



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



July 23, 2024

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

Dear Supervisors:

**APPROVAL OF A LAW ENFORCEMENT DISPATCHING AND
COMMUNICATIONS SERVICES AGREEMENT BY AND BETWEEN THE COUNTY
OF LOS ANGELES AND COMPTON COMMUNITY COLLEGE DISTRICT
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a Law Enforcement Dispatching and Communications Services Agreement (Agreement) with Compton Community College District (Compton Community College) for the provision of dispatching and communications services (Services) by the Department through June 30, 2029.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute an Agreement, substantially similar to the attached Agreement, with Compton Community College for the provision of Services to the Compton College Police Department (CCPD) commencing upon execution by the Sheriff through June 30, 2029.
2. Delegate authority to the Sheriff, or his designee, to execute Agreements substantially similar to the attached Agreement with other public agencies requesting such Services, commencing upon execution by the Sheriff, through June 30, 2029.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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3. Delegate authority to the Sheriff, or his designee, to publish the annual billing rates and to execute supplemental agreements and amendments as set forth in Section 9.0 (Amendments) of the Agreement.
4. Delegate authority to the Sheriff, or his designee, to terminate the Agreements if it is in the best interest of the County.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The approval of this Agreement will permit the Department to continue dispatching and communication services to Compton Community College and CCPD. The current agreement expires on June 30, 2024. Compton Community College and the CCPD would like to continue the working relationship and Services with the Department and the Compton Sheriff's Station, which is their local general-law policing agency.

The Services encompass duties and functions within the jurisdiction of, and customarily rendered by, the Department under the County Charter and the statutes of the State of California. The Services typically involve the provision of receiving emergency phone calls (9-1-1), dispatching of calls for service, use of Department radio and data system communications, Sheriff Station's dispatching support, and the Department's Sheriff's Communication Center (SCC) radio support to the Compton Community College and the CCPD.

Implementation of Strategic Goals

As part of the Board's commitment to the County, approval of the recommended action would enhance the County's Strategic Plan, North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal C: Public Safety; additionally, North Star 3: Realize tomorrow's government today; Focus Area Goal A: Communication and Public Access.

FISCAL IMPACT/FINANCING

There is no net county cost to the Department. The estimated cost of services in Fiscal Year 2024-25 is \$16,000. Compton Community College shall reimburse the Department for requested services in accordance with the appropriate and prevailing billing rates as determined by the Auditor-Controller each Fiscal Year. Compton Community College is aware the billing rates are revised at the beginning of every Fiscal Year as determined by the Auditor-Controller. The billing rates are developed by the Auditor-Controller, pursuant to the requirements, policies, and procedures adopted by the Board.

The Honorable Board of Supervisors
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement is authorized by Section 56 ³/₄ of the County Charter. The Agreement allows for the provision of Services by the Department commencing upon execution by the Sheriff through June 30, 2029. The Agreement may be terminated by either party with 60 calendar days advance written notice. The Agreement provides for the mutual indemnification of the parties.

The attached Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is an anticipated minimal workload increase to current law enforcement services at the Department's Compton Sheriff's Station dispatch desk and SCC.

CONCLUSION

Upon Board approval, it is requested that the Clerk of the Board return one original adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,



ROBERT G. LUNA
SHERIFF

ATTACHMENT A

STATEMENT OF WORK

LAW ENFORCEMENT DISPATCHING AND COMMUNICATIONS SERVICES

1.0 SCOPE OF WORK

- 1.1 The County, through the Sheriff's Department ("Sheriff's Department"), will provide Compton Community College District and the Compton College Police Department ("CCPD") with access to the Sheriff's Department's radio system for purposes of field radio communications. Access to the Sheriff's Department's radio system includes a designated primary and tactical general use radio channel, radio room dispatchers, and the Sheriff's Department's Computer Aided Dispatch ("CAD"). There will not be a radio room dispatcher dedicated solely to CCPD. In addition, the radio channels allocated to CCPD shall be available to and used by other units. Unless otherwise determined, and as routinely necessary, CCPD will be assigned to the same primary and tactical general use radio channels as those assigned to the Sheriff's Department's Compton Patrol Station.
- 1.2 The Sheriff's Department shall provide CCPD access to the Sheriff's Department's data network for the purpose of using Mobile Digital Computers ("MDCs") and CAD for the dispatching of calls for service, logging of activity by CCPD, and routine and necessary access to law enforcement information systems.
- 1.3 The Sheriff's Department shall provide 911 emergency phone call receiving for 911 calls originating from, or for, the Compton Community College campus. Emergency and non-emergency calls for service originating from 911 phone calls will be created and dispatched by the Sheriff's Department to CCPD via CAD and/or radio. The Sheriff's Department will do the same for calls for service received from business phone lines, text messaging, in person, or other means of communication to the Sheriff's Department for CCPD and the Compton College campus. Unless otherwise determined, and as routinely necessary, receiving of these requests for service for CCPD will be received at the Sheriff's Department's Compton Patrol Station and/or the Sheriff's Department's Communication Center ("SCC").
- 1.4 The Sheriff's Department shall provide the required personnel at Sheriff's Department facilities to perform the duties described in Paragraphs 1.1, 1.2, and 1.3 above. These personnel will not perform these duties at CCPD or the Compton Community College campus, other than as routinely necessary as determined by the Sheriff's Department.

2.0 OPERATING PROCEDURES-SHERIFF'S DEPARTMENT

- 2.1 The Sheriff's Department shall provide a full-time, 24/7 Countywide Dispatch Channel including 24/7 communications support for use by CCPD equivalent to that provided to Sheriff's Department Patrol Stations.
- 2.2 The Sheriff's Department shall provide a Countywide L-Tac Channel for use by CCPD.
- 2.3 The Sheriff's Department shall provide access to the Sheriff's Department's radio room dispatchers. The Sheriff's Department radio room dispatchers shall provide voice dispatching and support in the same manner as provided to Sheriff's Department patrol stations.
- 2.4 During normal operating conditions, the Sheriff's Department shall assign CCPD to the same Dispatch Channel and Countywide L-Tac Channel as that of the Sheriff's Department's Compton Patrol Station.
- 2.5 In the event of an emergency, i.e. vehicle/foot pursuit, officer involved shooting, or officer involved in fight, the Sheriff's Department shall provide a radio room dispatcher, supervisor, and watch commander to monitor and provide communications support to CCPD personnel.
- 2.6 The Sheriff's Department shall allow CCPD to reserve mutual aid channels and other tactical channels when available and provide CCPD with the written procedures and protocols for reserving these channels.
- 2.7 The Sheriff's Department shall provide CCPD with access to the Countywide emergency trigger channel.
- 2.8 The Sheriff's Department shall provide CCPD with field unit call identifiers consistent with the Sheriff's Department numeration structure. Unless otherwise determined, CCPD will be assigned unique identifiers under the Sheriff's Department's Compton Patrol Station's identifier group.
- 2.9 The training for CCPD personnel to access Sheriff's Department communications systems (radio and CAD) will be provided by Sheriff's Department personnel at the prevailing overtime rates.

3.0 OPERATING PROCEDURES-COMPTON COLLEGE POLICE DEPARTMENT

- 3.1 CCPD shall adhere to Sheriff's Department radio policies and procedures at all times.
- 3.2 CCPD shall use the Sheriff's Department radio codes for radio communications as a matter of routine. Sheriff's Department radio codes and statistical clearance codes shall be used for all MDC/CAD use. These codes are established in the Statistical Code Guide and Radio Code Book (SH-R-316).
- 3.3 In the event of a County-wide radio failure, the Sheriff's Department's Compton Patrol Station will assume dispatch responsibility for CCPD personnel, as directed by the Sheriff's Department. Established SCC fallback procedures shall be followed.
- 3.4 CCPD shall designate a watch commander, or officer in charge ("OIC"), 24/7. The CCPD watch commander or OIC shall be the incident commander for CCPD, and the Sheriff's Department radio room personnel shall provide communications support.
- 3.5 Per Sheriff's Department policy and procedures, during a CCPD vehicle or foot pursuit, the CCPD watch commander or OIC shall immediately establish communications with the Sheriff's Department's radio room watch commander via the CCPD/Sheriff's Department telephone line connection or via the radio channel. The CCPD watch commander or OIC shall be in command of the incident, and the Sheriff's Department radio room watch commander shall provide communications support as directed by the CCPD watch commander or OIC.
- 3.6 CCPD hand held radios shall be equipped with the emergency button feature. When depressed, this button shall transmit a signal to SCC and display the CCPD Automatic Identification ("AID"). It shall be the responsibility of CCPD to supply a list of AID assignments to the Sheriff's Department. It shall be the responsibility of the CCPD officer requesting assistance to provide the correct information to the Sheriff's Department radio room dispatcher on the following:

Assistance

Location addresses or cross streets
Nature of incident
Number of units requested
Agency(s) requested

Fire Equipment / Paramedics / Ambulance

Location addresses or cross streets
Nature of the request
Age of victim
Nature of injuries
Is victim breathing?

- 3.7 Requests for assistance shall be deemed emergent and broadcasted immediately. The use of plain language is encouraged. Sheriff's Department radio room dispatchers will use a controlled response and will relay pertinent information to the appropriate law enforcement agency in the event of an emergency or call for assistance.
- 3.8 CCPD shall provide the Sheriff's Department with a CCPD personnel roster which will contain the radio identifier and contact numbers for each CCPD personnel assigned a hand held radio. This will enable Sheriff's Department radio room dispatchers an additional avenue to make contact with an officer in the field (e.g. an emergency trigger activation wherein the officer does not respond to the radio). The roster shall be maintained and updated at least quarterly by CCPD.
- 3.9 Prior to using Sheriff's Department communications systems, CCPD is responsible for logging on all active CCPD field units through MDCs or a CAD terminal. CCPD is also responsible for logging off all active field units at the conclusion of the field units' shifts.
- 3.10 CCPD field units shall be responsible for clearing unit logs on an MDC or at a CAD terminal if they create entries that require additional information for clearance other than a status entry.

4.0 PUBLIC SAFETY EQUIPMENT USE

- 4.1 The County, through the Sheriff's Department, hereby transfers the public safety equipment set forth on Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization), of this Agreement ("Equipment") for the exclusive use of CCPD during the term of the Agreement.
- 4.2 CCPD may use the Equipment for any lawful purpose, including use in connection with public safety activities in all areas under CCPD's jurisdiction.
- 4.3 CCPD shall not use or operate the Equipment in violation of any federal, state, or local law, rule, regulation, or ordinance.
- 4.4 The Equipment shall not be used or operated as follows:
 - 4.4.1 In a manner subjecting the Equipment to depreciation above the normal depreciation associated with public safety use; and/or

- 4.4.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.
- 4.5 CCPD shall exercise due care for the safekeeping of the Equipment during the term of the Agreement.
- 4.6 CCPD shall ensure that the Equipment is kept in good working order and condition, shall ensure that the Equipment is scheduled and available to the Sheriff's Department for the performance of its regularly scheduled maintenance by the Sheriff's Department, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Equipment.
- 4.7 The Sheriff's Department shall retain ownership of the Equipment used by CCPD during the term of the Agreement. Legal title to the Equipment is, and shall, at all times, remain in the name of the Sheriff's Department. The Equipment shall not be transferred or delivered by CCPD to any persons other than the Sheriff's Department without the Sheriff's Department's prior written consent.
- 4.8 CCPD agrees to indemnify, defend, and hold harmless the Sheriff's Department from any and all liability, losses, or damages the Sheriff's Department may suffer and from any claims, demands, costs, or judgments against the Sheriff's Department arising out of CCPD's use or operation of the Equipment. This indemnification does not extend to (1) any liability resulting from inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) negligent or wrongful maintenance or repair of the Equipment provided by the Sheriff's Department.
- 4.9 CCPD shall assume all risk of loss to the Equipment from the time it is delivered by the Sheriff's Department to CCPD, and inspected and accepted by CCPD, until (1) the Equipment is returned to the Sheriff's Department upon expiration or termination of the Agreement, or (2) the Sheriff's Department regains temporary possession of the Equipment for purposes of providing maintenance and repair.
- 4.10 Upon inspection/acceptance of the Equipment, CCPD shall be responsible for any and all damage to the Equipment, except those damages resulting from (1) inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) the negligent or wrongful maintenance or repair of the Equipment provided by the Sheriff's Department.
- 4.11 In the event of damage to the Equipment or the Equipment is in need of repair, CCPD shall notify the Sheriff's Department to that effect and follow such instructions that may provide with respect to repair or disposal of the Equipment. If the Equipment is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the Sheriff's Department agreement as to such condition), CCPD shall properly notify the Sheriff's Department thereof and hold any Equipment

for disposal by the Sheriff's Department. With respect to any loss, theft, or destruction of the Equipment, the Sheriff's Department and CCPD shall negotiate the value for comparable equipment in a condition similar to the lost, stolen, or destroyed Equipment immediately prior to any such loss. CCPD shall reimburse the Sheriff's Department for the value of the lost, stolen, or destroyed Equipment.

5.0 EQUIPMENT MAINTENANCE AND TESTING

- 5.1 The Sheriff's Department shall perform all maintenance and repairs required for the proper operation of the Equipment. Except as otherwise set forth herein, such maintenance and repairs are provided in exchange for CCPD's payment of the annual billing rates set forth on Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of the Agreement. CCPD has the right to inspect said Equipment prior to acceptance of the Equipment following maintenance and repairs by the Sheriff's Department.
- 5.2 Maintenance and repairs provided by the Sheriff's Department under the Agreement may be performed by the Sheriff's Department, its third party vendors, and/or the manufacturer of the Equipment.
- 5.3 The Sheriff's Department shall assume responsibility for ensuring that the Equipment has been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to use by CCPD.
- 5.4 CCPD shall inspect the Equipment upon initial delivery and return from the Sheriff's Department following maintenance and repair, and, by acceptance thereof, finds the Equipment in good working order and condition.
- 5.5 The Equipment shall be maintained and repaired solely by the Sheriff's Department. CCPD and any of its third party vendors are prohibited from performing any maintenance and repairs on the Equipment.
- 5.6 All regularly scheduled maintenance shall be performed by the Sheriff's Department, and CCPD shall timely present the Equipment to the Sheriff's Department for the performance of regularly scheduled maintenance at the direction of, and in accordance with the policies and procedures of, the Sheriff's Department's Communications and Fleet Management Bureau. The Sheriff's Department shall make every effort to perform any maintenance in a timely manner.
- 5.7 Any Equipment requiring maintenance and repair by the Sheriff's Department for any extended length of time, as determined by the Sheriff's Department's Communications and Fleet Management Bureau, may, at the sole discretion of the Sheriff's Department, receive a temporary replacement piece of Equipment. All terms and conditions set forth herein shall apply to the CCPD's use of any temporary replacement Equipment provided by the Sheriff's Department. The

Sheriff's Department shall not be responsible for any damages or liability resulting from the CCPD's loss of use of the Equipment during the performance of maintenance and repair services by the Sheriff's Department.

5.8 The Sheriff's Department shall have the right to inspect the Equipment, immediately upon request by the Sheriff's Department, at any time during the term of the Agreement. CCPD shall provide the Sheriff's Department with such operating, and other information, or copies of any such records maintained by CCPD with respect to the Equipment, as the Sheriff's Department or any government agency may require from time to time.

5.9 The Sheriff's Department will conduct periodic scheduled and unscheduled tests on Sheriff's Department furnished Equipment and communications systems.

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**LAW ENFORCEMENT DISPATCHING AND COMMUNICATIONS SERVICES
 AGREEMENT
 BY AND BETWEEN
 COUNTY OF LOS ANGELES
 AND
 COMPTON COMMUNITY COLLEGE DISTRICT**

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ATTACHMENT A – STATEMENT OF WORK

**ATTACHMENT B – DISPATCHING AND COMMUNICATIONS SERVICES RATES, EQUIPMENT
 USE RATES, AND SERVICE LEVEL AUTHORIZATION**

**LAW ENFORCEMENT DISPATCHING AND COMMUNICATIONS SERVICES
AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
COMPTON COMMUNITY COLLEGE DISTRICT**

This Law Enforcement Dispatching and Communications Services Agreement ("Agreement") is entered into this _____ day of _____, 2024, by and between the County of Los Angeles ("County") and the Compton Community College District ("Public Entity.")

RECITALS

- (a) Whereas, the Public Entity is desirous of contracting with the County for the performance of the law enforcement functions described herein by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- (b) Whereas, the County is agreeable to rendering such law enforcement services within the County on the terms and conditions set forth in this Agreement; and
- (c) Whereas, this Agreement is authorized by Section 56-3/4 of the Charter of the County of Los Angeles; and
- (d) Whereas, the County is agreeable to rendering such law enforcement services, as available, on the terms and conditions set forth in this Agreement.

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 to provide law enforcement dispatching and communications services to the Public Entity to the extent and in the manner set forth in this Agreement, including Attachment A (Statement of Work) which is attached hereto and incorporated herein by this reference.
- 1.2 Except as otherwise set forth herein, the County shall furnish and supply, as available, all labor, supervision, personnel, equipment, communications facilities, and supplies necessary to provide the law enforcement dispatching and

communications services required under this Agreement. Notwithstanding the foregoing, the Public Entity may provide additional resources for the County to utilize in the performance of the supplemental law enforcement services.

- 1.3 If applicable, the Public Entity hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for law enforcement services herein the right to transmit and broadcast communications to the Public Entity's police department's units via the primary dispatch frequency and/or any other law enforcement frequency for which the Public Entity is licensed by FCC.
- 1.4 Except as otherwise specifically set forth in this Agreement, law enforcement dispatching and communications services shall encompass duties and functions within the jurisdiction of and customarily rendered by the Sheriff's Department under the Charter of the County and the statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 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 Public Entity shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the Public Entity
- 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 With regard to Paragraphs 2.1 and 2.2 above, in the event of an unresolved dispute over the minimum level of performance of services, the County shall have final and conclusive determination as between the parties hereto.
- 2.4 All Public Entity employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the Public Entity 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 Public Entity employees shall become employees of the County.

- 2.5 The Public Entity 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 Public Entity. Except as herein otherwise specified, the Public Entity 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 performance of services under this Agreement.
- 2.6 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 AND EQUIPMENT

- 3.1 Services performed and equipment provided hereunder shall be as set forth on Attachment A (Statement of Work) of this Agreement and Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement. To the extent that the terms of any Attachment to this base document may conflict with the base document, the terms of this base document shall prevail.
- 3.2 For any changes in the work requirements set forth in Attachment A (Statement of Work) of this Agreement and/or the service levels set forth in Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement, a revised Attachment A (Statement of Work) of this Agreement and/or a revised Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement shall be signed and authorized by the Public Entity and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.

4.0 INDEMNIFICATION

- 4.1 The Public Entity shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers

(“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

- 4.2 The County shall indemnify, defend, and hold harmless the Public Entity, its employees, agents and volunteers (“Public Entity Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the Public Entity Indemnitees.

5.0 TERM OF AGREEMENT

The term of this Agreement shall commence upon execution by the Sheriff and shall terminate June 30, 2029, unless sooner extended or terminated in whole or in part as provided for herein.

6.0 RIGHT OF TERMINATION

- 6.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.
- 6.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff’s duties as required by law.
- 6.3 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.

7.0 BILLING RATES

- 7.1 The Public Entity shall pay the County for the services and equipment provided under this Agreement at the billing rates set forth on Attachment B (Dispatching

and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement as established by the County Auditor-Controller.

- 7.2 The billing rates set forth on Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement shall be readjusted annually by the County Auditor-Controller effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service and equipment in accordance with the policies and procedures for determination of such rates, as adopted by the County Board of Supervisors.
- 7.3 The Public Entity shall be billed at the current fiscal year's billing rates based on the service level and equipment provided within the parameters of Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement.

8.0 PAYMENT PROCEDURES

- 8.1 The County, through the Sheriff's Department, shall render to the Public Entity, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the Public Entity shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 8.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the Public Entity shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar 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) calendar days after the dispute resolution is memorialized.
- 8.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from last day of the month in which the services were performed, or in the event of disputed amounts, calculated from the date the resolution is memorialized.

9.0 AMENDMENTS

- 9.1 Except for changes pursuant to Paragraph 7.2 of this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and the Public Entity.
- 9.2 Notwithstanding Paragraph 9.1 above, the Sheriff or his designee is hereby authorized to execute on behalf of the County any supplemental agreements and/or Amendments referenced in Sections 3.0 and 8.0 of this Agreement.
- 9.3 In accordance with Paragraph 7.2 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of this Agreement. The revised Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) shall serve as an Amendment to this Agreement.

10.0 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.

11.0 AUTHORIZATION WARRANTY

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

12.0 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 County of Los Angeles.

13.0 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: Bureau Captain
211 W. Temple Street, 7th Floor
Los Angeles, California 90012

Notices to the Public Entity shall be addressed as follows:

Compton Community College District
Attn: Chief of Police
1111 E. Artesia Boulevard
Compton, California 90221-5393

14.0 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.

15.0 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.

16.0 ENTIRE AGREEMENT

This Agreement, including Attachment A (Statement of Work) and Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization), and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes 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 9.0, Amendments, of this Agreement.

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**LAW ENFORCEMENT DISPATCHING AND COMMUNICATIONS SERVICES
AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
COMPTON COMMUNITY COLLEGE DISTRICT**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by the Sheriff, and the Public Entity has caused this Agreement to be executed on its behalf by its authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
Robert G. Luna, Sheriff

Date _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By *Michele Jackson*
Deputy County Counsel

COMPTON COMMUNITY COLLEGE
DISTRICT

By _____
Dr. Abdul Nasser, Vice President

Date _____

APPROVED AS TO FORM:

By _____
Attorney

Date _____

APPROVED AS TO CONTENT:

By _____
Marcus Thompson, Chief of Police

Date _____

ATTACHMENT A

STATEMENT OF WORK

LAW ENFORCEMENT DISPATCHING AND COMMUNICATIONS SERVICES

1.0 SCOPE OF WORK

- 1.1 The County, through the Sheriff's Department ("Sheriff's Department"), will provide Compton Community College District and the Compton College Police Department ("CCPD") with access to the Sheriff's Department's radio system for purposes of field radio communications. Access to the Sheriff's Department's radio system includes a designated primary and tactical general use radio channel, radio room dispatchers, and the Sheriff's Department's Computer Aided Dispatch ("CAD"). There will not be a radio room dispatcher dedicated solely to CCPD. In addition, the radio channels allocated to CCPD shall be available to and used by other units. Unless otherwise determined, and as routinely necessary, CCPD will be assigned to the same primary and tactical general use radio channels as those assigned to the Sheriff's Department's Compton Patrol Station.
- 1.2 The Sheriff's Department shall provide CCPD access to the Sheriff's Department's data network for the purpose of using Mobile Digital Computers ("MDCs") and CAD for the dispatching of calls for service, logging of activity by CCPD, and routine and necessary access to law enforcement information systems.
- 1.3 The Sheriff's Department shall provide 911 emergency phone call receiving for 911 calls originating from, or for, the Compton Community College campus. Emergency and non-emergency calls for service originating from 911 phone calls will be created and dispatched by the Sheriff's Department to CCPD via CAD and/or radio. The Sheriff's Department will do the same for calls for service received from business phone lines, text messaging, in person, or other means of communication to the Sheriff's Department for CCPD and the Compton College campus. Unless otherwise determined, and as routinely necessary, receiving of these requests for service for CCPD will be received at the Sheriff's Department's Compton Patrol Station and/or the Sheriff's Department's Communication Center ("SCC").
- 1.4 The Sheriff's Department shall provide the required personnel at Sheriff's Department facilities to perform the duties described in Paragraphs 1.1, 1.2, and 1.3 above. These personnel will not perform these duties at CCPD or the Compton Community College campus, other than as routinely necessary as determined by the Sheriff's Department.

2.0 OPERATING PROCEDURES-SHERIFF'S DEPARTMENT

- 2.1 The Sheriff's Department shall provide a full-time, 24/7 Countywide Dispatch Channel including 24/7 communications support for use by CCPD equivalent to that provided to Sheriff's Department Patrol Stations.
- 2.2 The Sheriff's Department shall provide a Countywide L-Tac Channel for use by CCPD.
- 2.3 The Sheriff's Department shall provide access to the Sheriff's Department's radio room dispatchers. The Sheriff's Department radio room dispatchers shall provide voice dispatching and support in the same manner as provided to Sheriff's Department patrol stations.
- 2.4 During normal operating conditions, the Sheriff's Department shall assign CCPD to the same Dispatch Channel and Countywide L-Tac Channel as that of the Sheriff's Department's Compton Patrol Station.
- 2.5 In the event of an emergency, i.e. vehicle/foot pursuit, officer involved shooting, or officer involved in fight, the Sheriff's Department shall provide a radio room dispatcher, supervisor, and watch commander to monitor and provide communications support to CCPD personnel.
- 2.6 The Sheriff's Department shall allow CCPD to reserve mutual aid channels and other tactical channels when available and provide CCPD with the written procedures and protocols for reserving these channels.
- 2.7 The Sheriff's Department shall provide CCPD with access to the Countywide emergency trigger channel.
- 2.8 The Sheriff's Department shall provide CCPD with field unit call identifiers consistent with the Sheriff's Department numeration structure. Unless otherwise determined, CCPD will be assigned unique identifiers under the Sheriff's Department's Compton Patrol Station's identifier group.
- 2.9 The training for CCPD personnel to access Sheriff's Department communications systems (radio and CAD) will be provided by Sheriff's Department personnel at the prevailing overtime rates.

3.0 OPERATING PROCEDURES-COMPTON COLLEGE POLICE DEPARTMENT

- 3.1 CCPD shall adhere to Sheriff's Department radio policies and procedures at all times.
- 3.2 CCPD shall use the Sheriff's Department radio codes for radio communications as a matter of routine. Sheriff's Department radio codes and statistical clearance codes shall be used for all MDC/CAD use. These codes are established in the Statistical Code Guide and Radio Code Book (SH-R-316).
- 3.3 In the event of a County-wide radio failure, the Sheriff's Department's Compton Patrol Station will assume dispatch responsibility for CCPD personnel, as directed by the Sheriff's Department. Established SCC fallback procedures shall be followed.
- 3.4 CCPD shall designate a watch commander, or officer in charge ("OIC"), 24/7. The CCPD watch commander or OIC shall be the incident commander for CCPD, and the Sheriff's Department radio room personnel shall provide communications support.
- 3.5 Per Sheriff's Department policy and procedures, during a CCPD vehicle or foot pursuit, the CCPD watch commander or OIC shall immediately establish communications with the Sheriff's Department's radio room watch commander via the CCPD/Sheriff's Department telephone line connection or via the radio channel. The CCPD watch commander or OIC shall be in command of the incident, and the Sheriff's Department radio room watch commander shall provide communications support as directed by the CCPD watch commander or OIC.
- 3.6 CCPD hand held radios shall be equipped with the emergency button feature. When depressed, this button shall transmit a signal to SCC and display the CCPD Automatic Identification ("AID"). It shall be the responsibility of CCPD to supply a list of AID assignments to the Sheriff's Department. It shall be the responsibility of the CCPD officer requesting assistance to provide the correct information to the Sheriff's Department radio room dispatcher on the following:

Assistance

Location addresses or cross streets
Nature of incident
Number of units requested
Agency(s) requested

Fire Equipment / Paramedics / Ambulance

Location addresses or cross streets
Nature of the request
Age of victim
Nature of injuries
Is victim breathing?

- 3.7 Requests for assistance shall be deemed emergent and broadcasted immediately. The use of plain language is encouraged. Sheriff's Department radio room dispatchers will use a controlled response and will relay pertinent information to the appropriate law enforcement agency in the event of an emergency or call for assistance.
- 3.8 CCPD shall provide the Sheriff's Department with a CCPD personnel roster which will contain the radio identifier and contact numbers for each CCPD personnel assigned a hand held radio. This will enable Sheriff's Department radio room dispatchers an additional avenue to make contact with an officer in the field (e.g. an emergency trigger activation wherein the officer does not respond to the radio). The roster shall be maintained and updated at least quarterly by CCPD.
- 3.9 Prior to using Sheriff's Department communications systems, CCPD is responsible for logging on all active CCPD field units through MDCs or a CAD terminal. CCPD is also responsible for logging off all active field units at the conclusion of the field units' shifts.
- 3.10 CCPD field units shall be responsible for clearing unit logs on an MDC or at a CAD terminal if they create entries that require additional information for clearance other than a status entry.

4.0 PUBLIC SAFETY EQUIPMENT USE

- 4.1 The County, through the Sheriff's Department, hereby transfers the public safety equipment set forth on Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization), of this Agreement ("Equipment") for the exclusive use of CCPD during the term of the Agreement.
- 4.2 CCPD may use the Equipment for any lawful purpose, including use in connection with public safety activities in all areas under CCPD's jurisdiction.
- 4.3 CCPD shall not use or operate the Equipment in violation of any federal, state, or local law, rule, regulation, or ordinance.
- 4.4 The Equipment shall not be used or operated as follows:
 - 4.4.1 In a manner subjecting the Equipment to depreciation above the normal depreciation associated with public safety use; and/or

- 4.4.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.
- 4.5 CCPD shall exercise due care for the safekeeping of the Equipment during the term of the Agreement.
- 4.6 CCPD shall ensure that the Equipment is kept in good working order and condition, shall ensure that the Equipment is scheduled and available to the Sheriff's Department for the performance of its regularly scheduled maintenance by the Sheriff's Department, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Equipment.
- 4.7 The Sheriff's Department shall retain ownership of the Equipment used by CCPD during the term of the Agreement. Legal title to the Equipment is, and shall, at all times, remain in the name of the Sheriff's Department. The Equipment shall not be transferred or delivered by CCPD to any persons other than the Sheriff's Department without the Sheriff's Department's prior written consent.
- 4.8 CCPD agrees to indemnify, defend, and hold harmless the Sheriff's Department from any and all liability, losses, or damages the Sheriff's Department may suffer and from any claims, demands, costs, or judgments against the Sheriff's Department arising out of CCPD's use or operation of the Equipment. This indemnification does not extend to (1) any liability resulting from inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) negligent or wrongful maintenance or repair of the Equipment provided by the Sheriff's Department.
- 4.9 CCPD shall assume all risk of loss to the Equipment from the time it is delivered by the Sheriff's Department to CCPD, and inspected and accepted by CCPD, until (1) the Equipment is returned to the Sheriff's Department upon expiration or termination of the Agreement, or (2) the Sheriff's Department regains temporary possession of the Equipment for purposes of providing maintenance and repair.
- 4.10 Upon inspection/acceptance of the Equipment, CCPD shall be responsible for any and all damage to the Equipment, except those damages resulting from (1) inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) the negligent or wrongful maintenance or repair of the Equipment provided by the Sheriff's Department.
- 4.11 In the event of damage to the Equipment or the Equipment is in need of repair, CCPD shall notify the Sheriff's Department to that effect and follow such instructions that may provide with respect to repair or disposal of the Equipment. If the Equipment is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the Sheriff's Department agreement as to such condition), CCPD shall properly notify the Sheriff's Department thereof and hold any Equipment

for disposal by the Sheriff's Department. With respect to any loss, theft, or destruction of the Equipment, the Sheriff's Department and CCPD shall negotiate the value for comparable equipment in a condition similar to the lost, stolen, or destroyed Equipment immediately prior to any such loss. CCPD shall reimburse the Sheriff's Department for the value of the lost, stolen, or destroyed Equipment.

5.0 EQUIPMENT MAINTENANCE AND TESTING

- 5.1 The Sheriff's Department shall perform all maintenance and repairs required for the proper operation of the Equipment. Except as otherwise set forth herein, such maintenance and repairs are provided in exchange for CCPD's payment of the annual billing rates set forth on Attachment B (Dispatching and Communications Services Rates, Equipment Use Rates, and Service Level Authorization) of the Agreement. CCPD has the right to inspect said Equipment prior to acceptance of the Equipment following maintenance and repairs by the Sheriff's Department.
- 5.2 Maintenance and repairs provided by the Sheriff's Department under the Agreement may be performed by the Sheriff's Department, its third party vendors, and/or the manufacturer of the Equipment.
- 5.3 The Sheriff's Department shall assume responsibility for ensuring that the Equipment has been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to use by CCPD.
- 5.4 CCPD shall inspect the Equipment upon initial delivery and return from the Sheriff's Department following maintenance and repair, and, by acceptance thereof, finds the Equipment in good working order and condition.
- 5.5 The Equipment shall be maintained and repaired solely by the Sheriff's Department. CCPD and any of its third party vendors are prohibited from performing any maintenance and repairs on the Equipment.
- 5.6 All regularly scheduled maintenance shall be performed by the Sheriff's Department, and CCPD shall timely present the Equipment to the Sheriff's Department for the performance of regularly scheduled maintenance at the direction of, and in accordance with the policies and procedures of, the Sheriff's Department's Communications and Fleet Management Bureau. The Sheriff's Department shall make every effort to perform any maintenance in a timely manner.
- 5.7 Any Equipment requiring maintenance and repair by the Sheriff's Department for any extended length of time, as determined by the Sheriff's Department's Communications and Fleet Management Bureau, may, at the sole discretion of the Sheriff's Department, receive a temporary replacement piece of Equipment. All terms and conditions set forth herein shall apply to the CCPD's use of any temporary replacement Equipment provided by the Sheriff's Department. The

Sheriff's Department shall not be responsible for any damages or liability resulting from the CCPD's loss of use of the Equipment during the performance of maintenance and repair services by the Sheriff's Department.

5.8 The Sheriff's Department shall have the right to inspect the Equipment, immediately upon request by the Sheriff's Department, at any time during the term of the Agreement. CCPD shall provide the Sheriff's Department with such operating, and other information, or copies of any such records maintained by CCPD with respect to the Equipment, as the Sheriff's Department or any government agency may require from time to time.

5.9 The Sheriff's Department will conduct periodic scheduled and unscheduled tests on Sheriff's Department furnished Equipment and communications systems.

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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT LAW ENFORCEMENT SERVICES
DISPATCHING AND COMMUNICATIONS SERVICES RATES,
EQUIPMENT USE RATES, AND SERVICE LEVEL AUTHORIZATION

PUBLIC ENTITY:

FISCAL YEAR:

COMPTON COMMUNITY COLLEGE DISTRICT

2024-2025

Effective Date:

SHERIFF'S STATION SERVICE RATE

Table with 2 columns: DISPATCHING SHERIFF'S STATION, ANNUAL RATE. Row 1: Compton, TBD

SHERIFF'S COMMUNICATION CENTER SERVICE RATE

Table with 3 columns: # RADIOS DEPLOYED, ANNUAL RATE, TOTAL COST. Row 1: TBD, TBD

EQUIPMENT USE RATE

Table with 4 columns: #, EQUIPMENT TYPE, ANNUAL RATE, TOTAL COST. Rows: MDC New Purchase, Data & Maintenance; MDC Data & Maintenance Only

TOTAL SERVICE AND EQUIPMENT COST \$ -

LASD Approval by:

UNIT COMMANDER NAME

SIGNATURE DATE

Public Entity Approval By: "I certify that I am authorized to make this commitment on behalf of the Public Entity."

NAME / TITLE

SIGNATURE DATE

Prepared by CLEB Sergeant:

1 Annual Sheriff's Station Service Rate determined through analysis of 911 calls and workload. Rate subject to change annually by Auditor-Controller based on this data.

2 Addition of new MDC includes procurement, data, maintenance, and 5 yr. warranty. Data and Maintenance applies to subsequent years of deployment. Rates subject to change annually by Auditor-Controller.