

A G R E E M E N T

THIS AGREEMENT is made and entered into this 29th day of January, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and FIG GARDEN POLICE PROTECTION DISTRICT (FGPPD), a police protection district formed pursuant to Health and Safety code section 20300 et seq., whose address is PO Box 5932, Fresno, CA 93755 hereinafter referred to as "DISTRICT." COUNTY and DISTRICT may be collectively referred to herein as "Parties" or in the singular as "Party."

W I T N E S S E T H:

WHEREAS, DISTRICT desires to secure law enforcement services from the COUNTY, through the Fresno County Sheriff-Coroner-Public Administrator (SCPA)'s Office, within DISTRICT's boundaries; and

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

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

1. SERVICES PROVIDED BY COUNTY

A. General Law Enforcement Services: COUNTY agrees its SCPA's Office will provide, within the limitations of this Agreement, law enforcement services consisting of two full-time equivalent Deputy Sheriff Officers (assigned to Area 2) as set forth in Exhibit A, attached hereto and incorporated herein by this reference, for a minimum of 1,691 hours each during the term of this Agreement, for a total of 3,382 hours of services, from July 1, 2018, and June 30, 2019 (charged at the "Regular" rate, as delineated in Exhibit A). In addition, the parties agree that, should COUNTY's SCPA determine that additional hours of General Law Enforcement Services beyond the minimum service level stated above are appropriate and should COUNTY SCPA determine the COUNTY has sufficient resources to do so, COUNTY's SCPA will provide overtime law enforcement services, as depicted in Exhibit A, in an amount not to exceed 1,560 hours during the term of this Agreement (charged at the "Overtime" rate, as delineated in Exhibit A). The law enforcement services provided to DISTRICT shall be services of the type customarily provided by

COUNTY's SCPA within the unincorporated territories of the COUNTY and may include, as determined by COUNTY, enforcement of ordinances of the type customarily enforced by the SCPA within the unincorporated territories of the COUNTY and additional services unique to DISTRICT such as traffic accident investigation. Duties to be performed by the Deputy Sheriffs include Calls for service, Self-initiated Activity, and Directed Activity. These services are delivered by personnel from Sheriff's Patrol Bureau in both uniform and non-uniform assignments providing preliminary and investigative follow up to DISTRICT law enforcement functions. COUNTY, through its Sheriff or her/his designee, has and retains sole discretion in deciding all aspects of the manner in which General Law Enforcement are provided, as well as the days and hours such law enforcement services will be provided, during the term of this Agreement.

B. As part of its provision of General Law Enforcement Services, the COUNTY's Sheriff shall provide 24-hour law enforcement dispatching/9-1-1 primary answering services to the DISTRICT and may, at the sole discretion of the Sheriff or her/his designee, provide specialized services and functions within the DISTRICT, as resources permit. Such specialized services and functions may include services related to the following: Homicide, Juvenile, Narcotics, SWAT, Search and Rescue, and Explosive Ordinance Disposal.

C. Special Events Services: DISTRICT acknowledges, agrees, and represents that DISTRICT events that require law enforcement services which occur or take place outside of normal district operations and hours, and are part of some scheduled event, are not included in the General Law Enforcement Services set forth in 1.A. and are instead "Special Events Service(s)." DISTRICT shall notify SCPA' at least thirty (30) days in advance of the need for any such Special Events Service(s) if and when DISTRICT desires COUNTY to provide law enforcement services at such an event. In the event COUNTY provides Special Events Service(s), which is to be determined by SCPA or her/his designee, such services will be provided as agreeable between COUNTY and DISTRICT. The Fresno County SCPA or her/his designee, acting on behalf of the COUNTY, is authorized to agree to provide some or all, to or decline to provide any, of the Special Events Service(s) requested by DISTRICT. Special Events Service(s) are chargeable to DISTRICT at the rates identified in Exhibit A.

D. The performance of General Law Enforcement Services and Special Event Services, including the standards of performance, the discipline of officers, and all other matters incident to the performance

1 of law enforcement services and the control of law enforcement personnel, shall be the right and
2 responsibility of COUNTY. In the case of dispute between the Parties as to the extent, duties, or
3 functions to be rendered under this Agreement, or the minimum level or manner of such performance of
4 such services, the determination made by the COUNTY, through its SCPA, or her/his designee, shall be
5 final and conclusive.

6 E. All contracted hours, whether General Law Enforcement Services or Special Event Services, shall
7 be accounted for by Sheriff Communication Center computer summaries or written logs. A monthly report
8 of contracted hours shall be provided to DISTRICT for review.

9 2. TERM

10 This Agreement shall become effective on the 1st day of July, 2018 and shall terminate on the 30th
11 day of June, 2019.

12 3. TERMINATION

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

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

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

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

26 4. COMPENSATION/INVOICING:

27 A. DISTRICT shall pay COUNTY the cost of performing General Law Enforcement
28 Services, as set forth in Section 1.A, above, at the applicable rate for such services as delineated in Exhibit

1 A. DISTRICT will compensate COUNTY for a total of 3,382 hours of General Law Enforcement Services,
2 to be paid over twelve payments for two-hundred-eighty two (282) hours per payment. In addition,
3 DISTRICT shall pay COUNTY for additional overtime General Law Enforcement Services, as delineated in
4 Section 1.A, but not to exceed 1560 hours, and for Special Events Service(s), as set forth in Section 1.C,
5 above, as agreed upon by COUNTY and DISTRICT, at the applicable rate for such services as delineated
6 in this Agreement and Exhibit A.

7 B. As indicated in Exhibit A, the hourly rates to be charged by COUNTY, and
8 subsequently paid by DISTRICT, are the rates set forth in the County's Master Schedule of Fees, Charges,
9 and Recovered Costs, Section 2609, subdivision (a), for Regular and Overtime rates, in place at the time
10 the services are provided. The parties agree that if and when the Master of Schedule of Fees, Charges,
11 and Recovered Costs, Section 2609, subdivision (a), is amended, changed, or revised, in any way that
12 changes the rates being charged for the services identified in this Agreement and Exhibit A, that the new
13 rates will be charged by COUNTY, and paid by DISTRICT, for any services provided pursuant to this
14 Agreement and Exhibit A, from the date of the amendment, change, or revision, going forward. The parties
15 further agree that if and when the Master of Schedule of Fees, Charges and Recovered Costs is amended,
16 changed, or revised, in any way that changes the rates being charged for the services identified in this
17 Agreement and Exhibit A, such amended, changed, or revised rate will automatically and without any notice
18 to DISTRICT be incorporated into this Agreement and Exhibit A, replacing any contrary or conflicting rate,
19 from the effective date of the amendment, change, or revision in the rate(s), and will become the new rate
20 to be paid by DISTRICT to COUNTY for services provided, from the effective date of the rate change
21 forward. The parties acknowledge that the County's Master Schedule of Fees, Charges, and Recovered
22 Costs is subject to change.

23 C. COUNTY shall submit monthly invoices to DISTRICT and DISTRICT shall pay
24 COUNTY within thirty (30) calendar days of receipt of any such invoice. At the expiration or termination
25 of this Agreement, COUNTY may, in the discretion of SCPA or her/his designee, submit a final invoice
26 for all amounts then unpaid, including, but not limited to, any remaining, unpaid portion of the 3,382
27 hours of General Law Enforcement Services, as delineated in Section 1.A, and DISTRICT shall pay the
28 full amount of this final invoice within thirty (30) days of receipt thereof. Any payment made more than

30 days after receipt of an invoice may result in contract termination or service reduction, in the sole discretion of the Fresno County SCPA, without any penalty or recourse against COUNTY.

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

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

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

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

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

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

COUNTY agrees to indemnify, save, hold harmless and, at DISTRICT's request, defend the DISTRICT, its officers, agents and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to DISTRICT in connection with the performance, or failure to perform by COUNTY, its officers, agent, or employees under this Agreement.

9. INSURANCE

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

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two-And-A-Half Million Dollars Million Dollars (\$2,500,000.00) per occurrence. This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this Agreement.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than Two-And-A-Half Million Dollars (\$2,500,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

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

D. Worker's Compensation

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

Additional Requirements Relating to Insurance

DISTRICT shall obtain endorsements to the Commercial General Liability insurance naming the

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

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

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

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

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

4 10. AUDITS AND INSPECTIONS: The DISTRICT shall at any time during business hours, and
5 as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its
6 records and data with respect to the matters covered by this Agreement. The DISTRICT shall, upon
7 request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary
8 to ensure DISTRICT's compliance with the terms of this Agreement.

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

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

14 COUNTY

15 Fresno County Sheriff-Coroner-Public
16 Administrator
17 2200 Fresno Street
18 Fresno, CA 93721
19 Attention: Business Office
20 FAX No.: 559-488-3348

DISTRICT

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

19 All notices between the COUNTY and DISTRICT provided for or permitted under this Agreement
20 must be in writing and delivered either by personal service, by first-class United States mail, by an overnight
21 commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service
22 is effective upon service to the recipient. A notice delivered by first-class United States mail is effective
23 three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the
24 recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business
25 day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery
26 instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic
27 facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed
28 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next

beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

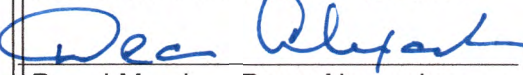
12. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

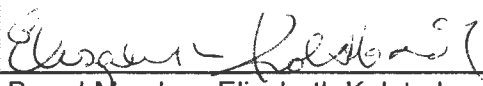
The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

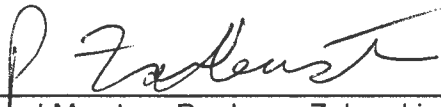
13. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the DISTRICT and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever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

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

3
4 **FIG GARDEN POLICE DISTRICT**

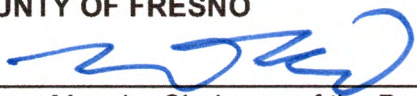
5 
6 Board Member, Dean Alexander

7 
8 Board Member, Elizabeth Kolstad

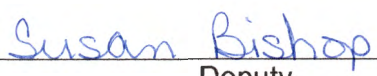
9 
10 Board Member, Prudence Zalewski

11 P.O. Box 5932
12 Fresno, CA 93755
13 Mailing Address

4 **COUNTY OF FRESNO**

5 
Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

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

18 By: 
Deputy

19 **FOR ACCOUNTING USE ONLY:**

20 ORG No.: 31113219
21 Account No.: 4975
22 Requisition No.: N/A
23
24
25
26
27
28

"Exhibit A"

I. General Law Enforcement Services:

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

As indicated in Section 1.A of the Agreement, COUNTY will provide two Deputy Sheriffs, at the then current rate (i.e. the rate listed at the time the service is provided) listed in the Master Schedules of Fees Charges, and Recovered Costs, Section 2609, subdivision (a), for the Deputy Sheriff III at the "Regular" hourly rate, per hour, for a total of 3382 hours. As further indicated in Section 1.A of the Agreement, COUNTY may provide additional overtime General Law Enforcement Services, but in no event more than 1560 hours worth, 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. DISTRICT acknowledges that these rates are subject to change, as delineated in the Agreement. The total amount of the General Law Enforcement Services to be provided and paid for, and the manner of invoicing, is depicted in the Agreement.

II. Special Events Services

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

At the 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, and DISTRICT acknowledges that these rates are subject to change, as delineated in the Agreement. Invoicing provisions are as per the invoicing provisions in the Agreement.