

AGREEMENT FOR A SCHOOL RESOURCE OFFICER PROGRAM

This agreement ("Agreement"), dated as of July 1, 2019 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and the West Sonoma County Union High School District, (hereinafter "District").

R E C I T A L S

WHEREAS, District has a desire to provide law enforcement and related services to the El Molino High School campus (EMHS);

WHEREAS, a School Resource Officer Program has been proposed for the West Sonoma County Union High School District as hereinafter described.

WHEREAS, District has secured funding from DOJ Tobacco Grant to fund School Resource Officer personnel and activities.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 County's Specified Services.

County shall designate one regularly-employed Sheriff's Deputy to act as the full-time School Resource Officer (SRO) for District (referred to herein as the "SRO Program"). The individual shall be assigned to EMHS. The SRO shall be empowered to function as a law enforcement officer on District property and off. The following terms and conditions shall apply to this position:

- a. Employment Status of the SRO: The SRO shall remain an employee of the Sonoma County Sheriff's Office and shall not be an employee of the District. The District and County acknowledge that the SRO shall remain responsive to the chain of command of the Sheriff's Office.
- b. Duties and Responsibilities of the SRO: The duties and responsibilities of the SRO include, but shall not be limited to, the following:
 - 1) Provide and coordinate law enforcement services on the El Molino High School (EMHS) campus;
 - 2) Collaborate with District personnel to establish effective policies and practices to ensure a safe and secure campus;
 - 3) Conduct classroom activities to educate students about the dangers of alcohol and drug abuse;

- 4) Conduct student and parent education classes on the harmful effects of tobacco use.
- 5) Collaborate with District to conduct at least two tobacco enforcement operations where minors are present;
- 6) Coordinate with District to conduct tobacco retailer education classes on the harmful effects of tobacco use.
- 7) Work with students and their families to promote healthy lifestyles and appropriate choices in behavior;
- 8) Provide a police presence on campus in an effort to deter criminal behavior;
- 9) Serve as liaison to the community regarding student safety issues on EMHS campus;

c. SRO schedule: The SRO shall provide services to District under the following terms and conditions:

- 1) The SRO shall be assigned to the school for approximately 1,440 hours (8 hours per day x 180 days) per school year. This allocation of hours is based on the grant funding and cost estimate provided in Exhibit A, attached hereto and incorporated herein by this reference. District shall establish the SRO's work schedule to allow for attendance during school hours and possible attendance at certain after hour meetings and/or attendance at school events. It is the responsibility of EMHS to allocate the hours evenly throughout the school year.
- 2) During his/her daily tour of duty, the SRO may be off campus performing such tasks as may be required by his/her assignment. In addition, the Sheriff or his designee may temporarily reassign the SRO during school holidays and vacations, and/or during a period of law enforcement emergency.
- 3) Regular working hours may be adjusted on a situational basis with the consent of the SRO's supervisor. Any changes to regular working hours shall be adjusted only after prior approval, and should be for the purpose of covering scheduled school-related activities.
- 4) The SRO may be required to be off campus for training. Proper advance notice will be provided to school administrators for such absences. County shall make every effort to schedule trainings when school is not in session.
- 5) Overtime hours for the SRO must be authorized and approved by the SRO's supervisor and shall be paid by the County in accordance with County's established procedures.

d. Appointment of the SRO: The Sheriff or his designee shall appoint the SRO assigned to the District under this Agreement. SRO applicants must meet the following requirements:

- 1) The applicant must have a minimum of two years' experience in law enforcement.
- 2) The applicant should be off employee probationary status at the time of appointment unless mutual agreements are made between the County and the District regarding the applicant's employment probation status.
- 3) Additional criteria for consideration are job knowledge, experience, training, education, appearance, attitude, communications skills, and command presence.

e. Dismissal of the SRO:

- 1) In the event that the District believes the SRO is not effectively performing his or her duties and responsibilities, the Superintendent shall so notify the Sheriff or his designee in writing. The Sheriff or his designee shall use good faith efforts to resolve the issues raised. If the matter is not resolved to the District's satisfaction, the Sheriff shall appoint a replacement SRO.
- 2) The SRO may be dismissed or reassigned in accordance with standard Sheriff's Office procedures.
- 3) In the event of a long-term absence, resignation, or dismissal, the Sheriff or his designee shall provide a temporary replacement SRO within thirty (30) school days and a replacement shall be made as soon as is practical.

f. Supervision:

- 1) The responsibility for assignment of personnel, supervision of law enforcement services, establishing standards of performance, determining and effecting discipline, determining equipment required, and other matters relating to the performance of services and control of the SRO, shall remain with County. County is bound to abide by bargaining agreements covering County employees performing services hereunder.
- 2) In recognition of the Sheriff's professional expertise in the area of law enforcement, it is agreed that in the event of a dispute between the parties as to the manner of performance of required services, the determination by the Sheriff, or his designee, shall be final and conclusive.

1.2 District's Specified Services. District shall provide to the SRO the following materials and facilities which are deemed necessary to the performance of the SRO's duties:

- a. Access to office space in all campuses, which shall contain a phone, and may be used for general business purposes.
- b. A location for files and records on one campus which can be properly locked and secured.
- c. A location for a desk, chair, computer, filing cabinet, and office supplies on one campus.

d. In addition, District shall maintain statistical records regarding all suspensions and expulsions for a period of five (5) years.

2. Payment. For all services performed by County under this Agreement, District shall reimburse County based on actual costs not to exceed approved annual grant amounts in accordance with Exhibit “A”, attached hereto and incorporated herein this reference. After the beginning of each school year, County shall invoice District for the applicable monthly costs through the end of the school year, and District shall pay such monthly costs within 30 days of receipt of the invoice.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2019 to June 30, 2021 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other. In the event District elects to terminate the Agreement without cause, it shall pay County for services rendered to such date based on a pro rata allocation.

4.2 Termination for Cause. If County fails to perform any of its obligations hereunder within the time and in the manner required, or otherwise violates any of the terms of this Agreement, then District may immediately terminate this Agreement by giving written notice of such termination and stating the reason for such termination. In such event, County shall be entitled to receive payment for all services satisfactorily rendered to such date, less the amount of any damages sustained by District resulting from County’s breach of the Agreement, if any.

4.3 Payment Upon Termination. Upon termination of this Agreement by County, District shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by District bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, District shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by District.

4.4 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Sheriff-Coroner, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

4.5 Termination for Non-Appropriation. Either party may terminate this Agreement at any time, upon giving the other party thirty (30) days written notice, for any of the following reasons:

- a. Either party has exhausted all funds legally available for payments to become due under this Agreement;
- b. Funds, which have been appropriated for purposes of this Agreement are withheld and are not, made available to either party;
- c. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year; or
- d. An appropriation of funds for the next fiscal years has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn.

5. Indemnification. County and District each agree to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release each other, including their respective supervisors, officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including themselves, resulting from County or District's own respective negligence or willful misconduct arising out of, pertaining to, or relating to the performance or obligations under this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers' compensation payable to or for the parties hereto or their agents under worker's compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. Each party shall maintain a self-funded insurance program and/or have in force insurance as described in "Exhibit B," which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute the parties authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for each parties' performance of this Agreement shall be extended by a number of days equal to the number of days each party has been delayed.

8. Extra or Changed Work. Only the Sheriff or Board of Supervisors may authorize extra (and/or changed). The parties expressly recognize that, pursuant to Sonoma County Code

Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements.

9. Representations of DISTRICT.

9.1 Standard of Care. County has relied upon the professional ability and training of party as a material inducement to enter into this Agreement. The County hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of DISTRICT's work by County shall not operate as a waiver or release.

9.2 Status of County. The parties intend that County, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. County is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to Article 4, above, County expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Records Maintenance. Each party shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to the other party for inspection at any reasonable time. Each party shall maintain such records for a period of four (4) years following completion of work hereunder.

9.4 Conflict of Interest. District covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. District further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, District shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing District's or such other person's financial interests.

9.5 Statutory Compliance/Living Wage Ordinance. County agrees to comply with, and to ensure compliance with from its subcontractors, all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance-- applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, District expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance

during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.6 Nondiscrimination. Without limiting any other provision hereunder, District shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7 AIDS Discrimination. District agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.8 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of District.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Attention: Sheriff's Administration
Sonoma County Sheriff's Office
2796 Ventura Avenue
Santa Rosa, CA 95403

Tel: (707) 565-2650

TO: DISTRICT: West Sonoma County Union High School District
Jing Liu – Accounts Payable
462 Johnson Street
Santa Rosa, CA 95472
Tel: (707) 824-6417

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. County and District acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. County and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

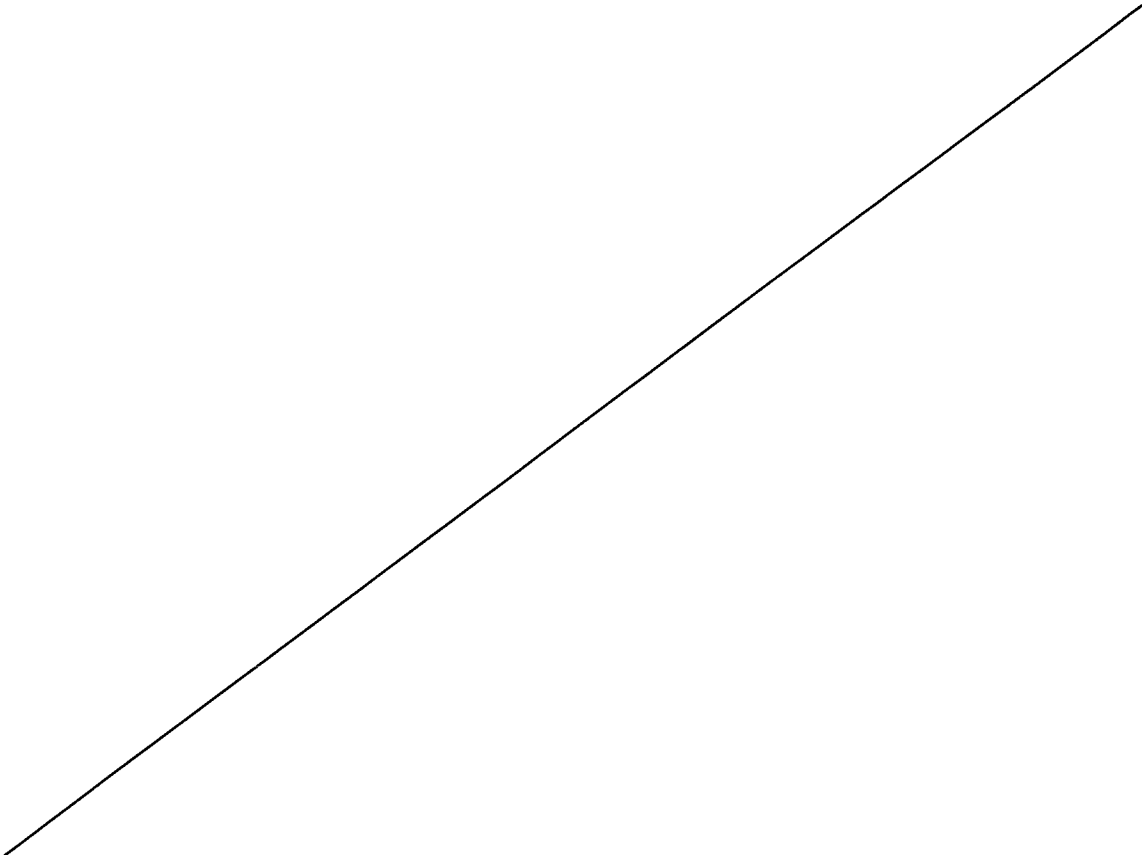
13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

DISTRICT

By: Toni Beal
Toni Beal, Superintendent and
authorized agent of West Sonoma
County Union High School District

Date: 6/27/19

COUNTY OF SONOMA

By: Mark Essick
Mark Essick, Sheriff-Coroner

Date: 7/25/19

APPROVED AS TO FORM FOR COUNTY

By: Peta Engesser
Deputy County Counsel

Date: 6/28/2019

CERTIFICATES OF INSURANCE ON
FILE WITH SHERIFF'S OFFICE

By: Maureen Nicolas
Department Analyst

Date: 7/31/19

Exhibit A
Payment Terms

The SRO shall be assigned to the school each school year as described in Section 1.1, Item C.1 – County’s Specified Services. Deputy’s daily time shall begin when Deputy leaves Sonoma County Sheriff’s Main Office and end when Deputy returns to Sheriff’s Main Office. For all services performed by County under this Agreement, District shall reimburse County based on actual costs not to exceed approved annual grant amounts. County shall invoice District for the applicable monthly costs on a monthly basis through the end of the school year, and District shall pay such monthly costs within 30 days of receipt of the invoice.

Estimated SCSO SRO Annual Costs	FY 1920	FY 2021
Deputy Cost	\$ 153,020	\$ 156,329
Vehicle Cost	\$ 15,174	\$ 15,174
Total Annual SCSO SRO Costs	\$ 168,194	\$ 171,503
Annual Salary Cost (based on Labor Contract Rates):		
Deputy Advanced Post	\$ 222,219	\$ 227,024
Estimated Annual Hours	\$ 2,091	\$ 2,091
Hourly Cost	\$ 106.26	\$ 108.56
District Hours Worked Per Year:	1440	(180 days, 8 hours/day)
District Days Worked Per Year:	180	
Mileage from SCSO to EMHS Round Trip	22.2	
Annual Vehicle Cost (based on County Fleet Rates):		
Mileage	\$ 2,304	\$ 2,304
Monthly Lease Rate	\$ 11,763	\$ 11,763
Fuel	\$ 1,107	\$ 1,107
Total Monthly Cost	\$ 15,174	\$ 15,174
County Monthly Fleet Rates:		
Mileage	0.32	
Lease	980.22	
Fuel	3.63	

Sheriff's Office actual costs not to exceed the approved grant award of \$174,780 for FY 19-20, and \$181,530 for FY 20-21. Once each fiscal year's grant appropriations are expended El Molino High School SRO services conclude, unless indicated otherwise in writing by both parties.

Exhibit B

Insurance Requirements

Each party shall maintain a self-funded insurance program and/or have in force the insurance described below.

1. Workers Compensation and Employers Liability Insurance

- a. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers' Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
- c. Each policy or program of self-insurance shall include an endorsement providing additional insured status for the other party, its officers, agents and employees

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Coverage shall apply to all owned, hired and non-owned autos.

4. Documentation

- a. Each party shall provide the other with a Certificate of Insurance documenting the required insurance.
- b. The Certificate of Insurance shall be submitted prior to the execution of this Agreement.
- c. A Certificate of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

5. Material Breach

If the parties, for any reason, fail to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The non-breaching party, at its sole option, may terminate this Agreement and obtain damages from the breaching party resulting from said breach. Alternatively, the non-breaching party may purchase such required insurance coverage, and without further notice, the non-breaching party may deduct from sums due that party any premium costs advanced by the breaching party for such insurance. These remedies shall be in addition to any other remedies available to the parties.

CERTIFICATE OF LIABILITY COVERAGE

COVERAGE PROVIDER:

BAY AREA SCHOOLS INSURANCE COOPERATIVE (BASIC)
(a California Joint Powers Authority)
1750 Creekside Oaks Drive, Suite 200
Sacramento, CA 95833

NAMED COVERED MEMBER:

Redwood Empire Schools Insurance Group
West Sonoma County Union High School
462 Johnson Street
Sebastopol, CA 95472

THE REFERENCED MEMORANDUM OF COVERAGE(S) ("MOC") AND/OR INSURANCE POLICY(IES) EXTEND INDEMNITY PROTECTION TO THE NAMED COVERED MEMBER, IN KEEPING WITH THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENTS/ POLICIES, FOR THE EFFECTIVE COVERAGE DATES, AND WITH THE STATED COVERAGE LIMITS. COVERAGE PROVIDED BY MOCS IS EXTENDED PURSUANT TO THE RIGHTS AND LIMITATIONS OF CALIFORNIA GOV'T CODE § 990 & 6500, ET SEQ.

TYPE OF COVERAGE	COVERAGE AFFORDED	MOC/POLICY NUMBER	EFFECTIVE DATE(S)	EXPIRATION DATE(S)	LIMITS	LIABILITY SELF INSURED RETENTION
GENERAL LIABILITY	General Liability Employment Practices Educators' Legal Liability Products Liability Completed Operations Liability	19MOELC	07/01/2019	07/01/2020	\$ 1,000,000	\$500,000
AUTOMOBILE LIABILITY	Automobile Liability (All Owned, Hired, Leased, and Borrowed)	19MOELC	07/01/2019	07/01/2020	\$ 1,000,000	\$500,000

THIS CERTIFICATE CONFERS NO RIGHT, BENEFIT, OR INTEREST IN THE REFERENCED MEMORANDUM(S) OF COVERAGE OR INSURANCE POLICY(IES), NOR DOES IT AMEND, MODIFY, ENLARGE OR ALTER THE COVERAGE AFFORDED BY SUCH DOCUMENTS. IF THE CERTIFICATE HOLDER IS CONTRACTUALLY ENTITLED TO BE NAMED AS AN ADDITIONAL COVERED MEMBER ("ACM") UNDER ANY COVERAGE AGREEMENT OR POLICY, THE CONTRACT IMPOSING THE OBLIGATION MUST BE PROVIDED TO THE NAMED COVERED MEMBER LISTED ABOVE FOR REVIEW AND APPROVAL BEFORE SUCH AN ENDORSEMENT WILL BE ISSUED; ACM COVERAGE IS NOT AUTOMATICALLY GRANTED.

Description and Date (s) of Event/Operations/Locations/Vehicle:

Additional remarks/schedule may be attached if more space is needed.

RE: School Resource Officer at El Molino High School during the 2019-2020 policy term.

Sonoma County Sheriff's Office is included as an additional covered member under the general liability per the attached endorsement referenced above but only as to the liability arising out of the negligent acts of the named covered member, with respects to use of facilities referenced above.

CERTIFICATE HOLDER:

Sheriff's Administration/Sonoma County Sheriff's Office
2796 Ventura Avenue
Santa Rosa, CA 95403

Cancellation of Coverage: If any of the policies described herein be cancelled before their expiration dates, notice will be delivered in accordance with policy provisions.

Issuer of this Certificate:

Commercial Lines - (707) 779-1100
USI Insurance Services LLC - CA Lic#: 0G11911
1039 N. McDowell Blvd.
Petaluma, CA 94954-1173

(This certificate replaces certificate#
14440527 issued on 7/23/2019)

POLICY NUMBER: 19MOELC

**THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE.
PLEASE READ IT CAREFULLY.**

**ADDITIONAL COVERED MEMBER — DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY

SCHEDULE

Name of Additional Covered Person(s) or Organization(s)

Sheriff's Administration/Sonoma County Sheriff's Office
2796 Ventura Avenue
Santa Rosa, CA 95403

RE: School Resource Officer at El Molino High School during the 2019-2020 policy term.

Sonoma County Sheriff's Office is included as an additional covered member under the general liability per the attached endorsement referenced above but only as to the liability arising out of the negligent acts of the named covered member, with respects to use of facilities referenced above.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section III – The Definition of a Covered Member is amended to include as an additional covered member the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



Independent Professional Service Contracts: Administrative Policy #4-6
Criteria for Determining Independent Contractor Status (Checklist)

Name of Contractor: West Sonoma County Union High School District
County Department: Sheriff Date: 7/23/19
Dept. Contact Person: Maureen Nicklas Phone: 565-8831

SECTION I

Please Answer the Following Questions For Determining Consistency with IRS Contractual Relationships:

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| a. Do I, as the employer, have the <u>right</u> to control not only the result of the work, but also the way in which it is done? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Am I setting the independent contractor's hours? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Is the independent contractor restricted from taking jobs from other businesses at the same time he/she is working for me? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Do I or other departments, to the best of my knowledge, have employee(s) with similar duties as the independent contractor? (Consult with the Personnel Department.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. Does the County supply assistants to the contractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. Does the County furnish training, tools, or equipment to the contractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

SECTION II

Please Answer the Following Question for Determining Compliance with County Administrative Policy #4 6:

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| a. Have you executed more than one contract (or any renewal, reissuance, change order, or extension of a contract) with this vendor for the same scope of work in the same fiscal year? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Signature: [Signature] Date: 7/24/19
Department Head or Authorized Representative

COUNTY COUNSEL REVIEW (for consistency with IRS criteria for independent contractual relationships):

- ☐ All questions in Section I. have a "NO" response and personal service contract is less than \$100,000; therefore, County Counsel signature not required.
- ☐ All questions in Section I. have a "NO" response and contract is less than \$150,000 for ISD, GS, ACTTC, & CAO; therefore, County Counsel signature not required.
- ☒ Approved, even though a "yes" is marked [Signature] 7/23/2019
County Counsel Date

County Counsel explanation of exception (use back of form if necessary):

- ☐ Not approved _____
County Counsel Date

Instruction for Distribution:

This form must accompany all independent contractor agreements submitted to County Council for approval, the Board or Purchasing Agent for execution, and the Auditor-Controller/Treasurer-Tax Collector Department for payment. The Purchasing Agent shall not execute, nor Auditor-Controller/Treasurer-Tax Collector pay, any contract not approved. All contracts marked "not approved" will be returned to the department.

- ☒ IRS Form W-9 included for first time contract or Vendor No. Not Needed - Revenue contract data incorrect.
- ☐ EFS Vendor No. _____ has correct 1099 information.