

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



ITEM: 3.52
(ID # 18099)

MEETING DATE:

Tuesday, January 25, 2022

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and approve the Law Enforcement Services Agreement between the County of Riverside and the Riverside Community College District for the Provision of Sheriff's 911 Communication Officers, Districts 1, 2 & 5. [\$675,000 – 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 Riverside Community College District for the Provision of Sheriff's 911 Communications Officers, and authorize the Chair of the Board to execute three (3) copies of the attached Agreement on behalf of the County.
2. Approve and direct the Auditor Controller to make the budget adjustment shown in Schedule A.

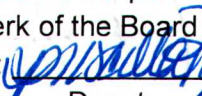
ACTION: 4/5 Vote Required, Policy


Matthew Jimenez 1/19/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel seconded by Supervisor Washington 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: January 25, 2022
xc: Sheriff-Coroner-PA

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	\$ 127,000	\$ 267,000	\$ 675,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% School Services Law Enforcement Revenue			Budget Adjustment: Yes	
			For Fiscal Year: 21/22-23/24	

C.E.O. RECOMMENDATION: Approve

BR: 22-057

Prev. Agn. Ref.: N/A

BACKGROUND:

Summary

On December 15, 2021, Riverside Community College District approved the Agreement with the County of Riverside for the Sheriff's provision of Sheriff's 911 Communication Officer services. RCCD has requested to contract with the Sheriff's Department for these services beginning January 1, 2022 and continuing for two additional fiscal years.

The FY2021-22 estimated cost for six months of service is \$127,000. The Department is requesting a budget adjustment now as the additional expenses could not be anticipated during budget preparation. County Counsel has approved the agreement as to form.

ATTACHMENTS:

3 – Law Enforcement Services Agreement between the County of Riverside and the Riverside Community College District

SCHEDULE A - FY21/22

Increase Appropriations

10000-2500200000-510040	Regular Salaries	88,900
10000-2500200000-518100	Budgeted Benefits	<u>38,100</u>
	TOTAL	127,000

Increase Estimated Revenue

10000-2500200000-773570	School Services Law Enforcement	127,000
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SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA


Heydee Koury, Sr Accountant - Auditor 1/19/2022


Rebecca S Cortez, Principal Management Analyst 1/19/2022


Gregory V. Priamos, Director County Counsel 1/11/2022

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE RIVERSIDE COMMUNITY COLLEGE DISTRICT FOR THE COUNTY SHERIFF'S PROVISION OF SHERIFF'S 911 COMMUNICATION OFFICERS

This Agreement is made and entered into by and between the Riverside Community College District, hereinafter "RCCD," 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, RCCD operates a District/College Police Department in accordance with the provisions of California Education Code section 72330 et seq.; and

WHEREAS, RCCD has identified a need to deliver Sheriff's 911 Communication Officer services to RCCD; and

WHEREAS, County has the ability to provide the communication services to RCCD as described by the Scope of Service below; and

WHEREAS, County and RCCD desire to work cooperatively towards these goals by entering into this Agreement to provide Sheriff's 911 Communication Officers to provide dispatch services;

IT IS THEREFORE AGREED AS FOLLOWS:

- EFFECTIVE DATES This Agreement shall be effective from January 1, 2022 through June 30, 2024.
- SCOPE OF SERVICE County agrees to provide Sheriff's 911 Communication Officers to RCCD at the level specified in Attachment A, attached hereto and incorporated herein by this reference. The duties of the Sheriff's 911 Communication Officer shall include communication link between the RCCD and Sheriff patrol units and emergency 911 calls for service.
- 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.
- COMPENSATION RCCD 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. The rates charged to RCCD 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.
- COUNTY EMPLOYEE Sheriff's 911 Communication Officers shall remain a employee of Sheriff on special assignment to RCCD for the purposes set forth in this

Agreement, and shall not be considered an agent, or employee of RCCD. 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 or until RCCD has secured another agreement to deliver communication services. In the event of termination, RCCD shall pay for services actually rendered through the termination date only.

7. HOLD HARMLESS AND INDEMNIFICATION

A. RCCD 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 RCCD, 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. RCCD 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 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 County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes RCCD's indemnification of County. RCCD's obligations hereunder shall be satisfied when RCCD 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 RCCD's obligations to indemnify and hold harmless the County.

B. County shall indemnify and hold harmless the RCCD, 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 RCCD, 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 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.

8. ADMINISTRATION The Vice Chancellor, Business and Financial Services, of RCCD shall administer this Agreement on behalf of RCCD, 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 RCCD services under this Agreement, as allowed by law. County shall provide RCCD access to appropriate records pertaining to RCCD 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

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

RCCD

Riverside Community College District
3801 Market Street
Riverside, CA 92501
Attn: Chief of Police

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

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: 12/15/2021

Riverside Community College District

By: 
Aaron S. Brown, CPA
Vice Chancellor,
Business and Financial Services

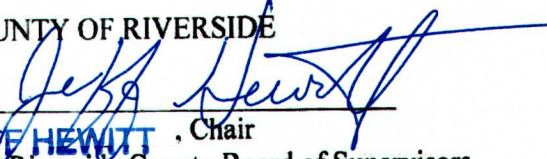
ATTEST:

Name
Title

By: _____

Dated: JAN 25 2022

COUNTY OF RIVERSIDE

By: 
JEFF HEWITT, Chair
Riverside County Board of Supervisors

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Kristine Bell-Valdez
Deputy County Counsel

ATTACHMENT A

RIVERSIDE COMMUNITY COLLEGE DISTRICT POLICE DEPARTMENT


LEVEL OF SERVICE

12 hours per day – Sheriff's 911 Communication Officer II - RCCDPD

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: 12/15/2021

Riverside Community College District

By: 
Aaron S. Brown, CPA
Vice Chancellor,
Business and Financial Services

ATTEST:

Name
Title

By: _____

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Karen Spiegel, Chair
Riverside County Board of Supervisors

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Kristine Bell-Valdez
Deputy County Counsel

RCCDPD FY21-24 Dispatch_1

Final Audit Report

2021-12-15

Created:	2021-12-15
By:	Rachelle Arispe (rachelle.arispe@rccd.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAUr0tzhw_GNbXHkBh_1tWQ31SgFmXZ1f

"RCCDPD FY21-24 Dispatch_1" History

-  Document created by Rachelle Arispe (rachelle.arispe@rccd.edu)
2021-12-15 - 10:48:39 PM GMT- IP address: 204.69.3.16
-  Document emailed to Aaron Brown (aaron.brown@rccd.edu) for signature
2021-12-15 - 10:49:16 PM GMT
-  Email viewed by Aaron Brown (aaron.brown@rccd.edu)
2021-12-15 - 11:55:50 PM GMT- IP address: 204.69.3.16
-  Document e-signed by Aaron Brown (aaron.brown@rccd.edu)
Signature Date: 2021-12-15 - 11:56:02 PM GMT - Time Source: server- IP address: 204.69.3.16
-  Agreement completed.
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