

A G R E E M E N T

THIS AGREEMENT is made and entered into this 20th day of February, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and FRESNO UNIFIED SCHOOL DISTRICT, whose address is 2309 Tulare St., Fresno, CA 93721, hereinafter referred to as "SCHOOL". COUNTY and SCHOOL may be collectively referred to herein as "Parties" or in the singular as "Party."

W I T N E S S E T H:

WHEREAS, SCHOOL desires to secure law enforcement services from the COUNTY, through the Fresno County Sheriff-Coroner's Office, at Wawona Middle School, located at 4524 N. Thorne Ave., Fresno, CA 93704 (referred to herein as the "Premises"); and

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

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

1. **SERVICES PROVIDED BY COUNTY**

i. 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 as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Duties to be performed by the Deputy Sheriff include intervention, prevention, education, and law enforcement activities at the Premises during normal school hours and operations, between February 20, 2018, and June 30, 2018.

ii. Special Events Services: SCHOOL acknowledges, agrees, and represents that SCHOOL events that require law enforcement services which occur or take place outside of normal school operations and hours, or which are authorized by permit at the Premises, are not included in the General Law Enforcement Services set forth in 1.i., above, and are "Special Events

Service(s).” SCHOOL shall notify Sheriff-Coroner’ at least thirty (30) days in advance of the need for any such Special Events Service(s) if and when SCHOOL desires COUNTY to provide law enforcement services at such an event. In the event COUNTY provides Special Events Service(s), such services may include intervention, prevention, education, and/or law enforcement activities that are agreeable between COUNTY and SCHOOL. The Fresno County Sheriff-Coroner or her/his designee, acting on behalf of the COUNTY, is authorized to agree to provide some or all, to or decline to provide any, of the Special Events Service(s) requested by SCHOOL. Special Events Service(s) are chargeable to SCHOOL at the rates identified in Exhibit A.

iii. 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. TERM

This Agreement shall become effective on the 20th day of February, 2018 and shall terminate on the 30th day of June 2018.

3. TERMINATION

i. 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.

ii. 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.

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

4. COMPENSATION/INVOICING:

A. SCHOOL shall pay COUNTY the cost of performing General Law Enforcement Services at the Premises, as set forth in Section 1.i., above, at the applicable rate for such services identified in Exhibit A. COUNTY will provide up to 720 hours of General Law Services. In addition, SCHOOL shall pay COUNTY for Special Events Service(s), as set forth in Section 1.ii, above, as agreed upon by COUNTY and SCHOOL, at the applicable rate for such services identified in Exhibit A. The hourly rates sets forth in Exhibit A are the rates set forth in the County's Master Schedule of Fees for General Law Enforcement and Special Events Service(s) in effect upon the Parties' execution of the Agreement. The parties agree that upon any thirty (30) days written notice from COUNTY to SCHOOL of a revision in the County's Master Schedule of Fees, such rate change(s) will automatically be incorporated into this Agreement and will become the new rates to be paid by SCHOOL to COUNTY under this Agreement. The Fresno County Sheriff-Coroner, or her/his designee, will be the person to give notice on behalf of COUNTY of any revision in the County's Master Schedule of Fees.

B. COUNTY shall submit monthly invoices to SCHOOL within fifteen (15) days of the last calendar day of each month for which General Law Enforcement Services and/or Special Event Services are performed. SCHOOL shall pay COUNTY within thirty (30) calendar days of receipt of any such invoice. Any payment made more than 30 days after receipt of the invoice may result in contract termination or service reduction, in the sole discretion of the Fresno County Sheriff-Coroner, without any penalty or recourse against COUNTY.

5. INDEPENDENT CONTRACTOR: In performance of the work, duties and

obligations 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.

6. 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.

7. 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.

8. 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.

9. 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 One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). 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 for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles 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

1 occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

2 D. Child Abuse/Molestation Liability: Sexual Abuse / Molestation Liability

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

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

10 SCHOOL shall obtain endorsements to the Commercial General Liability insurance
11 naming 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. Such
13 coverage for additional insured shall apply as primary insurance and any other insurance, or
14 self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only
15 and not contributing with insurance provided under SCHOOL's policies herein. This insurance
16 shall not be cancelled or changed without a minimum of thirty (30) days advance written notice
17 given to COUNTY.

18 Within Thirty (30) days from the date SCHOOL signs and executes this Agreement,
19 SCHOOL shall provide certificates of insurance and endorsement as stated above for all of the
20 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official
21 who will administer this contract), stating that such insurance coverage have been obtained and
22 are in full force; that the County of Fresno, its officers, agents and employees will not be
23 responsible for any premiums on the policies; that such Commercial General Liability insurance
24 names the County of Fresno, its officers, agents and employees, individually and collectively, as
25 additional insured, but only insofar as the operations under this Agreement are concerned; that
26 such coverage for additional insured shall apply as primary insurance and any other insurance, or
27 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only
28 and not contributing with insurance provided under SCHOOL's policies herein; and that this

insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

10. AUDITS AND INSPECTIONS: The SCHOOL shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The SCHOOL shall, upon request 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).

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

COUNTY

Fresno County Sheriff-Coroner
2200 Fresno Street
Fresno, CA 93721
Attention: Business Office
FAX No.: 559-488-3348

SCHOOL

Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721
Attention: Ruth F. Quinto
Deputy Superintendent/CFO
FAX No.:559-457-6202

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 Fresno 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 Fresno 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 Fresno County business hours, then such delivery shall be deemed to be effective at the next beginning of a Fresno 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).

12. 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.

13. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the SCHOOL and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and 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
2 and year first hereinabove written.

3 FRESNO UNIFIED SCHOOL DISTRICT

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(Authorized Signature)

5 Robert G. Nelson
6 Superintendent

7 Print Name & Title

8
9 Mailing Address

10 APPROVED AS TO FORM

11 

12 Andrew De La Torre, Director
13 Benefits & Risk Management

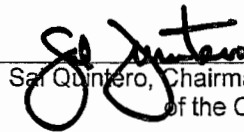
14 FOR ACCOUNTING USE ONLY:

15 ORG No.: 31113965

16 Account No.: 4975

17 Requisition No.: N/A

COUNTY OF FRESNO

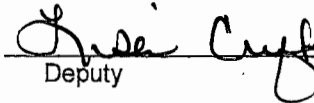
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Sam Quintero, Chairman of the Board of Supervisors
of the County of Fresno

ATTEST:

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

By:


Deputy

"Exhibit A"

I. General Law Enforcement Services

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

One (1) Deputy Sheriff Position at the rate of \$106.46 per hour for up to 720 hours (\$106.46 x 720 hours = \$76,651.20) for the 5 months period of February 20, 2018 to June 30, 2018. The cost for the one scheduled Deputy position will be paid monthly, in 5 equal payments of \$15,330.24. Monthly payments will include one onsite patrol vehicle. Provided however, the foregoing calculation is only an estimate, based upon the rate for such services in effect upon the Parties' execution of the Agreement, and such rate is subject to change as provided in Section 4.A of the Agreement relating to a revision of the County's Master Schedule of Fees.

The COUNTY will invoice the SCHOOL on a monthly basis, for work performed under the Agreement.

II. Special Events Service(s)

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

\$60.43 per hour, per Deputy. Provided however, the foregoing rate is the rate for such services in effect upon the Parties' execution of the Agreement, and such rate is subject to change as provided in Section 4.A of the Agreement relating to a revision of the County's Master Schedule of Fees.

Special Events Service(s) will be billed as such services are provided.