

**SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT
FOR SCHOOL RESOURCE DEPUTY PROGRAM
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
WILLIAM S. HART UNION SCHOOL DISTRICT**

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This School Law Enforcement Services Agreement for School Resource Deputy Program ("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 SCHOOL DISTRICT ("School").

RECITALS

- (a) Whereas, the Los Angeles County Sheriff's Department ("Sheriff's Department") operates a School Resource Deputy Program which provides full-time law enforcement services to schools and school districts within Los Angeles County; and
- (b) Whereas, the School is desirous of contracting with the County for the performance of law enforcement services by the Sheriff's Department as described herein; and
- (c) Whereas, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and
- (d) 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 law enforcement services for the School to the extent and in the manner set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the

County and the statutes of the State of California.

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 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.
- 2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be a representative of the School while performing such service for the School, as long as the service is within the scope of this Agreement.
- 2.6 The WILLIAM S. HART UNION SCHOOL DISTRICT 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, law enforcement services under this Agreement may be performed by dedicated deputy personnel and/or dedicated supervisory personnel.
- 3.2 As requested by the School, the Sheriff's Department shall provide personnel to perform services under this Agreement as set forth in Exhibit A, School Law Enforcement Services Form SH-AD 575, of this Agreement.
- 3.3 A new Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be authorized and signed annually by the School and the Sheriff or his designee on or before July 1, and attached hereto as an Amendment to this Agreement, to reflect the level of service for the upcoming Agreement year.
- 3.4 Should the School request a change in the level of service other than pursuant to the annual July 1 readjustment, an additional Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be signed and authorized by the School and the Sheriff or his designee and attached hereto as an Amendment to this Agreement, to reflect the revised level of service.
- 3.5 The most recent dated and signed Exhibit A, School Law Enforcement Services Form SH-AD 575, attached to this Agreement shall be the staffing level in effect between the County and the School.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and

supplies necessary to maintain the agreed level of service to be rendered hereunder.

- 4.2 Notwithstanding the foregoing, the School may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement mutually agree as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the School or at schools which would not normally be provided by the Sheriff's Department, 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 School, 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 School, 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 or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2019, unless sooner terminated or extended in whole or in part as provided for herein. The term of this Agreement may be extended for up to three (3) additional one-year periods, subject to prior approval by the County Board of Supervisors.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) calendar days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the School may terminate this Agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the School's notice to the County.
- 7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least sixty (60) calendar days before the date specified for such termination.
- 7.4 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 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 billing rates set forth on Exhibit A, School Law Enforcement Services Form SH-AD 575, as established by the County Auditor-Controller.
- 8.2 The billing rates set forth on Exhibit A, School 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 billing rates each fiscal year.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff's Department, 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, those Amendments and/or supplemental agreements referenced in Sections 3.3, 3.4, 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.
Los Angeles, California 90012

Notices to the School shall be addressed as follows:

WM. S. Hart UHSD
21380 CENTRE POINTE PARKWAY
SANTA CLARITA, CA 91350

ATTN: Kathy Hunter

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 supersedes 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 SCHOOL DISTRICT

By Vicki Engbrecht, Superintendent
Name, Title

Date 6-21-17

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SCHOOL DISTRICT LAW ENFORCEMENT SERVICES

SCHOOL DISTRICT: WILLIAM S. HART UNION SCHOOL DISTRICT

FISCAL YEAR: 2017-2018

EFFECTIVE DATE: 1-Jul-17

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	DEPUTY SHERIFF SERVICE UNIT	5.5000	5.5000	0.0000	
	DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL)	0.0000	0.0000	0.0000	
	SERGEANT	0.0000	0.0000	0.0000	

DEPLOYMENT SURVEY

STATION ASSIGNED TO	CAMPUS	DEPUTY	BONUS 1	SERGEANT	CSO/LET
SANTA CLARITA	Canyon High/Sierra Vista JHS	1.0000			
SANTA CLARITA	Hart High/Placerita JHS	1.0000			
SANTA CLARITA	Saugus High/Arroyo Seco JHS	1.0000			
SANTA CLARITA	Valencia High/Rio Norte JHS	1.0000			
SANTA CLARITA	Golden Valley/Bowman/La Mesa	1.0000			
SANTA CLARITA	West Ranch/Rancho Pico/Castaic	0.5000			

REPORT PREPARED BY: Sergeant Rudy Sanchez

DATE: 7/1/2017

APPROVED BY: _____

DATE: _____

STATION COMMANDER

APPROVAL BY: *Robert Engbrecht*

DATE: 6-21-17

SCHOOL DISTRICT OFFICIAL "I certify that I am authorized to make this change on behalf of the School District"

PROCESSED AT CLEB BY: _____

DATE: _____

BILLING MEMO REQUIRED:

NO	YES
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DATE SENT TO CHIEF'S OFFICE: _____

"BLUE" REQUIRED:

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SH-AD 575 (REV. 6/16)

WILLIAM S. HART UNION SCHOOL DISTRICT

REV: 6/16