County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

December 15, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT FOR GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AND AGREEMENT FOR TRANSFER OF PERSONNEL, EQUIPMENT, AND FACILITIES WITH THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT (FIFTH DISTRICT) (4 VOTES)**

**SUBJECT**

The Los Angeles County Sheriff's Department (Department) seeks approval of a General Law Enforcement and Security Services Agreement between the County of Los Angeles (County) and the Antelope Valley Community College District (AVCCD), effective upon Board approval through June 30, 2014. The Department also seeks approval of an Agreement for Transfer of Personnel, Equipment, and Facilities with the AVCCD related to the first time services provided by the Department and required start-up costs.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair of the Board of Supervisors to sign the attached General Law Enforcement and Security Services Agreement between the County and the AVCCD (Attachment 1), effective upon Board approval through June 30, 2014, at the initial cost of $1,440,307 for the Fiscal Year (FY) 2009-10, based on the County Auditor-Controller's current Community College contract rates.

2. Approve and instruct the Chair of the Board of Supervisors to sign the attached Agreement for Transfer of Personnel, Equipment, and Facilities between the County and the AVCCD (Attachment 2) which effectuates the transfer of law

enforcement functions to the Department, authorizes use of the AVCCD facilities by the Department, transfers ownership of certain equipment to the County, and reimburses the County for start-up costs in the amount of $101,153.

3. Authorize an Appropriation Adjustment to increase the Department's Patrol Budget Unit in the amount of $1,440,000 (Salaries and Employee Benefits - $1,432,000 and Services and Supplies - $8,000) for FY 2009-10, to be offset by contract revenue, to hire 16 additional positions to implement the requested law enforcement security services.

4. Authorize, under the provisions of County Code Section 6.06.020 ordinance for the authority, for the additional positions for 3 deputies and 13 Sheriff's security officers to be formally established as part of the Department's FY 2009-10 budget.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to gain your Board's approval for the Department to provide law enforcement and security services to the AVCCD. Los Angeles County Charter Section 56-3/4 allows for contracts between counties and districts for the performance of district functions by the County.

Implementation of Strategic Plan Goals

This recommended action conforms to the County's Strategic Plan, Goal 5, Public Safety, by maintaining a law enforcement presence on the AVCCD campuses. The Department will provide protection and security for thousands of students and faculty in attendance.

## FISCAL IMPACT / FINANCING

None. There is no net County cost to the General Law Enforcement and Security Services Agreement due to offsetting revenue from the AVCCD. The rates, as determined by the County Auditor-Controller, recover all anticipated direct and indirect overhead costs. The AVCCD will reimburse the County for all costs associated with law enforcement and security services. It is anticipated that the costs to the AVCCD for FY 2009-10 will be $1,440,307.

The additional appropriation and revenue identified above are not included in the Department's FY 2009-10 Adopted Budget. An Appropriation Adjustment to increase the Department's Patrol Budget Unit in the amount of $1,440,000 (Salaries and Employee Benefits - $1,432,000 and Services and Supplies - $8,000), is attached to increase the mid-year appropriation requirements to fund 16 additional positions.

There is no net County cost to the Transfer of Personnel, Equipment, and Facilities Agreement. The AVCCD will reimburse the County for start up costs in the amount of $101,153.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Upon your Board's approval, the Department will provide general law enforcement and security services to two campuses within the AVCCD. The AVCCD's Board of Trustees approved the General Law Enforcement and Security Services Agreement for services through June 30, 2014.

The Transfer Agreement effectuates the transfer of law enforcement functions to the Department, authorizes use of the AVCCD facilities by the Department, transfers ownership of certain equipment to the County, and reimburses the County for start-up costs in the amount of $101,153. There will be no transfer of personnel under this Agreement. The AVCCD will transfer all firearms in its current armory inventory to the County, at no cost to the County. Additionally, all start-up costs, including the purchase of three T3 electric vehicles and all communications and telephone installation costs, will be paid for by the AVCCD.

The attached Agreements have been approved as to form by County Counsel.

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no anticipated impact on current law enforcement services.

## CONCLUSION

Upon approval by your Board, please return two originally executed General Law Enforcement and Security Services Agreements and two originally executed Agreements for Transfer of Personnel, Equipment, and Facilities to the Department's Contract Law Enforcement Bureau for further processing.

Sincerely,

LEROY D. BACA
SHERIFF

# GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT
## BY AND BETWEEN
## COUNTY OF LOS ANGELES &
## ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

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ATTACHMENT A: Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form

## GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT

This Agreement is entered into this **1st day of January, 2010**, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District."

### RECITALS

Whereas, the District is desirous of contracting with the County for the performance of the general law enforcement and security services described herein by the Los Angeles County Sheriff's Department, hereinafter referred to as "Sheriff's Department;" and

Whereas, the County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and

Whereas, such agreements are authorized and provided for by the provisions of Section 56-3/4 of the Charter of the County of Los Angeles.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

### 1.0 SCOPE OF SERVICES

1.1 The County agrees, through the Sheriff of the County of Los Angeles, hereinafter referred to as "Sheriff," to provide general law enforcement and security services within the corporate limits of the District.

1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.

1.3 Sheriff's personnel will be responsible for participating in administrative proceedings when appropriate (for example, student and employee disciplinary matters); service of subpoenas on campus for the benefit of the district; timely

conveyance of incident reports to the designated College administrator; receiving and processing citizen complaints about individuals employed by the Sheriff; complying with applicable laws and regulations regarding the compilation and reporting of college crime statistics; providing operational supervision of college police cadets or other non-sworn community/security service officers; observing the training and qualifications requirements set forth in California Education Code Section 72330 et seq.; participating in parking enforcement on campus; and assisting with college emergency response planning and preparedness.

1.4 Except as otherwise specifically set forth in this Agreement, security services shall encompass other services in the field of public safety, law, or related fields within the legal power of the Sheriff to provide, including but not limited to: maintaining the security of District buildings and property; attending meetings and other gatherings, when available, to maintain order; patrolling campus grounds and parking lots; observing and reporting facility problems, safety hazards, and other matters that need to be given further attention by District personnel provided such facility problems, safety hazards and other matters are known to the Sheriff or his personnel; and responding, when available, to incidents that require the administration of first aid. Under no circumstances however shall the County be liable for any claims or damages whatsoever resulting from or arising out of the County's or Sheriff's failure to provide such security services.

## 2.0 ADMINISTRATION OF PERSONNEL

2.1 During the term of this Agreement, the Sheriff or his designee shall serve as Chief of Police of the District and shall perform the functions of the Chief of Police at the direction of the District.

2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or

manner of performance of such service, the District shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the District.

2.4 With regard to section 2.3, the Sheriff, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.

2.5 All District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No District employee as such shall become an employee of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the District and County.

2.6 When performing services and functions pursuant to this Agreement, and only for the purpose of giving official status to the performance thereof, every County officer and/or County employee engaged in performing any such service and function shall be deemed to be an officer or agent of the District while performing such service for the District, as long as the service is within the scope of this Agreement and is a community college police or security function.

2.7 The District shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said District. Except as herein otherwise specified, the District shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contracted agent of the District.

2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

## 3.0 DEPLOYMENT OF PERSONNEL

3.1 Services performed hereunder and specifically requested by the District shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form, Appendix A which is attached hereto and incorporated herein.

3.2 A new SH-AD 575 Deployment of Personnel form shall be authorized and signed annually by the District and the Sheriff or his designee each July 1, and attached hereto as an Amendment to this Agreement.

3.3 Should the District request a change in level of service other than pursuant to the annual July 1 readjustment, an additional SH-AD 575 Deployment of Personnel form shall be signed and authorized by the District and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.

3.4 The most recent dated and signed SH-AD 575 Deployment of Personnel form attached to this Agreement shall be the staffing level in effect between the County and the District.

3.5 The District is not limited to the services indicated in Appendix A, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Such other services shall be reflected in an amended SH-AD 575 Deployment of Personnel form under the procedures set forth in sections 3.3 or 3.4 above.

3.6 General law enforcement and security services performed hereunder may include, if requested by the District, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

## 4.0 PERFORMANCE OF SERVICES

4.1 For the purpose of performing said general law enforcement and security services, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

4.2 Notwithstanding the foregoing, the District may provide additional resources for the County to utilize in performance of the services.

4.3 District agrees to provide the facilities, utilities, and maintenance for Sheriff's Offices on the District campuses as set forth Section 3, Facilities, in the Transfer of Personnel, Equipment, and Facilities Agreement By and Between County of Los Angeles and Antelope Valley Community College District, dated **January 1, 2010**, at no cost to County.

4.4 It is expressly further understood that such facilities (Sheriff's Offices) may be used by the Sheriff in connection with the performance of his duties in territory outside of the District, provided, however, that (a) the performance of such outside duties shall not be at any additional cost to the District, including, but not limited to, increased operating expenses of the facilities arising from such outside duties performed by the Sheriff, (b) use of the District's facilities for such outside duties shall be of an incidental nature as measured by the types of activities performed and their duration, (c) sections 5.3 and 5.4, and the provisions of section 5.5 relevant to the District's indemnity of the County, shall not apply to any liability, expense, claim, cause of action, lawsuit or damage of any kind (collectively, "Loss" for purposes of this Paragraph only) arising from or related in any way to such outside duties, (d) the County shall expressly indemnify and defend the District against any Loss arising from or related in any way to such outside duties, whether or not such Loss was caused, or alleged to be caused, by District's negligence, acts, omissions or willful misconduct, and (e) if the District, in its sole judgment, determines that the Sheriff is not complying with the aforementioned conditions, the Sheriff, within thirty (30) days advance written notice from the District, shall cease the use of said facilities for outside activities.

4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said District, the same shall be supplied by the District at its own cost and expense.

## 5.0 INDEMNIFICATION

5.1 Except as otherwise provided for in this Agreement, neither party shall be liable for the negligent or wrongful acts or omissions of the other in the performance of this Agreement.

5.2 Except as otherwise provided for in this Agreement, the County shall indemnify, defend, and hold harmless District and its elected and appointed officers, directors, employees, and agents from and against any and all liability, expense (including but not limited to investigative costs, defense costs and attorney's fees), claims, causes of action (including, but not limited to, causes of action related to the selection, retention, or supervision of County officers, employees, or agents), and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, discrimination, harassment, emotional distress, or property damage (including property of County) arising from or connected with any alleged act and/or omission of County, its officers, directors, employees or agents occurring during the performance of this Agreement. This indemnity shall survive termination of this Agreement and/or final payment thereunder, and shall not be limited to the availability or collectability of insurance or self-insurance coverage. In the event that a claim or lawsuit is served on the District alleging liability that arises from or relates to the actions or failure to act of County officers, directors, employees, and/or agents, County shall promptly assume responsibility for investigation and response to said claim or lawsuit. In the event County contends that the legal responsibility lies with the District, County shall provide the written basis for its decision to the District Office of General Counsel, as well as its investigative materials to the District in a manner that provides sufficient time for timely response by the District to third parties. Such materials are stipulated to be privileged as attorney-client communications and/or work-product in anticipation of litigation, and they shall not be discoverable by a third party unless ordered by a court of appropriate jurisdiction. In the event of a dispute over legal liability, both parties will retain all legal and equitable rights for defense and indemnity.

5.2.1 Notwithstanding anything contained herein or stated elsewhere, the County shall have no obligation or liability, including any obligation to indemnify or defend the District (1) for a failure to prevent any crime or tortious act, (2) for any injury, loss, or damage caused directly or indirectly by a criminal or tortious act, or (3) for any injury, loss, or damage caused by any means whatsoever except as the direct and immediate consequence of a failure by County alone to perform a duty specifically stated herein.

5.2.2 The District understands and agrees that the general law enforcement and security services provided hereunder are not intended or expected to accomplish law enforcement, security services, or patrolling, or to prevent crime or any wrongdoing from occurring, at any particular location or time. County shall have no obligation to provide law enforcement or security services or to patrol at any specific location at any particular time except under a written schedule provided in advance by District and agreed to by County in writing.

5.2.3 Notwithstanding anything contained herein, the County's obligation hereunder to the District shall be limited by any immunity or freedom from suit or liability provided by law, including but not limited to those stated in California Government Code section 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to the District.

5.2.4 Any obligation by the County to provide indemnity hereunder shall not arise until it has been finally determined by competent judicial authority that such indemnity is owed under the provisions of the Section.

5.2.5 It is the intent of the parties to this Agreement that nothing herein shall impose, nor shall be interpreted to impose, on the County any liability for injuries or death to any County employee greater than the liability imposed pursuant to the provisions of the worker's compensation laws.

5.3 Except as provided in section 4.4, the District shall indemnify, defend, and hold harmless County and its elected and appointed officers, directors, employees and agents from and against any and all liability, expense (including but not limited to investigative costs, defense costs and attorney's fees), claims, causes of action (including, but not limited to, causes of action related to the selection, retention, or supervision of District officers, employees or agents), and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death personal injury, discrimination, harassment, emotional distress, or property damage (including property of District) arising from or connected with any alleged act and /or omission of District, its officers, directors, employees, or agents occurring during the performance of this Agreement. This indemnity shall survive termination of this Agreement and/or final payment thereunder, and shall not be limited to the availability or collectability of insurance or self-insurance coverage.

5.4 Except as provided in section 4.4, when liability is based on or alleged to be based on a dangerous condition of District property pursuant to California Government Code section 830, et seq. (including but not limited to, the plan or design of the District property), District shall assume liability and defend and hold County harmless from any loss, cost, or expenses (including but not limited to defense costs and attorney's fees) unless the dangerous condition was caused by an act or omission of the County or any of its officers, employees, or agents. This indemnity shall survive termination of this Agreement and/or final payment thereunder, and shall not be limited to the availability or collectability of insurance coverage.

5.5 Except as provided in section 4.4, by providing for indemnification by and among the parties hereto as set forth above, it is expressly understood and agreed that the provisions of California Government Code Sections 895.2 and 895.6 are not applicable to this Agreement. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein.

## 6.0 TERM OF AGREEMENT

6.1 The term of this Agreement shall commence upon execution by the Board of Supervisors and shall terminate on June 30, 2014, unless sooner terminated or extended as provided for herein.

6.2 At the option of the County Board of Supervisors and with the consent of the District Board of Trustees, this Agreement may be renewed for successive periods not to exceed five (5) years each.

## 7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than one hundred twenty (120) days prior thereto.

7.2 Notwithstanding any provision herein to the contrary, the District may terminate this Agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and, in such an event, this Agreement shall terminate sixty (60) calendar days from the date of the District's notice to the County.

7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) days before the date specified for such termination.

7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

## 8.0 BILLING RATES

8.1 The District shall pay County for the services provided under the terms of this Agreement at the rates set forth on Appendix A, SH-AD 575 Deployment of Personnel form, established by the County Auditor-Controller.

8.2 The rates set forth on Appendix A, SH-AD 575 Deployment of Personnel form, shall be readjusted by the County Auditor-Controller annually effective July 1 of

each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the County Board of Supervisors.

8.3 The District shall be billed based on the service level provided within the parameters of Appendix A, SH-AD 575 Deployment of Personnel form.

8.4 The cost of other services requested pursuant to section 3.6 of this Agreement and not set forth in Appendix A, SH-AD 575 Deployment of Personnel form, shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors.

**9.0 PAYMENT PROCEDURES**

9.1 The County, through the Sheriff, shall render to said District within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said District shall pay County for all undisputed amounts within sixty (60) days after date of said invoice.

9.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the District shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.

9.3 Said interest shall be at a rate of five percent (5%), calculated from the date payment was due pursuant to sections 9.1 and 9.2.

**10.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the District.

## 11.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

## 12.0 AUTHORIZATION WARRANTY

District represents and warrants that the person executing this Agreement for the District is an authorized agent who has actual authority to bind the District to each and every term, condition, and obligation of this Agreement and that all requirements of the District have been fulfilled to provide such actual authority.

## 13.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court of California, County of Los Angeles.

## 14.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
3700 Ramona Boulevard
Monterey Park, California 91754

Notices to the District shall be addressed as follows:

Antelope Valley Community College District
Attn: Deborah Wallace
3041 West Avenue K
Lancaster, California 93536

**15.0 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

**16.0 WAIVER**

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

**17.0 ENTIRE AGREEMENT**

This Agreement, Appendix A, and any executed Amendments thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 10.0, Amendments, of this Agreement and signed by both parties.

**GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the District has caused this Agreement to be subscribed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
GLORIA MOLINA
Chair of the Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
Los Angeles County
Board of Supervisors

By _____
Deputy

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

By _____
Superintendent / President

APPROVED AS TO FORM:
ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy County Counsel

APPENDIX A

# LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

## ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

## COLLEGE: *ANTELOPE VALLEY COMMUNITY COLLEGE*

**FISCAL YEAR:** *2009-2010* **EFFECTIVE DATE:** *January 1, 2010*

| CODE # | SERVICES | TOTAL SERVICE UNITS PURCHASED | | | CONTRACT LAW USE ONLY |
|---|---|---|---|---|---|
| | | NEW | PREVIOUS | CHANGE | |
| | SERGEANT | 0.25 | 0.00 | 0.25 | |
| | DEPUTY SHERIFF GENERALIST | 2.00 | 0.00 | 2.00 | |
| | DEPUTY SHERIFF BONUS LEVEL | 1.00 | 0.00 | 1.00 | |
| | SECURITY OFFICER | 15.00 | 0.00 | 15.00 | |
| | CRIME ANALYST | | | 0.00 | |
| | OPERATIONS ASSISTANT II | | | 0.00 | |
| | LAW ENFORCEMENT TECH | | | 0.00 | |
| | SHERIFF CLERK II | | | 0.00 | |
| | SENIOR CLERK | | | 0.00 | |

**REPORT PREPARD BY** _____ **DATE:** _____

**SHERIFF APPROVAL:** _____ **DATE:** _____
BUREAU COMMANDER

**COLLEGE APPROVAL:** _____ **DATE:** _____
AGENT OF COLLEGE TO AUTHORIZE STAFFING LEVEL CHANGES

**PROCESSED AT CLEB BY:** _____ **DATE:** _____

| | NO | YES |
|---|---|---|
| BILLING MEMO REQUIRED: | | |
| "BLUE" REQUIRED: | | |
| MINUTE PROGRAM: | | |

REV: 04/09

APPENDIX A

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**

**ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT**

**ESTIMATED CHARGES & SERVICE HOURS**
ANTELOPE VALLEY COMMUNITY COLLEGE

| SERVICE UNITS | UNIT COST | TOTAL UNITS PURCHASED | TOTAL ESTIMATED UNIT COST | LIABILITY @ 3 % | TOTAL COST WITH LIABILITY | YEARLY HOURS PER SERVICE UNIT | ANNUAL GOAL (HOURS) | ANNUAL GOAL (MINUTES) | PERSONNEL REQUIRED |
|---|---|---|---|---|---|---|---|---|---|
| Sergeant | $ 195,191 | 0.25 | $ 48,797.75 | NA | $ 48,797.75 | 1789 | | 26,835 | 0.25 |
| Deputy Sheriff Generalist | $ 149,580 | 2.00 | $ 299,160.00 | $ 8,974.80 | $ 308,134.80 | 1789 | | 214,680 | 2.00 |
| Deputy Sheriff Bonus Level | $ 157,975 | 1.00 | $ 157,975.00 | $ 4,739.25 | $ 162,714.25 | 1789 | | 107,340 | 1.00 |
| Security Officer | $ 67,413 | 13.00 | $ 876,369.00 | $ 26,291.07 | $ 902,660.07 | 1789 | | 1,395,420 | 13.00 |
| Crime Analyst | $ 109,727 | 0.00 | $ - | NA | $ - | 1789 | | 0 | 0.00 |
| Operations Assistant II | $ 95,343 | 0.00 | $ - | NA | $ - | 1789 | | 0 | 0.00 |
| Law Enforcement Tech | $ 80,619 | 0.00 | $ - | $ - | $ - | 1789 | | 0 | 0.00 |
| Sheriff Clerk II | $ 70,989 | 0.00 | $ - | NA | $ - | 1789 | | 0 | 0.00 |
| Senior Clerk | $ 65,680 | 0.00 | $ - | NA | $ - | 1789 | | 0 | 0.00 |
| **ESTIMATED COST FOR SERVICE UNITS** | | | **$ 1,382,301.75** | | | | | | |
| | | | **Liability @ 3% =** | **$ 40,005.12** | | | | | |
| | | | **Rlf Cvrge= 6,000.00 per DSG** | | **$18,000.00** | | | | |
| | | | **TOTAL ESTIMATED COST** | | **$1,440,306.87** | | | | |

| | HOURS | MINUTES | PERSONNEL |
|---|---|---|---|
| DEPUTY | 3,578 | 214,680 | 2.00 |
| DEPUTY, B-1 | 1,789 | 107,340 | 1.00 |
| SERGEANT | 447 | 26,835 | 0.25 |
| SECURITY OFFICER | 23,257 | 1,395,420 | 13.00 |
| LAW ENF. TECH | 0 | 0 | 0.00 |
| ALL OTHER CLERICAL | 0 | 0 | 0.00 |

REV: 05/07

**AGREEMENT FOR TRANSFER OF PERSONNEL, EQUIPMENT, AND FACILITIES BY AND BETWEEN COUNTY OF LOS ANGELES AND ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT**

This Agreement for Transfer of Personnel, Equipment, and Facilities, hereinafter referred to as "Agreement," is made and entered into this **1st day of January, 2010**, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

**RECITALS**

Whereas, the District desires to contract for the performance of the agreed upon law enforcement and security services within its boundaries by the County through the Sheriff of Los Angeles County, hereinafter referred to as "Sheriff;" and

Whereas, the District has established a campus police department by resolution on April 14, 2008, by communication #161-2007/08-BS, to be commanded by a chief of police, and also desires to transfer the agreed upon police department functions to the Los Angeles County Sheriff's Department, hereinafter referred to as "Sheriff's Department;" and

Whereas, this Agreement is authorized by the provisions of Section 56-3/4 of the Charter of the County; and

Whereas, it is the desire of the District and County to resolve, by this Agreement, matters which are incidental to the contractual services to be provided by the County through the Sheriff.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

**1. EFFECTIVE DATE AND TRANSFER OF LAW ENFORCEMENT AND SECURITY FUNCTIONS**

A. The Sheriff's Department shall assume the role of the Antelope Valley Community

College District Campus Police Department, and the Sheriff or his designee shall assume the role of the Antelope Valley Community College District Campus Police Department Chief of Police.

B. The effective date of this Agreement shall be the date this Agreement is approved by the Board of Supervisors of the County of Los Angeles and shall continue in effect until such time as the Agreement is terminated in accordance with section 10 of this Agreement or otherwise renegotiated.

C. The transfer of equipment and facilities contemplated by this Agreement shall not occur unless or until the District also contracts concurrently for the performance of agreed upon law enforcement and security services within its boundaries by the County through a General Law Enforcement and Security Services Agreement.

D. If the General Law Enforcement and Security Services Agreement referred to in Section 1(B) above has been executed by the parties hereto prior to 0001 hours on **January 1, 2010**, the police department functions performed by the District shall cease at 0001 hours on **January 1, 2010** and shall be transferred to the Sheriff (hereinafter "the Transfer Date").

E. If the General Law Enforcement and Security Services Agreement has not been executed by the parties by aforementioned date, then this Agreement shall terminate automatically and be of no further effect, unless the parties, by written agreement extend the Transfer Date.

**2. PERSONNEL**

A. There is and shall be no transfer of personnel whatsoever, whether of District employees or District's private security contractor employees, to the County under this Agreement.

B. All District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement and/or the General Law Enforcement and Security Services Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from or against County based upon this Agreement or the General Law Enforcement and Security Services Agreement. No District employee as such shall

become an employee of the County.

**3. FACILITIES**

A. SHERIFF'S OFFICE SPACE AND FURNITURE

1. Term of Use. After the Transfer Date, the Sheriff's Department shall share all use and occupancy of the properties and improvements, including existing furniture, currently utilized and accessible by the Antelope Valley Community College Security Department. The addresses for these properties and improvements (hereinafter referred to as "Sheriff's Office") are inclusive as follows:

Antelope Valley Community College Main Campus
3041 W. Avenue K, Lancaster, CA

Antelope Valley Community College Palmdale Site
1529 E. Palmdale Blvd., Palmdale, CA

It is expressly understood that the above indicated District campuses may be used by the Sheriff in connection with the performance of his duties in territory outside of the District during the term of this Agreement; provided, however, that the performance of such outside duties shall be an incidental and not principal use of District property and facilities and such use shall not be at any additional cost to the District.

2. Pre-Service Access. Prior to the Transfer Date, District and County shall meet and confer regarding the construction, reconstruction and/or installation of facility improvements required to accommodate the provision of contractual law enforcement services by the Sheriff's Department within the boundaries of the District.

B. UTILITIES

The District shall directly pay all charges for the following utilities to be provided to County at each Sheriff's Office referenced in Section 3(A)(1) of this Agreement, including but not limited to: water, sewer, electric, gas, pest control, and trash collection.

C. MAINTENANCE

1. The District shall perform all routine, day-to-day maintenance and minor repairs (collectively referred to as "Routine Repairs") to the interior of each Sheriff's Office, previously identified in Section 3(A)(1) of this Agreement. Routine Repairs shall include, but not be limited to the following: janitor service; incidental plumbing and electrical repairs; heating ventilation and air conditioning ("HVAC") maintenance; interior painting; non-structural repairs to wall, ceiling and flooring surfaces; maintenance and repair of lighting fixtures; replacement of light bulbs; maintenance and repair of interior windows and doors; maintenance and repair of furniture; and minor remodeling.

2. The District shall also be responsible for all other repairs, including non-routine or major repairs to the interior, and all day-to-day maintenance and repairs, both major and minor, routine and non-routine, to the exterior of each Sheriff's Office, and for the replacement of any improvements or fixtures, including but not limited to the replacement of the plumbing, electrical or HVAC systems or any portion thereof (collectively referred to as "Major Repairs"). The County shall notify the District, in writing, of the need for any Major Repairs. If the District concurs that the proposed Major Repairs are needed, they shall be undertaken by the District, at its sole expense, within nine (9) months of the County's notification to District, or within such other time period as mutually agreed upon by the Sheriff or his designee and the District's Chief Administrative Officer, unless said Major Repair is deemed an Emergency Repair. If the District does not agree that a major repair is necessary, the parties agree to retain a mutually agreeable contractor with specialization in the area of repair requested to determine if a repair is required.

3. "Emergency Repair" shall be defined as a Major Repair that if left un-repaired would compromise the health, welfare, or security of the Sheriff's Office inhabitants or the public, as determined by the County. The County

may commence Emergency Repairs immediately after notification by County to District's designated emergency contact person. District shall provide the County with the name and telephone number of a designated contact person(s) for emergencies, for both working hours and after hours. The County shall invoice the District for the costs incurred by it for any Emergency Repairs. At District's request, County may invoice the District for one-twelfth (1/12) of the cost of such repairs on a monthly basis for a period of twelve (12) months. All invoices for Emergency Repairs undertaken by the County shall be due and payable sixty (60) days from the date of invoice and shall be subject to the terms and conditions contained in Paragraph 9.0, Payment Procedures, of the General Law Enforcement and Security Services Agreement entered into prior to the Transfer Date, or any superseding invoice and payment provisions contained in any superseding or amended General Law Enforcement and Security Services Agreement entered into by and between the parties hereto.

4. The maintenance and repairs authorized by this Section 3(C) are intended solely to maintain each Sheriff's Office in good working order and in the condition intended by the parties before and after completion of the improvements and refurbishment contemplated by this Agreement, normal wear and tear excepted.

5. The Sheriff may, with approval from the District, make improvements to each Sheriff's Office for the benefit of the County or related to the provision of law enforcement services in territory outside of the District, at no cost to the District.

## 4. IMPROVEMENTS, TRAINING, AND EQUIPMENT

A. FACILITY IMPROVEMENTS

The District shall cause the construction, reconstruction and/or installation of facility improvements to each Sheriff's Office required by the Sheriff's Department, as set forth in Attachment A, Facility Improvements. To the extent required by law, all construction, reconstruction and/or installation of facility improvements to each

Sheriff's Office shall be in accordance with California Education Code section 81130 et seq. ("Field Act"). The District agrees to pay any and all costs and expense arising from the construction, reconstruction and/or installation of the facility improvements set forth in Attachment A. County shall not be responsible for any costs and expenses arising from the construction, reconstruction and/or installation of the facility improvements set forth in Attachment A

B. VEHICLES

The County shall cause the use of vehicles as set forth in Attachment B. The District agrees to reimburse County for all costs and expenses arising from the use of vehicles, as set forth in Attachment B.

C. COMMUNICATIONS EQUIPMENT AND TELEPHONE IMPROVEMENTS

The County shall cause to be purchased the New Communications Equipment, Licensing Fees and Telephone Improvements as set forth in Attachment C. The District agrees to reimburse County upon verification of receipts and/or invoices for all costs and expenses arising from the purchase of the New Communications Equipment, Licensing Fees and Telephone Improvements as set forth in Attachment C.

D. FIREARMS

The District shall transfer to the County, and County shall accept, all District-Owned Firearms as set forth in Attachment D on the Transfer Date. As soon as possible after the Transfer Date, but no later than fifteen (15) days thereafter, District shall transfer all maintenance records and ownership papers of the District-Owned Firearms to County. The County shall update the transfer of the firearms with the California Law Enforcement Telephonic System, Automated Fire System as soon as possible after the Transfer Date, but no later than fifteen (15) days after transfer of all maintenance records and ownership papers from the District. The District-owned Firearms shall be transferred to County at no cost to County.

E. PAYMENT FOR IMPROVEMENTS AND EQUIPMENT

In reference to all payments to be made by the District pursuant to Section 4(A) through 4(D) above (also known as "Start-Up Costs"), the County has determined the

total amount not to exceed one hundred one thousand, one hundred fifty two dollars and seventy cents ($101,152.70) as set forth on Attachment E. The District shall reimburse County for the total amount on or before **June 30, 2010**.

**5. PROPERTY OWNERSHIP**

Any personal property, furniture, computers and office equipment, telephone equipment, communication equipment, firearms, vehicles and other equipment transferred to or purchased by County for the Antelope Valley Community College District Sheriff's Offices pursuant to this Agreement shall become and remain the property of the County as of the Transfer Date. All right, title and interest in said property transferred by District shall be free and clear of any encumbrances. District shall be responsible for any and all outstanding loans or liens against said property.

**6. EVIDENCE, PROPERTY, AND FUNDS**

Within twenty-four (24) hours of effective date of this Agreement, the District shall provide the Sheriff, or his designee, a listing of all evidence, personal property, found property, prisoner property, and any funds held in trust including bailment funds, which are in the possession of, or under the control of District's Police Department. On the Transfer Date, District shall provide a final accounting of the foregoing evidence, property and assets held in trust, and shall relinquish control and possession of same to the Sheriff or his designee.

**7. CASE FILES**

Within twenty-four (24) hours of the Transfer Date, the District shall provide the Sheriff, or his designee, a listing of active cases and the status of all ongoing investigations. On the Transfer Date, the District shall relinquish control of all active and closed case files for the preceding three (3) year period to the Sheriff or his designee.

**8. INDEMNITY**

A. Except as otherwise provided for in this Agreement, neither party shall be liable for the negligent or wrongful acts or omissions of the other in the performance of this Agreement.

B. District shall indemnify, defend, and hold harmless County and its elected and appointed officers, directors, employees and agents from and against any and all

liability, expense (including but not limited to investigative costs, defense costs and attorney's fees), claims, causes of action (including, but not limited to, causes of action related to the selection, retention, or supervision of District officers, employees or agents), and lawsuits for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, discrimination, harassment, emotional distress, or property damage (including property of District) arising from or connected with any alleged act and/or omission of District, its officers, directors, employees, or agents occurring during the performance of this Agreement. This indemnity shall survive termination of this Agreement and/or final payment there under, and shall not be limited to the availability or collectability of insurance coverage.

C. County shall indemnify, defend and hold harmless District and its elected and appointed officers, directors, employees, and agents from and against any and all liability, expense (including but not limited to investigative costs, defense costs and attorney's fees), claims, causes of action (including, but not limited to, causes of action related to the selection, retention, or supervision of County officers, employees or agents), and lawsuits for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, discrimination, harassment, emotional distress, or property damage (including property of County) arising from or connected with any alleged act and/or omission of County, its officers, directors, employees, or agents occurring during the performance of this Agreement. This indemnity shall survive termination of this Agreement and/or final payment there under, and shall not be limited to the availability or collectability of insurance coverage.

D. By providing for indemnification by and among the parties hereto as set forth above, it is expressly understood and agreed that the provisions of California Government Code Sections 895.2 and 895.6 are not applicable to this Agreement.

E. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein.

## 9. ENVIRONMENTAL MATTERS

A. DEFINITIONS

1. "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.

2. "Hazardous Substance Condition" shall mean the existence on, under, or adjacent to each Sheriff's Office within the Antelope Valley Community College District, of a Hazardous Substance that requires rededication and/or removal and/or to be otherwise mitigated pursuant to applicable law.

B. CEQA INDEMNIFICATION

District shall defend, indemnify, and hold County and County's elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) arising in whole or in part from any action or proceeding brought pursuant to the California Environmental Quality Act (CEQA) of 1970 (Public Resources Code Section 21000, *et seq.*), relating to the actions contemplated by this Agreement.

C. ENVIRONMENTAL ASSESSMENT

Within sixty (60) days of the Transfer Date, unless the parties agree otherwise, the District shall have a Cal-OSHA Registered Environmental Assessor perform a Phase I Site Assessment and Building Asbestos Survey and, if subsequently required, a Phase II Site Assessment, for each Sheriff's Office located within the Antelope Valley Community College District. The Site Assessment and related reports shall be provided to the County for review.

D. MITIGATION

1. District shall, at its own expense, mitigate and abate all Hazardous Substances and/or Hazardous Substance Conditions, if any, to the extent required by law, in, on, under or adjacent to each Sheriff's Office within the Antelope Valley Community College District and provide evidence to the

County that all recommended measures have been completed and that all applicable laws and requirements have been complied with. In response, the County will review the District's evidence within 30 days and provide a written response which indicates that the County is satisfied with the measures taken by the District to mitigate and abate the Hazardous Substances and/or Hazardous Substance Conditions. Nothing in this Agreement shall be construed to require the District to mitigate or abate any Hazardous Substance and/or Hazardous Substance Condition beyond the extent required by applicable law.

2. The County shall, at its sole expense, mitigate and abate all Hazardous Substances and/or Hazardous Substance Conditions caused by the negligent or wrongful acts or omissions of the County or its agents in, on, under or adjacent to each Sheriff's Office within the Antelope Valley Community College District subsequent to the Environmental Assessment.

E. ENVIRONMENTAL INDEMNITY

The District shall defend, indemnify, and hold County and County's elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) arising in whole or in part from the existence of Hazardous Substances, Hazardous Substance Conditions, or pollutants, as such terms may be defined herein or in the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Act in effect during the term of this Agreement, in, on, under or about each Sheriff's Office within the Antelope Valley Community College District, except that, District's obligation to indemnify, defend and hold harmless shall not extend to claims for damages which arise from the existence of Hazardous Substances, Hazardous Substance Conditions, or pollutants caused by the negligent, intentional or wrongful acts or omissions of the County, or its agents. The obligations of the District hereunder to indemnify, defend, and hold harmless County shall survive the termination of this Agreement and are intended to comply with the provisions of 42

U.S.C. Section 9607(e).

**10. TERMINATION OF AGREEMENT**

This Agreement shall automatically terminate upon the termination or expiration of the General Law Enforcement and Security Services Agreement, unless the parties hereto enter into a superseding or successor agreement for the provision of law enforcement services by the County for the District.

**11. AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized representatives of the County and the District.

**12. AUTHORIZATION WARRANTY**

A. The District represents and warrants that the person executing this Agreement for the District is an authorized agent who has actual authority to bind the District to each and every term, condition, and obligation of this Agreement and that all requirements of the District have been fulfilled to provide such actual authority.

B. The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

**13. GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court of California, County of Los Angeles.

**14. NOTICES**

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and

persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
3700 Ramona Boulevard
Monterey Park, California 91754

Notices to District shall be addressed as follows:

Antelope Valley Community College District
Attn: Deborah Wallace
3041 West Avenue K
Lancaster, California 93536

**15. VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

**16. WAIVER**

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

**17. ENTIRE AGREEMENT**

This Agreement and any executed Amendments thereto, and the General Law Enforcement and Security Services Agreement and any executed amendments thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous representations, understandings, communications, commitments, proposals, or agreements, written or oral, between the parties relating to the subject matter of this Agreement and the General Law Enforcement and Security Services Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and duly executed by authorized representatives of the District and the County.

**AGREEMENT FOR TRANSFER OF PERSONNEL, EQUIPMENT, AND FACILITIES**

IN WITNESS WHEREOF, the Antelope Valley Community College District, by resolution duly adopted by its Board of Trustees, caused this agreement to be executed by its Chancellor and attested to by its Clerk, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Chairman of said Board and the seal of such Board to be hereto affixed and attested by the Executive Officer-Clerk of said Board.

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

By _____

Superintendent / President

ATTEST:

_____

District Clerk

COUNTY OF LOS ANGELES

By _____

GLORIA MOLINA
Chair of the Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer/Clerk
Los Angeles County
Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
ROBERT E. KALUNIAN
Acting County Counsel

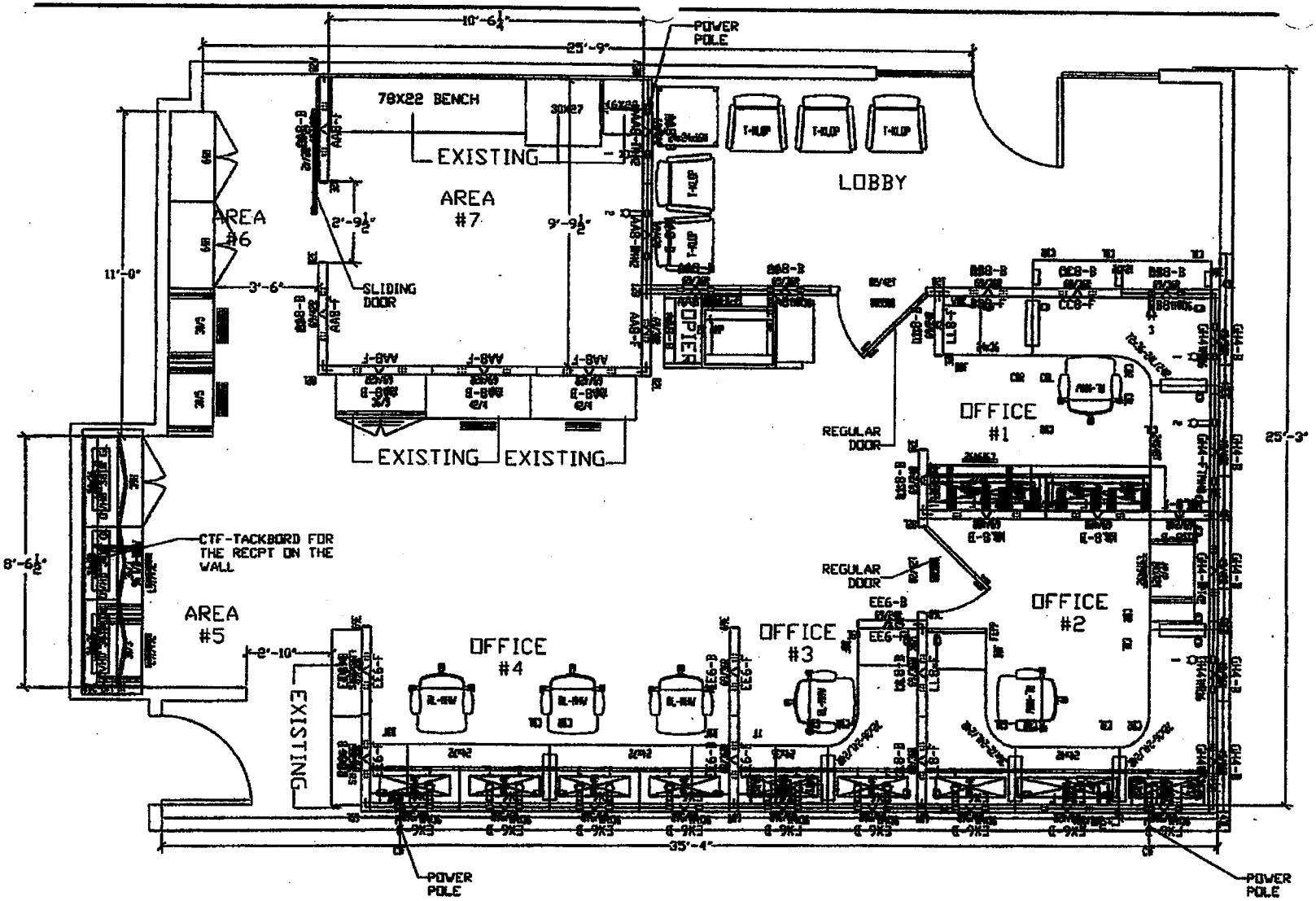
By _____
Deputy

## ATTACHMENT A

### Facility Improvements

In order to effectively police the District campus, it is necessary to utilize the existing office space afforded the District Security Department and its officers. Modifications to this office facility will be necessary to accommodate the personnel and equipment required to police the campus. Prior to this Agreement, the District developed plans to reconstruct the new Sheriff's Department sub-station. Plans were revealed with the assurance construction would be complete before personnel assignment.

| | |
|---|---|
| Material Cost (COSTS COVERED BY DISTRICT) | N/A |
| Labor Cost (LABOR BY DISTRICT STAFF) | N/A |
| **Total District Facilities Cost** | **0.00** |




# ANTELOPE VALLEY COLLEGE

3041 WEST AVE.
LANDCASTER CA 93536
POLICE STATION

Corporate Business Interiors

www.cbihq.com | SALES:LV | DESIGNER:JR | DATE DRAWN:02-27-09 | SCALE:

APPROVAL DATE:
CLIENT SIGNATURE:
REVISIONS

405 Columbia Street. Brea, CA 92821 P:714.671.0400 F:714.671.1814
19000 MacArthur Blvd. Suite 500 Irvine, CA 92612 P:949.225.3400 F:949.225.3408

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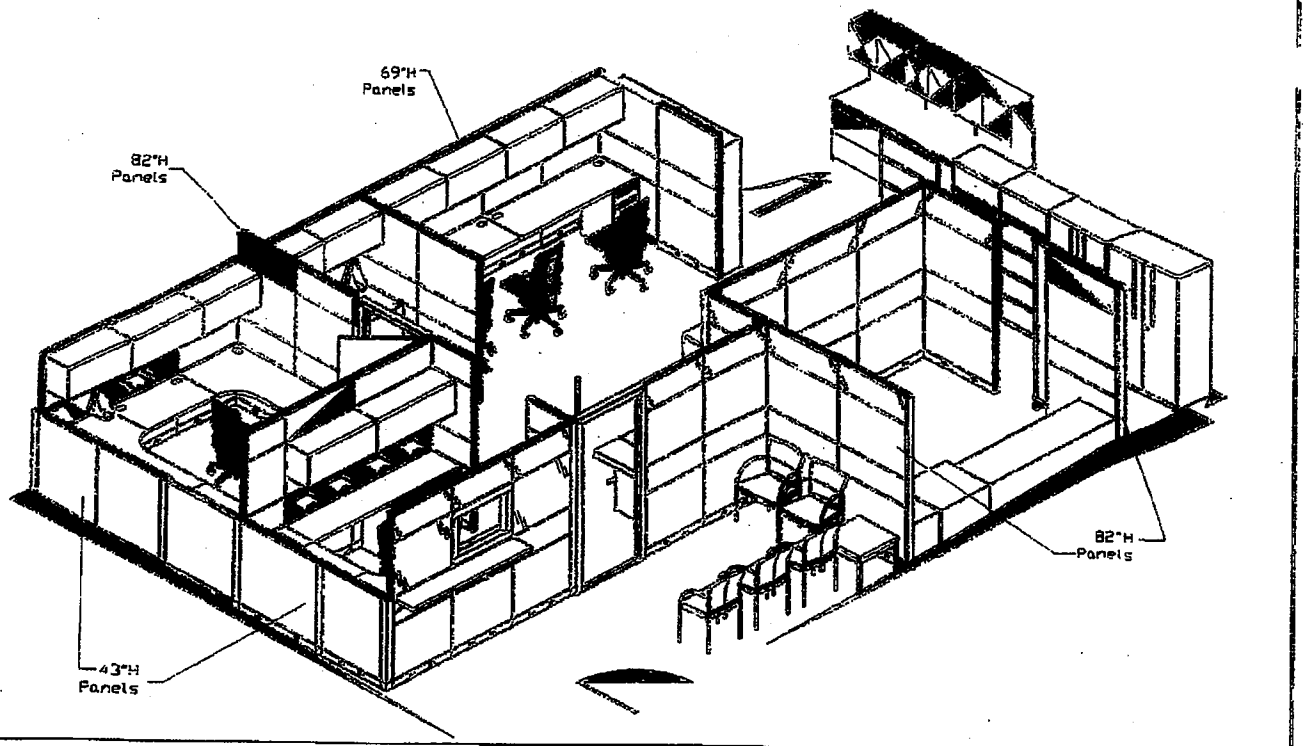


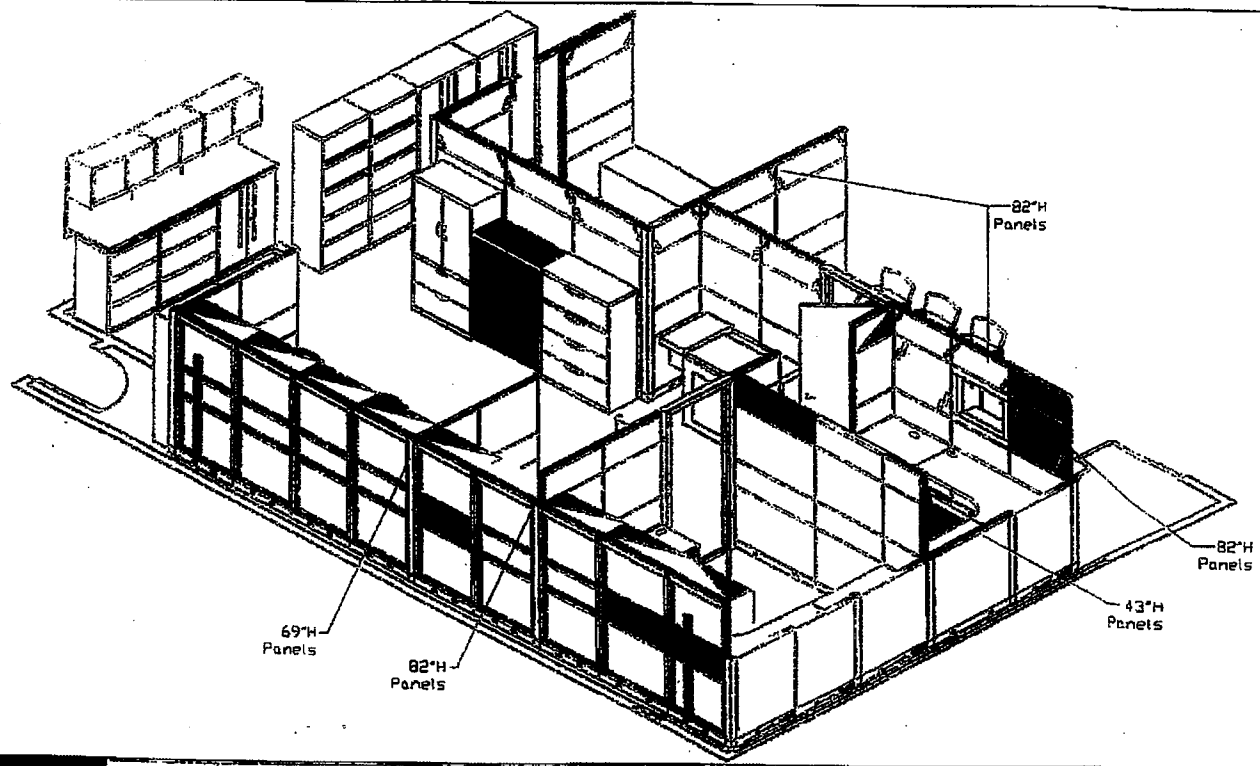


# Antelope Valley College

3041 WEST AVE.
LANDCASTER CA 93536
POLICE STATION-3D

APPROVAL DATE:
CLIENT SIGNATURE:

REVISIONS

orporate Business Interiors

www.cbiinc.com | SALES:LV | DESIGNER:JR | DATE DRAWN:03-18-09 | SCALE:

905 Columbia Street, Brea, CA 92821 P:714.671.0488 F:714.671.1514 | 19000 MacArthur Blvd. Suite 300 Irvine, CA 92612 P:949.225.3900 F:949.225.3908

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## ATTACHMENT B

### Vehicles

The Antelope Valley Community College Security Department vehicles and fleet equipment were inspected by the Sheriff's Department Communications and Fleet Management Bureau staff. The District vehicles were evaluated for Sheriff's Department use based on age, mileage, condition, ownership status, cost effectiveness to repair, and whether or not they were factory police package vehicles. The Sheriff's Department Communications and Fleet Management Bureau staff determined that the existing District vehicles were unacceptable and did not qualify for Sheriff Department use. Therefore, it is necessary for the Sheriff's Department to procure new vehicles for use during this Agreement. The District shall reimburse County for vehicles as set forth below.

| DISTRICT VEHICLE COSTS | | |
|---|---|---|
| Black & White Patrol Sedan | 2 | N/A |
| Non Black & White Sedan | 2 | N/A |
| T3 units | 3 | $26,964.00 |
| **Total District Vehicle Costs** | | **$26,964.00** |

## ATTACHMENT C

**New Communications Equipment, Licensing Fees, and Telephone Improvements**

Communications costs for the District include: Network and computer equipment and set-up, repeater / radio equipment and installation, voice-print installation, and FCC licensing. The telephone improvements are necessary to upgrade the current lines in order to make them compatible with Sheriff's Department equipment.

| DISTRICT COMMUNICATIONS AND TELEPHONE IMPROVEMENTS COSTS | |
|---|---|
| Network and Computers | $6,050.88 |
| Repeater / radio work | $28,500.00 |
| Portable radios and battery chargers | $29,637.80 |
| Voice-print | $10,000.00 |
| **Total District Communications costs** | **$74,188.68** |

# ARMORY INVENTORY
# (ATTACHMENT D)

**HAND GUNS**

| | |
|---|---|
| GLOCK 22 - 40 CALIBRE (NEW) | SERIAL # MBN316 |
| GLOCK 22 - 40 CALIBRE (NEW) | SERIAL # MBN315 |
| GLOCK 22 - 40 CALIBRE (NEW) | SERIAL # MBN308 |
| GLOCK 22 - 40 CALIBRE (NEW) | SERIAL # MBN307 |
| GLOCK 22 - 40 CALIBRE (NEW) | SERIAL # MBN309 |
| BERETTA 9mm – semi automatic (DONATED) | SERIAL # M9-107358 / 9346487-65490 |
| SMITH/WESSON 9mm-semi automatic (THOMAS) | SERIAL # PBC7322 |

**RIFLES**

| | |
|---|---|
| COLT M4 - FWD PISTOL GRIP,RETRACT STOCK,SCOPE/TAC LIGHT | SERIAL # LE027619 |
| COLT M4 - FWD PISTOL GRIP,RETRACT STOCK,SCOPE/TAC LIGHT | SERIAL # LE027563 |
| COLT AR-15 A2- STOCK GRIP, ACOG SIGHTING SYSTEM, R/T STK | SERIAL # LGC005918 |
| COLT AR-15 A2- STOCK GRIP, ACOG SIGHTING SYSTEM, R/T STK | SERIAL # |
| SMITH/WESSON SNYPER-700 SERIES-W/SCOPE,XTRIPOD | SERIAL # G6626711 |

**SHOTGUNS**

| | |
|---|---|
| MOSBERG 500 (LESS LETHAL-BEAN BAG) | SERIAL # R805294 |
| MOSBERG 500 | SERIAL # R805287 |
| MOSBERG 500 | SERIAL # R802574 |
| MOSBERG 500 | SERIAL # R805256 |
| REMINGTON 870-W/TAC LIGHT ON SLIDE | SERIAL # T555837V |

**REPLICAS**

| | |
|---|---|
| MP5 – BATTERY CHARGED | TRAINING WEAPON |
| MP5 – ELECTRIC | TRAINING WEAPON |
| M47 – BB PELLETS | TRAINING WEAPON |

**MISCELLANEOUS ACCESSORIES**

| | |
|---|---|
| (12) Black combat helmets w/face shields | (1) Bulletproof vest |
| (2) Riot shields | (100) flex cuffs |
| (2) Duty Holsters | (1) Bolt cutter |
| (3) Sam Browns | (1) Pick and Round |
| (8) Rifle Bags | (1) Sledge Hammer |
| (2) Training replica handguns | (150+) Slug Shotgun Rounds |
| (1) Box of orange training BB's | (2000+) 223 Rounds |
| (1) Charging Handle for 308 #6711 | |

# ATTACHMENT E

| | |
|---|---|
| Facility Improvements (office construction underway...cost absorbed by District) | $0.00 |
| Vehicles - (3) T3 | $26,964.00 |
| Communications and Telephone Improvements | $74,188.68 |
| Total District Start-Up Costs | $101,152.70 |

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BA FORM 09/09

BOARD OF SUPERVISORS OFFICIAL COPY

COUNTY OF LOS ANGELES

# REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 770

DEPARTMENT OF SHERIFF

December 15. 2009

**AUDITOR-CONTROLLER:**

**THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.**

**ADJUSTMENT REQUESTED AND REASONS THEREFOR**

**FY 09-10**

4 - VOTES

| SOURCES | | USES | |
|---|---|---|---|
| Sheriff's Department - Patrol Budget Unit<br>A01-SH-92-9315-15681-15682<br>Law Enforcement Svcs -- LACC District Svcs<br>Increase Revenue | $1,440,000 | Sheriff's Department - Patrol Budget Unit<br>A01-SH-1000-15681-15682<br>Salaries & Employee Benefits<br>Increase Appropriation | $1,432,000 |
| | | Sheriff's Department - Patrol Budget Unit<br>A01-SH-2000-15681-15682<br>Services & Supplies<br>Increase Appropriation | $8,000 |
| **SOURCES TOTAL:** $ 1,440,000 | | **USES TOTAL:** $ 1,440,000 | |

## JUSTIFICATION

Appropriation Adjustment to fund personnel costs for contracted law enforcement services, offset by revenue from the Antelope Valley Community College District. This contract will be effective upon Board approval, through June 20, 2014.

AUTHORIZED SIGNATURE Conrad Meredith, Director, Financial Programs

**BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)**

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

☐ ACTION

☑ RECOMMENDATION

AUDITOR-CONTROLLER BY Barbara Hurdle

B.A. NO. 060 Dec. 3, 2009

☑ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER BY

December 3 2009

SEND 6 COPIES TO THE AUDITOR-CONTROLLER