

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

This Agreement for Transfer of Personnel, Equipment, and Facilities, hereinafter referred to as "Agreement," is made and entered into this _____ day of _____, 2009, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District".

RECITALS

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

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

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

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

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

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

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

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

- B. The effective date of this Agreement shall be the date this Agreement is approved by the Board of Supervisors of the County of Los Angeles and shall continue in effect until such time as the Agreement is terminated or otherwise renegotiated.
- C. The transfer of equipment and facilities contemplated by this Agreement shall not occur unless or until the District also contracts concurrently for the performance of agreed upon law enforcement and security services within its boundaries by the County through a General Law Enforcement and Security Services Agreement.
- D. If the General Law Enforcement and Security Services Agreement referred to in Section 1(B) above has been executed by the parties hereto prior to _____ on _____, 2009, the police department functions performed by the District shall cease at _____ on _____, 2009 and shall be transferred to the Sheriff (hereinafter "the Transfer Date").
- E. If the General Law Enforcement and Security Services Agreement has not been executed by the parties by aforementioned date, then this Agreement shall terminate automatically and be of no further effect, unless the parties, by written agreement extend the Transfer Date.

2. PERSONNEL

- A. There is and shall be no transfer of personnel whatsoever, whether of District employees or District's private security contractor employees, to the County under this Agreement.
- B. All District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement and/or the General Law Enforcement and Security Services Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from or against County based upon this Agreement or the General Law Enforcement and Security Services Agreement. No District employee as such shall become an employee of the County.

3. FACILITIES

A. SHERIFF'S OFFICE SPACE AND FURNITURE

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

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

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

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

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

B. UTILITIES

The District shall directly pay all charges for the following utilities to be provided to County at each Sheriff's Office referenced in Section 3(A)(1) of this Agreement: water, sewer, electric, gas, pest control, and trash collection.

C. MAINTENANCE

1. The District shall perform all routine, day-to-day maintenance and minor

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

2. The District shall also be responsible for all other repairs, including non-routine or major repairs to the interior, and all day-to-day maintenance and repairs, both major and minor, routine and non-routine, to the exterior of each Sheriff's Office, and for the replacement of any improvements or fixtures, including but not limited to the replacement of the plumbing, electrical or HVAC systems or any portion thereof (collectively referred to as "Major Repairs"). The County shall notify the District, in writing, of the need for any Major Repairs. If the District concurs that the proposed Major Repairs are needed, they shall be undertaken by the District, at its sole expense, within nine (9) months of the County's notification to District, or within such other time period as mutually agreed upon by the Sheriff or his designee and the District's Chief Administrative Officer, unless said Major Repair is deemed an Emergency Repair.
3. "Emergency Repair" shall be defined as a Major Repair that if left unrepaired would compromise the health, welfare, or security of the Sheriff's Office inhabitants or the public, as determined by the County. The County may commence Emergency Repairs immediately after notification by County to District's designated emergency contact person. District shall provide the County with the name and telephone number of a designated contact person(s) for emergencies, for both working hours and after hours. The County shall invoice the District for the costs incurred by it for any

Emergency Repairs. At District's request, County may invoice the District for one-twelfth (1/12) of the cost of such repairs on a monthly basis for a period of twelve (12) months. All invoices for Emergency Repairs undertaken by the County shall be due and payable sixty (60) days from the date of invoice and shall be subject to the terms and conditions contained in Paragraph 9.0, Payment Procedures, of the General Law Enforcement and Security Services Agreement entered into prior to the Transfer Date, or any superseding invoice and payment provisions contained in any superseding or amended General Law Enforcement and Security Services Agreement entered into by and between the parties hereto.

4. The maintenance and repairs authorized by this Section 3(C) are intended solely to maintain each Sheriff's Office in good working order and in the condition intended by the parties before and after completion of the improvements and refurbishment contemplated by this Agreement, normal wear and tear excepted.
5. The Sheriff may, with approval from the District, make improvements to each Sheriff's Office for the benefit of the County or related to the provision of law enforcement services in territory outside of the District, at no cost to the District.

4. IMPROVEMENTS, TRAINING, AND EQUIPMENT

A. FACILITY IMPROVEMENTS

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

facility improvements set forth in Attachment A

B. VEHICLES

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

C. COMMUNICATIONS EQUIPMENT AND TELEPHONE IMPROVEMENTS

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

D. FIREARMS

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

E. PAYMENT FOR IMPROVEMENTS AND EQUIPMENT

In reference to all payments to be made by the District pursuant to Section 4(A) through 4(F) above (also known as "Start-Up Costs"), the County has determined the total amount to be one hundred one thousand, one hundred fifty two dollars and seventy cents (\$101,152.70) as set forth on Attachment E. The District shall reimburse County for the total amount on or before June 30, 2010.

5. PROPERTY OWNERSHIP

Any personal property, furniture, computers and office equipment, telephone equipment, communication equipment, firearms, vehicles and other equipment transferred to or

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

6. EVIDENCE, PROPERTY, AND FUNDS

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

7. CASE FILES

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

8. INDEMNITY

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

employees, or agents occurring during the performance of this Agreement. This indemnity shall survive termination of this Agreement and/or final payment there under , and shall not be limited to the availability or collectability of insurance coverage.

- C. County shall indemnify, defend and hold harmless District and its elected and appointed officers, directors, employees, and agents from and against any and all liability, expense (including but not limited to investigative costs, defense costs and attorney's fees), claims, causes of action (including, but not limited to, causes of action related to the selection, retention, or supervision of County officers, employees or agents), and lawsuits for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, discrimination, harassment, emotional distress, or property damage (including property of County) arising from or connected with any alleged act and/or omission of County, its officers, directors, employees, or agents occurring during the performance of this Agreement. This indemnity shall survive termination of this Agreement and/or final payment there under, and shall not be limited to the availability or collectability of insurance coverage.
- D. By providing for indemnification by and among the parties hereto as set forth above, it is expressly understood and agreed that the provisions of California Government Code Sections 895.2 and 895.6 are not applicable to this Agreement.
- E. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein.

9. ENVIRONMENTAL MATTERS

A. DEFINITIONS

- 1. "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.
- 2. "Hazardous Substance Condition" shall mean the existence on, under, or adjacent to each Sheriff's Office within the Antelope Valley Community

College District, of a Hazardous Substance that requires rededication and/or removal and/or to be otherwise mitigated pursuant to applicable law.

B. CEQA INDEMNIFICATION

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

C. ENVIRONMENTAL ASSESSMENT

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

D. MITIGATION

1. District shall, at its own expense, mitigate and abate all Hazardous Substances and/or Hazardous Substance Conditions, if any, to the extent required by law, in, on, under or adjacent to each Sheriff's Office within the Antelope Valley Community College District and provide evidence to the County that all recommended measures have been completed and that all applicable laws and requirements have been complied with. In response, the County will review the District's evidence within 30 days and provide a written response which indicates that the County is satisfied with the measures taken by the District to mitigate and abate the Hazardous Substances and/or Hazardous Substance Conditions. Nothing in this Agreement shall be construed to require the District to mitigate or abate any Hazardous Substance and/or Hazardous Substance Condition beyond the

extent required by applicable law.

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

E. ENVIRONMENTAL INDEMNITY

The District shall defend, indemnify, and hold County and County's elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) arising in whole or in part from the existence of Hazardous Substances, Hazardous Substance Conditions, or pollutants, as such terms may be defined herein or in the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Act in effect during the term of this Agreement, in, on, under or about each Sheriff's Office within the Antelope Valley Community College District, except that, District's obligation to indemnify, defend and hold harmless shall not extend to claims for damages which arise from the existence of Hazardous Substances, Hazardous Substance Conditions, or pollutants caused by the negligent, intentional or wrongful acts or omissions of the County, or its agents. The obligations of the District hereunder to indemnify, defend, and hold harmless County shall survive the termination of this Agreement and are intended to comply with the provisions of 42 U.S.C. Section 9607(e).

10. TERMINATION OF AGREEMENT

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

11. AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a

written Amendment duly executed by authorized representatives of the County and the District.

12. AUTHORIZATION WARRANTY

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

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

13. GOVERNING LAW, JURISDICTION, AND VENUE

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

14. NOTICES

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

Notices to County shall be addressed as follows:

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

Notices to District shall be addressed as follows:

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

15. VALIDITY

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

16. WAIVER

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

17. ENTIRE AGREEMENT

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

AGREEMENT FOR TRANSFER OF PERSONNEL, EQUIPMENT, AND FACILITIES

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

ANTELOPE VALLEY COMMUNITY
COLLEGE DISTRICT

By _____
Chancellor

ATTEST:

District Clerk

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

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

By _____
Deputy

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

By _____
Deputy