County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

June 29, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

AGREEMENT FOR LAW ENFORCEMENT AND SECURITY SERVICES BETWEEN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AND THE LOS ANGELES COUNTY OFFICE OF EDUCATION (1ST DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Contract for Student Support Services with the Los Angeles County Office of Education to assist students in the back to school transition after being suspended from Lassalette (K-8), Sparks Middle School, and Sierra Vista Middle School, located in the Hacienda/La Puente School District, at an estimated cost of $103,465.00 which is fully funded by a grant obtained by the Los Angeles County Office of Education.

2. Instruct the Chairman of the Board of Supervisors to sign the Contract with the Los Angeles County Office of Education.

3. Authorize the Sheriff to provide the requested services to the Los Angeles County Office of Education.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this contract is to provide the Los Angeles County Office of Education with law enforcement and security services, effective August 1, 2003 through June 30, 2004, to assist students in returning to school after being suspended. The Deputy Sheriff would assist program coordinators with supervising students who are performing community service and providing security during class instruction; the deputy would

also assist the schools in providing counseling and support services to students returning to school after being suspended.

The Los Angeles County Office of Education has obtained funding for the Fiscal Year 2003-2004 to implement the Los Angeles County Community Services Program. Upon approval of the Contract by the Board of Supervisors, the Sheriff's Department will be fully reimbursed by the Los Angeles County Office of Education for services rendered.

Implementation of Strategic Plan Goals

This recommended action promotes the Board-approved County Vision Statement by sharing the position of aspiring to be recognized through our achievements as the model for civic innovation and having the capability to undertake programs that have public value.

As part of the Board's commitment to the County of Los Angeles, your approval of the recommended action would enhance Los Angeles County's Strategic Plan, Goal 5: Children and Families' Well-Being, by maintaining a law enforcement presence in the schools located in the Hacienda/La Puente School District. The Sheriff's Department would assist in providing suspended students with reflection exercises, character education, community service placements, and the overall implementation of the Los Angeles County Community Services Program, which helps curtail juvenile crime.

FISCAL IMPACT/FINANCING

There is no net County cost to this contract. The Los Angeles County Office of Education shall pay the Sheriff's Department for the said services according to the appropriate and prevailing billing rates, as determined by the Auditor-Controller for Fiscal Year 2003-2004.

Based on current projections, the Los Angeles County Office of Education will offset the cost for services in the amount of $103,465.00 for the duration of the contract for one School Resource Deputy Sheriff. During the time that school is not in session, the Deputy Sheriff will be redeployed to fill vacancies, due to staff shortages or variances, in the unincorporated area of Industry Station to reduce the amount of overtime spent and assist with the Youth Activities League Program (YAL).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Los Angeles County Office of Education has determined that assistance is required to implement its Community Service Grant Program. The Los Angeles County Community Service Grant Program is designed to assist students in the back to school transition after being suspended by the school administration. On March 16, 2004, the Los Angeles County Office of Education approved the Contract with the County of Los Angeles for one School Resource Deputy Sheriff. This agreement has been approved by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This contract will have a positive impact on current law enforcement services in the Hacienda/La Puente Unified School District area by addressing the needs of students who are suspended from Lassalette (K-8), Sparks Middle School, and Sierra Vista Middle School. The students will be provided with reflection exercises, character education, community service placements, and the overall implementation of the Los Angeles County Community Services Program which helps curtail juvenile crime.

CONCLUSION

Upon approval by your Board, the Department requests that your Board please provide two (2) originally executed agreements of this action. The Department's contact for this requested Board action is Contract Law Enforcement Bureau, Captain Edward Rogner, (323) 526-5737.

Respectfully submitted,

LEROY D. BACA
SHERIFF

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Revised 3/5/04

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR
CONSULTANT SERVICES
STUDENT SUPPORT SERVICES

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

The County of Los Angeles, through the LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, whose mailing address is 4700 Ramona Boulevard, Monterey Park, California 91514, hereinafter referred to as "Contractor," mutually agree as follows:

1. BASIS OF CONTRACT AND SCOPE OF WORK

LACOE's division of Student Support Services has determined that assistance is required to implement its Community Service Grant Program, as specified in Exhibit A attached hereto and incorporated herein by this reference, at middle schools within the Hacienda-La Puente Unified School District. Contractor has the required background, training and expertise to perform the work to be done and agrees to do so in accordance with the terms and conditions of this Contract. All work shall be coordinated with LACOE's project director who is Bill Ybarra.

2. TERM AND TERMINATION OF CONTRACT

This Contract is effective October 1, 2003 and shall remain in effect through June 30, 2004. The Contract may be amended by mutual written consent of the parties and may be terminated by LACOE upon thirty (30) days advance written notification.

3. PAYMENT

LACOE shall pay Contractor an amount not to exceed One Hundred Three Thousand Three Hundred Ten Dollars ($103,310.00) for work performed hereunder. Any work performed by the Contractor in excess of this amount shall be considered as having been done at no additional cost to LACOE, unless this Contract is so amended by written amendment. Payment shall be made quarterly upon completion and acceptance of the work performed and within thirty (30) days of receipt of an approved

invoice. Invoices shall be submitted to the attention of the Accounts Payable Unit.

4. INDEMNIFICATION

Each party shall indemnify, defend and hold harmless the other party, and its Special Districts, 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 indemnifying party's acts and/or omissions arising from and/or relating to this Agreement.

5. INSURANCE

Contractor shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect Contractor and LACOE as their interests may appear.

6. FAILURE TO COMPLY

In the event the Contractor fails to perform in accordance with the indemnification, or insurance requirement clauses of this Contract, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

7. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, the Contractor is an independent contractor and not an officer, employee or agent of LACOE. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

8. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, the Contractor agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

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9. RECORD RETENTION AND INSPECTION

The Contractor agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the Contractor and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

10. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

11. SEVERABILITY

11.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

11.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

12. ASSIGNMENT

The Contractor shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof or any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, the Contractor shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom Contractor intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

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13. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

14. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

15. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

16. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE: Procurement Services Manager - Contracts
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, Room 153, Clark Building
Downey, CA 90242-2890

Contractor: Mailing Address as shown above

17. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the Contractor, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that the Contractor's employees and/or employees of subcontractors will have more than limited contact with LACOE pupils in the performance of the work of the Contract.

18. TOBACCO-FREE WORKPLACE

The Contractor hereby agrees to comply with the Los Angeles County Board of Education's Policy 3515.1 which states: "It is the intention of the office to provide a smoke-free workplace within all buildings owned or leased by the office commencing June 30, 1995."

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19. ALCOHOL AND DRUG-FREE WORKPLACE

The Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020(a).

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By _____
Jacquie Brown
Procurement Services Officer

Date 3/16/04
cek/1-7
Board 1/20/04

COUNTY OF LOS ANGELES

By _____
Don Knabe
Chair, Board of Supervisors

Date _____

Indicate Federal Tax I.D. Number:

95-6000927

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk
Los Angeles County
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

_____
Senior Deputy Counsel

Exhibit A

Community Service Grant Program Components

The Los Angeles County Community Service Grant Program is designed to assist students successfully transition back into school after being suspended by the school administration. The following four services must be provided by the contractor when a student is suspended from school: 1) assist Program Coordinators with supervision of students performing community service; 2) provide security during class instruction; 3) assist in reflection and debriefing sessions after suspension; and 4) coordinate with the schools in providing the student with counseling and support services when transitioning back after being suspended.