

INTERDEPARTMENTAL AGREEMENT

THIS INTERDEPARTMENTAL AGREEMENT (“Interdepartmental Agreement”) is dated December 17, 2024, between the County of Fresno County Administrative Office (“CAO”), the County of Fresno Sheriff-Coroner Public Administrator (“Sheriff”), and the County of Fresno Probation Department (“Probation”), collectively hereinafter referred to as “Departments”, and ratified by the County of Fresno (“County”).

WITNESSETH:

WHEREAS, the American Rescue Plan Act of 2021 (“ARPA”) provided the County approximately \$194 million in Coronavirus State and Local Recovery Fund (“SLFRF”) for various eligible uses, outlined in the Interim Final Rule, Final Rule, 2023 Interim Final Rule, and the Obligation Interim Final Rule, (collectively, “ARPA funding”);

WHEREAS, the County has approved an expenditure plan which sets funding appropriations for 81 major Programs or Projects, which are scheduled to be funded either in whole in part by the County’s ARPA funding;

WHEREAS, under the Public Sector Revenue Loss category, ARPA-SLFRF funding provides recipients, such as the County, with broad latitude to use funds for government services up to their amount of revenue loss due to the pandemic, elect the one-time standard allowance option up to \$10 million, and the ability to use SLFRF to fund other uses that may not fit within any of the other eligible use categories, which may be permissible as traditional government services;

WHEREAS, in the Final Rule, the U.S. Treasury states that government services generally include any services traditionally provided by a government, such as health services, general government administration, staffing, administrative, environmental remediation, provisions of police, fire, other public safety services;

WHEREAS, on June 7, 2022, the County of Fresno Board of Supervisors approved Resolution 22-206, which ratified the County’s election of the standard allowance of \$10,000,000 in revenue loss for the provision of traditional government services, as provided by ARPA-SLFRF, and directed the County Administrative Office to utilize the \$10,000,000 to fund operational expenses for government services in

1 general funded departments that do not generate their own revenue and primarily rely on grants or the
2 County's general fund to fund operations;

3 **WHEREAS**, the CAO is responsible for administering County government, and among many
4 responsibilities, also directs the development of the annual Recommended Budget for the Board's
5 consideration and exercises budgetary control over departmental expenditure of funds and use of
6 personnel;

7 **WHEREAS**, the CAO oversees the County's ARPA expenditure plan, coordinates with
8 department directors to monitor program implementation, and monitors ARPA spending for the County;

9 **WHEREAS**, since the onset of the public health emergency related to COVID-19, annual costs
10 to fund general funded departments have resulted in negative economic impacts to the County, in
11 particular increased personnel costs, and increased costs to maintain staffing levels and funding
12 operational expenses within the Departments;

13 **WHEREAS**, the Final Rule specified that violent crime and gun violence increased during the
14 pandemic;

15 **WHEREAS**, the County's negative financial impacts due to the pandemic are most evident in
16 increasingly rising costs within the Sheriff's Office and Probation Department, which utilize more than
17 25% of the available appropriations in the County's general fund;

18 **WHEREAS**, the SLFRF funds allocated for this program will assist the County fund a portion of
19 annual operational expenditures to avoid cuts in services that are generally funded within the Sheriff and
20 Probation Departments, consisting of public safety payroll costs for deputies and officers, community
21 patrolling, supervision and assistance of individuals detained at County Jail and Juvenile Justice
22 Campus, which is responsive to the negative economic impacts to public safety due to the pandemic
23 and will enable the County to use SLFRF to fund the provision of government services ("Program");

24 **WHEREAS**, the Departments have agreed to create this Interdepartmental Agreement to
25 memorialize government service expenditures and responsibilities for the implementation and
26 completion of the Departments' ARPA-SLFRF Program.

27 **NOW, THEREFORE**, in consideration of their mutual covenants and conditions, the parties
28 agree as follows:

1 **1. DEPARTMENT RESPONSIBILITIES AND SCOPE OF WORK:**

2 The CAO, in coordination with Sheriff and Probation, shall implement the Program, as described
3 in Exhibit A, Scope of Work, which is attached and incorporated by this reference.

4 **2. TERM:**

5 A. This Interdepartmental Agreement shall become effective with a retroactive date of
6 June 7, 2022, and shall terminate on the 30th day of June 2026, unless terminated
7 earlier in accordance with this Agreement.

8 B. *ARPA Timeline.* U.S. Department of the Treasury (“Treasury”) requires ARPA-
9 SLFRF recipients, such as the County, to return funds not expended by December
10 31, 2026.

11 **3. TERMINATION:**

12 A. Non-Allocation of Funds - The terms of this Interdepartmental Agreement, and the
13 services provided there under, are contingent on the approval of funds by the
14 appropriating government agency.

15 B. Without Cause - Under circumstances other than those set forth above, this
16 Interdepartmental Agreement may be terminated by any party by giving sixty (60)
17 days advance written notice of an intention to terminate.

18 **4. COMPENSATION:**

19 In consideration of the variety services and cost eligible to be funded by the Public Sector
20 Revenue Loss, the Departments agree to expend SLFRF for government services as provided in Exhibit
21 A, “Scope of Work.” In no event shall compensation provided under this Interdepartmental Agreement
22 exceed Ten Million Dollars (\$10,000,000) during the term of this Interdepartmental Agreement.

23 The Sherriff and Probation agree to report incurred costs for the provision of government
24 services to the extent of the reduction in the County’s general revenue due to the public health
25 emergency. The County’s election of the Standard Allowance shall be in effect over the period of
26 performance. No reimbursement for services rendered under this Interdepartmental Agreement shall be
27 made.

1 ARPA Funding. To ensure compliance with Federal and State regulations, the CAO
2 and/or County Auditor Controller–Treasurer Tax Collector’s (“ACTTC”) office may require additional
3 supporting documentation or clarification of claimed expenditures for the ARPA funding. The
4 Departments agree to respond in writing within five (5) business days to avoid delays, disallowable
5 expenditures, or partial payments.

6 **5. MODIFICATION:**

7 Any matters of this Interdepartmental Agreement may be modified from time to time with
8 the written consent of all the parties without, in any way, affecting the remainder.

9 **6. NON-ASSIGNMENT:**

10 No Department shall assign, transfer, or subcontract this Interdepartmental Agreement
11 nor their rights or duties under this Interdepartmental Agreement without the prior written consent of the
12 other Departments.

13 **7. RECORDS:**

14 The Departments shall each assume responsibility for maintaining detailed records to support
15 costs for services provided under this Interdepartmental Agreement. The Departments shall retain all
16 records for a minimum of five (5) years following the expiration of this Interdepartmental Agreement, in
17 the event of any outstanding State of California or Federal audits or exceptions.

18 **8. NOTICES:**

19 The persons and their addresses having authority to give and receive notices under this
20 Interdepartmental Agreement include the following:

21 **County Administrative**
Office

22 Paul Nerland, CAO
23 2281 Tulare Street, Suite 304
Fresno, Ca 93721

Sheriff-Coroner Public
Administrator

John Zaroni, Sheriff
2200 Fresno Street
Fresno, Ca 93721

Probation Department

Kirk Haynes, Chief Probation Officer
3333 E. American Avenue, Suite B
Fresno, CA 93725

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25 All notices between the Departments provided for or permitted under this Interdepartmental
26 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
27 an overnight commercial courier service, by telephonic facsimile transmission, or by electronic personal
28 mail service. A notice delivered by personal service is effective upon service to the recipient. A notice

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

16 **9. ENTIRE AGREEMENT:**

17 This Agreement, including all Exhibits, constitutes the entire Interdepartmental
18 Agreement between CAO, Sheriff, and Probation with respect to the subject matter hereof and
19 supersedes all previous agreements, negotiations, proposals, commitments, writings, advertisements,
20 publications, and understandings of any nature whatsoever unless expressly included in this
21 Interdepartmental Agreement.

22 *[SIGNATURE PAGE FOLLOWS]*

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IN WITNESS WHEREOF, the Departments have executed this Interdepartmental Agreement as of
the day and year first hereinabove written.

**COUNTY OF FRESNO
COUNTY ADMINISTRATIVE OFFICE**


Paul Nerland, County Administrative Officer

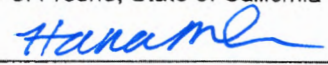
COUNTY OF FRESNO


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

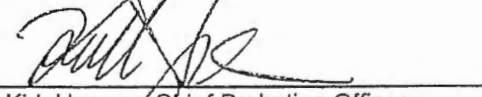
**COUNTY OF FRESNO
SHERIFF-CORONER PUBLIC
ADMINISTRATOR**


John J. Zanon, Sheriff-Coroner Public
Administrator

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

By: 
Deputy

**COUNTY OF FRESNO
PROBATION DEPARTMENT**


Kirk Haynes, Chief Probation Officer

FOR ACCOUNTING USE ONLY:

ORG: 1033
Account: 7910

1 **Exhibit A**

2 **Scope of Work and Budget**

3 As permitted under Final Rule for the SLFRF program, on April 30, 2022, the County elected the
4 “standard allowance” of \$10 million revenue loss for the entire period of performance. SLFRF funds
5 allocated for this program will assist the County fund a portion of annual operational expenditures to
6 avoid cuts in services that are generally funded within the Sheriff and Probation Departments, consisting
7 of public safety payroll costs for deputies and officers, community patrolling, and supervision and
8 assistance of individuals detained at County Jail and Juvenile Justice Campus, which is responsive to
9 the negative economic impacts to public safety due to the pandemic and will enable the County to use
10 SLFRF to fund for the provision of government services (“Program”);

11 The Departments’ Responsibilities are as follows:

12 **County Administrative Office**

- 13 • The CAO administers the Countywide Revenues Budget, Org. 0415. The Countywide Revenue
14 Budget is not related to the revenue generating activities of any particular department. The
15 Countywide Revenues Budget includes property taxes, sales tax, motor vehicle in lieu, interest, and
16 other miscellaneous revenues and is used to fund the Net County Cost (NCC) of General Fund
17 departments.
- 18 • CAO shall provide administrative support services to Sheriff’s Office and Probation including, but
19 not limited to: coordination of the Program, agenda item processing, research on administrative
20 policies and practices, and ARPA support and resources in support of the Program. CAO shall
21 also provide oversight over the Program, to ensure that the Sheriff’s Office and Probation
22 comply with and fulfill all responsibilities and conditions imposed by this Agreement.
- 23 • The CAO, in coordination with ACTTC, shall be responsible to ensure that the incurred costs
24 reported by the Sheriff’s Office and the Probation Department comply with the Treasury
25 requirements. The CAO and/or ACTTC office may require additional supporting documentation
26 or clarification of claimed expenditures for the ARPA funding.
- 27 • The CAO shall require that all documentation provided by the Sheriff’s Office and Probation is
28 sufficient and complete.

- The CAO, in consultation with ACTTC, shall make the final determination of whether the Sheriff's Office and Probation have satisfied their obligations under this Agreement.

Sheriff and Probation

- The Sheriff is responsible for the apprehension of criminal suspects for crimes committed in the unincorporated areas of the County. This includes investigation, gathering documentation, preservation, analysis, and court testimony for evidence seized. The Sheriff is also responsible for providing judicial protection, bailiff services, public screening, and court security. A third major responsibility is the operation of County Jail facilities.
- Probation is a State-mandated justice system department responsible for preparing pre-sentence evaluations and providing post-sentence supervision of adult and juvenile offenders. Probation also serves as the investigative and evaluative arm of the Fresno County Superior Court. Probation is responsible for the operation of County Juvenile Justice Campus.
- Sheriff and Probation agree to report incurred costs for the provision of government services consisting of public safety payroll costs for deputies and officers, community patrolling, and supervision and assistance of individuals detained at County Jail and Juvenile Justice Campus.
- Sheriff and Probation agree that generally funded government services related to public safety are expenditures that will not be duplicative costs with other potential funding sources, such as State or Federal programs.
- For all SLFRF categories, the Final Rule prohibits the use of SLFRF for the following activities:
 - Offset a reduction in net tax revenue
 - Extraordinary deposit to a pension fund
 - Debt service payment, including Tax Anticipation Notes
 - Rainy day or reserve account
 - Settlement agreement, judgment, consent decree or judicially confirmed debt
 - Activity that conflicts with the purpose of the ARPA statute (i.e. use of funds that conflict with COVID- 19 mitigation practices in line with CDC guidance and recommendations)

- 1 ▪ Violations of Award Terms and Conditions or conflict of interest requirements
- 2 under the Uniform Guidance
- 3 ▪ Violations of other federal, state, and local background laws, including
- 4 environmental laws.

Budget	
Total Funding Available:	\$10,000,000
Funding Eligible Category:	Revenue Replacement 6.1, Provisions of Government Services
Brief Description:	Fund a portion of generally funded government services including public safety and payroll costs beginning June 7, 2022, through end of December 31, 2026.
% of State/Federal:	100% Federal ARPA
% NCC:	\$0.00
Accounting string:	
Org:	1033
Account:	7910
Fund:	0026
Subclass:	91021
Funding Restrictions:	MOU must be ready by 12/31/2024 for ARPA