AGREEMENT BETWEEN THE COUNTY OF SHASTA, THROUGH THE SHASTA COUNTY SHERIFF'S OFFICE, AND THE ANDERSON UNION HIGH SCHOOL DISTRICT FOR THE PROVISION OF SERVICES OF A SCHOOL RESOURCE OFFICER AT WEST VALLEY HIGH SCHOOL

This agreement is entered into between the County of Shasta ("County"), a political subdivision of the State of California, through the Shasta County Sheriff's Office ("Sheriff's Office"), and the Anderson Union High School District ("District"), for the provision of services of a School Resource Officer, Shasta County Deputy Sheriff, to be assigned to West Valley High School. Collectively, the "Parties" and individually a "Party".

1. RESPONSIBILITIES OF THE ASSIGNED DEPUTY SHERIFF, SHERIFF'S OFFICE, AND COUNTY.

Pursuant to the terms and conditions of this agreement and during the term thereof:

A. Under the supervision of the Sheriff's Office, a Shasta County Deputy Sheriff (the "Assigned Deputy Sheriff" or "ADS") shall be assigned by the Sheriff's Office to the District, during regular school days as specified on the District's 2017-2018 School Calendar, attached and incorporated as Exhibit A, to act as the School Resource Officer at West Valley High School commencing August 16, 2017 with a scheduled end date of June 06, 2018. Notwithstanding the preceding, should any regular school attendance day fall on an official County Holiday, the ADS shall not be assigned to work such official County Holiday.

B. The Sheriff's Office shall have the discretion to remove the Assigned Deputy Sheriff from his/her regular 40-hour per week assignment if a critical incident, emergency or mandatory Sheriff Office training and or other business arises. The Sheriff's Office shall inform the District as soon as practical of a removal and an estimate as to when the ADS will return to his/her regularly scheduled assignment. For the purposes of this agreement, a critical incident, emergency and Sheriff's Office training/business includes, but is not limited to, natural or man-made disasters, requests for officer assistance/back-up, and critical or emergency calls in which a regularly assigned Patrol Deputy Sheriff is not available and the ADS is the nearest available Deputy Sheriff, Peace Officer Standards and Training (POST) required courses, court proceedings not related to school investigations. *Removal of the ADS in accordance with this provision because of a critical incident or emergency shall result in a reduction in the amount of compensation payable by District to County pursuant to Section 3.A. of this agreement should such removal(s) cumulatively exceed 40 hours during the term of this agreement. The ADS will code his/her time card accordingly and the District will receive credit on a per hour basis of $78.55 per hour on the billing for critical incident or emergency reassignments greater than the hours specified in the preceding sentence.*

C. The ADS shall coordinate enforcement details, including truancy, and utilize the resources available through the Sheriff's Office. It is the goal of the Sheriff's Office

to maintain a low rate of truancy at West Valley High School through enforcement and counseling of students and parents.

D. The ADS, among other duties, shall target violence, gangs, racial conflicts, and illegal drug activity at West Valley High School. It is the goal of the Sheriff's Office to work with the West Valley High School staff, students, and parents to reduce the frequency of these activities.

E. The Sheriff's Office shall utilize resources available to the Shasta County Community Youth Violence Prevention Council to educate parents of students at West Valley High School on gang member recognition, early warning signs of illegal drug use, and other issues relating to the health, safety, and welfare of the students at West Valley High School.

F. The ADS shall attempt to contact parents of students involved in gangs and/or other detrimental activity on the campus at West Valley High School and try to get parents involved in redirecting the students' activities.

G. The ADS shall work with West Valley High School security personnel and staff to coordinate enforcement details targeting violent students and problem areas on or around the campus at West Valley High School before and after regular school hours.

H. The ADS and the Sheriff's Office shall work with West Valley High School administrators and staff to seek the safest learning environment possible, through communication, prevention methods, planning, and in-service school safety training.

I. The Sheriff's Office shall complete written quarterly reports of the Assigned Deputy Sheriff's activities. Quarterly reports shall include, but not be limited to, the total time spent at West Valley High School; totals of crime reports, arrests, issued citations, counseling sessions, significant incidents, truant contacts; and other information deemed appropriate by the Sheriff's Office or the ADS. The quarterly reports shall be provided to the District's Superintendent or his/her designee, upon request.

J. In the event of a long-term absence of the ADS from activities required by this agreement, the Sheriff's Office may provide, at its sole discretion, a replacement ADS, or the Parties may mutually agree in writing, to reduce the amount of compensation payable by District to County as prescribed in Section 3.A. of this agreement. Should the Parties be unable to agree upon a reduction in the amount of compensation payable by District, then County and/or District may terminate this agreement, upon written 30 days' notice. For the purposes of this agreement, a long-term absence is defined as a period of time of more than two uninterrupted weeks. The reasons for a long-term absence may include, but are not limited to,

vacation time-off, comp time-off, administrative leave, illness, injury, medical issues, critical incidents, emergencies, or disasters.

2. RESPONSIBILITIES OF DISTRICT.

Pursuant to the terms and conditions of this agreement, and during the term thereof, District shall:

A. Compensate County as prescribed in Section 3, of this agreement. Coordination of ADS activities shall be the joint responsibility of the District Superintendent or his/her designee, and the Sheriff's Office.

B. Provide a monthly advance schedule of school-related activities and planned events at which the Assigned Deputy Sheriff's presence is desired during times other than regular school hours. The schedule of school-related activities and planned events (if any) during times other than regular school hours at which the Assigned Deputy Sheriff's presence is desired shall be provided to the Sheriff's Office upon the execution of this agreement by both Parties and thereafter at least two weeks in advance of the beginning of each month. This will ensure the Sheriff's Office can properly plan and staff these events.

3. COMPENSATION.

A. District shall pay County $120,640 for the services described in this agreement. The Parties agree that the daily rate ("Daily Rate") for the services to be provided is $670.22 per day, based on the above-referenced amount of $120,640 divided by the number of school days during the term of this agreement (180). The Sheriff's Office shall bill the District at the end of every month pursuant to the following schedule:

August 2017	$ 8,042	January 2018	$10,724
September 2017	$13,404	February 2018	$12,064
October 2017	$14,745	March 2018	$14,075
November 2017	$10,724	April 2018	$10,053
December 2017	$ 9,383	May 2018	$14,745
		June 2018	$ 2,681

District shall pay County within 30 days of receipt of each monthly billing. This provision shall survive the expiration of this agreement to the extent necessary to effectuate compensation to County by District.

B. In addition, and notwithstanding Sections 1.A., and 3.A., District shall reimburse County for overtime costs incurred by the Assigned Deputy Sheriff at the current overtime rate as calculated by the Sheriff's Office payroll unit, incurred by County due to the Assigned Deputy Sheriff attending school-related activities and planned events of the District as approved by the Sheriff's Office, and as provided for in

Section 2.B. of this agreement. Events including but not limited to football games, dances and or other school related activities which may draw a large crowd, two Deputy Sheriff's on overtime may be assigned to the event. This will provide additional safety for both the deputies working the event along with the citizens, staff and students present. Additional overtime may occur during normal operations when the ADS is involved in school related investigations which go beyond the normal shift. In these events the overtime will be at the approval of the Sheriff's Office on duty supervisor. The Sheriff's Office shall bill the District the overtime costs when they are incurred and the District shall reimburse the County within 30 days of receipt of the billing. Any reimbursement paid by District for overtime costs shall be in addition to the compensation payable as prescribed in Section 3.A. of this agreement. This provision shall survive the termination or expiration of this agreement to the extent necessary to effectuate reimbursement to County of overtime costs.

C. Notwithstanding any other provision of this agreement, total compensation payable to the County by the District for the services of the Assigned Deputy Sheriff and for any overtime charges incurred under this agreement shall not exceed $132,512.

4. <u>LIABILITY; INDEMNITY; INSURANCE.</u>

A. The District, its elected officials, officers, and employees, by this agreement, shall not assume any liability for the payment of any salary, other employment benefit, or wages to any County elected official, officer, or employee performing services hereunder; nor for the payment of compensation for any County elected official, officer, or employee performing services hereunder; nor for the payment of compensation or indemnity to any County elected official, officer, or employee for any injury to or illness of such elected official, officer, or employee arising out of his/her employment by County; nor for the payment of any claims, settlements, or judgments resulting or arising from any negligent, wrongful, or other act or omission of County, its elected officials, officers, and employees in performing the services or functions provided for in this agreement. County agrees to indemnify and defend at its cost and hold harmless the District, its elected officials, officers, employees, and volunteers from and against all claims, damages, losses, judgments, costs, or expenses caused in whole or in part by any negligent or willful misconduct or omission of County elected officials, officers, agents, volunteers, and employees occurring in or arising out of the performance of this agreement except for the negligence or willful misconduct of the District, its elected officials, officers, employees, or volunteers and only to the extent that such liability is imposed on the District under the provisions of Section 895.2 of the Government Code.

B. County, its elected officials, officers, and employees, by this agreement, shall not assume any liability for the negligent, wrongful, or other acts or omissions of the District, or any elected official, officer, employee, or volunteer thereof, and the District shall indemnify and defend at its cost and hold harmless the County and its elected officials, officers, employees, and volunteers from and against all claims,

damages, losses, judgments, costs, or expenses caused in whole or in part by any negligent, wrongful, or other acts or omissions of District's elected officials, officers, employees, or volunteers occurring or arising out of the performance of this agreement except where caused by the sole negligence or willful misconduct of the County, its elected officials, officers, employees, or volunteers and only to the extent that such liability is imposed on the County under the provisions of Section 895.2 of the Government Code.

C. District shall secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles, workers' compensation for District's employees and other insurance necessary to protect the public, with limits of liability of not less than $1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each Party. On request of County, a certificate evidencing the insurance requirements of this paragraph shall be provided.

D. Each Party agrees to fully cooperate with the other and assist the other Party in all matters relating to financial losses covered by the terms of this agreement and more specifically, but not being limited thereby, each Party shall:

(1) Give prompt notification of all incidents covered or likely to be covered by the terms hereof, together with the particulars thereof, to the other Party hereto;

(2) If claim is made or suit is brought against a Party for an incident or incidents resulting from, or likely to result from, the services rendered pursuant to this agreement, such Party shall immediately forward every claim, demand, notice, summons, or other process received by it to the other Party.

E. Each Party may, at its own cost, participate in the defense of any suit, or in the prosecution of any appeal affecting matters herein involved where the duty of defense or prosecution is imposed on the Party, and where the other Party has consented thereto.

F. County shall have the absolute discretion to determine the propriety of entering into the settlement of any claim, demand, or litigation filed against the County and shall not be required to consult with or to entertain the interest of the District in the defense or settlement of any such claim or litigation; provided, however, that whenever any claim, demand, or litigation is filed against the County for which the District would be responsible for payment of some or all of the costs and losses attributable thereto, as prescribed in paragraph B, above, the District shall have the right to take control of any such litigation and to employ such counsel as it may desire (at its own expense) in defense thereof.

G. On termination or expiration of this agreement, the Parties shall continue to indemnify, defend, and hold harmless each other, as prescribed in this agreement, for all acts or omissions occurring prior to the effective date of the termination or expiration of this agreement.

5. STATUS OF PARTIES.

It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the Parties.

6. NOTICES.

A. Except as provided in Section 9.B. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by certified or registered mail, postage prepaid, two days after the date of mailing.

If to District: Superintendent
Anderson Union High School District Anderson Union High School District
1469 Ferry Street
Anderson, California 96007
Office: 378-0568
Fax: 378-0834

If to County: Shasta County Sheriff's Office
300 Park Marina Cir
Redding, California 96001
Office: 245-6165
Fax: 245-6173

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 6.A. and shall be deemed to be effective immediately.

7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS.

A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties. The Parties specifically acknowledge and agree that in entering into and executing this agreement, they have relied solely upon the provisions contained in this agreement and no others.

B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not

may be agreed to in writing between District and the Shasta County Sheriff, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Neither Party may assign, transfer, delegate, or sublet any interest herein without the prior written consent of the other Party. The waiver by a Party of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

9. TERM AND TERMINATION.

A. The term of this agreement shall commence August 16, 2017 and shall end June 6, 2018

B. Either Party may terminate this agreement immediately upon oral notice should funding cease or be materially decreased.

C. Either Party may terminate this agreement without cause on 30 days' written notice to the other Party.

D. County's right to terminate this agreement may be exercised by County's Board of Supervisors, County's Administrative Officer or his/her designee, or by the Shasta County Sheriff or his/her designee. District's right to terminate this agreement may be exercised by District's Superintendent or his/her designee.

E. Should this agreement be terminated, District shall compensate County, in accordance with Section 3.A. at the Daily Rate for all services provided prior to the effective date of the termination.

F. Should this agreement be terminated, District shall compensate County, in accordance with Section 3.B. of this agreement, for any unpaid overtime charges incurred prior to the effective date of termination.

10. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of Civil Code section 1654.

11. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, County and District have executed this agreement on the dates set forth below. By their signatures below, each signatory represent that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

_____
DAVID A. KEHOE, Chairman
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By: 6/12/17
Adam M. Pressman
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: 06/12/17
James Johnson
Risk Management Analyst II

ANDERSON UNION HIGH SCHOOL DISTRICT

DATE: 6/12/2017

TIM AZEVEDO, Superintendent

EXHIBIT A

ANDERSON UNION HIGH SCHOOL DISTRICT

School Calendar 2017-2018

July 2017

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2017

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20	21	22	23	24	25	26
27	28	29	30	31		

12/12

September 2017

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20/32

October 2017

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22/54

November 2017

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16/70

December 2017

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24	25	26	27	28	29	30
31						

14/84

School starts	Aug. 16
School ends	June 6

STAFF WORK DAYS

▲	Teachers: Aug. 14 & Jan. 8
▲▲	All Staff: August 15

HOLIDAYS/RECESSES

Labor Day	Sept. 4
Veteran's Day	Nov. 10
Thanksgiving Break	Nov. 20-24
Winter Break	Dec. 21 – Jan 8
Martin Luther King Day	Jan. 15
Lincoln's Day	Feb. 12
President's Day	Feb. 19
Spring Break	March 30- April 9
Memorial Day	May 28

★ COLLABORATION DAYS

School dismissed at 12:45

September 13	Feb. 14
October 11	March 14
November 8	April 11
December 13	May 9

☺ QUARTER ENDING DATES

1st Quarter	(42)	Oct. 13
2nd Quarter	(42)	Dec. 20
3rd Quarter	(46)	March 16
4th Quarter	(50)	June 6
	180	

January 2018

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16/100

February 2018

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25	26	27	28			

18/118

March 2018

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21/139

April 2018

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15/154

May 2018

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27	28	29	30	31		

22/176

June 2018

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4/180