

**SCHOOL SUPPLEMENTAL
LAW ENFORCEMENT SERVICES AGREEMENT
FOR SPECIAL EVENTS
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT**

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This School Supplemental Law Enforcement Services Agreement for Special Events ("Agreement") is made and entered into this 1st day of July, 2017, by and between the County of Los Angeles ("County") and the WILLIAM S. HART UNION HIGH SCHOOL DISTRICT ("School").

RECITALS

- (a) Whereas, the School is desirous of contracting with the County for the performance of as-needed supplemental law enforcement services for special events by the Los Angeles County Sheriff's Department ("Sheriff's Department") to assist in providing safety, security, and order on or near school sites at regular or extracurricular school functions commensurate with the substantial problems and unusual needs presented by each function, including inter-scholastic athletic events, dances, and other school activities; and
- (b) Whereas, for the purpose of preserving public safety, the County is agreeable to rendering such services to the School, in excess of the basic level of services customarily provided by the Sheriff's Department, if any, on the terms and conditions set forth in this Agreement; and
- (c) Whereas, this Agreement is authorized by Section 56 3/4 of the Charter of the County of Los Angeles, California Government Code sections 53060 and 53069.8, and/or California Education Code section 35160.

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

1.0 SCOPE OF SERVICES

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide

as-needed supplemental law enforcement services to the School during regular and extracurricular school functions on or near the school sites to the extent and in the manner set forth in this Agreement and according to plans for safety and security developed and approved by the Sheriff of the County of Los Angeles or his authorized representative(s), and the school principal(s) or other authorized representative(s) of the School requesting such supplemental law enforcement services.

- 1.2 To request for supplemental law enforcement services under this Agreement, the School shall contact the local Sheriff's Station Operations personnel or such other personnel designated by the Sheriff's Department.
- 1.3 In response to a request for supplemental law enforcement services by the School, the parties shall develop an agreed upon plan for safety and security which shall include, but shall not be limited to, date(s) of service, hours of operation, number of personnel to be provided by County for a particular school function, classification of personnel, and specific duties of personnel, if any. All such plans for safety and security shall be incorporated herein by this reference.
- 1.4 Except as otherwise specifically set forth in this Agreement, such supplemental law enforcement services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California.
- 1.5 The supplemental law enforcement services contemplated herein shall not reduce the normal and regular ongoing law enforcement services, if any, that the County would otherwise provide to School under a School Law Enforcement Services Agreement for School Resource Deputy Program.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

- 2.2 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the School shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the School.
- 2.3 With regard to sections 2.1 and 2.2 above, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 Notwithstanding any other provision of this Agreement, the Sheriff may, at any time, cancel the provision of supplemental law enforcement services for any school function if the Sheriff concludes that the Sheriff has insufficient available personnel to perform both the supplemental law enforcement services requested by the School and the Sheriff's other duties as required by law. In such cases, the Department shall provide notice to the School as soon as reasonably practical.
- 2.5 All School employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the School and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No School employees shall become employees of the County.
- 2.6 The School shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said School. Except as herein otherwise specified, the School shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the School.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 As requested by the School, supplemental law enforcement services under this Agreement may be performed by deputy personnel and/or supervisory personnel.
- 3.2 As requested by the School, the Sheriff's Department shall provide personnel, if available, to perform services under this Agreement as set forth in the agreed upon plan for safety and security per Section 1.3 of this Agreement.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing the requested supplemental law enforcement services, County shall furnish and supply all labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of supplemental law enforcement services to be rendered under this Agreement.
- 4.2 Notwithstanding the foregoing, the School may provide additional resources for the County to utilize in performance of the supplemental law enforcement services.
- 4.3 When and if both parties to this Agreement mutually as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the School or at School schools which would not normally be provided by the Sheriff, the School shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, electricity, water, and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said School, such local office or building may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the School, provided, however, that the performance of such outside duties shall not be at any additional cost to the School.
- 4.5 It is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said School, the same shall be supplied by the School at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The School shall indemnify, defend, and hold harmless the County, its Special Schools, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the School's acts and/or omissions arising from and/or relating to this Agreement.
- 5.2 The County shall indemnify, defend, and hold harmless the School, its Special Schools, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.
- 5.3 Without limiting the School's indemnification of the County, the County shall provide and maintain a program of liability insurance, which includes comprehensive general liability and comprehensive auto liability coverage, a program of self-insurance, or any combination thereof, at County's sole option and discretion, to satisfy the County's indemnity obligations under this Agreement.

6.0 TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2017, and shall terminate June 30, 2022, unless sooner terminated or extended in whole or in part as provided for herein.

7.0 RIGHT OF TERMINATION

- 7.1 This Agreement may be terminated by either party at any time, with or without cause, by providing ten (10) calendar days advance written notice to the other party.
- 7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party

shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

- 8.1 For and in consideration of the rendition of the supplemental law enforcement services to be performed by the County for the School under this Agreement, the School shall pay the County for said services provided by County under the terms of this Agreement at the appropriate and prevailing overtime hourly billing rates set forth on Exhibit A, School Supplemental Law Enforcement Services Form SH-AD 575, as established by the County Auditor-Controller.
- 8.2 The overtime hourly billing rates set forth on Exhibit A, School Supplemental Law Enforcement Services Form SH-AD 575, shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be attached to this Agreement as an Amendment consistent with Section 10.0, Amendments, of this Agreement to reflect the change in overtime hourly billing rates each fiscal year.
- 8.3 The overtime hourly billing rates for classifications of personnel requested by the School and not otherwise set forth on Exhibit A, School Supplemental Law Enforcement Form SH-AD 575, shall be determined by the County Auditor-Controller in accordance with its policies and procedures.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff, shall render to the School a summarized invoice which covers all services performed during said month, and the School shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 9.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon.
- 9.3 In the event of any disputed amounts, the School shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall

memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

- 9.4 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Section 9.2 and Section 9.3 above.
- 9.5 Notwithstanding the provisions of California Government Code section 907, if payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after date of the invoice or the date of memorialized resolution, then the County may satisfy such indebtedness, including interest thereon, from any funds of the School on deposit with the County without giving further notice to the School of the County's intention to do so.

10.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County Board of Supervisors and the School. Notwithstanding, the Sheriff or his designee shall be authorized to execute, on behalf of the County, all plans for safety and security and those Amendments and/or supplemental agreements referenced in Sections 8.2 and 9.3 of this Agreement.

11.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

12.0 AUTHORIZATION WARRANTY

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

13.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

14.0 NOTICES

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

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Captain Andrew H. Rosso
211 W. Temple St., 7th Floor
Los Angeles, California 90012

Notices to the School shall be addressed as follows:

ATTN: _____

15.0 VALIDITY

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

16.0 WAIVER

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

17.0 ENTIRE AGREEMENT

This Agreement, including Exhibit A, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 10.0, Amendments, of this Agreement and signed by both parties.

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IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of Los Angeles County, and the School has caused this Agreement to be executed on its behalf by its duly authorized officer, on the dates written below.

COUNTY OF LOS ANGELES

By _____
Jim McDonnell, Sheriff

Date _____

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

By _____
Name, Title

Date _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SCHOOL SUPPLEMENTAL LAW ENFORCEMENT SERVICES FORM SH-AD 575

SCHOOL: WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

FISCAL YEAR: 2017- 2018

EFFECTIVE DATE: July 1, 2017

Classification

Overtime Hourly Billing Rate

Sergeant	\$115.70
Deputy Bonus I	\$95.40
Deputy Generalist	\$87.83

Rates include 3% Liability

PREPARED BY: Sgt. Rudy Sanchez

DATE: 7/1/17

APPROVED BY:

SCHOOL REPRESENTATIVE: "I certify that I am authorized to execute this Exhibit A on behalf of the SCHOOL."
DATE: _____