LEROY D. BACA, SHERIFF

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

A Tradition of Service

May 29, 2012

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

Dear Supervisors:

APPROVAL OF SCHOOL DISTRICT LAW ENFORCEMENT SERVICES AGREEMENT AND SCHOOL DISTRICT SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks approval of the School District Law Enforcement Services Agreement (District Agreement) and the School District Supplemental Law Enforcement Services Agreement (Supplemental Agreement) by and between the County of Los Angeles (County) and various school districts for the provision of law enforcement services (enforcement services) on school campuses.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached District Agreement, effective upon execution by the Sheriff through June 30, 2017, unless sooner terminated or extended, for the provision of enforcement services on school campuses through the Department's School Resource Deputy Program (School Program).

2. Delegate authority to the Sheriff to execute District Agreements, substantially similar to the attached District Agreement, with school districts in the County requesting such services, effective upon execution by the Sheriff through June 30, 2017, unless sooner terminated or extended.

3. Approve the attached Supplemental Agreement, effective upon execution by the Sheriff through June 30, 2017, unless sooner terminated or extended, for the provision of as-needed supplemental enforcement services during regular or extracurricular school functions at or near school campuses.

4. Delegate authority to the Sheriff to execute Supplemental Agreements, substantially similar to the

attached Supplemental Agreement, with school districts in the County requesting such supplemental enforcement services, effective upon execution by the Sheriff through June 30, 2017, unless sooner terminated or extended.

5. Delegate authority to the Sheriff to execute any and all amendments to the District and Supplemental Agreements, ensuring any negative fiscal impact to the County is avoided.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the boilerplate District Agreement and Supplemental Agreement (Agreements) and delegate authority to the Sheriff to execute Agreements with various school districts in the County for the period through June 30, 2017.

The Department's School Program has provided dedicated enforcement services to various school districts within the County for approximately 14 years. Fifteen school districts currently participate in the School Program. The School Program includes 1 sergeant, 1 bonus deputy, and 32 deputy sheriffs from 10 different patrol stations.

The school districts have also requested that the County, through the Department, provide supplemental enforcement services for special events held after hours at various school campuses (i.e. football games, carnivals, graduations, etc). The number of spectators and vehicles that attend these events require supplemental enforcement services to provide adequate police protection and traffic control.

These supplemental enforcement services will also be provided to school districts that are not otherwise a party to the District Agreement under the Department's School Program.

Implementation of Strategic Plan Goals

The Agreements are consistent with the County's Strategic Plans: Goal 1, Operational Effectiveness; Goal 2, Children, Family, and Adult Well-Being; Goal 3, Community and Municipal Services; and Goal 5, Public Safety, by effectively opening avenues of communication between the school districts administration, faculty, student body, the community, the Department, and emergency services. These Agreements enable the deputies to provide necessary resources to handle problems unique to school campuses. Deputies assist the school districts with the implementation of programs designed to help thwart school violence, provide a safe learning environment, and provide public safety. Deputies coordinate and train with patrol stations, the fire department, and school administrators on a regular basis to prepare for a number of possible disasters including natural disasters, campus violence, and terrorism.

FISCAL IMPACT/FINANCING

Under the terms of the Agreements, the school districts shall pay the Department for the services at the prevailing annual personnel rates determined by the County Auditor-Controller, pursuant to the policies adopted by your Board.

Fiscal Year (FY) 2012-13 aggregate estimates for the School Program are $5,194,285. These revenues will be collected from the school districts in the form of monthly payments that are equivalent to one-twelfth of the annual contract sum.

Based upon the previous FY 2010-11 revenues, the annual revenue for school district supplemental enforcement services is estimated at $334,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The school districts within the County desire to continue their participation in the School Program and the receipt of as-needed supplemental enforcement services.

The Agreements commence upon execution by the Sheriff and shall terminate on June 30, 2017, unless sooner terminated or extended. Either party may terminate an Agreement with or without cause with ten days advance written notice. The billing rates are subject to change on July 1 of each year pursuant to any cost adjustments determined by the County Auditor-Controller. The Agreements provide for mutual indemnification by the parties and the County shall provide liability insurance or a program of self-insurance to satisfy its indemnity obligations under the Agreements.

The attached boilerplate Agreements have been approved as to form by County Counsel.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This request is a renewal of existing programs and will have no impact on current unincorporated area services.

CONCLUSION

Upon approval by your Board, please provide two certified copies of the Board-adopted letter to the Department's Contract Law Enforcement Bureau, Captain Bruce Fogarty.

Sincerely,

LEROY D. BACA
Sheriff

LDB:TNO:tno

Enclosures

SCHOOL DISTRICT LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND

_____

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SCHOOL DISTRICT LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND

_____

This School District Law Enforcement Services Agreement, hereinafter referred to as "Agreement," is entered into this ____ day of _____, 2012, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the _____, hereinafter referred to as "District."

RECITALS

(a) Whereas, the Los Angeles County Sheriff's Department, hereinafter referred to as "Sheriff's Department," operates a School Resource Deputy Program which provides law enforcement services to school districts within Los Angeles County; and

(b) Whereas, the District is desirous of contracting with the County for the performance of law enforcement services by the Sheriff's Department as described herein; and

(b) Whereas, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and

(c) Whereas, this Agreement is authorized by the Section 56 3/4 of the Charter of the County of Los Angeles, California Government Code Section 53060, and 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 District 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 District shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the District.

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 District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the District 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 District 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 an officer or employee of the District while performing such service for the District, as long as the service is within the scope of this Agreement and is a District function.

2.6 The 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 District. Except as herein otherwise specified, the District 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 District.

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 District, law enforcement services under this Agreement may be performed by dedicated deputy personnel and/or dedicated supervisory personnel.

3.2 As requested by the District, the Sheriff's Department shall provide personnel to perform services under this Agreement as set forth in Exhibit A, School District Law Enforcement Services Form SH-AD 575 SD, of this Agreement.

3.3 A new Exhibit A, School District Law Enforcement Services Form SH-AD 575 SD, shall be authorized and signed annually by the District and the Sheriff or his designee each 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 District request a change in the level of service other than pursuant to the annual July 1 readjustment, an additional Exhibit A, School District Law Enforcement Services Form SH-AD 575 SD, shall be signed and authorized by the District 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 District Law Enforcement Services Form SH-AD 575 SD, attached to this Agreement shall be the staffing level in effect between the County and the District.

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 District 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 District or at District schools which would not normally be provided by the Sheriff's Department, the District 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 District, 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 District, provided, however, that the performance of such outside duties shall not be at any additional cost to the District.

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 District, the same shall be supplied by the District at its own cost and expense.

5.0 INDEMNIFICATION

5.1 The District shall indemnify, defend, and hold harmless the County, 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 District's acts and/or omissions arising from and/or relating to this Agreement.

5.2 The County shall indemnify, defend, and hold harmless the District, 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 County's acts and/or omissions arising from and/or relating to this Agreement.

5.3 Without limiting the District'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 its indemnity obligations under this Agreement.

6.0 TERM OF AGREEMENT

The term of this Agreement shall commence upon execution by the Sheriff and shall terminate June 30, 2017, unless sooner terminated or extended in whole or in part as provided for herein.

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 District 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 District's notice to the County.

7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) 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 District under this Agreement, the District 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 District Law Enforcement Services Form SH-AD 575 SD, as established by the County Auditor-Controller.

8.2 The billing rates set forth on Exhibit A, School District Law Enforcement Services Form SH-AD 575 SD, 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 District within ten (10) calendar days after the close of each calendar month a summarized invoice which covers all services performed during said month, or such time periods as otherwise agreed to between the parties in writing. The District 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 District 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 District on deposit with the County without giving further notice to the District 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 District. 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 District represents and warrants that the person executing this Agreement for the District is an authorized agent who has actual authority to bind the District to each and every term, condition, and obligation of this Agreement and that all requirements of the District 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: Unit Commander
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754

Notices to the District shall be addressed as follows:

[DISTRICT]

_____
_____
_____
_____

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.

SCHOOL DISTRICT LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
_____

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 District 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 _____
Leroy D. Baca, Sheriff

Date _____

[DISTRICT]

By _____
Title:

Date _____

APPROVED AS TO FORM:
John F. Krattli
Acting County Counsel

By _____
Deputy County Counsel

SCHOOL DISTRICT SUPPLEMENTAL
LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND

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SCHOOL DISTRICT SUPPLEMENTAL
LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND

_____

This School District Supplemental Law Enforcement Services Agreement, hereinafter referred to as "Agreement," is entered into this ____ day of _____, 2012, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the _____, hereinafter referred to as "District."

RECITALS

(a) Whereas, the District is desirous of contracting with the County for the performance of supplemental law enforcement services by the Los Angeles County Sheriff's Department, hereinafter referred to as "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 District, 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 section 53060, and 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

supplemental law enforcement services to the District during regular and extracurricular school functions on or near District 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 District requesting such supplemental law enforcement services.

1.2 To request for supplemental law enforcement services under this Agreement, District 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 District, 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 District under a School District Law Enforcement Services Agreement.

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 District shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the District.

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 District and the Sheriff's other duties as required by law. In such cases, the Department shall provide notice to the District as soon as reasonably practical.

2.5 All District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the District 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 District employees shall become employees of the County.

2.6 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 an officer or employee of the District while performing such service for the District, as long as the service is within the scope of this Agreement and is a District function.

2.7 The 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 District. Except as herein otherwise specified, the District 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 District.

2.8 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 District, supplemental law enforcement services under this Agreement may be performed by deputy personnel and/or supervisory personnel.

3.2 As requested by the District, 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 District 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 District or at District schools which would not normally be provided by the Sheriff, the District 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 District, 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 District, provided, however, that the performance of such outside duties shall not be at any additional cost to the District.

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 District, the same shall be supplied by the District at its own cost and expense.

5.0 INDEMNIFICATION

5.1 The District shall indemnify, defend, and hold harmless the County, 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 District's acts and/or omissions arising from and/or relating to this Agreement.

5.2 The County shall indemnify, defend, and hold harmless the District, 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 County's acts and/or omissions arising from and/or relating to this Agreement.

5.3 Without limiting the District'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 its indemnity obligations under this Agreement.

6.0 TERM OF AGREEMENT

The term of this Agreement shall commence upon execution by the Sheriff and shall terminate June 30, 2017, 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) 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 District under this Agreement, the District 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 District Supplemental Law Enforcement Services Form SH-AD 575 SD, as established by the County Auditor-Controller.

8.2 The overtime hourly billing rates set forth on Exhibit A, School District Supplemental Law Enforcement Services Form SH-AD 575 SD, 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 District and not otherwise set forth on Exhibit A, School District Supplemental Law Enforcement Services Form SH-AD 575 SD, 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 District within ten (10) calendar days after the close of each calendar month a summarized invoice which covers all services performed during said month, and the District 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 District 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 District on deposit with the County without giving further notice to the District 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 District. 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 District represents and warrants that the person executing this Agreement for the District is an authorized agent who has actual authority to bind the District to each and every term, condition, and obligation of this Agreement and that all requirements of the District 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: Unit Commander
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754

Notices to the District shall be addressed as follows:

[DISTRICT]

_____
_____
_____
_____

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.

SCHOOL DISTRICT SUPPLEMENTAL
LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
_____

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 District 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 _____
Leroy D. Baca, Sheriff

Date _____

[DISTRICT]

By _____
Title:

Date _____

APPROVED AS TO FORM:
John F. Krattli
Acting County Counsel

By _____
Deputy County Counsel

Exhibit A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SCHOOL DISTRICT SUPPLEMENTAL LAW ENFORCEMENT SERVICES
FORM SH-AD 575 SD

SCHOOL DISTRICT: _____

FISCAL YEAR: 2012- 2013 **EFFECTIVE DATE:** July 1, 2012

Classification	Overtime Hourly Billing Rate
Sergeant	$105.93
Deputy Bonus I	$87.74
Deputy Generalist	$80.70

PREPARED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____

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