

AGREEMENT

THIS AGREEMENT is made and entered into this 29th day of January, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF SAN JOAQUIN, a California Municipal Corporation, whose address is PO Box 758, San Joaquin, CA 93660 hereinafter referred to as "CITY." COUNTY and CITY may be collectively referred to herein as "Parties" or in the singular as "Party."

WITNESSETH:

WHEREAS, CITY desires to secure law enforcement services from the COUNTY, through the Fresno County Sheriff-Coroner-Public Administrator's (SCPA) Office, within the limitations of this contract, general law enforcement services within the corporate limits of CITY ; and

WHEREAS, COUNTY agrees to render such law enforcement services. within the CITY's corporate limits, according to the terms and conditions hereinafter set forth, and CITY agrees to pay COUNTY the cost of performing such services at the rates and under the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereto agree as follows:

1. SERVICES PROVIDED BY COUNTY

A. General Law Enforcement Services: COUNTY agrees its SCPA's Office will provide, within the limitations of this Agreement, law enforcement services consisting of a Deputy Sheriff as set forth in Exhibit A, attached hereto and incorporated herein by this reference, to exercise law enforcement functions within CITY for up to thirty (30) hours per week for fifty-two (52) weeks during the term of this Agreement, from July 1, 2018, and June 30, 2019. The exact amount of services to be provided per week shall be confirmed, in writing, as often as necessary, by the Parties, with the SCPA, or her/his designee, being authorized to agree on behalf of the COUNTY to the amount of services to be provided per week. The law enforcement services provided to CITY shall be services of the type customarily provided by COUNTY's SCPA within the unincorporated territories of the COUNTY and may include, as determined by COUNTY, through its SCPA or her/his designee, enforcement of ordinances of the type customarily enforced by the SCPA within the unincorporated territories of the COUNTY and additional services unique to CITY such as

1 traffic accident investigation. Duties to be performed by the COUNTY include Calls for Service, Self-initiated
2 Activity, and Directed Activity. These services are delivered by personnel from Sheriff's Patrol Bureau in
3 both uniform and non-uniform assignments providing preliminary and investigative follow up to CITY law
4 enforcement functions. In addition, the Parties agree that should COUNTY's SCPA determine that
5 additional hours of General Law Enforcement Services beyond the level stated above are appropriate and
6 should COUNTY SCPA determine COUNTY has sufficient resources to do so, COUNTY's SCPA will
7 provide additional law enforcement services. COUNTY has and retains sole discretion, to be exercised by
8 the SCPA or her/his designee, in deciding the manner in which General Law Enforcement Services are
9 provided, as well as the dates and times such services are provided.

10 B. Along with the aforementioned General Law Enforcement Services, and as a result of CITY's
11 purchase of the General Law Enforcement Services, COUNTY's SCPA shall provide 24-hour law
12 enforcement dispatching/9-1-1 primary answering services and may, at the SCPA's or her/his designee's
13 discretion, provide specialized services and functions within the CITY as resources permit. Such
14 specialized services and function may include services related to the following: Homicide, Juvenile,
15 Narcotics, SWAT, Search and Rescue, and Explosive Ordinance Disposal.

16 C. Special Events Services: CITY acknowledges, agrees, and represents that CITY events that
17 require law enforcement services which occur or take place outside of normal city operations and hours,
18 which are the result of some scheduled event, are not included in the General Law Enforcement
19 Services set forth in 1.A. and are instead "Special Events Service(s)." CITY shall notify SCPA' at least
20 thirty (30) days in advance of the need for any such Special Events Service(s) if and when CITY desires
21 COUNTY to provide law enforcement services at such an event. In the event COUNTY provides Special
22 Events Service(s), which is to be determined and agreed to by the SCPA or her/his designee, such
23 services may include traffic accident investigation, Calls for Service, Self-initiated Activity, Directed
24 Activity, Homicide, Juvenile, Narcotics, SWAT, Search and Rescue, and Explosive Ordinance Disposal
25 that are agreeable between COUNTY and CITY. The Fresno County SCPA or her/his designee, acting
26 on behalf of the COUNTY, is authorized to agree to provide some or all, to or decline to provide any, of
27 the Special Events Service(s) requested by CITY. Special Events Service(s) are chargeable to CITY at
28 the rates identified in Exhibit A and in this Agreement.

1 D. The performance of General Law Enforcement Services and Special Event Services, including
2 the standards of performance, the discipline of officers, and all other matters incident to the performance
3 of law enforcement services and the control of law enforcement personnel, shall be the right and
4 responsibility of COUNTY. In the case of dispute between the Parties as to the extent of services,
5 duties, or functions to be rendered under this Agreement, or the minimum level or manner of such
6 performance of such services, the determination made by the COUNTY, through its SCPA, or her/his
7 designee, shall be final and conclusive.

8 E. All General Law Enforcement Services and Special Event Services shall be accounted for by
9 SCPA Communication Center computer summaries or written logs. A monthly report of contracted hours
10 shall also be provided to CITY for review.

11 F. The SCPA is and shall be designated as the Police Chief of the CITY at all times during the term
12 of this Agreement. The extent responsibilities of the SCPA, as the Police Chief of the CITY, and the extent
13 to which those responsibilities apply, will be in accordance to the law or, if no applicable law, determined in
14 the sole discretion of the SCPA. The SCPA shall and will appoint or designate a Deputy to act as a liaison
15 with CITY Manager and other CITY peace officers.

16 2. TERM

17 This Agreement shall become effective on the 1st day of July, 2018 and shall terminate on the 30th
18 day of June, 2019.

19 3. TERMINATION

20 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
21 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
22 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
23 terminated, at any time by giving the CITY thirty (30) days advance written notice.

24 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
25 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 26 1) An illegal or improper use of funds;
- 27 2) A failure to comply with any term of this Agreement;
- 28 3) A substantially incorrect or incomplete report submitted to the COUNTY;

1 4) Improperly performed service.

2 C. Without Cause - Under circumstances other than those set forth above, this
3 Agreement may be terminated, for any reason or no reason, by COUNTY upon the giving of thirty (30) days
4 advance written notice of an intention to terminate to CITY.

5 4. COMPENSATION/INVOICING:

6 A. CITY shall pay COUNTY the cost of performing General Law Enforcement Services,
7 as set forth in Section 1.A, above, at the applicable rate for such services as delineated in Exhibit A. In
8 addition, CITY shall pay COUNTY for any additional General Law Enforcement Services and Special
9 Events Service(s), as set forth in Sections 1.A and 1.C., respectively, as agreed upon by COUNTY and
10 CITY, at the applicable rate for such services as delineated in Exhibit A.

11 B. As indicated in Exhibit A, the hourly rates to be charged by COUNTY, and
12 subsequently paid by CITY, are the rates set forth in the County's Master Schedule of Fees, Charges, and
13 Recovered Costs, Section 2609, subdivision (a), for Overtime rates, in place at the time the services are
14 provided. The parties agree that if and when the Master of Schedule of Fees, Charges, and Recovered
15 Costs, Section 2609, subdivision (a), is amended, changed, or revised, in any way that changes the rates
16 being charged for the services identified in this Agreement and Exhibit A, that the new rates will be charged
17 by COUNTY, and paid by CITY, for any services provided pursuant to this Agreement and Exhibit A, from
18 the date of the amendment, change, or revision, going forward. The parties further agree that if and when
19 the Master of Schedule of Fees, Charges and Recovered Costs is amended, changed, or revised, in any
20 way that changes the rates being charged for the services identified in this Agreement and Exhibit A, such
21 amended, changed, or revised rate will automatically and without any notice to CITY be incorporated into
22 this Agreement and Exhibit A, replacing any contrary or conflicting rate, from the effective date of the
23 amendment, change, or revision in the rate(s), and will become the new rate to be paid by CITY to
24 COUNTY for services provided, from the effective date of the rate change forward. The parties
25 acknowledge that the County's Master Schedule of Fees, Charges, and Recovered Costs is subject to
26 change.

27 C. COUNTY shall submit monthly invoices to CITY and CITY shall pay COUNTY
28 within thirty (30) calendar days of receipt of any such invoice. At the expiration or termination of this

1 Agreement, COUNTY may, in the discretion of SCPA or her/his designee, submit a final invoice for all
2 amounts then unpaid, including any remaining unpaid hours of General Law Enforcement Services, and
3 CITY shall pay the full amount of this final invoice within thirty (30) days of receipt thereof. Any
4 payment made more than 30 days after receipt of an invoice may result in contract termination or
5 service reduction, in the sole discretion of the Fresno County SCPA, without any penalty or recourse
6 against COUNTY.

7 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
8 assumed by COUNTY under this Agreement, it is mutually understood and agreed that COUNTY, including
9 any and all of the COUNTY'S officers, agents, and employees will at all times be acting and performing as
10 an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
11 employee, joint venturer, partner, or associate of the CITY. Furthermore, CITY shall have no right to control
12 or supervise or direct the manner or method by which COUNTY shall perform its work and function.
13 However, CITY shall retain the right to administer this Agreement so as to verify that COUNTY is
14 performing its obligations in accordance with the terms and conditions thereof.

15 CITY and COUNTY shall comply with all applicable provisions of law and the rules and regulations,
16 if any, of governmental authorities having jurisdiction over matters the subject thereof.

17 The Parties shall be solely liable and responsible for providing to, or on behalf of, their employees
18 all legally-required employee benefits. In addition, Parties shall be solely responsible and save the other
19 Party harmless from all matters relating to payment of each Party's employees, including compliance with
20 Social Security withholding and all other regulations governing such matters.

21 6. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
22 written consent of all the parties without, in any way, affecting the remainder.

23 7. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
24 nor their rights or duties under this Agreement without the prior written consent of the other party.

25 8. HOLD HARMLESS: CITY agrees to indemnify, save, hold harmless, and at COUNTY'S
26 request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses
27 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to
28 COUNTY in connection with the performance, or failure to perform, by CITY, its officers, agents, or

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

COUNTY agrees to indemnify, save, hold harmless and, at CITY's request, defend the CITY, its officers, agents and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to CITY in connection with the performance, or failure to perform by COUNTY, its officers, agent, or employees under this Agreement.

9. AUDITS AND INSPECTIONS: The CITY shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CITY shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CITY's compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), COUNTY and CITY shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

10. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Fresno County SCPA
2200 Fresno Street
Fresno, CA 93721
Attention: Business Office
FAX No.: 559-488-3348

CITY

City of San Joaquin
Attention: Elizabeth Nunez
P.O. Box 758
San Joaquin, CA 93660
FAX No.: 559-693-2193

All notices between the COUNTY and CITY provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the

1 recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business
2 day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery
3 instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic
4 facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed
5 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next
6 beginning of a COUNTY business day), provided that the sender maintains a machine record of the
7 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
8 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
9 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
10 beginning with section 810).

11 11. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
12 only be in Fresno County, California.

13 The rights and obligations of the parties and all interpretation and performance of this Agreement
14 shall be governed in all respects by the laws of the State of California.

15 12. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
16 CITY and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
17 negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any
18 nature whatsoever unless expressly included in this Agreement.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CITY OF SAN JOAQUIN**

5
6 Julia Hernandez, Mayor
City of San Joaquin

7 *Hilda Cantin Monty*
8 Legal Counsel, City of San Joaquin

9
10 21900 Colorado Avenue
11 P.O. Box 758
San Joaquin, CA 93660

12 Mailing Address

COUNTY OF FRESNO

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

ATTEST:

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

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15
16
17 By: *Susan Bishop*
Deputy

18 **FOR ACCOUNTING USE ONLY:**

19 ORG No.: 31113298
20 Account No.: 4975
21 Requisition No.: N/A
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28

“Exhibit A”

I. General Law Enforcement Services:

CITY agrees to pay COUNTY for providing General Law Enforcement Services under Sections 1.A and 4 of the Agreement, as follows:

COUNTY will provide a 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 the Deputy Sheriff III at the “Overtime” hourly rate, per hour, per Deputy. CITY acknowledges that these rates are subject to change, as delineated in the Agreement. The total amount of the General Law Enforcement Services to be provided and paid for, and the manner of invoicing, is depicted in the Agreement.

II. Special Events Services

CITY agrees to pay COUNTY for providing Special Event Service(s), under Sections 1.C and 4 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 Codes, Section 2609, subdivision (a), the Deputy Sheriff III at the “Overtime” hourly rate, per hour, per Deputy, and CITY acknowledges that these rates are subject to change, as delineated in the Agreement. Invoicing provisions are as per the invoicing provisions in the Agreement.