

**AGREEMENT**

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THIS AGREEMENT is made and entered into this 24th day of March, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF SAN JOAQUIN, a California Municipal Corporation, whose address is PO Box 758, San Joaquin, CA 93660, hereinafter referred to as "CITY." COUNTY and CITY may be collectively referred to herein as "Parties" or in the singular as "Party."

WITNESSETH:

WHEREAS, CITY desires to secure law enforcement services from COUNTY, through the Fresno County Sheriff's Office, within the limitations of this contract; general law enforcement and special events services within the corporate limits of CITY; and

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

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

1. SERVICES PROVIDED BY COUNTY

A. General Law Enforcement Services: COUNTY agrees that its Sheriff's Office will provide, within the limitations of this Agreement, law enforcement services consisting of a Deputy Sheriff as set forth in Exhibit A, attached hereto and incorporated herein by this reference, to exercise law enforcement functions within CITY for up to thirty (30) hours per week for fifty-two (52) weeks during each Fiscal Year of the term (from July 1, 2019 to June 30, 2020 for the first Fiscal Year, from July 1, 2020 to June 30, 2021 for the second Fiscal Year, and from July 1, 2021 to June 30, 2022 for the third Fiscal Year) (charged at the "Regular" rate, as outlined in Exhibit A, attached hereto and incorporated herein by this reference), unless the total number of hours is increased pursuant to Section 4 hereof. The exact amount of services to be provided per week shall be confirmed, in writing, as often as necessary, by the Parties, with the Fresno COUNTY's Sheriff's Office, or its designee ("Sheriff's Office"), being authorized to agree on behalf of the COUNTY to the amount of services to be provided per week.

1 The law enforcement services provided to CITY shall be services of the type customarily provided by  
2 COUNTY's Sheriff or his or her designee ("Sheriff") within the unincorporated territories of COUNTY and  
3 may include, as determined by COUNTY, enforcement of ordinances of the type customarily enforced  
4 by the Sheriff's Office within the unincorporated territories of COUNTY and additional services unique to  
5 CITY such as traffic accident investigations. Duties to be performed by the Deputy Sheriff includes Calls  
6 for Service, Self-initiated Activity, and Directed Activity. These services are delivered by personnel from  
7 the Sheriff's Patrol Bureau in both uniform and non-uniform assignments providing preliminary and  
8 investigative follow up to CITY law enforcement functions. In addition, the Parties agree that should the  
9 Sheriff's Office determine that additional hours of General Law Enforcement Services beyond the level  
10 stated above are appropriate and the COUNTY Sheriff's Office determine COUNTY has sufficient  
11 resources to do so, the Sheriff's Office will provide additional law enforcement services. COUNTY has  
12 and retains sole discretion, to be exercised by the Sheriff's Office, in deciding the manner in which  
13 General Law Enforcement Services are provided, as well as the dates and times such services are  
14 provided, during the term of this Agreement.

15           B.       Along with the aforementioned General Law Enforcement Services, and as a  
16 result of CITY's purchase of the General Law Enforcement Services and as part of the maximum  
17 number of hours discussed in Section 1. A. hereof, the Sheriff shall provide 24-hour law enforcement  
18 dispatching/9-1-1 primary answering services to CITY and may, at the sole discretion of the Sheriff,  
19 provide specialized services and functions within CITY as resources permit. Such specialized services  
20 and functions may include services related to the following: Homicide, Juvenile, Narcotics, SWAT,  
21 Search and Rescue, and Explosive Ordinance Disposal.

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

1 Office, such services will be provided as agreeable between COUNTY and CITY, such services may  
2 include traffic accident investigation, Calls for Service, Self-initiated Activity, Directed Activity, Homicide,  
3 Juvenile, Narcotics, SWAT, Search and Rescue, and Explosive Ordinance Disposal that are agreeable  
4 between COUNTY and CITY. The Sheriff's Office, acting on behalf of COUNTY, is authorized to agree  
5 to provide some or all, to or decline to provide any, of the Special Events Service(s) requested by CITY.  
6 Special Events Service(s) are chargeable to CITY at the rates identified in Exhibit A and in this  
7 Agreement.

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

15 E. All contracted hours, whether General Law Enforcement Services or Special  
16 Events Services, shall be accounted for by Sheriff Communication Center computer summaries or  
17 written logs. A monthly report of contracted hours shall be provided to CITY for review.

18 F. The Sheriff's Office is and shall be designated as the Police Chief of the CITY at  
19 all times during the term of this Agreement. The extent responsibilities of the Sheriff's Office, as the  
20 Police Chief of the CITY, and the extent to which those responsibilities apply, will be in accordance to  
21 the law or, if no applicable law, determined in the sole discretion of the Sheriff's Office. The Sheriff's  
22 Office shall and will appoint or designate a Deputy to act as a liaison with CITY Manager and other CITY  
23 peace officers.

## 24 2. TERM

25 The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2019  
26 through and including June 30, 2022. This Agreement may be extended for two (2) additional consecutive  
27 twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first  
28 day of the next twelve (12) month extension period. The Sheriff is authorized to execute such written

1 approval on behalf of COUNTY based on CITY's satisfactory performance of its obligations hereunder.

2 3. TERMINATION

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

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

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

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

16 4. COMPENSATION/INVOICING:

17 A. CITY shall pay COUNTY the cost of performing General Law Enforcement Services, as  
18 set forth in Section 1.A, above, at the applicable rate for such services as outlined in Exhibit A. In addition,  
19 CITY shall pay COUNTY for Special Event Services for each Fiscal Year of the term, as set forth in Section  
20 1.C. as agreed upon by COUNTY and CITY, at the applicable rate for such services as delineated in  
21 Exhibit A. The maximum number of total hours of General Law Enforcement Services for the Fiscal Year  
22 outlined in Section 1. A. may be changed before the beginning of the Fiscal Year, upon written approval by  
23 the Sheriff's Office on behalf of COUNTY and CITY no later than thirty (30) days prior to the beginning of  
24 that Fiscal Year.

25 B. As indicated in Exhibit A, the hourly rates to be charged by COUNTY, and subsequently  
26 paid by CITY, are the rates set forth in the County's Master Schedule of Fees, Charges, and Recovered  
27 Costs, Section 2609, subdivision (a), for Overtime (i.e., General Law Enforcement Services and Special  
28 Events Services) rate, in place at the time the services are provided. The parties agree that if and when the

1 Master of Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (a), is amended,  
2 changed, or revised, in any way that changes the rates being charged for the services identified in this  
3 Agreement, that the new rate will be charged by COUNTY, and paid by CITY, for any services provided  
4 pursuant to this Agreement and Exhibit A, from the date of the amendment, change, or revision, going  
5 forward. The parties further agree that if and when the Master of Schedule of Fees, Charges and  
6 Recovered Costs is amended, changed, or revised, in any way that changes the rates being charged for  
7 the services identified in this Agreement and Exhibit A, such amended, changed, or revised rate will  
8 automatically and without any notice to CITY be incorporated into this Agreement and Exhibit A, replacing  
9 any contrary or conflicting rate, from the effective date of the amendment, change, or revision in the rate(s),  
10 and will become the new rate to be paid by CITY to COUNTY for services provided, from the effective date  
11 of the rate change forward. The parties acknowledge that the County's Master Schedule of Fees, Charges,  
12 and Recovered Costs is subject to change.

13 C. COUNTY shall submit monthly invoices to CITY and CITY shall pay COUNTY within  
14 thirty (30) calendar days of receipt of any such invoice. At the end of the Fiscal Year, or the expiration or  
15 termination of this Agreement, COUNTY may, in the discretion of Sheriff or its designee, submit a final  
16 invoice for all amounts then unpaid, including, but not limited to, any remaining, unpaid hours of General  
17 Law Enforcement Services, as delineated in Section 1.A and increased by Section 4, and CITY shall pay  
18 the full amount of this final invoice within thirty (30) days of receipt thereof. Any payment made more than  
19 thirty (30) days after receipt of an invoice may result in contract termination or service reduction, in the sole  
20 discretion of the Fresno County Sheriff's Office, without any penalty or recourse against 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 the COUNTY's officers, agents, and employees will at all times be acting and performing as  
24 an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
25 employee, joint venturer, partner, or associate of the CITY. Furthermore, CITY shall have no right to control  
26 or supervise or direct the manner or method by which COUNTY shall perform its work and function.  
27 However, CITY 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 CITY and COUNTY shall comply with all applicable provisions of law and the rules and regulations,  
2 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. HOLD HARMLESS: CITY agrees to indemnify, save, hold harmless, and at COUNTY's  
12 request, defend COUNTY, its officers, agents, and employees from any and all costs and expenses  
13 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to  
14 COUNTY in connection with the performance, or failure to perform, by CITY, its officers, agents, or  
15 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and  
16 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who  
17 may be injured or damaged by the performance, or failure to perform, of CITY, its officers, agents, or  
18 employees under this Agreement. COUNTY agrees to indemnify, save, hold harmless, and at CITY's  
19 request, defend CITY, its officers, agents and employees from any and all costs and expenses (including  
20 attorney's fees and cost), damages, liabilities, claims, and losses occurring or resulting to CITY in  
21 connection with the performance, or failure to perform by COUNTY, its officers, agent, or employees under  
22 this Agreement, and from any and all costs and expenses (including attorney's fees and cost), damages,  
23 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or  
24 damaged by the performance, or failure to perform, of COUNTY, its officers, agents, or employees under  
25 this Agreement.

26 9. INSURANCE:

27 Without limiting COUNTY's right to obtain indemnification from CITY or any third parties, CITY, at its  
28 sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-

1 insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA)  
2 throughout the term of the Agreement, as applicable.

3 A. Commercial General Liability

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

9 B. Automobile Liability

10 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
11 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any  
12 automobiles used in connection with this Agreement.

13 C. Professional Liability

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

17 D. Worker's Compensation

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

19 E. Additional Requirements Relating to Insurance

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

27 CITY hereby waives its right to recover from COUNTY, its officers, agents, and employees any  
28 amounts paid by the policy of worker's compensation insurance required by this Agreement. CITY is solely

1 responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of  
2 subrogation, but CITY's waiver of subrogation under this paragraph is effective whether or not CITY obtains  
3 such an endorsement.

4         Within thirty (30) days from the date CITY signs and executes this Agreement, CITY shall provide  
5 certificates of insurance and endorsement as stated above for all of the foregoing policies, as required  
6 herein, to the County of Fresno, Sheriff's Office, 2200 Fresno Street, Fresno, CA 93721, stating that such  
7 insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents  
8 and employees will not be responsible for any premiums on the policies; that for such worker's  
9 compensation insurance the CITY has waived its right to recover from COUNTY, its officers, agents and  
10 employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance  
11 policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents  
12 and employees, individually and collectively, as additional insured, but only insofar as the operations under  
13 this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance  
14 and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,  
15 shall be excess only and not contributing with insurance provided under CITY's policies herein; and that this  
16 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice  
17 to COUNTY.

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

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

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

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

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

<u>COUNTY</u>	<u>CITY</u>
COUNTY OF FRESNO	City of San Joaquin
Sheriff-Coroner-Public Administrator	P.O. Box 758
2200 Fresno Street	San Joaquin, CA 93660
Fresno, CA 93721	Attention: Elizabeth Nunez
Attention: Business Office	FAX No.: 559-693-2193
FAX No.: 559-488-3699	

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

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

27 The rights and obligations of the parties and all interpretation and performance of this Agreement  
28

1 shall be governed in all respects by the laws of the State of California.

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

6 14. 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.

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

3  
4 **CITY OF SAN JOAQUIN**

**COUNTY OF FRESNO**

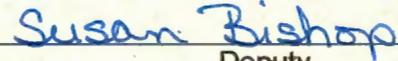
5   
6 \_\_\_\_\_  
7 Amarpreet Dhaliwal, Mayor  
8 City of San Joaquin

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

9   
10 \_\_\_\_\_  
11 Legal Counsel, City of San Joaquin

12  
13  
14 21900 Colorado Avenue  
15 San Joaquin, CA 93660  
16 \_\_\_\_\_  
17 Mailing Address

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

18  
19  
20 By:   
\_\_\_\_\_ Deputy

21 **FOR ACCOUNTING USE ONLY:**

22 ORG: 31113298  
23 Account: 4975  
24 Fund: 0001  
25 Subclass: 10000  
26  
27  
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Exhibit A”

**I. General Law Enforcement Services:**

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

- COUNTY will provide a Deputy Sheriff, at the then current rate (i.e. the rate listed at the time the service is provided) listed in the Master Schedules of Fees Charges, and Recovered Costs, section 2609, subdivision (a), for a Deputy Sheriff III at the “Overtime” hourly rate, per hour, per Deputy Sheriff. City acknowledges that these rates are subject to change, as discussed in the Agreement. The total amount of the General Law Enforcement Services to be provided and paid for, and the manner of invoicing, is discussed in the Agreement.

**II. Special Events Services**

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

- At the current rate (i.e. the rate listed at the time the service is provided) in the Master Schedule of Fees, Charges, and Recovered Codes, Section 2609, subdivision (a), the Deputy Sheriff III at the “Overtime” hourly rate, per hour, per Deputy Sheriff, and CITY acknowledges that these rates are subject to change, as discussed in the Agreement. Invoicing provisions are as per the invoicing provisions in the Agreement.