

**AGREEMENT  
BETWEEN  
COUNTY OF SAN DIEGO  
AND  
GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT  
LAW ENFORCEMENT SERVICES**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the COUNTY OF SAN DIEGO, hereinafter referred to as “COUNTY,” and GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT.”

**RECITALS**

WHEREAS, the parties to this Agreement are empowered by law to provide for education, safety, security, and order on or near school properties; and

WHEREAS, the DISTRICT is desirous of an Agreement with the COUNTY for law enforcement services; and

WHEREAS, the COUNTY is agreeable to rendering necessary law enforcement assistance through the San Diego County Sheriff’s Department, hereinafter referred to as “SHERIFF,” in excess of the basic level of services customarily provided by the SHERIFF for the public purpose of preserving public safety; and

WHEREAS, this Agreement is authorized and provided for by the State of California Government Code Sections 26227 and 54981 et seq. and Education Code Sections 70902 and 88003.1; and

WHEREAS, on June 19, 2018 (2) the Board of Supervisors authorized the Clerk of the Board to accept and execute an agreement for 4 Deputy Sheriffs and 1 Sheriff's Sergeant for a five year period ending June 30, 2023;

NOW, THEREFORE, for and in consideration of the premises and for the mutual covenants and conditions hereinafter stated, the respective parties hereto do agree as follows:

**I. PURPOSE AND INTENT**

a) This Agreement is entered into for the express purpose and intent of providing proactive enforcement of the Penal Code, Vehicle Code, Education Code and other applicable State and Federal laws in excess of the basic level of services customarily provided by the COUNTY through the SHERIFF. Said purpose shall be effectuated in the manner hereinafter set forth.

b) The COUNTY, through the SHERIFF, shall provide the DISTRICT law enforcement services for the DISTRICT colleges, including necessary personnel, and equipment, according to a plan for law enforcement services developed, and approved by the SHERIFF or his authorized representative(s) based on the DISTRICT's request for law enforcement services.

**II. SCOPE OF SERVICE**

a) Such law enforcement services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the SHERIFF under County Charter and statutes of the State of California, and shall not reduce the normal and regular ongoing service that the COUNTY would otherwise provide if the COUNTY did not enter into this Agreement with the DISTRICT for supplemental law enforcement services.

b) Notwithstanding any other provision of this Agreement, the SHERIFF may temporarily cancel the providing of services for any activity if he concludes that he has insufficient available personnel to provide the services requested by the DISTRICT, and to perform his other duties as required by law. In such cases, the SHERIFF shall provide adequate notice. Service will be restored as soon as practical. In such a case, the DISTRICT is relieved from the obligation set forth in paragraph IX d) below for the period during which services are cancelled.

c) The hours of work and the duties to be performed by the SHERIFF's deputy under this Agreement are specified in Attachment A and are incorporated by reference.

### **III. ASSIGNMENT OF PERSONNEL**

(a). The management, direction, supervision and discipline of SHERIFF personnel, the standards of performance, and all other matters incident to the performance of services, shall be performed by and be the responsibility of COUNTY through SHERIFF in SHERIFF's sole but reasonable judgment and in accordance with the provisions of applicable labor agreements. SHERIFF shall be the appointing authority for all personnel provided to DISTRICT and shall have complete discretion as to the assignment of all individual SHERIFF's personnel under this Agreement.

(b). If DISTRICT has specific concerns regarding the actions of any officer, agent or employee who performs under this agreement, including number of days absent from the site, DISTRICT may address those concerns with the area Captain.

### **IV. ADDITIONAL SERVICES**

SHERIFF may provide supplemental Law Enforcement Services or additional related equipment and supplies as requested by DISTRICT provided DISTRICT requests

additional services at least seven (7) calendar days in advance. Additional Services not covered under this agreement may include, but are not limited to, services required for special events such as football games, student dances, and other DISTRICT sponsored extra-curricular events.

**(a). Requests**

Requests for Additional Services shall be made to SHERIFF by DISTRICT through the SHERIFF's area Captain or his or her designee and shall preferably be made in writing or, if made in person or by telephone, shall be confirmed in writing by the requestor within forty-eight (48) hours of the request. DISTRICT shall provide SHERIFF with as much advance notice as possible regarding requests for Additional Services.

**(b). Provision of Additional Services**

SHERIFF shall advise DISTRICT promptly and shall confirm in writing if SHERIFF is unable to provide some or all of any requested Additional Services. If SHERIFF is able to provide some or all of the requested Additional Services, SHERIFF shall promptly advise DISTRICT in writing of the estimated costs of the services. Unless DISTRICT disapproves in writing of an estimate provided by SHERIFF, SHERIFF shall provide such Additional Services to DISTRICT and shall be reimbursed for the actual cost of providing the Additional Services subject to Section VIII. (e). COUNTY shall delegate the authority to SHERIFF to approve additional services consistent with the intent of this provision.

**(c). Identification**

SHERIFF and DISTRICT acknowledge and agree that it is impractical to specify in this Agreement each and every category of Additional Services which might be desired by

DISTRICT, and that the parties will reasonably cooperate in identifying and addressing such potential Additional Services within the scope of this agreement.

**V. OVERTIME**

DISTRICT and SHERIFF recognize that there will be instances where overtime will be required, but could not reasonably have been anticipated in advance, e.g. the deputy is actively investigating a crime. In these instances, the Captain shall use reasonable discretion to authorize the overtime and DISTRICT shall be billed accordingly. The SHERIFF shall provide the DISTRICT a Bi-Weekly Report with an explanation of the overtime assignments and the costs.

**VI. SHIFT ADJUSTMENT**

DISTRICT and SHERIFF acknowledge that there will be instances where the DISTRICT may wish to request that the deputy temporarily work different hours from their normal working hours, referred to as a “shift adjustment.” For example, DISTRICT may desire the deputy to work from 1200 through 2100 on dates that DISTRICT sponsored events are planned, such as football games. Requesting a shift adjustment in advance eliminates the need for the DISTRICT to pay overtime wages for the deputy to cover the event. However, it is acknowledged that overtime may be incurred if an unforeseen event occurs requiring the deputy to work more than their scheduled shift. DISTRICT shall submit a shift adjustment request in writing to the area Captain not less than fifteen (15) business days in advance of the requested shift change. The area Captain shall review the request and reply to the DISTRICT not more than five (5) business days after the request is

received. If DISTRICT does not submit its request within the deadline and wishes to have the deputy cover the event, overtime rates shall be charged.

## **VII. LEVEL OF SERVICE**

- a) By May 1 of each year, DISTRICT shall determine if a change in service level is required by DISTRICT for the following year.
- b) By May 1 of each year, DISTRICT shall determine whether to continue any agreed-to supplemental or special services, increase or decrease in service level.
- c) DISTRICT shall notify COUNTY through the SHERIFF by May 1, preferably in writing, or, if made in person or by telephone, be confirmed in writing by the requestor within forty-eight (48) hours of the request. Requests for changes to service level, supplemental or special services shall be in writing or confirmed in writing may include e-mail correspondence.
- d) If DISTRICT fails to give Notice of the service level to the SHERIFF's Department by May 1 of each year, the service level will continue at the existing service level for the next Agreement period.

## **VIII. AGREEMENT COSTS**

- a) Agreement cost for services provided by SHERIFF shall be based upon SHERIFF's actual cost of such services as estimated in Attachment B with updates to be calculated annually. Additionally, once the Deputy salary and benefit rate for FY2018/2019 has been established, Attachment B will immediately be updated and the new rate will apply for the the year.

- b) Vehicle operating costs shall be based on the most current actual operating costs adjusted for anticipated increases in fleet operational costs projected for the subsequent Agreement period.
- c) All other costs (excluding salary, benefits and liability costs) shall be based upon SHERIFF's established budgetary standard costs necessary to support a staff person in service and / or other costs identifiable and allocable based on accounting records.
- d) The cost of a deputy position includes amounts that compensate SHERIFF for all absences due to comp time off, bereavement, family, injury, military, and sick leave, holidays, jury duty, other leave, related training, and vacation but does not provide coverage or include costs required to maintain coverage for deputy services during such absences. If, however, there is an individual absence of more than 30 consecutive calendar days, DISTRICT is not required to compensate the SHERIFF from the 31<sup>st</sup> day until the position is staffed. In the event of a vacancy, DISTRICT is not required to compensate the SHERIFF from the 1<sup>st</sup> day of a vacancy until the position is filled.
- e) DISTRICT shall compensate SHERIFF for Additional Services requested and approved by DISTRICT in accordance with Section IV.b., based upon the actual costs incurred by SHERIFF to provide those services.
- e) The services covered by the County Overhead Rate are listed in Attachment C.
- f) All terms and conditions of this Agreement are subject to the continued appropriations and availability of funds for each party for the performance of the services stated herein.

## **IX. AGREEMENT ADMINISTRATION**

- a) In the event of dispute between the parties as to the extent of the duties and services to be rendered hereunder, or the extent of service, manner of performance or deployment of such service, the parties shall meet as prescribed in Section IX b below.
- b) The Vice-Chancellor for Business Services shall meet with the Station Captain to discuss the issue. If they issue is not resolved, the Chancellor shall meet with the Law Enforcement Commander to resolve the dispute. The determination thereof made by the SHERIFF or his authorized representative(s) shall be final and conclusive as between the parties hereto.
- c) The DISTRICT in cooperation with the SHERIFF may request that services be directed to any campus within the DISTRICT where it is most needed; however, final deployment of staff shall be made by the SHERIFF or his representative(s).
- d) The COUNTY, acting through the SHERIFF, shall provide the DISTRICT with the requested service level of deputy Sheriffs. The DISTRICT is responsible for the full actual costs of the Agreement service level requested as estimated and specified in Attachment B. The Agreement costs reflected in Attachment B may be revised in subsequent years to reflect appropriate cost with service level modifications being made by mutual agreement of the COUNTY and the DISTRICT, as defined in Section VII.
- e) The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communications and supplies necessary to maintain the level of service to be rendered hereunder.
- f) The DISTRICT and the SHERIFF shall meet quarterly to discuss contract issues. Additional meetings can be scheduled at the request of either the DISTRICT or the SHERIFF.

g) Prior to the end of each annual contract period, the DISTRICT and the SHERIFF will perform an evaluation of these services which may result in renewal, revision to services as provided for in Section VII or a notice of termination as provided for in Section XVc.

h) The SHERIFF shall provide the DISTRICT with periodic reports on Crime Statistics, Trends and enforcement activity. The DISTRICT may request additional reports from the SHERIFF which will be provided if they are available.

i) Both parties hereto in the performance of this Agreement will act as independent contractors and not as agents, employees, partners, joint ventures, or associates of one another.

**X. METHOD OF PAYMENT**

a) The COUNTY shall invoice the DISTRICT quarterly for the actual costs of the services received. The DISTRICT within 30 days from date of invoice shall pay to the County Treasurer through the SHERIFF's Department at 9621 Ridgehaven Court, San Diego, CA 92123 for the services provided under this Agreement.

b) DISTRICT shall address any questions and disputes related to billing issues to the SHERIFF's Contracts Division. DISTRICT shall have the right to present documentation supporting its position, and also to review any documentation utilized by the Contracts Division to determine the bill charged to DISTRICT. The Contracts Division shall review the disputed bill and any related documentation and work cooperatively with the DISTRICT to resolve the billing issue.

## **XI. INSURANCE**

Without limiting the DISTRICT's indemnification of the COUNTY, the COUNTY shall provide and maintain a program of liability insurance, consisting of self-insurance, providing Comprehensive General Liability and Comprehensive Auto Liability insurance.

## **XII. INDEMNIFICATION**

a) All personnel provided by the SHERIFF in the performance of the services and functions of this Agreement for said DISTRICT shall be COUNTY officers and employees. The DISTRICT shall have no liability for any direct payment of salaries, wages or other compensation to any COUNTY officers and employees engaged in such performance. The DISTRICT shall not be liable for compensation or indemnity to any COUNTY employee for expenses or damages incurred from injury or sickness arising out of employment.

b) Claims Arising From Sole Acts or Omissions of County

The County of San Diego (COUNTY) hereby agrees to defend and indemnify the DISTRICT, its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'DISTRICT'), from any claim, action or proceeding against DISTRICT, arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At its sole discretion, DISTRICT may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. DISTRICT shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

c) Claims Arising From Sole Acts or Omissions of DISTRICT

The DISTRICT hereby agrees to defend and indemnify the COUNTY of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'COUNTY') from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of DISTRICT in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve DISTRICT of any obligation imposed by this Agreement. COUNTY shall notify DISTRICT promptly of any claim, action or proceeding and cooperate fully in the defense. In addition, when liability arises pursuant to Government Code Sections 830 et seq. by reason of a dangerous condition of DISTRICT property, DISTRICT shall assume the defense of and indemnify and hold harmless the COUNTY from all loss, cost of expenses arising out of the dangerous conditions of property of DISTRICT. The duty of DISTRICT to defend, indemnify, and hold harmless the COUNTY in respect to any dangerous condition of DISTRICT property shall apply regardless of COUNTY's knowledge of or duty to warn DISTRICT of such condition and regardless of any special relationship between DISTRICT and COUNTY in regard to such dangerous conditions of DISTRICT property.

d) Claims Arising From Concurrent Acts or Omissions

COUNTY hereby agrees to defend itself, and DISTRICT hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and DISTRICT. In such cases, COUNTY and DISTRICT agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph f) below.

e) Joint Defense

Notwithstanding paragraph d) above, in cases where COUNTY and DISTRICT agree in writing to a joint defense, COUNTY and DISTRICT may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of DISTRICT and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and DISTRICT. COUNTY and DISTRICT agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph f) below. COUNTY and DISTRICT further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and DISTRICT.

f) Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and DISTRICT may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

**XIII. AMENDMENTS OR MODIFICATIONS**

Either party may propose amendments or modifications to this Agreement. Such changes, including any increase or decrease in the level of service which are mutually agreed upon by and between COUNTY and DISTRICT, shall be effective when incorporated in written amendments to this Agreement and approved by both COUNTY and DISTRICT.

#### **XIV. TERMINATION FOR CONVENIENCE**

Notwithstanding any other section or provision of this agreement, either party hereto may terminate this agreement by giving advance written notice of intention to terminate as specified in Section XVc.

#### **XV. TERMS OF AGREEMENT**

- a) It is mutually understood that the term of this Agreement is one year, commencing July 1 2018 and ending June 30, 2019. Agreement may be extended for four (4) additional one (1) year terms, if both parties agree. The SHERIFF is authorized to execute extensions of this Agreement and to adjust service levels, provided that sufficient funds and /or positions are available to support the service delivery.
- b) This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the Agreement period or through June 30, 2023.
- c) Any party may terminate this Agreement by giving one hundred twenty (120) days notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in writing to the parties, and may be renegotiated or modified at any time by mutual agreement in writing.
- d) This writing embodies the whole of the Agreement and supersedes any oral or other agreements on this subject between the parties other than those expressed herein.
- e) No addition or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

**XVI. NOTICES**

Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To Grossmont-Cuyamaca Community College District:

Sue Rearic  
Vice Chancellor-Business Services  
Grossmont-Cuyamaca Community College District  
8800 Grossmont College Drive  
El Cajon, CA 92020-1799

And

Linda Bertolucci  
Director, Purchasing & Contracts  
Grossmont-Cuyamaca Community College District  
8800 Grossmont College Drive  
El Cajon, CA 92020-1799

To County and Sheriff:

Deputy Chief Administrative Officer	and	Sheriff's Contracts Manager
County of San Diego, Public Safety Group		Sheriff's Department
1600 Pacific Highway		9621 Ridgehaven Court
San Diego, CA 92101		San Diego, CA 92101

IN WITNESS WHEREOF, the parties by their duly authorized officers have caused these presents to be subscribed on the day and year first above written.

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT

8800 Grossmont College Drive  
El Cajon, CA 92020

By \_\_\_\_\_

Title Vice Chancellor-Business Services

APPROVED AS TO FORM  
AND LEGALITY:

COUNTY OF SAN DIEGO

County Counsel

By \_\_\_\_\_  
Senior Deputy

By \_\_\_\_\_  
Clerk of the Board of Supervisors

ATTACHMENT A

DEPUTY SHERIFF & COMMUNITY SERVICE OFFICERS  
GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT  
DUTIES

**DEPUTY SHERIFFS**

COUNTY through SHERIFF shall provide community services via the Deputy Sheriff. To the extent such staff is provided within DISTRICT, their services, together with all normal ancillary services related thereto, shall:

- Provide enforcement of the California Penal Code, the California Vehicle Code, and pertinent regulatory ordinances as adopted by the DISTRICT,
- Accident investigations,
- Analysis of traffic related problems of DISTRICT, and cooperate with various DISTRICT departments to obtain solutions to the traffic problems of DISTRICT,
- Meet regularly with DISTRICT senior management to discuss any contract issues
- Participate in DISTRICT meetings and activities as determined appropriate by the DISTRICT and the SHERIFF

**COMMUNITY SERVICE OFFICERS**

COUNTY through SHERIFF shall provide community services via the Community Service Officer. To the extent such staff is provided to DISTRICT, their services, together with all normal ancillary services related thereto, shall:

- Provide response/information to citizen inquiries,

- Completion of minor reports,
- Fingerprinting,
- Traffic direction, parking enforcement, vehicle abatement,
- Crime prevention education and
- Enforcement of pertinent regulatory ordinances as adopted by the DISTRICT.

**ATTACHMENT B**  
**Deputy Sheriff Estimated Costs**  
**July 1, 2018 – June 30, 2019**

**Grossmont / Cuyamaca College District**  
**FY 2018/2019**  
**Projection**

	<b>1st Quarter Budget (7 pay per)</b>	<b>2nd Quarter Budget (6 pay per)</b>	<b>3rd Quarter Budget (7 pay per)</b>	<b>4th Quarter Budget (6 pay per)</b>	<b>Total Cost</b>
<b>Salaries &amp; Benefits</b>					
Regular Time Deputy	\$199,129.51	\$170,682.41	\$199,129.51	\$170,682.41	\$739,623.84
Regular Time Sergeant	\$60,954.03	\$52,246.31	\$60,954.03	\$52,246.31	\$226,400.68
Overtime	\$21,845.68	\$18,724.87	\$21,845.68	\$18,724.87	\$81,141.10
<b>Sub-Total</b>	<b>281,929.22</b>	<b>241,653.59</b>	<b>281,929.22</b>	<b>241,653.59</b>	<b>1,047,165.62</b>
<b>Services &amp; Supplies</b>					
Standard Equipment & Supplies	6,137.50	6,137.50	6,137.50	6,137.50	24,550.00
<b>Vehicle</b>					
Vehicle Mgmt. & Maintenance	22,510.00	22,510.00	22,510.00	22,510.00	90,040.00
<b>Department Overhead 24.4%</b>	<b>68,790.73</b>	<b>58,963.48</b>	<b>68,790.73</b>	<b>58,963.48</b>	<b>255,508.41</b>
Adjustments	0.00	0.00	0.00	0.00	0.00
<b>NET COST</b>	<b>\$379,367.45</b>	<b>\$329,264.57</b>	<b>\$379,367.45</b>	<b>\$329,264.57</b>	<b>\$1,417,264.03</b>

The Deputy salary and benefits rate is an estimate. DSA contract negotiations are currently in process with no estimated completion date. Once the Deputy salary and benefits rate has been determined for FY 2018/2019, this Attachment will be updated and the new rate will apply for the remainder of the year.

**ATTACHMENT C**  
**Services Included in Overhead Costs**

Overhead shall consist of:

- a) Lieutenants
- b) Captains
- c) Detectives
- d) Administrative Secretary I & II
- e) Office Assistants
- f) Property & Evidence Specialists
- g) Sr. Office Assistants
- h) Departmental Aid
- i) Crime Analyst
- j) Communications Center
- k) Reserves
- l) Crime Prevention
- m) Traffic Coordinator
- n) Juvenile Intervention
- o) Family Protection
- p) Financial Crimes
- q) Domestic Violence
- r) Homicide
- s) Space
- t) Administrative Support
- u) Financial Services
- v) Personnel

**ATTACHMENT C**  
**Services Included in Overhead Costs**

- w) Data Services
- x) County Counsel
- y) County Support Costs
- z) Liability