

A G R E E M E N T

THIS AGREEMENT is made and entered into this 4th day of February, 2020, 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 Street, 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 COUNTY, through the Fresno County Sheriff'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 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 Sheriff'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 1,500 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 12, 2019 and June 30, 2020.

B. Special Events Services: SCHOOL acknowledges, agrees, and represents that SCHOOL events that require law enforcement services which occurs or take place outside of the 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 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 SCHOOL desires COUNTY to provide law enforcement services
2 at such an event. In the event COUNTY provides Special Events Service(s), such services may include
3 intervention, prevention, education, and/or law enforcement activities that are agreeable between
4 COUNTY and SCHOOL. The Fresno County Sheriff's Office, or its designee ("Sheriff's Office"), acting
5 on behalf of COUNTY, is authorized to agree to provide some or all, to or decline to provide any, of the
6 Special Events Service(s) requested by SCHOOL. Special Events Service(s) are chargeable to
7 SCHOOL 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 COUNTY, through its Sheriff's Office shall be
14 final and conclusive.

15 2. TERM

16 This Agreement shall become effective on the 12th day of August, 2019 and shall terminate on the
17 30th day of June, 2020.

18 3. 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 SCHOOL thirty (30) days advance written notice.

23 B. Breach of Contract - COUNTY may immediately suspend or terminate this
24 Agreement in whole or in part, where in the determination of 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) Any delay in payment by SCHOOL after March 4, 2020.
- 28 4) A substantially incorrect or incomplete report submitted to COUNTY;

1 5) Improperly performed service.

2 C. Without Cause - Under circumstances other than those set forth above, this
3 Agreement may be terminated by either party (COUNTY or SCHOOL) upon the giving of thirty (30) days
4 advance written notice of an intention to terminate to the other party.

5 4. COMPENSATION/INVOICING:

6 A. SCHOOL shall pay COUNTY the cost of performing General Law Enforcement Services at
7 the Premises, as set forth in Section 1.A, above, at the applicable rate for such services as
8 delineated in Exhibit A. SCHOOL will compensate COUNTY for a total of 1,500 hours of
9 General Law Enforcement Services, to be paid over ten (10) payments for one-hundred-fifty
10 (150) hours per payment. In addition, SCHOOL shall pay COUNTY for Special Events
11 Service(s), as set forth in Section 1.B., above, as agreed upon by COUNTY and SCHOOL,
12 at the applicable rate for such services as delineated in Exhibit A.

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

provided, from the effective date of the rate change forward. The parties acknowledge that the County's Master Schedule of Fees, Charges, and Recovered Costs is subject to change.

C. COUNTY shall submit monthly invoices to SCHOOL and SCHOOL shall pay COUNTY within thirty (30) calendar days of receipt of any such invoice. At the expiration of termination of this Agreement, COUNTY may, in the discretion of Sheriff or her or his designee, submit a final invoice for all amounts then unpaid, including any remaining, unpaid portion of the 1,500 hours of General Law Enforcement Services, and SCHOOL shall pay the full amount of this final invoice within thirty (30) days of receipt thereof. Any payment made more than 30 days after receipt of an invoice may result in contract termination or service reduction, in the sole discretion of the Fresno County Sheriff's Office, without any penalty of 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 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 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, their 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.

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

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

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

18 In the event of concurrent negligence on the part of COUNTY or any of its officers, agents or
19 employees, and SCHOOL or any of its officers, agents, or employees, the liability for any and all costs and
20 expenses (including attorney's fees and cost), damages, liabilities, claims, and losses occurring or resulting
21 shall be apportioned under the State of California's theory of comparative negligence as presently
22 established or as may be modified hereafter.

23 9. INSURANCE

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

1 A. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than Two Million Dollars
3 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
4 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
5 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
6 liability or any other liability insurance deemed necessary because of the nature of this Agreement.

7 B. Automobile Liability

8 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
9 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
10 used in connection with this Agreement.

11 C. Professional Liability

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

15 D. Worker's Compensation

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

18 E. Molestation

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

23 Additional Requirements Relating to Insurance

24 Each party shall obtain endorsements to the Commercial General Liability insurance naming the
25 other party, its officers, agents, and employees, individually and collectively, as additional insured, but only
26 insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall
27 apply as primary insurance and any other insurance, or self-insurance, maintained by the additionally
28 insured party, its officers, agents and employees shall be excess only and not contributing with the primary

1 insurance provided herein. Each party's insurance shall not be cancelled or changed without a minimum of
2 thirty (30) days advance written notice given to the other party.

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

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

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

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

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

1 permit COUNTY to audit and inspect all of such records and data necessary to ensure SCHOOL'S
2 compliance with the terms of this Agreement.

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

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

8 COUNTY

SCHOOL

9 COUNTY OF FRESNO

Fresno Unified School District

10 Sheriff-Coroner-Public Administrator

2309 Tulare Street

11 2200 Fresno Street

Fresno, CA 93721

12 Fresno, CA 93721

FAX No.: 559-457-6202

13 Attention: Business Office

Attention: Ruth F. Quinto

14 FAX No.: 559-488-3699

Deputy Superintendent/CFO

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

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


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

14. 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.

15. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on the Parties according to its terms and conditions.

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

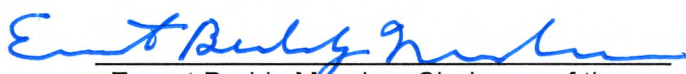
3
4 **FRESNO UNIFIED SCHOOL DISTRICT**

5 
6 (Authorized Signature) 8/10/20

7
8 Ruth F. Quinto,
9 Deputy Superintendent/CFO
10 2309 Tulare St.
11 FRESNO, CA 93721

12 Mailing Address

COUNTY OF FRESNO

13 
14 Ernest Buddy Mendes, Chairman of the
15 Board of Supervisors of the County of
16 Fresno

ATTEST:

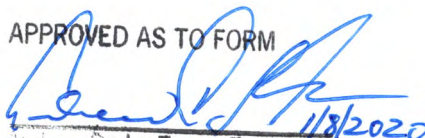
17 Bernice E. Seidel
18 Clerk of the Board of Supervisors
19 County of Fresno, State of California

20 By: 
21 Deputy

22 **FOR ACCOUNTING USE ONLY:**

23 ORG: 31113965
24 Account: 4975
25 Fund: 0001
26 Subclass: 10000

27 APPROVED AS TO FORM

28 
Andres De La Torre, Executive Director
Human Resources Management

Fresno Unified School District

"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, per Deputy Sheriff. SCHOOL acknowledges that these rates are subject to change, as discussed in the Agreement. The total amount of the General Law Enforcement Services to be provided and paid for, and the manner of invoicing, is discussed 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 then 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), for a Deputy Sheriff III at the "Overtime" hourly rate, per hour, per Deputy Sheriff. SCHOOL acknowledges that these rates are subject to change, as discussed in the Agreement.

Exhibit B

1 "Exhibit B"

2 SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

11
12 INSTRUCTIONS

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

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

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

- 17 a. The name of the agency/company with which the corporation has the transaction; and
18
19 b. The nature of the material financial interest in the Corporation's transaction that the
board member has.

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

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