

# Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12<sup>th</sup> Floor, Oakland, CA 94612-4305



## Gregory J. Ahern, Sheriff

Director of Emergency Services  
Coroner - Marshal

AGENDA ITEM \_\_\_\_\_ July 28, 2020

July 13, 2020

Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street  
Oakland, CA 94612

**SUBJECT: APPROVE AN AMENDMENT BETWEEN THE SHERIFF'S OFFICE AND THE PERALTA COMMUNITY COLLEGE DISTRICT FOR LAW ENFORCEMENT SERVICES**

Dear Board Members:

### **RECOMMENDATION:**

1. Approve an amendment between the Sheriff's Office and the Peralta Community College District for the Alameda County Sheriff's Office to provide law enforcement services, extending the contract term from 7/1/15 - 6/30/20 for six months through 12/31/20, at an estimated amount of \$1,924,111; and
2. Authorize the Sheriff, or his designee, to sign the referenced amendment with the Peralta Community College District upon review and approval by County Counsel, and submit an executed copy to the Clerk of the Board for filing.

### **DISCUSSION/SUMMARY:**

The Alameda County Sheriff's Office (ACSO) has been providing law enforcement services since 1996 to the Peralta Community College District (Peralta). Since then, your board has approved several amendments between ACSO and Peralta. On 7/9/19, your Board approved a contract amendment for ACSO to continue providing contracted law enforcement services through 6/30/20. This amendment will extend the contract term for six (6) months through 12/31/20.

The Peralta Police Services Unit consists of one (1) Lieutenant, one (1) Sergeant, six (6) Deputy Sheriffs and five (5) Sheriff Technicians, which provide law enforcement services Monday through Friday. The Peralta Police staff are responsible for patrolling the assigned campuses and the surrounding areas to look for and deter potential crime, suspicious circumstances or any hazardous conditions. Their responsibilities include performing criminal investigations, submitting arrest reports, as well as providing assistance to students, faculty and administrators to ensure personal safety. The assigned staff also coordinate and conduct crime prevention programs, provide safety presentations and serve as a technical resource for campus and personal security concerns.

Honorable Board of Supervisors  
July 13, 2020  
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The Peralta Community College District is contractually responsible for reimbursing the Sheriff's Office the actual costs for law enforcement services provided under this agreement.

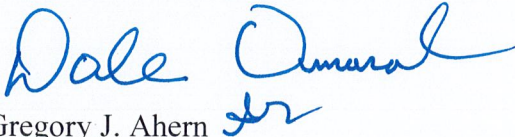
**FINANCING:**

No additional appropriation is requested. All costs associated under this amendment are included in the Sheriff's Office FY 2020-21 approved budget and will be fully offset with revenue from the law enforcement services contract with Peralta. There will be no increase in net County cost as a result of your approval.

**VISION 2026 GOAL:**

The amendment between the Sheriff's Office and the Peralta Community College District for law enforcement services meets the 10X goal pathways of **Crime Free County** in support of our shared vision of **Safe and Livable Communities**.

Respectfully submitted,

A handwritten signature in blue ink that reads "Dale Amoral". The signature is written in a cursive style. Below the name "Amoral", there is a small, stylized mark that appears to be "jr".

Gregory J. Ahern  
Sheriff-Coroner

GJA:BHW:bhw

**July 1, 2020 – December 31, 2020**

**AMENDMENT NO. 3 TO THE EXISTING AGREEMENT WITH THE ALAMEDA COUNTY SHERIFF'S OFFICE TO PROVIDE POLICE SERVICES**

This Third Amendment to the Agreement (“Third Amendment”) is entered into this Twenty-Fourth day of June, 2020, between the Peralta Community College District (the “District”) and the Alameda County Sheriff’s Office (“ACSO”) on behalf of the County of Alameda (“County”) with respect to that Agreement to Provide Police Services effective July 1, 2015, as amended by Amendment No. 1 entered into June 27, 2018, and amended by Amendment No. 2 entered into June 11, 2019 (together, the “Agreement”) pursuant to which ACSO provides law enforcement services to the District.

WHEREAS, the parties desire to extend the Agreement on the terms and conditions set forth herein; and

WHEREAS, District and ACSO seek to enhance their partnership and the services provided to the District’s students, faculty, staff and community. Over the course of the contract period, the parties also agree to leverage the Agreement and put their best efforts forward toward collaborations and activities that align with the District’s mission and vision of service to the communities served by the District and ACSO;

WHEREAS, District and ACSO seek to collaborate further to support community-based security services, including the incorporation of a third-party vendor(s) selected by the District. Such vendor will have expertise in a de-escalation tactics, credibility in the community, and an existing reputation and experience in such efforts; will also be dispatched by ACSO technicians as an alternative to the dispatch of traditional police services when deemed appropriate;

NOW, THEREFORE, the District and ACSO, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree to amend the Agreement in the following respects:

1. The terms and provisions of this Third Amendment will be effective as of the date this Third Amendment is executed by ACSO (“Effective Date”).
2. The term of the Agreement is currently scheduled to expire on June 30, 2020. As of the Effective Date, the term of the Agreement is hereby extended through December 31, 2020.
3. Subsections a-c of Section 5 of the Agreement titled “Payment for Services” are hereby affirmed with the provisions set forth in Exhibit A attached hereto. The annual budget for the term of this contract is attached hereto Exhibit B – Cost Estimate, and ACSO’s insurance requirements are attached hereto Exhibit C – County of Alameda Minimum Insurance Requirements.
4. ACSO agrees to continue and re-affirm their efforts as described and set forth in Exhibit D of Amendment 2. ACSO further agrees to provide a status report on each item not later than the last day of September 2020.
5. In furtherance of the parties’ efforts described in the above third WHEREAS clause, the

parties have agreed to collaborate on mental health and community-policing efforts for the term of this contract, including but not limited to assisting the District in their efforts to incorporate additional private security contractors with expertise in such services.

6. The terms and conditions of the Agreement and Amendments 1 and 2 shall remain in full force and effect, except as expressly changed by this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as indicated below, to be effective on the Effective Date.

ALAMEDA COUNTY SHERIFF'S OFFICE

PERALTA COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Greg J. Ahern, Sheriff  
Alameda County Sheriff's Office  
1401 Lakeside Drive, 12<sup>th</sup> Floor  
Oakland, CA 94612-4305  
(510) 272-6878

Dr. Regina Stanback Stroud, Chancellor  
Peralta Community College District  
333 E. 8<sup>th</sup> Street  
Oakland, CA 94606  
(510) 466-7202

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**  
**ADDITIONAL TERMS AND CONDITIONS FOR PAYMENT**

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**1. Payment of Actual Costs:** The District agrees to pay the actual cost of providing services under this Agreement. Said costs include salary and benefits for the assigned ACSO personnel and are identified in the 2020-2021 budget attached hereto as Exhibit B “FY 2020-2021 Cost Estimate 3,” which reflects amounts required for such personnel in accordance with the applicable collective bargaining agreements.

**2. FY 2020-2021 Cost Estimate 3 (Exhibit B):** ACSO will work collaboratively with the District to control overtime and manage scheduling to stay within the District’s cost estimate for security services and to comply with Section 5(e) of the Agreement if the Sheriff, or its designee, determines that any budget class will exceed the amount authorized in the 2020-2021 budget.

Extra services shall not be performed without specific written direction by the District, authorizing the engagement of extra services in advance of performance. Such additional services must be approved by the Chancellor or his/her designee before services performed.

ACSO agrees to work diligently and develop a timeline to fill vacant positions to eliminate or minimize overtime.

**3. Invoices and Payment:** Invoices for services performed and expenses incurred shall be submitted by the ACSO to the District on a quarterly basis reflecting monthly cost, and by campus. The District shall remit payment within forty-five (45) days of receipt of invoice. After execution of the Third Amendment, all invoices must contain valid Purchase Order Number, and must be emailed to accounts payable at [accountspayable@peralta.edu](mailto:accountspayable@peralta.edu) or by mail as indicated below.

- Attention: Accounts Payable  
Peralta Community College District  
333 East 8<sup>th</sup> Street, Oakland, Ca 94606

All invoices must be on ACSO business letterhead with the following information:

- Reference to the 10 –digit Purchase Order Number on all invoices;
- Company’s Name, address and contact information, and email address;
- The date services were provided for which the invoice covers;
- Invoice number and date of invoice;
- The amount(s) being charged, identified as 1) taxable, 2) nontaxable, 3) types of service, 4) the total amount of the invoice.

**4. Additional Staffing:** The District may request additional ACSO coverage on an as-needed basis, and shall compensate any additional Deputy Sheriffs that are assigned to the District on the terms and in the amount mutually agreed to in writing by ACSO and the District, which writing may be transmitted by email, consistent with the terms and conditions of this Agreement and subject to the Chancellor’s approval as described in Section 2 above.

**5. Compensation:** ACSO shall be compensated in accordance with this Exhibit A for the services provided pursuant to this Agreement as amended by this Third Amendment in the amounts set forth in the attached Exhibit B, which amount shall not exceed the fixed cost for all services provided by ACSO for the term of the Third Amendment (i.e., the period of July 1, 2020 through December 31, 2020) of One-million, Nine-hundred Twenty-Four thousand, One-hundred Ten dollars and 81 cents (**\$ 1,924,110.81**), with exception of overtime which could be more or less than that set forth in Exhibit B and extra or additional work as described in Sections 2 and 4 above, unless and/or until this Agreement is modified, in writing, and executed by officials authorized to bind the District and the County. If the District had requested additional and/or overtime services, that amount will be added to the quarterly invoices.

**FY 2020-2021 EXHIBIT B**  
**PERALTA COMMUNITY COLLEGE DISTRICT**

290641-88070  
**PERSONNEL**

Classification	Salaries / Wages	Retire Tier 2 Contrib	Social Security Contrib	HI Tax Contrib	Health Insurance Contrib	Dental Health Insurance Contrib	Other Employee Benefits	Uniform Allowance	SDI Contrib	Cafeteria Benefit	TOTAL		TOTAL COST
											ANNUAL COST / PER POS.	# POS.	
LIEUTENANT	\$ 181,043.15	\$ 124,910.99		0 \$ 2,848.26	\$ 25,620.48	\$ 1,607.92	\$ 13.05	\$ 1,250.00	\$ 574.84	\$ 3,100.08	\$ 340,968.77	1	\$ 340,968.77
SERGEANT	\$ 149,118.28	\$ 102,884.38		0 \$ 2,346.00	\$ 26,645.30	\$ 1,607.86	\$ 6.26	\$ 1,250.00		\$ 600.00	\$ 284,458.08	1	\$ 284,458.08
DEPUTY SHERIFF II	\$ 124,905.83	\$ 86,178.97		0 \$ 1,965.08	\$ 26,645.30	\$ 1,592.44	\$ 6.26	\$ 1,250.00		\$ 600.00	\$ 243,143.88	6	\$ 1,458,863.28
SHERIFF TECHNICIAN	\$ 69,457.11	\$ 24,066.89	\$ 4,521.66	\$ 1,057.48	\$ 15,725.28	\$ 1,486.56	\$ 10.44	\$ 725.00	\$ 264.65	\$ 1,100.16	\$ 118,415.23	5	\$ 592,076.15
OVERTIME													\$ 220,000.00
DIFFERENTIALS/FOOTNOTES			7.5% POST, EDUCATION										\$ 98,334.01
WORKER'S COMP - FY20													\$ 197,061.00
<b>TOTAL PERSONNEL COST</b>													<b>\$ 3,191,761.29</b>

**DISCRETIONARY SUPPLIES / SERVICES**

BODY WORN CAMERA (11)/TASERS													\$ 17,776.00
CELL PHONES/TALK AROUND PHONES/ELECTRONIC CITE DEVICES													\$ 11,030.00
CRIME LAB FEES													\$ 500.00
DISPATCH (FY20 estimate per Dispatch MOU)													\$ 68,444.00
LAW ENFORCMENT SUPPLIES													\$ 12,800.00
NET MOTION													\$ 270.00
OFFICE EXPENSE													\$ 4,000.00
OFFICE EXPENSE - PRINTING													\$ 2,500.00
OFFICE EXPENSE - REF MATERIALS													\$ 300.00
RENTS & LEASES (COPIER)													\$ 3,000.00
REPAIRS AND MAINTENANCE (COMPUTERS/BICYCLES/DUAL SPORT)													\$ 4,500.00
TRAVEL/TRAINING													\$ 2,362.00
UNIFORMS													\$ 2,000.00
UTILITIES - AIRCARDS													\$ 3,015.00
SUBTOTAL DISCRETIONARY SUPPLIES/SERVICES													\$ 132,497.00

**NON-DISCRETIONARY SUPPLIES / SERVICES**

ELECTRONIC EQUIP MAINT - (Based on FY19 Actual amounts)													\$ 10,202.40
MOTOR VEHICLES													\$ 102,773.00
RISK MANAGEMENT - FY 20													\$ 8,826.00
SUBTOTAL NON-DISCRETIONARY SUPPLIES/SERVICES													\$ 121,801.40

**TOTAL SERVICES/SUPPLIES**

**\$ 254,298.40**

**INDIRECTS** 12.60% Total Personnel Costs (including Workers Comp)

**\$ 402,161.92**

**TOTAL FY20-21 CONTRACT COST ESTIMATE**

**\$ 3,848,221.61**

## EXHIBIT B

The Peralta Police Services will consist of (1) Lieutenant, (1) Sergeant, (6) Deputies, and (5) Sheriff's Technician's. As a result of staffing cuts at the request of the Peralta Community College District, the Alameda County Sheriff's Office will not provide badging service for the Peralta Community College District at Peralta Police Services. The Alameda County Sheriff's Office will not provide Law Enforcement responses to The College of Alameda or Berkeley City College. The Peralta Police Services will provide law enforcement services to the Laney College Campus Monday through Friday 7:00 AM-11:00 PM and to Merritt College Monday through Friday 7:00 AM- 3:00 PM (ONLY). The Alameda County Sheriff's Office will continue providing 24 hours 7 day a week coverage for the Peralta Police Services Dispatch Center.



EXHIBIT C  
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Parties, at their sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	LIMITS
<b>A Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or haulage related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda its Board of Supervisors the individual members thereof and all County officers agents employees volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20380413.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 2001 0413. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent shall be admitted to the State of California unless otherwise waived by Risk Management and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor under its own policies and endorsements has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20380413.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture required insurance shall be provided by one of the following methods:                         <ul style="list-style-type: none"> <li>- Separate insurance policies issued for each individual entity, with each entity included as a 'Named Insured' (covered party), or at minimum named as an 'Additional Insured' on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a 'Named Insured'.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsement, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	