

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



ITEM: 3.52
(ID # 13175)

MEETING DATE:
Tuesday, August 25, 2020

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and approve the Five Year Law Enforcement Services Agreement between the Mt. San Jacinto Community College District and the County of Riverside (FY20/21-FY24/25). District Three. [\$5,920,000 - School Services Law Enforcement 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Five Year Law Enforcement Services Agreement between the Mt. San Jacinto Community College District and the County of Riverside for the term July 1, 2020 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

Robert Gunzel

Robert Gunzel, Assistant Sheriff

8/13/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly, 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: *Diana Passer*
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	\$ 1,075,000	\$ 1,127,000	\$ 5,920,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% School Services Law Enforcement Revenue			Budget Adjustment:	No
			For Fiscal Year:	20/21-24/25

C.E.O. RECOMMENDATION: Approve

BR: 21-021

Prev. Agn. Ref.: 8/18/15 3.66

BACKGROUND:

Summary

The Mt. San Jacinto Community College District approved the new five-year Agreement for Law Enforcement Services with the County of Riverside for the County Sheriff's Provision of four Dedicated Deputy Sheriffs at the MSJC campus. The current contract expired on June 30, 2020, and the attached agreement ensures that service will continue uninterrupted.

The FY2020-21 estimated law enforcement cost is \$1,075,000 and \$5,920,000 over the five-year term of the agreement. 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

The Sheriff and District share common goals that include the provision of programs that address the needs of students at risk. The SRO's serve as a visual deterrent to aberrant behavior and thereby enhance the District's campus control and student protection. All costs for this contract will be fully recovered through Board-approved rates.

ATTACHMENTS:

3 - Agreements for Law Enforcement Services between the Mt. San Jacinto Community College District and the County of Riverside


Cheryl Williams

8/14/2020


Gregory V. Priamos, Director County Counsel

8/12/2020

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the MT. SAN JACINTO COMMUNITY COLLEGE 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 Effective Dates. 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 Termination. 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 campus limits of the San Jacinto, Menifee, San Gorgonio and Temecula campuses 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 campus limits of the San Jacinto, Menifee, San Gorgonio and Temecula campuses. District shall not hire any other persons or company to provide general and specialized law enforcement services within the campus limits of the San Jacinto, Menifee, San Gorgonio and Temecula campuses. However, District is not precluded by any language in this section from hiring unarmed security guard service or unarmed Campus Security Officers. The Sheriff's 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 all pertinent District criminal code 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.

3. LEVEL OF SERVICE

3.1 Level of Service. County shall provide all enforcement services at the level specified in Attachment A, 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 9 of this Agreement, County agrees to provide such increased level of service as soon as is practicable, consistent with the ability of the Sheriff to do so.

4. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

4.1 Supervision. The Hemet Sheriff Station Commander will function as the District's Police Chief. 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 District's Police Chief or designated representative will meet and confer with the Superintendent/President or a designated representative on questions related to the provision of services.

4.2 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. 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 District-Owned and Specialized Support Vehicles. 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 Vehicle Insurance. 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 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 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 Personnel Changes. County shall give District a 30 day notice of any changes in the Sheriff's Station personnel assigned to District service.

5.3 Labor Shortage. 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 Payment Basis. 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 Establishment of Costs. 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

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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 District Vice President of Business Services 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:

<u>County</u> Chad Bianco, Sheriff Riverside County Sheriff's Department Post Office Box 512 Riverside, California 92502	<u>District</u> Mt. San Jacinto Community College District 1499 N. State Street San Jacinto, CA 92583 Attn: Beth Gomez, Vice President of Business Services
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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

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IN WITNESS WHEREOF, the Mt. San Jacinto Community College District, by minute order or resolution duly adopted by its Board of Trustees, has caused this Agreement to be signed by its Vice President of Business Services and attested and sealed by its Director, 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.


MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

Dated: July 27, 2020

DocuSigned by:
Beth Gomez
By: 354F8501175E44B...
Beth Gomez
Vice President of Business Services

ATTEST:
Name: n/a
Title:

By: _____


July 27, 2020

COUNTY OF RIVERSIDE

Dated: _____

By: _____
V. Manuel Perez, Chair
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

Original 1 of 3

IN WITNESS WHEREOF, the Mt. San Jacinto Community College District, by minute order or resolution duly adopted by its Board of Trustees, has caused this Agreement to be signed by its Vice President of Business Services and attested and sealed by its Director, 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.

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

Dated: July 27, 2020

DocuSigned by:
Beth Gomez
354F8501175E44B...
By: Beth Gomez
Vice President of Business Services

ATTEST:
Name: n/a
Title:

By: _____

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AJ
July 27, 2020

COUNTY OF RIVERSIDE

Dated: AUG 25 2020

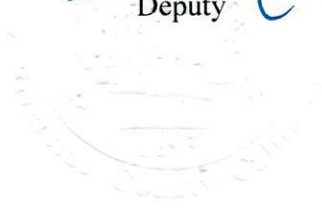
By: V. Manuel Perez
V. Manuel Perez, Chair
Riverside County Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

By: Disinella Passo
Deputy

APPROVED AS TO FORM:
Greg P. Priamos
County Counsel

By: Susanna Oh
Susanna Oh
Deputy County Counsel



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ATTACHMENT A

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

LEVEL OF SERVICE

Dedicated Positions

Four (4) Deputy Sheriff (Intermediate fully Supported) positions