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SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated _____ and is between County of Fresno, a political subdivision of the State of California, hereinafter referred to as "County," and Central Unified School District, a public school district, whose address is 4605 N. Polk Avenue, Fresno, CA, 93722, hereinafter referred to as "Central USD." County and Central USD may be collectively referred to herein as "Parties" or in the singular as "Party."

Recitals

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

B. WHEREAS, County agrees to render such law enforcement services at the Premises on the terms and conditions hereinafter set forth, and Central USD 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.

The parties therefore agree as follows:

Article 1

Services to be Provided by County

1.1 General Law Enforcement Services: County agrees its Sheriff's Office will provide, within the limitations of this Agreement, law enforcement services consisting of the provision of one Deputy Sheriff, as set forth in Exhibit A, for up to 1,440 hours of services for each school year.

1.2 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 mid-August and the end of June (collectively, "General Law Enforcement Services").

1.3 Special Events Services: Central USD acknowledges, agrees, and represents that school events that require law enforcement services which occur or take place outside of normal

1 school operations and hours, which are authorized by permit at the Premises, are not included
2 in the General Law Enforcement Services set forth in 2.1, and are instead "Special Events
3 Service(s)." Central USD shall notify the Sheriff's Office in writing at least thirty (30) days in
4 advance of the need for any such Special Events Service(s) if and when Central USD desires
5 County to provide law enforcement services at such an event. In the event County provides
6 Special Events Service(s), such services may include intervention, prevention, education,
7 and/or law enforcement activities that are agreeable to County and Central USD. The Fresno
8 County Sheriff, or her or his designee, acting on behalf of the County, is authorized to agree in
9 writing to provide some or all, to or decline to provide any, of the Special Events Service(s)
10 requested by Central USD. Special Events Service(s) are chargeable to Central USD at the
11 rates identified in Exhibit A.

12 1.4 The performance of General Law Enforcement Services, including the standards of
13 performance, the discipline of officers, and all other matters incident to the performance of law
14 enforcement services and the control of law enforcement personnel, shall be the right and
15 responsibility of County. In case of dispute between the Parties as to the extent, duties, or to be
16 rendered under this Agreement, of the minimum level or manner of such performance of such
17 services, the determination made by the County, through County's Sheriff, or her or his
18 designee, shall be final and conclusive.

19 Article 2

20 Compensation, Invoices, and Payments

21 2.1 Central USD shall pay County the cost of performing General Law Enforcement
22 Services at the Premises, as set forth in Section 1.A, above, at the applicable rate for such
23 services as listed in Exhibit A. County agrees its Sheriff's Office will provide, within the
24 limitations of this Agreement, law enforcement services consisting of the provision of one
25 Deputy Sheriff, as set forth in Exhibit A, for up to 1,440 hours of services for each school year.

26 2.2 **Maximum Compensation.** The maximum compensation payable to the County
27 under this Agreement if extended for two additional years under Section 3.2 shall not exceed
28 \$1,311,120.00. Central USD acknowledges that the County is a local government entity, and

1 does so with notice that the County's powers are limited by the California Constitution and by
2 State law. As indicated in Exhibit A, the hourly rates to be charged by County are the rates set
3 forth in the County's Master Schedule of Fees, Charges, and Recovered Costs, Section 2609,
4 subdivision (a), for Regular (i.e. General Law Enforcement Services) and Overtime (i.e. Special
5 Law Enforcement Services) rates, in place at the time the services are provided. The parties
6 further agree that if and when the Master Schedule of Fees, Charges and Recovered Costs,
7 Section 2609, subdivision (a), is amended, changed, or revised, in any way that changes the
8 rates being charged for the services identified in this Agreement, such amended, changed or
9 revised rates, from the effective date of the amendment, change, or revision in the rate(s), and
10 will become the new rate to be paid by Central USD to County for services provided, from the
11 effective date of the rate change forward. County shall notify Central USD within 30 days written
12 notice to Central USD of the rate increase, which new rate shall not exceed 10% of the rates of
13 the prior County's Master Schedule of Fees, Charges, and Recovered Costs. The parties
14 acknowledge that the County's Master Schedule of Fees, Charges, and Recovered Costs is
15 subject to change and County shall provide written notice to Central USD within 30 days in
16 advance of the approved Master Schedule of Fees, Charges and Recovered Costs, Section
17 2609, subdivision (a), is amended, changed, or revised.

18 **2.3 Invoices.** The County shall submit monthly invoices to the Central USD, and Central
19 USD shall pay County within 30 calendar days of receipt of any such invoice. At the expiration
20 or termination of this Agreement, County may, in the discretion of Sheriff or her or his designee,
21 submit a final invoice for all amounts then unpaid, including any remaining, unpaid portion of the
22 1,440 hours of General Law Enforcement Services, and Central USD shall pay the amount of
23 this final invoice within 30 days if receipt thereof. County shall submit each invoice within 30
24 days if receipt of any such invoice. At the expiration or termination of this Agreement, County
25 may, in the discretion of Sheriff or her or his designee, submit a final invoice for all amounts
26 then unpaid, including any remaining unpaid portion of the 1,440 hours of General Law
27 Enforcement Services, and Central USD shall pay the amount of this final invoice within 30 days
28

1 Attention: Business Office
2 FAX No.: 559-600-8318

3 **For the Central USD:**
4 Central Unified School District
5 Attention: District Administrator
6 4605 N. Polk Avenue
7 Fresno, CA 93722
8 Attention: Business Office
9 FAX No.:559-276-2983

10 4.2 **Change of Contact Information.** Either party may change the information in section
11 4.1 by giving notice as provided in section 4.3.

12 4.3 **Method of Delivery.** Each notice between the County and Central USD provided for
13 or permitted under this Agreement must be in writing, state that it is a notice provided under this
14 Agreement, and be delivered either by personal service, by first-class United States mail, by an
15 overnight commercial courier service, by telephonic facsimile transmission, or by Portable
16 Document Format (PDF) document attached to an email.

17 (A) A notice delivered by personal service is effective upon service to the recipient.

18 (B) A notice delivered by first-class United States mail is effective three County
19 business days after deposit in the United States mail, postage prepaid, addressed to the
20 recipient.

21 (C) A notice delivered by an overnight commercial courier service is effective one
22 County business day after deposit with the overnight commercial courier service,
23 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
24 the recipient.

25 (D) A notice delivered by telephonic facsimile transmission or by PDF document
26 attached to an email is effective when transmission to the recipient is completed (but, if
27 such transmission is completed outside of County business hours, then such delivery is
28 deemed to be effective at the next beginning of a County business day), provided that
the sender maintains a machine record of the completed transmission.

4.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
nothing in this Agreement establishes, waives, or modifies any claims presentation

1 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
2 of Title 1 of the Government Code, beginning with section 810).

3 **Article 5**

4 **Termination and Suspension**

5 **5.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
6 contingent on the approval of funds by the appropriating government agency. If sufficient funds
7 are not allocated, then the County, upon at least 30 days' advance written notice to Central
8 USD, may:

9 (A) Modify the services provided by the County under this Agreement; or

10 (B) Terminate this Agreement.

11 **5.2 Termination for Breach.**

12 (A) Upon determining that a breach (as defined in paragraph (C) below) has
13 occurred, the County may give written notice of the breach to Central USD. The written
14 notice may suspend performance under this Agreement, and must provide at least 30
15 days for Central USD to cure the breach.

16 (B) If Central USD fails to cure the breach to the County's satisfaction within the time
17 stated in the written notice, the County may terminate this Agreement immediately.

18 (C) For purposes of this section, a breach occurs when, in the determination of the
19 County, the Central USD has:

20 (1) Obtained or used funds illegally or improperly;

21 (2) Failed to comply with any part of this Agreement;

22 (3) Submitted a substantially incorrect or incomplete report to the County; or

23 (4) Improperly performed any of its obligations under this Agreement.

24 **5.3 Termination without Cause.** In circumstances other than those set forth above, the
25 County may terminate this Agreement by giving at least 30 days advance written notice to the
26 Central USD.

27 **5.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
28 under this Article 5 is without penalty to or further obligation of the County.

1 **Article 6**

2 **Independent Contractor**

3 6.1 **Status.** In performing of the work, duties and obligations assumed by County under
4 this Agreement, it is mutually understood and agreed that County, including any and all of the
5 County's officers, agents, employees, will at all times be acting and performing as an
6 independent contractor, and shall act in an independent capacity and not as an officer, agent,
7 servant, employee, joint venturer, partner, or associate of the Central USD. However, Central
8 USD shall retain the right to administer this Agreement so as to verify that County is performing
9 its obligation in accordance with the terms and conditions thereof.

10 6.2 **Verifying Performance.** Furthermore, Central USD shall have no right to control or
11 supervise or direct the manner or method by which County shall perform its work and function.
12 Central USD and County shall comply with all applicable provisions of law and rules and
13 regulations, if any, of governmental authorities having jurisdiction over matters the subject
14 thereof. The Central USD has no right to control, supervise, or direct the manner or method of
15 the County's performance under this Agreement, but Central USD may verify that the County is
16 performing according to the terms of this Agreement.

17 6.3 **Benefits.** The Parties shall be solely liable and responsible for providing to, or on
18 behalf of, their employees all legally-required employee benefits. In addition, Parties shall be
19 solely responsible and save the other Party harmless from all matters relating to payment of
20 each Party's employee, including Social Security withholding and all other regulations governing
21 such matters. Because of its status as an independent contractor, the Parties has no right to
22 employment rights or benefits available to County employees.

23 6.4 **Services to Others.** The parties acknowledge that, during the term of this
24 Agreement, the County may provide services to others unrelated to the County.

25 **Article 7**

26 **Indemnity and Defense**

27 7.1 **Indemnity.** Central USD shall indemnify, save, hold harmless, and at County's
28 request, defend the County, its officers, agents, and employees from any and all cost and

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

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

17 7.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

18 **Article 8**

19 **Insurance**

20 8.1 Central USD and County shall comply with all the insurance requirements in Exhibit
21 D to this Agreement.

22 **Article 9**

23 **Inspections, Audits, and Public Records**

24 9.1 **Inspection of Documents.** Central USD shall make available to the County, and the
25 County may examine at any time during business hours and as often as the County deems
26 necessary, all of Central USD's records and data with respect to the matters covered by this
27 Agreement, excluding attorney-client privileged communications. Central USD shall, upon
28

1 request by the County, permit the County to audit and inspect all of such records and data to
2 ensure Central USD's compliance with the terms of this Agreement.

3 **9.2 State Audit Requirements.** If the compensation to be paid by the County under this
4 Agreement exceeds \$10,000, Central USD is subject to the examination and audit of the
5 California State Auditor, as provided in Government Code section 8546.7, for a period of three
6 years after final payment under this Agreement. This section survives the termination of this
7 Agreement.

8 **9.3 Public Records.** The County is not limited in any manner with respect to its public
9 disclosure of this Agreement or any record or data that Central USD may provide to the County.
10 The County's public disclosure of this Agreement or any record or data that Central USD may
11 provide to the County may include but is not limited to the following:

12 (A) The County may voluntarily, or upon request by any member of the public or
13 governmental agency, disclose this Agreement to the public or such governmental
14 agency.

15 (B) The County may voluntarily, or upon request by any member of the public or
16 governmental agency, disclose to the public or such governmental agency any record or
17 data that Central USD may provide to the County, unless such disclosure is prohibited
18 by court order.

19 (C) This Agreement, and any record or data that Central USD may provide to the
20 County, is subject to public disclosure under the Ralph M. Brown Act (California
21 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

22 (D) This Agreement, and any record or data that Central USD may provide to the
23 County, is subject to public disclosure as a public record under the California Public
24 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
25 with section 7920.000) ("CPRA").

26 (E) This Agreement, and any record or data that Central USD may provide to the
27 County, is subject to public disclosure as information concerning the conduct of the
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1 people's business of the State of California under California Constitution, Article 1,
2 section 3, subdivision (b).

3 (F) Any marking of confidentiality or restricted access upon or otherwise made with
4 respect to any record or data that Central USD may provide to the County shall be
5 disregarded and have no effect on the County's right or duty to disclose to the public or
6 governmental agency any such record or data.

7 **9.4 Public Records Act Requests.** If the County receives a written or oral request
8 under the CPRA to publicly disclose any record that is in Central USD's possession or control,
9 and which the County has a right, under any provision of this Agreement or applicable law, to
10 possess or control, then the County may demand, in writing, that Central USD deliver to the
11 County, for purposes of public disclosure, the requested records that may be in the possession
12 or control of Central USD. Within five business days after the County's demand, Central USD
13 shall (a) deliver to the County all of the requested records that are in Central USD's possession
14 or control, together with a written statement that Central USD, after conducting a diligent search,
15 has produced all requested records that are in Central USD's possession or control, or (b)
16 provide to the County a written statement that Central USD, after conducting a diligent search,
17 does not possess or control any of the requested records. Central USD shall cooperate with the
18 County with respect to any County demand for such records. If Central USD wishes to assert
19 that any specific record or data is exempt from disclosure under the CPRA or other applicable
20 law, it must deliver the record or data to the County and assert the exemption by citation to
21 specific legal authority within the written statement that it provides to the County under this
22 section. Central USD's assertion of any exemption from disclosure is not binding on the County,
23 but the County will give at least 10 days' advance written notice to Central USD before
24 disclosing any record subject to Central USD's assertion of exemption from disclosure. Central
25 USD shall indemnify the County for any court-ordered award of costs or attorney's fees under
26 the CPRA that results from Central USD's delay, claim of exemption, failure to produce any
27 such records, or failure to cooperate with the County with respect to any County demand for any
28 such records.

1 **Article 10**

2 **Disclosure of Self-Dealing Transactions**

3 10.1 **Applicability.** This Article 10 applies if Central USD is operating as a corporation, or
4 changes its status to operate as a corporation.

5 10.2 **Duty to Disclose.** If any member of Central USD's board of directors is party to a
6 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
7 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
8 the County before commencing the transaction or immediately after.

9 10.3 **Definition.** "Self-dealing transaction" means a transaction to which Central USD is a
10 party and in which one or more of its directors, as an individual, has a material financial interest.

11 **Article 11**

12 **General Terms**

13 11.1 **Modification.** Except as provided in Article 5, "Termination and Suspension," this
14 Agreement may not be modified, and no waiver is effective, except by written agreement signed
15 by both parties. The Central USD acknowledges that County employees have no authority to
16 modify this Agreement except as expressly provided in this Agreement.

17 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
18 under this Agreement without the prior written consent of the other party.

19 11.3 **Governing Law.** The laws of the State of California govern all matters arising from
20 or related to this Agreement.

21 11.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
22 County, California. Central USD consents to California jurisdiction for actions arising from or
23 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
24 brought and maintained in Fresno County.

25 11.5 **Construction.** The final form of this Agreement is the result of the parties' combined
26 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
27 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
28 against either party.

1 11.6 **Days.** Unless otherwise specified, "days" means calendar days.

2 11.7 **Headings.** The headings and section titles in this Agreement are for convenience
3 only and are not part of this Agreement.

4 11.8 **Severability.** If anything in this Agreement is found by a court of competent
5 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
6 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
7 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
8 intent.

9 11.9 **Nondiscrimination.** During the performance of this Agreement, Central USD shall
10 not unlawfully discriminate against any employee or applicant for employment, or recipient of
11 services, because of race, religious creed, color, national origin, ancestry, physical disability,
12 mental disability, medical condition, genetic information, marital status, sex, gender, gender
13 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
14 all applicable State of California and federal statutes and regulation.

15 11.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
16 of Central USD under this Agreement on any one or more occasions is not a waiver of
17 performance of any continuing or other obligation of Central USD and does not prohibit
18 enforcement by the County of any obligation on any other occasion.

19 11.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
20 between Central USD and the County with respect to the subject matter of this Agreement, and
21 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
22 publications, and understandings of any nature unless those things are expressly included in
23 this Agreement. If there is any inconsistency between the terms of this Agreement without its
24 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
25 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
26 exhibits.

27 11.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
28 create any rights or obligations for any person or entity except for the parties.

1 11.13 **Authorized Signature.** Central USD represents and warrants to the County that:

2 (A) Central USD is duly authorized and empowered to sign and perform its
3 obligations under this Agreement.

4 (B) The individual signing this Agreement on behalf of Central USD is duly
5 authorized to do so and his or her signature on this Agreement legally binds Central
6 USD to the terms of this Agreement.

7 11.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
8 electronic signature as provided in this section.

9 (A) An "electronic signature" means any symbol or process intended by an individual
10 signing this Agreement to represent their signature, including but not limited to (1) a
11 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
12 electronically scanned and transmitted (for example by PDF document) version of an
13 original handwritten signature.

14 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
15 equivalent to a valid original handwritten signature of the person signing this Agreement
16 for all purposes, including but not limited to evidentiary proof in any administrative or
17 judicial proceeding, and (2) has the same force and effect as the valid original
18 handwritten signature of that person.

19 (C) The provisions of this section satisfy the requirements of Civil Code section
20 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
21 Part 2, Title 2.5, beginning with section 1633.1).

22 (D) Each party using a digital signature represents that it has undertaken and
23 satisfied the requirements of Government Code section 16.5, subdivision (a),
24 paragraphs (1) through (5), and agrees that each other party may rely upon that
25 representation.

26 (E) This Agreement is not conditioned upon the parties conducting the transactions
27 under it by electronic means and either party may sign this Agreement with an original
28 handwritten signature.

1 **11.15 Counterparts.** This Agreement may be signed in counterparts, each of which is an
2 original, and all of which together constitute this Agreement.

3 *[SIGNATURE PAGE FOLLOWS]*

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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CENTRAL UNIFIED SCHOOL DISTRICT COUNTY OF FRESNO
3

4 
5 Ketti Davis, Superintendent

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

6 4605 N. Polk Avenue
7 Fresno, CA 93722

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

By: _____
Deputy

11 For accounting use only:

12 Org No.: 31113964
13 Account No.: 4975
14 Fund No.: 0001
15 Subclass No.: 10000

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Exhibit A

Central Unified School District (Central USD)

Sheriff-Coroner-Public Administrator, County of Fresno

Scope of Services

I. General Law Enforcement Services, One Deputy

Central USD agrees to pay County for providing General Law Enforcement Services under Section 1.1 of the Agreement, as follows:

- County will provide the services of 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. Central USD acknowledges that this rate is subject to change, as described in the Agreement. The total amount of General Law Enforcement Services to be provided and paid for, and the manner of invoicing, is described in the Agreement.

II. Special Events Services

Central USD agrees to pay County for providing Special Event Service(s), under Section 1.2 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 Costs, Section 2609, subdivision (a), for a Deputy Sheriff III at the "Overtime" hourly rate, per hour, per Deputy, and Central USD acknowledges that this rate is subject to change, as described in the Agreement.

III. Notice of Percentage Increases and changes to Master Schedule of Fees, Charges

- The rates charged by County for each year of this Agreement shall not exceed 10% of the rates in the prior County Master Schedule of Fees, Charges, and Recovered Costs for the remaining of each contract term (automatic for year 1, 2 and 3; and year 4 and 5 with written extension of both parties) and shall notify Central USD within 30 days in advance of the approved Master Schedule of Fees, Charges and Recovered Costs, Section 2609, subdivision (a).

Exhibit A

- The parties acknowledge that the County's Master Schedule of Fees, Charges, and Recovered Costs is subject to change and County shall provide written notice to Central USD within 30 days in advance of the approved Master Schedule of Fees, Charges and Recovered Costs, Section 2609, subdivision (a), is amended, changed, or revised.

IV. Roles and Expectations of Student Resource Officers (SROs)

SROs work under the direct supervision of the Sheriff-Coroner-Public Administrator (Sheriff's Office). The basic duties of SROs are to be visible and active to assist school staff with crime and safety issues, with the objective of supporting safe school environments.

The roles and expectations of SROs are to support a safe campus environment by engaging in the following:

- Improve the quality of life for students and staff at school sites.
- Provide guidance on ethical issues.
- Provide individual counseling and/or mentoring to students.
- Prevent criminal activity at the school sites through high visibility foot and vehicle patrols.
- Provide a link between the students, school, community and Sheriff's Office.
- Interact and build relationships with students and staff.
- Serve as role models to students by modeling positive behavior and professional interactions.
- Be visible in the halls and common areas of the campus, particularly during times of high student movement, for safety recommendations to help make the campus safer for all.
- Respond to reports of on-campus criminal activity, using proper discretion to address criminal activity which includes investigation, documentation, and enforcement of the incident based on the totality of the circumstances and the law violated.
- Develop SRO activities based on the goals and needs of the school site as identified by school site administration and within Sheriff's Office expectations.
- Be visible during high student movement, during and after school to prevent crime surges.

Exhibit A

V. Responsibilities of SROs, Sheriff's Office and Central USD

It is the goal of the Central USD and Sheriff's Office partnership to support safe campus environments where all students feel cared for and connected, and where policies, practices, and interactions help create a culture free from bias toward specific student groups.

SRO Responsibilities:

- Seek opportunities to engage in positive interactions and build relationships with students.
- Participate in informational sessions with students, parents/guardians and staff regarding roles and expectations of SROs.
- Participate in cultural proficiency and restorative practices trainings provided by Central USD, if the trainings align with Sheriff's Office standards of practice and training.
- Be present with school staff and parents/guardians in conflict resolution involving students.
- Become familiar with Youth Court as a potential referral for students when offenses are aligned to the Youth Court process.

Sheriff's Office Responsibilities:

- Clearly define roles and expectations of SROs, and consistently communicate and implement them district-wide.
- Continue involving community members.

Central USD Responsibilities:

- Collaboratively, with the Sheriff's Office, develop and implement measures to track and monitor effectiveness of SRO services.
- Provide SROs with cultural proficiency and restorative practices training, if aligned to Sheriff's Office standards of practice and training.
- Create opportunities for student, parent/guardian and staff engagement with SROs.
- Publicly provide SRO-related data on a semester basis.

Exhibit A

- 1 • Develop an annual report highlighting the efforts of SROs on district campuses.
- 2 • Continue to identify and invest in mental health support services for students.
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Exhibit B

Compensation

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2 The County will be compensated for performance of its services under this Agreement
3 as provided in this Exhibit B. The County is not entitled to any compensation except as
4 expressly provided in this Exhibit B, and as described in the Agreement.

- 5 • Central USD shall pay County the cost of performing General Law Enforcement Services
6 at the Premises, as set forth in Section 1.1 of the Agreement, at the applicable rate for
7 such services as described in Exhibit A. Central USD shall compensate County for a
8 total of 1,440 hours of General Law Enforcement Services each school year for the term
9 of this Agreement, to be paid over ten (10) monthly payments for one hundred forty
10 (144) hours per payment, except the total hours for the school year may be changed
11 before the school term, upon written approval of both parties no later than thirty (30)
12 days prior to the beginning of the school term.
- 13 • As indicated in Exhibit A, the hourly rates to be charged by County, and subsequently
14 paid by Central USD, are the rates set forth in the County's Master Schedule of Fees,
15 Charges, and Recovered Costs, Section 2609, subdivision (a), for Regular (i.e. General
16 Law Enforcement Service) and Overtime (i.e. Special Law Enforcement Services) rates,
17 in place at the time the services are provided. The parties further agree that if and when
18 the Master of Schedule of Fees, Charges and Recovered Costs, Section 2609,
19 subdivision (a), is amended, changed, or revised, in any way that changes the rates
20 being charged for the services identified in this Agreement, such amended, changed, or
21 revised the rates being charged for the services identified in this Agreement, such
22 amended, changed, or revised rates will automatically and without any notice to Central
23 USD be incorporated into this Agreement, replacing any contrary or conflicting rates,
24 from the effective date of the amendment, change, or revision in the rate(s), and will
25 become the new rates to be paid by Central USD for services provided, from the
26 effective date of the rates change forward. The parties acknowledge that the County's
27 Master Schedule of Fees, Charges, and Recovered Costs is subject to change.
28

Exhibit B

- County shall submit monthly invoices to Central USD and Central USD 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 Sheriff's designee, submit a final invoice for all amounts unpaid and earned, including any remaining, unpaid portion of the 1,440 hours of General Law Enforcement Services, and Central USD shall pay the full amount of this final invoice with thirty (30) days of receipt thereof. Any payment made more than 30 days after receipt of an invoice may result in termination of this Agreement or service reduction, in the sole discretion of the Fresno County Sheriff's Office, without any penalty or recourse against County.

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Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-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:

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

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

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(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:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from Central USD or any third parties, Central USD, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. Central USD shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under Central USD's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

If School is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after Central USD signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, Central USD shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) Central

Exhibit D

USD has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Central USD's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of Central USD.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, Central USD shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, Central USD shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, Central USD shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of Central USD or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **County's Entitlement to Greater Coverage.** If Central USD has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, Central USD shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

Exhibit D

- (E) **Waiver of Subrogation.** Central USD waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. Central USD is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but Central USD's waiver of subrogation under this paragraph is effective whether or not Central USD obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If Central USD fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to Central USD. The County may offset such charges against any amounts owed by the County to Central USD under this Agreement.
- (G) **Subcontractors.** Central USD shall require and verify that all subcontractors used by Central USD to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize Central USD to provide services under this Agreement using subcontractors.