

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



ITEM: 3.33
(ID # 15369)

MEETING DATE:
Tuesday, June 22, 2021

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Two-Year Agreement for Law Enforcement Services between the City of La Quinta and the County of Riverside, District 4. [\$33,300,000 - Contract City Law Enforcement Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement for Law Enforcement Services between the City of La Quinta and the County of Riverside for FY21/22-22/23, from July 1, 2021 through June 30, 2023, and authorize the Chair of the Board to execute the Agreement on behalf of the County.

ACTION: Policy


Donald Sharp, Assistant Sheriff 6/2/2021

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
Nays: None
Absent: None
Date: June 22, 2021
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	\$ 0	\$ 16,250,000	\$ 33,300,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Contract City Law Enforcement Revenue			Budget Adjustment: No	
			For Fiscal Year: 21/22-22/23	

C.E.O. RECOMMENDATION: Approve

BR: 21-078

Prev. Agn. Ref.: 3/2/21 3.19

BACKGROUND:

Summary

On April 28, 2020, the Mayor of the City of La Quinta approved the Agreement for Law Enforcement Services between the City of La Quinta and the County of Riverside. The current contract expires on June 30, 2021, and the attached agreement ensures that the same level of service will continue uninterrupted. County Counsel has approved the Agreement as to form.

The FY 2021-22 estimated law enforcement cost is \$16,250,000. The Department has included the cost estimate in its budget; therefore, no budget adjustment is necessary.

Impact on Residents and Businesses

This is an agreement with the Sheriff's Department for law enforcement services, which the City of La Quinta approved and executed on behalf of its citizens. All costs for this service will be fully recovered through Board-approved rates.

Attachments

3 – Agreements for Law Enforcement Services between the City of La Quinta and the County of Riverside

Cherilyn Williams
Cherilyn Williams

6/14/2021

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

6/1/2021

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE CITY OF LA QUINTA

AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the CITY OF LA QUINTA, a Charter city, hereinafter "City," 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, 2021 through June 30, 2023.

1.2 Renewal. In the event City desires to terminate this Agreement at the end of any current two (2) year period, the City Council, not later than twelve (12) months preceding the expiration date of the current term of this Agreement, shall notify the Sheriff and the Board of Supervisors that it wishes to terminate the same.

1.3 Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 herein, either party may terminate this Agreement upon notice in writing to the other party of not less than twelve (12) months prior to the effective termination date.

2. SCOPE OF SERVICE

2.1 Services. The County agrees, through Sheriff thereof, to provide municipal police protection within the corporate limits of City 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 corporate limits of City. City shall not hire any other persons or company to provide general and specialized law enforcement services within the corporate limits of City. However, City is not precluded by any language in this section from hiring an unarmed code enforcement unit. The Sheriff's services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by a police department of the City under State statutes. Such services shall include the enforcement of State Criminal Codes and all pertinent City criminal codes 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. However, all investigator overtime will be charged to City at the Board of Supervisors approved hourly overtime rate.

2.2D Establishment of RMS Rates and Payment of Costs. Establishment of RMS rates and payments for provided services shall be as specified in Sections 7.2 and 7.4 of this Agreement.

3. LEVEL OF SERVICE

3.1 Level of Service Specified. 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 11 of this Agreement, and under the following terms:

If City 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 to hire and train recruits.

If City elects to reduce the level of service provided herein by ten percent (10%) or greater, City must give notice in writing to County not less than twelve (12) calendar months prior to the effective date of such reduction. If City elects to reduce the level of service provided herein by less than ten percent (10%), County agrees to reduce the level of service accordingly as soon as it is practicable. The level of service, however, may not be reduced to below the minimum level, as determined by County, required to ensure public and officer safety.

4. CHIEF OF POLICE

The Sheriff will, to the extent practical, coordinate appointment of a Police Chief with City and consult with City on final selection for the position.

5. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

5.1 Supervision. 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 Sheriff or a designated representative will meet and confer with the City Manager or a designated representative on questions related to the provision of services.

5.2 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. Location of the above will not necessarily be within City limits. Notwithstanding anything herein contained, it is agreed that in all instances where specific equipment used solely to support specialized enforcement activities within the City 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 City, such equipment and materials shall be supplied by City at its own cost and expense. Any such special equipment or materials so purchased by City shall meet with the

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 City-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 City'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.

6. EMPLOYMENT STATUS OF PERSONNEL

6.1 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 City for the purposes of this Agreement, and shall not be considered employees of City. No such County employee shall have any entitlement to compensation, workers' compensation coverage, pension, or civil service benefits from City.

6.2 Labor Shortage. In the event of a work slow-down, strike, or any other form of job action by those individuals assigned to City, County agrees to provide only that level of service which may be available through mutual aid, pursuant to Government Code Section 8615, et seq. City shall be billed only for the actual hours of service received.

7. COMPENSATION

7.1 Payment Basis. City shall reimburse County the cost of rendering services hereunder at rates established by the County Board of Supervisors, which rates shall include all items of cost and expense to the Sheriff for providing the services hereunder. Such cost of services shall be established by the County Board of Supervisors in the form of hourly rates for Sheriff's Department personnel, vehicle mileage rates, facility use rates, RMS transaction fees and CAL-ID fees. "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 County's obligation to enforce

7.5 Field Training Costs. Should City elect to add additional Deputy Sheriff positions to the level of service described herein, there will be an associated field training cost for each additional position. City will be billed, on a separate invoice, up to a maximum of sixteen (16) weeks of training on a one-time basis for each additional Deputy position. Said cost will be charged at the Unsupported Deputy hourly rate as approved by the County Board of Supervisors. Billing will be provided for field training costs in conjunction with the rate adjustment billing. Field training costs will not apply to supervisory or classified positions added to the level of service.

7.6 Miscellaneous Costs. There are a number of other service costs that City shall be responsible for paying as they are incurred. These costs are not included as the support or service and materials cost components in the fully supported Deputy hourly rate, nor any other such rates established by the County Board of Supervisors. These service costs may include, but are not limited to, charges from vendors for: crime scene clean-up, blood draws, rape exams, polygraph exams, specialized printing jobs exclusive to City and training for personnel requested by City for specialized law enforcement.

8. INDEMNIFICATION AND HOLD HARMLESS

8.1 Indemnification by City. City 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 City, 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. City 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 City, City 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 City's indemnification of County. City's obligations hereunder shall be satisfied when City 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 City's obligations to indemnify and hold harmless the County.

8.2 Indemnification by County. County shall indemnify and hold harmless the City, 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

County
Chad Bianco, Sheriff
Riverside Station
Post Office Box 512
Riverside, California 92502

City
City of La Quinta
78495 Calle Tampico
La Quinta, CA 92253
Attn: City Manager

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

Notice shall be deemed given when in writing and delivered personally or mailed with confirming delivery receipt addressed as set out above.

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 shall continue in full force and effect.

14. STANDARD OF CARE

In performing the police services required by this Agreement, 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. All Sheriff's personnel who provide general and specialized law enforcement services to City pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

15. 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.

16. 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 City of La Quinta, by minute order or resolution duly adopted by its City Council, has caused this Agreement to be signed by its Mayor 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 Chair of said Board and sealed and attested by the Clerk of said Board, all on the dates indicated below.

CITY OF LA QUINTA

Dated: 4/28/2021

By: Linda Evans
Linda Evans, Mayor

APPROVED AS TO FORM:
William H. Ihrke
City Attorney

ATTEST:
Name: Monika Radeva
Title: City Clerk

By: William H. Ihrke

By: Monika Radeva

COUNTY OF RIVERSIDE

Dated: June 22, 2021

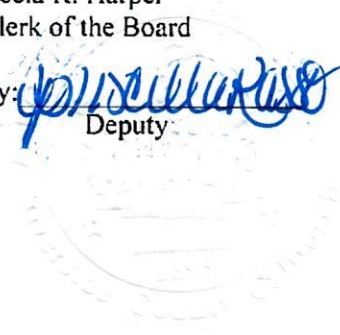
By: Karen S. Spiegel
Karen Spiegel, Chair
Riverside County Board of Supervisors

ATTEST:
Kecia R. Harper
Clerk of the Board

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Deputy

By: Lisa Sanchez
Lisa Sanchez
Deputy County Counsel



ATTACHMENT A
CITY OF LA QUINTA
LEVEL OF SERVICE

Average Patrol Services

130 fully supported hours per day (Approximate equivalent of 25 Deputy Sheriff positions @ 1,884 annual productive hours per position.)

Dedicated Positions

- One (1) Sheriff's Lieutenant position
- Two (2) Sheriff's Sergeant positions
- Five (5) Deputy Sheriff (fully supported) positions – Target Team
- Two (2) Deputy Sheriff (fully supported) positions – Motor Officers
- Three (3) Deputy Sheriff (fully supported) positions – Traffic Officers
- One (1) Deputy Sheriff (unsupported) position – Violent Crime Gang Task Force
- One (1) Deputy Sheriff (unsupported) position – Coachella Valley Narcotics Task Force
- Six (6) Community Service Officer II positions