

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



ITEM: 3.29
(ID # 11368)

MEETING DATE:

Tuesday, January 28, 2020

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and approve the Five Year Agreement for Security Services Between the Riverside County Sheriff's Department and the Riverside University Health System (7/1/19-6/30/24); District Five. [\$27,745,918 - RUHS Security Law Enforcement Revenue 100%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Agreement for Security Services between the Riverside County Sheriff's Department and the Riverside University Health System and authorize the Chairman of the Board to execute three (3) copies of the attached Agreement on behalf of the County.

ACTION:Policy

Donald Sharp

Donald Sharp, Chief Deputy, SHERIFF 1/21/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 28, 2020
xc: Sheriff

Kecia R. Harper
Clerk of the Board
By: *Kecia R. Harper*
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 5,138,003	\$ 5,324,190	\$ 27,745,918	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RUHS Security Law Enforcement Revenue – 100%			Budget Adjustment: No	
			For Fiscal Year: 19/20-23/24	

C.E.O. RECOMMENDATION: [CEO use]

BR: 20-046

Prev. Agn. Ref.: 07/15/14 3.57

BACKGROUND:

Summary

The last signed agreement for security services between RUHS and the Sheriff's Department was approved by the Board of Supervisors on July 15, 2014. Pursuant to this agreement, the Sheriff's Department will continue to provide security at the medical center with one (1) Correctional Sergeant, one (1) Sheriff's Sergeant, twelve (12) Correctional Deputy II's, 60 deputy hours per day (approximate equivalent of twelve (12) Deputy Sheriff positions), two (2) Sheriff's Service Officers and a half-time (0.5) Accounting Assistant.

The current contract expired on June 30, 2019, and the attached agreement ensures that the service will continue uninterrupted. Sheriff staff has estimated the FY19/20 service and mileage costs at \$5,138,003. The Department has included the cost estimate in its budget, therefore, no budget adjustment is necessary. County Counsel has approved the agreement as to form.

Impact on Residents and Businesses

This is an agreement with the Sheriff's Department for security service for the medical center, including the emergency room and correctional ward. All costs for this contract will be fully recovered through Board-approved rates.

ATTACHMENTS:

3 - Agreements for Security Services between the Riverside County Sheriff's Department and the Riverside University Health System

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

Misley Wang
Misley Wang, Supervising Accountant 1/3/2020

Cherilyn Williams
Cherilyn Williams 1/22/2020

Gregory V. Priamos
Gregory V. Priamos, Director County Counsel 1/3/2020

AGREEMENT FOR SECURITY SERVICES BETWEEN
THE RIVERSIDE COUNTY SHERIFF'S DEPARTMENT AND
THE RIVERSIDE UNIVERSITY HEALTH SYSTEM

THIS AGREEMENT is made and entered into by and between the RIVERSIDE COUNTY SHERIFF'S DEPARTMENT, hereinafter "Sheriff," and the RIVERSIDE UNIVERSITY HEALTH SYSTEM, hereinafter "RUHS," as RUHS is desirous of contracting with Sheriff for performance of security functions at RUHS Medical Center located at 26520 Cactus Ave., Moreno Valley, California 92555 (the "Medical Center"); and the Sheriff is agreeable to rendering such services on the terms and conditions that follow:

1. TERM

This Agreement shall be effective from July 1, 2019 through June 30, 2024.

2. SCOPE OF SERVICE

The Sheriff agrees to provide security services within the boundaries of the Medical Center to the extent possible given of the size of the force provided for in this Agreement.

2.1 Facility Security Services. Services shall include typical RUHS security functions including but not limited to: providing "keep the peace" services in volatile situations; assisting during fire alarms, bomb threats, and hazardous spills; sending infant/child abduction alerts; securing buildings; enforcing parking regulations; responding to calls for assistance and providing a high visibility patrol service; coordinating with the Moreno Valley Sheriff's Station for response to serious crimes and major incidents.

2.2 Emergency/Triage Room Services. Services shall include observational patrols throughout the entire Emergency Room, which includes but is not limited to the following areas: the triage area, waiting rooms, discharge lobby, security holding area, and outside of the building in front of the Emergency Room main entrance. Other duties may include handling calls for service relating to the Emergency Room, criminal investigations, preparing criminal reports, testifying in court as needed on hospital cases, etc. Services may include other duties as mutually agreed upon by both parties.

2.3 Security Ward Services. Services shall include securing the correctional ward within the Medical Center, including but not limited to, restraining patients upon a doctor's orders, providing the safety and security of the inmates held within the Medical Center, assisting RUHS staff in administering medication to inmates as required, assisting with medical rounds, escorting inmates to and from medical appointments and medical tests at different locations within the Medical Center. Services may include other duties as mutually agreed upon by both parties.

3. LEVEL OF SERVICE

3.1 Level of Service Specified. Sheriff shall provide security services at the level specified in Attachment A, attached hereto and incorporated herein by this reference.

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3.2 Variation in Level of Service. The parties may agree to changes in level of service by written amendment, as provided for in Section 7 of this Agreement, and under the following terms:

If RUHS requests an increase in the level of service to be provided under this Agreement and Sheriff agrees to the request, Sheriff agrees to provide such increased level of service as soon as is practicable.

The level of service, however, may not be reduced to below the minimum level, as mutually agreed upon by both parties, required to ensure public and officer safety.

4. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

4.1 Supervision. Supervision over the rendition of security services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with Sheriff.

4.2 Labor and Equipment. For the purpose of performing said services, Sheriff shall furnish and supply all labor, supervision, equipment, and supplies necessary to maintain the level of service to be rendered hereunder. Location of the above will be on-site in RUHS or in office space provided by RUHS. The personnel providing the services will usually be dedicated to RUHS for a period of one to three years. Notwithstanding anything herein contained, it is agreed that in all instances where specific equipment not normally provided by the Sheriff is used solely to support specialized enforcement activities within the RUHS, or where special supplies, stationery, notices, forms, and the like related to the services rendered hereunder are to be issued in the name of RUHS, such equipment and materials shall be supplied by RUHS at its own cost and expense. Any such special equipment or materials so purchased by RUHS shall meet with the Sheriff's specifications, shall remain within the RUHS, and ownership title thereto shall remain with RUHS.

5. EMPLOYMENT STATUS OF PERSONNEL

Any person employed for the performance of such services and functions pursuant to this Agreement with RUHS shall be Sheriff's employees and under Sheriff's control and supervision. Likewise, no RUHS employee shall be deemed to be employed by Sheriff.

6. COMPENSATION

6.1 Payment Basis. RUHS shall reimburse Sheriff for the cost of rendering services pursuant to this Agreement. Such cost of services shall be established by the Board of Supervisors in the form of hourly rates for personnel, including overtime rates for any overtime costs incurred hereunder, and a flat mileage rate, and shall include all items of cost and expense to the Sheriff for providing the services hereunder. Sheriff shall provide at least one (1) marked patrol vehicle for use by Sheriff at the Medical Center. "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 Sheriff's obligation to enforce State law. Based on the number of hours provided or level of service requested by RUHS, the FY 2019-20 cost to RUHS is estimated to total \$5,154,398. The FY 2020-21 cost to RUHS is estimated to total \$5,349,274.

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

6.3 Payment of Costs. County, through the Sheriff's Department, shall provide to RUHS within 30 days of the conclusion of each calendar month an itemized statement of the costs for services being charged for said month. If applicable, billing statements for RMS services will be provided quarterly for services being charged for said quarter. RUHS 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 RUHS on deposit with County as provided by law pursuant to Government Code Section 907.

7. ALTERATION OF TERMS

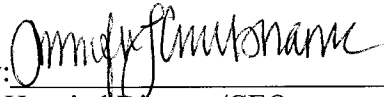
No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

8. 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.


Recommend for approval on behalf of Riverside University Health System.

RIVERSIDE UNIVERSITY HEALTH SYSTEM

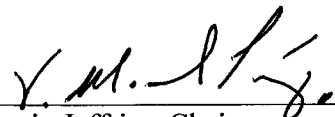
Date: _____
By: 
Hospital Director/CEO

Recommend for approval on behalf of the Riverside County Sheriff's Department.

SHERIFF'S DEPARTMENT

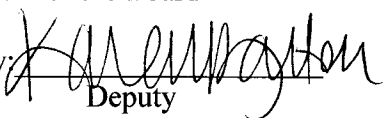
Date: 1/19/20/19
By: 
Chad Bianco, Sheriff

This Agreement is hereby approved and adopted by the Board of Supervisors.

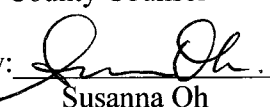
Dated: JAN 28 2020
By: 
~~Kevin Jeffries, Chairman~~
Riverside County Board of Supervisors

V. MANUEL PEREZ

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Greg P. Priamos
County Counsel

By: 
Susanna Oh
Deputy County Counsel

ATTACHMENT A

RIVERSIDE UNIVERSITY HEALTH SYSTEM

LEVEL OF SERVICE

Ward Security Services

Dedicated Correctional Positions

One (1) Correctional Sergeant position
Twelve (12) Correctional Deputy II positions

Facility and Emergency/Triage Room Security Services

Average Patrol Services

60 deputy hours per day (Approximate equivalent of twelve (12) Deputy Sheriff positions @ 1,780 annual productive hours per position)

Dedicated Positions

One (1) Sheriff's Sergeant position
Two (2) Community Service Officer II positions
Two (2) Sheriff's Service Officer II positions
Half (0.5) Accounting Assistant II position

Mileage

RUHS will be charged for Mileage costs incurred as part of the Patrol Services provided in support of this agreement. Chargeable mileage shall include patrol services within the grounds of RUHS, transportation of prisoners associated with said patrol service and travel between the facility and local Sheriff's station.