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3 **AGREEMENT**

4 THIS AGREEMENT is made and entered into this 25th day of February, 2020, by and between the
5 COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as
6 "COUNTY", and CENTRAL UNIFIED SCHOOL DISTRICT, whose address is 4605 N. POLK AVENUE,
7 Fresno, CA 93722, hereinafter referred to as "CENTRAL USD." COUNTY and CENTRAL USD may be
8 collectively referred to herein as "Parties" or in the singular as "Party."

9 WITNESSETH:

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

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

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

18 1. SERVICES PROVIDED BY COUNTY

19 A. General Law Enforcement Services: COUNTY agrees its Sheriff's Office will
20 provide, within the limitations of this Agreement, law enforcement services consisting of one Deputy
21 Sheriff as set forth in Exhibit A, attached hereto and incorporated herein by this reference, for up to
22 1,440 hours of services for each school year. Duties to be performed by the Deputy Sheriff include
23 intervention, prevention, education, and law enforcement activities at the Premises during normal school
24 hours and operations, between mid-August and the end of June of every year.

25 B. Special Events Services: CENTRAL USD acknowledges, agrees, and represents
26 that SCHOOL events that require law enforcement services which occurs or take place outside of
27 normal school operations and hours, which are authorized by permit at the Premises, are not included in
28 the General Law Enforcement Services set forth in 1.A and are instead "Special Events Service(s)."
SCHOOL shall notify the Sheriff's Office at least thirty (30) days in advance of the need for any such

1 Special Events Service(s) if and when CENTRAL USD desires COUNTY to provide law enforcement
2 services at such an event. In the event COUNTY provides Special Events Service(s), such services may
3 include intervention, prevention, education, and/or law enforcement activities that are agreeable
4 between COUNTY and CENTRAL USD. The Fresno County Sheriff's Office or her or his designee,
5 acting on behalf of the COUNTY, is authorized to agree to provide some or all, to or decline to provide
6 any, of the Special Events Service(s) requested by CENTRAL USD. Special Events Service(s) are
7 chargeable to CENTRAL USD at the rates identified in Exhibit A.

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

15 2. TERM

16 The term of this Agreement shall be for a period of three (3) years, commencing on August 14,
17 2019 through and including June 30, 2022. This Agreement may be extended for two (2) additional
18 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days
19 prior to the first day of the next twelve (12) month extension period. The Sheriff or her or his designee is
20 authorized to execute such written approval on behalf of COUNTY based on CENTRAL USD'S satisfactory
21 performance.

22
23 3. TERMINATION

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

28 B. Breach of Contract - The COUNTY may immediately suspend or terminate this

1 Agreement in whole or in part, where in the determination of the COUNTY there is:

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

6 C. Without Cause - Under circumstances other than those set forth above, this
7 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
8 intention to terminate to CENTRAL USD.

9 4. COMPENSATION/INVOICING:

10 A. CENTRAL USD shall pay COUNTY the cost of performing General Law Enforcement
11 Services at the Premises, as set forth in Section 1.A, above, at the applicable rate for such services as
12 delineated in Exhibit A. CENTRAL USD will compensate COUNTY for a total of 1,440 hours of General
13 Law Enforcement Services each school year for the term of this Agreement, to be paid over ten (10)
14 payments for one-hundred-forty four (144) hours per payment. The total hours for the school year may be
15 change before the school term, upon written approval of both parties no later than thirty (30) days prior to
16 the beginning of the school term.

17 B. As indicated in Exhibit A, the hourly rates to be charged by COUNTY, and
18 subsequently paid by CENTRAL USD, are the rates set forth in the County's Master Schedule of Fees,
19 Charges, and Recovered Costs, Section 2609, subdivision (a), for Regular (i.e. General Law Enforcement
20 Services) and Overtime (i.e. Special Law Enforcement Services) rates, in place at the time the services are
21 provided. The parties agree that if and when the Master of Schedule of Fees, Charges, and Recovered
22 Costs, Section 2609, subdivision (a), is amended, changed, or revised, in any way that changes the rates
23 being charged for the services identified in this Agreement, that the new rates will be charged by COUNTY,
24 and paid by CENTRAL USD, for any services provided pursuant to this Agreement, from the date of the
25 amendment, change, or revision, going forward. The parties further agree that if and when the Master of
26 Schedule of Fees, Charges and Recovered Costs is amended, changed, or revised, in any way that
27 changes the rates being charged for the services identified in this Agreement, such amended, changed, or
28 revised rate will automatically and without any notice to CENTRAL USD be incorporated into this

1 Agreement, replacing any contrary or conflicting rate, from the effective date of the amendment, change, or
2 revision in the rate(s), and will become the new rate to be paid by CENTRAL USD to COUNTY for services
3 provided, from the effective date of the rate change forward. The parties acknowledge that the County's
4 Master Schedule of Fees, Charges, and Recovered Costs is subject to change.

5 C. COUNTY shall submit monthly invoices to CENTRAL USD and CENTRAL USD shall
6 pay COUNTY within thirty (30) calendar days of receipt of any such invoice. At the expiration or termination
7 of this Agreement, COUNTY may, in the discretion of Sheriff or her or his designee, submit a final invoice
8 for all amounts then unpaid, including any remaining, unpaid portion of the 1,440 hours of General Law
9 Enforcement Services, and CENTRAL USD shall pay the full amount of this final invoice within thirty (30)
10 days of receipt thereof. Any payment made more than 30 days after receipt of an invoice may result in
11 contract termination or service reduction, in the sole discretion of the Fresno County Sheriff's Office, without
12 any penalty or recourse against COUNTY.

13 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed
14 by COUNTY under this Agreement, it is mutually understood and agreed that COUNTY, including any and
15 all of the COUNTY'S officers, agents, and employees will at all times be acting and performing as an
16 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
17 employee, joint venturer, partner, or associate of the CENTRAL USD. Furthermore, CENTRAL USD shall
18 have no right to control or supervise or direct the manner or method by which COUNTY shall perform its
19 work and function. However, CENTRAL USD shall retain the right to administer this Agreement so as to
20 verify that COUNTY is performing its obligations in accordance with the terms and conditions thereof.

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

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

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

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

3 8. HOLD HARMLESS: CENTRAL USD agrees to indemnify, save, hold harmless, and at
4 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
5 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
6 resulting to COUNTY in connection with the performance, or failure to perform, by CENTRAL USD, its
7 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
8 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
9 or corporation who may be injured or damaged by the performance, or failure to perform, of CENTRAL
10 USD, its officers, agents, or employees under this Agreement.

11 COUNTY agrees to indemnify, save, hold harmless, and at CENTRAL USD's request, defend the
12 CENTRAL USD, its officers, agents, and employees from any and all costs and expenses, damages,
13 liabilities, claims, and losses occurring or resulting to CENTRAL USD in connection with the performance,
14 or failure to perform, by COUNTY, its officers, agents, or employees under this Agreement, and from any
15 and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
16 firm, or corporation who may be injured or damaged by the performance, or failure to perform, of COUNTY,
17 its officers, agents, or employees under this Agreement.

18 9. INSURANCE

19 Insurance Requirements Related to CENTRAL USD

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

24 A. Commercial General Liability

25 Commercial General Liability Insurance with limits of not less than Two Million Dollars
26 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
27 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
28 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal

1 liability or any other liability insurance deemed necessary because of the nature of this contract.

2 B. Automobile Liability

3 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
4 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
5 used in connection with this Agreement.

6 C. Professional Liability

7 If CENTRAL USD employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
8 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
9 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

10 D. Worker's Compensation

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

13 E. Molestation

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

18 Additional Requirements Relating CENTRAL USD Insurance

19 CENTRAL USD shall obtain endorsements to the Commercial General Liability insurance naming
20 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
21 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
22 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
23 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
24 provided under CENTRAL USD's policies herein. This insurance shall not be cancelled or changed without
25 a minimum of thirty (30) days advance written notice given to COUNTY.

26 CENTRAL USD hereby waives its right to recover from COUNTY, its officers, agents, and
27 employees any amounts paid by the policy of worker's compensation insurance required by this
28 Agreement. CENTRAL USD is solely responsible to obtain any endorsement to such policy that may be

1 necessary to accomplish such waiver of subrogation, but CENTRAL USD's waiver of subrogation under
2 this paragraph is effective whether or not CENTRAL USD obtains such an endorsement.

3 Within Thirty (30) days from the date CENTRAL USD signs and executes this Agreement,
4 CENTRAL USD shall provide certificates of insurance and endorsement as stated above for all of the
5 foregoing policies, as required herein, to the County of Fresno, Sheriff's Business Office, 2200 Fresno
6 Street, Fresno, CA 93721 , stating that such insurance coverage have been obtained and are in full force;
7 that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on
8 the policies; that for such worker's compensation insurance the CENTRAL USD has waived its right to
9 recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance
10 policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability
11 insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as
12 additional insured, but only insofar as the operations under this Agreement are concerned; that such
13 coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance,
14 maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with
15 insurance provided under CENTRAL USD's policies herein; and that this insurance shall not be cancelled
16 or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

23 Insurance Requirements Related to COUNTY

24 Without limiting the CENTRAL USD's right to obtain indemnification from COUNTY or any third
25 parties, COUNTY, at its sole expense, shall maintain in full force and effect, the following insurance
26 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
27 Joint Powers Agreement (JPA) throughout the term of the Agreement:
28

1 thirty (30) days advance written notice given to CENTRAL USD.

2 COUNTY hereby waives its right to recover from CENTRAL USD, its officers, agents, and
3 employees any amounts paid by the policy of worker's compensation insurance required by this
4 Agreement. COUNTY is solely responsible to obtain any endorsement to such policy that may be
5 necessary to accomplish such waiver of subrogation, but COUNTY's waiver of subrogation under this
6 paragraph is effective whether or not COUNTY obtains such an endorsement.

7 Within Thirty (30) days from the date COUNTY signs and executes this Agreement, COUNTY shall
8 provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as
9 required herein, to the Central Unified School District, Business Office, 4605 N. Polk, Fresno, CA 93722,
10 stating that such insurance coverage have been obtained and are in full force; that the Central Unified
11 School District, its officers, agents and employees will not be responsible for any premiums on the policies;
12 that for such worker's compensation insurance the COUNTY has waived its right to recover from the
13 CENTRAL USD, its officers, agents, and employees any amounts paid under the insurance policy and that
14 waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names
15 the Central Unified School District, its officers, agents and employees, individually and collectively, as
16 additional insured, but only insofar as the operations under this Agreement are concerned; that such
17 coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance,
18 maintained by CENTRAL USD, its officers, agents and employees, shall be excess only and not
19 contributing with insurance provided under COUNTY's policies herein; and that this insurance shall not be
20 cancelled or changed without a minimum of thirty (30) days advance, written notice given to CENTRAL
21 USD.

22 In the event COUNTY fails to keep in effect at all times insurance coverage as herein provided, the
23 CENTRAL USD may, in addition to other remedies it may have, suspend or terminate this Agreement upon
24 the occurrence of such event.

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

28

1 10. AUDITS AND INSPECTIONS: The CENTRAL USD shall at any time during business hours,
2 and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of
3 its records and data with respect to the matters covered by this Agreement. The CENTRAL USD shall,
4 upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
5 necessary to ensure CENTRAL USD'S compliance with the terms of this Agreement.

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

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

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	Central Unified School District
Sheriff-Coroner-Public Administrator	Attention: District Administrator
2200 Fresno Street	4605 N. Polk Avenue
Fresno, CA 93721	Fresno, CA 93722
Attention: Business Office	Attention: Business Office
FAX No.: 559-488-3699	FAX No.: 559-276-2983

15 All notices between the COUNTY and CENTRAL USD provided for or permitted under this
16 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
17 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
18 personal service is effective upon service to the recipient. A notice delivered by first-class United States
19 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
20 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
21 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
22 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
23 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
24 completed outside of COUNTY OR CENTRAL USD business hours, then such delivery shall be deemed to
25 be effective at the next beginning of a COUNTY OR CENTRAL USD business day), provided that the
26 sender maintains a machine record of the completed transmission. For all claims arising out of or related to
27 this Agreement, nothing in this section establishes, waives, or modifies any claims presentation
28

1 requirements or procedures provided by law, including but not limited to the Government Claims Act
2 (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

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

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


7 13. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
8 CENTRAL USD and COUNTY with respect to the subject matter hereof and supersedes all previous
9 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
10 understanding of any nature whatsoever unless expressly included in this Agreement.

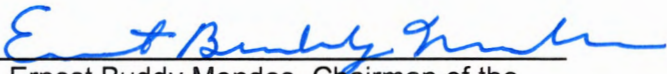
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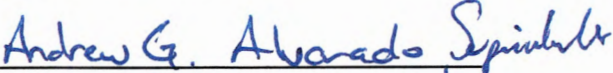
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CENTRAL UNIFIED SCHOOL
DISTRICT**

COUNTY OF FRESNO

5 
6 (Authorized Signature)

7 
Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

8 
Andrew G. Alvarado,
Superintendent

9
10 4605 N. POLK AVENUE
FRESNO, CA 93722

11
12 Mailing Address

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

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17 By: 
Deputy

18 FOR ACCOUNTING USE ONLY:

19 ORG: 31113964
20 Account: 4975
21 Fund: 0001
22 Subclass: 10000
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“Exhibit A”

I. General Law Enforcement Services, One Deputy

SCHOOL agrees to pay COUNTY for providing General Law Enforcement Services under Sections 1.A and 4 of the Agreement, as follows:

- COUNTY will provide one Deputy Sheriff, at the then current rate (i.e. the rate listed at the time the service is provided) listed in the Master Schedules of Fees Charges, and Recovered Costs, Section 2609, subdivision (a), for a Deputy Sheriff III at the “Regular” hourly rate, per hour. SCHOOL acknowledges that these are subject to change, as delineated in the Agreement. The total amount of the General Law Enforcement Services to be provided and paid for, and the manner of invoicing, is depicted in the Agreement.

II. Special Events Services

SCHOOL agrees to pay COUNTY for providing Special Event Service(s), under Sections 1.B and 4 of the Agreement, as follows:

- At the current rate (i.e. the rate listed at the time the service is provided) in the Master Schedule of Fees, Charges, and Recovered Codes, Section 2609, subdivision (a), a Deputy Sheriff III at the “Overtime” hourly rate, per hour, per Deputy, and SCHOOL acknowledges that these rates are subject to change, as delineated in the Agreement.