

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



ITEM: 3.47
(ID # 13143)

MEETING DATE:
Tuesday, August 25, 2020

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and approve the Law Enforcement Services Agreement between the County of Riverside and the Val Verde Unified School District Police Department, District Five. [\$57,521 - School Services Law Enforcement Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Law Enforcement Services Agreement between the County of Riverside and the Val Verde Unified School District Police Department, and authorize the Chairman of the Board to execute three (3) copies of the attached Agreement on behalf of the County.

ACTION: Policy


Raul Vergara 8/5/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: Jeffries
Date: August 25, 2020
xc: Sheriff

Kecia 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	\$ 57,521	\$ 0	\$ 57,521	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% School Services Law Enforcement Revenue			Budget Adjustment:	No
			For Fiscal Year:	20/21

C.E.O. RECOMMENDATION: Approve

BR: 21-014

Prev. Agn. Ref.: N/A

BACKGROUND:

Summary

On June 25, 2020, the Val Verde Unified School District Police Department approved the one-year Agreement with the County of Riverside for the County Sheriff's provision of a Sheriff's 911 Communication Officer. The Police Department and Sheriff's Department have identified the need to provide dispatch services as a communication link between the Police Department and Sheriff's patrol units.

The FY2020-21 estimated cost is \$57,521. 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 contract allows the Sheriff's Department to support the Val Verde Unified School District Police Department in their efforts to address the needs of students at risk and enhance campus control and student protection. All costs for this contract will be fully recovered through Board-approved rates.

ATTACHMENTS:

3 – Law Enforcement Services Agreement between the County of Riverside and the Val Verde Unified School District Police Department

Cherilyn Williams
Cherilyn Williams

8/11/2020

Gregory V. Priamos
Gregory V. Priamos, Director County Counsel

8/4/2020

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE VAL VERDE UNIFIED SCHOOL DISTRICT POLICE DEPARTMENT FOR THE COUNTY SHERIFF'S PROVISION OF A SHERIFF'S 911 COMMUNICATION OFFICER

This Agreement is made and entered into by and between the Val Verde Unified School District Police Department, hereinafter "Police Department," and the County of Riverside, a political subdivision of the State of California, on behalf of the Riverside County Sheriff's Department, hereinafter "County."

WHEREAS, County and Police Department have identified a need to deliver Sheriff's 911 Communication Officer services Monday through Friday among Police Department's school sites to provide a communication link between the Police Department and Sheriff patrol units and emergency 911 calls for service; and

WHEREAS, County and Police Department desire to work cooperatively towards these goals by entering into this Agreement to assign one Sheriff's 911 Communication Officer to provide dispatch services;

IT IS THEREFORE AGREED AS FOLLOWS:

1. EFFECTIVE DATES This Agreement shall be effective from July 1, 2020 through June 30, 2021.
2. SCOPE OF SERVICE Sheriff agrees to provide one (1) Sheriff's 911 Communication Officer for the term of this Agreement. The duties of the Sheriff's 911 Communication Officer shall include communication link between the Police Department and Sheriff patrol units and emergency 911 calls for service. The Sheriff's 911 Communication Officer's services will be performed Monday through Friday from 0800 to 1700 hours.
3. MODIFICATION OF SERVICES No portion of the services or responsibilities of either party described in this Agreement may be eliminated, reduced, or appreciably changed without the mutual written consent of both parties.
4. COMPENSATION
 - A. Police Department shall reimburse Sheriff the full cost of rendering service pursuant to this Agreement. Such cost of services shall be established by the County Board of Supervisors in the form of an hourly rate for a Sheriff's 911 Communication Officer, and shall include all items of cost and expense to the Sheriff for providing the services hereunder. Total FY 2020-21 cost to Police Department under this Agreement is estimated at \$57,521, and was based on 1,040 annual hours to be worked by Sheriff's 911 Communication Officer, as directed by Police Department, plus anticipated contract rate adjustments. Payment for services shall be rendered on a monthly basis within thirty (30) days of receipt by Police Department of a proper invoice submitted by Sheriff.

B. The rates charged to Police Department 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. Police Department shall be given the opportunity to review the proposed rate change with County personnel. Police Department shall, thereafter, be notified of adoption by County of the rates to be charge to Police Department and said new rates shall take effect on the same data as County incurs the associated costs. In April 2021, Police Department can request Sheriff's staff to provide a service cost estimate for FY 2021-22.

5. COUNTY EMPLOYEE Sheriff's 911 Communication Officer shall remain a employee of Sheriff on special assignment to Police Department for the purposes set forth in this Agreement, and shall not be considered an agent, or employee of Police Department. Sheriff shall be solely responsible for provision of all salary, health and welfare benefits, workers' compensation insurance, liability insurance and other employment-related benefits to the Sheriff's 911 Communication Officer.

6. TERMINATION Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, Police Department shall pay for services actually rendered through the termination date only.

7. HOLD HARMLESS AND INDEMNIFICATION

A. Police Department 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 Police Department, 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. Police Department 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 Police Department, Police Department 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 Police Department's indemnification of County. Police Department's obligations hereunder shall be satisfied when Police Department 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 Police Department's obligations to indemnify and hold harmless the County.

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

8. ADMINISTRATION The Facilities/Contracts Director of Police Department shall administer this Agreement on behalf of Police Department, and the Sheriff shall administer this Agreement on behalf of County.

9. 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 Police Department services under this Agreement, as allowed by law. County shall provide Police Department access to appropriate records pertaining to Police Department 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.

10. ENTIRE AGREEMENT This Agreement supersedes any and all agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof. Each party acknowledges that no other agreement, understanding or promise, oral or otherwise, relative to this subject matter exists between the parties at the time of execution of this Agreement. Any modification of this Agreement shall be effective only if it is in writing and signed by both parties.

11. 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:

County

Police Department

Chad Bianco, Sheriff
Riverside County Sheriff's Dept.
Post Office Box 512
Riverside, California 92502

Val Verde Unified School District Police Dept.
975 West Morgan
Perris, CA 92570
Attn: Facilities/Contracts Director

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, 1st Floor
Riverside, California 92501

12. WAIVER Any waiver by either party of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of either party to require exact, full, and complete compliance with any term of this Agreement shall not be construed in any manner as changing the terms hereof, or estopping the pertinent party from enforcement hereof.

13. SEVERABILITY If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the duly authorized representative of each of the parties hereto has signed in confirmation of this Agreement on the dates indicated below.

Date: 6.23.2020

VAL VERDE UNIFIED SCHOOL DISTRICT POLICE DEPARTMENT

By: [Signature]
Stacy Strawderman
Facilities/Contracts Director

ATTEST:

Name
Title

By: _____

Dated: AUG 25 2020

COUNTY OF RIVERSIDE

By: [Signature]
V. Manuel Perez, Chairman
Riverside County Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: [Signature]
Deputy



APPROVED AS TO FORM:
Greg P. Priamos
County Counsel

By: [Signature]
Susanna Oh
Deputy County Counsel

IN WITNESS WHEREOF, the duly authorized representative of each of the parties hereto has signed in confirmation of this Agreement on the dates indicated below.

Date: 6.23.2020

VAL VERDE UNIFIED SCHOOL
DISTRICT POLICE DEPARTMENT

By: 
Stacy Strawderman
Facilities/Contracts Director

ATTEST:

Name
Title

By: _____

COUNTY OF RIVERSIDE

Dated: _____

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