

**A G R E E M E N T**

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THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of September, 2020 by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and CITY OF CLOVIS , a municipal corporation, whose address is 1235 5<sup>th</sup> Street, Clovis, CA 93612 ("CONTRACTOR").

W I T N E S S E T H:

WHEREAS, under Assembly Bill 109, the Public Safety Realignment Act (AB 109), the State of California has realigned responsibilities for probation, post release community supervision (PRCS), and mandatory supervised release of offenders; and

WHEREAS, the AB 109 Implementation Plan of 2011, including its updates, collectively referred to as the "AB 109 PLAN," was developed by the Fresno County Community Corrections Partnership (CCP), and was approved by the Fresno County Board of Supervisors; and

WHEREAS, the AB 109 PLAN includes formation of the Adult Compliance Team (ACT), to create a cooperative unit capable of addressing public safety concerns and issues facing local law enforcement in Fresno County; and

WHEREAS, the ACT is comprised of representatives of the Fresno County Sheriff's Department, the Fresno County District Attorney's Office, the Fresno County Probation Department, and officers of the Fresno, Clovis, Selma, Kerman, Kingsburg, and Reedley Police Departments; and

WHEREAS, the State of California has provided funding to COUNTY for the purpose of implementing AB 109 services; and

WHEREAS, CONTRACTOR desires to continue to be a member of ACT; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement to maintain CONTRACTOR as an ACT member, and to continue to implement AB 109 services.

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

//

1           1.     OBLIGATIONS OF THE CONTRACTOR

2           A.     CONTRACTOR shall assign two (2) Police officers and one (1) Crime Specialist  
3 (“Police Officers”) to fulfill the responsibilities of an ACT member, in accordance with the ACT Operating  
4 Agreement, attached as Exhibit “A,” and incorporated by this reference. CONTRACTOR shall provide  
5 training for all ACT members. In the event that the AB 109 PLAN is revised by the CCP and approved  
6 by the Fresno County Board of Supervisors, the responsibilities of the Police Officers under this  
7 Agreement may be modified accordingly.

8           2.     OBLIGATIONS OF THE COUNTY

9           A.     COUNTY shall compensate CONTRACTOR for an amount equal to the cost of  
10 the Police Officers for assignment to the ACT, as well as provide required training services for all ACT  
11 members.

12          3.     TERM

13           This Agreement shall be effective retroactive to July 1, 2020, and shall terminate on June  
14 30, 2021.

15          4.     TERMINATION

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

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

- 22                   1)     An illegal or improper use of funds;  
23                   2)     A failure to comply with any term of this Agreement;  
24                   3)     A substantially incorrect or incomplete report submitted to the COUNTY;  
25                   4)     Improperly performed service.

26           In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
27 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such  
28 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.

1 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any  
2 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were  
3 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund  
4 any such funds upon demand.

5 C. Without Cause - Under circumstances other than those set forth above, this  
6 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an  
7 intention to terminate to CONTRACTOR.

8 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and  
9 CONTRACTOR agrees to receive compensation as follows:

10 COUNTY shall compensate CONTRACTOR for an amount equal to the cost of the Police  
11 Officers for assignment to the ACT, for a compensation amount not to exceed \$584,416; as well as  
12 providing required training services for all ACT members in an amount not to exceed \$73,300.

13 In no event shall total compensation paid to CONTRACTOR for services performed under this  
14 Agreement exceed \$657,716.

15 CONTRACTOR shall submit quarterly invoices for actual expenditures to the County of Fresno  
16 Probation Department at [ProbationInvoices@FresnoCountyCA.gov](mailto:ProbationInvoices@FresnoCountyCA.gov) Invoices must be submitted on or after  
17 the dates of October 1, 2020, and January 1, April 1, and July 1, 2021, respectively, and include a  
18 breakdown of expenses identified in the final approved budget of the CCP for use in executing the mission  
19 of ACT. COUNTY shall make payment within 45 days of receipt of an approved invoice.

20 Upon the termination of this Agreement, CONTRACTOR shall be compensated for costs incurred  
21 under this Agreement, up to and including the date of termination.

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

1 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the  
2 terms and conditions thereof.

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

5 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right  
6 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable  
7 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
8 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating  
9 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all  
10 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
11 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

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

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

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

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

1 and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation  
2 who may be injured or damaged by the performance, or failure to perform, of COUNTY, its officers, agents  
3 or employees under this Agreement.

4 In the event of concurrent negligence on the part of COUNTY or any of its officers, agents, or  
5 employees, and CONTRACTOR or any of its officers, agents, or employees, the liability for any and all  
6 such claims, demands, and actions in law or equity for such losses, costs, expenses, and damages shall be  
7 apportioned under the State of California's theory of comparative negligence, as presently established, or  
8 as may be modified hereafter.

9 This Section 9 shall survive termination or expiration of this Agreement.

10 10. INSURANCE

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

15 A. Commercial General Liability

16 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
17 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
18 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
19 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
20 liability or any other liability insurance deemed necessary because of the nature of this contract.

21 B. Automobile Liability

22 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
23 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
24 used in connection with this Agreement.

25 C. Professional Liability

26 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
27 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
28 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

1 D. Worker's Compensation

2 A policy of Worker's Compensation insurance as may be required by the California Labor  
3 Code.

4 Additional Requirements Relating to Insurance

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

12 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
13 employees any amounts paid by the policy of worker's compensation insurance required by this  
14 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
15 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
16 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

17 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
18 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
19 foregoing policies, as required herein, to the County of Fresno, Probation Business Office 3333 E.  
20 American Avenue, Suite B, Fresno, CA 93725, stating that such insurance coverage have been obtained  
21 and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for  
22 any premiums on the policies; that for such worker's compensation the CONTRACTOR has waived its right  
23 to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance  
24 policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability  
25 insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as  
26 additional insured, but only insofar as the operations under this Agreement are concerned; that such  
27 coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance,  
28 maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with

1 insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled  
2 or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

3 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
4 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
5 Agreement upon the occurrence of such event.

6 All policies shall be issued by admitted insurers licensed to do business in the State of California,  
7 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A  
8 FSC VII or better.

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

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

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

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	CITY OF CLOVIS
Chief Probation Officer	Chief of Police
3333 E. American Avenue, Suite B	1235 5 <sup>th</sup> Street
Fresno, CA 93725	Clovis, CA 93612

19 All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
20 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
21 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
22 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
23 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
24 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
25 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
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1 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
2 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
3 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
4 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
5 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
6 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
7 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
8 beginning with section 810).

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

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

13 14. SEVERABILITY

14 In the event any provisions of this Agreement are held by a court of competent jurisdiction to be  
15 invalid, void, or unenforceable, the remaining provisions of this Agreement will nevertheless continue in  
16 force and effect without being impaired or invalidated in any way.

17 15. WAIVER

18 The waiver by either party of a breach by the other of any provision of this Agreement shall not  
19 constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different  
20 provision of this Agreement. No waiver of a party's breach of any provision of this Agreement shall be  
21 effective unless the waiver is in writing and signed by the party against whom the waiver is sought to be  
22 enforced. Waiver of any one provision shall not be deemed to be a waiver of any other provision herein.

23 16. INTERPRETATION

24 The parties acknowledge that this Agreement in its final form is the result of the combined efforts of  
25 the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such  
26 ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather  
27 by construing the terms in accordance with their generally accepted meaning.

28 17. NO THIRD-PARTY BENEFICIARIES



1 Nothing set forth in this Agreement shall create any legal rights in any person not party to this  
2 Agreement.

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

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

**CONTRACTOR**

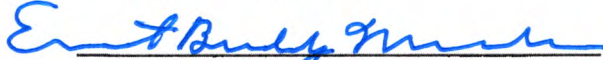
  
\_\_\_\_\_  
(Authorized Signature)

LUKE SERPA, CITY MANAGER  
Print Name & Title


1033 FIFTH STREET

CLOVIS CA 93612  
Mailing Address

**COUNTY OF FRESNO**

  
\_\_\_\_\_  
Ernest Buddy Mendes, 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

By:   
\_\_\_\_\_  
Deputy

**FOR ACCOUNTING USE ONLY:**

Fund: 0001

Subclass: 10000

ORG: 34309999

Account: 7295

**AB 109**  
**The Criminal Justice Realignment Act**  
**Adult Compliance Team (ACT)**  
**December 2019**

OPERATING AGREEMENT  
Fresno County Probation Department  
Fresno County Sheriff's Department  
Fresno County District Attorney's Office  
Fresno Police Department  
Clovis Police Department  
Selma Police Department  
Reedley Police Department  
Kerman Police Department  
Kingsburg Police Department

## I. PURPOSE

This document establishes the purpose of the Adult Compliance Team (ACT) as a joint and cooperative effort. Additionally, it formalizes relationships between participating agencies for policy and planning in order to create a cooperative unit capable of addressing the public safety concerns and issues facing local law enforcement in Fresno County regarding probation, post release community supervision (PRCS), and mandatory supervised release that may occur due to the passage of the Criminal Justice Realignment Act (AB 109) effective October 1, 2011.

## II. MISSION

The mission of ACT is to provide an additional layer of offender supervision to ensure offender accountability, surveillance, and supervision through mobile, intensive and evidence based practices leading to enhanced public safety and offender compliance.

## III. GOALS

- A. To reduce the occurrence of new criminal acts by targeting offenders on probation, post release community supervision, and mandatory supervised release with intensive surveillance by peace officers dedicated to enforcement of conditions of release.
- B. To identify supervised offenders who are not meeting their conditions of release in order to ensure compliance.
- C. To mitigate the need for custodial sanctions through appropriate early interventions.
- D. To document trends in the realignment population and respond efficiently to emerging trends that adversely affect public safety.
- E. To gather, collect, and provide information and direction regarding the post release community supervision (PRCS) and realignment populations for all law enforcement agencies in the County of Fresno and act as the point of contact for dissemination of offender information to law enforcement.
- F. To respond rapidly to emergency situations with knowledge and information about the offenders.
- G. To provide other public safety responses including searches as authorized by the terms of release and warrant services, as needed.

#### IV. GENERAL OPERATIONAL STRATEGIES

Intensive supervision based on offender assessment, enjoined with evidence based practices, forms the cornerstone of the Fresno County AB 109 supervision model. This intensive approach is seen in the formation of ACT; an interagency public safety alliance with local law enforcement agencies and county justice partners that provides an additional level of offender accountability and public safety. The "strike team" concept is used to describe peace officers under ACT, dedicated to particular enforcement and public safety purposes, with an immediate capacity to take action with offenders under probation supervision, post release community supervision (PCRS), and mandatory supervised release by the Fresno County Probation Department.

To this end, the participating agencies developed these operational guidelines and procedures concerning the formation of the Adult Compliance Team. The participating agencies agree jointly and separately to abide by these terms and provisions set forth throughout the formation of the joint operation.

#### V. ORGANIZATIONAL STRUCTURE

The Adult Compliance Team will be co-located at the Fresno County Probation Department. The Probation Department is the commanding agency of ACT and will maintain responsibility for the administrative direction, objective, and mission of the Adult Compliance Team.

The team will consist of sworn officers from the following agencies: two (2) deputy probation officers from the Fresno County Probation Department; one (1) sergeant from the Fresno County Sheriff's Department; two (2) deputies from the Fresno County Sheriff's Department; two (2) senior district attorney investigators from the Fresno County District Attorney's Office; one (1) sergeant from the Fresno Police Department; three (3) police officers from the Fresno Police Department; two (2) police officers from the Clovis Police Department; one (1) police officer from the Selma Police Department; one (1) police officer from the Reedley Police Department; one (1) police officer from the Kerman Police Department; and one (1) police officer from the Kingsburg Police Department. Dependent upon future funding, the size of ACT may fluctuate according to the number of officers and agencies.

##### A. Policy and Direction

Under the policy and planning direction of the Community Corrections Partnership (CCP), ACT will utilize an Advisory Sub-Committee of CCP.

##### B. ACT Advisory Sub-Committee of the CCP

Each law enforcement agency that assigns personnel to ACT may designate a member to the ACT Advisory Sub-Committee of the CCP. All law enforcement agencies operating within the county with an interest in ACT are welcome to attend the meetings of the ACT

Advisory Sub-committee.

Appointments to and removal from the ACT Advisory Sub-Committee and appointment of a Sub-Committee Chairperson will be made by the CCP Executive Committee.

C. Operations Commander

The Probation Services Manager is the Operations Commander and has overall responsibility for the operation of ACT. The Operations Commander implements direction to the team under the administrative direction of the Fresno County Probation Department's Realignment Division Director. The Operations Commander will liaison with individual members of the ACT Advisory Sub-Committee, and will attend meetings of the CCP as required.

D. Field Supervisor

The assigned Field Supervisor(s) will be the day-to-day operations supervisor(s) and responsible for overall coordination of tactical field operations. When ACT works as separate elements and both supervisors are working, each supervisor will be responsible for their assigned element. When only one supervisor is on duty, that supervisor will be responsible for the supervision of both elements.

E. Probation Department

All probation conditions and release compliance remains the responsibility of the AB 109 probation officer assigned to a specific offender. These conditions are predetermined before release from custody to probation, post release community supervision or mandatory supervised release. The offenders will be under the supervision of their assigned probation officer or ACT probation officer.

## VI. OPERATIONS

A. Supervision and Field Responsibility

The use of surveillance, supervision, and field contacts will be established in conjunction with Fresno County Probation Department policies and as established by the CCP Executive Committee, ACT Advisory Sub-Committee, and policies and procedures of general law enforcement accepted practices as established by statute and case law.

All ACT personnel will conform to their own agencies' policies and procedures as well as policies and procedures that may be required by participation in ACT.

B. Records and Reports

All reports created by ACT related to contacts with those offenders under probation supervision, post release community supervision, and mandatory supervised release will be entered into the Probation Records Information Management System (PRIMS). All

agencies participating on the ACT will have full access to Sharenet and the information in PRIMS. Information sharing with other law enforcement agencies regarding offenders under probation supervision, post release community supervision, and mandatory supervised release allowing for appropriate law enforcement response is a priority for ACT.

Any additional crime, arrest, or incident report will be documented by the primary investigative officer through the use of their own departmental report writing system.

## VII. ADMINISTRATION

### A. Financial Administration

Financial administration of ACT funds allocated by the CCP Executive Committee will be the responsibility of the Fresno County Probation Department Business Office through the duration of the program. In addition, the allocation and management of funds are guided by Fresno County Fiscal Policy and under the review quarterly of the CCP Finance and Audit Sub-committee for presentation to the CCP.

### B. Vehicles

As provided for in the approved CCP budget, vehicles will be provided for probation staff and for participating law enforcement officers as specified in the final approved budget of the CCP and Fresno County, for use in executing the mission of ACT.

### C. Communications

Each participating law enforcement agency will provide communications equipment for its own personnel through the duration of the OA. Each agency is responsible for its interagency communication operability. The policies and procedures of each agency will govern communication by its own personnel. The Fresno County Sheriff's Dispatch will be the primary contact for operations of ACT.

### D. Firearms

Each participating agency will provide all necessary firearms for its own personnel through the duration of the OA. The policies and procedures of each agency will govern the use of firearms by its own personnel.

### E. Equipment and Property

Any property, equipment or other items acquired with funds allocated by the CCP Executive Committee shall be the property of ACT through the duration of the OA. Upon termination of this OA or any revision, the property of ACT shall be distributed as determined by the CCP Executive Committee.

## F. Training

ACT Officers will complete training as assigned and approved by the ACT Advisory Sub-Committee chairperson or their designee. Training for the team will be outlined during the fiscal year to reflect the needs of the team. The Probation Division Director may also assign training to the ACT members as it pertains to the Evidence Based Practices outlined by the AB 109 program.

## G. Personnel Management

The selection of ACT members will be made by each participating agency. If any of the ACT policies and procedures conflict with any of the participating agencies' policies and procedures, notice of said conflict shall be immediately given to a supervisor. The supervisor will take whatever action necessary to reconcile the conflict.

Each participating agency retains full responsibility for the professional and personal conduct of its own personnel assigned to ACT. Each participating agency will follow their agency directives/MOU for working modified schedules.

## VIII. MULTI-AGENCY ADMINISTRATIVE CONCERNS

All ACT personnel will conform to their own agencies' policies and procedures as well as policies and procedures that may be required by participation in ACT.

There are a number of categories of administrative issues or situations pertaining to individual team members which will or may arise. Those include but are not limited to:

- A. Citizen Complaints
- B. Employee Evaluations
- C. On-Duty Motor Vehicle Accidents
- D. Injuries Sustained on Duty
- E. Officer-Involved Shooting
- F. Discharge of Firearm
- G. Vehicle Pursuits
- H. Use of Force

Each participating team member's agency has in place an administrative process for addressing the situations listed above. Should these situations occur, ACT will immediately notify the involved officer's agency. It will remain the responsibility of the involved officer's agency to address those situations pursuant to their own administrative process. All agencies involved in a critical incident will have the opportunity to observe other agency interviews with their own employees.



## IX. DURATION

This OA shall become effective upon execution and shall continue without change until amended in accordance with Section X or terminated as discussed below.

Participation in ACT by any participating agency may continue as funding provides or until said agency terminates participation in ACT. An agency shall terminate participation in the following manner: delivery of written notice to the Chairperson of the CCP Executive Committee and to all other participation agencies, with termination to be effective 60 days after delivery.

As to each participating agency, this OA will be in force from the date that agency signs the agreement. Termination of the OA has been provided for above.

## X. AMENDMENT

Any member of the ACT Advisory Sub-Committee may propose an amendment to this OA by submitting it at any regular meeting of the ACT Advisory Sub-Committee. The proposed amendment would be submitted to the Executive Committee of the Community Corrections Partnership for their consideration and approval.

## XI. LIABILITY

Each participating agency will be solely responsible for any and all damages, including attorney's fees, results from acts or omissions of its own employees including ACT assigned employee. Each participating agency shall indemnify and hold harmless each other participating agency for said acts or omissions. The provisions contained herein include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful or criminal acts of any agency, or any of its agents, officers or employees in its or their performance thereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense, and liability attributable to that party's negligence.

The participating agencies will establish procedures to notify the other agencies where appropriate of any claims, administrative actions or legal actions with respect to any of the matter described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this OA shall establish a standard of care for, or create any legal rights in, any person not a party to this OA.

## XII. NON-WAIVER

Waiver of any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach, of either the same or another provision of this OA.

## XIII. SEVERABILITY

If any term, covenant, or condition of this OA is held by a court of competent jurisdiction to be invalid, the remainder of this OA will remain in full force and effect.

## XIV. AMBIGUITY

The participating agencies have each carefully reviewed this OA and have agreed to each term of this OA. No ambiguity shall be presumed to be construed against any other party.

## XV. GOVERNING LAW


The interpretation and enforcement of this OA will be governed by the laws of the State of California, and where applicable, by federal law. The participating agencies agree to submit any disputes arising under this OA to a court of competent jurisdiction located in Fresno, California.

## XVI. INTEGRATION

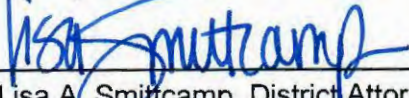
The OA embodies the entire agreement of the participating agencies in relation to the formation and operation of ACT, except for "Program Costs." Except for that, there is no other agreement or understanding, verbal or otherwise, existing among the participating agencies.

XVII. SUPPORTING AGENCIES

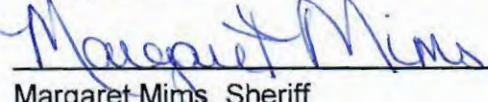
The following agencies support the mission and strategies of ACT:

  
\_\_\_\_\_  
Kirk Haynes, Chief Probation Officer  
County of Fresno

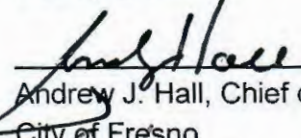
11/19/19  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Lisa A. Smittcamp, District Attorney  
County of Fresno

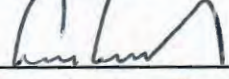
12/16/19  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Margaret Mims, Sheriff  
County of Fresno

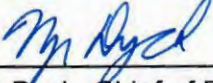
11/19/19  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Andrew J. Hall, Chief of Police  
City of Fresno

11-19-19  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Curt Fleming, Chief of Police  
City of Clovis

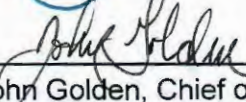
11/19/19  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Myron Dyck, Chief of Police  
City of Selma

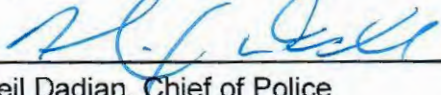
12/17/19  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Jose L. Garza, Chief of Police  
City of Reedley

12/3/19  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
John Golden, Chief of Police  
City of Kerman

11/19/2019  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Neil Dadian, Chief of Police  
City of Kingsburg

11-19-19  
\_\_\_\_\_  
Dated