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



MEETING DATE:

Tuesday, August 25, 2020

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and approve the Five-Year Agreement for Law Enforcement Services between the Southern Coachella Valley Community Services District and the County of Riverside (FY20/21-FY24/25), District Four.

[\$4,100,000 - Contract City Law Enforcement Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

 Ratify and approve the Five-Year Law Enforcement Services Agreement between the Southern Coachella Valley Community Services District and the County of Riverside (FY20/21-FY24/25) through June 30, 2025, and authorize the Chairman of the Board to execute three (3) copies of the attached Agreement on behalf of the County.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Navs:

None

Absent:

None

Date:

August 25, 2020

XC:

Sheriff

3.50

Kecia R. Harper

Clerk of the Board

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	\$	740,000	\$	775,000	\$ 4,100,000	\$0
NET COUNTY COST		\$ 0		\$0	\$0	\$0
SOURCE OF FUNDS: 100% Contract City Law Enforcement Revenue					Budget Adjustment: No	
					For Fiscal Ye	ar: 20/21-24/25

C.E.O. RECOMMENDATION: Approve

BR: 21-016

Prev. Agn. Ref.: 8/27/19 3.31

BACKGROUND:

Summary

Per the request of the District, the Sheriff's Department will continue to provide two (2) Officer and one (1) Sergeant position to the Southern Coachella Valley Community Services District. All costs for this service will be fully recovered through Board-approved rates. County Counsel has approved the Agreement as to form.

The FY 2020-21 estimated law enforcement cost is \$740,000. The Department has included the cost estimate in its budget; therefore, no budget adjustment is necessary.

Impact on Residents and Businesses

Pursuant to this agreement, the Sheriff is providing dedicated enhanced law enforcement services to unincorporated County areas. The service level is approved by a vote of the property owners within the District.

Attachments

3 – Agreements for Law Enforcement Services between the Southern Coachella Valley Community Services District and the County of Riverside

Cherilyn Williams

State

Cherilyn Williams

State

Gregory

Friance, Director County Counsel 8/11/2020

AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE SOUTHERN COACHELLA VALLEY COMMUNITY SERVICES DISTRICT AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the SOUTHERN COACHELLA VALLEY COMMUNITY SERVICES DISTRICT, an independent special district, hereinafter "District," 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 <u>Effective Dates.</u> This Agreement shall be effective from July 1, 2020 through June 30, 2025.
- 1.2 Renewal. In the event District desires to renew this Agreement for any current five (5) year period, the District Directors, not later than six (6) months preceding the expiration date of this Agreement, shall notify 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 the District, the parties may mutually approve and ratify any automatic renewal of this Agreement retroactively to the effective date of such automatic renewal.
- 1.3 <u>Termination.</u> Notwithstanding the provisions of Paragraphs 1.1 and 1.2 herein, either party may terminate this Agreement as of the beginning of the first day of July of any year upon notice in writing to the other party of not less than six (6) months prior thereto.

2. SCOPE OF SERVICE

The County agrees, through Sheriff thereof, to provide municipal police protection within the geographical limits of District to the extent and in the manner hereinafter set forth. The services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by the Sheriff under State statutes. Such services shall include the enforcement of State Criminal Codes and the codes and ordinances applicable to the District. Services shall also include traffic enforcement and related services to the extent possible given the size of the force provided for in this Agreement.

3. LEVEL OF SERVICE

- 3.1 <u>Level of Service Specified.</u> County shall provide law enforcement services at the level specified in Attachment A, attached hereto and incorporated herein by this reference.
- 3.2 <u>Variation in Level of Service</u>. Increases or decreases in the level of service shall be made by amendment, as provided for in Section 9 of this Agreement. If District 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

4. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

- 4.1 <u>Supervision.</u> 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.
- 4.2 <u>Labor and Equipment.</u> 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. All personnel and equipment provided under this Agreement shall be restricted to service within the boundaries of the District or conducting necessary activities directly related to the contracted scope of service while the personnel and equipment costs are being charged to the District, unless approved in advance by the District's General Manager and/or Board of Directors, or in an emergency. Notwithstanding anything herein contained, it is agreed that in all instances where specific equipment used solely to support specialized enforcement activities within the District 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 District, such equipment and materials shall be supplied by District at its own cost and expense. Any such special equipment or materials so purchased by District shall meet with the Sheriff's specifications shall remain within the District limits, and ownership title thereto shall remain with District.

However, under no circumstances shall District 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 District and shall charge District for their use on a per mile basis.

4.3 <u>District-Owned Motorcycles and Specialized Support Vehicles.</u> In the event District 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 District. It is further understood that District 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.

District 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 District-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 District-owned motorcycles or specialized support vehicles, including the property damage caused by the negligence or wrongful acts of County officers and employees while operating District-owned motorcycles and specialized support vehicles. Motorcycles and specialized support vehicles

shall be used only for District-approved functions.

4.4 <u>Vehicle Insurance</u>. District shall maintain insurance for any physical damage to the District-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 District 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 District-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 District'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.

5. EMPLOYMENT STATUS OF PERSONNEL

- 5.1 <u>Employment Status.</u> Any person employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of County on special assignment to District for the purposes of this Agreement, and shall not be considered employees of District. No such County employee shall have any entitlement to pension or civil service benefits from District.
- 5.2 <u>Personnel Changes.</u> County shall give District a 30 day notice of any changes in the Sheriff's Station personnel assigned to District service.
- 5.3 <u>Labor Shortage</u>. In the event of a work slow-down, strike, or any other form of job action by those individuals assigned to District, County agrees to provide only that level of service which may be available through mutual aid, pursuant to Government Code Section 8615, et seq. District shall be billed only for the actual hours of service received.

6. COMPENSATION

- 6.1 <u>Payment Basis.</u> District shall reimburse County for the cost of rendering services pursuant to this Agreement. Such cost of services shall be established and approved by the County Board of Supervisors in the form of an hourly rate for personnel services, a mileage rate, and a facilities charge, and shall include all items of cost and expense to the Sheriff for providing the services hereunder. "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 the County's obligation to enforce State law.
- 6.2 <u>Establishment of Costs.</u> The law enforcement cost to be charged to District by way of an hourly rate, a mileage rate, and a facilities charge shall be adjusted periodically to reflect any changes in the cost to County for providing services hereunder. District shall be notified of the change in cost to be charged District prior to submittal of the proposed change to the County Board of Supervisors, and District shall be given the opportunity to review the proposed change with County personnel. District shall, thereafter, be notified of adoption by County of the costs to be charged District, and said new costs to District shall take effect on the same date as County incurs the cost. Should District, subsequent to a cost 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 District is willing to expend.
- 6.3 Payment of Costs. County, through the Sheriff's Department, shall provide to District within 30 days of the conclusion of each billing period an itemized statement of the costs for services being charged for said period. District shall remit payment to the invoicing department within 30 days after receipt of such statement. If such payment is not received by the County within thirty (30) days after rendition of billing, County may satisfy such indebtedness from any funds of the District on deposit with the County without giving further notice to the District of County's intention to do so, or may use any other remedy provided by law.

7. INDEMNIFICATION AND HOLD HARMLESS

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

8. ADMINISTRATION

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

9. 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.

10. 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 District

Chad Bianco, Sheriff Southern Coachella Valley CSD Riverside County Sheriff's Department Post Office Box 512 Riverside, California 92502

PO Box 302 Thermal, CA 92234

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

11. 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.

12. STANDARD OF CARE

In performing the police services required by this Agreement, the 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.

13. 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.

14. 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 SOUTHERN COACHELLA VALLEY Community Services District by resolution duly adopted by its District Directors, has caused this agreement to be signed by its General Manager 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 on the dates indicated below.

SOUTHERN COACHELLA VALLEY	
COMMUNITY SERVICES DISTRICT	7

Date: (0 18 20

Ben Crowson

Title: General Manager

ATTEST:

Name

Title

COUNTY OF RIVERSIDE

Date: AUG 2 5 7020

y:____

Greg P. Priamos

County Counsel

V. Manuel Perez Chairman of the Board

APPROVED AS TO FORM:

Riverside County Board of Supervisors

ATTEST:

Kecia R. Harper

Clerk of the Board

By:_

Susanna Oh

Deputy County Counsel

14. 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 SOUTHERN COACHELLA VALLEY Community Services District by resolution duly adopted by its District Directors, has caused this agreement to be signed by its General Manager 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 on the dates indicated below.

	SOUTHERN COACHELLA VALLEY COMMUNITY SERVICES DISTRICT
Date: (0 18 20	(ZON)
Date: (0 8 20	By:
	Ben Crowson
	Title: General Manager
	ATTEST:
	Name
	Title
	Rolling
	By: Selecco Baoughton
	0
	COUNTY OF RIVERSIDE
Date:	By:
	V. Manuel Perez
	Chairman of the Board
	Riverside County Board of Supervisors
ATTEST:	APPROVED AS TO FORM:
Kecia R. Harper	Greg P. Priamos
Clerk of the Board	County Counsel
CICIK OF the Board	County Counsel
Ву:	By:
Deputy	Susanna Oh
20.7	Deputy County Counsel

ATTACHMENT A

SOUTHERN COACHELLA VALLEY COMMUNITY SERVICES DISTRICT LEVEL OF SERVICE

Dedicated (Non-Replaced) Positions

One (1) Sheriff's Sergeant Position

Two (2) Deputy Sheriff Positions

From: COB

Sent: Monday, August 24, 2020 10:27 AM

To: George Johnson (GAJohnson@RIVCO.ORG) <GAJohnson@RIVCO.ORG>; Young, Alisa <AYoung@RIVCO.ORG>; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG) <District4@RIVCO.ORG>; District2 <District2@Rivco.org>; District3 <District3@Rivco.org>; District5 <District5@Rivco.org>; Supervisor Jeffries - 1st District (district1@rivco.org) <district1@rivco.org>

Cc: Long, Emily <elong@riversidesheriff.org>; Andrews, Ruth <randrews@riversidesheriff.org>; Gunzel, Robert <rgunzel@riversidesheriff.org>; Van Wagenen, Jeffrey <JVanWagenen@RIVCO.ORG>

Subject: August 25 2020 Item No 3.50 Public Comment CVCSD Law Enforcement Agreement (Ed Luna)

Good morning,

Please see email below and attachment received as Public Comment for August 25, 2020 Item No 3.50 (MinuteTraq No 13157).

Thank you kindly, and please stay well and safe,

Clerk of the Board of Supervisors 4080 Lemon Street, 1st Floor, Room 127 Riverside, CA 92501 (951) 955-1060 Fax (951) 955-1071 Mail Stop #1010 cob@rivco.org

website: http://rivcocob.org/

https://www.facebook.com/RivCoCOB/



TOGETHER, Everybody Counts!





IECounts.org

NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone and immediately delete this communication and all its attachments.

From: Ed Luna < leo9hrt@gmail.com > Sent: Sunday, August 23, 2020 7:56 AM

To: COB <<u>COB@RIVCO.ORG</u>>; District 4 Supervisor V. Manuel Perez <<u>District4@RIVCO.ORG</u>>; Brad Anderson <<u>ba4612442@gmail.com</u>>; Alianza Coachella Valley <<u>info@alianzacv.org</u>>; Eduardo L. <<u>doneduardo-@hotmail.com</u>>; Joseph Avila <<u>javil015@ucr.edu</u>>; Rebecca Zaragoza <<u>rzaragoza@leadershipcounsel.org</u>>; Mecca North Shore C C <<u>betoelchacaron@aol.com</u>>; CommitteeOne@rivcogj.org; Leslie Figueroa <<u>lfigueroa@leadershipcounsel.org</u>>; Laurie <<u>desertprincesslaurie@yahoo.com</u>>; <u>scvcsd@verizon.net</u>; Nataly Escobedo Garcia <<u>ngarcia@leadershipcounsel.org</u>>; Elena Alonzo <<u>ealonzo@cvusd.us</u>>; Gina Chapa <<u>ginachapa@gmail.com</u>>; Jaime Gonzales <<u>jgonza3322@yahoo.com</u>>; Lisa Castro <<u>castro.lisaj@gmail.com</u>>; Ricardo Lopez <<u>rlopez@palmspri.gannett.com</u>>; <u>Medjul@aol.com</u>; Meccacitizen@aol.com; Vazquez, Miguel <<u>MVazquez@ruhealth.org</u>>; Flores, Robert <<u>rflores@RIVCO.ORG</u>>; Telles, Monica <<u>MTelles@rivco.org</u>>; Bill M. <<u>bill_marin@hotmail.com</u>>; Vic M. <<u>panamavicks@hotmail.com</u>>; Martha.Sanchez@cdpr.ca.gov; afarol@aqmd.gov

Subject: Policy Calendar 3.5, Agenda Item #13157

Respectfully request that the Clerk's office provide each member of the Board of Supervisors, Riverside County, including departments relevant to topic, copy of the enclosed correspondence.

Thank you,

Ed Luna Mecca, California

Sent from my iPhone 8/25/20 3.50

25 August 2020

TO: Board of Supervisors, Riverside County, State of California

From: Ed Luna, Mecca, California

Subject: Policy Calendar 3.5; Agenda Item # 13157

Regarding this matter before you, I strongly oppose this action for the following reasons:

1. Chief Executive Officer for the County of Riverside stated in 2018-2019, that: "The most important priority for the County of Riverside is protecting the safety of its constituents."

It would be difficult to deconstruct that statement in any manner as to create any doubt upon the grave responsibility and fiduciary imperative conferred upon this honorable chamber (BOS).

2. This Board intends to 'loan' over Four Million Dollars (\$4,100,000.00) of public revenues to save the Southern Coachella Valley Community Services District (SCVCSD).

The BOS proposes to recapture those funds from the SCVCSD as part of its intended contract (Term 6.1). However, that district consists of unincorporated entities. Revenue for law enforcement services are already provided by the taxpayers of our communities, and collected by the County of Riverside in the form of a General Fund Assessment (2019-20).

This is an important matter because the proposed contract before you, includes no reference to the current (the SCVCSD) fee structure that currently applies to business, home, and property owners within its jurisdiction. Nor does it state the terms of the loan, such as duration, payment cycles, amounts or interest.

Audit reports for the SCVCSD continue to arrive at a negative opinion, which may validate documented complaints regarding possible mismanagement and misappropriation of taxpayer's monies. Also, a recently released report issued by the Riverside County Grand Jury cited some 'serious concerns' regarding its investigation into purported fiscal malfeasance of the SCVCSD.

Further, no notices provided to the assessed property owners within its jurisdiction regarding the findings of the Grand Jury, thus, no opportunity for the people to review, digest, or comment upon these findings.

It may be prudent to consider whether this oversight may or may not be an alarm to invoke the Ralph M. Brown Act (viz, Sec. 54952.2(b); 54952.2(b)(1) & 54952.2(c)(1); et al.).

25 August 2020 To: Board of Supervisors From: Ed Luna Agenda Item: #13157

Page 2.

Some questions arise:

A. How can the Board of Supervisors justify contracting with an agency, whose history of governance and operations has caused their own Auditor to conclude for three years in succession in the Annual Audit Reports for the District that certain "...factors raise substantial doubt about the District's ability to continue as a going concern."?

B. How can this honorable board justify the use of tax payer revenues in a manner of a loan or surety bond without voter approval?

C. Will the Board of Supervisors ignore or refute the Findings or Recommendations of the Grand Jury stemming from their investigation into the operation and financial situation of the SCVCSD?

I submit these questions to you with the respect and dignity which is due to your charge.

And until such justification be sufficiently provided to the general public, my appeal to you at this time is to withdraw from any further action on the matter before you as referenced, Agenda Item 13157.

Respectfully submitted,

Ed Luna

Mecca, California