

# EL DORADO COUNTY SHERIFF'S OFFICE

## AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

NAME OF CLIENT: **El Dorado Union High School District**

JOB SITE ADDRESS: **Ponderosa High School, Oak Ridge High School, Union Mine High School and Independence High School**

BILLING ADDRESS: **4675 Missouri Flat Road, Placerville, CA 95667**

TELEPHONE NUMBER: **(530)622-5081 ext 7210**

This Agreement is made this September 22, 2020, between the County of El Dorado, hereinafter referred to as "COUNTY" and **El Dorado Union High School District**, hereinafter referred to as the "CLIENT".

### DESCRIPTION OF PROPERTY

1. The purpose of this Agreement is to state the terms and conditions under which the COUNTY will furnish supplemental law enforcement services to CLIENT. The premises where such service is to be provided is: **Ponderosa High School, Oak Ridge High School, Union Mine High School and Independence High School**, hereinafter referred to as the "PROTECTED PROPERTY".

### PURPOSE OF AGREEMENT

2. The COUNTY will, as staffing levels permit, furnish supplemental enforcement security for **Athletic and School Events** as follows: **various dates between when Agreement is fully executed and June 30, 2021 as mutually agreed in writing between authorized representatives of the parties in advance of each such event, with service levels for each event also mutually agreed in writing.**

### RIGHT OF ENTRY

3. CLIENT hereby authorizes COUNTY to enter the PROTECTED

PROPERTY described hereinabove whenever necessary in order to fulfill the provisions of Paragraph 2 hereinabove.

#### COMPENSATION

4. For the services herein agreed to be performed, the CLIENT shall pay the COUNTY the actual costs of the supplemental law enforcement services, and an additional administrative cost of 12%. The hourly rate of deputies is not to exceed \$81.55 per hour.

CLIENT shall pay COUNTY in full the cost after COUNTY provides the services described in Paragraph 2 hereinabove.

#### UNIFORMS AND EQUIPMENT

5. While on duty at the PROTECTED PROPERTY, each officer shall be completely outfitted in his/her official uniform, badge, and other equipment normally worn by said officers during their normal course of duty.

#### SUPERVISION

6. At all times during the performance of this Agreement, officer(s) providing supplemental law enforcement services pursuant to this Agreement shall be under the direct supervision and control of the Sheriff of El Dorado County and his designated subordinates. In the event of an emergency situation with the County of El Dorado, the Sheriff and/or his subordinates shall have the right to dispatch any or all officers performing services under this contract to the scene of the emergency.

#### EMPLOYEE OF THE COUNTY

7. All officers furnished by the COUNTY pursuant to this Agreement shall be employees of the COUNTY. The COUNTY will have the sole responsibility of paying

the salary, taxes (including, but not limited to, federal social security taxes and federal and California unemployment taxes) and all other expenses relating to each employee of the COUNTY. The COUNTY shall further furnish and keep in full force and effect workers' compensation insurance covering all employees of the COUNTY engaged in performing the services required by this Agreement.

#### TERMINATION

8. Either party may terminate this Agreement at any time by giving ---7--- day(s) written notice to the other party. In the event such services are terminated, payment shall be made for all hours worked by COUNTY employees up to the time of effective termination.

#### TERMINATION AND HOLD-HARMLESS AGREEMENT

9. The CLIENT hereby releases the COUNTY from any and all liability for personal injury or property damage arising out of the use of the officers of the COUNTY on the PROTECTED PROPERTY and agrees to hold the COUNTY free, clear and harmless from any and all claims and demands whatsoever for personal injury or property damage arising out of such use of officers of the COUNTY, unless such injury or property damage is a result of the negligence of the COUNTY or its employees.

#### GOVERNING LAW, ENTIRETY OF AGREEMENT

#### AND PARTIAL INVALIDITY

10. This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. If any provision in this Agreement is held by any Court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

**Requesting Contract Administrator Concurrence:**

COUNTY OF EL DORADO

BY:

  
John D'Agostini

TITLE: Sheriff

DATE:

8/26/20

EL DORADO UNION HIGH SCHOOL DISTRICT

BY:

  
Chuck Palmer

TITLE:

Senior Director Student Services

DATE:

8/13/20

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 9/22/2020

By: Brian Veerkamp  
Brian Veerkamp, Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kim Dawson  
Deputy Clerk

Dated: 9/22/2020

-- CLIENT --

El Dorado Union High School District

By: [Signature]  
"Client"

Dated: 8/13/20