**LAW ENFORCEMENT SERVICES AGREEMENT**

This Law Enforcement Services Agreement ("Agreement") is dated _____ ("Effective Date") and is between _____ ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

**Recitals**

A. Contractor desires to contract with County for the performance of law enforcement functions by the County through its Sheriff's Office.

B. County agrees, through its Sheriff's Office, to render such services, on the terms and conditions set forth in this Agreement.

The parties therefore agree as follows:

## Article 1

## County's Services

1.1 **Scope of Services.** The County agrees, through its Sheriff's Office, to provide law enforcement services at activities and events sponsored by Contractor, as requested in writing by Contractor and agreed to in writing by County, through its Sheriff's Office. Such services shall only encompass duties and functions of the type coming within the jurisdiction and customarily rendered by the Sheriff under the County's Charter and California law.

1.2 **Event Location and Date.** The event shall be held at _____ on _____.

1.3 **Level of Service.** The minimum level of service that will be provided by the County shall be assignment of ___ officers, and County expressly reserves the right to assign more officers at the sole discretion of the Sheriff and at the expense of Contractor. The County expressly reserves the right, through its Sheriff's Office, to assign more personnel at the sole discretion of the Sheriff's Office, at the expense of the Contractor, with notice to Contractor. Upon such notification, Contractor may, at its election, cancel the request for service for that particular event or activity.

1.4 The Sheriff may use either deputy sheriffs or reserve officers at this discretion in providing the services to Contractor under this Agreement.

1.5 Decisions regarding the rendition of such services, the standards of service, the discipline of officers, and other matters incident to the performance of services and the control of Sheriff's Office personnel shall remain with the County. In the event of dispute between the parties as to the extent of the duties and functions to be performed under this Agreement, or the level or manner of performance of such services, the Sheriff's determination shall be final and conclusive.

1.6 Services provided under this Agreement shall include, if requested by Contractor, any services in the field of public safety, law enforcement or traffic enforcement, or related fields within the power of the Sheriff to provide.

**Article 2**

**Contractor Responsibilities**

2.1 Contractor shall pay to County the cost to County of performing the services under the terms of this Agreement, as further described in Article 3.

2.2 Contractor agrees to pay the current County hourly overtime rate per deputy or other officer assigned for the services under this Agreement, as adopted by the County Board of Supervisors.

2.3 Minimum contracted event hours shall include ½ hour driving time per officer each way for each event. The minimum contracted event hours shall be ___ hours for each of the ___ deputies and additional staffing shall be at least __ hours compensated per additional deputy assigned.

2.4 Nothing in this Agreement or law enforcement services performed by County at Contractor's events or activities is intended to limit or eliminate Contractor's use of private security for general event security and crowd monitoring.

**Article 3**

**Compensation, Invoices, and Payments**

3.1 Contractor agrees to pay for a total of ____ hours of services on _____ (date), which will be provided by ___ deputies during the event in the hours of _____(time). Deputies shall be at the event between _____ (time), with ½ hour driving time per

officer allotted to and from the event. Contractor shall pay for the minimum contracted hours for ___ deputies for a minimum of total ___ hours each at the overtime rate of ___ per hour. Following completion of the event, County shall bill Contractor for the actual personnel cost incurred by the County, through its Sheriff's Office, which may be more or less than the cost listed above.

3.2 **Administrative Expenses.** Contractor agrees to reimburse the Sheriff's Office for miscellaneous administrative costs in the amount of _____.

3.3 **Invoices.** County shall invoice Contractor in one lump sum for the number of hours of service rendered. Invoices shall be addressed to Contractor at the address specified in Section 5.1.

3.4 **Payment.** Contractor shall pay each correctly completed and timely submitted invoice within 30 days after receipt. Payment shall be addressed to County at the address specified in Section 5.1.

## Article 4

## Term of Agreement

4.1 **Term.** This Agreement is effective on the Effective Date and terminates on final payment to County following conclusion of Contractor's event.

## Article 5

## Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

**For the County:**
Fresno County Sheriff's Office
Attn: Business Office
P.O. Box 1788

**For the Contractor:**
_____
_____
_____

5.2 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

## Article 6

## Termination and Suspension

6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may terminate this Agreement.

6.2 **Termination without Cause.** The County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.3 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

## Article 7

## Indemnity and Defense

7.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

7.2 **Survival.** This Article 7 survives the termination or expiration of this Agreement.

## Article 8

## General Terms

8.1 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

8.2 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.

8.3 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

8.4 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

8.5 **Days.** Unless otherwise specified, "days" means calendar days.

8.6 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

8.7 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

8.8 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement.

8.9 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

8.10 **Authorized Signature.** The Contractor represents and warrants to the County that:

(A) The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement.

8.11 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

8.12 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[*SIGNATURE PAGE FOLLOWS*]

The parties are signing this Agreement on the date stated in the introductory clause.

| [NAME OF CONTRACTOR] | COUNTY OF FRESNO |
| --- | --- |
| _____ | _____ |
| [Name], [Title] | [Name], Sheriff-Coroner-Public Administrator |
| [Street Address]<br>[City, State ZIP] | |

For accounting use only:

Org No.:
Account No.:
Fund No.:
Subclass No.: