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

LEROY D. BACA, SHERIFF

February 1, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
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 (SECOND DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board of Supervisors to sign the attached multi-year general law enforcement agreement between the Los Angeles County Sheriff's Department and the Los Angeles County Office of Education (LACOE) for the period of July 1, 2004, to June 30, 2007.

2. Authorize the Sheriff to provide the requested services to LACOE.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to gain your Board's approval for the Sheriff's Department to provide law enforcement and security services to LACOE. Los Angeles County Charter Section 56-3/4 and the State of California Education Code, Section 35160, 35160.1 (a) (b) and 35160.2, allows for contracts between counties and districts for the performance of district functions by the County of Los Angeles.

Implementation of Strategic Plan Goals

This recommended action conforms with Los Angeles County's Strategic Plan, Goal 6: Community Services, by providing law enforcement services in a collaborative effort to promote community wellness through intervention and prevention programs for youths in Los Angeles County. This action also conforms to Goal 4: Fiscal Responsibility, by strengthening the County's fiscal capacity through additional resources acquired from this agreement.

FISCAL IMPACT/FINANCING

None. There is no net County cost to this agreement due to offsetting revenue from LACOE. The rates, as determined by the Auditor-Controller, recover all direct and indirect overhead costs. LACOE will reimburse the County of Los Angeles for all costs associated with law enforcement and security services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LACOE approved this agreement for services until the year 2007.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no anticipated impact on current law enforcement services.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer, Board of Supervisors, return two originally executed agreements, by the Chairman of the Board, to the Sheriff's Department, Contract Law Enforcement Bureau, for further processing.

Sincerely,

LEROY D. BACA
SHERIFF

AGREEMENT FOR PROVIDING LAW ENFORCEMENT SERVICES
TABLE OF CONTENTS
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT & THE LOS ANGELES COUNTY OFFICE OF EDUCATION

PARAGRAPH	TITLE	PAGE
RECITALS		2
1.0	CONTRACT AUTHORIZATION	3
2.0	ADMINISTRATION OF PERSONNEL	3
3.0	DEPLOYMENT OF PERSONNEL	5
4.0	PERFORMANCE OF CONTRACT	5
5.0	INDEMNIFICATION	6
6.0	TERM OF CONTRACT	7
7.0	RIGHT OF TERMINATION	7
8.0	CONTRACT SUM	8
9.0	PAYMENT PROCEDURES	8
10.0	AUTHORIZATION WARRANTY	9
11.0	ENTIRE AGREEMENT	9
SIGNATURES		10

LOS ANGELES COUNTY OFFICE OF EDUCATION- L.A.COUNTY LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only, _____ _____, 2004, is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the LOS ANGELES COUNTY OFFICE OF EDUCATION, hereinafter referred as "LACOE."

RECITALS:

(a) The Los Angeles County Office of Education is desirous of contracting with the County for necessary and additional law enforcement services in a collaborative effort to promote community wellness through intervention and prevention programs for youths in Los Angeles County.

(b) The County of Los Angeles is agreeable to rendering necessary and additional law enforcement services and assistance through the County Sheriff's Department in excess of the basic level of services customarily provided by said department for the public purpose of preserving public safety.

(c) Such contracts are authorized and provided for by the Charter of the County of Los Angeles, Section 56-3/4, and in the State of California Education Code, Sections 35160, 35160.1 (a) (b) and 35160.2.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide to LACOE supplementary law enforcement services for mutually identified community service programs and worksites, including necessary personnel and equipment, according to a plan developed and approved by the Sheriff of the County of Los Angeles or his authorized representative(s), and authorized representative(s) of LACOE.

1.2 Except as otherwise specifically set forth in this Agreement, such additional 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, and shall not reduce the normal and regular ongoing service that the County would otherwise provide if the County did not enter into this agreement for supplemental law enforcement services.

1.3 No addition or variation of the terms of this Agreement shall be valid unless made in writing by both parties.

2.0 ADMINISTRATION OF PERSONNEL

2.1 Notwithstanding any other provision of this agreement, the Sheriff may cancel the providing of services for any activity if he concludes that he has insufficient available personnel to provide the services requested by LACOE, and to perform his other duties as required by law. In such cases, the Department shall provide notice as soon as practical.

2.2 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.

2.3 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the extent of service or manner of performance of such service, the determination thereof made by the Sheriff of the County or his authorized representative(s) shall be final and conclusive as between the parties hereto.

2.4 With regard to sections 2.2 and 2.3, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

2.5 All LACOE employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of LACOE 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 LACOE employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by LACOE and County.

2.6 LACOE 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 LACOE. Except as herein otherwise specified, LACOE 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 LACOE.

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 contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

3.1 LACOE may request law enforcement services in the field of public safety, law, or related fields within the legal power of the Sheriff to provide.

3.2 The specific service(s) to be provided shall be set forth in a Side Letter for each program, to be signed by the Sheriff and LACOE's authorized representative and affixed to this Agreement. The Side Letter shall provide the name of the program, the program description, the program's dates of service, the type and number of personnel requested, and the duty statement for each requested personnel. Execution of the Side Letter for the requested service(s) shall only occur after authorized signatures have been obtained from both parties and after LACOE has secured funding for the identified program.

4.0 PERFORMANCE OF CONTRACT

4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the contracted services to be rendered hereunder.

4.2 Notwithstanding the foregoing, LACOE may provide additional resources for the County to utilize in performance of these services.

4.3 When and if both parties to this contract concur as to the necessity of maintaining a law enforcement headquarters within LACOE which would not normally be provided by the Sheriff, LACOE shall furnish at its own cost and expense all necessary office space, and the Sheriff shall have authority to negotiate with LACOE regarding which

entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.

4.4 It is expressly further understood that in the event a local office or building is maintained in said LACOE facilities, such quarters may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of LACOE, provided, however, that the performance of such outside duties shall not be at any additional cost to LACOE.

4.5 Notwithstanding the foregoing, 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 LACOE, the same shall be supplied by LACOE at its own cost and expense.

5.0 INDEMNIFICATION

5.1 Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party's employees or agents in the performance of this Agreement. Each party shall indemnify, defend, and save harmless the other party, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with either party's operations, or services hereunder, including any worker's compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement. If liability is imposed pursuant to Section 830, et seq., of the Government Code, by reason of a dangerous condition of public property of LACOE, LACOE shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action,

loss, costs, or expenses caused by any condition of LACOE property and any negligent or wrongful act or omission of LACOE officers, agents and employees, in any way connected with such condition of LACOE property.

5.2 Without limiting LACOE's indemnification of the County, the County shall provide and maintain a program of liability insurance, consisting of self-insurance, providing Comprehensive General Liability and Comprehensive Auto Liability insurance. The current rate for this liability insurance is 3% of the total gross billing.

6.0 TERM OF CONTRACT

6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2004 and shall remain in effect until June 30, 2007.

6.2 At the option of the Board of Supervisors and with the consent of LACOE's authorized representative, this agreement may be renewable for successive periods not to exceed three years each.

7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this Agreement by giving thirty (30) days written notice. The parties may terminate this Agreement at anytime in writing by mutual agreement.

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 CONTRACT SUM

8.1 LACOE shall pay for the services provided under the terms of this service agreement at the rates established by the Auditor-Controller. The rates shall be readjusted by the County Auditor-Controller annually effective July 1st of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.

8.2 LACOE shall be billed based on the services provided, as agreed to in Section 3.2.

9.0 PAYMENT PROCEDURES

9.1 The County, through the Sheriff of the County of Los Angeles, shall render to LACOE within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and LACOE shall pay the County therefore within thirty (30) 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 thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon.

9.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.

9.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of LACOE on deposit with the County without giving further notice to LACOE of County's intention to do so.

9.5 Payment for said services shall be made by check or money order payable to: c/o Los Angeles County Sheriff's Department, Post Office Box 512816, Los Angeles, California 90051-0816.

10.0 AUTHORIZATION WARRANTY

10.1 The person executing this Contract on behalf LACOE warrants that he or she is an authorized agent who has actual authority to bind LACOE to each and every term, condition, and obligation of this Contract, and that all requirements of LACOE have been fulfilled to provide such actual authority.

11.0 ENTIRE AGREEMENT

11.1 This writing embodies the whole of this Agreement. There are no oral or other agreements between the parties other than those expressed therein. No addition or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

//

//

//

//

//

//

//

//

//

//

AGREEMENT BETWEEN

LOS ANGELES COUNTY OFFICE OF EDUCATION – L.A. COUNTY

WITNESS WHEREOF, the Los Angeles County Sheriff's Department and the Los Angeles County Office of Education have caused this Agreement to be subscribed by their duly authorized representatives.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By_____
Jacquie Brown
Procurement Services Officer

Date 7/4/05

COUNTY OF LOS ANGELES

By_____
Gloria Molina
Chair, Board of Supervisors

Date_____

Federal Tax I.D. #: 95-6000927

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

By: _____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

_____
Senior Deputy Counsel