

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated December 17, 2024 and is between the County of Fresno, a political subdivision of the State of California (“County”) and City of Kerman, a municipal corporation, whose address is 850 S. Madera Avenue, Ca 93630, hereinafter referred to as “City”. County and City may be collectively referred to herein as “Parties” or in the singular as “Party.”

Recitals

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

B. WHEREAS, County has provided these services to City through its Sheriff’s Office or its designee (“Sheriff’s Office”) since July of 2010;

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

The parties therefore agree as follows:

Article 1

County’s Services

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

1.2 The performance of law enforcement dispatch/9-1-1 answering responsibilities for City, including the standards of performance, the discipline and control of personnel and officers, and all other matters incident to the performance of these services shall be the right and responsibility of County. In the case of a dispute between the Parties as to the extent, duties, or functions to be rendered under this Agreement, or the minimum level or manner of such performance of such services, the determination made by the County, through its Sheriff’s Office, shall be final and conclusive.

1 Agreement. Upon City's approval of the changes to the monthly compensation due to County
2 due to changes to the "per resident charge" and "population estimate" figures, the new monthly
3 compensation amount shall be effective July 1st of the same year notice of the change was
4 given by County.

5 3.2 As indicated in Exhibit B, the rate specified per resident (Dispatcher Per Capita) to
6 be charged by County, and subsequently paid by City, are the rates set forth in the County's
7 Master Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (d), for
8 performing the dispatching services under this Agreement. The parties agree that if and when
9 the Master of Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (d),
10 is amended, changed, or revised, in any way that changes the rates being charged for the
11 services identified in this Agreement, that the new rate will be charged by the County, and paid
12 by the City, for any services provided pursuant to this Agreement and Exhibit B, from the date of
13 the amendment, change, or revision, going forward. The parties further agree that if and when
14 the Master of Schedule of Fees, Charges and Recovered Costs is amended changed, or
15 revised, in any way that changes the rates being charged for the services identified in this
16 Agreement and Exhibit B, replacing any contrary or conflicting rate, from the effective date of
17 the amendment, change, or revision in the rate(s), and will become the new rate to be paid by
18 the City to County for services provided, from the effective date of the rate change forward. The
19 parties acknowledge that the County's Master Schedule of Fees, Charges, and Recovered
20 Costs is subject to change.

21 3.3 **Maximum Compensation.** The maximum compensation payable to the County
22 under this Agreement shall not exceed \$1,692,421. The County acknowledges that the City is a
23 local government entity, and does so with notice that the County's powers are limited by the
24 California Constitution and by State law, and with notice that County may receive compensation
25 under this Agreement only for services performed according to the terms of this Agreement and
26 while this Agreement is in effect, and subject to the maximum amount payable under this
27 section. The County further acknowledges that City employees have no authority to pay the
28 County except as expressly provided in this Agreement. The maximum total is estimated with a

1 10% increase, which may be less or more, depending on the approved Master of Schedule
2 Fees. As of fiscal year 2024-25, City of Kerman population is 16,955 multiplied by the
3 Dispatcher Per Capita rate at \$16.35. Thereafter, the estimated 10% increases are as follows:

4 FY 2024-25 (Year 1) (Population 16,955 x rate \$16.35) \$277,214.25

5 FY 2025-26 (Year 2) (Estimated 10% increase (\$277,214.25 x 10% =
6 \$27,721.43) \$304,935.68

7 FY 2026-27 (Year 3) (Estimated 10% increase (\$304,935.68 x 10% =
8 \$30,493.57) \$335,429.24

9 FY 2027-28 (Year 4) (Estimated 10% increase (\$335,429.24 x 10% =
10 \$33,542.92) \$368,972.17

11 FY 2028-29 (Year 5) (Estimated 10% increase (\$368,972.17 x 10% =
12 \$36,897.22) \$405,869.38

13 Total \$1,692,420.72, rounded up to \$1,692,421.00

14 3.4 **Invoices.** The County shall submit monthly invoices to the City and City shall pay the
15 County within thirty (30) calendar days of receipt of any such invoice. At the end of the Fiscal
16 Year, or the expiration or termination of this Agreement, County may, in the discretion of Sheriff
17 or its designee, submit a final invoice for all amounts then unpaid, including, but not limited to,
18 any remaining, unpaid hours of dispatching services, as outlined in Article 1 and City shall pay
19 the full amount of this final invoice within thirty (30) days of receipt thereof.

20 3.5 **Payment.** The City shall pay each correctly completed and timely submitted invoice
21 within thirty (30) days after receipt. Any payment made more than thirty (30) days after receipt of
22 an invoice may result in contract termination or service reduction, in the sole discretion of the
23 Fresno County Sheriff's Office, without any penalty or recourse against County. City shall remit
24 payments to the County's address specified in the invoice.

25 3.6 **Incidental Expenses.** The County is solely responsible for all of its costs and
26 expenses that are not specified as payable by the County under this Agreement.

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, one-
7 year periods only upon written approval of both parties at least 30 days before the first day of
8 the next one-year extension period. The Sheriff or his or her designee is authorized to sign the
9 written approval on behalf of the County based on the City's satisfactory performance. The
10 extension of this Agreement by the County is not a waiver or compromise of any default or
11 breach of this Agreement by the City existing at the time of the extension whether or not known
12 to the County.

13 **Article 5**

14 **Notices**

15 5.1 **Contact Information.** The persons and their addresses having authority to give and
16 receive notices provided for or permitted under this Agreement include the following:

17
18 **For the County:**
19 Sheriff's Captain
20 Sheriff-Coroner-Public Administrator
21 County of Fresno
22 2200 Fresno Street
23 Fresno, CA 93721
24 Sheriff.Payables@fresnosheriff.org
25 Fax: 559-600-8318

26
27 **For the City:**
28 City Manager
City of Kerman
850 S. Madera Avenue
Kerman, CA 93630
Fax No.: 559-846-6199

29 5.2 **Change of Contact Information.** Either party may change the information in section
30 5.1 by giving notice as provided in section 5.3.

1 (A) Modify the services provided by the County under this Agreement; or

2 (B) Terminate this Agreement.

3 **6.2 Termination for Breach.**

4 (A) Upon determining that a breach (as defined in paragraph (C) below) has
5 occurred, the County may give written notice of the breach to the City. The written notice
6 may suspend performance under this Agreement, and must provide at least 30 days for
7 the City to cure the breach.

8 (B) If the City fails to cure the breach to the County's satisfaction within the time
9 stated in the written notice, the County may terminate this Agreement immediately.

10 (C) For purposes of this section, a breach occurs when, in the determination of the
11 County, the City has:

12 (1) Obtained or used funds illegally or improperly;

13 (2) Failed to comply with any part of this Agreement;

14 (3) Submitted a substantially incorrect or incomplete report to the County; or

15 (4) Improperly performed any of its obligations under this 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 30 days advance written notice to
18 the other party.

19 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
20 under this Article 6 is without penalty to or further obligation of the 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 work and function. However, City shall retain the right to administer this Agreement so as to
2 verify that County is performing its obligations in accordance with the terms and conditions
3 thereof.

4 **7.2 Verifying Performance.** City and County shall comply with all applicable provision of
5 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
6 matters the subject thereof. The City has no right to control, supervise, or direct the manner or
7 method by which County shall perform its work or function., but the City may verify that the
8 County is performing according to the terms of this Agreement.

9 **7.3 Benefits.** The Parties shall be solely liable and responsible for providing to, or on
10 behalf of, there employees all legally-required employee benefits. In addition, Parties shall be
11 solely responsible and save the other Party harmless from all matters relating to payment of
12 each Party's employees, including compliance with Social Security withholding and all other
13 regulations governing such matters.

14 **7.4 Services to Others.** The parties acknowledge that, during the term of this
15 Agreement, the County may provide services to others unrelated to the County.

16 **Article 8**

17 **Indemnity and Defense**

18 **8.1 Indemnity.** The City agrees to indemnify, save, hold harmless, and at County's
19 request, defend County, its officers, agents, and employees from any and all costs and
20 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
21 occurring or resulting to County in connection with the performance, or failure to perform, by
22 City, its officers, agents, or employees under this Agreement, and from any and all costs and
23 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
24 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
25 performance, or failure to perform, of City, its officers, agent, or employees under this
26 Agreement.

27 The County agrees to indemnify, save, hold harmless, and at City's request, defend
28 City, its officers, agents, and employees from any and all costs and expenses (including

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

7 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

8 **Article 9**

9 **Reserved**

10 **Article 10**

11 **Inspections, Audits, and Public Records**

12 10.1 **Inspection of Documents.** The City shall make available to the County, and the
13 County may examine at any time during business hours and as often as the County deems
14 necessary, all of the City's records and data with respect to the matters covered by this
15 Agreement, excluding attorney-client privileged communications. The City shall, upon request
16 by the County, permit the County to audit and inspect all of such records and data to ensure the
17 City's compliance with the terms of this Agreement.

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

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

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

1 (B) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose to the public or such governmental agency any record or
3 data that the City may provide to the County, unless such disclosure is prohibited by
4 court order.

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

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

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

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

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

1 written statement that the City, after conducting a diligent search, does not possess or control
2 any of the requested records. The City shall cooperate with the County with respect to any
3 County demand for such records. If the City wishes to assert that any specific record or data is
4 exempt from disclosure under the CPRA or other applicable law, it must deliver the record or
5 data to the County and assert the exemption by citation to specific legal authority within the
6 written statement that it provides to the County under this section. The City's assertion of any
7 exemption from disclosure is not binding on the County, but the County will give at least 10
8 days' advance written notice to the City before disclosing any record subject to the City's
9 assertion of exemption from disclosure. The City shall indemnify the County for any court-
10 ordered award of costs or attorney's fees under the CPRA that results from the City's delay,
11 claim of exemption, failure to produce any such records, or failure to cooperate with the County
12 with respect to any County demand for any such records.

13 **Article 11**

14 **Reserved**

15 **Article 12**

16 **General Terms**

17 12.1 **Modification.** Any matters of this Agreement may be modified from time to time by
18 written consent of all parties without, in any way, affecting the remainder. Except as provided in
19 Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is
20 effective, except by written agreement signed by both parties. The City acknowledges that
21 County employees have no authority to modify this Agreement except as expressly provided in
22 this Agreement.

23 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
24 under this Agreement without the prior written consent of the other party.

25 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
26 or related to this Agreement.

27 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
28 County, California. City consents to California jurisdiction for actions arising from or related to

1 this Agreement, and, subject to the Government Claims Act, all such actions must be brought
2 and maintained in Fresno County.

3 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
4 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
5 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
6 against either party.

7 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

8 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
9 only and are not part of this Agreement.

10 12.8 **Severability.** If anything in this Agreement is found by a court of competent
11 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
12 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
13 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
14 intent.

15 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
16 not unlawfully discriminate against any employee or applicant for employment, or recipient of
17 services, because of race, religious creed, color, national origin, ancestry, physical disability,
18 mental disability, medical condition, genetic information, marital status, sex, gender, gender
19 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
20 all applicable State of California and federal statutes and regulation.

21 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
22 of the City under this Agreement on any one or more occasions is not a waiver of performance
23 of any continuing or other obligation of the City and does not prohibit enforcement by the County
24 of any obligation on any other occasion.

25 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
26 between the City and the County with respect to the subject matter of this Agreement, and it
27 supersedes all previous negotiations, proposals, commitments, writings, advertisements,
28 publications, and understandings of any nature unless those things are expressly included in

1 this Agreement. If there is any inconsistency between the terms of this Agreement without its
2 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
3 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
4 exhibits.

5 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
6 create any rights or obligations for any person or entity except for the parties.

7 12.13 **Authorized Signature.** The City represents and warrants to the County that:

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

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

13 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
14 electronic signature as provided in this section.

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

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

25 (C) The provisions of this section satisfy the requirements of Civil Code section
26 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
27 Part 2, Title 2.5, beginning with section 1633.1).
28

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

5 (E) This Agreement is not conditioned upon the parties conducting the transactions
6 under it by electronic means and either party may sign this Agreement with an original
7 handwritten signature.

8 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
9 original, and all of which together constitute this Agreement.

10 [SIGNATURE PAGE FOLLOWS]
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The parties are signing this Agreement on the date stated in the introductory clause.

CITY OF KERMAN

COUNTY OF FRESNO



(Authorized Signature)



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

JOHN JANSONS, City Manager
Print Name & Title
850 S. Madera Avenue
Kerman, CA 93630

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

By: 

Deputy

For accounting use only:

Org No.: 31113320
Account No.: 4975
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

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2
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 dispatching services provided
6 under this Agreement do not include, and the Sheriff's Office shall not provide, any dispatch
7 services for requests for emergency medical services or fire suppression services. If the
8 Sheriff's Office receives telephone calls requesting emergency medical services or fire
9 suppression services within City boundaries, the Sheriff's Office shall transfer those calls to the
10 emergency medical services dispatching center. The Sheriff's Office shall provide dispatch
11 services via the radio to direct 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 latest approved Master Schedule of Fees
16 (MSF) on November 28, 2023 rates for the following:

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

- 18 • (July 1, 2024 – June 30, 2025) Per resident charge = \$16.35 (100% of \$16.35
19 per resident)
- 20 • Number of residents in City (as determined by State Department of Finance
21 certified population estimate as of January 1, 2023) = 16,955
- 22 • 2024-2025 Monthly Charge = $(\$16.35/\text{resident} \times 16,955 \text{ residents})/12 \text{ months}$
23 = \$23,102/month