

County of Los Angeles Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, June 8, 2022

TIME: 9:30 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.

TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#

Click here to join the meeting

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

- 1. CALL TO ORDER
- 2. GENERAL PUBLIC COMMENT
- **3. INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - **A.** Board Letter:

BAILMENT AGREEMENT WITH MALIBU MOUNTAIN RESCUE TEAM, INC. FOR USE OF 2022 JEEP GLADIATOR MOJAVE 4X4

Speaker(s): Stephen Marshall and Raymond Armstrong (Sheriff's)

- 4. PRESENTATION/DISCUSSION ITEM(S):
 - **A.** Board Letter:

REQUEST TO AUTHORIZE THE ACQUISITION OF ONE MOBILE COMMAND POST VEHICLE

Speaker(s): Adam Wright and Charles Norris (Sheriff's)

B. Board Letter:

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

Speaker(s): Keith Ho and John Gannon (Sheriff's)

C. Board Briefing:

OFFICE OF INSPECTOR GENERAL'S (OIG) SHERIFF'S REFORM AND OVERSIGHT EFFORTS BRIEFING Speaker(s): Max Huntsman (OIG)

5. PUBLIC COMMENTS

6. ADJOURNMENT

CLOSED SESSION

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

McClearly, Flenoid v. County of Los Angeles, et al.

United States District Court Case No. 2:20-CV 05745

Department: Sheriff's

UPCOMING ITEMS:

A. Board Letter:

APPROVE LAW ENFORCEMENT SERVICES AGREEMENT WITH SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

Speaker(s): Rubin Macias and Bryan Aguilera (Sheriff's)

B. Board Letter:

ACCEPT 2021 URBAN AREA SECURITY INITIATIVE GRANT FUNDS

Speaker(s): Jimmy Nguyen (CEO)

C. Board Letter:

APPROVAL OF A SOLE SOURCE CONTRACT WITH GENERAL ELECTRIC COMPANY (GE) FOR ORIGINAL EQUIPMENT MANUFACTURER PARTS AND TECHNICAL PUBLICATIONS FOR GE T700 ENGINES THAT POWER THE DISTRICT'S SIKORSKY FIREHAWK HELICOPTERS Speaker(s): Theresa Barrera and Jon O'Brien (Fire)

D. Board Letter:

APPROVAL OF TWO CONTRACTS WITH HELICOPTER SUPPORT INC., DBA SIKORSKY COMMERCIAL, INC. FOR SERVICES AND PARTS FOR SIKORSKY S-70 FIREHAWK HELICOPTERS

Speaker(s): Theresa Barrera and Jon O'Brien (Fire)

E. Board Letter:

APPROVAL OF A CONTRACT WITH COULSON AVIATION INC. FOR THE LEASE OF A HELITANKER

Speaker(s): Theresa Barrera and Jon O'Brien (Fire)

Wednesday, June 8, 2022

F. Board Letter:

PROBATION DEPARTMENT – BARRY J. NIDORF JUVENILE HALL CCTV PROJECT – CATEGORICAL EXEMPTION – ESTABLISH AND APPROVE CAPTIAL PROJECT NO 87565 – APPROVE APPROPRIATION ADJUSTMENT – APPROVE PROJECT BUDGET

Speaker(s): Kenneth Nakahara and Thomas DeSantis (ISD), Robert Smythe (Probation) and Matthew Diaz (CEO)

G. Board Briefing:

PUBLIC SAFETY DEPARTMENTS FINAL CHANGES BUDGET BRIEFING Speaker(s): Rene Phillips and staff (CEO)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	6/15/2022			
BOARD MEETING DATE	6/28/2022			
SUPERVISORIAL DISTRICT AFFECTED	☑ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th			
DEPARTMENT(S)	Sheriff's Department			
SUBJECT	Bailment Agreement with Malibu Mountain Rescue Team for use of 2022 Jeep Gladiator Mojave 4x4			
PROGRAM	Donation			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No			
SOLE SOURCE CONTRACT	☐ Yes ☒ No			
DEADLINES/ TIME CONSTRAINTS	Effective upon execution by the Board for a period of ten years. Extend the term for an additional five years if it is in the best interest of the County			
COST & FUNDING	Total cost: \$0 (no cost to the County) Funding source: Bailment/Donation			
	TERMS (if applicable): Ten years, unless sooner terminated or extended. Extend the term for an additional five years if it is in the best interest of the County			
	Explanation: This is a donation from Malibu Mountain Rescue Team Incorporated. No cost to the County.			
PURPOSE OF REQUEST	Approval of this request will help ensure continued delivery of quality law enforcement services to the residents and beach goers served by the Departments Malibu/Lost Hills Sheriff Station. The vehicle will be for the exclusive use by Department personnel assigned to the Malibu Search and Rescue Team			
BACKGROUND	No issues or concerns			
(include internal/external issues that may exist including any related motions)				
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☐ No If Yes, please explain how:			
SUPPORTS ONE OF THE	☐ Yes ☐ No			
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how:			
DEPARTMENTAL	Name, Title, Phone # & Email:			
CONTACTS	 Raymond Armstrong, (818) 878-1808, rjarmstr@lasd.org 			
	 Stephen Marshall, (818) 878-1808, spmarsha@lasd.org 			

June 28, 2022

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:

BAILMENT AGREEMENT WITH MALIBU MOUNTAIN RESCUE TEAM, INC. FOR USE OF 2022 JEEP GLADIATOR MOJAVE 4X4 (THIRD DISTRICT) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Bailment Agreement (Agreement) with Malibu Mountain Rescue Team, Incorporated for the use of a 2022 Jeep Gladiator Mohave 4x4. The vehicle will be used by the Department's Malibu/Lost Hills Sheriff Station Malibu Search and Rescue (Malibu SAR) Team.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Agreement with the Malibu Mountain Rescue Team, Incorporated for the following vehicle:

2022 Jeep Gladiator Mojave 4x4, Vehicle Identification Number 1C6JJTEG4NL108949

At no cost to the County, effective upon execution by the Board for a period of ten years unless sooner terminated or extended.

- 2. Instruct the Executive Officer of the Board to send a letter of appreciation to Stephen Marshall, Director, Malibu Mountain Rescue Team Incorporated, Post Office Box 1092, Agoura Hills, California 91376-1092, for the generous use of the vehicle.
- 3. Delegate authority to the Sheriff or his designee to execute an amendment to the Agreement to extend the term for an additional five years if it is in the best interest of the County.

PURPOSE OF RECOMMENDED ACTION/JUSTIFICATION

Malibu Mountain Rescue Team Incorporated wishes to enter into the Agreement with the Department for the Department's use of a 2022 Jeep Gladiator Mojave 4x4, Vehicle Identification Number 1C6JJTEG4NL108949. The vehicle will be for the exclusive use by Department personnel assigned to the Malibu Search and Rescue Team.

Implementation of Strategic Plan Goals

Acceptance of this bailment supports the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 2, Community Support and Responsiveness. The vehicle will enhance both the quality and productivity of services provided by the Malibu SAR Team.

FISCAL IMPACT/FINANCING

Normal maintenance, repairs, and routine service will be provided by the Department. The Department will pay for all fuel, washing, parking, garage storage fees, highway/road tolls, and fines incurred in connection with the use of the vehicle. All liability insurance will be provided and paid for by the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicle and trailer will be on loan to the Department for a period of ten years. Either party may terminate the Agreement with five days advance written notice to the other party. In addition, the Agreement requires the County to indemnify and defend Malibu Mountain Rescue Team, Incorporated from any and all liability arising out of the County's use or operation of the vehicle. The indemnification, however, does not extend to any liability resulting from inherent defects or malfunctions in such vehicle related to the manufacturer's acts or omissions.

The County will hold the title as the registered owner of the vehicle, and Malibu Mountain Rescue Team Inc. will hold the title as the legal owner.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will help ensure continued delivery of quality law enforcement services to the residents and beach goers served by the Departments Malibu/Lost Hills Sheriff Station. There will be no negative impact on current Department services or projects as a result of this bailment.

CONCLUSION

Upon Board approval, please return one adopted copy of the Board letter and two fully-executed copies of the Agreement to the Department's North Patrol Division.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF

AV:TKM:DMK:SB:bf

(North Patrol Division/Malibu/Lost Hills Sheriff Station)

c: Board of Supervisors, Justice Deputies

Celia Zavala, Executive Officer, Board of Supervisors

Fesia Davenport, Chief Executive Officer

Sheila Williams, Senior Manager, Chief Executive Office (CEO)

Rene Phillips, Manager, CEO

Jocelyn Ventilacion, Principal Analyst, CEO

Anna Petrosyan, Analyst, CEO

Dawyn Harrison, Acting County Counsel

Selwyn Hollins, Director, Internal Services Department (ISD)

Gerald R. Plummer, Division Manager, ISD

Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit

Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit

Timothy K. Murakami, Undersheriff

John L. Satterfield, Chief of Staff

Dennis M. Kneer, Chief, North Patrol Division

Conrad Meredith, Division Director, Administrative Services Division (ASD)

Brian Yanagi, Chief, Technology and Support Division

Glen C. Joe. Assistant Division Director. ASD

Richard F. Martinez, Assistant Division Director, ASD

David C. Sum, Captain, Communications & Fleet Management Bureau (CFMB)

Cynthia D. Evans, Assistant Director, Financial Programs Bureau

James R. Braden Jr., Lieutenant, Malibu/Lost Hills Station

Marshall R. Yelverton, Lieutenant, CFMB

Raymond J. Armstrong, Sergeant, Malibu/Lost Hills Station

Vanessa C. Chow, Sergeant, ASD

David M. Davis, Sergeant, CFMB

Vanessa C. Chow, Sergeant, ASD

Patricia Reyes, Manager, Special Accounts, Financial Programs Bureau

Adam R. Wright, Sergeant, ASD

Kristine D. Corrales, Deputy ASD

Stephen A. Adebanjo, Assistant Automotive Equipment Coordinator

Klaris Ovanisyan, Accountant III, Special Accounts, Financial Programs Bureau (Bailments – 2022 Jeep Gladiator Mojave–Malibu Mountain Rescue Team 06-28-22)

BAILMENT AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND MALIBU MOUNTAIN RESCUE TEAM, INCORPORATED

This Bailment Agreement ("Agreement) is made and entered into this	day of
, 2022 by and between the County of Los Angeles (Co	unty) and
the Malibu Mountain Rescue Team, Incorporated.	

- 1. <u>Bailment of Property</u>: The Malibu Mountain Rescue Team, Incorporated hereby bails a 2022 Jeep Gladiator Mojave 4x4, Vehicle Identification Number 1C6JJTEG4NL108949 ("Vehicle"), to the County for the exclusive use of the Los Angeles County Sheriff's Department ("Department"):
- 2. <u>Term of Bailment</u>: The term of this Agreement shall be for ten (10) years, commencing upon execution by the County Board of Supervisors, unless sooner terminated or extended, in whole or in part, as set forth herein.
- 3. Safekeeping and Maintenance: County shall exercise due care for the safekeeping of the Vehicles. County has the right to inspect said Vehicles prior to acceptance. County shall assume responsibility for ensuring the Vehicles have been inspected or otherwise tested in accordance with the laws of the State of California and the United States. County shall inspect the Vehicles upon delivery and by acceptance thereof finds the Vehicles are in good working order and condition. County shall maintain the Vehicles in good working order and condition, ensure proper servicing, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Vehicles. County shall pay for normal maintenance, repair, and service required for the proper operation of the Vehicles. County shall pay for all fuel, washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the County will provide, install, and maintain all required law enforcement equipment, including voice radios, lights, sirens, and graphics on the Vehicles. required law enforcement equipment installed by County will be removed from the Vehicles prior to return of the Vehicles to the Malibu Mountain Rescue Team, Incorporated.
- 4. <u>Indemnification</u>: County agrees to indemnify and defend the Malibu Mountain Rescue Team, Incorporated from any and all liability, losses, or damages the Malibu Mountain Rescue Team, Incorporated may suffer and from any claims, demands, costs, or judgments against the Malibu Mountain Rescue Team, Incorporated arising out of County's use or operation of the Malibu Mountain Rescue Team, Incorporated's Vehicles. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.
- 5. <u>Titles</u>: Legal title to the Vehicles is, and shall at all times, remain in the name of the Malibu Mountain Rescue Team, Incorporated. County shall hold title as the registered owner only. The Vehicles shall not be transferred or delivered by County to

any persons other than the Malibu Mountain Rescue Team, Incorporated without the Malibu Mountain Rescue Team, Incorporated's prior written consent.

- 6. **Cost**: Except as otherwise set forth in this Agreement, County's use of the Vehicles shall be at no cost.
- 7. <u>Inspection by County</u>: County agrees to allow the Malibu Mountain Rescue Team, Incorporated to inspect the Vehicles or otherwise observe them at such times and locations as mutually agreed upon. County shall provide the Malibu Mountain Rescue Team, Incorporated with such mileage, safety, operating, and other information or copies of any such records maintained by County with respect to the Vehicles as the Malibu Mountain Rescue Team, Inc. or any government agency may require from time to time.
- 8. <u>Use of Vehicle</u>: County may use the Vehicles for any lawful purpose, including use in connection with rescue and law enforcement activities in all areas under the County's jurisdiction. County shall not use or operate the Vehicles in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall County disconnect the Vehicles' odometers or other mileage recording devices. Nor shall the Vehicles be used or operated as follows:
 - a) In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
 - b) For an illegal purpose or by a person under the influence of alcohol or narcotics.
 - 9. **Risk of Loss:** County shall assume all risks of loss to the Vehicles:
 - a) From the time the Vehicles are delivered by the Malibu Mountain Rescue Team, Incorporated to County and upon inspection and acceptance by County.
 - b) Until the Vehicles are returned to the Malibu Mountain Rescue Team, Incorporated at its place of business or other agreed upon location.

Upon inspection/acceptance of the Vehicles, County shall be responsible for any and all damages to the Vehicles except those resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.

In the event of damages to a Vehicle, County shall notify the Malibu Mountain Rescue Team, Incorporated to that effect and follow such instructions that the Malibu Mountain Rescue Team, Incorporated may provide with respect to repair or disposal of the Vehicle. If a Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the Malibu Mountain Rescue Team, Incorporated agreement as to such condition), County shall properly notify the Malibu Mountain Rescue Team, Incorporated

thereof and hold any wreckage for disposal by the Malibu Mountain Rescue Team, Incorporated. With respect to any loss, theft, or destruction of a Vehicle, County and the Malibu Mountain Rescue Team, Incorporated shall negotiate the value for a comparably equipped vehicle in a condition similar to the lost, stolen, or destroyed Vehicle immediately prior to any such loss.

- 10. <u>Termination</u>: Either party may terminate this Agreement by giving five (5) calendar days advance written notice to the other party. Upon termination of this Agreement, County shall immediately return the Vehicles to the Malibu Mountain Rescue Team, Incorporated.
- 11. <u>Amendments</u>: No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.
- 12. <u>Notices</u>: 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 as identified below. 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.

Los Angeles County Sheriff's Department Attn: Communications and Fleet Management Bureau 1277 North Eastern Avenue Los Angeles, California 90063

Malibu Mountain Rescue Team, Incorporated Attn: Stephen Marshall, Director Post Office Box 222 Malibu, California 90265

- 13. <u>Independent Contractor</u>: This Agreement is by and between County and the Malibu Mountain Rescue Team, Incorporated and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and the Malibu Mountain Rescue Team, Incorporated. The employees and agents of one party shall not be construed to be employees and agents of the other party.
- 14. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Malibu Mountain Rescue Team, Incorporated agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County.

- 15. <u>Validity and Waiver</u>: 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. No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 16. <u>Assignment</u>: A party shall not assign its rights or delegate its duties under this Agreement, 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.
- 17. <u>Publicity</u>: Neither party shall identify the other party as a joint venture or partner or otherwise characterize the arrangement between them as anything other than a bailment.
- 18. <u>Authorization Warranty</u>: The Malibu Mountain Rescue Team, Incorporated represents and warrants that the person executing this Agreement for the Malibu Mountain Rescue Team, Incorporated is an authorized agent who has actual authority to bind the Malibu Mountain Rescue Team, Incorporated to each and every term, condition, and obligation of this Agreement and that all requirements of the Malibu Mountain Rescue Team, Incorporated have been fulfilled to provide such actual authority.
- 19. <u>Integrated Agreement</u>: This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11 of this Agreement.

[Continued on following page for signatures]

BAILMENT AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND MALIBU MOUNTAIN RESCUE TEAM, INC.

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board, and the Malibu Mountain Rescue Team, Incorporated has executed this Agreement, or caused it to be executed on its behalf, by its duly authorized representative.

COUNTY OF LOS ANGELES	MALIBU MOUNTAIN RESCUE TEAM, INCORPORATED
By Holly J. Mitchell, Chair Board of Supervisors	By Ditay Mulling By Stephen Marshall, Director
ATTEST: Celia Zavala Executive Officer of the Board of Supervisors	
By Deputy	
APPROVED AS TO FORM: Dawyn R. Harrison County Counsel	
Principal Deputy/County Counsel	

June 28, 2022

Stephen Marshall, Director Malibu Mountain Rescue Team, Incorporated Post Office Box 1092 Agoura Hills, California 91376-1092

Dear Mr. Marshall:

At its meeting held June 28, 2022, the Los Angeles County Board of Supervisors accepted with gratitude, the generous loan and use of a 2022 Jeep Gladiator Mojave 4x4, Vehicle Identification Number 1C6JJTEG4NL108949. The vehicle will be used by the Malibu Search and Rescue Team to allow for effective responses to missing hikers, emergency rescues in extreme terrain areas, and fire evacuations in the Malibu/Lost Hills Station area.

I wish to thank you for your continued support of the Sheriff's Department in its mission to provide the best possible law enforcement services to the communities it serves.

Sincerely,

Celia Zavala Executive Officer

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	6/8/2022		
BOARD MEETING DATE	6/28/2022		
SUPERVISORIAL DISTRICT AFFECTED	☑ AII ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	LASD		
SUBJECT	REQUEST TO AUTHORIZE THE ACQUISITION OF ONE MOBILE COMMAND POST VEHICLE		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes No		
SOLE SOURCE CONTRACT	☐ Yes		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	Purchase must be done by May 31, 2023.		
COST & FUNDING	Total cost: Funding source: \$1,300,000 Homeland Security - Urban Areas Security Initiative (UASI) 2020 grant		
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	The Los Angeles County (County) Sheriff's Department (Department) is requesting approval to authorize the acquisition of one Mobile Command Post (MCP) vehicle. The emergency response vehicle costs approximately \$1,300,000. This purchase exceeds the \$250,000 capital asset threshold established by the board and requires your approval to move forward with the acquisition process.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Department's Emergency Operations Bureau (EOB) is the Department's primary resource for coordinating the response to complex emergencies and disasters and the planning and management of large scale planned events throughout the County. EOB's fleet of MCP provide on-site platforms for command, control and communications during terrorist attacks, natural disasters, National Special Security Events and other similar occurrences.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☐ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☑ Yes ☐ No If Yes, please state which one(s) and explain how: The recommendations are consistent with the County's Strategic Plan, Goal 5, Public Safety, by providing the Department with greater capabilities to ensure the safety of the public.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Adam Wright, Sergeant, (323) 807-7061, arwright@lasd.org Charles Norris, Captain, (323) 980-2201, c1norris@lasd.org		

June 28, 2022

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:

REQUEST TO AUTHORIZE THE ACQUISITION OF ONE MOBILE COMMAND POST VEHICLE (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting approval to authorize the acquisition of one Mobile Command Post (MCP) vehicle. The emergency response vehicle costs approximately \$1,300,000. This purchase exceeds the \$250,000 capital asset threshold established by the Board and requires your approval to move forward with the acquisition process.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Internal Services Department, as the County's Purchasing Agent (CPA), to proceed with the solicitation and acquisition of one MCP, not to exceed a total of \$1,300,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to purchase one MCP.

The Department's Emergency Operations Bureau (EOB) is the Department's primary resource for coordinating the response to complex emergencies and disasters and the planning and management of large scale planned events throughout the County. EOB's

fleet of MCP provide on-site platforms for command, control and communications during terrorist attacks, natural disasters, National Special Security Events and other similar occurrences.

<u>Implementation of Strategic Plan Goals</u>

The recommendations are consistent with the County's Strategic Plan, Goal 5, Public Safety, by providing the Department with greater capabilities to ensure the safety of the public.

FISCAL IMPACT/FINANCING

The total estimated cost of a MCP is approximately \$1,300,000. The purchase will be funded by the use of Homeland Security - Urban Areas Security Initiative (UASI) 2020 grant funding. There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 16, 2001, the Board approved the classification categories for fixed assets and new requirements for major fixed assets (now referred to as capital assets) acquisitions requiring County departments to obtain Board approval to purchase or finance equipment with a unit cost of \$250,000, or greater, prior to submitting their requisitions to ISD.

ENVIRONMENTAL DOCUMENTATION

The acquisition of a MCP emergency response vehicle is exempt from the California Environmental Quality Act as it will not result in a direct or reasonably foreseeable impact on the environment in accordance with Section 15061(b)(3) of the State of California Environmental Quality Act guidelines.

CONTRACTING PROCESS

The procurement of a MCP emergency response vehicle is a commodity purchase under the statutory authority of the CPA. The purchase will be requisitioned through and accomplished by the CPA in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The MCP emergency response vehicle will greatly enhance the Department's ability to protect lives, the environment, and property in a safe, efficient and cost effective manner.

CONCLUSION

Upon Board approval, please return two copies of the adopted Board letter to the Special Operations Division.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF

AV:TKM:aw

(Special Operations Division/Emergency Operations Bureau)

c: Board of Supervisors, Justice Deputies

Celia Zavala, Executive Officer, Board of Supervisors

Fesia Davenport, Chief Executive Officer

Sheila Williams, Senior Manager, Chief Executive Office (CEO)

Rene Phillips, Manager, CEO

Jocelyn Ventilacion, Principal Analyst, CEO

Anna Petrosyan, Analyst, CEO

Dawyn R. Harrison, Acting County Counsel

Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit

Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit

Timothy K. Murakami, Undersheriff

Holly A. Francisco, Assistant Sheriff

John L. Satterfield, Chief of Staff

Jack W. Ewell, Chief, Special Operations Division (SOD)

Conrad Meredith, Division Director, Administrative Services Division (ASD)

Brian Yanagi, Chief, Technology and Support Division

Glen C. Joe. Assistant Division Director. ASD

Richard F. Martinez, Assistant Division Director, ASD

Bobby S. Wyche, Commander SOD

Charles M. Norris, Captain, Emergency Operations Bureau (EOB)

David C. Sum, Captain, Communications & Fleet Management Bureau (CFMB)

Robert F. Furman, Lieutenant, CFMB

Marshall R. Yelverton, Lieutenant, CFMB

Vanessa C. Chow, Sergeant, ASD

David M. Davis, Sergeant, CFMB

Adam R. Wright, Sergeant, ASD

Roger A. Bertola, Deputy, EOB

Kristine D. Corrales, Deputy ASD

Penny Sun, Administrative Services Manager, SOD

Stephen A. Adebanjo, Assistant Automotive Equipment Coordinator

(Special Operations Div – Mobile Command Post Vehicle 06-28-22)

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	6/15/2022			
BOARD MEETING DATE	6/28/2022			
SUPERVISORIAL DISTRICT AFFECTED				
DEPARTMENT(S)	Sheriff			
SUBJECT	Seeking approval of the attached Agreement for continued provision of services by the Sheriff's Department.			
PROGRAM	General Law Enforcement and Security Services Agreement by and between County of Los Angeles and Los Angeles Community College District (LACCD)			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No			
SOLE SOURCE CONTRACT	☐ Yes ☐ No			
	If Yes, please explain wl	hy:		
DEADLINES/ TIME CONSTRAINTS	06/30/2022			
COST & FUNDING	Total cost: \$ 24,976,799	Funding source: This estimated cost is based on rates developed by the County Auditor-Controller, which will be		
	(FY 2022-23)	offset by revenue from LACCD.		
	TERMS (if applicable): 07/01/2022 to 06/30/202	27		
	Explanation: The billing rates recover all direct and indirect overhead costs associated with the provision of the services.			
PURPOSE OF REQUEST	 Seeking Board's approval of the attached Agreement Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement to extend the term, at the request of LACCD, in up to one-year increments commencing July 1, 2027, for a total extension period not to exceed three years Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement and/or supplemental agreements as set forth in Section 10.0 (Amendments) of the Agreement 			
BACKGROUND (include internal/external issues that may exist including any related motions)	 For the past two decades, the Sheriff's Department has been the law enforcement and security services provider for LACCD In 2021, LACCD released a Request for Proposal (RFP) seeking service providers offer comprehensive and innovative programs. The Sheriff's Department was selected in the process as highest score This new five-year Agreement is an improvement of previous. It incorporates relief factors to key assignment posts, and the option for LACCD to maintain in-house mental health evaluation team 			
EQUITY INDEX OR LENS WAS UTILIZED				
SUPPORTS ONE OF THE NINE BOARD PRIORITIES		ch one(s) and explain how: This Agreement relates to the Goal 2, Foster Vibrant and Resilient Communities, by		

	maintaining a partnership with LACCD, the largest community college district on the west coast, with nine campuses located throughout the County, and to provide a safe environment conductive to teaching and learning.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: John P. Gannon, Captain, 323-669-7555, jpgannon@lasd.org Keith Ho, Sergeant, 213-229-1626, xkho@lasd.org

June 28, 2022

The Honorable Board of Supervisors County of Los Angeles 343 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND LOS ANGELES COMMUNITY COLLEGE DISTRICT (ALL DISTRICTS) (3 VOTES)

<u>SUBJECT</u>

The Los Angeles County Sheriff's Department (Department) seeks approval of the General Law Enforcement and Security Services Agreement (Agreement) with the Los Angeles Community College District (LACCD) for the continued provision of services by the Department for a period of five years from July 1, 2022, through June 30, 2027.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Approve and instruct the Chair of the Board to execute the attached Agreement from July 1, 2022, through June 30, 2027, at the estimated cost to the LACCD of \$24,976,799 for Fiscal Year 2022-23, based on Auditor-Controller's adjusted Community College District's contract billing rates.
- 2. Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement to extend the term, at the request of LACCD, in up to one-year increments commencing July 1, 2027, for a total extension period not to exceed three years.

3. Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement and/or supplemental agreements as set forth in Section 10.0 (Amendments) of the Agreement, including amendments that modify Appendix A: Los Angeles Community College District Law Enforcement and Security Services Plan, Appendix B: Minimum Staffing of Community College Bureau, and Appendix C: Estimated Charges and Service Hours, inclusive of annual billing rates as determined by the County's Auditor Controller.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department seeks Board approval of the attached Agreement. LACCD requested a new five-year agreement, renewable for successive periods not to exceed five years each, for the continued provision of services by the Department. The current agreement expires on June 30, 2022.

<u>Implementation of Strategic Plan Goals</u>

This Agreement relates to the County's Strategic Plan, Goal 2, Foster Vibrant and Resilient Communities, by maintaining a partnership with LACCD, the largest community college district on the west coast, with nine campuses located throughout the County, and to provide a safe environment conductive to teaching and learning.

FISCAL IMPACT/FINANCING

The estimated charges are based on rates developed by the County Auditor-Controller annually. The billing rates recover all direct and indirect overhead costs associated with the provision of the services. The annual cost of this Agreement will be fully offset by revenue received from LACCD.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County's Charter Section 56-3/4 allows for contracts between counties and districts for the performance of district functions by the County. The Department has successfully provided services for LACCD's nine campuses throughout the County since January 2001.

Either party may terminate the Agreement with 180 days advance written notice. The Agreement provides for mutual indemnification of the parties.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement will have no negative impact upon law enforcement services in the unincorporated areas within Los Angeles County. The requested services are already being provided to LACCD by the Department.

CONCLUSION

Upon Board approval, it is requested that the Executive Officer-Clerk of the Board return three originally executed Agreement to the Department's Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF

AV:SVE:xkh

(Contract Law Enforcement Bureau)

c: Board of Supervisors, Justice Deputies

Celia Zavala, Executive Officer, Board of Supervisors

Fesia Davenport, Chief Executive Officer

Sheila Williams, Senior Manager, Chief Executive Office (CEO)

Rene Phillips, Manager, CEO

Jocelyn Ventilacion, Principal Analyst, CEO

Anna Petrosyan, Analyst, CEO

Dawyn R. Harrison, Acting County Counsel

Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit

Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit

Timothy K. Murakami, Undersheriff

John L. Satterfield, Chief of Staff

Conrad Meredith, Division Director, Administrative Services Division (ASD)

Glen C. Joe, Assistant Division Director, ASD

Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau

John P. Gannon, Captain, Community College Bureau

Bryan C. Aguilera, Lieutenant, Contract Law Enforcement Bureau

Vanessa C. Chow, Sergeant, ASD

Xe K. Ho, Sergeant, Community College Bureau

Adam R. Wright, Sergeant, ASD

Kristine D. Corrales, Deputy ASD

(Contract Law - LACCD-Law Enforcement & Security Services 06-28-22)

LOS ANGELES COMMUNITY COLLEGE DISTRICT LAW ENFORCEMENT AND SECURITY SERVICES **PLAN**

Contract Appendices



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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



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.

Appendix A clarifies the metrics, services and deliverables to be provided by the Sheriff's Department, 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.

Appendix B clarifies the agreement between the Sheriff's Department and the District regarding minimum staffing necessary for campus safety/security. Discretionary positions beyond the minimum needs are clarified with four (4) recommended discretionary staff suggested by the Sheriff's Department to maximize efficiency, safety and security.

Appendix C is a summary of the costs associated with the contracted staffing level for security and safety services as determined by LASD Contract Law Enforcement Bureau (CLEB) and the LA County Auditor-Controller's Office. Student workers (cadets/interns) are not full-time workers, so they are not reflected in the estimated costs on the "575" document. Therefore, CLEB has provided the hourly rates for student worker/cadets with calculations reflecting the "best case scenario" for staffing all student worker positions 100% effective January 1, 2023 onward. The rate and estimations discussed in Appendix C helps establish the maximum "not to exceed" cost for part-time student workers to be part of this agreement as an adjunct.

The County will only bill LACCD for the *actual hours* when unarmed posts are filled using student workers at each campus. Due to projected turnover rates by part time employees, the overall expense for student workers will almost certainly be significantly less than "best case scenario" staffing projections and will not exceed the maximum cost calculations.

This service level plan is to be consistent with the specification of the District's RFP (No. 21-10) for Safety and Security Services. Appendix A through C contain the use of resources as defined in the annual Deployment of Personnel Form SH-AD 575 (Appendix C), 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 measures 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 apply 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:

- In providing law enforcement services for the District, the Sheriff's primary focus and principal jurisdiction shall be limited to law enforcement on the College 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:
 - Observing and reporting facility problems (for example, broken windows, burntout lights, water leaks, and the like), safety hazards, and other matters needing attention by District personnel (graffiti, excessive litter, raised sidewalk, etc);
 - Investigating the whereabouts of missing or stolen equipment / property
 - Responding to incidents requiring first aid
 - · Completing and submitting injury reports
 - Providing security and maintaining order at meetings, hearings, rallies, and other gatherings, and
 - Rending aid to students and others on campus who need assistance because they have vehicle problems (e.g. dead battery, lost keys) or who ask to be escorted to their vehicle at night or as needed in other appropriate circumstances.
- 3. Sheriff's personnel will also be responsible for participating in administrative proceedings when appropriate (for example, student and employee disciplinary matters or attending campus meetings such as the Work Environment Committee or town halls); service of subpoenas on campus for the benefit of the District; timely conveyance of incident reports to the designated College administrator; receiving and processing all 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 daily parking enforcement on campus; and assisting with college emergency response planning and preparedness at least once per semester.
- 4. The Sheriff and the District will promote and adhere to a "campus-community policing" approach that will support the District's request for more robust campus engagement by Sheriff's Department personnel. All Sheriff's personnel shall

become knowledgeable about the college which they serve, and mutually build and maintain relationships with college administrators, faculty, and staff to effectively execute the requirements of this agreement.

- 5. The Sheriff's Department shall reasonably accommodate the preferences of the College Presidents in terms of the "enforcement style" and the "campus community policing approach" adopted by the Sheriff's Department on each campus. This enforcement shall prohibit the use of excessive force.
- 6. The Sheriff's Department 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.
- 7. Training requirements other than those required by Police Officer Standards and Training (POST) or Education Code Section 72330, will be the responsibility of the District to provide and shall not conflict with Sheriff's Department policies.
- 8. Additional training will be conducted as in-service training, provided the training has not already been completed by the Sheriff's Department employee.

Campus Safety 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 Department Captain. The specific deployment of personnel will be as specified in Appendix B & C.

The Sheriff's Department shall ensure that each campus is assigned a law enforcement and security services team leader, which will be a Deputy Sheriff Bonus-I classification, as the primary contact between campus administrators and the Sheriff's Department. In addition, a sergeant shall be assigned to each campus with collateral oversight of specific campus(es) and be available to the College administration as needed to implement the safety and security goals of the college. The campus safety structure will also include regional shift sergeants and a centralized command structure.

Scheduling and Stationing of Resources

As part of the annual development of the Personnel Deployment (CLEB 575) form, the District and the Sheriff's Department will deploy personnel based on mutually agreed minimum staffing levels identified in Appendix B of this agreement. A goal in this process will be to maximize security and safety on District campuses with an emphasis on efficiency, approachability, customer service and community safety.

The deployment structure for the entire safety and security program will be reviewed annually with the Deputy Chancellor with the goal of providing safety and security

services in a cost-effective manner while maintaining the safety and security of the campus community.

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.

The District reserves the right to enter into negotiations regarding staffing levels with the Sheriff's Department should the District encounter additional decreases in the current student enrollment or if unanticipated events that require a reevaluation of staffing levels. Should circumstances warrant, deployment changes may be changed with the consent of both the District and the Sheriff's Department.

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 that 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 & Metrics

The Sheriff's Department, in conjunction with District staff, shall evaluate the efficiency and effectiveness of safety and security services through a variety of performance measures and assessment tools. These measures are broken down into the monthly and annual reporting obligations outlined below.

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

Monthly Report

No later than seven days after the beginning of a new month, the Sheriff's Department shall provide a monthly report in a format to be approved by the Director or Safety & Security. The monthly report shall contain, at minimum, the following:

- Reported crime statistics for Part I and Part II offenses¹ within Community
 College Bureau jurisdiction for the preceding month along with comparative data
 reflecting the prior month/year data and the percentage change, up or down,
 year-over-year.
 - The data will include figures for each crime category for the entire District (Community College Bureau entire jurisdiction)
 - The data will also be summarized to reflect reported offenses at each campus.
- Reported arrests by LASD Community College Bureau personnel for the preceding month along with comparative data reflecting the prior month/year data and the percentage change, up or down, year-over-year.
 - The data will include figures for each crime category for the entire District (Community College Bureau jurisdiction)
 - o The data will also be summarized to reflect arrests made at each campus.
- A denotation with summary explanation shall be made for each crime reported during the preceding month which fell under Jeanne Clery Act reporting requirements. A summary of actions taken in compliance with Jeanne Clery Act by the Sheriff's Department and the District, such as production and circulation of a flier, email, or other mass notification method(s) shall be discussed in the monthly report as appropriate.
- Staff, student(s), or other person(s) on campus experiencing injuries occurring on each campus shall be reported on the Sheriff's "Injury or Incident" (IOI) report form and distributed as indicated on that form without unnecessary delay. The quantity of reported injuries shall be summarized in the monthly report.
 - The data will include figures for the entire District (Community College Bureau jurisdiction)
 - The data will also be summarized to reflect reported injuries at each campus.
- Average ETA to calls on campuses (this will be provided once Security
 Operations Center is implemented with a centralized dispatch enabling tracking
 of calls in real time using LASD CAD program)
 - This future dispatching data will provide figures for the average response times for calls within the entire District (Community College Bureau jurisdiction)
 - The data will also be summarized to reflect each campus average response times to calls reported during the prior month.
- Summary report of observable physical security and safety issues reported during the previous month by the Sheriff's Department to the District using the

¹ As specified in the FBI Uniform Crime Reporting (UCR) guidelines for law enforcement agencies.

LASD Safety & Security Concern (SSC) forms.

- The data will include figures for the entire District (Community College Bureau jurisdiction) by category of reported concern.
- The data will also be summarized to reflect a break down by category of reported concerns at each campus.
- Report of parking enforcement actions taken
 - The data will provide figures for the entire District (Community College Bureau jurisdiction)
 - The data will also be summarized to reflect parking enforcement actions taken at each campus.
- Report of special event details for the preceding month.
 - The data will provide approximate attendance figures and extra costs for special event details within the entire District (Community College Bureau jurisdiction)
 - The data will also be summarized to reflect a breakdown at each campus.
- Report of facility alarms triggered and LASD responses during the preceding month.
 - The data will include figures for the entire District (Community College Bureau jurisdiction)
 - The data will be parsed and summarized to reflect each campus.
- Report of Sheriff's Department personnel assisting staff and students during the preceding month.
 - The data will include figures for the entire District (Community College Bureau jurisdiction)
 - The data will also be summarized to reflect such requests made at each campus.
- Report of training and/or presentations (summarized by course topic) provided by Sheriff's Department personnel for LACCD staff and students during the preceding month.
 - The data will include figures for the entire District (Community College Bureau jurisdiction) with attendance numbers.
 - The data will also be summarized to reflect training and/or presentations at each campus along with associated attendance numbers.
- Overview and summarize all activities and campus community members served by the HEAT program:
 - Number of cases referred by campus BIT program or other appropriate campus administrator(s) due to escalating behavioral health concerns.
 - Number of cases involving disruption to campus of classroom behavior (including online instruction).
 - Break down by category for threat assessments involving LACCD

- students, staff or non-students impacting LACCD campus(es) including those experiencing homelessness.
- Summary of cases by severity using the LA County crisis level matrix (1-4).
- Number of cases involving mental illness as a factor
- Number of cases involving developmental disability as a factor
- Number of cases involving veterans with traumatic brain injury or PTSD
- Number of voluntary treatment referrals including patients with private health care committed to care suggested or arranged by the HEAT program personnel.
- Number of involuntary holds pursuant to §§ 5150 or 5585 WIC
- Number of criminal cases averted by diversion to treatment program instead of seeking prosecution for a chargeable public offense including cases referred to the Intake Booking Diversion program in lieu of seeking a filing with the DA's office.
- Number of suicide prevention efforts including "Caring Contacts" program
- Number of formal referrals to private entities, hospitals, Department of Mental Health or Veteran's Affairs Hospital programs for Level 1 or Level 2 treatment (pre-crisis aversion efforts)
- Number of crises that required crisis negotiation team (CNT) level of deescalation.
- Number of hours spent conducting interventions, intense case management, and crisis aversion efforts to help students/staff.
- Number of hours spent conducting interventions, intense case management, and crisis aversion efforts to help non-students who have negatively impacted campus(es)
- Number of cases referred to LAHSA, the HOST team and other programs to help address those experiencing homelessness.
- Number of cases closed by HEAT program personnel using the DMH category of case outcome.
- Liaison duties with LASD MET, RAMP and/or outside agency MET/SMART teams where the outside agency assists with any patient linked to LACCD campus(es).

Note: The "HEAT" program refers to Higher Education Assessment Team partnering one (1) Risk Assessment & Management Program specially trained B1 deputy with a DMH School Threat Assessment and Response Team (START) program clinician.

The Director of Safety & Security may require less or additional information in reports for assessing the ongoing safety and security concerns of LACCD campuses.

Annual Report – Calendar Year

The Sheriff's Department Community College Bureau shall provide to the Director of Security & Safety, no later than March 1st of the following year, an annual report summarizing the metrics contained in monthly reports for the prior calendar year in addition to the following:

- Summarize all Clery Act reporting requirements which must be published each year by October 1st.
- Crime Prevention Through Environmental Design (CPTED) inspection results with detailed recommendations to enhance safety and security at each campus.
- Recap of detective bureau follow-up activities and general daily workload breakdown by workload category.
- Summary of LASD (internal) annual inspections for Community College Bureau including any deficiencies noted and corrective actions taken.
- Summary of staff training compliance by categorized (type of) training with applicable POST, B&P Code and Education Code mandates – including any exemptions (IOD, ROD, FMLA) and remedies with ETA for any non-compliance.
- Annual summary quantifying complaints, uses of force incidents, traffic collisions and other risk management issues involving Community College Bureau personnel – including an explanation of corrective actions taken/ongoing – if any.
- Annual summary quantifying commendations for Community College Bureau personnel.
- Demographics summary for assigned Community College Bureau personnel.
- The Sheriff's Department will include a summary of randomized service audits mandatorily conducted by shift supervisors throughout the year in compliance with LASD policy.
- Overview and summarize all activities and campus community members served by the HEAT program

Note: the District may separately conduct annual service assessments by surveying students/staff who have had direct contact with LASD personnel on campus(es) during the annual rating period. An example of this type of survey is conducted in spring and fall semesters by the LACCD Educational Programs and Institutional Research and posted annually online by semester and academic year.

Annual Report – Academic Calendar Year

The Sheriff's Department Community College Bureau shall provide to the District Safety & Security Director, no later than September 1st of the following academic year, an annual report summarizing the prior academic year regarding the following:

- Recap of Emergency Preparedness and Disaster Mitigation program training provided to Community College Bureau personnel, District staff and students during the academic year, including numbers in each category who participate in:
 - o Functional exercises to include multiple first responder agencies involved
 - Localized drills to test or practice response capability on a limited basis such as by team, by shift, by campus generally with singular or limited objective, such as localized:
 - Evacuation drills
 - Active-shooter drills (neutralize threat)
 - Response time and containment drills
 - Application of first aid and patient evacuation under fire drill
 - Establishment of command post
 - Incident Management
 - Tabletop scenario exercises
 - Specialized formal training courses attended by Community College Bureau staff, including "train-the-trainer" programs, which are state and/or federally certified, to help develop the subject matter expertise for those serving the LACCD, which helps ensure compliance with state and federal laws while improving the preparedness, safety, and security of LACCD campuses and staff.
- Summary of disaster preparedness, mitigation, terrorism, and emergency preparedness training by categorized (type of) training with applicable POST, B&P Code and Educ Code mandates – including any exemptions (IOD, ROD, FMLA) and remedies for non-compliance.
- Summary of disaster preparedness, mitigation, terrorism, and emergency preparedness training by categorized (type of) training with applicable POST, B&P Code and Educ Code mandates – including any exemptions (IOD, ROD, FMLA) and remedies for non-compliance.
- In addition, each campus "School Incident Plan" shall be reviewed, refreshed and pertinent changes summarized in the annual Emergency Preparedness and Disaster Mitigation report.

Note: each "School Incident Plan" is a substantial "living" document that requires maintenance throughout the year including timely updates and distribution of new information so all concerned parties (including multiple first responder agencies) have the best available intelligence immediately at hand for reference during disaster responses and major incidents at LACCD campuses.

The workload, training programs and deliverables outlined above, including the annual

Emergency Preparedness and Disaster Mitigation report, will be the primary responsibility of the emergency preparedness and training program team leader and support unit team members (analyst / trainers / evaluators).

Additional Requirements

The following conditions are understood to be part of this contract between the District and the Sheriff's Department:

- LASD personnel serving the LACCD will adopt uniform standards requiring the
 use of polo-type shirts and cargo pants/shorts for uniformed personnel. LACCD
 specifically prefers this more "relaxed—approachable" (Class C) uniform to the
 Class A or B attire worn daily at patrol stations.
- LASD will provide golf carts, UTV, and/or appropriate alternative vehicles and bicycles necessary for assigned staff to patrol at each campus.
- LASD to provide all body-worn camera capability for armed employees to include a video management system.
- LASD to require staff on campus patrols to utilize an electronic patrol check-in software or other comparable system(s) on campuses to record the locations that officers inspect across the campus within 120 days of initiating contract.
 - Note: The District intends to purchase (own) and maintain the check-in system. LASD personnel will be authorized users of the system (like CCTV system on all District campuses).
- LASD to implement all reporting capabilities necessary to provide monthly and annual reports within 90 days of contract—College level dashboards
- LASD to provide a case management system to account for all injuries, incidents and offenses that occur on LACCD properties to provide campus safety and security reports within 90 days of initiating the contract.
- Ability to provide a computer-aided dispatch capable of documenting and reporting detailed reports for statistical enterprise data within 90 days of initiating the contract [refer to "Special Operations Center (SOC)" section regarding the understood CAD limitations until there is a centralized dispatch implemented].
- Provide a strategic plan and operational guidelines to address homeless individuals in and around the college campuses within 120 days of the contract.
- Develop a strategic security plan that includes security technology improvements, performance metric goals and work streams.
- Establish and maintain a formalized campus engagement program that includes a documented plan for student, employee, and community safety priorities.
- Establish performance metrics that align with community engagement and LACCD safety priorities. The metrics should track the percentage of completed

- safety escorts, the number of townhall/student/staff meetings conducted, and the number of assists rendered to the campus population.
- In partnership with the District, implement a mass notification and standardized communications plan for reportable incidents.
- Conduct a risk, hazard, threat and vulnerability assessment of each college campus and satellite facility and provide a written report detailing the results within 120 days of assuming responsibilities.
- Establish on-going safety and security training curriculum for appropriate response measures for students, faculty, staff, and administrators on relevant security concerns as identified by the risk, hazard, threat, and vulnerability assessment.

Special Operations Center (SOC)

The Sheriff's Department will work cooperatively with the District to establish a new Special Operations Center with centralized dispatching and full implementation of CAD functionality to include tracking of response times to calls, time spent at each call by each employee, and other features of LASD CAD enabled with centralized dispatching. The District seeks to have a centralized desk operation comparable to a Contract City desk operation with the exception of handling 911 calls directly (no link to 911 system).

The SOC should become a centralized coordination center plan that helps monitor security cameras at all campuses when the local campus desk staff is out of the office handling an incident as well as dispatch services and other centralized services such as situation status at all campuses in real time and centralized coordination of emergency response among first responder agencies following an earthquake or other major incident affecting one or more campuses.

Cadet / Student Worker (Unarmed Employees) Program

The Sheriff's Department commits to establishing a cadet / student worker program effective no later than January 1, 2023, consistent with one of three County student worker employee classifications. Under this agreement, all current cadets employed by LACCD may apply for County student worker classification employment. The Sheriff's Department will attempt to hire existing cadets as potential student workers so long as the applicants meet the requirements for the classification and pass the required background investigation for employment with the LA County Sheriff's Department.

The LACCD agrees to allow LASD Community College Bureau ongoing access to actively recruit new student workers by posting, emailing, and including in campus newsletters periodically (as needed) with information about these employment opportunities when vacancies are anticipated at one or more campuses. With assistance and pre-approval from the Director of Safety & Security, the LASD may

contact designated instructors to seek approval to briefly share information about the program with students enrolled in degree programs where the student worker employment may be a valuable paid-internship opportunity of interest, such as those students seeking careers in criminal justice.

The LACCD agrees to end the existing cadet program on or before December 31, 2022.

The County student worker classification will, in effect, replace the existing District cadet program with a contracted service model whereby the Sheriff's Department will be solely responsible for cadet/student worker program management. These part time employees will be sought for hire at the earliest opportunity to fulfill this contracted obligation for part time student worker (unarmed) positions at all campuses within the first year of the contract.

In essence, the student workers will assist and augment the minimum armed staff allocated for each campus. They will help provide additional campus security/safety by engaging in much the same type of daily work as the existing LACCD cadet program. Examples of duties might include locking/unlocking doors, foot patrols for high visibility, assisting students with directions on campus, providing escorts, arranging to get help for inoperable student/staff vehicles, answering phones in the office and assisting with campus desk/office duties. County student workers will be provided with an appropriate uniform (polo style shirt) and use of LASD radios while on duty. LASD Community College Bureau will provide the supervision, training and onboarding necessary for all part time student worker personnel.

Summary of Clery Act

The <u>Jeanne Clery Disclosure of Campus Security Policy and Campus Crime</u>
<u>Statistics Act</u>, 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.

<u>Violators</u> can be "fined" up to \$25,000 by the U.S. Department of Education, the agency charged with enforcement of the Act and where <u>complaints</u> of alleged violations should be made or face other enforcement action.

Note: each campus is responsible for producing their own annual Clery Act compliance report. However, LACCD campuses are dependent upon the LASD Community College Bureau staff to help gather all necessary data each year without unnecessary delay.

The Sheriff's Department Community College Bureau analyst shall help facilitate LACCD compliance with the Clery Act by gathering required information in a timely manner. This includes making contact with outside agencies to obtain reported criminal

offense data that must be included in the annual report for Clery Act compliance.

Annual Report

Colleges 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. Colleges 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 college 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 college 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 college has to indicate whether or not it has.

Colleges 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," non-campus buildings, or "on public property" such as streets and sidewalks. Colleges 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

Colleges 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 college 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. The Sheriff's Department will cooperate and provide vital information to the

District Safety & Security Director as necessary to comply with these Clery Act "timely warnings" requirements.

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 the 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.

Colleges 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 at each campus. 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.

APPENDIX B

LOS ANGELES COMMUNITY COLLEGE DISTRICT LAW ENFORCEMENT AND SECURITY SERVICES PLAN

Minimum Staffing of Community College Bureau



Both parties stipulate to the following as being the **minimum deployment** for contracted safety/security personnel assigned to Community College Bureau:

EM Shift

- Qty 1 Sergeant overseeing all campuses on EM shift (56-hour w/ relief post)
- Qty 2 Deputy Sheriff Generalist (56-hour w/ relief post) flexible deployment "rover" (Each deputy in a specifically assigned region covering 5 campuses maximum)
- Qty 3 Security Officers per campus allowing for desk/CCTV monitoring post rotation every 2-hrs maximum (56-hour w/ relief post)

AM Shift

- Qty 1 Sergeant as primary supervisor for AM shift (56-hour w/ relief post)
- Qty 1 Deputy Sheriff Generalist (56-hour w/ relief post) assigned per campus
- Qty 2 Security Officers per campus allowing for desk/CCTV monitoring post rotation every 2-hrs maximum (56-hour w/ relief post)
- Qty 2 Security Officers at Southgate satellite campus (40-hour w/ relief post); no dedicated coverage on weekends defaults to ELAC campus team, if needed

PM Shift

- Qty 1 Sergeant as primary supervisor for PM shift (56-hour w/ relief post)
- Qty 1 Deputy Sheriff Generalist (56-hour w/ relief post) assigned per campus
- Qty 2 Security Officers per campus allowing for desk/CCTV monitoring post rotation every 2-hrs maximum (56-hour w/ relief post)
- Qty 2 Security Officers at Southgate satellite campus (40-hour w/ relief post); no dedicated coverage on weekends defaults to ELAC campus team, if needed

AM / PM Overlap Coverage

- Qty 1 Sergeant as the secondary field response supervisor on weekdays while primarily overseeing Training & Support Unit (40-hours non-relief)
- Qty 2 Security Officers at VDK satellite campus (40-hour w/ relief post); no dedicated coverage on weekends defaults to City College campus team, if needed
- Qty 1 Unarmed student worker (cadet) per campus (up to 30-hours non-relief)

Flexible Deployment – Based on Specific Needs of Each Campus

- Qty 1 B1 Deputy Team Leader for each campus
- Qty 1 Unarmed student worker (cadet) at ELAC, Pierce, & City (up to 30-hours NR)

Discretionary / Flexible Deployment – Based on District Needs for All Campuses

Although these proposed positions are considered discretionary, they are highly recommended by the Sheriff's Department as part of an overall comprehensive safety and security program for all campuses. These personnel carry out specialized functions and programs that are consistent with past formal recommendations made by the Blue-Ribbon Panel, Jensen & Hughes (LACCD consultant) recommendations in 2021, and/or by state and federal agencies such as the Governor's Office of Emergency Services, FEMA, and the US Department of Justice Bureau of Justice Assistance.

Should these discretionary positions *not* all be funded, there are repercussions that impacts LASD Community College Bureau's (CCB) ability to fulfill all the designated obligations listed in Appendix A and B. Services provided and duties would be reduced with priorities / preferences for remaining staff set with input from the Director of Safety & Security.

- Qty 1 B1 Team Leader (40-hours non-relief) dedicated to safety/security operations training to include both internal (CCB personnel) in-service training and external (LACCD staff and student) training/presentations. This team leader liaisons with the campus team leaders to coordinate training and support, emergency operations and disaster preparedness programs at each campus. May augment and assist detectives when needed. Acting crisis negotiations lead and CCB liaison to MET/RAMP and BIT on campuses for monitoring the HEAT program. Responsible for coordinating annual campus CPTED inspections and proofing updates to reports. Acting liaison interacts daily with LACCD Disaster Prep and Emergency Manager; jointly responsible for conducting annual campus emergency preparedness assessments, refreshing, proofing, and ensuring contents of eleven campus "School Incident Plan" books are updated in real time.
- Qty 1 Security Officer (40-hours non-relief) dedicated to safety/security operations training to include both internal (CCB personnel) in-service training and external (LACCD staff and student) training/presentations. Active shooter scenario preparedness specialist instructor to regularly help teach and test the readiness of LASD CCB personnel to protect staff/students during crimes and/or terrorism incident on campus(es). Includes lead operator duties and maintenance of MILO training simulator program for staff/students, lead coordinator for developing online safety/security training offerings for staff/students.

Specialist in Crime Prevention Through Environmental Design (CPTED) for annual inspections and reports. Produces reference materials and learning aids for training courses including pamphlets, posters, and handouts to help promote attendance at training for all nine campuses.

Liaisons with each team to continually schedule classes for CCB staff, LACCD staff and students seeking to attend training or have specialized presentations. Acts as backup and pooled personnel to assist Emergency Operations/Disaster Preparedness SO and team leader during campus drills, tabletop scenarios, etc.

Pre-plans and periodically helps lead penetration testing drills for various safety/security measures on all eleven campuses including tests of door locks, staff following security protocols, and unannounced testing to ensure CCTV active monitoring capability is functional and properly monitored in real time where LACCD has set automated triggers to alert staff, such as CCTV geofencing.

Periodically tests safety equipment unannounced such as blue phones on all campuses and documents results in monthly reports.

During major incident, assists with responding to affected campus(es) with specialized equipment and logistics such as setting up mobile command post or arriving on scene with additional trauma care equipment to resupply personnel on scene treating wounded people.

This designee will be specially trained to deploy national and state-certified metal detectors for special events and in response to gun or bomb threats – especially around finals week each semester – when requested by the Safety and Security Director, Deputy Chancellor and/or the campus President.

Qty 1 Security Officer (40-hours non-relief) dedicated to emergency management, disaster preparedness, including mitigation efforts to reduce property damage and/or injuries and death of staff or students on eleven campuses.

This designee will become state-certified "train-the-trainer" to help teach CCB and LACCD staff how to set up and staff proper EOC and sub-EOC and utilize ICS protocols for managing responses to major incidents. Additionally, this person will be the lead for coordinating training and presentations at all campuses to staff/students about personal safety and emergency preparedness topics on a rotational basis.

Designee will work with LACo vendor to produce emergency/disaster preparedness online training resources so online students can obtain benefits of such training asynchronously. This S/O will work with team leader, LACCD Emergency Preparedness Manager and training S/O to conduct drills, tabletop scenarios, and periodical full functional exercises to involve outside agencies.

This takes a small team of dedicated trainers who can pre-plan, document and execute planned training.

Responsible for upkeep of each campus "School Incident Plan" as it pertains to disaster preparedness topics. Acts as backup and pooled personnel to assist the safety/security training SO and team leader during planned campus drills, tabletop scenarios, and training courses offered periodically at all campuses. The goal is to create a catalog of training courses and presentations available to LACCD staff and students to select from by topic(s) of most interest.

During major incident, this SO assists with responding to affected campus(es) with specialized equipment and logistics such as setting up mobile command post or arriving on scene with additional trauma care equipment to resupply personnel on scene treating wounded people.

This S/O will also be specially trained to deploy national and state-certified metal detectors for special events and in response to gun or bomb threats – especially around finals week each semester – when requested by the Safety and Security Director, Deputy Chancellor and/or the campus President.

Note: both S/O's in Training & Support Unit would be cross-trained and help develop other S/O's who can fulfill duties in the event of one or the other on absence.

Qty 1 B1 MET/RAMP Deputy (PSN 521 Classification) partnered with a DMH START Program Clinician – Deployed as dedicated HEAT team [40-hours non-relief]

Serving all nine campuses and two satellite campuses:

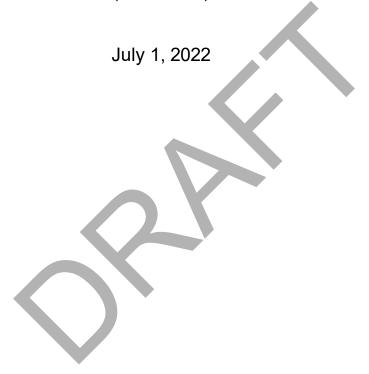
- Level 4 crisis mobile co-response team where a crime occurred and/ or public safety is jeopardized by the subject's behavior. HEAT can place patients on involuntary hold and hospitalize. HEAT unit capable of responding "Code-3" when needed and transporting most patients in specially designed patientcentric transport vehicle (LASD provides). HEAT can also arrange ambulance transport when needed.
- HEAT seeks to defer patients to treatment vs. jail whenever possible using the "Intake Booking Diversion" (IBD) program by agreement with LACo DA's. Criminal charges are usually held in abeyance and not filed so long as the patient cooperate with their prescribed care and treatment program. During the IBD process, HEAT provides intense case management to keep the patient on track and help overcome difficulties such as finding transportation to attend appointments, etc. Periodic home visits are made and contacts with affected staff/instructors to ensure patient is making progress and no relapse.
- Level 3 crisis mobile co-response team where subject's behavioral health concerns are beyond the capability of on-campus BIT team. Having dedicated HEAT team averts prolonged wait times for DMH PMRT team which are woefully understaffed Countywide (4-6 hours wait is common).
- Level 2 crisis intervention. HEAT can directly assist BIT or campus dean when

- a student or staff member behavioral health conditions appear to be worsening. HEAT may also help intervene with disciplinary matters where mental health or developmental disability is an underlying factor in the behavioral health concerns on campus or online (but linked to LACCD classes).
- Level 1 treatment referrals HEAT has access to dozens of public and private treatment options for staff/students with unmet behavioral health needs. In addition, HEAT acts as a program navigator with ability to help coordinate care for underlying conditions that exacerbates mental health conditions such as untreated medical issues, poverty, hunger, homelessness, etc.
- Risk Assessment & Management Program (RAMP) whereby specially trained and certified personnel conduct in-depth threat assessment for patient with problematic behavioral health concerns including specific of implied threats made. RAMP can provide intervention plan to include obtainment of search warrants and/or partnering with DB and DMH specialized resources to obtain court orders for involuntary detention holds and compelled treatment plans. RAMP provides active intense case management and home interventions for any patient posing a threat during the advanced outpatient treatment plan.
- HEAT will work in close partnership with each campus BIT team and attempt
 to intervene in escalating behavioral health matters well before they become
 dangerous crises whenever possible. The goal is to prevent crises every bit
 as much as de-escalate crises when they do occur involving students, staff, or
 non-students with behavioral health concerns impacting LACCD
 campuses/staff/students.
- HEAT works closely with LASD HOST team to help address persistent problems with persons experiencing homelessness.
- HEAT can help with training and/or presentations for CCB personnel, LACCD staff and students.
- HEAT B1 Deputy is a POST-certified advanced-level crisis negotiator able to respond "code 3" in real time and assume immediate lead negotiator role while summoning rest of CNT team during major incidents, threats of suicide, barricade, etc.
- HEAT liaisons with the Veterans Mental Evaluation Teams (VMET) when behavioral health concerns involve student veterans on LACCD campus(es).

APPENDIX C

LOS ANGELES COMMUNITY COLLEGE DISTRICT LAW ENFORCEMENT AND SECURITY SERVICES PLAN

Contracted Staffing Agreement Estimated Charges & Service Hours (CLEB 575)



To determine the total cost of the contract for FY2022-23, the Sheriff's Department obtains salary and benefits rates, along with liability trust fund fees, from the County Auditor-Controller. LASD Contract Law Enforcement Bureau (CLEB) then applies those rates to the "Estimated Charges and Service Hours" template that follows (CLEB 575).

Full-Time Contracted Staff

With all mutually agreed minimum staffing funded as reflected in Appendix B, plus three of the four discretionary staff recommended by the Sheriff's Department being included, the total cost for full time contracted employees would be **\$24,976,800**, as reflected on the CLEB 575 documents that follow.

Part-Time Contracted Staff

To determine the cost of part-time staff comprising the new cadet student worker program managed by the LASD, that cost must be computed manually using the FY2022-23 hourly rate for student worker classification of **\$24.83/hr**.

The student worker cost cannot be reflected on the CLEB 575 document because this classification is part-time, flexible schedule (around student college class obligations) and these employees do not receive benefits – only hourly wages. Therefore, the calculations would be handled differently. The District would only be billed monthly for the actual hours the student workers were on duty, which may vary up to 30-hours per month per employee.

It is possible to determine the *maximum* cost of one student worker (cadet) theoretically working the maximum possible 30-hours per week for 52 weeks per year as follows:

30 hours/wk x \$24.83 hourly contract rate x 52 wks = \$38,735 per student worker

In the example above, the maximum cost is shown for a student worker who worked the *maximum* hours <u>every week of the year without fail</u>. This is a highly unlikely scenario and actual cost would likely be significantly less due to variations in weekly schedules around the students' college class schedules.

If all 12 positions were filled for an entire year at the maximum rate possible, the estimated cost would be

 $$38,735 \times 12 \text{ student workers} = $464,818.$

This scenario above reflects the "not to exceed" maximum cost using an unlikely "perfect case" scenario where there is no turnover and students never miss an hour each week.

The District can help determine the approximate cost of augmenting the CLEB 575 "contract" with hourly student workers based on when the employees start, how many hours per week are sought from each student worker and how many total student workers are desired for LACCD campuses. It is the understanding of both parties that

the District seeks to have at least nine (9) student workers with one being assigned to each campus. The LASD suggests an additional three (3) student workers to assist with busier campuses such as: East LA College, Pierce College, and City College.

The actual number of unarmed student workers can be adjusted as positions are filled or remain vacant to meet each campus needs. In this regard, the LACCD can help determine the overall level of service needed and the maximum cost the District is willing to contract for. The Director of Safety and Security will communicate District needs and expectations to the Community College Bureau captain to adjust the level of total student worker services sought by the District.

The District may consider the following means to help offset costs of hourly part-time student workers (cadets) potentially:

- Parking citation revenues may help offset student worker costs by campus.
- Optionally, reallocating SOA classification workers at nine (9) campuses could save the District personnel salaries and benefits expenses since the LASD will be managing the cadet program moving forward in 2023.
- All 12 student worker positions would rarely all be filled to 100% capacity due to anticipated high turnover rate for part-time student employees. Unfilled positions equate to cost savings (not billable to LACCD) while LASD is continually recruiting to fill anticipated vacancies and completing cadet / student worker background investigations.

Summary of Anticipated Maximum Costs

All costs considered, the base rate of \$24.9M would remain constant as reflected on the CLEB 575 form on the following pages. However, the billing for student worker services is likely to vary month-to-month depending on hiring to meet campus needs.

If the maximum part-time services are provided by student workers starting in January 2023 and one (1) of the suggested discretionary security officer positions remains unfunded, then the maximum cost for the contract (not to exceed value) would be:

\$24,976,800 - referring to CLEB 575

\$232,409 - referring to preceding page calculations for student workers

(\$464,818 ÷ 2 for half fiscal year <u>maximum</u> coverage)

\$25,209,209 - maximum potential cost in FY2022-23

Note: The student worker/cadet program will be scalable to meet campuses' needs.

GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LOS ANGELES COMMUNITY COLLEGE DISTRICT

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APPENDIX A: LOS ANGELES COMMUNITY COLLEGE DISTRICT LAW ENFORCEMENT AND SECURITY SERVICES PLAN

APPENDIX B: MINIMUM STAFFING OF COMMUNITY COLLEGE BUREAU

APPENDIX C: SH-AD 575 DEPLOYMENT OF PERSONNEL FORM

GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND

LOS ANGELES COMMUNITY COLLEGE DISTRICT

This General Law Enforcement and Security Services Agreement ("Agreement") is entered into

this	da	ıy of			, 2022,	by and between	the COUNT	Y OF LOS
ANGELES	S ("Co	unty") and	the	LOS	ANGELES	COMMUNITY	COLLEGE	DISTRICT
("District."	')							
RECITALS								
Whereas, the District is desirous of contracting with the County for the performance of the general								
law enforcement and security services described herein by the Los Angeles County Sheriff's								
Department ("Sheriff's Department"); and								
Whereas, the County is agreeable to rendering such services on the terms and conditions set forth								
in this Agreement; and								
Whereas, this Agreement is authorized and provided for by the provisions of Section 56-3/4 of the								
Charter of the County of Los Angeles.								
NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and								
valuable consideration, the parties mutually agree as follows:								
1.0 SCOPE OF SERVICES								
	1.1	The Count	y agre	es, th	rough the Sh	eriff's Departmen	it, to provide	general law
		enforceme	nt and	secur	rity services v	vithin the corpora	te limits of th	e District to

1.2

the extent and in the manner hereinafter set forth in this Agreement, including

Appendix A (Los Angeles Community College District Law Enforcement and

Except as otherwise specifically set forth in this Agreement, law enforcement

services shall encompass duties and functions of the type coming within the

Security Services Plan), which is attached hereto and incorporated herein.

jurisdiction of and customarily rendered by the Sheriff of Los Angeles County ("Sheriff") 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 Deputy Chancellor or District's Safety and Security Director.
- 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 (Los Angeles Community College District Law Enforcement and Security Services Plan) of this Agreement shall also be used to assess the performance of Sheriff's Department personnel under this Agreement.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the District shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the District.

- 2.4 With regard to Paragraph 2.3 above, the Sheriff's Department, 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 any kind from the County based on this Agreement. No District employee as such shall become an employee of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the District and County.
- 2.6 When performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, and not to establish an agency relationship, 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 Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the District shall be developed in conjunction with the Sheriff's Department and shall be as indicated on Appendix C (SH-AD 575 Deployment of Personnel Form) of this Agreement.
- 3.2 In the interest of public safety and effectiveness of service rendition, the minimum level of deployment is set forth in Appendix B (Minimum Staffing of Community College Bureau) of this Agreement.
- 3.3 The staffing levels on Appendix C (SH-AD 575 Deployment of Personnel Form) shall remain in effect throughout the term of this Agreement; however, the District or the Department reserves the right to enter into negotiations regarding staffing levels with the other party should the District encounter additional decreases in the current student enrollment or if unanticipated events require a reevaluation of staffing levels.
- 3.4 A new Appendix C (SH-AD 575 Deployment of Personnel Form) shall be authorized and signed annually by the District and the Sheriff's Department each July 1, and attached hereto as an Amendment to this Agreement.
- 3.5 Should the District request a change in level of service, an additional Appendix C (SH-AD 575 Deployment of Personnel Form) shall be signed and authorized by the District and the Sheriff's Department and attached hereto as an Amendment to this Agreement.
- 3.6 The most recent dated and signed Appendix C (SH-AD 575 Deployment of Personnel Form) attached to this Agreement shall be the staffing level in effect between the County and the District.
- 3.7 The District is not limited to the services indicated in Appendix C (SH-AD 575 Deployment of Personnel Form) of this Agreement, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Such other services shall be reflected in a revised Appendix C (SH-AD 575 Deployment of Personnel Form) of this Agreement under the procedures set forth in Paragraphs 3.4 or 3.5 above.

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

4.0 PERFORMANCE OF SERVICES

- 4.1 For the purpose of performing said general law enforcement and security services, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the District may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement 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's Department, the District shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department 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 District local office or building is maintained in said District pursuant to Paragraph 4.3 above, such facilities may be used by the Sheriff's Department in connection with the performance of its 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's Department, (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) Paragraphs 5.3 and 5.4, and the provisions of Paragraph 5.5 relevant to the District's indemnity of the County, shall not apply to any liability, expense, claim, cause of action, lawsuit or damage of any kind

(collectively, "Loss" for purposes of this Paragraph only) arising from or related in any way to such outside duties, (d) the County shall expressly indemnify and defend the District against any Loss arising from or related in any way to such outside duties, whether or not such Loss was caused, or alleged to be caused, by District's negligence, acts, omissions or willful misconduct, and (e) if the District, in its sole judgment, determines that the Sheriff's Department is not complying with the aforementioned conditions, the Sheriff's Department, within thirty (30) calendar days advance written notice from the District, shall cease the use of said facilities for outside activities.

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

5.0 INDEMNIFICATION

- 5.1 Except as otherwise provided for in this Agreement, neither party shall be liable for the negligent or wrongful acts or omissions of the other in the performance of this Agreement.
- 5.2 Except as otherwise provided for in this Agreement and Appendix A (Los Angeles Community College District Law Enforcement and Security Services Plan), the County shall indemnify, defend and hold harmless the District and its elected and appointed officers, directors, employees and agents from and against any and all liability, expense (including but not limited to investigative costs, defense costs and attorney's fees), claims, causes of action (including, but not limited to, causes of action related to the selection, retention, or supervision of County officers, employees or agents), and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, discrimination, harassment, emotional distress, or property damage (including property of County) arising from or connected with any alleged act and/or omission of County, its officers, directors, employees or agents occurring during the performance of this Agreement. This indemnity

shall survive termination of this Agreement and/or final payment thereunder, and shall not be limited to the availability or collectability of insurance coverage or self-insurance coverage. In the event that a claim or lawsuit is served on the District alleging liability that arises from or relates to the actions or failure to act of County officers, directors, employees and/or agents, County shall promptly assume responsibility for investigation and response to said claim or lawsuit. In the event County contends that the legal responsibility lies with the District, County shall provide the written basis for its decision to the District Office of General Counsel, as well as its investigative materials to the District in a manner that provides sufficient time for timely response by the District to third parties. Such materials are stipulated to be privileged as attorney-client communications and/or work-product in anticipation of litigation, and they shall not be discoverable by a third party unless ordered by a court of appropriate jurisdiction. In the event of a dispute over legal liability, both parties will retain all legal and equitable rights for defense and indemnity.

- 5.2.1 The parties acknowledge and agree that Appendix A (Los Angeles Community College District Law Enforcement and Security Services Plan) of this Agreement provides a general description of the general law enforcement and security services to be provided under this Agreement. The District understands and agrees that the general law enforcement and security services provided hereunder are unlikely to accomplish fail-proof security or to foresee, detect, prevent and or eliminate the occurrence of all crime or any wrongdoing, at any particular location or time.
- 5.2.2 Notwithstanding anything contained herein, the County's obligation hereunder to the District for tortious matters shall be limited by any immunity or freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to the District. This

- provision shall not operate to limit the County's obligation to defend and indemnify the District as to any liability, claim, action or lawsuit by any third party, nor shall this provision operate to limit any of County's responsibilities for breach of its contractual duties under this Agreement.
- 5.2.3 It is the intent of the parties to this Agreement that nothing herein shall impose, nor shall be interpreted to impose, on the County any liability for injuries or death to any County employee greater than the liability imposed pursuant to the provisions of the worker's compensation laws.
- Except as provided in Paragraph 4.4 if this Agreement, the District shall 5.3 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 or selfinsurance coverage.
- 5.4 Except as provided in Paragraph 4.4 of this Agreement, 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 Paragraph 4.4 of this Agreement, by providing for indemnification by and among the parties hereto as set forth above, it is expressly understood and agreed that the provisions of California Government Code sections 895.2 and 895.6 are not applicable to this Agreement. The provisions of California Civil Code section 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein.

6.0 TERM OF AGREEMENT

- This term of this Agreement shall commence July 1, 2022 and shall terminate June 30, 2027, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the District Board of Trustees, this Agreement may be renewable for successive periods not to exceed five (5) years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than one-hundred twenty (120) calendar 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) calendar 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 any time, with or without cause, by either party upon written notice given to the other party at least one hundred and eighty (180) calendar days before the date specified for such termination.

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

8.0 BILLING RATES

- 8.1 The District shall pay the County for the services provided under the terms of this Agreement at the rates set forth on Appendix C (SH-AD 575 Deployment of Personnel Form) of this Agreement, as established by the County Auditor-Controller. The Sheriff's Department will use its best efforts to provide the billing rates for each new fiscal year no later than April 30th of each calendar year.
- 8.2 The rates set forth on Appendix C (SH-AD 575 Deployment of Personnel Form) of this Agreement may be reduced by the County at any time.
- 8.3 The rates set forth on Appendix C (SH-AD 575 Deployment of Personnel Form) of this Agreement 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 rates as adopted by the County Board of Supervisors.
- 8.4 The District shall be billed based on the service level provided within the parameters of Appendix C (SH-AD 575 Deployment of Personnel Form) of this Agreement.
- 8.5 The cost of other services requested pursuant to Paragraph 3.8 of this Agreement and not already set forth in Appendix C (SH-AD 575 Deployment of Personnel Form) of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors.

9.0 PAYMENT PROCEDURES

9.1 The County, through the Sheriff's Department, shall render to the District within ten (10) calendar days after the close of each calendar month a summarized

invoice that covers all services performed during said month, and said District shall pay County for all undisputed amounts within sixty (60) calendar days after the 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) calendar 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) 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.
- 9.3 Said interest shall be at a rate of five percent (5%), calculated from the date payment was due pursuant to Paragraphs 9.1 and 9.2 above.

10.0 AMENDMENTS

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

11.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

12.0 AUTHORIZATION WARRANTY

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

13.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

14.0 NOTICES

- 14.1 Unless otherwise specified herein, all notices or demands require 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.
- 14.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department Contract Law Enforcement Bureau Attn: Captain Sergio Escobedo 211 W. Temple St. Los Angeles, CA 90012

14.3 Notices to the District shall be addressed as follows:

Los Angeles Community College District Attn: Melinda Nish, Deputy Chancellor 770 Wilshire Blvd. Los Angeles, CA 90017

15.0 VALIDITY

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

16.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to

enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

17.0 ENTIRE AGREEMENT

This Agreement, including Appendix A (Los Angeles Community College District Law Enforcement and Security Services Plan), Appendix B (Minimum Staffing of Community College Bureau), and Appendix C (SH-AD 575 Deployment of Personnel Form), 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 10.0 (Amendments) of this Agreement and signed by both parties.

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

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

		COUNTY OF LOS ANGELES
	vala	HOLLY J. MITCHELL Chair, Board of Supervisors
		LOS ANGELES COMMUNITY COLLEGE DISTRICT
		ByChancellor
Dawyn R	VED AS TO FORM: A. Harrison ounty Counsel	
D j ·	PPROVAL ON FILE incipal Deputy County Counsel	