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

LEROY D. BACA, SHERIFF

June 29, 2004

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

Dear Supervisors:

AGREEMENT FOR LAW ENFORCEMENT AND SECURITY SERVICES BETWEEN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AND THE LOS ANGELES COMMUNITY COLLEGE DISTRICT (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman of the Board of Supervisors to sign the attached multi-year general law enforcement and security services agreement renewal between the Los Angeles County Sheriff's Department and the Los Angeles Community College District, effective upon Board approval through June 30, 2009, at the initial cost of $10,341,356 for the 2004-2005 Fiscal Year, based on the Auditor-Controller's current Community College contract rates, exclusive of District liability contributions.

2. Authorize the Sheriff to provide the requested services to the Los Angeles Community College District.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

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

Implementation of Strategic Plan Goals

This recommended action conforms with Los Angeles County's Strategic Plan, Goal 8: Public Safety, by maintaining a law enforcement presence in the nine Community Colleges located throughout the County of Los Angeles. The Sheriff's Department is able to provide protection and security to the campuses, and for the many attending students. This action also conforms to Goal 4: Fiscal Responsibility, by strengthening the County's fiscal capacity through additional resources acquired from this agreement.

FISCAL IMPACT/FINANCING

None. There is no net County cost to this agreement due to offsetting revenue from the Los Angeles Community College District. The rates, as determined by the Auditor-Controller, recover all direct and indirect overhead costs. The Los Angeles Community College District will reimburse the County of Los Angeles for all costs associated with law enforcement and security services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since the merger in January 2001, the Los Angeles County Sheriff's Department has successfully provided general law enforcement and security services to nine (9) District campuses throughout the County of Los Angeles. The District's Board of Trustees approved this agreement to continue services until the year 2009.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no anticipated impact on current law enforcement services.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer, Board of Supervisors, return two originally executed agreements, by the Chairman of the Board, to the Sheriff's Department, Contract Law Enforcement Bureau, for further processing.

Respectfully submitted,

LEROY D. BACA
SHERIFF

CONTRACT
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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
& THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

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DISTRICT-COUNTY

GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only, , 2004, is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the LOS ANGELES COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

RECITALS:

(a) The District is desirous of contracting with the County for the performance of the law enforcement and security functions described herein by the Los Angeles County Sheriff's Department.

(b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.

(c) Such contracts are authorized and provided for by the provisions of Section 56-3/4 of the Charter of the County of Los Angeles.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide general law enforcement and security services within the corporate limits of the District to the extent and in the manner hereinafter set forth in this Agreement and Appendix A, which is attached hereto and incorporated herein.

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 of the County of Los Angeles under the Charter of the County and the statutes of the State of California, and 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 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; and responding to incidents that require the administration of first aid.

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. In addition to the standards of performance customarily applied by the Sheriff, the standards presented in Appendix A shall also be used to assess the performance of Sheriff's personnel under this Agreement.

2.3 In the event of a dispute between the parties to this contract 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 of the County 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 employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the District and County.

2.6 For the purpose of 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 employee engaged in performing any such service and function shall be deemed to be an officer or employee 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 contract employee 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 contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

3.1 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.

3.2 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 B).

3.3 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 to this contract as an amendment to the level of service and the contract sum.

3.4 Should the District request a change in level of service other than pursuant to the annual renewal, 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 to this contract as an amendment to the level of service and the contract sum.

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

3.6 The District is not limited to the foregoing services indicated in Appendix B, 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.

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4.0 PERFORMANCE OF CONTRACT

4.1 For the purpose of performing said functions, 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 When and if both parties to this contract concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the District which would not normally be provided by the Sheriff, the District shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with the District regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.

4.4 It is expressly further understood that in the event a local office or building is maintained in said District, such facilities may be used by the Sheriff of the County of Los Angeles 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") 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 30 days 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 AND INSURANCE

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 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. 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. 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.

5.3 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 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 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.

5.6 Throughout the duration of this Agreement, County shall maintain the following insurance, which may be provided through self-insurance, County shall not of its own initiative cause such insurance to be canceled or materially changed during the course of this Agreement.

5.6.1 Commercial General Liability to include Products/Completed Operations, Independent Contractor, Contractual Liability and Personal Injury Liability with the following limits: Primary Bodily Injury limits of ten million dollars ($10,000,000) per

occurrence and Primary Property Damage limits of ten million dollars ($10,000,000) per occurrence or twenty million dollars ($20,000,000) aggregate.

5.6.2 Automobile Liability with the following limits: Primary Bodily Injury limits of ten million dollars ($10,000,000) per occurrence and Primary Property Damage limits of ten million dollars ($10,000,000) per occurrence or combined single limits of Primary Bodily and Primary Damage of twenty million dollars ($20,000,000) per occurrence.

5.6.3 Worker's Compensation Insurance with the limits established and required by the State of California.

5.6.4 Employer's Liability with limits of one million dollars ($1,000,000) per occurrence.

5.6.5 Policeman (Professional) Liability with limits of ten million dollars ($10,000,000) per occurrence and twenty million dollars ($20,000,000) aggregate for errors or omissions arising out of the Scope of Services.

5.6.6 Aircraft Liability of twenty-five million dollars ($25,000,000) per occurrence and as required under the Scope of Services.

5.6.7 "Occurrence," as used herein, means any event or related exposure to conditions which result in bodily injury or property damage.

6.0 TERM OF CONTRACT

6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2004 and shall remain in effect until June 30, 2009.

6.2 At the option of the Board of Supervisors and with the consent of the Board of Trustees, this agreement may be renewable for successive periods not to exceed five 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 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 CONTRACT SUM

8.1 The District shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.

8.2 The foregoing rates may be reduced by the County at any time. The rates indicated in the 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 Board of Supervisors of County.

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

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

9.0 PAYMENT PROCEDURES

9.1 The County, through the Sheriff of the County of Los Angeles, 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 ENTIRE AGREEMENT

10.1 This Agreement, Appendix A, and Appendix B hereto, constitute the complete and exclusive statement of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be made in writing and mutually executed by authorized personnel on behalf of the District and the County.

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AGREEMENT BETWEEN
DISTRICT - COUNTY

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 in its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
DON KNABE
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk
Los Angeles County
Board of Supervisors

By _____
Deputy

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By _____
Chancellor

APPROVED AS TO FORM:

Office of the County Counsel

_____
Senior Deputy County Counsel

APPENDIX A

LOS ANGELES COMMUNITY COLLEGE DISTRICT LAW ENFORCEMENT AND SECURITY SERVICES PLAN

Services to be provided by the Sheriff under the District-County General Law Enforcement and Security Services Agreement

July 1, 2004

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Executive Summary

This document is made a part of the District-County General Law Enforcement and Security Services Agreement (Agreement) to which it is attached. Specifically this attachment sets out the services to be provided by the Sheriff, how resources will be deployed and how the Sheriff and the District will collaborate to manage the delivery of law enforcement and security services to maximize effectiveness and efficiency.

This service level plan is to be consistent with and is designed to further articulate the use of resources as defined in the annual Deployment of Personnel Form SH-AD 575, which under the Contract, is to be approved annually by both parties.

This attachment adds detail about the services to be delivered, the resources to be employed, the deployment of those resources and performance measure and reporting requirements. It may be updated as necessary with the consent of the parties during the term of the Agreement.

Statement of Services Provided

The District and the County agree that the following provisions shall be applicable to any Determination of the extent of the duties and functions to be rendered under the "District County General Law Enforcement and Security Services Agreement" between the parties, or to the level or manner of performance of such service:

1. In providing law enforcement services for the District, the Sheriff's primary focus and principal jurisdiction shall be limited to law enforcement on the campuses of the District or other grounds or properties owned, operated, controlled, or administered by the District.

2. Among the law enforcement and security services the Sheriff will perform under the Agreement are services like the following:

A. Observing and reporting facility problems (for example, broken windows, burnt-out lights, water leaks, and the like), safety hazards, and other matters needing attention by District personnel (for example, graffiti, or excessive litter);
B. Investigating the whereabouts of missing equipment or property; responding to incidents requiring first aid; completing and submitting injury reports;
C. Providing security and maintaining order at meetings, hearings, rallies, and other gatherings; and
D. Rendering aid to students and others on campus who need assistance because they are having vehicle problems (e.g., dead battery, lost keys.) or who ask to be escorted to their vehicles at night or in other appropriate circumstances.

3. The Sheriff's personnel will also 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 citizens 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 service officers; observing the training and qualifications requirements set forth in Education Code Section 72330 and following; participating in parking enforcement on campus; and assisting with college emergency response planning and preparedness.

4. The Sheriff will reasonably accommodate the preferences of the College President in terms of the "'enforcement style" adopted by the Sheriff on campus, and all Sheriff s personnel shall become sufficiently familiar with the college which they serve, including its services and procedures, to be able to direct students and visitors to locations on campus and to assist them in finding appropriate resources on campus. The Sheriff will cooperate with the District to develop and implement a training program to train its officers on applicable requirements of federal and state law, as well as District policies and procedures.

Police Department Structure

Delivery of the law enforcement and security services provided for under this contract shall be provided in a unified fashion by a Bureau within the Sheriff's Department, under the command of a Sheriff's Captain. The specific deployment of personnel will be as specified in the annually approved Deployment of Personnel SH-AD 575, which is included as Appendix B.

The Sheriff shall ensure that each campus is assigned a law enforcement and security services team leader as the primary contact between campus administrators and the Sheriff's Department

Scheduling and Stationing of Resources

As part of the annual development of the Personnel Deployment form (SH-AD 575), the District and the Sheriff will seek to deploy resources based on professional law enforcement and security practice, workloads and the needs of individual District campuses. A goal in this process will be to maximize the presence of sworn and security personnel on District campuses.

Should circumstances warrant the resource deployment may be changed with consent of both parties. For example, if one campus is determined to have a unique crime or security problem that merits additional resources, the normal deployment arrangements may be adjusted, provided all campuses continue to receive coverage and deputy/ security officer safety is not compromised.

Regional Support Services

The District will have access to regionalized support services provided by the Los Angeles County Sheriff's Department on the same basis as cities which contract for law enforcement services. These services are available on an as-needed basis and can be requested by the District to enhance law enforcement and security services to the campuses. The District will be billed for such services as provided in the contract and under the same terms that the Sheriff offers to other contract agencies.

Performance Measures

The Sheriff in conjunction with District staff shall evaluate the efficiency and effectiveness of law enforcement and security services through a variety of performance measures and assessment tools. These measures are broken down into eight specific categories or objectives.

A. Prevention of Crime
B. Responsiveness
C. Effective Monitoring of Property
D. Feeling of Safety
E. Personnel Management
F. Emergency Response Planning & Preparedness
G. Appropriate Enforcement Style
H. Administrative Responsiveness

The measures are to be reported to the District Director of Business Services and each campus' Vice President Administrative Services on the frequency noted. Information from the District necessary to the development of the measures will be supplied by the Vice President Administrative Services for each campus. Such measures are shaded in the tables below. The annual survey will be administered jointly by the District and the Sheriff, using a web-based survey tool.

It is recognized that the development and reporting is a partnership between the District and the Sheriff. The District supports the use of existing information and reporting formats to the maximum extent possible and will work with the Sheriff to modify reporting measures if necessary to make the reporting requirements as economical and efficient as possible.

Rows that are shaded indicate that the data collection and reporting will be completed by the District. Rows which are not shaded indicate measures for which the Sheriff has primary responsibility.

A. Prevention of Crime

Quality Characteristic	Specific Measure	Data Source	Frequency
1. Compliance with Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act of the United State Government.	Annual Report, defined crime statistics, access and posting requirements.[1]	Sheriff's records; College District information[2]	Annual
2. Misdemeanor Arrests	Using California Department of Justice (CDOJ) breakdown by type	LARCIS	Quarterly
3. Felony Arrests	Using CDOJ breakdown by type	LARCIS	Quarterly
4. Reported Crimes	CDOJ breakdowns as reported in FBI / California Crime Index reports	LARCIS	Annual
5. Scope of work reporting	Time spent by category of service type	Sheriff's records; Contract Minutes Report	Annual

B. Responsiveness

Quality Characteristic	Specific Measure	Data Source	Frequency
1. Response time - emergency	Total number of emergency calls and number of emergency calls responded to within 3 min3	Campus Log	Quarterly
2. Response time - routine	Total number of routine calls and number of routine calls responded to within 5 min4	Campus Log	Quarterly
3. Injury reports	Number of injury reports filed and number received by college within 24 hours	Campus Log, District campus records	Quarterly
4. Perceived Responsiveness	% of employees and students that report Sheriff staff are very accessible	Annual Campus Survey	Annual
5. Quality of response	% of employees and students that report excellent satisfaction with service	Annual Campus Survey	Annual

[1] See attached summary
[2] Annual report based on July 1 – June 30 Fiscal Year
[3] Includes response to serious injury calls
[4] Includes response to serious injury calls

C. Effective Monitoring of Property

Quality Characteristic	Specific Measure	Data Source	Frequency
1. Observable facilities conditions	No. and type of facilities problems reported	Campus Log and District Maintenance Records	Quarterly
2. Parking enforcement	No. of parking tickets issued; frequency of unticketed violations	Phoenix Report and District spot checks	Annual
3. Special events	Number of special events staffed for security	Campus Log	Quarterly
4. Responses to facility alarms	Number of responses per month	Campus Log	Quarterly
5. Responses to graffiti or vandalism incidents	Number of responses per month	Campus Log	Quarterly

D. Feeling of Safety

Quality Characteristic	Specific Measure	Data Source	Frequency
1. Maintaining order	No. of student meetings and rallies attended	Campus Log	Annual
2. Aid to vulnerable pedestrians	No. of students/others assisted due to vehicle problems; number of persons escorted to vehicles at night	Campus Log	Annual
3. Perceived safety - night	% of employees and students who feel very safe or reasonably safe walking on campus at night	Annual Campus Survey	Annual
4. Perceived safety – day	% of employees and students who feel very safe or reasonably safe walking on campus during the day	Annual Campus Survey	Annual
5. Visibility	% of employees and students who report Sheriff staff are highly visible or visible on campus	Annual Campus Survey	Annual

E. Personnel Management

Quality Characteristic	Specific Measure	Data Source	Frequency
1. Adherence to training/ qualification standards	Maintain 100% staff training compliance with EC 72330 standards	Sheriff's records:	Annual
2. Supervision of college police cadets/other non-sworn	Rate of turnover; rate of complaints received	Sheriff's records	Annual
3. Response to citizen complaints about personnel	Description and disposition of all complaints filed	Sheriff's Personnel Performance Index Report	Annual
4. Undertaking of additional training as needed	Description of training provided, dates, and classification (deputy, security officer and / or cadet) trained	Sheriff's records	Annual

F. Emergency Response Planning & Preparedness

Quality Characteristic	Specific Measure	Data Source	Frequency
1. Readiness for emergencies	Development of an emergency response plan; training in and communication of same	Copy of current plan for each Campus prepared for Annual Report to Board of Trustees	Annual

G. Appropriate Enforcement Style

Quality Characteristic	Specific Measure	Data Source	Frequency
1. Accommodation of College Presidents' preferences	Observations by College Presidents about Sheriff's enforcement style	Annual Internal Campus Survey	Annual
2. Interaction by Sheriff's with students and visitors	% of students who have been helped by Sheriff's personnel in other than law enforcement/security matters	Annual Internal Campus Survey	Annual
3. Understanding of applicable regulations and policies	Frequency of violation, misapplication and misinterpretation of government regulations and District policies	Annual Internal Campus Survey	Annual
4. Application of security requirements on community benefit events	Frequency of complaints regarding costs or level of security level.	Annual Internal Campus Survey	Annual
5. Professionalism	% of employees and students rating professionalism as excellent	Annual Campus Survey	Annual

H. Administrative Responsiveness

Quality Characteristic	Specific Measure	Data Source	Frequency
1. Administrative hearings	Number of hearings attended	Campus Log; District Records	Quarterly
2. Administrative diversions	Number of disciplinary referrals per month	Campus Log	Quarterly
3. Timeliness of dissemination of incident reports	% of incident reports received within 24 hours of incident by campus VP of Student Services	Campus Log; District Records	Annual

Quarterly Reports

The quarterly reports will be due 30 days after the close of each calendar year quarter of May 1, August 1, November 1 and February 1 for the fourth quarter of each year. The components of the quarterly report are listed below

Quarterly Reports Identifier	Measure
A 2	Misdemeanor Arrests
A 3	Felony Arrests
B 1	Response time - emergency
B 2	Response time - routine
B 3	Injury reports
C 1	Observable facilities conditions
D 3	Special events
D 4	Responses to facility alarms
D 5	Responses to graffiti or vandalism incidents
H 1	Administrative hearings
H 2	Administrative diversions

Annual Report

The Annual Report will be due September 1 of each year and shall be for the fiscal year ended June 30. It shall be structured to convey the annual performance measure information and the quarterly reporting measures for the four preceding quarters. It will also include all Clery Act reporting requirements which must be published each year by October 1.

Summary of Clery Act

The **Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act**, codified at 20 USC 1092 (f) as a part of the Higher Education Act of 1965, is a federal law that requires colleges and universities to disclose certain timely and annual information about campus crime and security policies. All public and private institutions of postsecondary education participating in federal student aid programs are subject to it. Violators can be "fined" up to $25,000 by the U.S. Department of Education, the agency charged with enforcement of the Act and where complaints of alleged violations should be made, or face other enforcement action.

Annual Report

Schools have to publish an annual report every year by October 1st that contains 3 years worth of campus crime statistics and certain security policy statements including sexual assault policies which assure basic victims' rights, the law enforcement authority of campus police and where students should go to report crimes. The report is to be made available automatically to all current students and employees while prospective students and employees are to be notified of its existence and afforded an opportunity to request a copy. Schools can comply using the Internet so long as the required recipients are notified and provided the exact Internet address where the report can be found and paper copies are available upon request. A copy of the statistics must also be provided to the U.S. Department of Education.

Crime Statistics

Each school must disclose crime statistics for the campus, unobstructed public areas immediately adjacent to or running through the campus, and certain non-campus facilities including Greek housing and remote classrooms. The statistics must be gathered from campus police or security, local law enforcement, and other school officials who have "significant responsibility for student and campus activities" such as student judicial affairs directors. Professional mental health and religious counselors are exempt from reporting obligations, but may refer patients to a confidential reporting system which the school has to indicate whether or not it has.

Crimes are reported in the following 7 major categories, with several sub-categories: 1.) Criminal Homicide broken down by a.) Murder and Nonnegligent Manslaughter and b.) Negligent manslaughter; 2.) Sex Offenses broken down by a.) Forcible Sex Offenses (includes rape) and b.) Nonforcible Sex Offenses; 3.) Robbery; 4.) Aggravated Assault; 5.) Burglary; 6.) Motor Vehicle Theft; and 7.) Arson.

Schools are also required to report the following three types of incidents if they result in either an arrest or disciplinary referral: 1.) Liquor Law Violations; 2.) Drug Law Violations; and 3.) Illegal Weapons Possession. If both an arrest and referral are made only the arrest is counted.

The statistics are also broken down geographically into "on campus," "residential facilities for students on campus," noncampus buildings, or "on public property" such as streets and sidewalks. Schools can use a map to denote these areas. The report must also indicate if any of the reported incidents, or any other crime involving bodily injury, was a "hate crime."

Access to Timely Information

Schools are also required to provide "timely warnings" and a separate more extensive public crime log. It is these requirements which are most likely to affect the day to day lives of students. The timely warning requirement is somewhat subjective and is only triggered when the school considers a crime to pose an ongoing "threat to students and employees" while the log records all incidents reported to the campus police or security department.

Timely warnings cover a broader source of reports (campus police or security, other campus officials, and off-campus law enforcement) than the crime log but are limited to those crime categories required in the annual report. The crime log includes only incidents reported to the campus police or security department, but covers all crimes not just those required in the annual report, meaning crimes like theft are included in the log. State crime definitions may be used.

Schools that maintain a police or security department are required to disclose in the public crime log "any crime that occurred on campus...or within the patrol jurisdiction of the campus police or the campus security department and is reported to the campus police or security department." The log is required to include the "nature, date, time, and general location of each crime" as well as its disposition if known. Incidents are to be included within two business days but certain limited information may be withheld to protect victim confidentiality, ensure the integrity of ongoing investigations, or to keep a suspect from fleeing. Only the most limited information necessary may be withheld and even then it must be released "once the adverse effect...is no longer likely to occur."

The log must be publicly available during normal business hours. This means that in addition to students and employees the general public such as parents or members of the local press may access it. Logs remain open for 60 days and subsequently must be available within 2 business days of a request.

Source: Security On Campus, Inc.

Appendix B
Annual Deployment of Personnel SH-AD 575