

**AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 5<sup>th</sup> day of August, 2025, by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and FIG GARDEN POLICE PROTECTION DISTRICT (FGPPD), a police protection district formed pursuant to Health and Safety code section 20300 et seq., whose address is PO Box 5932, Fresno, CA 93755, ("DISTRICT"). COUNTY and DISTRICT may be collectively referred to herein as "Parties" or in the singular as "Party."

WITNESSETH:

WHEREAS, DISTRICT desires to secure law enforcement services within DISTRICT's boundaries from COUNTY, through the Fresno County Sheriff's Office; and

WHEREAS, COUNTY agrees to render such law enforcement services within DISTRICT's boundaries according to the terms and conditions hereinafter set forth, and DISTRICT 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 Sheriff's Office ("Sheriff's Office") shall provide, within the limitations of this Agreement, law enforcement services consisting of two full-time equivalent Deputy Sheriff Officers (assigned to Area 2 – to include FGPPD's boundaries) as set forth in Exhibit A, attached and incorporated by this reference, for a maximum of 3,382 hours for each Fiscal Year during the term of this Agreement (from July 1, 2025 to June 30, 2026 for the first Fiscal Year, from July 1, 2026 to June 30, 2027 for the second Fiscal Year, and from July 1, 2027 to June 30, 2028 for the third Fiscal Year)(charged at the "Regular" rate, as outlined in Exhibit A), unless the total number of hours is increased pursuant to Section 4 hereof. In addition, the Parties agree that, if the Sheriff's Office determines that additional hours of General Law Enforcement Services beyond the minimum service level stated above are appropriate and necessary and that the COUNTY

1 has sufficient resources to do so, County's Sheriff, or his or her designee ("Sheriff"), may authorize the  
2 Sheriff's Office to provide overtime law enforcement services ("Overtime General Law Enforcement  
3 Services"), as outlined in Exhibit A, in an amount not to exceed 1,560 hours during the term of this  
4 Agreement (charged at the "Overtime" rate, as outlined in Exhibit A). The law enforcement services  
5 provided to DISTRICT shall be services of the type customarily provided by COUNTY's Sheriff's Office  
6 within the unincorporated territories of COUNTY and may include, as determined by COUNTY,  
7 enforcement of ordinances of the type customarily enforced by the Sheriff's Office within the  
8 unincorporated territories of the COUNTY. Duties to be performed by the Deputy Sheriffs include Calls  
9 for Service, Self-initiated Activity, and Directed Activity. These services will be delivered by personnel  
10 from the Sheriff's Patrol Bureau in both uniform and non-uniform assignments providing preliminary and  
11 investigative follow-up to DISTRICT law enforcement functions. The Sheriff's Office has and retains sole  
12 discretion in deciding all aspects of the manner in which General Law Enforcement services are  
13 provided, as well as the days and hours such law enforcement services will be provided, during the term  
14 of this Agreement.

15           B.       As part of its provision of General Law Enforcement Services pursuant to Section  
16 1.A., the Sheriff shall provide 24-hour law enforcement dispatching/9-1-1 primary answering services to  
17 DISTRICT and may, at the sole discretion of the Sheriff, provide specialized services and functions  
18 within DISTRICT, as resources permit. Such specialized services and functions may include services  
19 related to the following: Homicide, Juvenile, Narcotics, SWAT, Search and Rescue, and Explosive  
20 Ordinance Disposal at no additional charge.

21           C.       Special Events Services: DISTRICT acknowledges, agrees, and represents that  
22 DISTRICT events that require law enforcement services which occur or take place outside of normal  
23 DISTRICT operations and hours, and are part of scheduled events, are not included in the General Law  
24 Enforcement Services set forth in 1.A or 1.B., and are instead "Special Events Service(s)." DISTRICT  
25 shall notify the Sheriff's Office at least thirty (30) days in advance of the need for any such Special  
26 Events Service(s) if and when DISTRICT desires COUNTY to provide law enforcement services at such  
27 Special Event. In the event COUNTY provides Special Events Service(s), which is to be determined by  
28 the Sheriff's Office, such services will be provided as agreeable between COUNTY and DISTRICT. The

1 Sheriff's Office, acting on behalf of COUNTY, is authorized to agree to provide some or all, to or decline  
2 to provide any, of the Special Events Service(s) requested by DISTRICT. Special Events Service(s) are  
3 chargeable to DISTRICT at the rates identified in Exhibit A. Christmas Tree Lane is not a Fig Garden  
4 Police Protection District Special Event.

5 D. The performance of General Law Enforcement Services, Overtime General Law  
6 Enforcement Services, and Special Event Services, including the standards of performance, the  
7 discipline of officers, and all other matters incident to the performance of law enforcement services and  
8 the control of law enforcement personnel, shall be the right and responsibility of COUNTY. In the case of  
9 dispute between the Parties as to the extent, duties, or functions to be rendered under this Agreement,  
10 or the minimum level or manner of such performance of such services, the determination made by  
11 COUNTY, through its Sheriff's Office, shall be final and conclusive.

12 E. All contracted hours, whether General Law Enforcement Services, Overtime  
13 General Law Enforcement Services or Special Event Services, shall be accounted for by Sheriff  
14 Communication Center computer summaries or written logs. A monthly report of contracted hours shall  
15 be provided to DISTRICT for review. Bi-weekly reports may be available upon request.

16 2. TERM

17 The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2025  
18 through and including June 30, 2028. This Agreement may be extended for two (2) additional consecutive  
19 twelve (12) month periods upon written approval of both Parties no later than thirty (30) days prior to the  
20 first day of the next twelve (12) month extension period. The Sheriff is authorized to execute such written  
21 approval on behalf of COUNTY based on DISTRICT's satisfactory performance of its obligations  
22 hereunder.

23 3. TERMINATION

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

28 B. Breach of Contract - COUNTY may immediately suspend or terminate this Agreement in

1 whole or in part, where in the determination of COUNTY there is:

- 2 1) An illegal or improper use of funds;
- 3 2) A failure to comply with any term of this Agreement;
- 4 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 5 4) Any delay in payment by DISTRICT.

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

9 4. COMPENSATION/INVOICING:

10 A. DISTRICT shall pay COUNTY the cost of performing General Law Enforcement  
11 Services, as set forth in Section 1.A, above, at the applicable rate for such services as outlined in Exhibit A.  
12 DISTRICT will compensate COUNTY for a total of 3,382 hours of General Law Enforcement Services for  
13 each Fiscal Year, to be paid over twelve payments of two-hundred-eighty two (282) hours per payment  
14 each Fiscal Year, during the term of this Agreement. This maximum number (3,382) of total hours of  
15 General Law Enforcement Services for the Fiscal Year outlined in Section 1. A. may be changed before the  
16 beginning of the Fiscal Year, upon written approval by the Sheriff's Office on behalf of COUNTY and written  
17 approval by DISTRICT no later than thirty (30) days prior to the beginning of that Fiscal Year. In addition,  
18 DISTRICT shall pay COUNTY for additional Overtime General Law Enforcement Services, as outlined in  
19 Section 1.A, but not to exceed 1560 hours each Fiscal Year, and for Special Events Service(s), as set forth  
20 in Section 1.C, above, as agreed upon by COUNTY and DISTRICT, at the applicable rate for such services  
21 as discussed in this Agreement and Exhibit A.

22 B. As indicated in Exhibit A, the hourly rates to be charged by COUNTY, and subsequently  
23 paid by DISTRICT, are the rates set forth in the County's Master Schedule of Fees, Charges, and  
24 Recovered Costs, Section 2609, subdivision (a), for Regular (i.e., General Law Enforcement Services) and  
25 Overtime (i.e., Special Law Enforcement Services and Overtime General Law Enforcement Services) rates,  
26 in place at the time the services are provided. The Parties agree that if and when the Master of Schedule of  
27 Fees, Charges, and Recovered Costs, Section 2609, subdivision (a), is amended, changed, or revised, in  
28 any way that changes the rates being charged for the services identified in this Agreement, that the new

1 rates will be charged by COUNTY, and paid by DISTRICT, for any services provided pursuant to this  
2 Agreement and Exhibit A, from the date of the amendment, change, or revision, going forward. The Parties  
3 further agree that if and when the Master of Schedule of Fees, Charges and Recovered Costs is amended,  
4 changed, or revised, in any way that changes the rates being charged for the services identified in this  
5 Agreement and Exhibit A, such amended, changed, or revised rate will automatically and without any notice  
6 to DISTRICT be incorporated into this Agreement and Exhibit A, replacing any contrary or conflicting rate,  
7 from the effective date of the amendment, change, or revision in the rate(s), and will become the new rate  
8 to be paid by DISTRICT to COUNTY for services provided, from the effective date of the rate change  
9 forward. The Parties acknowledge that the County's Master Schedule of Fees, Charges, and Recovered  
10 Costs is subject to change.

11 C. COUNTY shall submit monthly invoices to DISTRICT and DISTRICT shall pay COUNTY  
12 within thirty (30) calendar days of receipt of any such invoice. At the end of each Fiscal Year, or the  
13 expiration or termination of this Agreement, COUNTY may, in the discretion of Sheriff, submit a final invoice  
14 for all amounts then unpaid, including, but not limited to, any remaining, unpaid portion of the 3,382 hours  
15 allocated, or the maximum number of hours allocated if the hours have been increased pursuant to this  
16 Section 4, for that Fiscal Year of General Law Enforcement Services, as discussed in Section 1.A, and  
17 DISTRICT shall pay the full amount of this final invoice within thirty (30) days of receipt thereof. Any  
18 payment made more than thirty (30) days after receipt of an invoice may result in Agreement termination or  
19 service reduction, in the sole discretion of the Sheriff's Office, without any penalty or recourse against  
20 COUNTY.

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

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

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

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

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

11 8. SEVERABILITY. If anything in this Agreement is found by a court of competent jurisdiction  
12 to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the Parties  
13 shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and  
14 enforceable terms intended to accomplish the Parties' original intent.

15 9. NO WAIVER. Payment, waiver, or discharge by COUNTY of any liability or obligation of  
16 DISTRICT under this Agreement on any one or more occasions is not a waiver of performance of any  
17 continuing or other obligation of the DISTRICT and does not prohibit enforcement by COUNTY of any  
18 obligation on any other occasion.

19 10. NO THIRD-PARTY BENEFICIARIES. This Agreement does not and is not intended to  
20 create any rights or obligations for any person or entity except for the Parties.

21 11. HOLD HARMLESS: DISTRICT agrees to indemnify, save, hold harmless, and at  
22 COUNTY's request, defend COUNTY, its officers, agents, and employees from any and all costs and  
23 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or  
24 resulting to COUNTY in connection with the performance, or failure to perform, by DISTRICT, its officers,  
25 agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's  
26 fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or  
27 corporation who may be injured or damaged by the performance, or failure to perform, of DISTRICT, its  
28 officers, agents, or employees under this Agreement.

1 COUNTY agrees to indemnify, save, hold harmless, and at DISTRICT's request, defend DISTRICT,  
2 its officers, agents and employees from any and all costs and expenses (including attorney's fees and  
3 cost), damages, liabilities, claims, and losses occurring or resulting to DISTRICT in connection with the  
4 performance, or failure to perform by COUNTY, its officers, agent, or employees under this Agreement, and  
5 from any and all costs and expenses (including attorney's fees and cost), damages, liabilities, claims, and  
6 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the  
7 performance, or failure to perform, of COUNTY, its officers, agents, or employees under this Agreement.

8 The provisions of this Section 11 shall survive termination or expiration of this Agreement.

9 12. INSURANCE

10 Without limiting the COUNTY's right to obtain indemnification from DISTRICT or any third parties,  
11 DISTRICT, at its sole expense, shall maintain in full force and effect, the following insurance policies or a  
12 program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers  
13 Agreement (JPA) throughout the term of the Agreement, as applicable.

14 A. Commercial General Liability

15 Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00)  
16 per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This policy shall be issued  
17 on a per occurrence basis. COUNTY may require specific coverages including completed operations,  
18 products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability  
19 insurance deemed necessary because of the nature of this Agreement.

20 B. Additional Requirements Relating to Insurance

21 DISTRICT shall obtain endorsements to the Commercial General Liability insurance naming the  
22 County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured,  
23 but only insofar as the operations under this Agreement are concerned. Such coverage for additional  
24 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by  
25 COUNTY, its officers, agents and employees shall be excess only and not contributing with the primary  
26 insurance provided under DISTRICT's policies herein. This insurance shall not be cancelled or changed  
27 without a minimum of thirty (30) days advance written notice given to COUNTY.

28 13. AUDITS AND INSPECTIONS: DISTRICT shall at any time during business hours, and as

1 often as COUNTY may deem necessary, make available to COUNTY for examination all of its records and  
2 data with respect to the matters covered by this Agreement. DISTRICT shall, upon request by COUNTY,  
3 permit COUNTY to audit and inspect all of such records and data necessary to ensure DISTRICT's  
4 compliance with the terms of this Agreement.

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

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

10 COUNTY

11 COUNTY OF FRESNO  
12 Sheriff-Coroner-Public Administrator  
13 2200 Fresno Street  
14 Fresno, CA 93721  
Attention: Business Office  
FAX No.: 559-488-3699

DISTRICT

Fig Garden Protection District  
P.O. Box 5932  
Fresno, CA 93755  
Attention: Dean Alexander  
PHONE No.: 559-225-9088  
Attention: Francis Morrison  
Attention: Elizabeth Kolstad

15 All notices between COUNTY and DISTRICT provided for or permitted under this Agreement must  
16 be in writing and delivered either by personal service, by first-class United States mail, by an overnight  
17 commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service  
18 is effective upon service to the recipient. A notice delivered by first-class United States mail is effective  
19 three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the  
20 recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business  
21 day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery  
22 instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic  
23 facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed  
24 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next  
25 beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
26 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
27 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
28 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,

1 beginning with section 810).

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

4 The rights and obligations of the Parties and all interpretation and performance of this Agreement  
5 shall be governed in all respects by the laws of the State of California.

6 16. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each  
7 of which shall be deemed an original, but all of which together shall constitute one and the same  
8 Agreement, binding on the Parties according to its terms and conditions.

9 17. AUTHORIZED SIGNATURE. The Contractor represents and warrants to the County that:

10 A. The Contractor is duly authorized and empowered to sign and perform its obligations  
11 under this Agreement.

12 B. The individual signing this Agreement on behalf of the Contractor is duly authorized  
13 to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this  
14 Agreement.

15 18. ELECTRONIC SIGNATURES. The Parties agree that this Agreement may be executed  
16 by electronic signature as provided in this section.

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

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

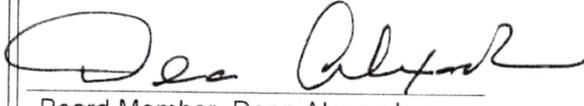
1 C. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
2 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part  
3 2, Title 2.5, beginning with section 1633.1).

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

7  
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  
10 original handwritten signature.

11 19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the  
12 DISTRICT and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement  
13 negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any  
14 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.

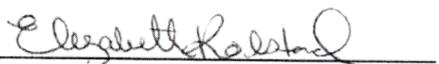
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5 Board Member, Dean Alexander

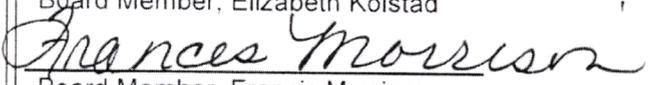
COUNTY OF FRESNO

6 

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

7 

8 Board Member, Elizabeth Kolstad

9 

Board Member, Francis Morrison

10  
11  
12 P.O. Box 5932  
Fresno, CA 93755

13 Mailing Address

14 **ATTEST:**

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

15  
16  
17  
18 By:   
Deputy

19 FOR ACCOUNTING USE ONLY:

20 ORG: 31113219  
21 Account: 4975  
22 Fund: 0001  
23 Subclass: 10000  
24  
25  
26  
27  
28

“Exhibit A”

**I. General Law Enforcement Services:**

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

As indicated in Section 1.A of the Agreement, COUNTY will provide two Deputy Sheriffs, 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 “Regular” hourly rate, per hour, per Deputy Sheriff, for a total of 3,382 hours per Fiscal Year. As further indicated in Section 1.A of the Agreement, COUNTY may provide additional Overtime General Law Enforcement Services, but in no event more than 1,560 hours, at the then-current rate (i.e. the rate listed at the time the services is provided) in the Master Schedule of Fees, Charges, and Recovered Codes, Section 2609, subdivision (a), for the Deputy Sheriff III at the “Overtime” hourly rate, per hour, per Deputy Sheriff. DISTRICT acknowledges that these rates are subject to change, as detailed in the Agreement. The total amount of the General Law Enforcement Services and Overtime General Law Enforcement Services to be provided and paid for, and the manner of invoicing, is described in the Agreement.

**II. Special Events Services**

DISTRICT agrees to pay COUNTY for providing Special Event Service(s), under Sections 1.C and 4 of the Agreement, as follows:

At the then-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), for the Deputy Sheriff III at the “Overtime” hourly rate, per hour, per Deputy Sheriff, and DISTRICT acknowledges that these rates are subject to change, as detailed in the Agreement. Invoicing requirements are detailed in Section 4.C of the Agreement.

