

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



ITEM: 3.80  
(ID # 22123)

MEETING DATE:  
Tuesday, June 27, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Form Templates of the Memorandum of Understanding Between the County of Riverside on Behalf of the Sheriff's Department and Police Department to Implement and Establish Emergency Protocols to Transfer 9-1-1 Calls and Authorize the Sheriff, or Designee, to Execute MOUs on Behalf of the County; All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached forms of the Memorandum of Understanding (MOU) between the County of Riverside on behalf of the Riverside County Sheriff's Department and Police Department to implement and establish emergency protocols to transfer 9-1-1 calls for a period of performance of ten years through June 30, 2034; and
2. Authorize the Sheriff, or designee, to execute MOUs with local Police Departments and neighboring Counties, substantially conforming in form and substance to the attached MOUs, as needed and on behalf of the County, subject to approval as to form by County Counsel.

ACTION:Policy

  
Matthew Jimenez 6/15/2023


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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 27, 2023  
xc: Sheriff

Kimberly A. Rector  
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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	23/24-33/34

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

BR#23-095

**BACKGROUND:**

**Summary**

The Riverside County Sheriff's Department is requesting approval of two (2) form template Memorandums of Understanding (MOU) to be used solely for the purpose of establishing the emergency transfer of 9-1-1 calls should the need arise. The MOU forms are:

1. Between the Riverside County Sheriff's Department and Police Department
2. Between the Police Department and the Riverside County Sheriff's Department

The Sheriff's Department would like to enter into MOUs with various Police Departments within Riverside County and neighboring Counties to establish emergency protocols for transferring of 9-1-1 calls. The transfer of 9-1-1 calls from the Sheriff's Department to Police Department, or from Police Department to the Sheriff's Department, will occur when the request is made by an approved authorized person at each agency. The request to transfer calls will be for emergency circumstance only, including but not limited to, the failure of the 9-1-1 phone systems, building power failure, and scheduled/unscheduled evacuation of the facility. The assigned personnel will be responsible for contacting the vendor, Frontier, to use their "Reroute Tool", with Frontier having Police Department and the Sheriff's Department listed as an Alternate Answer PSAP for these purposes. After the request is made, a 10-digit telephone number will be given to the authorized personnel for the purpose of transferring or relaying calls. In addition, the assigned personnel will be responsible for notifying the California 9-1-1 Emergency Communications Branch in the event of any equipment failure, per the State of California 9-1-1 Operation Manual, as amended from time to time.

The term of this MOU is for ten years from the date that an MOU is executed by all parties; for termination purposes, either party may give ninety (90) days advance written notice to terminate within the ten-year period of performance. Further, MOUs shall be in effect twenty-four (24) hours a day and every day of each calendar year.

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

County Counsel has approved the MOU as to legal form.

**Price Reasonableness**

There is no cost associated with a mutual aid support under this MOU and there is no impact to the General Funds.

**Impact on Residents and Businesses**

The goal of this arrangement is to preserve life and property in a manner which fully promotes community and personnel safety in the event that the 9-1-1 operation system is disrupted.

**ATTACHMENT:**

1. MOU Between Riverside County Sheriff's Department and Police Department for Emergency Transfer of 9-1-1 Calls
2. MOU Between Police Department and the Riverside County Sheriff's Department for Emergency Transfer of 9-1-1 Calls

  
Rebecca S Cortez, Principal Management Analyst 6/19/2023

  
Kristine Bell-Valdez, Supervising Deputy County Counsel 6/14/2023



**MEMORANDUM OF UNDERSTANDING  
BETWEEN [ADD CITY] POLICE DEPARTMENT AND  
THE RIVERSIDE SHERIFF'S OFFICE  
EMERGENCY TRANSFER OF 9-1-1 CALLS**

This Memorandum of Understanding ("MOU") between the COUNTY OF RIVERSIDE, ON BEHALF OF ITS SHERIFF'S DEPARTMENT, a political subdivision of the State of California, hereinafter "RSO", and [ADD CITY] POLICE DEPARTMENT, hereinafter "Police Department," is solely for the purpose of establishing the transfer of 9-1-1 calls from RSO to Police Department should the need arise, is effective as of the Effective Date (defined below). RSO and Police Department are individually referred to herein as a "Party", and collectively referred to herein as the "Parties".

**1. PLAN TERM**

Effective Date. This MOU shall be effective from the date of execution of the last signature of the Parties and shall remain in effect for ten (10) years, unless otherwise terminated by giving ninety (90) days advance written notification.

**2. SERVICES HOURS**

This MOU shall be in effect twenty-four (24) hours a day and every day of each calendar year covered within this MOU.

**3. SCOPE OF SERVICES**

- 3.1. The transfer of 9-1-1 calls from RSO to Police Department will occur when the request is made by an authorized person at RSO Police and approved by an authorized person at Police Department.
- 3.2. The request to transfer calls will be for emergency circumstances only, including but not limited to: failure of the 9-1-1 phone system ("CPE"), building power failure, and scheduled/unscheduled evacuation of the facility.
- 3.3. RSO will be responsible to contact Frontier to use their "Reroute Tool". Frontier has Police Department listed as an Alternate Answer PSAP for these purposes.
- 3.4. After the request is made, RSO will supply a 10-digit telephone number to Police Department for the purpose of transferring or relaying calls.

**4. NOTICES**

4.1. All notices, claims, correspondence, and/or statements authorized or required by this MOU shall be addressed as follows:

RSO: Riverside County Sheriff-Coroner  
4095 Lemon Street  
Riverside, CA 92501

Police Department: [ADD ADDRESS AND CONTACT]

4.2. RSO will be responsible for notifying the California 9-1-1 Emergency Communications Branch in the event of any equipment failures per the State of California 9-1-1 Operations Manual, as amended from time to time.

#### **5. MODIFICATION OF TERMS**

No addition to or alteration of the terms of this MOU, whether by written or verbal understanding of the parties, their officers, agents, or employee, shall be valid unless made in writing and formally approved and executed by both Parties.

#### **6. TERMINATION**

This MOU may be terminated by either party upon ninety (90) days advanced written notice to the other. Except as otherwise provided herein, upon termination of this MOU, neither Party shall have any obligation to the other.

#### **7. INDEMNIFICATION**

Police Department shall indemnify and hold RSO, County of Riverside, Board of Supervisors, its agents and/or employees free and harmless from and against any and all claims, loss, injury, damage, liability, or expense (including without limitation, reasonable attorneys' fees), to any person, entity or property, which relates to or arises from the negligence or willful misconduct of [ADD CITY] Police Department, City, its City Council, agents and/or employees, in the execution or implementation of this MOU.

County shall indemnify and hold [ADD CITY] Police Department, City, its City Council, agents and/or employees free and harmless from and against any and all claims, loss, injury, damage, liability, or expense (including without limitation, reasonable attorneys' fees), to any person, entity or property, which relates to or arises from the negligence or willful misconduct of RSO, County of Riverside, Board of Supervisors, its agents and/or employees, in the execution or implementation of this MOU.

The Parties shall promptly notify each other of any claims or demands which arise and for which indemnification is sought. The terms of this Section shall survive the termination of this MOU.

#### **8. NO FINANCIAL OBLIGATION**

The Parties acknowledge and agree that there is no agreement by the Parties to provide any direct financial support under this MOU, including but not limited to payment,

reimbursement, or obligation of funds. Any such financial commitment shall be stated in a separate written agreement subject to written approval by the Parties.

#### **9. MEDIATION**

The Parties agree that if the Parties cannot informally resolve a dispute, before either Party commences any legal or equitable action, action for declaratory relief, suit, proceedings, or arbitration, the Parties shall first submit the dispute through a mutually acceptable professional mediator in Riverside County. Each Party shall bear its own expenses and costs associated with the mediation. The cost of the mediator shall be shared equally by the Parties.

#### **10. LEGAL AUTHORITY**

Nothing in this MOU binds the Parties to perform any action that is beyond its legal authority.

#### **11. CONFLICT OF INTEREST**

No member, official or employee of the Parties shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

#### **12. INTERPRETATION, GOVERNING LAW, SEVERABILITY, AND VENUE**

This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this MOU, all Parties having been represented by counsel in the negotiation and preparation hereof.

Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location.

#### **13. NO THIRD-PARTY BENEFICIARIES**

This MOU is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties, including, but not limited to, the federal government, or any other businesses, organizations, or individuals. No other person or entity shall have any right of action based upon the provisions of this MOU.

#### **14. SECTION HEADINGS**

The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.

**15. COMPLIANCE WITH LAWS AND REGULATIONS**

By executing this MOU, the Parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances.

**16. WAIVER**

Failure by a Party to insist upon the strict performance of any of the provisions of this MOU by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this MOU thereafter.

**17. SEVERABILITY**

Each paragraph and provision of this MOU is severable from each provision, and in the event any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**18. AUTHORITY TO EXECUTE**

The persons executing this MOU or exhibits attached hereto on behalf of the Parties to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective Parties to this MOU to the performance of its obligations hereunder.

**19. ENTIRE MOU**

This MOU 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. Any amendments to or clarification of this MOU shall be in writing and acknowledged by all Parties to the MOU.

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the Parties have caused their duly authorized representatives to execute this MOU as of the dates set forth below.

[ADD CITY] POLICE DEPARTMENT

Date: \_\_\_\_\_

By: \_\_\_\_\_  
( ADD PD authorizing signature)

Approved as to Form:

City Attorney

By: \_\_\_\_\_  
(City Attorney)


Date: \_\_\_\_\_

SHERIFF'S DEPARTMENT

By: \_\_\_\_\_  
(Riverside County Sheriff authorizing signature)

Approved as to Form:

Minh C. Tran  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE RIVERSIDE SHERIFF'S OFFICE AND  
[ADD CITY] POLICE DEPARTMENT  
EMERGENCY TRANSFER OF 9-1-1 CALLS**

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[Signatures on Following Page]



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Date: \_\_\_\_\_

By: \_\_\_\_\_  
( ADD PD authorizing signature)

Approved as to Form:

City Attorney

By: \_\_\_\_\_  
(City Attorney)


Date: \_\_\_\_\_

SHERIFF'S DEPARTMENT

By: \_\_\_\_\_  
(Riverside County Sheriff authorizing signature)

Approved as to Form:

Minh C. Tran  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel