

1 **A G R E E M E N T**

2
3 THIS AGREEMENT is made and entered into this 25th day of September, 2018, by and between
4 the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as
5 "COUNTY", and CENTRAL UNIFIED SCHOOL DISTRICT, a SCHOOL, whose address is 4605 N. POLK
6 AVENUE, FRESNO, CA 93722 hereinafter referred to as "SCHOOL." COUNTY and SCHOOL may be
7 collectively referred to herein as "Parties" or in the singular as "Party."

8 W I T N E S S E T H:

9 WHEREAS, SCHOOL desires to secure law enforcement services from the COUNTY, through the
10 Fresno County Sheriff-Coroner's Office; at Central High School West Campus, located at 2045 N.
11 Dickenson Avenue, Fresno, CA 93723 (referred to herein as the "Premises"); and

12 WHEREAS, COUNTY agrees to render such law enforcement services at the Premises on the
13 terms and conditions hereinafter set forth, and SCHOOL agrees to pay COUNTY the cost of performing
14 such services at the Premises at the rates and under the terms and conditions herein set forth.

15 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein
16 contained, the parties hereto agree as follows:

17 1. OBLIGATIONS OF THE SCHOOL

18 A. Special Events Services: SCHOOL acknowledges, agrees, and represents that
19 SCHOOL events that require law enforcement services which occur or take place outside of normal
20 school operations and hours, or which are authorized by permit at the Premises, are not included in the
21 General Law Enforcement Services set forth in 2.A., below, and are "Special Events Service(s)."
22 SCHOOL shall notify Sheriff-Coroner' at least thirty (30) days in advance of the need for any such
23 Special Events Service(s) if and when SCHOOL desires COUNTY to provide law enforcement services
24 at such an event. In the event COUNTY provides Special Events Service(s), such services may include
25 intervention, prevention, education, and/or law enforcement activities that are agreeable between
26 COUNTY and SCHOOL. The Fresno County Sheriff-Coroner or her/his designee, acting on behalf of the
27 COUNTY, is authorized to agree to provide some or all, to or decline to provide any, of the Special
28

Events Service(s) requested by SCHOOL. Special Events Service(s) are chargeable to SCHOOL at the rates identified in Exhibit A.

B. The performance of General Law Enforcement Services and Special Event Services, including the standards of performance, the discipline of officers, and all other matters incident to the performance of law enforcement services and the control of law enforcement personnel, shall be the right and responsibility of COUNTY. In the case of dispute between the Parties as to the extent, duties, or functions to be rendered under this Agreement, or the minimum level or manner of such performance of such services, the determination made by the COUNTY, through its Sheriff-Coroner, or her/his designee, shall be final and conclusive.

2. OBLIGATIONS OF THE COUNTY

A. General Law Enforcement Services: COUNTY agrees its Sheriff-Coroner's Office will provide, within the limitations of this Agreement, law enforcement services consisting of one (1) Deputy Sheriff include intervention, prevention, education, and law enforcement activities at the Premises during normal school hours and operations, between August 15, 2018, and June 13, 2019.

3. TERM

This Agreement shall become effective on the 15th day of August, 2018 and shall terminate on the 13th day of June, 2019.

4. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the SCHOOL thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

1 C. Without Cause - Under circumstances other than those set forth above, and for any
2 reason whatsoever, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days
3 advance written notice of an intention to terminate to SCHOOL. The Fresno County Sheriff-Coroner, or
4 her/his designee, is authorized to terminate this Agreement, pursuant to this subsection 4.C.

5 5. COMPENSATION/INVOICING:

6 A. SCHOOL shall pay COUNTY the cost of performing General Law
7 Enforcement Services at the Premises, as set forth in Section 1. B., above, at the applicable
8 rate for such services identified in Exhibit A. COUNTY will provide up to 1,440 hours of
9 General Law Enforcement Services. In addition, SCHOOL shall pay COUNTY for Special
10 Events Service(s), as set forth in Section 1. B., above, as agreed upon by COUNTY and
11 SCHOOL, at the applicable rate for such services identified in Exhibit A. The hourly rates
12 sets forth in Exhibit A are the rates set forth in the County's Master Schedule of Fees for
13 General Law Enforcement and Special Events Service(s) in effect upon the Parties'
14 execution of the Agreement. The parties agree that upon any thirty (30) days written notice
15 from COUNTY to SCHOOL of a revision in the County's Master Schedule of Fees, such rate
16 change(s) will automatically be incorporated into this Agreement and will become the new
17 rates to be paid by SCHOOL to COUNTY under this Agreement. The Fresno County
18 Sheriff-Coroner, or her/his designee, will be the person to give notice on behalf of COUNTY
19 of any revision in the County's Master Schedule of Fees.

20 B. COUNTY shall submit monthly invoices to SCHOOL within fifteen (15)
21 days of the last calendar day of each month for which General Law Enforcement
22 Services and/or Special Event Services are performed. SCHOOL shall pay COUNTY
23 within thirty (30) calendar days of receipt of any such invoice. Any payment made more
24 than 30 days after receipt of the invoice may result in contract termination of service
25 reduction, in the sole discretion of the Fresno County Sheriff-Coroner, with any penalty or
26 recourse against COUNTY.

27 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
28 assumed by COUNTY under this Agreement, it is mutually understood and agreed that COUNTY, including

any and all of the COUNTY'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the SCHOOL. Furthermore, SCHOOL shall have no right to control or supervise or direct the manner or method by which COUNTY shall perform its work and function. However, SCHOOL shall retain the right to administer this Agreement so as to verify that COUNTY is performing its obligations in accordance with the terms and conditions thereof.

SCHOOL and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

The Parties shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Parties shall be solely responsible and save the other Party harmless from all matters relating to payment of each Party's employees, including compliance with Social Security withholding and all other regulations governing such matters.

7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

9. HOLD HARMLESS: SCHOOL agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by SCHOOL, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of SCHOOL, its officers, agents, or employees under this Agreement.

COUNTY agrees to indemnify, save, hold harmless and, at SCHOOL's request, defend the SCHOOL, its officers, agents and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to SCHOOL in connection with the performance, or failure to perform by COUNTY, its officers, agent, or employees under this Agreement.

10. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from SCHOOL or any third parties, SCHOOL, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this Agreement.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

If SCHOOL employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

E. Molestation

Sexual abuse / molestation liability insurance (including but not limited to corporal punishment liability, sexual abuse and molestation liability, and child abduction liability) with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

Additional Requirements Relating to Insurance

SCHOOL shall obtain endorsements to the Commercial General Liability insurance naming the

1 County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured,
2 but only insofar as the operations under this Agreement are concerned. Such coverage for additional
3 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
4 COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
5 provided under SCHOOL's policies herein. This insurance shall not be cancelled or changed without a
6 minimum of thirty (30) days advance written notice given to COUNTY.

7 Within Thirty (30) days from the date SCHOOL signs and executes this Agreement, SCHOOL shall
8 provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as
9 required herein, to the County of Fresno, (Name and Address of the official who will administer this
10 Agreement), stating that such insurance coverage have been obtained and are in full force; that the County
11 of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that
12 such Commercial General Liability insurance names the County of Fresno, its officers, agents and
13 employees, individually and collectively, as additional insured, but only insofar as the operations under this
14 Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and
15 any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall
16 be excess only and not contributing with insurance provided under SCHOOL's policies herein; and that this
17 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
18 given to COUNTY.

19 In the event SCHOOL fails to keep in effect at all times insurance coverage as herein provided, the
20 COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the
21 occurrence of such event.

22 All policies shall be issued by admitted insurers licensed to do business in the State of California,
23 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
24 FSC VII or better.

25 11. AUDITS AND INSPECTIONS: The SCHOOL shall at any time during business hours, and
26 as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its
27 records and data with respect to the matters covered by this Agreement. The SCHOOL shall, upon request
28 by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure

SCHOOL'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), COUNTY and SCHOOL shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

12. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Fresno County Sheriff-Coroner
Attention: Business Office
2200 Fresno Street
Fresno, CA 93721

SCHOOL

Central Unified School District
Attention: Eliseo Cuellar
4605 N. Polk Avenue
Fresno, CA 93722

All notices between the COUNTY and SCHOOL provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

1 14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
2 SCHOOL and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
3 negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any
4 nature whatsoever unless expressly included in this Agreement.

5 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
6 first hereinabove written.

7
8 **CENTRAL UNIFIED SCHOOL DISTRICT**

COUNTY OF FRESNO

9
10 _____
(Authorized Signature)

Sal Quintero, Chairperson of the Board
of Supervisors of the County of Fresno

11
12 _____
Kelly Porterfield, Assistant Superintendent,
CBO

13 _____
4605 N. POLK AVENUE
14 _____
FRESNO, CA 93722

15 _____
Mailing Address

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

16
17
18
19
20 By: _____
Deputy

21 FOR ACCOUNTING USE ONLY:

22 ORG No.: 31113964
Account No.: 4975
23 Requisition No.: N/A

“Exhibit A”

I. General Law Enforcement Services, One Deputy

SCHOOL agrees to pay COUNTY for providing general law enforcement services via one deputy as follows:

A. One Deputy Sheriff Position at the rate of \$106.46 per hour for 288 hours ($\$106.46 \times 288$ hours = \$30,660.48) for the period of August 15, 2018 to September 30, 2018. The cost for the one scheduled Deputy position will be paid monthly, in two (2) equal payments of \$15,330.24, a total of \$30,660.48.

B. One Deputy Sheriff Position at the rate of \$110.78 per hour for 1,152 hours ($\$110.78 \times 1,152$ hours = \$127,618.56) for the period of October 1, 2018 to June 13, 2019. The cost for the one scheduled Deputy position will be paid monthly, in eight (8) equal payments of \$15,952.32, a total of \$127,618.56.

The COUNTY will invoice the SCHOOL on a monthly basis, August through June. The amount payable under this agreement shall not exceed \$30,660.48 for the period of August 15, 2018 to September 30, 2018 and \$127,618.56 for the period of October 1, 2018 to June 13, 2019 for the overall total of \$158,279.04 unless both parties agree on additional services for special events.

II. Special Events Service Levels

SCHOOL agrees to pay COUNTY for providing special event service levels agreed upon by SCHOOL and SHERIFF as follows:

A. \$60.43 Per hour, Per Deputy

For the period of August 15, 2018 to September 30, 2018

B. \$65.44 Per hour, Per Deputy

For the period of October 1, 2018 to June 13, 2018

Special Events will be billed as consumed.