

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



ITEM: 3.29  
(ID # 20392)

**MEETING DATE:**  
Tuesday, November 08, 2022

**FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Approve the Three-Year Agreement for Law Enforcement Services between the Joint Powers Commission of the March Joint Powers Authority and the County of Riverside (FY22/23-24/25), District Five. [\$704,600 - Contract City Law Enforcement Revenue 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Three-Year Agreement for Law Enforcement Services between the Joint Powers Commission of the March Joint Powers Authority and the County of Riverside through June 30, 2025, and authorize the Chair of the Board to execute three (3) copies of the attached Agreement on behalf of the County.

**ACTION:**Policy

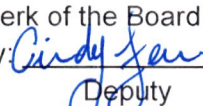
  
David Lelevier, Assistant Sheriff 10/28/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez  
Nays: None  
Absent: None  
Date: November 8, 2022  
xc: Sheriff

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 223,500	\$ 235,100	\$ 704,600	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% Contract City Law Enforcement Revenue</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 22/23-24/25</b>	

**C.E.O. RECOMMENDATION:** Approve

**BR: 23-007**

**Prev. Agn. Ref.: 8/29/17 3.100**

**BACKGROUND:**

**Summary**

Under this Agreement, the Sheriff's Department will continue to provide contract services in the form of four hours of daily patrol in specific areas within the March Air Force Base. County Counsel has approved the Agreement as to form.

The FY 2022-23 estimated law enforcement cost is \$223,500. The Department has included the cost estimate in its budget; therefore, no budget adjustment is necessary.

**Impact on Residents and Businesses**

All costs for this service will be fully recovered through Board-approved rates.

**Attachments**

3 – Agreements for Law Enforcement Services between the Joint Powers Commission of the March Joint Powers Authority and the County of Riverside

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

*Rebecca S Cortez*  
Rebecca S Cortez, Principal Management Analyst 11/1/2022

*Kristine Bell-Valdez*  
Kristine Bell-Valdez, Supervising Deputy County Counsel 10/20/2022

AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE JOINT POWERS COMMISSION OF THE MARCH  
JOINT POWERS AUTHORITY AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ("Agreement") is made and entered into by and between the JOINT POWERS COMMISSION, on behalf of the MARCH JOINT POWERS AUTHORITY, hereinafter "JPA," and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the RIVERSIDE COUNTY SHERIFF'S DEPARTMENT, hereinafter "County", sometimes collectively referred to as the "parties" and individually as a "party".

IT IS THEREFORE AGREED AS FOLLOWS:

**1. TERM**

1.1 Term. This Agreement shall be effective from July 1, 2022 through June 30, 2025.

1.2 Renewal. In the event JPA desires to terminate this Agreement at the end of any current three (3) year period, JPA, not later than twelve (12) months preceding the expiration date of the current term of this Agreement, shall notify the Sheriff's Department and the County 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**

The County agrees, through the Sheriff's Department, to provide police protection within the geographical limits of those land parcels within the March Air Force Base that are depicted on Exhibit A attached hereto and incorporated herein by this reference. The services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by said Sheriff's Department under State statutes. Such services shall include the enforcement of State statutes and the local Codes and Ordinances as applicable 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 Specified. County shall provide law enforcement services at the level specified in Exhibit B, attached hereto and incorporated herein by this reference.

3.2 Variation in Level of Service. Variation in the level of service shall be made by amendment, as provided for in Section 9 of this Agreement. If JPA 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. Prior to the start of each fiscal year, the Sheriff shall review the level of service and make recommendations on service additions to ensure public and officer safety.

#### **4. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT**

4.1 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.

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. Location of the labor and equipment specified in the foregoing sentence will not necessarily be within JPA limits.

#### **5. EMPLOYMENT STATUS OF PERSONNEL**

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

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

#### **6. COMPENSATION**

6.1 Payment Basis. JPA 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 a hourly rate for personnel services and a mileage rate, and shall include all items of cost and expense to the Sheriff's Department 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 JPA by way of an hourly rate and a mileage rate shall be adjusted periodically to reflect any changes in the cost to County for providing services hereunder. JPA shall be notified of the change in cost to be charged JPA prior to submittal of the proposed change to the County Board of Supervisors, and JPA shall be given the opportunity to review the proposed change with County personnel. JPA shall, thereafter,

be notified of adoption by County of the costs to be charged JPA, and said new costs to JPA shall take effect on the same date as County incurs the cost. On Exhibit C the County has estimated annual costs for each year of the Agreement. In any given fiscal year, should projected year-end fees exceed the estimate after adjusted rates have been applied, County reserves the right to reduce the level of service in accordance with the amount JPA is willing to expend.

6.3 Payment of Costs. County, through the Sheriff's Department, shall provide to JPA within 30 days of the conclusion of each billing period, an itemized statement of the costs for services being charged for said period. JPA 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 JPA on deposit with the County as provided by law pursuant to Government Code Section 907.

## **7. INDEMNIFICATION AND HOLD HARMLESS**

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

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

**8. 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. No waiver of any term or condition of this Agreement by either party shall be a continuing waiver thereof.

**9. 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>JPA</u> March Joint Powers Authority Executive Director 14205 Meridian Parkway, Suite 140 Riverside, CA 92518
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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

**10. 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.

**11. 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. All Sheriff's personnel who provide general and specialized law enforcement services to JPA pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

**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.

**15. ELECTRONIC/DIGITAL SIGNATURES**

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

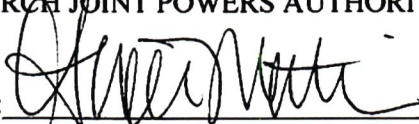
[SIGNATURES ON FOLLOWING PAGE]



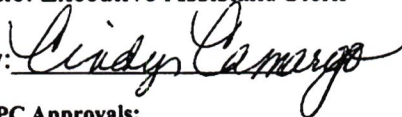
IN WITNESS WHEREOF, the Joint Powers Commission of the March Joint Powers Commission by resolution duly adopted by its members, has caused this Agreement to be signed by its Executive Director and attested and sealed, and the County of Riverside, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chair of said Board and sealed and attested by the Clerk of said Board, on the dates indicated below.

JOINT POWERS COMMISSION OF THE  
MARCH JOINT POWERS AUTHORITY

Dated: 09/28/22

By:   
Dr. Grace I. Martin, Executive Director

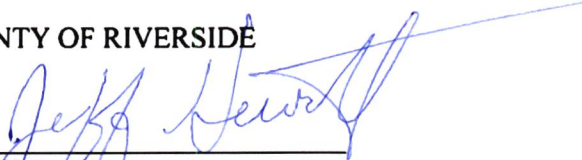
ATTEST:  
Name: Cindy Camargo  
Title: Executive Assistant/Clerk

By: 

JPC Approvals:  
06-08-2022 item 8 (5)  
09-28-2022 item 8 (7)

COUNTY OF RIVERSIDE


Dated: 11/08/2022

By:   
Jeff Hewitt  
Chair of the Board of Supervisors  
Riverside County Board of Supervisors

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By:   
Deputy

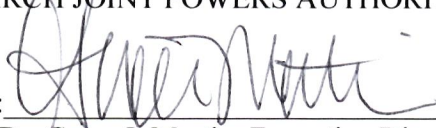
APPROVED AS TO FORM:  
County Counsel

By:   
Amrit P. Dhillon  
Deputy County Counsel

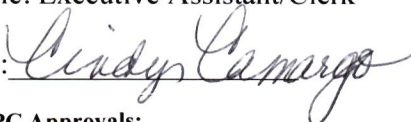
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JOINT POWERS COMMISSION OF THE  
MARCH JOINT POWERS AUTHORITY

Dated: 09/28/22

By:   
Dr. Grace I. Martin, Executive Director

ATTEST:  
Name: Cindy Camargo  
Title: Executive Assistant/Clerk

By: 

JPC Approvals:  
06-08-2022 item 8 (5)  
09-28-2022 item 8 (7)

COUNTY OF RIVERSIDE

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Hewitt  
Chair of the Board of Supervisors  
Riverside County Board of Supervisors

ATTEST:  
Kecia R. Harper  
Clerk of the Board

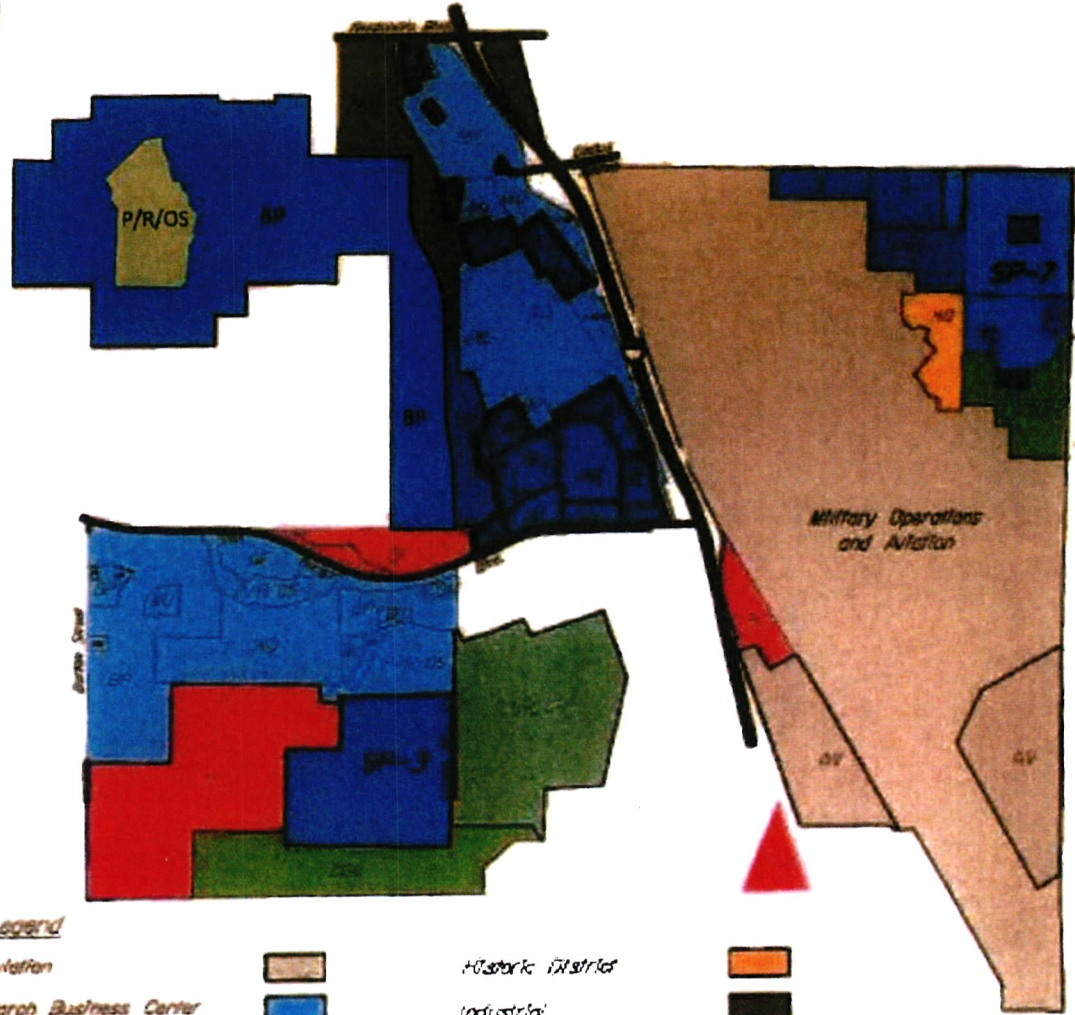
By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
County Counsel

By: \_\_\_\_\_  
Amrit P. Dhillon  
Deputy County Counsel

**EXHIBIT A**  
**MAP OF AREAS TO BE PATROLLED**  
**[Attached behind this Page]**

K:\Meridian\South Campus\Specific Plan Amendment\Exhibits\Figures\DWG\2017.09.28 - Revisions\Fig-3-EX\_General\_Plan\_Land\_Use-CPA.dwg 10-05-17-12:37 PM



Legend

- |   |  |   |  |
|---|--|---|--|
| Aviation                                  |  | Historic District                               |  |
| March Business Center Specific Plan SP-1  |  | Industrial                                      |  |
| Meridian Specific Plan Amendment SP-5     |  | March Air Reserve Base                          |  |
| Air Force Village West Specific Plan SP-3 |  | Mixed Use                                       |  |
| US Vets Specific Plan SP-6                |  | Office  |  |
| March LifeCare Campus Specific Plan SP-7  |  | Park Recreation/Open Space                      |  |
| Business Park                             |  | Public Facility                                 |  |
| Cemetery                                  |  | Meridian Specific Plan Amendment, SP-5 Ord 10-2 |  |
|   |  | NAP-10000                                       |  |

**GENERAL PLAN LAND USE PLAN**

**EXHIBIT B**  
**MARCH JOINT POWERS AUTHORITY**  
**LEVEL OF SERVICE**

Average Patrol Services

Four (4) hours of a Deputy Sheriff per day. This will include patrols distributed evenly throughout the area to be patrolled as indicated in Exhibit A. Patrol times may vary day-to-day to promote effective tactics but will average one (1) hour per day per each of the four (4) daily shifts.

**EXHIBIT C**  
**COMPENSATION**

The FY 2021-2022 rates for the provision of law enforcement services approved by the County Board of Supervisors are:

Personnel: \$146.66 per hour

Mileage: 0.84 per mile

The rates for FY2022-2023 will be approved in spring 2023. These rates are annually recalculated and submitted for approval to the Riverside County Board of Supervisors in the spring of each year. Adjusted rates are applied to all service hours provided by the Sheriff's Department from July 1 on and billed retroactively. Actual year-end expenses shall vary based on the final approved rate structure.\*

FY 2022-23 \$223,500

FY 2023-24 \$235,100

FY 2024-25 \$246,000

\* Note: The estimated total cost per year for FY 2022-23 through FY 2025-26 has been calculated based on an assumed increase in hourly rates of 2.5% in FY2022-23 and 5% per year thereafter.