

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
3.21  
(ID # 5929)

MEETING DATE:  
Tuesday, May 1, 2018

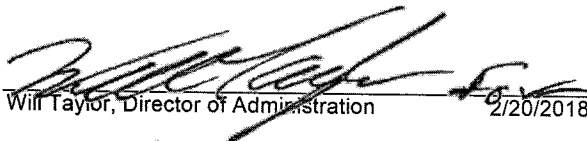
FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approval of the Agreement for Law Enforcement Services Between the City of Moreno Valley and the County of Riverside (FY17/18 – FY21/22), and Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9075 submitted herewith; District Five. [\$223,037,431 - Contract City Law Enforcement 100%]. (3.48 of 02/27/2018)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement for Law Enforcement Services between the City of Moreno Valley and the County of Riverside (FY17/18 – FY21/22) with the intent that it supersede the agreement for law enforcement services previously entered into between the City of Moreno Valley and the County of Riverside, dated December 16, 2008;
2. Authorize the Chairman of the Board to execute the attached Agreement on behalf of the County; and

ACTION: Policy, 4/5 Vote Required, Position Added

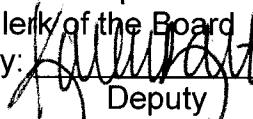
  
Will Taylor, Director of Administration 2/20/2018

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-9075 is adopted as recommended.

Ayes: Jeffries, Tavaglione, Perez and Ashley  
Nays: None  
Absent: Washington  
Date: May 1, 2018  
xc: Sheriff, HR

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9075 submitted herewith. Per the Resolution, delete the following positions:

Ord. 440	Class Code	+/-	Class Title	Salary Plan	Grade	Salary
2500300000	37602	- 26	Deputy Sheriff	RSA	249	\$62,302 - \$88,200
2500300000	37614	- 1	Sheriff's Lieutenant	LEM	220	\$108,576 - \$149,662
2500300000	37611	- 1	Sheriff's Sergeant	LEM	159	\$90,970 - \$125,429
2500300000	52264	- 4	Comm. Serv. Officer I	UPE	328	\$33,641 - \$55,767
2500300000	52262	- 1	Sheriff's Serv. Officer II	UPE	238	\$29,201 - \$48,358
2500300000	37531	- 2	Forensic Tech II	UPE	551	\$53,851 - \$89,371
2500300000	13865	- 1	Office Assistant II	UPE	190	\$26,687 - \$44,200

<b>FINANCIAL DATA</b>	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
<b>COST</b>	\$ 39,553,647	\$ 41,939,156	\$ 223,037,431	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% Contract City Law Enforcement</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 17/18-21/22</b>	

**C.E.O. RECOMMENDATION:** Approve

**BR: 18-037**

**Prev. Agn. Ref.: 11/08/11 03.12**

**BACKGROUND:**

**Summary**

The Mayor and City Counsel for the City of Moreno Valley approved the Agreement for Law Enforcement Services between the City of Moreno Valley and the County of Riverside, FY17/18 – FY21/22. This agreement is intended to supersede the agreement for law enforcement services previously entered into between the City of Moreno Valley and the County of Riverside, dated December 16, 2008. The attached agreement modifies the level of law enforcement service provided by the Sheriff's Department from the previous agreement with the deletion of twenty-six (26) Deputy Sheriff positions, one (1) Sheriff's Lieutenant position, one (1) Sheriff's Sergeant position, four (4) Community Services Officer I positions, one (1) Sheriff's Services Officer II position, two (2) Forensic Technician II positions, and one (1) Office Assistant II position. The Sheriff's Department anticipated these contract positions adjustments and accounted for them during the FY17/18 budget submissions, therefore no budget adjustment is necessary. County Counsel has approved the agreement as to form.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**Impact on Residents and Businesses**


This is an agreement with the Sheriff's Department for law enforcement services, which the City of Moreno Valley approved and executed on behalf of its citizens. All costs for this service will be fully recovered through Board-approved rates.

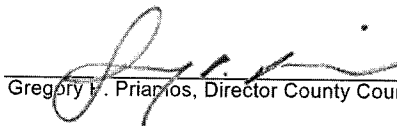
**Attachments**

- 1 - Resolution No. 440-9075
- 3 - Agreement for Law Enforcement Services between the City of Moreno Valley and the County of Riverside.

  
Ryan Carter, Principal Management Analyst 2/21/2018

  
Mislley Wang, Supervising Accountant 2/20/2018

  
Michael Stock, Assistant CEO/Director of Human Resources 2/14/2018

  
Gregory W. Priapros, Director County Counsel 1/16/2018

1 RESOLUTION NO. 440-9075

2  
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in  
4 regular session assembled on May 1, 2018, that pursuant to Section 4(a)(ii) of Ordinance No. 440, the  
5 Sheriff/Coroner/Public Administrator is authorized to make the following listed change(s), operative on the  
6 date of approval, as follows:

7

8 <u>Job Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
9 52264	- 4	2500300000	Community Services Officer I
10 37602	-26	2500300000	Deputy Sheriff
11 37531	- 2	2500300000	Forensic Technician II
12 13865	- 1	2500300000	Office Assistant II
13 37614	- 1	2500300000	Sheriff's Lieutenant
14 37611	- 1	2500300000	Sheriff's Sergeant
15 52262	- 1	2500300000	Sheriff's Service Officer II

16  
17 ROLL CALL:

18 Ayes: Jeffries, Tavaglione, Perez and Ashley  
19 Nays: None  
Absent: Washington

20 The foregoing is certified to be a true copy of a resolution duly  
21 adopted by said Board of Supervisors on the date therein set forth.

22 KECIA HARPER-IHEM, Clerk of said Board

23 By 

Deputy

24  
25  
26  
27 /kc

01/17/2018

28 440 Resolutions\KC

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE CITY OF MORENO VALLEY

AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the CITY OF MORENO VALLEY, a general law city, hereinafter "City," and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Riverside County Sheriff's Department, hereinafter "County."

IT IS THEREFORE AGREED AS FOLLOWS:

**1. TERM**

1.1 Effective Dates. This Agreement shall be effective from July 1, 2017 through June 30, 2022.

1.2 Renewal. In the event City desires to terminate this Agreement at the end of any current five (5) year period, the City Council, not later than twelve (12) months preceding the expiration date of the current term of this Agreement, shall notify the Sheriff and the Board of Supervisors that it wishes to terminate the same; otherwise, this Agreement shall be automatically renewed for an additional five (5) year period at the level of service then currently in effect. As a matter of convenience to the parties hereto, and in order to facilitate continuity of the law enforcement services provided to City, the parties may mutually approve and ratify any automatic renewal of this Agreement retroactively to the effective date of such automatic renewal.

1.3 Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 herein, either party may terminate this Agreement upon notice in writing to the other party of not less than twelve (12) months prior to the effective termination date.

**2. SCOPE OF SERVICE**

2.1 Services. The County agrees, through Sheriff thereof, to provide municipal police protection within the corporate limits of City to the extent and in the manner hereinafter set forth. It is understood that the Sheriff's Department shall be the sole provider of general and specialized law enforcement services within the corporate limits of City. City shall not hire any other persons or company to provide general and specialized law enforcement services within the corporate limits of City. However, City is not precluded by any language in this section from hiring an unarmed code enforcement unit. The Sheriff's services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by a police department of the City under State statutes. Such services shall include the enforcement of State Criminal Codes and all pertinent City criminal codes and ordinances. Services shall also include traffic

enforcement and related services to the extent possible given the size of the force provided for in this Agreement. County agrees to provide all investigative support necessary to complete criminal investigations conducted hereunder. However, all investigator overtime will be charged City at the Board of Supervisors approved hourly overtime rate.

2.2 California Identification System (CAL-ID) and Records Management System. (RMS) City agrees as a condition of receiving services hereunder to participate in CAL-ID and RMS under the terms and conditions set forth in this Section and to pay for these services under separate billings.

2.2 A Definitions. For purposes of this agreement the following are some of the more common definitions which shall apply, but shall not be limited by this reference:

a) Records Management System (RMS) functions shall mean the software functions provided to City by County, which are supplied by the RMS. These functions shall include inquiry and case entry into the RMS, access to the Master Name Index, Warrant and Master Location Index and Jail Locator databases.

b) The California Law Enforcement Telecommunications System (CLETS) access shall mean that access to the Department of Justice computers provided by County to City.

c) Work Station shall mean those County devices and software, which are used by City to access RMS functions and the CLETS.

d) LAUNET shall mean the County's law enforcement telecommunications network consisting of County provided data circuits, digital service units, routers, hubs and other County provided hardware and software that is used by City to connect work stations to RMS services as defined below.

e) County Services shall mean the collective hardware and software, work LAUNET, stations, RMS functions and CLETS.

2.2 B Scope of RMS Services. County agrees to provide to City full access to the RMS and CLETS systems. CLETS access will be provided within the scope of CLETS access rules and regulations as established by the California State Department of Justice.

2.2 C Provision of RMS Supervision, Labor and Equipment. Supervision over the provision of County Services, the standards of performance and other matters incident to the performance of such services, shall remain with County. Security of the host system and control of LAUNET shall remain with County. The County shall furnish all labor and equipment for the host system necessary to maintain the level of service rendered hereunder. In the event City chooses to provide PC-based equipment for services defined herein, the equipment must be configured in accordance with County specifications.

Further, City shall not alter the configuration of any PC-based equipment used to provide services herein without the permission of Sheriff's Information Technology Officer.

2.2 D Establishment of RMS Rates and Payment of Costs. Establishment of RMS rates and payments for provided services shall be as specified in Sections 8.2 and 8.4 of this Agreement.

### **3. LEVEL OF SERVICE**

3.1 Level of Service Specified. County shall provide all enforcement services at the level specified in Attachment A-1, attached hereto and incorporated herein by this reference. Current staffing assignments are reflected in Attachment A-2, attached hereto and incorporated herein by this reference.

3.2 Variation in Level of Service. Variations in the level of service shall be made by amendment, as provided for in Section 12 of this Agreement, and under the following terms:

If City requests an increase in the level of service to be provided under this Agreement, County agrees to provide such increased level of service as soon as is practicable, consistent with the ability of the Sheriff to hire and train recruits.

If City elects to reduce the level of service provided herein by ten percent (10%) or greater, City must give notice in writing to County not less than twelve (12) calendar months prior to the effective date of such reduction. If City elects to reduce the level of service provided herein by less than ten percent (10%), County agrees to reduce the level of service accordingly as soon as it is practicable after receipt of written notice from City requesting such reduction. The level of service, however, may not be reduced to below the minimum level, as determined by County, required to ensure public and officer safety.

### **4. FACILITY**

City shall provide a police headquarters in a facility located in Moreno Valley from which the basic police operations shall be conducted. City shall maintain the facility at its cost and expense. Extraordinary maintenance or damage caused to the facility through negligence of County employees shall be reimbursed to City by County. City shall also provide basic workstations for staff at City's cost and expense. County agrees to either credit or reimburse City within the same fiscal year, costs for any rent, maintenance and/or equipment provided by City that is paid through the contract rate established by County.

### **5. CHIEF OF POLICE**

The Sheriff will, to the extent practical, coordinate appointment of a Police Chief with City and consult with City on final selection for the position.

## 6. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

6.1 Supervision. Supervision over the rendition of law enforcement services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with County. The Sheriff or a designated representative will meet and confer with the City Manager or a designated representative on questions related to the provision of services.

6.2 Labor and Equipment. For the purpose of performing said services, County shall furnish and supply all labor, supervision, equipment, communication services, and supplies necessary to maintain the level of service to be rendered hereunder. Location of the above will not necessarily be within City limits. Notwithstanding anything herein contained, it is agreed that in all instances where specific equipment used solely to support specialized enforcement activities within the City not normally provided by the Sheriff is to be used, or where special supplies, stationery, notices, forms, and the like related to law enforcement are to be issued in the name of City, such equipment and materials shall be supplied by City at its own cost and expense. Any such special equipment or materials so purchased by City shall meet with the Sheriff's specifications shall remain within the City limits, and ownership title thereto shall remain with City.

However, under no circumstances shall City purchase or otherwise provide general patrol vehicles for services provided pursuant to this agreement without permission of Sheriff. The County shall provide all marked general Patrol vehicles to City and shall charge City for their use on a per mile basis.

6.3 City-Owned Motorcycles and Specialized Support Vehicles. In the event City chooses to provide motorcycles or specialized support vehicles for use in providing services hereunder, the motorcycles or specialized support vehicles shall meet minimum specifications furnished by County, shall be adequately equipped and ready for use, and shall be registered in the name of City. It is further understood that City is providing motorcycles or specialized support vehicles to Sheriff expressly for law enforcement services and shall only be operated by Sheriff's personnel, or persons authorized by the Sheriff.

City shall bear the cost of maintenance, fuel, licensing, and any and all expenses associated with use of the motorcycles and specialized support vehicles for the provision of services hereunder, which is inclusive of responsibility for any and all cost for physical damage to the City-owned motorcycles or specialized support vehicles. However, County shall be responsible for the cost of all third party liability caused by the operation of the City-owned motorcycles or specialized support vehicles, including the property damage caused by the negligence or wrongful acts of County officers and employees while operating City-owned motorcycles and specialized support vehicles. Motorcycles and specialized support vehicles shall be used only for city-approved functions.

6.4 Vehicle Insurance. City shall maintain insurance for any physical damage to the City-owned vehicles in an amount equal to the replacement value of all vehicles provided to the County



under this agreement. Policy shall, by endorsement, name the County of Riverside, its Departments, Districts, Agencies and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, or representatives as Additional Insureds. Such insurance may be provided through a program of self-insurance.

General Insurance Provisions - All lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The City shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein are in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. If County is utilizing City-owned vehicles, operations shall not commence until the County of Riverside has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

c. It is understood and agreed by the parties hereto and the City's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

## **7. EMPLOYMENT STATUS OF PERSONNEL**

7.1 Employment Status. Any persons employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of County on special assignment to City for the purposes of this Agreement, and shall not be considered employees of

City. No such County employee shall have any entitlement to compensation, workers' compensation coverage, pension, or civil service benefits from City.

7.2 Labor Shortage. In the event of a work slow-down, strike, or any other form of job action by those individuals assigned to City, County agrees to provide only that level of service which may be available through mutual aid, pursuant to Government Code Section 8615, et seq. City shall be billed only for the actual hours of service received.

## 8. COMPENSATION

8.1 Payment Basis. City shall reimburse County the cost of rendering services hereunder at rates established by the County Board of Supervisors, which rates shall include all items of cost and expense to the Sheriff for providing the services hereunder. Such cost of services shall be established by the County Board of Supervisors in the form of hourly rates for Sheriff's Department personnel, vehicle mileage rates, facility use rates, RMS transaction fees and CAL-ID fees. "Cost" as used herein shall not include items of expense attributable to services normally provided or available to all territory within the County as part of County's obligation to enforce State law. In addition to any other fees or costs set forth herein, County may impose on City, and City shall pay upon receipt of an invoice from County, a criminal justice administrative fee consistent with Government Code Section 29550 with respect to arrests made by County employees pursuant to this Agreement just as if such arrests had been made by City employees. Pursuant to Government Code Section 51350, County shall not charge City for services it would provide to any city in the County free of charge. These services, which are provided at the discretion of County, could typically include the services of the Sheriff's Special Investigations Bureau, Emergency Services Team, Canine Unit and Aviation Unit.

8.2 Establishment of Costs. The rates to be charged City shall be adjusted periodically, but not more than once each fiscal year, to reflect any changes in the cost to County for providing services hereunder. City shall be notified of any change in the rates to be charged City prior to submittal of the proposed change to the County Board of Supervisors for adoption, and City shall be given the opportunity to review the proposed change with County personnel. City shall, thereafter, be notified of adoption by County of the rates to be charged City, and said new rates shall take effect on the same date as County incurs the associated costs. Should City, subsequent to a rate adjustment, choose not to appropriate or expend any additional monies needed to support the level of service theretofore supplied, County reserves the right to reduce the level of service in accordance with the amount City is willing to expend.

8.3 Facility Rate Charges. City shall reimburse County for the costs incurred by the Sheriff's Department at County-owned or leased facilities. Costs are prorated according to the facility's square footage occupied by a Sheriff's Department Bureau or Unit.

Calculation of Facility Rates. The total of the facility's cost components is divided by the appropriate variable number of positions (number of station funded, sworn department funded or total Sheriff's Department funded employees depending on the facility in question and the Sheriff's Department population served). This cost per funded position is then applied to the

number of positions chargeable to the contract city to arrive at each contract city's share of the facility cost.

The County agrees that facility rate station charges to City will not be increased due to the Sheriff's decision to move contract or unincorporated County patrol positions from the Station.

8.4 Payment of Costs. County, through the Sheriff's Department, shall provide to City within 30 days of the conclusion of each billing period, an itemized statement of the costs for services being charged for said billing period. Billing statements for RMS services will be provided quarterly for services being charged for said quarter. City shall remit payment to the invoicing department within 30 days after receipt of such statements. If such payment is not received by the County within thirty (30) days after presentation of billing, County may satisfy such indebtedness from any funds of the City on deposit with County as provided by law pursuant to Government Code Section 907.

8.5 Field Training Costs. Should City elect to add additional Deputy Sheriff positions to the level of service described herein, there will be an associated field training cost for each additional position. City will be billed, on a separate invoice, up to a maximum of sixteen (16) weeks of training on a one-time basis for each additional Deputy position. Said cost will be charged at the Unsupported Deputy hourly rate as approved by the County Board of Supervisors. Billing will be provided for field training costs in conjunction with the rate adjustment billing. Field training costs will not apply to supervisory or classified positions added to the level of service.

8.6 Miscellaneous Costs. There are a number of other service costs that City shall be responsible for paying as they are incurred. These costs are not included as the support or service and materials cost components in the fully supported Deputy hourly rate, nor any other such rates established by the County Board of Supervisors. These service costs may include, but are not limited to charges from vendors for: crime scene clean-up, blood draws, rape exams, polygraph exams, specialized printing jobs exclusive to City and training for personnel requested by City for specialized law enforcement.

## **9. INDEMNIFICATION AND HOLD HARMLESS**

9.1 Indemnification by City. City shall indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of City, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. City shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by City, City shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such

action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes City's indemnification of County. City's obligations hereunder shall be satisfied when City has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe City's obligations to indemnify and hold harmless the County.

9.2 Indemnification by County. County shall indemnify and hold harmless the City, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of County, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. County shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the City, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by County, County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of City. County's obligations hereunder shall be satisfied when County has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe County's obligations to indemnify and hold harmless the City.

## **10. ADMINISTRATION**

The City Manager of City shall administer this Agreement on behalf of City, and the Sheriff shall administer this Agreement on behalf of County.

## **11. RECORDS**

County shall maintain adequate records to discharge its responsibilities under this Agreement, and shall permit inspection of County's appropriate records that relate to City services under this Agreement, as allowed by law. County shall provide City access to appropriate records pertaining to City services for approval, funding or auditing services, upon reasonable notice. County shall maintain such records for periods of time as provided by law or records retention schedules duly adopted by the appropriate legislative body. Covenants under this Section shall survive the termination of this Agreement.

## **12. ALTERATION OF TERMS**

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the

form of a written amendment to this Agreement which is formally approved and executed by both parties. No waiver of any term or condition of this Agreement by either party shall be a continuing waiver thereof.

### **13. NOTICES**

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

<u>County</u>	<u>City</u>
Stan L. Sniff, Sheriff	City of Moreno Valley
Riverside County Sheriff's Department	14177 Frederick Street
Post Office Box 512	Moreno Valley, California 92552
Riverside, California 92502	Attn: City Manager

or to such other addresses as from time to time may be designated by the respective parties. An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors  
County of Riverside  
4080 Lemon Street, 1<sup>st</sup> Floor  
Riverside, California 92501

Notice shall be deemed given when in writing and delivered personally or mailed with confirming delivery receipt addressed as set out above.

### **14. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

### **15. STANDARD OF CARE**

In performing the police services required by this Agreement, County agrees to use that degree of care and skill ordinarily exercised under similar circumstances by law enforcement officers in performance of the duties required by this Agreement. All Sheriff's personnel who provide general and specialized law enforcement services to City pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

### **16. JURISDICTION AND VENUE**

This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the state or federal courts in or nearest to Riverside County.

**17. ENTIRE AGREEMENT**

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

IN WITNESS WHEREOF, the City of MORENO VALLEY, by minute order or resolution duly adopted by its City Council, has caused this Agreement to be signed by its Mayor and attested and sealed by its Clerk, and the County of Riverside, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and sealed and attested by the Clerk of said Board, all on the dates indicated below.

CITY OF MORENO VALLEY

Dated: \_\_\_\_\_

By: Dr. Yxstian Gutierrez  
Dr. Yxstian Gutierrez, Mayor

ATTEST:

Name PAT JACQUEZ-NARES  
Title CITY CLERK

By: Pat Jacquez-Nares

COUNTY OF RIVERSIDE

Dated: MAY 01 2018

By: Chuck Waf  
~~John Favaglione~~, Chairman  
Riverside County Board of Supervisors

CHUCK WASHINGTON

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By: Kecia Harper-Ihem  
Deputy

APPROVED AS TO FORM:

Greg P. Priamos  
County Counsel

By: Thomas Oh  
Thomas Oh  
Deputy County Counsel

**ATTACHMENT A-1  
CITY OF MORENO VALLEY  
LEVEL OF SERVICE**

**Average Patrol Services**

458.5 supported hours per day. (Approximate equivalent of ninety-four (94) Supported Undedicated Deputy Sheriff positions @ 1,780 annual productive hours per position)

**Dedicated Positions**

One (1) Captain position (Applied at an equivalent to 90% of position hours)

One (1) Sheriff's Motor Sergeant position

Nine (9) Deputy Sheriff (supported) positions – Motorcycle Team

Three (3) Deputy Sheriff (supported) positions – K9

Three (3) Deputy Sheriff (unsupported) positions – Crime Prevention Officers

One (1) Deputy Sheriff (unsupported) position – Graffiti Prevention

Seventeen (17) Community Service Officer II positions

One (1) Supervising Office Assistant I position

One (1) Office Assistant II position

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**3-48**  
(MT5929)

On motion of Supervisor Ashley, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Sheriff-Coroner-PA regarding Approval of the Agreement for Law Enforcement Services Between the City of Moreno Valley and the County of Riverside (FY17/18 – FY21/22), and Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9075 submitted herewith, 5<sup>th</sup> District, is continued to Tuesday, May 1, 2018 at 9:00 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on February 27, 2018 of Supervisors Minutes.

(seal)

WITNESS my hand and the seal of the Board of Supervisors  
Dated: February 27, 2018  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

By: *Kecia Harper-Ihem* Deputy

AGENDA NO.  
3-48

xc: Sheriff, HR, COB