

Ventura County Grand Jury 2011 - 2012



Final Report

Sheriff's Academy and Bond Measure S

May 25, 2012

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Sheriff's Academy and Bond Measure S

Summary

The 2011-2012 Ventura County Grand Jury (Grand Jury) learned in August 2011 that the County of Ventura (County) contracted with the Ventura County Community College District (VCCCD) to lease the newly-constructed training academy in the city of Camarillo for a period of fifteen years at a total cost exceeding \$2.6 million.

The lease was executed in 2010, eight years after the passage of *Measure S: Ventura, Moorpark and Oxnard Community College Repair and Safety Ventura County Community College District* (Bond) authorizing funds for the building of the Sheriff's Academy (Academy), the Fire Academy, and the repair or replacement of other educational facilities. The lease was not authorized by the Bond and failed to appear as an estimated cost on the ballot.

Before the lease, the Ventura County Sheriff (Sheriff) was to provide the instructors and furniture for the Academy and pay rent of \$1 per year. The partnership agreement, Affiliation/Institutional Services Agreement, between VCCCD and the Sheriff failed. That failure necessitated a lease agreement before the Sheriff could occupy the Academy.

The Grand Jury found that the Sheriff rent is currently \$124,488 per year for the Academy built with Bond dollars. The Grand Jury found that the taxpayers of the County of Ventura (County) are paying for the Academy twice: through regular repayment of the Bond and additionally with the annual rent to VCCCD.

None of this information appeared in the June 2011 Annual Report of the Citizens Oversight Committee. [Ref-01]

The Grand Jury recommends that the rental payments revert to \$1 per year and that VCCCD transfer the Academy to the Sheriff's control forthwith. The Grand Jury made other recommendations in the full body of the report that should facilitate the Sheriff's ability to pursue collegiate partnerships in compliance with one of the Bond's original purposes.

Background

The Grand Jury, after reading the Citizens Oversight Committee Annual Report, initiated an internal investigation of the Bond. Until October 2011 the Sheriff's academy occupied an old facility at the Camarillo Airport and paid \$1 per year for rental of that facility. The airport had previously been a federal property and its use is restricted to educational purposes as was intended with the newly-built Academy housing training programs for the Sheriff and the Ventura County Fire Department.

Upon moving into the newly-opened Academy, constructed by VCCCD, with funds from the Bond, the Sheriff is currently paying \$10,374/month or \$124,488/year for the 26,600 square foot Academy facility.

Due to an escalator clause in the lease, the total cost in rent to County taxpayers will exceed \$2.6 million over the fifteen-year lifetime of the lease. This amount did not appear on the cost disclosure portion of the ballot for the Bond in 2002. (Att-01)

Methodology

The Grand Jury discussed the lease with current and past employees of the Sheriff's office and interviewed employees of the VCCCD Chancellor's office. The Grand Jury researched abstracts of the parcels of land where the leasehold is located, analyzed the lease, and Bond Measure S. The Grand Jury researched the matter from resources on the internet and in newspapers. Documentation was requested and supplied by VCCCD and the Sheriff. The 2011 annual report of the Citizens Oversight Committee, covering the tenth year following the passage of the Bond, was read by the Grand Jury. The Grand Jury visited the Academy prior to and after the Sheriff's occupancy. [Ref-01] (Att-02)

Facts

- FA-01.** On March 5, 2002, Bond Measure S on the official ballot of the County was passed by 65.6% or 77,854 votes and authorized VCCCD to issue \$356,347,814 of bonds "To prepare students for jobs and four year colleges at Ventura, Moorpark, Oxnard Colleges, Education Centers at Camarillo, Conejo, Santa Paula, Simi Valley by repairing/constructing/equipping classrooms, laboratories, libraries, sites; replacing deteriorating buildings; upgrading fire safety, plumbing, heating systems, electrical wiring for computer technology, and upgrading police/firefighting/nursing/paramedic training centers" (Att-01)
- FA-02.** Public safety officials agreed to support Measure S and sold it to the public with the understanding that the Academy would be built to the benefit of both public safety agencies and the residents of Ventura County. (Att-03)
- FA-03.** Prior to the 2002 vote for Bond Measure S, the Sheriff was contacted by VCCCD to rally public support for better facilities than afforded by the existing academy. The Sheriff's support for the passage of Measure S made the building of the Academy the flagship of the Bond. VCCCD agreed to build a state-of-the-art facility at the Camarillo Airport with proceeds from the Bond and to partner with the Sheriff for education and training. The Sheriff recorded promotions for the passage of the Bond with the promise of a joint criminal justice academic program with training for students at the Academy. (Att-03)
- FA-04.** The partnership agreement, Affiliation/Institutional Services Agreement (Agreement), between VCCCD and the Sheriff, dated March 29, 2004, failed and necessitated a lease agreement. This was due to disagreement over demands that the Sheriff pay VCCCD for the academic course units of its cadets and that VCCCD choose all the Academy instructors. (Att-04)

FA-05. During a meeting on March 25, 2009, VCCCD and the Sheriff mutually agreed to terminate the Agreement. (Att-05)

FA-06. The Citizens Oversight Committee annual report submitted in June 2011 describes the Academy as follows: "Regional Fire, Sheriff, & Police Education and Training Academy contain separate facilities for the Fire Department and the Sheriff's Department. It is separated by a covered breezeway leading to landscaped areas, exterior amenities, men's and women's lockers and administrative areas. The Sheriff's area will have rooms for Firearm and Driving Simulators, with equipment, provided by the Sheriff. Site exterior will provide a PT field and marching/parade areas. The conceptual aspect of the project provides for the immediate programmatic needs of the two separate departments, while responding to a long term vision of possible future development and additional facilities."

"The project is scheduled to reach substantial completion on June 30, 2011." The Academy was occupied by the Sheriff in October. [Ref-01-02]

FA-07. Before moving into the new Academy in October 2011, the Sheriff was paying \$1/year to rent its old facility. In 2010, the County and VCCCD entered into a fifteen-year lease for the new Academy. (Att-05)

The County is now renting the Academy that was paid with funds from the Bond on the following schedule:

Academy Rental Costs			
Years	Cost/Sq Ft	Cost/Month	Cost/Year
1-2	\$0.39	\$10,374.00	\$124,448.00
3	\$0.43	\$11,438.00	\$137,256.00
4	\$0.47	\$12,502.00	\$150,024.00
5	\$0.51	\$13,566.00	\$162,792.00
6	\$0.56	\$14,896.00	\$178,752.00
7	\$0.60	\$15,960.00	\$191,520.00

FA-08. According to the lease, the monthly rent for year eight through year fifteen shall increase on the anniversary date of the lease by an amount equal to the increase in the Riverside-Los Angeles Consumer Price Index using the base month of January preceding the adjustment date. (Att-05)

FA-09. There is no provision in the lease for decreases in years one through seven, while an increase in rent may begin in year eight. This will result in rental costs to County taxpayers of at least \$2.6 million over fifteen years. (Att-05)

FA-10. The colleges of VCCCD are currently on probation and threatened with loss of accreditation from the Accrediting Commission of Community and Junior Colleges, due in part, to lack of proper district governance. According to VCCCD, it would prefer not to be a landlord. [Ref-03-08]

- FA-11.** Colleges must be accredited for students to receive federal financial aid and transfer their credits to other colleges and universities. [Ref-04, 05]
- FA-12.** The Academy is not functioning full-time in training cadets and is operated for that purpose one to three times a year.

Findings

- FI-01.** When the Bond was passed in 2002, the budget for the Sheriff's rent at the Academy was \$1 per year. The \$2.6 million rent to be received by VCCCD was not authorized by the voters when they approved the Bond. (FA-01, 07)
- FI-02.** Prior to the passage of the Bond, the Sheriff and VCCCD publicly agreed to partner in a program for a new Sheriff's academy where cadets would receive credits toward an associate's degree in criminal justice in conjunction with Academy training. (FA-01–03)
- FI-03.** The subsequent failure of VCCCD and the Sheriff to agree on terms of a partnership in education and training at the Academy led to the execution of a lease dated 2010 between the parties as landlord/tenant with an exponential increase in rent. (FA-04, 07–09)
- FI-04.** Payment of rent to VCCCD by the Sheriff for a facility built with the Bond funds is an unaccounted cost absent from the ballot when the Bond was passed in 2002. Now it is an unintended expense for County taxpayers who are already paying for the facility with the repayment of Measure S bonds. (FA-01, 04, 07-09)
- FI-05.** Absent an agreement to partner in education and training, as well as the potential loss of academic accreditation at VCCCD colleges, a future partnership is improbable for VCCCD and the Sheriff at the Academy. (FA-04, 10,)
- FI-06.** According to VCCCD, it would prefer not to be a landlord. The lease is the only agreement that obligates VCCCD to be a landlord at a time where their attention should be focused on maintaining accreditation and other obligations to its students. (FA-07, 10, 11)
- FI-07.** The Academy is underutilized according to the Bond's promise ". . . to prepare students for jobs and four year colleges. . . ." (FA-01, 12)

Recommendations

- R-01.** The VCCCD should adjust its leasehold at the Academy and the Sheriff's rent should be returned to \$1 per year. (FI-01–06)
- R-02.** VCCCD should concentrate on "proper governance" of its three colleges, retaining its accreditation, and transferring the Academy building's control to the Sheriff. (FI-02, 06) [Ref-02–06]

- R-03.** The VCCCD and the Sheriff's Department should partner to develop a curriculum and financial arrangements for students seeking a criminal justice degree or certificate through the VCCCD education system as approved in the Bond. (FI-02)

Responses

Responses Required From:

The VCCCD Board of Trustees (FI-01, FI-02, FI-03, FI-04, FI-05, FI-06, FI-07) (R-01, R-02, R-03)

County of Ventura Sheriff's Department (FI-01, FI-02, FI-03, FI-04, FI-05, FI-06, FI-07) (R-01, R-03)

Responses Requested From:

Citizens Oversight Committee (FI-04, FI-07)

References

- Ref-01.** County of Ventura. Citizens Oversight Committee. Annual Report Bond Measure S, Ventura County Community College District by David Fowble, Henry Lacayo, Richard Litton, Kathleen Miller, Guillermo Partida, Dick Thomson, and Michael Wesner, Ventura, CA: 2011
http://www.vcccd.edu/assets/pdf/bond/coc_areport_2011.pdf (accessed May 14, 2012)
- Ref-02.** Von Quednow, Cindy. "New fire, sheriff's academy to open this month." Posted July 11, 2011. <http://www.vcstar.com/news/2011/jul/11/new-fire-sheriffs-academy-to-open-this-month/?partner=RSS> (accessed September 6, 2011)
- Ref-03.** Bryan, Ashley L.R. Letter to the Editor. Ventura County Star. May 5, 2012.
- Ref-04.** Cowden Moore, Jean. "Junior Colleges Put on Probation." Ventura County Star, February 7, 2012.
- Ref-05.** Cowden Moore, Jean. "Community Colleges Fall Under Review." Ventura County Star, February 12, 2012.
- Ref-06.** Ventura County Star. "Ventura Community Colleges on the Verge of Losing Their Accreditation." Editorial. February 12, 2012
- Ref-07.** Cole, Joan. Letter to the Editor. Ventura County Star, February 15, 2012.
- Ref-08.** Cowden Moore, Jean. "Board for Colleges Commits to Changes." Ventura County Star, February 23, 2012.

Attachments

- Att-01.** Measure S as it appeared on the official ballot March 5, 2002

- Att-02.** Portion Map No. 3, Rancho Colonia, M.R. Bk.3, Pg 12 of City of Camarillo showing the Academy Facility at Subdivision 61, corner of Las Posas Road and Pleasant Valley Road, showing location of the Academy
- Att-03.** Affiliation/Institutional Services Agreement between VCCCD and the Sheriff
- Att-04.** Letter to VCCCD from the Sheriff on April 9, 2009
- Att-05.** The 2010 lease agreement executed by VCCCD and the Sheriff

Glossary

TERM

DEFINITION

Academy	Ventura County Sheriff's Academy
Agreement	Affiliation/Institutional Services Agreement
Bond	Measure S
Camarillo	City of Camarillo
County	County of Ventura
Grand Jury	2011-2012 Ventura County Grand Jury
PT	Physical Training
Sheriff	Ventura County Sheriff's Department
VCCCD	Ventura County Community College District

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Attachment 01

Bond Measure S as it appeared on the official ballot March 5, 2002

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SAMPLE BALLOT

<div style="float: right; font-size: 2em; margin-right: 20px;">C</div> OFFICIAL BALLOT NONPARTISAN BALLOT COUNTY OF VENTURA March 5, 2002		I HAVE VOTED—HAVE YOU?		
<small>This ballot stub shall be removed and retained by the voter.</small>				
MEASURES SUBMITTED TO VOTE OF VOTERS		CHIROPRACTORS, UNPROFESSIONAL CONDUCT. LEGISLATIVE INITIATIVE AMENDMENT.		
STATE		44		
40 THE CALIFORNIA CLEAN WATER, CLEAN AIR, SAFE NEIGHBORHOOD PARKS, AND COASTAL PROTECTION ACT OF 2002. To protect rivers, lakes, and streams to improve water quality and ensure clean drinking water; to protect beaches and coastal areas threatened by pollution; to improve air quality; to preserve open space and farmland threatened by unplanned development; to protect wildlife habitat; to restore historical and cultural resources; to repair and improve the safety of state and neighborhood parks; the state shall issue bonds totaling two billion six hundred million dollars (\$2,600,000,000) paid from existing funds. This program is subject to an annual independent audit. Fiscal Impact: State cost of about \$4.3 billion over 25 years (average cost of about \$172 million per year) to repay bonds. State and local operation and maintenance costs of potentially tens of millions of dollars annually.	Yes + No +	Amends Chiropractic Act to specify practices constituting unprofessional conduct; require investigation of licensee in certain circumstances and license revocation upon second conviction, or multiple convictions, of specified insurance fraud offenses. Fiscal Impact: Negligible additional state implementation costs. Potential state savings of unknown amount resulting from lower workers' compensation and Medi-Cal costs.		
41 VOTING MODERNIZATION BOND ACT OF 2002. (SHELLEY-HERTZBERG ACT). This act is to ensure that every person's vote is accurately counted. It authorizes the issuance of state bonds allowing counties to purchase modern voting equipment and replace outdated punch card (chad) systems. This act provides for bonds in the amount of two hundred million dollars (\$200,000,000) and appropriates money from the General Fund to pay off bonds. Fiscal Impact: State costs of about \$255 million over ten years (average cost of about \$26 million annually) to repay bonds. One-time county costs of about \$67 million statewide to match state funds. Additional annual county operating costs in the several tens of millions of dollars statewide.		Yes + No +	45 LEGISLATIVE TERM LIMITS. LOCAL VOTER PETITIONS. INITIATIVE CONSTITUTIONAL AMENDMENT. Allows voters to submit petition signatures to permit their incumbent legislator to run for re-election(s) and serve maximum of four years beyond terms provided for in Constitution if majority of voters approves. Fiscal Impact: Unknown county costs potentially up to several hundreds of thousands of dollars biennially statewide to verify voter petition signatures; little or no state cost to track the eligibility of re-election candidates.	
42 TRANSPORTATION CONGESTION IMPROVEMENT ACT. ALLOCATION OF EXISTING MOTOR VEHICLE FUEL SALES AND USE TAX REVENUES FOR TRANSPORTATION PURPOSES ONLY. LEGISLATIVE CONSTITUTIONAL AMENDMENT. Requires, effective July 1, 2003, existing revenues resulting from state sales and use taxes on the sale of motor vehicle fuel be used for transportation purposes as provided by law until June 30, 2008. Requires, effective July 1, 2008, existing revenues resulting from state sales and use taxes be used for public transit and mass transportation; city and county street and road repairs and improvements; and state highway improvements. Imposes the requirement for a two-thirds of the Legislature to suspend or modify the percentage allocation of the revenues. Fiscal Impact: Starting in 2008-09, about \$1.4 billion in state gasoline sales tax revenues, increasing annually thereafter, would continue to be used for state and local transportation purposes.		Yes + No +	COUNTY	
43 RIGHT TO HAVE VOTE COUNTED. LEGISLATIVE CONSTITUTIONAL AMENDMENT. Amends Constitution to declare that a voter who casts a vote in an election in accord with the laws of this state shall have that vote counted. Fiscal Impact: No additional cost to state or local governments.		Yes + No +	T Shall an Ordinance by the People of the County of Ventura Repealing Chapter 1 (commencing with Section 2001) of Division 2 of the Ventura County Ordinance Code (Section 2 of Ordinance No. 3968) and Adding a New Chapter 1 (Commencing with Sec. 2001) of Division 2 of the Ventura County Ordinance Code Imposing a Uniform Business Tax in the Unincorporated Areas of Ventura County be adopted?	
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT		SCHOOL		
S Ventura, Moorpark and Oxnard Community College Repair and Safety Measure. To prepare students for jobs and four year colleges at Ventura, Moorpark, Oxnard Colleges, Education Centers at Camarillo, Conejo, Santa Paula, Simi Valley by repairing/constructing/equipping classrooms, laboratories, libraries, sites; replacing deteriorating buildings; upgrading fire safety, plumbing, heating systems, electrical wiring for computer technology; upgrading police/firefighting/nursing/paramedic training centers; shall Ventura County Community College District issue \$356,347,814 of bonds, at legal rates, requiring Citizen Oversight Committee, annual financial audits and no money for administrators/staff salaries?		Bonds Yes + Bonds No +	VENTURE BOTH SIDES	

56-401C-N-P

56-404C-N-P

56-SB410

56SB410

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
BOND ELECTION
IMPARTIAL ANALYSIS BY COUNTY COUNSEL*
MEASURE "S"**

Pursuant to the provisions of section 1, subdivision (b)(3), of article XIII A of the California Constitution, section 15284 and following of the California Education Code, and section 53506 and following of the California Government Code, this measure will, if approved by 55 percent of the votes cast by the voters of the Ventura County Community College District voting on the measure, allow the District to incur a bonded indebtedness and authorize the issuance and sale of general obligation bonds of the District in the amount of \$356,347,814 at a rate of interest not to exceed 12 percent per year, pursuant to section 53531 of the California Government Code.

If the bond measure is approved, pursuant to sections 15278 and 15282 of the California Education Code, the District has committed to establish an independent citizens' oversight committee.

The number of years over which the whole or any part of the bonds are to mature shall not exceed 25 years (pursuant to the authority of the California Education Code) or 40 years (pursuant to the authority of the California Government Code), from the date of the bonds or the date of any series thereof.

The District has committed that the proceeds from the bonds will be used to prepare students for jobs and four year colleges at Ventura, Moorpark, Oxnard Colleges, Education Centers at Camarillo, Conejo, Santa Paula, Simi Valley by repairing/constructing/equipping classrooms, laboratories, libraries, sites; replacing deteriorating buildings; upgrading fire safety, plumbing, heating systems, electrical wiring for computer technology; and upgrading police/firefighting/nursing/paramedic training centers.

Subject to the provisions of the California Constitution and the California Education Code, an annual tax shall be levied upon the property within the jurisdiction of the District for the interest and redemption of all outstanding bonds of the District. The annual tax shall not be less than sufficient to pay the interest on the bonds as it becomes due and to provide a sinking fund for payment of the principal on or before maturity and may include an allowance for an annual reserve, established for the purpose of avoiding fluctuating tax levies.

*Section 9500 of the California Elections Code requires the County Counsel to prepare an impartial analysis of each school measure appearing on the ballot.

9206.els

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
TAX RATE STATEMENT
BOND MEASURE "S"**

An election will be held in the Ventura County Community College District (the "District") on March 5, 2002, for the purpose of submitting to the electors of the District the question of incurring a bonded indebtedness of the District in an aggregate principal amount of \$356,347,814. If such bonds are authorized and sold, the principal thereof and interest thereon will be payable from the proceeds of tax levies made upon the taxable property in the District. The following information regarding tax rates is given to comply with Section 9401 of the California Elections Code. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.

Based upon the foregoing and projections of the District's assessed valuation, and assuming the entire debt service will be paid through property taxation:

1. The best estimate of the tax which would be required to be levied to fund the bond issue during the first fiscal year after the sale of the first series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is 1.840¢ per \$100 of assessed valuation for the year 2002-2003.

2. The best estimate from official sources of the tax rate which would be required to be levied to fund the bond issue during the first fiscal year after the last sale of the bonds and an estimate of the year in which that rate will apply, based on estimated assessed valuations available at the time of filing of this statement, is 2.170¢ per \$100 of assessed valuation for the year 2008-2009.

3. The best estimate of the highest tax rate which would be required to be levied to fund the bond issue and an estimate of the year in which that rate will apply, based on estimated assessed valuation available at the time of filing of this statement, is 2.170¢ per \$100 of assessed valuation for the year 2008-2009.

The average annual tax levy is projected to be \$18.97 per \$100,000 of real property valuation.

Attention to all voters is directed to the fact that the foregoing information is based upon projections and estimates only. The actual times of sales of said bonds and the amount sold at any given time will be governed by the needs of the District and other factors. The actual interest rates at which the bonds will be sold, which in any event will not exceed the maximum permitted by law, will depend upon the bond market at the time of sales. The actual assessed values in the future years will depend upon the value of property within the District as determined in the assessment and the equalization process. Accordingly, the actual tax rates and the years in which such rates are applicable may vary from those presently estimated as above stated.

s/Philip Westin,
Chancellor
Ventura County Community College District

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ARGUMENT IN FAVOR OF MEASURE "S"

Your Community Colleges need help.

For 75 years, Ventura, Moorpark, and Oxnard Colleges have provided excellent education for students. Community colleges provide trained workforces and keep your communities safe and healthy. College dental, nursing, fire safety and law enforcement curricula have trained thousands of local health and safety professionals over the years.

Unfortunately, quality education is threatened by outdated school buildings no longer meeting the needs of students. Classrooms lack adequate wiring for computers and technology. Walls are deteriorating and need repair. Libraries don't meet state standards. Outdated fire safety, electrical, heating and plumbing systems need replacement. Portables must be replaced with permanent classrooms, labs, and lecture halls.

Measure S will repair, renovate, and improve Ventura, Moorpark and Oxnard Colleges and improve and establish Education Centers in Camarillo, Conejo, Santa Paula and Simi Valley.

Faculty, staff and students identified urgent needs, seeking community input on priorities. These needs are critical -- and are less expensive to address now than in the future.

Projects include:

- Constructing a Fire and Law Enforcement Training Academy.
- Replacing old portables, building permanent classrooms, labs, lecture halls.
- Providing modern fire sprinklers, alarms, and security systems.
- Replacing aging plumbing, heating, ventilation, sewer systems.
- Installing wiring for computers.
- Replacing unsafe roofs, windows and doors.
- Installing energy efficient lighting.
- Upgrading science classrooms and labs.
- Renovating old bathrooms.
- Expanding joint educational facilities with local schools.

Measure S is subject to tough fiscal accountability requirements. Financial audits must be published annually, with all expenditures monitored by an independent, Citizens' Oversight Committee to ensure funds are spent as promised and specified in the Bond Plan. NO money can be spent on administrators' or staff salaries. By law, ALL funds must be spent on bond projects specified.

Join teachers, students and community leaders, our Senator Jack O'Connell and others in supporting Measure S.

Vote Yes.

s/Manuel M. Lopez,
Mayor

s/Carolyn D. Leavens,
Farmer

s/Bob Brooks,
Sheriff

s/Randy Churchill,
Real Estate Broker

s/Glen Becerra,
Mayor Pro Tem, City of Simi Valley

NO ARGUMENT AGAINST THIS MEASURE WAS SUBMITTED

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56-14

FULL TEXT OF MEASURE "S"**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
BOND MEASURE**

The following is the full proposition presented to the voters by the Ventura County Community College District.

Ventura, Moorpark and Oxnard Community College Repair and Safety Measure. "To prepare students for jobs and four year colleges at Ventura, Moorpark, Oxnard Colleges, Education Centers at Camarillo, Conejo, Santa Paula, Simi Valley by repairing/constructing/equipping classrooms, laboratories, libraries, sites; replacing deteriorating buildings; upgrading fire safety, plumbing, heating systems, electrical wiring for computer technology; upgrading police/firefighting/nursing/paramedic training centers; shall Ventura County Community College District issue \$356,347,814 of bonds, at legal rates, requiring Citizen Oversight Committee, annual financial audits and no money for administrators'/staff salaries?"

The Board of Trustees of the Ventura County Community College District has evaluated safety, class size reduction, and information technology needs in developing the scope of college facility projects to be funded.

In developing the Project List, Moorpark, Oxnard and Ventura College faculty, staff and students have prioritized key health and safety needs so the most critical needs are addressed. The Project List was developed with the input of several hundred faculty, community and business leaders who determined that if these needs were not addressed now, the problems would only get worse. They advised the Board of Trustees that it would be less expensive to upgrade and repair aging community college buildings and classrooms now, than in the future.

COUNTYWIDE PROJECTS FOR PUBLIC SAFETY INSTRUCTION

Estimated Cost: \$23,905,124

Construct Regional Fire, Sheriff & Police Education and Training Academy, including classroom and instructional facilities and equipment for Sheriff and Fire Training Academies, and replace outdated electrical and utility systems.

MOORPARK COLLEGE REPAIR & IMPROVEMENT PROJECTS

Estimated Costs: \$104,239,503

- Expand Learning Resources and Telecommunications Center by improving library space and computer classrooms
- Add classrooms and lecture halls by converting old library space
- Complete site improvements, upgrade fire safety and security alarm systems
- Construct Academic and Computer Center, including adding computer science labs and other classrooms
- Construct classrooms for the new Conejo Education Center, a joint project with the Conejo Valley Unified School District to serve the Thousand Oaks community
- Construct a Joint Instructional Center with Moorpark Unified School District for college classrooms accessible to high school students
- Construct a Simi Valley Education Center
- Construct Health Sciences and math classrooms and lecture halls
- Expand Student Services Facility for counseling, financial aid, other services
- Repair old classrooms
- Expand Student Center
- Construct Child Development Center
- Refurbish physical education facilities
- Expand animal science education center to address student enrollment demand
- Construct new operations and warehouse facilities
- Build parking structure to alleviate neighborhood traffic congestion
- Construct Fine Arts building
- Expand Music Building
- Retire capital financing

OXNARD COLLEGE REPAIR AND IMPROVEMENT PROJECTS

Estimated Costs: \$110,983,187

- Construct additional classrooms, labs, lecture halls; replace old portables (Buildings A, B, C)
- Renovate Library & Learning Resource Center to bring library to current state standards
- Construct Health Sciences Building and Instructional Media Facility, including adding more classrooms and labs
- Renovate aging campus infrastructure by installing new wiring/electrical systems for technology
- Construct High Tech Building, including classrooms, lecture halls, labs
- Refurbish student facilities, expand bookstore
- Construct Student Services Building to address overcrowding
- Replace aging Child Development Center portables with improved, permanent facilities
- Construct Performing Arts classroom and auditorium, including expanding teaching/performance space
- Replace inadequate Health & Safety Building (Student Health Center) with safe facilities
- Renovate athletic fields for safety compliance
- Add new parking structure for pedestrian, vehicular safety
- Construct maintenance warehouse
- Retire capital financing

VENTURA COLLEGE REPAIR & IMPROVEMENT PROJECTS

Estimated Costs: \$117,220,000

- Renovate 37 year old G Building/Auditorium, including replacing antiquated electrical, heating, ventilation, plumbing and lighting systems
- Replace outdated Health Science Building (Nursing, Paramedics, Emergency Medical Technician and Certified Nursing Assistant Programs), including adding labs, lecture halls, classrooms
- Replace Portables and build General Purpose Education Building for permanent classrooms, labs, lecture halls
- Construct Advanced Technology Education Training Building by building permanent classrooms, lecture halls, computer labs
- Construct and upgrade science classrooms and labs
- Complete construction of Learning Resource Center/library
- Upgrade Financial Aid, Disabled Student Services, Counseling, Student Services and Communications Building
- Construct Santa Clara Valley Advanced Technology Education Center including classrooms, computer labs, library, and Child Care Center
- Renovate athletic facility for health/safety, upgrade physical education facilities
- Upgrade electrical and utility systems
- Improve Fine Arts lab, Art Classroom Building H
- Renovate maintenance and operations facilities, including storage
- Construct and renovate parking facilities
- Renovate auxiliary services and Student Counseling Center
- Retire capital financing

The bond program is designed to provide facilities which will serve current and expected enrollment. In the event of an unexpected slowdown in development or enrollment of students at the three colleges, certain of the projects described above will be delayed or may not be completed. In such case, bond money will be spent on only the most essential of the projects listed above. The District will work with the Citizen Oversight Committee on prioritizing those projects in the event factors beyond the District's control require that projects be reconsidered.

The allocation of bond proceeds may be affected by the District's receipt of State matching funds and the final costs of each project. The budget for each project is an estimate and may be affected by factors beyond the District's control.

The expenditure of bond money on projects on the Project List is subject to tough financial accountability requirements. Performance and financial audits will be performed annually, and all bond expenditures will be monitored by an independent, Citizens Oversight Committee to ensure that funds are spent as promised and specified in the Project List. No money can be spent on administrators' or staff salaries. By law, all funds can only be spent on repair and improvement projects specified.

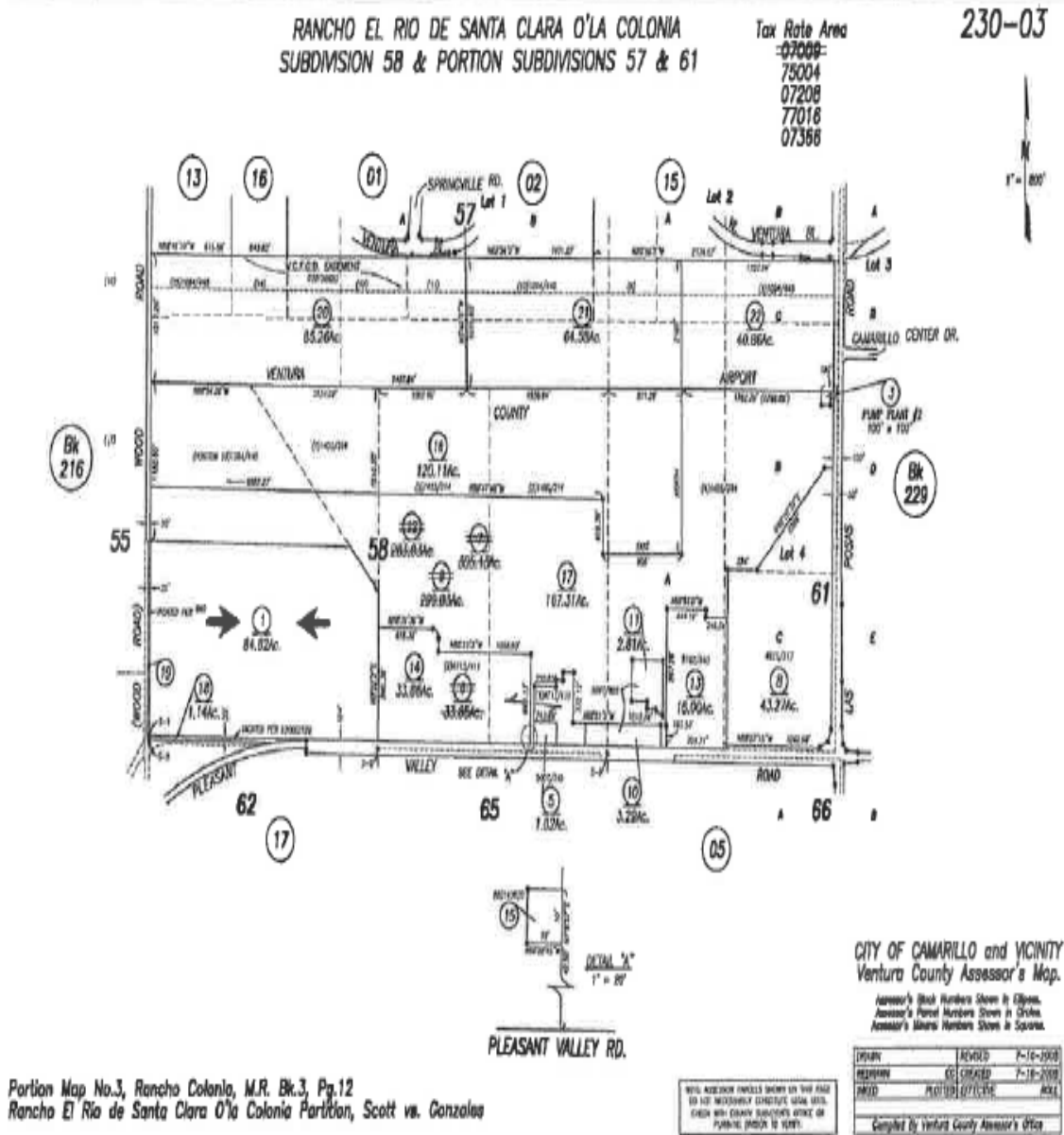
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Attachment 02

Portion Map No. 3, Rancho Colonia, M.R. Bk.3, Pg 12 of City of Camarillo showing the Academy Facility at Subdivision 61, corner of Las Posas Road and Pleasant Valley Road, showing location of the Academy.

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Attachment 03

Affiliation/Institutional Services Agreement between VCCCD and the Sheriff

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Ventura County Community College District

255 W. STANLEY AVE., SUITE 150, VENTURA, CA 93001
PH: 805-652-5500 FAX: 805-652-7700
WWW.VCCCD.EDU

DR. JAMES MEZNEK
CHANCELLOR

August 12, 2009

Christine L. Cohen
Auditor-Controller
County of Ventura
Hall of Administration
800 South Victoria Avenue
Ventura, CA 93009-1540

RECEIVED

SEP 22 2011

VENTURA COUNTY
GRAND JURY

Re: Affiliation/Institutional Services Agreement between Ventura County
Community College District and County of Ventura Sheriff's Department
dated March 29, 2004

Dear Ms. Cohen:

Enclosed please find a check in the amount of \$831,083.96 payable to the Ventura
County Sheriff's Department.

During a meeting on March 25, 2009, the Ventura County Community College District,
represented by Dr. Jim Meznek, and the County of Ventura Sheriff's Department,
represented by Mr. Bob Brooks, mutually agreed to terminate the above referenced
agreement, per the terms of said agreement. Therefore, this check represents the full
balance of funds our institution was holding in trust in accordance with the contract.

The agreement is now terminated and this remittance completes Ventura County
Community College District's obligation.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Susan Johnson".

Susan Johnson
Vice Chancellor
Business and Administrative Services

SJ:lag

c: Mr. Bob Brooks, Ventura County Sheriff
Dr. James Meznek, Chancellor, VCCCD
Dr. Robin Calote, President, Ventura College

INVOICE		Ventura County Community College District				
NUMBER	DATE	GROSS AMOUNT	DISCOUNT	TAX	ADDITIONAL CHARGES	NET AMOUNT
FUND CLOSE-OUT	08/12/09	831,083.96	.00	.00	.00	831,083.96 USD
CHECK NUMBER	CHECK DATE	TOTAL GROSS	TOTAL DISCOUNT	TOTAL TAX	TOTAL ADDL CHARGES	CHECK AMOUNT
45522482	08/12/09	831,083.96	.00	.00	.00	***831,083.96

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND GREEN ARE PRESENT.



MOORPARK COLLEGE • OXNARD COLLEGE • VENTURA COLLEGE
VENTURA COUNTY
COMMUNITY COLLEGE DISTRICT
 255 West Stanley Avenue, Suite 150 • Ventura, CA 93001

WELLS FARGO BANK
 11-24
 1210(8)

45522482

VOID AFTER 6 MONTHS
 (TWO SIGNATURES REQUIRED)
 VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

PAY **Eight Hundred Thirty One Thousand Eighty Three & 96/100 Dollars ***831,083.96
 TO THE Ventura County Sheriff's Department
 ORDER OF C/O Auditor Controller
 Hall Of Administration
 800 S Victoria
 Ventura CA 93009-0001

[Signature]
 AUTHORIZED SIGNATURES

⑈45522482⑈ ⑆121000248⑆4174387878⑈



MOORPARK COLLEGE • OXNARD COLLEGE • VENTURA COLLEGE
VENTURA COUNTY
COMMUNITY COLLEGE DISTRICT
 255 West Stanley Avenue, Suite 150 • Ventura, CA 93001

Ventura County Sheriff's Department
 C/O Auditor Controller
 Hall Of Administration
 800 S Victoria
 Ventura CA 93009-0001

Attachment 04

Letter to VCCCD from the Sheriff on April 9, 2009

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VENTURA COUNTY SHERIFF'S DEPARTMENT

- **BOB BROOKS**
SHERIFF
- **CRAIG HUSBAND**
UNDERSHERIFF

800 SOUTH VICTORIA AVENUE, VENTURA, CA 93009 PHONE (805) 654-2380 FAX (805) 645-1391

April 9, 2009

Dr. James Meznick
Chancellor
Ventura County Community College District
255 W. Stanley Avenue, Suite 150
Ventura, CA 93001

Dear Dr. Meznick,

Thank you for the opportunity on March 25, 2009, to meet with you and your staff to discuss the partnership between the Community College District and the Sheriff's Department with regard to the future of the Criminal Justice Training Center. This letter is intended to memorialize that conversation.

You expressed the District's strong desire to continue our mutually beneficial relationship, but said the worsening economy—coupled with rising college enrollment—had eliminated the State funding received for the Full Time Equivalent Students (FTES) attending the Basic Academy. As the District will be no longer receiving their funding for the Academy, it has become necessary to discontinue the FTES payments to the Sheriff's Department as stipulated in the contract expiring today. It is our understanding that this will not affect the current Academy class set to graduate on June 26, 2009. While this will undoubtedly have a negative impact on our training operations, we believe the District's actions are reasonable in light of the current fiscal climate. We were encouraged to hear that the District would be willing to consider resuming the payments to the Sheriff's Department at a later date should the situation improve.

In order to mitigate some of the impacts the Sheriff's Department would experience from the elimination of the FTES fees the District proposed the following:

- The cost for the Instructor of Record, currently shared between the District and Sheriff's Department, would be wholly paid by the District.
- The Sheriff's Department will pay the Contract Education Office \$20 per recruit per credit unit. However, recruits could receive as few as 3 units for the program to remain viable.
- The District will maintain a liaison (currently Jerry Mortensen) with the Criminal Justice Training Center. There will no longer be a co-director affiliated with the College. The Ventura County Sheriff has sole authority for management of the academy program.

☐ **SPECIAL SERVICES**

6401 Telephone Road, Suite 200
Ventura, CA 93003
(805) 477-7011 FAX (805) 477-7010

☐ **PATROL SERVICES**

2101 East Olsen Road
Thousand Oaks, CA 91362
(805) 494-8261 FAX (805) 494-8295

☐ **DETENTION SERVICES**

800 South Victoria Avenue
Ventura, CA 93009
(805) 654-2305 FAX (805) 654-3500

☐ **SUPPORT SERVICES**

800 South Victoria Avenue
Ventura, CA 93009
(805) 654-3926 FAX (805) 654-2109

March 31, 2009

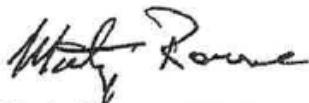
Page 2

- Sheriff's personnel or their designees will continue to teach classes.

Finally, your comments regarding the new Academy building and your sincere commitment to seeing it built were encouraging. It is our understanding that the District intends to complete the building as a "turn key" operation, outfitted with all of the furniture, fixtures, computers for each student and classroom equipment necessary to run a professional law enforcement training program. You also mentioned that the District would be responsible for maintaining the building and grounds (all property associated with the academy program)—and pay the utility costs incurred—all of which to be specified in a future lease agreement.

We believe that it is in our mutual best interests to maintain a cooperative relationship between the College District and Sheriff's Department and remain committed to resolving any issues that may arise. As always, please feel free to call me at any time at (805) 654-3926.

Sincerely,



Marty Rouse, Chief Deputy
Support Services

CC: Sheriff Brooks
Robin Calote, President-Ventura College
Jerry Mortensen, Assistant Dean-Ventura College
Guy Stewart, Commander

Attachment 05

The 2010 lease agreement executed by VCCCD and the Sheriff

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LEASE AGREEMENT

THIS LEASE, hereinafter called "Agreement", is made and entered into by and between:

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT hereinafter called "Lessor",
and

COUNTY OF VENTURA hereinafter called "County"

RECEIVED

SEP 22 2011

VENTURA COUNTY
GRAND JURY

The parties agree that:

1. PROPERTY LEASED. Lessor hereby leases to County and County hereby rents from Lessor the property, hereinafter called "Premises," located in the County of Ventura, State of California, described as follows:

The Premises are a portion of the building, commonly known as the Regional Fire, Sheriff & Police Education and Training Academy, located at the Camarillo Airport, Durley Avenue, Camarillo, Ca. containing 26,600 square feet of space along with the associated parking and more particularly shown on Exhibit "A", which is attached hereto and made a part hereof by reference.



2. RENT. County shall pay to Lessor, during the term of this Agreement, a monthly rent as follows:

Years 1-2 \$.39 per square foot
Year 3 \$.43 per square foot
Year 4 \$.47 per square foot
Year 5 \$.51 per square foot
Year 6 \$.56 per square foot
Year 7 \$.60 per square foot

For years 8 - 15, the monthly rent shall be increased annually on the anniversary date of the agreement by an amount equal to the increase in the Riverside-Los Angeles Consumer Price Index All Urban Consumers as published by the United States Department of Labor, Bureau of Labor Statistics (base year 1982-84 = 100). The base month shall be the January preceding the adjustment date.

If the Index is changed so that the base year differs from that used in the first month of this lease, the index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or

1

INITIALS:
LESSOR: 
COUNTY: 

computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. However, in no event shall the increase in the lease rate exceed 3% of the previous years' price per square foot.

3. TERM. The term of this Agreement shall be one hundred and eighty (180) months. Said Term shall commence on the completion of the Tenant Improvements more particularly described in Article 10 and the issuance of a final or temporary Certificate of Occupancy.

Provided that County is not in default, the County shall have the option to extend this Agreement for an additional one hundred and eighty (180) months by giving notice to Lessor six (6) months prior to the expiration of this Agreement. The parties agree to negotiate in good faith to determine the rental rate for the extension term.



4. USE. The Premises shall be used for the following specified purpose and shall not be used for any other purpose without first obtaining the written consent of Lessor:

SHERIFF TRAINING ACADEMY - PUBLIC SERVICE

5. SIGNS. County shall have the right to install signs appropriate for the identification of the Premises, as approved by Lessor, such approval shall not be unreasonably withheld, conditioned or delayed.

6. ALTERATIONS BY COUNTY. Lessor hereby consents that during the term of this Agreement, County shall have the right, at County's sole expense, to make installations, modifications and improvements to the Premises, provided, however, that the basic structure shall not be altered, and that the improvements are approved in writing by the Lessor in advance of any installations, modifications and improvements. All improvements, installations and modifications installed by the County during the term of this Agreement shall be considered personal property of the County and the County may, at its option and with Lessor's approval, remove any or all of such items at any time during the term of this Agreement or any extension thereof, at County's expense. If County removes any of such items, County shall restore the portion of the Premises affected by such removal, as nearly as practicable to its condition as of the date of occupancy by County, normal wear and tear excepted. County shall keep the Premises free from any liens arising out of any work performed on the Premises, for material furnished to the Premises or for obligations incurred by County.

7. PARKING. The County, its agents, invitees, employees, contractors and patrons shall have exclusive use of Lessor's paved parking area adjacent to the Premises as shown on Exhibit A attached hereto.

INITIALS:
LESSOR: 
COUNTY: 

8. PRORATION OF RENT. If the rental payment due under this Agreement for any calendar month should be for less than a full month, the rent amount due for that month shall be prorated accordingly.

9. MODIFICATIONS BY LESSOR. Prior to possession by County, Lessor shall, at its own expense, make and complete turn-key Tenant Improvements to the Premises. The build-out shall include those furnishings, fixtures and equipment included as an attachment to Exhibit B. Landlord shall comply with all building codes that are in effect at the time that each such improvement or portion thereof, is constructed on the Premises including design, permits, demolition and construction.

- (a) Lessor shall be responsible for the space planning and installation for all furniture and work stations on the Premises including computer and telephone cabling as provided on the attached space plan. All furniture and equipment supplied by Lessor shall not be removed from the Premises without the express written consent of Lessor.


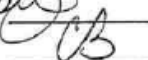
10. DELAY IN DELIVERY OF POSSESSION. N/A

11. INSURANCE. Fire and extended coverage insurance on the Premises herein leased shall be the sole concern of Lessor. However, no use except that which is expressly provided in this Agreement shall be made or permitted to be made of the Premises.

If the leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of County or any of County's agents, employees, or invitees, rent shall not be diminished or abated while such damages are under repair, and County shall be responsible for the costs of repair not covered by insurance.

County shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property located in the leased Premises.

County, at its expense, shall keep the leased Premises on all improvements, furniture, fixtures, and equipment now and hereafter located thereon insured during the Term of this Lease, naming Lessor as an additional insured by means of an endorsement, against loss or damage by fire and lightning, and against loss or damage by other risks embraced by coverage of the type now known as the broad form of extended coverage, including but not limited to riot and civil commotion, vandalism, and malicious mischief, and against such other risks or hazards as Lessor from time to time reasonably may designate, in amounts sufficient to prevent Lessor or County from becoming a co-insurer under the terms of the applicable policies, but in any event in an amount not less than one hundred percent (100%) of the then full replacement costs of the improvements without deduction for physical depreciation.

INITIALS:
LESSOR: 
COUNTY: 

In addition to the insurance specified hereof, County, at its sole expense, but with Lessor as an additional insured, shall maintain and keep in force:

Comprehensive general liability insurance on an "occurrence basis" against claims for personal injury, including without limitation, bodily injury, death or property damage, occurring upon, in or about the leased Premises and on, in or about the adjoining sidewalks, streets, and passageways, such insurance to afford immediate protection at the time of the inception of this Lease, and all times during the Term hereof, with liability limits of not less than One Million Dollars (\$1,000,000) per occurrence, with an aggregate coverage of Two million dollars (\$2,000,000). Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the use, by or on behalf of County, or any other person or organization.

12. TAXES AND ASSESSMENTS. Lessor shall pay all ad valorem taxes and assessments levied against the Premises covered by this Agreement. County will be responsible for any applicable taxes on personal property.

13. UTILITIES. County shall pay for all utilities, including water, gas electrical, and telephone and other services and utilities used by County for the Premises and shall make payments directly to the utility company furnishing same. Lessor, however, shall make and maintain proper connections with any and all water, gas, sewer, and electrical lines on or serving the Premises and will continue the connections and service thereof during the term of this Agreement or any extension thereof.

14. JANITORIAL SERVICES. County shall be responsible for all janitorial services to the Premises including all janitorial supplies.

15. REPAIRS AND MAINTENANCE BY LESSOR. Lessor shall maintain the Premises including but not limited to its foundation, walls, partitions, roof, building exterior including doors and glass, floors, and the electrical, air conditioning, heating, ventilation, major plumbing repairs, water and sewage disposal systems, and shall provide all maintenance and repair required to be performed including pest and rodent control for the Premises. Lessor shall also be responsible for grounds and landscape maintenance, with the exception of landscaping and grounds maintenance of the Sheriff Training Academy's obstacle course area.

County shall be responsible for all routine building maintenance and at County's expense, keep the Premises in good condition and repair, including painting, repairing or replacing wall coverings, routine repairs of floors, walls, ceilings, plumbing fixtures and plumbing blockage within the Premises or from the Premises to a community line, light bulbs and applicable installation, and other parts of the leased Premises damaged or worn through normal occupancy. Lessor shall have no responsibility for interior painting after occupancy by County except as may be specifically provided elsewhere in this Agreement, or for maintenance which may be required by reason of neglect or misconduct of the County, its agents, servants, employees, contractors or patrons.

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INITIALS:
LESSOR: 
COUNTY: 

16. ENTRY BY LESSOR. Lessor may enter upon the Premises at all reasonable times to examine the condition thereof, and for the purpose of providing maintenance and making such repairs as Lessor is obligated to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by County on the Premises.

17. CONTINGENCY. None

18. ASSIGNMENT AND SUBLETTING. County shall not have the right to assign this Agreement and/or sublet the Premises.

19. DEFAULT OR BREACH. Except as otherwise provided, at any time one party to this agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If said default or breach is remedied within 30 days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within 30 days following such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition.

20. WAIVER. A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

21. PARTIES BOUND AND BENEFITTED. The covenants, terms, and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

22. TIME. Time is of the essence of this Agreement.

23. HOLD HARMLESS. County hereby indemnifies and defends Lessor against, and holds Lessor and its employees, agents and trustees harmless from, any loss or damage arising out of or relating to any death, bodily injury, or property damage resulting from, or in conjunction with, the maintenance, use or occupation in or about the leased Premises from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceedings brought thereon by County, County's agents, invitees, employees, contractors or patrons.



INITIALS:
LESSOR: 
COUNTY: 

24. **DESTRUCTION OF PREMISES.** If the Premises or the building in which the Premises are situated should be destroyed by any cause or declared unsafe or unfit for occupancy by any authorized public authority for any reason, either wholly or in such a degree as to impair County's use of said Premises, then all rent due under the terms of this Agreement shall cease as of the date of such destruction or declaration. If Lessor makes the necessary repairs within 180 days rendering the Premises as suitable and serviceable as they existed the day County occupancy commenced, no right of termination by the County shall exist. If repairs are not made within 180 days, the County may terminate this Agreement effective on the 180th day after said destruction by mailing written notice to Lessor of the County's intention to terminate. If during a period of partial destruction, the County should desire to continue occupancy, the rent shall be abated in the same ratio as the portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole Premises. Should the partial destruction of the Premises not be repaired within 180 days, the County shall have the option to terminate this Agreement or remain in possession at the reduced rent.

25. **CONDEMNATION.** If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, County shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If the County remains in possession, all of the terms hereof shall continue in effect, the rentals payable being reduced proportionately for the balance of the term of this Agreement. If such taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of the County shall belong to the County, and those payments attributable to the reversionary interest of the Lessor shall belong to the Lessor.

26. **HAZARDOUS SUBSTANCES.** Lessor agrees to indemnify, defend and hold County harmless from any claims, judgments, damages, penalties, fines, costs, liabilities or loss, including attorneys fees, consultant fees and expert fees which arise before, during or after the term of this Lease Agreement from or in connection with the presence or suspected presence of toxic or hazardous substances in the soil, groundwater on or under the Leased Premises unless the toxic or hazardous substances are present 1) solely as a result of the negligence or willful misconduct of County, or its employees or agents, or 2) from the County's use or possession of any and all adjacent properties, including the Camarillo Airport.

27. **CONDITION OF PREMISES UPON TERMINATION.** Upon the termination of this Agreement for any reason, County shall vacate the Premises and deliver same to Lessor in good order and condition, damage by the elements, fire, earthquake, falling objects and ordinary wear and tear excepted.

INITIALS:
LESSOR: 
COUNTY: 

28. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties hereto and no obligation other than those set forth herein will be recognized.

29. AGREEMENT MODIFICATION. This Agreement may be terminated, extended, or amended in writing by the mutual consent of the parties hereto. Such modification may be executed by the Director of Public Works Agency, or an authorized representative, on behalf of the County.

30. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

31. GENDER AND NUMBER. For the purpose of this Agreement, wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.


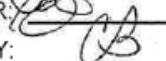
32. ARTICLE HEADINGS. Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

33. SPECIAL PROVISIONS. None.

34. NOTICES AND PAYMENTS. All notices required under this Agreement, including change of address, shall be in writing and all notices and payments shall be made as follows:

A. All payments and notices to Lessor shall be given or mailed to:

Ventura County Community College District
255 West Stanley Avenue, Suite 150
Ventura, CA 93001
Attn: General Services, Contract Division

INITIALS:
LESSOR: 
COUNTY: 

B. All payments and notices to County shall be given or mailed to:

County of Ventura
800 S Victoria Avenue
Ventura, CA 93009
Attn: Public Works Agency
Real Estate Services Department

Dated: 9-15-10

By 
"LESSOR"

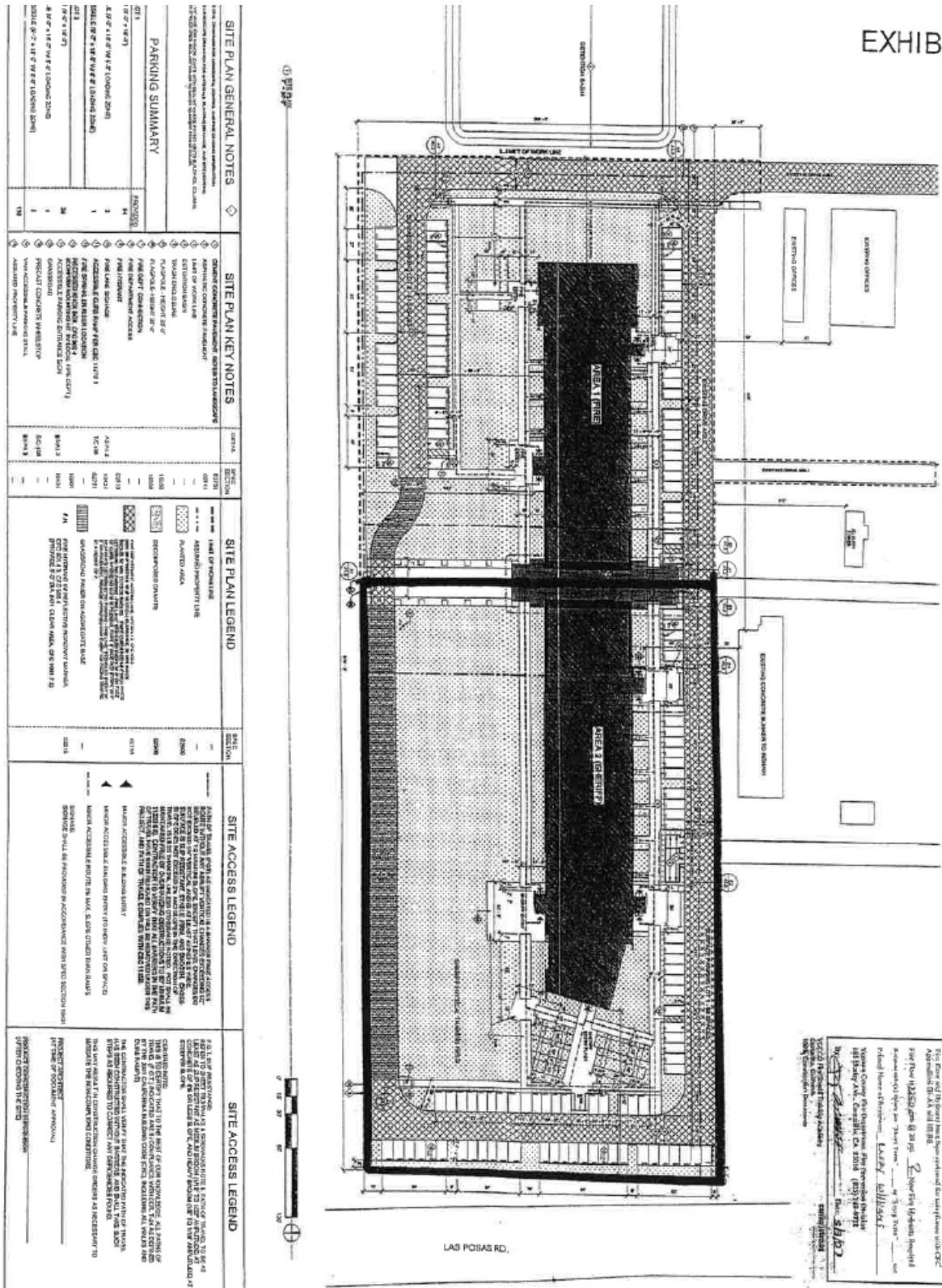
COUNTY OF VENTURA

Dated: 9-21-10

By Colleen Brunns
"COUNTY"

INITIALS:
LESSOR: 
COUNTY: CB

EXHIBIT A

[illegible]

carrierjohnson

2770 nyc cormick ave, cookestown tn 37026
phone 714.432.8756 | fax 714.432.8856

VCCCD FIRE / SHERIFF
TRAINING ACADEMY
Camarillo, California

Camarillo, California

Sheriff's Academy and Bond Measure 5

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**Lease Agreement with County of Ventura
Sheriff Academy Furniture Plan**

Room # Description	Qty	Description
Multi Purpose Rm #201A		
Tactics will take up half the space.	75	72" x 24" Folding Leg Tables
	4	96" x 24" Folding Leg Tables
	160	Molded Poly Stacking Seating
	2	Equipment AV Box
	1	Podium
	2	Portable White Boards
Storage Rm #202		
	11	Table Caddy
	20	Chair Caddy
	3	Tall Storage Cabinets
Custodial Rm #202A		
	1	Open Metal Shelving
Kitchen 203		
	1	Refrigerator (under-counter)
Classroom for 60 Rm #204		
	30	72" x 24" Folding Leg Table
	60	Molded Poly Stacking Seating
	1	Small Instructor Podium
	1	Equipment AV Box
	1	60" x 30" Desk with BFF Pedestal
	2	Task Chairs
	1	BFF Pedestal
	1	FF Pedestal
	1	96" x 48" Magnetic White Board
	1	84" X 48" Tack Board

EXHIBIT B
PAGE 2 OF 6

Room # Description	Qty	Description
Men's Locker Rm #205		
Classroom for 60 Rm # 206	30	72" x 24" Folding Leg Table
	60	Molded Poly Stacking Seating
	1	Small Instructor Podium
	1	Equipment AV Box
	1	60" x 30" Desk with BBF Pedestal
	2	Task Chairs
	1	BBF Pedestal
	1	FF Pedestal
	1	96" x 48" Magnetic White Board
	1	84" X 48" Tack Board
Men's Restroom Rm #207		
Storage RM #207A		
	6	Open Metal Shelving
Women's Restroom Rm #208		
Sergeant Office Rm #209		
	1	U-Shape Desk
	1	Task Chair
	1	File 3-high with Counter Top
	1	Bookcase with Counter Top
	1	Storage / Wardrobe Cabinet
	2	Guest Chairs

EXHIBIT B
PAGE 3 OF 6

Room # Description	Qty	Description
Basic Staff Office Rm #210	6	60" x 30" " L Shape Desks
	6	Task Chairs
	10	3 High 42" Shelf Files
	6	Counter High Sliding Door Cabinets
	3	Tall Storage Cabinets
	3	Tall lateral Files
	4	White Boards
Storage Rm #211	6	Open Metal Shelving
Force Options Simulators Rm #212	1	Small U Shape Desks with Overheads , Tack Board and Light
	2	2 High 42" Shelf Files
	1	3 Drawer Lateral File with Counter Top
	1	Magnetic White Board
	1	Tack Board
Vestibule Rm #231	3	Cabinets with Counters
Staff Men's Locker Rm #214		
Staff Women's Locker Rm #215		
IT Rm #215	2	Task Stools

EXHIBIT B
PAGE 4 OF 6

Room # Description	Qty	Description
A/V Edit Rm #217		
	1	High Tech Edit Desk
	2	Task Chairs
	1	60"x30" Desk
	4	Bookcases
	2	Tall Storage Cabinets
Reception Area Rm #218		
	1	U Shape Systems Reception Station for 2
	2	Task Chairs
	6	Guest Chairs
	2	End Table
Work Room Rm #219		
	1	Work Table
	1	Task Chair
Captain's Office Rm #220		
	1	U-Shape Desk
	1	Task Chair
	1	File 3-high with Counter Top
	1	Bookcase with Counter Top
	1	Storage /Wardrobe Cabinet
	1	Loveseat
	1	Coffee Table
	3	Guest Chairs

Rev. 9/14/2010

EXHIBIT B
PAGE 5 OF 6

Room # Description	Qty	Description
Instructor Office Rm #221		
	1	U-Shape Desk
	1	Task Chair
	1	File 3-high with Counter Top
	1	Bookcase with Counter Top
	1	Storage / Wardrobe Cabinet
	2	Guest Chairs
Staff Office R, #222		
	1	Long two person Work Station
	2	Task Chair
	1	Bookcase 3-high with Counter Top
	2	File 3-high with Counter Top
	2	Guest Chairs
File Room Rm #223		
	7	File 5-High Lateral Legal
	1	Work Table
	1	Task Chair
Conference Room Rm #224	224	
	1	Conference Table 192" -196"
	2	Credenza (Two metal cabinets with top)
	14	Conference Chairs

EXHIBIT B
PAGE 6 OF 6

Room # Description	Qty	Description
Storage Rm #225		
	3	Storage Cabinets
	6	Open Metal Shelving
Electric Room #227		
Gym Rm #228		
Physical Therapy Rm #228A		
	1	Medical Stool
	2	Counter high storage cabinets
Breakroom Rm # 229		
	4	Square Tables
	16	Molded Poly Stacking Seating
	1	Refrigerator
Storage Rm #231		
Driving Simulators Rm #232		
	4	72" Tables
	8	Simple Task Chairs
	1	L Shape Desk
	1	Staff Task Chair

AMENDMENT NUMBER ONE
Sheriff Department, 106 Durley Avenue, Camarillo

TO THAT CERTAIN LEASE AGREEMENT, by and between, Ventura County Community College District, as Lessor, and County of Ventura, as Lessee, hereinafter called "County".

WITNESSETH:

WHEREAS, Lessor and County entered into that certain Lease executed by Lessor on September 15, 2010 and executed by County on September 21, 2010, which set forth the terms and conditions under which Lessor leased to County an interest in the real property commonly referred to as 106 Durley Avenue, Camarillo, California, consisting of approximately 26,600 square feet, and;

WHEREAS, Lessor and County are desirous of modifying and amending the aforesaid Lease.

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

1. AMENDMENT TO LEASE AGREEMENT. The Lease Agreement is hereby amended as follows:

(A) Paragraph 6 of the Lease Agreement is amended to include the following:

(a). County may rekey the exterior and interior doors to their leased premises. County shall provide VCCCD with keys to the exterior doors and keys to Room 216 (IT Room) and Room 227 (Electrical Room).

(B) Paragraph 13 of the Lease Agreement is deleted in its entirety and replaced with the following:

13. UTILITIES. Lessor shall make and maintain property connections with any and all water, gas, sewer, and electrical lines on or serving the Premises and will continue the connections and service thereof during the term of this Agreement or any extension thereof. County shall pay for all utilities, including water, gas, electrical, and telephone and other services and utilities used by County for the Premises. With the exception of electrical services, County shall make payments directly to the utility company furnishing same. County shall reimburse VCCCD for County's proportionate share of electrical services to the premises. VCCCD shall contract with a professional service that will audit the Southern California Edison monthly invoices to determine County's proportionate share of electrical expenses which VCCCD will bill County accordingly.

(c) Exhibit B of the Lease Agreement is deleted in its entirety and replaced with the attached Exhibit B dated July 7, 2011.

ALL OTHER TERMS AND CONDITIONS of said Lease shall remain unchanged.

The above terms and conditions are hereby agreed to and acknowledged by affixing signatures below.

Dated

**VENTURA COUNTY COMMUNITY
COLLEGE DISTRICT**



Print Name: SUSAN JOHNSON

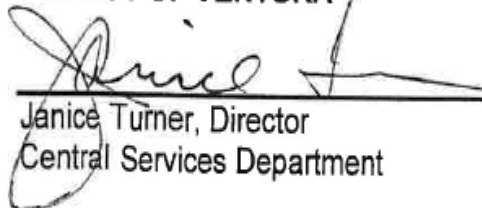
Title: VICE CHANCELLOR, BUSINESS

"LESSOR"

Dated

8/8/2011

COUNTY OF VENTURA



Janice Turner, Director
Central Services Department

"COUNTY"

EXHIBIT B
PAGE 1 OF 3Lease Agreement with County of Ventura
Sheriff Academy Furniture PlanExhibit B
Amended July 7, 2011

Any furniture removed from the building will be stored by VCCCD

Room # Description	Qty	Description
Multi Purpose Rm #201A		
Tactics will take up half the space.	50	72"x 24" Folding Leg Tables
	4	96" x 24" Folding Leg Tables
	100	Molded Poly Stacking Seating
	1	Podium
	2	Portable White Boards
Storage Rm #202		
	11	Table Caddy
	7	Chair Caddy
	3	Tall Storage Cabinets
Custodial Rm Rm #202A		
Kitchen 203		
Classroom for 60 Rm #204		
	30	72" x 24" Folding Leg Table
	60	Molded Poly Stacking Seating
	1	Small Instructor Podium
	1	60" x 30" Desk with BBF Pedestal
	2	Task Chairs
	1	BBF Pedestal
	1	96" x 48" Magnetic White Board
	1	84" X 48" Tack Board
Men's Locker Rm #205		
Classroom for 60 Rm # 206		
	30	72" x 24" Folding Leg Table
	60	Molded Poly Stacking Seating
	1	Small Instructor Podium
	1	60" x 30" Desk with BBF Pedestal
	2	Task Chairs
	1	BBF Pedestal
	1	96" x 48" Magnetic White Board
	1	84" X 48" Tack Board
Men's Restroom Rm #207		
Storage RM #207A		
Women's Restroom Rm #208		
Sergeant Office Rm #209		
	1	U-Shape Desk with Lateral File
	1	Task Chair
	1	Storage / Wardrobe Cabinet
	2	Guest Chairs

EXHIBIT B
PAGE 2 OF 3

Room # Description	Qty	Description
Basic Staff Office Rm #210		
	6	60" x 30" " L Shape Desks
	6	Task Chairs
	6	3 Shelf High Files with Laminate Tops
	6	Counter High Storage Cabinets with Laminate Tops
	2	Tall Storage Cabinets
	1	5 High Lateral File
	4	White Boards
Storage Rm #211		
	2	5 High Lateral Files
	6	Counter High Storage Cabinets with Laminate Tops
	1	Tall Storage Cabinet
Force Options Simulators Rm #212		
	1	L Shape Desk with Overheads , Tack Board and Light
	2	Counter High Storage Cabinets with Laminate Tops
	1	3 Drawer Lateral File with Laminate Top
	1	96" x 48" Magnetic White Board
	1	84" X 48" Tack Board
Vestibule Rm #231		
	3	Counter High Storage Cabinets with Laminate Tops
Staff Men's Locker Rm #214		
Staff Women's Locker Rm #215		
IT Rm #215		
	2	Task Stools
A/V Edit Rm #217		
	1	High Tech Edit Desk
	2	Task Chairs
	1	60"x30" Desk
	4	Bookcases
	2	Tall Storage Cabinets
Reception Area Rm #218		
	2	Task Chairs
	6	Guest Chairs
	1	End Table
Work Room Rm #219		
	1	Work Table
	1	Task Stool
Captain's Office Rm #220		
	1	U-Shape Desk with Lateral File and Wardrobe Cabinet
	1	Task Chair
	1	Loveseat
	1	End Table
	4	Guest Chairs

EXHIBIT B
PAGE 3 OF 3

Room # Description	Qty	Description
Instructor Office Rm #221		
	1	U-Shape Desk with Lateral File
	1	Task Chair
	1	Storage / Wardrobe Cabinet
	2	Guest Chairs
Staff Office R, #222		
	1	Workstation for two with Overheads and Task Lights
	2	Task Chair
	1	Bookcase 3-high with Laminate Top
	2	File 3-high with Laminate Top
Conference Room Rm #223		
	224	
	1	Conference Table with Power
	1	Credenza
	14	Conference Chairs
File Room Rm #224		
	7	File 5-High Lateral Legal
	1	Work Table
Storage Rm #225		
	3	Tall Storage Cabinets
Electric Room #227		
Gym Rm #228		
Physical Therapy Rm #228A		
	1	Medical Stool
	2	Counter high storage cabinets with Laminate Top
Breakroom Rm # 229		
	4	Square Tables
	16	Molded Poly Stacking Seating
	1	Refrigerator
Storage Rm #231		
Driving Simulators Rm #232		
	4	72" Tables
	8	Simple Task Chairs
	1	L Shape Desk
	1	Task Chair
Miscellaneous		
	15	Open Metal Shelving
revised 7/6/2011		