

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

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

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

10 2. OBLIGATIONS OF THE COUNTY

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

15 3. TERM

16 This Agreement shall become effective on the 15<sup>th</sup> day of August, 2018 and shall terminate on the  
17 13<sup>th</sup> day of June, 2019.

18 4. TERMINATION

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

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

- 25 1) An illegal or improper use of funds;
- 26 2) A failure to comply with any term of this Agreement;
- 27 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 28 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

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

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

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

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

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

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

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

28 10. INSURANCE

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

5 A. Commercial General Liability

6 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
7 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
8 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
9 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
10 liability or any other liability insurance deemed necessary because of the nature of this Agreement.

11 B. Automobile Liability

12 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
13 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
14 used in connection with this Agreement.

15 C. Professional Liability

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

19 D. Worker's Compensation

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

22 E. Molestation

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

27 Additional Requirements Relating to Insurance

28 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

1 SCHOOL'S compliance with the terms of this Agreement.

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

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

7 COUNTY

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

SCHOOL

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

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

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

27 The rights and obligations of the parties and all interpretation and performance of this  
28 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.