

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated _____ and is between
3 the County of Fresno, a political subdivision of the State of California ("County") and City of
4 Fowler, a municipal corporation, whose address is 128 S. Fifth Street, Fowler, CA 93625
5 ("City"). County and City may be collectively referred to herein as "Parties" or in the singular as
6 "Party."

7 **Recitals**

8 A. WHEREAS, City desires to secure law enforcement dispatch services/9-1-1 answering
9 responsibilities for City from County, through the Fresno County Sheriff's Office, within City's
10 boundaries;

11 B. WHEREAS, County has provided these services to City through its Sheriff's Office or its
12 designee ("Sheriff's Office") since December of 1988;

13 C. WHEREAS, County agrees to continue to render such law enforcement dispatch
14 services/9-1-1 answering responsibilities for City within the City's boundaries ("Services"), and
15 City agrees to pay County the cost of performing such services at the rates and according to the
16 terms and conditions set forth in this Agreement.

17 The parties therefore agree as follows:

18 **Article 1**

19 **County's Services**

20 1.1 **Scope of Services.** County shall provide law enforcement dispatch services as
21 described in **Exhibit A**, attached and incorporated by this reference.

22 1.2 The performance of Services for City, including the standards of performance, the
23 discipline and control of personnel and officers, and all other matters incident to the
24 performance of these Services shall be the right and responsibility of County. In the case of a
25 dispute between the Parties as to the extent of the duties, functions, or the minimum level or
26 manner of performance of such services to be rendered under this Agreement, the final and
27 conclusive determination shall be made by the County, through its Sheriff's Office.
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1 County. Such notice shall be given in March of 2025, and yearly thereafter during the term of
2 this Agreement. Upon City's written approval of the changes to the monthly compensation due
3 to changes to the "per resident charge" and "population estimate" figures, the new monthly
4 compensation amount shall be effective July 1st of the same year such notice of the change was
5 given by County.

6 3.2 As indicated in **Exhibit B**, the rate specified per resident (Dispatcher Per Capita) to
7 be charged by County, and subsequently paid by City, are the rates set forth in the County's
8 Master Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (d)
9 ("Master Fee Schedule"), for performing the Services. The Parties agree that if and when the
10 Master Fee Schedule is amended, changed, or revised, in any way that changes the rates being
11 charged for the Services, that County shall provide City with written notice of such new rate
12 proposed to be charged by the County for Services under **Exhibit B**. The City shall pay such
13 revised rate from the date of the amendment, change, or revision, going forward. The Parties
14 further agree that if and when the Master Fee Schedule is amended changed, or revised, in any
15 way that changes the rates being charged for the Dispatch Services under **Exhibit B**, such new
16 rates shall replace any contrary or conflicting rate, from the effective date of the amendment,
17 change, or revision in the rate(s). The parties acknowledge that the County's Master Fees
18 Schedule is subject to change.

19 3.3 **Maximum Compensation.** The maximum compensation payable to the County
20 under this Agreement shall not exceed a total of \$415,639 for the initial term, \$582,773 for the
21 first extension, or \$766,621 for the second extension. The County acknowledges that the City is
22 a local government entity, and does so with notice that the County's powers are limited by the
23 California Constitution and by State law, and with notice that County may receive compensation
24 under this Agreement only for services performed according to the terms of this Agreement and
25 while this Agreement is in effect, and subject to the maximum amount payable under this
26 section. The County further acknowledges that City employees have no authority to pay the
27 County except as expressly provided in this Agreement. The maximum total is estimated with a
28 10% increase, which may be less or more, depending on the approved Master of Schedule

1 Fees. As of fiscal year 2024-25, City's population is 7,367 multiplied by the Dispatcher Per
2 Capita rate at \$16.35 for the first half of the fiscal year before the new MSF rate of \$17.74 was
3 approved by the Fresno County Board of Supervisors on December 3, 2024, which took effect
4 thirty (30) days afterward. Thereafter, the estimated 10% increases are as follows:

5 FY 2024-25 (Year 1) (Population 7,367 x rate \$16.35) \$120,450.45

6 Divided in half to split a year: $\$120,450.45/2 = \$60,225.23$

7 FY 2024-25 (Year 1) (Population 7,367 x rate \$17.74) \$130,690.58

8 Divided in half to split a year: $\$130,690.58/2 = \$65,345.29$

9 Total of FY 2024-25 = \$125,570.52

10 FY 2025-26 (Year 2) (Estimated 10% increase over prior fiscal year) Total = \$138,127.57

11 FY 2026-27 (Year 3) (Estimated 10% increase over prior fiscal year) Total = \$151,940.33

12 FY 2027-28 (Year 4) (Estimated 10% increase over prior fiscal year) Total = \$167,134.36

13 FY 2028-29 (Year 5) (Estimated 10% increase over prior fiscal year) Total = \$183,847.80

14 Total \$766,620.58, rounded up to \$766,621.00.

15 3.4 **Invoices.** The County shall submit monthly invoices to the City and City shall pay the
16 County within thirty (30) calendar days of receipt of any such invoice. At the end of the Fiscal
17 Year, or the expiration or termination of this Agreement, County may, in the discretion of Sheriff
18 or its designee, submit a final invoice for all amounts then unpaid, including, but not limited to,
19 any remaining, unpaid hours of Services, as outlined in Article 1 and City shall pay the full
20 amount of this final invoice within thirty (30) days of receipt thereof.

21 3.5 **Payment.** The City shall pay each correctly completed and timely submitted invoice
22 within thirty (30) days after receipt. Any payment made more than thirty (30) days after receipt of
23 an invoice may result in contract termination of service reduction, in the sole discretion of the
24 Fresno County Sheriff's Office, without any penalty or recourse against County. City shall remit
25 payments to the County's address specified in the invoice.

26 3.6 **Incidental Expenses.** The County is solely responsible for all of its costs and
27 expenses that are not specified as payable by the County under this Agreement.

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1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This Agreement is effective retroactive to July 1, 2024 and terminates on June
4 30, 2027, except as provided in section 4.2, "Extension," or Article 6, "Termination and
5 Suspension," below.

6 4.2 **Extension.** The term of this Agreement may be extended for no more than two (2),
7 one-year periods upon written approval by both Parties at least thirty (30) days prior to the
8 termination date referenced in Section 4.1, and at least thirty (30) days prior to the termination
9 date of the first one-year extension period. The Sheriff or his or her designee is authorized to
10 sign the written approval on behalf of the County based on the City's satisfactory performance.
11 The City's Chief of Police is authorized to sign the written approval on behalf of the City. The
12 extension of this Agreement by the County is not a waiver or compromise of any default or
13 breach of this Agreement by the City existing at the time of the extension whether or not known
14 to the County.

15 **Article 5**

16 **Notices**

17 5.1 **Contact Information.** The persons and their addresses having authority to give and
18 receive notices provided for or permitted under this Agreement include the following:

19
20 **For the County:**
21 Sheriff's Captain
22 Sheriff-Coroner-Public Administrator
23 County of Fresno
24 2200 Fresno Street
25 Fresno, CA 93721
26 Sheriff.Payables@fresnosheriff.org
27 Fax: 559-600-8318

28 **For the City:**
29 Chief of Police
30 Fowler Police Department
31 City of Fowler
32 128 S. Fifth Street
33 Fowler, CA 93625
34 mreid@ci.fowler.ca.us
35 Phone No.: 559-834-2112

1 (A) Terminate this Agreement; or

2 (B) The Parties may modify the Services and compensation and negotiate a new
3 agreement .

4 **6.2 Termination for Breach.**

5 (A) Upon County determining that a breach (as defined in paragraph (C) below) has
6 occurred, the County shall give written notice of the breach to the City. The County may
7 not suspend performance of Services under this Agreement without first providing
8 written notice of the breach to the City and providing no less than thirty (30) days for
9 City to cure the breach.

10 (B) If the City fails to cure the breach to the County's satisfaction within the time
11 stated in the written notice, the County may terminate this Agreement immediately upon
12 City's failure to cure.

13 (C) For purposes of this section, a breach occurs when, in the determination of the
14 County, the City has failed to comply with or improperly performed any part of this
15 Agreement.

16 **6.3 Termination without Cause.** In circumstances other than those set forth above,
17 either Party may terminate this Agreement by giving at least thirty (30) days advance written
18 notice to the other Party.

19 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the City or
20 County under this Article 6 is without penalty to, or further obligation of, the City or County.

21 **Article 7**

22 **Independent Contractor**

23 **7.1 Status.** In performance of the work, duties and obligations assumed by County
24 under this Agreement, it is mutually understood and agreed that County, including any and all of
25 County's officers, agents, and employees, will at all times be acting and performing as an
26 independent contractor, and shall act in an independent capacity, and not as an officer, agent,
27 servant, employee, joint venturer, partner, or associate of the City. Furthermore, City shall have
28 no right to control or supervise or direct the manner or method by which County shall perform its

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

6 8.2 **Survival.** This Article 8 shall survive the termination or expiration of this Agreement.

7 **Article 9**

8 **Reserved**

9 **Article 10**

10 **Inspections, Audits, and Public Records**

11 10.1 **Inspection of Documents.** Either Party shall make available for examination at any
12 time during regular business hours, all of the other Party's records and data with respect to the
13 matters covered by this Agreement, excluding attorney-client privileged communications. A
14 Party shall, upon request by the other Party, permit the requesting Party to audit and inspect all
15 such records and data to ensure the Party's compliance with the terms of this Agreement.

16 10.2 **State Audit Requirements.** Since this Agreement exceeds \$10,000, the County and
17 City shall be subject to the examination and audit of the California State Auditor, as provided in
18 Government Code section 8546.7, for a period of three (3) years after final payment under this
19 Agreement. This section survives the termination of this Agreement.

20 10.3 **Public Records.** The County is not limited in any manner with respect to its public
21 disclosure of this Agreement or any record or data that the City may provide to the County. The
22 County's public disclosure of this Agreement or any record or data that the City may provide to
23 the County may include but is not limited to the following:

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

27 (B) The County may voluntarily, or upon request by any member of the public or
28 governmental agency, disclose to the public or such governmental agency any record or

1 data that the City may provide to the County, unless such disclosure is prohibited by
2 court order.

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

6 (D) This Agreement, and any record or data that the City may provide to the County,
7 is subject to public disclosure as a public record under the California Public Records Act
8 (California Government Code, Title 1, Division 10, beginning with section 7920.000)
9 (“CPRA”).

10 (E) This Agreement, and any record or data that the City may provide to the County,
11 is subject to public disclosure as information concerning the conduct of the people’s
12 business of the State of California under California Constitution, Article 1, section 3,
13 subdivision (b).

14 (F) Any marking of confidentiality or restricted access upon or otherwise made with
15 respect to any record or data that the City may provide to the County shall be
16 disregarded and have no effect on the County’s right or duty to disclose to the public or
17 governmental agency any such record or data.

18 **10.4 Public Records Act Requests.** If a Party (“Requesting Party”) receives a written or
19 oral request under the CPRA to publicly disclose any record that is in the other Party’s
20 (“Disclosing Party”) possession or control, and which the Requesting Party has a right, under
21 any provision of this Agreement or applicable law, to possess or control, then the Requesting
22 Party may demand, in writing, that the Disclosing Party deliver to the Requesting Party, for
23 purposes of public disclosure, the requested records that may be in the possession or control of
24 the Disclosing Party. Within five (5) business days after the Requesting Party’s demand, the
25 Disclosing Party shall (a) deliver to the Requesting Party all of the requested records that are in
26 the Disclosing Party’s possession or control, together with a written statement that the
27 Disclosing Party, after conducting a diligent search, has produced all requested records that are
28 in the Disclosing Party’s possession or control that are responsive to the CPRA request, or (b)

1 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
2 or related to this Agreement.

3 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
4 County, California. City consents to California jurisdiction for actions arising from or related to
5 this Agreement, and, subject to the Government Claims Act, all such actions must be brought
6 and maintained in Fresno County.

7 12.5 **Construction.** The final form of this Agreement is the result of the Parties' combined
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
10 against either Party.

11 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

12 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
13 only and are not part of this Agreement.

14 12.8 **Severability.** If anything in this Agreement is found by a court of competent
15 jurisdiction to be unlawful or otherwise unenforceable, the remaining terms of this Agreement
16 shall remain in full force and effect, and the Parties shall make their best efforts to replace the
17 unlawful or unenforceable part(s) of this Agreement with lawful and enforceable terms intended
18 to accomplish the Parties' original intent.

19 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
20 not unlawfully discriminate against any employee or applicant for employment, or recipient of
21 services, because of race, religious creed, color, national origin, ancestry, physical disability,
22 mental disability, medical condition, genetic information, marital status, sex, gender, gender
23 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
24 all applicable State of California and federal statutes and regulation.

25 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
26 of the City under this Agreement on any one or more occasions is not a waiver of performance
27 of any continuing or other obligation of the City and does not prohibit enforcement by the County
28 of any obligation on any other occasion.

1 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
2 between the City and the County with respect to the subject matter of this Agreement, and it
3 supersedes all previous negotiations, proposals, commitments, writings, advertisements,
4 publications, and understandings of any nature unless those things are expressly included in
5 this Agreement. If there is any inconsistency between the terms of this Agreement without its
6 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
7 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
8 exhibits.

9 12.12 **No Third-Party Beneficiaries.** This Agreement does not, and is not intended to,
10 create any rights or obligations for any person or entity except for the Parties.

11 12.13 **Authorized Signature.** The City represents and warrants to the County that:

12 (A) The City is duly authorized and empowered to sign and perform its obligations
13 under this Agreement.

14 (B) The individual signing this Agreement on behalf of the City is duly authorized to
15 do so and his or her signature on this Agreement legally binds the City to the terms of
16 this Agreement.

17 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
18 electronic signature as provided in this section.

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

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

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

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

8 (E) This Agreement is not conditioned upon the parties conducting the transactions
9 under it by electronic means and either Party may sign this Agreement with an original
10 handwritten signature.

11 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
12 original, and all of which together constitute this Agreement.

13 [SIGNATURE PAGE FOLLOWS]
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1 The Parties are signing this Agreement on the date stated in the introductory clause.

2 CITY OF FOWLER

COUNTY OF FRESNO

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4 

5 _____
6 Michael Reid
7 City Manager
8 City of Fowler
9 128 S. 5th Street
10 Fowler, CA 93625

_____ Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno

11 _____
12 **Attest:**
13 Bernice E. Seidel
14 Clerk of the Board of Supervisors
15 County of Fresno, State of California

16 By: _____
17 Deputy

18 For accounting use only:

19 Org No.: 31113320
20 Account No.: 4975
21 Fund No.: 0001
22 Subclass No.: 10000
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Exhibit A

Scope of Services

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3 Law Enforcement Dispatch Services: County agrees, through its Sheriff's Office, to
4 receive phone calls at the Sheriff's Office communications center for requests to dispatch City's
5 police department personnel in response to such requests. The Services provided under this
6 Agreement do not include, and the Sheriff's Office shall not provide, any dispatch services for
7 requests for emergency medical services or fire suppression services. If the Sheriff's Office
8 receives telephone calls requesting emergency medical services or fire suppression services
9 within City boundaries, the Sheriff's Office shall transfer those calls to the emergency medical
10 services dispatching center. The Sheriff's Office shall provide Services via the radio to direct
11 City's police department personnel to various calls for service.

12 The Sheriff's Office shall also provide, within the limitations of this Agreement, training to
13 City's police personnel in the use of the Sheriff's Office's radio procedures and language as
14 deemed necessary by the Parties. This training shall cover the computer priority systems,
15 uniformity of dispositions, and radio language and proper radio etiquette.

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Exhibit B

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

4 1. County agrees to perform Services for the City at the rate specified below per resident of
5 the City (as determined by the State Department of Finance certified population
6 estimated as of January 1st of that year) until such time as the rate is updated pursuant
7 to Article 3 of this Agreement. Under this Agreement, the County's cost recovery shall be
8 100%, at the then-current rate (i.e. the rate listed at the time the service is provided)
9 listed in the Master Schedules of Fees Charges, and Recovered Costs, Section 2609,
10 subdivision (a), for the Dispatcher Per Capita at the rate, per hour. City acknowledges
11 that these rates are subject to change, as delineated in the Agreement. The total
12 amount of the Law Enforcement Dispatch Services to be provided and paid for, and the
13 manner of invoicing, is depicted in the Agreement.

14 2. Monthly Charge for FY 2024-25 (July 1, 2024 - June 30, 2025) (hereinafter the "2025-
15 2025 Monthly Charge") is charged to the prior November 28, 2023 and latest December
16 3, 2024 approved Master Schedule of Fees (MSF) rates for the following:

17 A. The methodology to calculate these amounts are as follows:

- 18 • (July 1, 2024 – December 31, 2024) Per resident charge = \$16.35 (100% of
19 \$16.35 per resident)
- 20 • Number of residents in City (as determined by State Department of Finance
21 certified population estimate as of January 1, 2023 and 2024) = 7,367
- 22 • 2024-2025 Monthly Charge = $(\$16.35/\text{resident} \times 7,367 \text{ residents})/12 =$
23 $\$120,450.45$ divided in half to split a year: $\$120,450.45/2 = \$60,225.23$
24 months = \$10,037.54/month
- 25 • (January 1, 2025 – June 30, 2025) Per resident charge = \$17.74 (100% of
26 \$17.74 per resident)
- 27 • Number of residents in City (as determined by State Department of Finance
28 certified population estimate as of January 1, 2023 and 2024) = 7,367

Exhibit B

- 2024-2025 Monthly Charge = $(\$17.74/\text{resident} \times 7,367 \text{ residents})/12 =$
 $\$130,690.58$ divided in half to split a year: $\$130,690.58/2 = \$65,345.29$
months = $\$10,890.88/\text{month}$

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