

AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of March, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and CENTRAL UNIFIED SCHOOL DISTRICT, whose address is 4605 N. POLK AVENUE, Fresno, CA 93722 hereinafter referred to as "SCHOOL." COUNTY and SCHOOL may be collectively referred to herein as "Parties" or in the singular as "Party."

WITNESSETH:

WHEREAS, SCHOOL desires to secure law enforcement services from the COUNTY, through the Fresno County Sheriff-Coroner-Public Administrator (SCPA)'s Office, at Central High School West Campus, located at 2045 N. Dickenson Avenue, Fresno, CA 93723 (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 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 hereto agree as follows:

1. SERVICES PROVIDED BY COUNTY

A. General Law Enforcement Services: COUNTY agrees its SCPA's Office will provide, within the limitations of this Agreement, law enforcement services consisting of one Deputy Sheriff as set forth in Exhibit A, attached hereto and incorporated herein by this reference, for up to 1,440 hours of services. 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 August 15, 2018, and June 30, 2019.

B. 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, which are authorized by permit at the Premises, are not included in the General Law Enforcement Services set forth in 1.A. and are instead "Special Events Service(s)." SCHOOL shall

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

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

15 2. TERM

16 This Agreement shall become effective on the 15th day of August, 2018 and shall terminate on the
17 30th day of June, 2019.

18 3. TERMINATION

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

4 4. COMPENSATION/INVOICING:

5 A. SCHOOL shall pay COUNTY the cost of performing General Law Enforcement
6 Services at the Premises, as set forth in Section 1.A, above, at the applicable rate for such services as
7 delineated in Exhibit A. SCHOOL will compensate COUNTY for a total of 1,440 hours of General Law
8 Enforcement Services, to be paid over ten (10) payments for one-hundred-fifty (144) hours per payment. In
9 addition, SCHOOL shall pay COUNTY for Special Events Service(s), as set forth in Section 1.B., above, as
10 agreed upon by COUNTY and SCHOOL, at the applicable rate for such services as delineated in Exhibit A.

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

27 C. COUNTY shall submit monthly invoices to SCHOOL and SCHOOL shall pay
28 COUNTY within thirty (30) calendar days of receipt of any such invoice. At the expiration or termination

1 of this Agreement, COUNTY may, in the discretion of Sheriff-Coroner-Public Administrator or her/his
2 designee, submit a final invoice for all amounts then unpaid, including any remaining, unpaid portion of
3 the 1,440 hours of General Law Enforcement Services, and SCHOOL shall pay the full amount of this
4 final invoice within thirty (30) days of receipt thereof. Any payment made more than 30 days after
5 receipt of an invoice may result in contract termination or service reduction, in the sole discretion of the
6 Fresno County Sheriff-Coroner-Public Administrator, without any penalty or recourse against COUNTY.

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

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

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

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

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

25 8. HOLD HARMLESS: SCHOOL agrees to indemnify, save, hold harmless, and at
26 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
27 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
28 resulting to COUNTY in connection with the performance, or failure to perform, by SCHOOL, its officers,

1 agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's
2 fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
3 corporation who may be injured or damaged by the performance, or failure to perform, of SCHOOL, its
4 officers, agents, or employees under this Agreement.

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

9 9. INSURANCE

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

14 A. Commercial General Liability

15 Commercial General Liability Insurance with limits of not less than Two Million Dollars
16 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
17 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
18 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
19 liability or any other liability insurance deemed necessary because of the nature of this Agreement.

20 B. Automobile Liability

21 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
22 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
23 used in connection with this Agreement.

24 C. Professional Liability

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

28

1 D. Worker's Compensation

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

4 E. Molestation

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

9 Additional Requirements Relating to Insurance

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

17 SCHOOL hereby waives its right to recover from COUNTY, its officers, agents, and employees any
18 amounts paid by the policy of worker's compensation insurance required by this Agreement. SCHOOL is
19 solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such
20 waiver of subrogation, but SCHOOL's waiver of subrogation under this paragraph is effective whether or
21 not SCHOOL obtains such an endorsement.

22 Within Thirty (30) days from the date SCHOOL signs and executes this Agreement, SCHOOL shall
23 provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as
24 required herein, to the County of Fresno, Sheriff-Coroner-Public Administrator's Office, 2200 Fresno Street,
25 Fresno, CA 93721, stating that such insurance coverage have been obtained and are in full force; that the
26 County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
27 policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents
28 and employees, individually and collectively, as additional insured, but only insofar as the operations under

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

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

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

12 10. AUDITS AND INSPECTIONS: The SCHOOL shall at any time during business hours, and
13 as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its
14 records and data with respect to the matters covered by this Agreement. The SCHOOL shall, upon request
15 by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
16 SCHOOL'S compliance with the terms of this Agreement.

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

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

22 COUNTY

23 Fresno County Sheriff-Coroner-Public
24 Administrator
25 2200 Fresno Street
26 Fresno, CA 93721
27 Attention: Business Office
28 FAX No.: 559-488-3348

SCHOOL

Central Unified School District
Attention: Eliseo Cuellar
4605 N. Polk Avenue
Fresno, CA 93722
FAX No.: 559-276-2983

27 All notices between the COUNTY and SCHOOL provided for or permitted under this Agreement
28 must be in writing and delivered either by personal service, by first-class United States mail, by an overnight

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

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

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

18 13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

19 This provision is only applicable if the SCHOOL is operating as a corporation (a for-profit or non-
20 profit corporation) or if during the term of the agreement, the SCHOOL changes its status to operate as
21 a corporation.

22 Members of the SCHOOL's Board of Directors shall disclose any self-dealing transactions that
23 they are a party to while SCHOOL is providing goods or performing services under this agreement. A
24 self-dealing transaction shall mean a transaction to which the SCHOOL is a party and in which one or
25 more of its directors has a material financial interest. Members of the Board of Directors shall disclose
26 any self-dealing transactions that they are a party to by completing and signing a Self-Dealing
27 Transaction Disclosure Form, attached hereto as Exhibit B and incorporated herein by reference, and
28 submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately

1 thereafter.

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

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

9
10 **CENTRAL UNIFIED SCHOOL
DISTRICT**

11
12 (Authorized Signature)

13 
14 Andrew Alvarado,
Superintendent

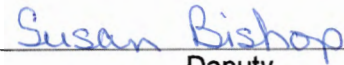
15 4605 N. POLK AVENUE
16 FRESNO, CA 93722

17 Mailing Address

COUNTY OF FRESNO

18 
Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

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

20
21
22 By: 
Deputy

23 **FOR ACCOUNTING USE ONLY:**

24 ORG No.: 31113964
25 Account No.: 4975
26 Requisition No.: N/A
27
28

"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 rates 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. Invoicing provisions are as per the invoicing provisions in the Agreement.

1
2 **Exhibit B**

3 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

4 In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of
5 a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-
6 dealing transactions that they are a party to while providing goods, performing services, or both for the
County. A self-dealing transaction is defined below:

7 *"A self-dealing transaction means a transaction to which the corporation is a party and in which one or*
8 *more of its directors has a material financial interest"*

9 The definition above will be utilized for purposes of completing this disclosure form.

10 **INSTRUCTIONS**

11 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

12 (2) Enter the board member's company/agency name and address.

13 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a
14 minimum, include a description of the following:

15 a. The name of the agency/company with which the corporation has the transaction; and

16 b. The nature of the material financial interest in the Corporation's transaction that the board
member has.

17 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of
18 the Corporations Code.

19 (5) Form must be signed by the board member that is involved in the self-dealing transaction described
20 in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	