

**PERALTA COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees Agenda Report**  
**For the Trustee Meeting Date of June 28, 2011**

ITEM # 23

**ITEM TITLE:**

Consider Approval of Third Amendment to Agreement with Alameda County Sheriff's Office to Provide Police Services to the Peralta Community College District

**SPECIFIC BOARD ACTION REQUESTED:**

Approval is requested for an extension of the agreement with the Alameda County Sheriff's Office to provide police services to the District from July 1, 2011 until June 30, 2012, at a not-to-exceed cost for the year of \$2,728,628.

**ITEM SUMMARY:**

Estimated services will be provided at a not-to-exceed cost for the year of \$2,728,628, under the same terms and conditions as the original agreement, with the exception that police services are not provided on District holidays. The administration is utilizing Securitas Security Services USA, Inc. to provide security services on District holidays to reduce police services expenditures. (The not-to-exceed estimated total for services under the previous agreement was \$2,667,517.74.)

**SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):**

District General Funds

**BACKGROUND/ANALYSIS:**

In addition to the services provided by the Sheriff's Office, other security costs for the fiscal year include Securitas Security Services USA, Inc. and the college safety aides. The current total 2011/2012 budget for police services, security services and student safety aides is \$3,537,309, as follows:

<b>Services</b>	<b>Estimated Cost for 2011/2012 Fiscal Year</b>
Alameda County Sheriff's Office	\$2,728,628
Securitas (BCC, weekends and holidays)	\$ 409,681
Safety Aides	\$ 399,000
<b>TOTAL:</b>	<b>\$3,537,309</b>

**ALTERNATIVES/OPTIONS:**

Not applicable.

**EVALUATION AND RECOMMENDED ACTION:**

Approval is recommended for an extension of the agreement with the Alameda County Sheriff's Office to provide police services to the District from July 1, 2011 until June 30, 2012, at a not-to-exceed cost for the year of \$2,728,628.

**OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):**

YES \_\_\_\_\_ No  X

**COMMENTS:**

All Board approved contracts are subject to final negotiation and execution by the Chancellor.

**WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING?**

Vice Chancellor Ikhara

**DID A BOARD STANDING COMMITTEE REVIEW THE ITEM?** YES \_\_\_\_\_ NO  X

**IF "YES", PLEASE INCLUDE THAT INFORMATION IN YOUR SUMMARY.**

**PLEASE ACQUIRE SIGNATURES IN THIS ORDER:**

**DOCUMENT PREPARED BY:**  
Prepared by: Sadiq B. Ikharo Date: 6-20-11  
Dr. Sadiq B. Ikharo  
Vice Chancellor of General Services

**DOCUMENT PRESENTED BY:**  
Sadiq B. Ikharo Date: 6-20-11  
Dr. Sadiq B. Ikharo  
Vice Chancellor of General Services

**FINANCE DEPARTMENT REVIEW**  
 Finance review required       Finance review *not* required  
If Finance review is required, determination is:  Approved     Not Approved  
If not approved, please give reason: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Ron Gerhard, Chief Financial Officer

**GENERAL COUNSEL (Legality and Format/adherence to Education Codes):**  
 Legal review required       Legal review *not* required  
If Legal review is required, determination is:  Approved     Not Approved  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Thuy T. Nguyen, General Counsel

**CHANCELLOR'S OFFICE APPROVAL**  
 Approved, and Place on Agenda       Not Approved, but Place on Agenda  
Signature: Wise E. Allen Date: 6/21/11  
Wise E. Allen, Chancellor

**AGREEMENT TO PROVIDE POLICE SERVICES  
TO THE PERALTA COMMUNITY COLLEGE DISTRICT  
THIRD AMENDMENT**

This Third Amendment, effective July 1, 2011, is entered into by and between the Alameda County Sheriff's Office ("Sheriff's Office") and the Peralta Community College District ("District") (collectively "the Parties") pursuant to the terms and provisions of the Parties' Agreement for the provision of police services provided by the Sheriff's Office on behalf of the District, effective July 1, 2009 (hereinafter the "Agreement").

The Parties agree to terminate the Second Amendment to the Agreement in its entirety effective immediately.

The Parties do hereby agree for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to amend Paragraph 1, "Term of Agreement", of the Agreement.

ACCORDINGLY, Paragraph One of the Agreement "Term of Agreement" shall be deleted in its entirety and shall be superseded by the following language:

**THIS AGREEMENT SHALL COMMENCE ON JULY 1, 2011 AT 0001  
HOURS AND CONTINUE FOR ONE (1) YEAR UNTIL JUNE 30, 2012.**

The Parties do hereby agree for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to amend Paragraph 5.b., "Payment for Services", of the Agreement.

ACCORDINGLY, Paragraph 5.b. shall be deleted in its entirety and shall be superseded by the following language:

**THE OPERATING BUDGET FOR SERVICES RENDERED IN THE  
FISCAL YEAR 2011-2012 IS DESCRIBED IN PAGES 1 TO 2 OF "THE  
ESTIMATED COSTS FOR PERALTA COMMUNITY COLLEGE  
POLICE SERVICES FISCAL YEAR 2011-2012", WHICH SHALL NOT  
EXCEED TWO MILLION SEVEN HUNDRED TWENTY-EIGHT  
THOUSAND, SIX HUNDRED TWENTY-EIGHT DOLLARS  
(\$2,728,628.00) AND WHICH ARE ATTACHED TO THIS THIRD  
AMENDMENT AND INCORPORATED IN THEIR ENTIRETY BY  
REFERENCE TO THE AGREEMENT AND THIS THIRD  
AMENDMENT. THEREAFTER THE SHERIFF SHALL SUBMIT AN  
ANNUAL BUDGET TO THE DISTRICT WHICH SHALL BE  
SUBJECT TO ITS APPROVAL.**

The Parties do hereby agree for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to amend the attached operating budget to the Agreement.

ACCORDINGLY, the attachments to the Agreement and any prior amendment, such as those that are entitled "Cost Estimates for Peralta Police Services Salary & Employee Benefits For Fiscal Year 2010-2011" and "Cost Estimates for Peralta Police Services Direct & Indirect Costs For Fiscal Year 2010-2011" shall be deleted in their entirety and shall be superseded by the pages attached to this Third Amendment, which are entitled "Estimated Costs for Peralta Community College Police Services Fiscal Year 2011-2012" and "Cost Estimated for Peralta Community College Police Services and Supplies Fiscal Year 2011-2012."

Except as herein expressly provided and modified by this Third Amendment, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect.

In the event of any conflict, direct or indirect, between the terms of the Agreement, First Amendment, the Second Amendment, and/or this Third Amendment, this Third Amendment shall prevail.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS THIRD AMENDMENT AS OF THE EFFECTIVE DATE.

Signed and entered on this \_\_\_\_\_ date of \_\_\_\_\_ 2011.

COUNTY OF ALAMEDA

PERALTA COMMUNITY COLLEGE

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

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

Nate Miley, President  
Alameda County Board of Supervisors

Wise Allen, Interim Chancellor  
Peralta Community College District

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

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

ALAMEDA COUNTY SHERIFF'S OFFICE

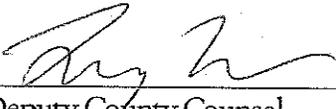
By: \_\_\_\_\_

Gregory J. Ahern, SHERIFF  
Alameda County SHERIFF's Office.

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

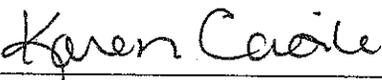
Approved as to form:

Richard Karlsson, Interim County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

Date: 6/9/11

Alameda County Risk Management

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

Date: 6/9/2011

DRAFT #2

prepared: June 6, 2011

position	# of ee	Total S&EB cost/ee	Annual Salary (incl overtime)	Annual Benefits	S&EB cost/class
Lieutenant	1	227,800	139,035	88,765	227,800
sergeant	1	205,023	130,785	74,238	205,023
Deputy Sheriffs	7	174,931	767,022	457,492	1,224,514
Sheriff Tech II	5	96,247	319,500	161,736	481,236
Secretary I	1	87,829	57,085	30,744	87,829
sub-totals					2,226,402

Uniform Allowance

9 DSA U/A @ \$1,125 each

10,125

5 SEIU U/A @ 650 each

3,250

Total S&EB

2,239,777

W/C estimate based on 5.22% of the salary costs

73,781

Risk Management Estimate based on projected FY2011

5,724

Description	Other Costs (as budgeted)
Mobile Data Terminal Aircards (5 aircards @ \$45.60/month)	2,736
Cell Phones (1 @ \$60/month; 1 @ \$25/month)	1,020
Copy Machine Lease	2,600
Computers (upgrade)	3,000
Bicycle Maintenance	1,000
OPD Radio Repair & Maintenance	950
Training	790
Prof & Specialized Svcs (Dispatch)	24,123
NetMotion Maintenance Agreement	294
Uniforms for officers on bicycles	2,000
Office expenses and supplies	4,400
Printing of citation books	1,200
Tasers (purchase 2)	2,000
Other supplies	4,650
Electronic Equip Maint	20,606 Rollover FY11
Motor-Vehicle Transportation	55,765 Rollover FY11
5 patrol vehicles at \$136.25/month	8,175
1 unmarked vehicle @ 136.25/month	1,635
1 parking enforcement vehicles @ 136.25/month	1,635
Depreciation	39,902
5,747 miles @ \$0.60/mile (patrol vehicles)	3,448
612 miles @ \$0.48/mile (parking enforcement vehicle)	294
2,502 miles @ \$0.27/mile (unmarked vehicle)	676
Sub-Total of Service & Supplies	
Indirect Costs at 12.6% based on S&EB costs	127,134
	282,212
<b>TOTAL ESTIMATED COSTS OF CONTRACT</b>	<b>2,728,628</b>