

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



ITEM: 3.26
(ID # 12190)

MEETING DATE:
Tuesday, May 05, 2020

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Five Year Memorandum of Understanding between the Riverside Community College District and the County of Riverside (01/01/20-01/01/25); Districts Two & Five. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Memorandum of Understanding (MOU) between the County of Riverside and the Riverside Community College District, and authorize the Chairman of the Board to execute four (4) copies of the attached MOU on behalf of the County.

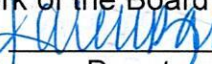
ACTION: Policy


Donald Sharp, Chief Deputy, SHERIFF 4/28/2020

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: May 5, 2020
xc: Sheriff

Kecja R. Harper
Clerk of the Board
By: 
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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment: No	
			For Fiscal Year: 19/20-24/25	

C.E.O. RECOMMENDATION: Approve

BR: 20-070

BACKGROUND:

Summary

The Riverside Community College District Police Department has responsibility for law enforcement services on its campus locations in Moreno Valley and Norco, which are within the Sheriff's Department's area of operational responsibility. California Education Code Section 67381 requires a written agreement to designate which law enforcement agency has operational responsibility for investigations of Part 1 violent crimes, sexual assaults and hate crimes. The Sheriff's Department has agreed to provide these services and resources to the Riverside Community College District Police Department.

County Counsel has approved the MOU as to legal form.

Impact on Residents and Businesses

The partnership of the Riverside Community College District Police Department and the Riverside County Sheriff's Department allows for cooperative use of resources to respond to and investigate crimes on the District's campuses.

ATTACHMENTS:

4 – Memorandums of Understanding between the County of Riverside and the Riverside Community College District


Cheryl Williams 4/28/2020


Gregory L. Priamos, Director County Counsel 4/22/2020

MEMORANDUM OF UNDERSTANDING BETWEEN THE
THE COUNTY OF RIVERSIDE AND
THE RIVERSIDE COMMUNITY COLLEGE DISTRICT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") between the County of Riverside, on behalf of its Sheriff's Department (hereinafter referred to as "RSO" or the "County"), and the Riverside Community College District (hereinafter referred to as "RCCD"), is made and entered into this 1st day of January 2020, with reference to the following facts:

A. RSO has primary responsibility for investigating criminal activity within the geographical boundaries of the County of Riverside.

B. RCCD, through the RCCD Police Department ("RCCDPD") has responsibility for law enforcement as provided in California Education Code Section 72330.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Pursuant to California Education Code Section 67381, RSO shall have operational responsibility to provide specialized investigation resources such as Homicide Investigators, Forensic Services, SWAT, Aviation, K9 Response, Drones, Hazardous Device Team, Volunteers, Traffic Teams, and Coroner Services to certain Part 1 violent crimes, sexual assaults, and hate crimes occurring on each campus as defined in Section 67381 (2) which are beyond the capabilities of RCCDPD, occurring within the RCCD's campuses in Moreno Valley and Norco, including all areas where the RCCDPD has responsibility for law enforcement as stated in California Education Code Section 72330.

2. Nothing in this MOU shall limit the initial response of members of RSO or RCCDPD to the scene of any Part 1 violent crime that takes place within the area of mutual jurisdiction.

3. Nothing in this MOU shall preclude either agency from requesting assistance from either agency, or any other allied agency, as is necessary. This determination shall be made by the agency with the primary responsibility for investigating the crime or incident.

4. Further, this MOU is effective upon signature by all parties (the "Effective Date"), and shall expire five years after the Effective Date.

5. INDEMNIFICATION AND HOLD HARMLESS

- a. Indemnification by RCCD. RCCD shall indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, their respective

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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 RCCD, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death. RCCD shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, RSO, including the Agencies, Districts, Special Districts, and Departments of the County of Riverside and 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 RCCD, RCCD 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 RSO; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes RCCD's indemnification of RSO. RCCD's obligations hereunder shall be satisfied when RCCD has provided to RSO the appropriate form of dismissal (or similar document) relieving RSO from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe RCCD's obligations to indemnify and hold harmless RSO.

- b. Indemnification by County. County shall indemnify and hold harmless RCCD, 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 MOU, 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 RCCD, 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 RCCD; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of RCCD. County's obligations hereunder shall be satisfied when County has provided to RCCD the appropriate form of dismissal (or similar document) relieving the RCCD 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 RCCD.

6. GENERAL INSURANCE PROVISIONS

- 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. RCCD 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 MOU 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 RCCD-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 RCCD'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. ALTERATION OF TERMS. No addition to, or alteration of, the terms of this MOU, 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 MOU which is formally approved and executed by both parties. No waiver of any term or condition of this MOU by either party shall be a continuing waiver thereof.


[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed the day and year written above.

Recommended for approval on behalf of Riverside Community College District.


RIVERSIDE COMMUNITY COLLEGE DISTRICT

Date: 3-4-2020

By: 
Aaron Brown
Vice Chancellor,
Business & Financial Services

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHIEF OF POLICE**


Date: _____

By: 
Shauna Gates, Chief of Police

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

SHERIFF'S DEPARTMENT

Date: 3/27/2020

By: 
Chad Bianco, Sheriff

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

Dated: _____

By : _____
V. Manuel Perez, Chairman
Riverside County Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

APPROVED AS TO FORM:
Greg P. Priamos
County Counsel

By: _____
Deputy

By: _____
Susanna Oh
Deputy County Counsel



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Date: _____

By: _____

Aaron Brown
Vice Chancellor,
Business & Financial Services

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
CHIEF OF POLICE**

Date: _____

By: _____

Shauna Gates, Chief of Police

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

SHERIFF'S DEPARTMENT

Date: _____

By: _____

Chad Bianco, Sheriff

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Dated: MAY 05 2020


By: 

V. Manuel Perez, Chairman
Riverside County Board of Supervisors

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