SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated <u>December 17, 2024</u> and is between the County of Fresno, a political subdivision of the State of California ("County") and City of Sanger, a municipal corporation, whose address is 1700 7th Street, Sanger, Ca, 93657, hereinafter referred to as "City". County and City may be collectively referred to herein as "Parties" or in the singular as "Party."

Recitals

- A. WHEREAS, City desires to secure law enforcement dispatch services/9-1-1 answering responsibilities for City from County, through the Fresno County Sheriff's Office, within City's boundaries;
- B. WHEREAS, County has provided these services to City through its Sheriff's Office or its designee ("Sheriff's Office") since July of 2010;
- C. WHEREAS, County agrees to continue to render such law enforcement dispatch services/9-1-1 answering responsibilities for City within the City's boundaries, and City agrees to pay County the cost of performing such services at the rates and according to the terms and conditions set forth in this Agreement.

The parties therefore agree as follows:

Article 1

County's Services

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

- 1.3 **Representation.** The County represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.
- 1.4 **Compliance with Laws.** The County shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2

City's Responsibilities

- 2.1 Obligations of the City. City agrees to convert the radios in its police vehicles to such frequencies as required by the Sheriff's Office's communications systems. City shall also place radios in its police vehicles that have a primary and secondary channeling ability, as determined by the Sheriff's Office, for the purpose of ensuring reasonable communications backup.
- 2.2 City shall have its police personnel use such alpha-numerical identifier system as determined by the Sheriff's Office, and City assumes responsibility for keeping the Sheriff's office communications system secure, as required by law.
- 2.3 City agrees that its personnel shall comply with the Sheriff's Office radio procedures, and that it shall hold its employees accountable for failing to comply with such radio procedures.
- 2.4 City shall timely pay County for services rendered under this Agreement, as provided in Article 3.

Article 3

Compensation, Invoices, and Payments

3.1 The City agrees to pay, and the County agrees to receive, compensation for the performance of its services under this Agreement as described in Exhibit B to this Agreement, titled "Compensation." The parties also recognize and agree that the monthly compensation due to County for services rendered under this Agreement may be updated from time to time based upon changes to the "per resident charge" and "population estimate" figures in Exhibit B. County shall provide City with written notice of charges to the monthly compensation due to County.

Such notice shall be given in March of 2025, and yearly thereafter during the term of this

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

- 3.2 As indicated in Exhibit B, the rate specified per resident (Dispatcher Per Capita) to be charged by County, and subsequently paid by City, are the rates set forth in the County's Master Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (d), for performing the dispatching services under this Agreement. The parties agree that if and when the Master of Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (d), is amended, changed, or revised, in any way that changes the rates being charged for the services identified in this Agreement, that the new rate will be charged by the County, and paid by the City, for any services provided pursuant to this Agreement and Exhibit B, from the date of the amendment, change, or revision, going forward. The parties further agree that if and when the Master of Schedule of Fees, Charges and Recovered Costs is amended changed, or revised, in any way that changes the rates being charged for the services identified in this Agreement and Exhibit B, replacing any contrary or conflicting rate, from the effective date of the amendment, change, or revision in the rate(s), and will become the new rate to be paid by the City to County for services provided, from the effective date of the rate change forward. The parties acknowledge that the County's Master Schedule of Fees, Charges, and Recovered Costs is subject to change.
- 3.3 **Maximum Compensation.** The maximum compensation payable to the County under this Agreement shall not exceed \$2,619,335. The County acknowledges that the City is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that County may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The County further acknowledges that City employees have no authority to pay the County except as expressly provided in this Agreement. The maximum total is estimated with a

- 10% increase, which may be less or more, depending on the approved Master of Schedule Fees. As of fiscal year 2024-25, City of Sanger population is 26,241 multiplied by the Dispatcher Per Capita rate at \$16.35. Thereafter, the estimated 10% increases are as follows:
- 4 | FY 2024-25 (Year 1) (Population 26,241 x rate \$16.35) \$429,040.35
- 5 ||FY 2025-26 (Year 2) (Estimated 10% increase (\$429,040.35 x 10% =
- 7 | FY 2026-27 (Year 3) (Estimated 10% increase (\$471,944.39 x 10% =
- 8 ||\$47194.44) \$519,138.82
- FY 2027-28 (Year 4) (Estimated 10% increase (\$519,138.82 x 10% =
- 10 ||\$51,913.88) \$571,052.71
- 11 ||FY 2028-29 (Year 5) (Estimated 10% increase (\$571,052.71 x 10% =
 - 2 ||\$57,105.27) \$628,157.98
 - Total \$2,619,334.25, rounded up to \$2,619,335.00
 - 3.4 **Invoices.** The County shall submit monthly invoices to the City and City shall pay the County within thirty (30) calendar days of receipt of any such invoice. At the end of the Fiscal Year, or the expiration or termination of this Agreement, County may, in the discretion of Sheriff or its designee, submit a final invoice for all amounts then unpaid, including, but not limited to, any remaining, unpaid hours of dispatching services, as outlined in Article 1 and City shall pay the full amount of this final invoice within thirty (30) days of receipt thereof.
 - 3.5 **Payment.** The City shall pay each correctly completed and timely submitted invoice within thirty (30) days after receipt. Any payment made more than thirty (30) days after receipt of an invoice may result in contract termination of service reduction, in the sole discretion of the Fresno County Sheriff's Office, without any penalty or recourse against County. City shall remit payments to the County's address specified in the invoice.
 - 3.6 **Incidental Expenses.** The County is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

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1	Article 4
2	Term of Agreement
3	4.1 Term. This Agreement is effective retroactive to July 1, 2024 and terminates on June
4	30, 2027, except as provided in section 4.2, "Extension," or Article 6, "Termination and
5	Suspension," below.
6	4.2 Extension. The term of this Agreement may be extended for no more than two, one-
7	year periods only upon written approval of both parties at least 30 days before the first day of
8	the next one-year extension period. The Sheriff or his or her designee is authorized to sign the
9	written approval on behalf of the County based on the City's satisfactory performance. The
10	extension of this Agreement by the County is not a waiver or compromise of any default or
11	breach of this Agreement by the City existing at the time of the extension whether or not known
12	to the County.
13	Article 5
14	Notices
15	5.1 Contact Information. The persons and their addresses having authority to give and
16	receive notices provided for or permitted under this Agreement include the following:
17	For the County:
18	Sheriff's Captain Sheriff-Coroner-Public Administrator
19	County of Fresno 2200 Fresno Street
20	Fresno, CA 93721 Sheriff Payables@fresnosheriff.org Fax: 559-600-8318
21	
22	For the City: Chief of Police
23	Sanger Police Department City of Sanger
24	1700 7 th Street Sanger, CA 93657
25	Phone No.: 559-875-8522
26	5.2 Change of Contact Information . Either party may change the information in section
27	5.1 by giving notice as provided in section 5.3.
28	, G G

- 5.3 **Method of Delivery.** Each notice between the County and the City provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.
 - (A) A notice delivered by personal service is effective upon service to the recipient.
 - (B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
 - (C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
 - (D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is 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.
- 5.4 Claims Presentation. For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 **Termination for Non-Allocation of Funds**. The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the City, may:

- (A) Modify the services provided by the County under this Agreement; or
- (B) Terminate this Agreement.

6.2 Termination for Breach.

- (A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the City. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the City to cure the breach.
- (B) If the City fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.
- (C) For purposes of this section, a breach occurs when, in the determination of the County, the City has:
 - (1) Obtained or used funds illegally or improperly;
 - (2) Failed to comply with any part of this Agreement;
 - (3) Submitted a substantially incorrect or incomplete report to the County; or
 - (4) Improperly performed any of its obligations under this Agreement.
- 6.3 **Termination without Cause.** In circumstances other than those set forth above, either party may terminate this Agreement by giving at least 30 days advance written notice to the other party.
- 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

Article 7

Independent Contractor

7.1 **Status.** 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 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 City. Furthermore, City shall have no right to control or supervise or direct the manner or method by which County shall perform its

work and function. However, City 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.

- 7.2 **Verifying Performance**. City and County shall comply with all applicable provision of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof. The City has no right to control, supervise, or direct the manner or method by which County shall perform its work or function., but the City may verify that the County is performing according to the terms of this Agreement.
- 7.3 **Benefits**. 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.
- 7.4 **Services to Others**. The parties acknowledge that, during the term of this Agreement, the County may provide services to others unrelated to the City.

Article 8

Indemnity and Defense

8.1 Indemnity. The City agrees to indemnify, save, hold harmless, and at County's request, defend 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 City, 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 City, its officers, agent, or employees under this Agreement.

The County agrees to indemnify, save, hold harmless, and at City's request, defend City, 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 City in connection with the performance, or failure to perform, by County, 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 County, its officers, agent, or employees under this Agreement.

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

Article 9

Reserved

Article 10

Inspections, Audits, and Public Records

- 10.1 **Inspection of Documents.** Either Party shall make available to the County, and either party may examine at any time during business hours and as often as the County deems necessary, all of the other party's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. A party shall, upon request by the other party, permit the requesting party to audit and inspect all of such records and data to ensure the party's compliance with the terms of this Agreement.
- 10.2 **State Audit Requirements.** If this Agreement exceeds \$10,000, the County and City shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.
- 10.3 **Public Records.** The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the City may provide to the County. The County's public disclosure of this Agreement or any record or data that the City may provide to the County may include but is not limited to the following:
 - (A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

- (B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the City may provide to the County, unless such disclosure is prohibited by court order.
- (C) This Agreement, and any record or data that the City may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).
- (D) This Agreement, and any record or data that the City may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, beginning with section 7920.000) ("CPRA").
- (E) This Agreement, and any record or data that the City may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).
- (F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the City may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.
- 10.4 **Public Records Act Requests.** If a party ("Requesting Party") receives a written or oral request under the CPRA to publicly disclose any record that is in the other party's ("Disclosing Party") possession or control, and which the Requesting Party has a right, under any provision of this Agreement or applicable law, to possess or control, then the Requesting Party may demand, in writing, that the Disclosing Party deliver to the Requesting Party, for purposes of public disclosure, the requested records that may be in the possession or control of the Disclosing Party. Within five business days after the Requesting Party's demand, the Disclosing Party shall (a) deliver to the County all of the requested records that are in the Disclosing Party's possession or control, together with a written statement that the Disclosing

Party, after conducting a diligent search, has produced all requested records that are in the Disclosing Party's possession or control, or (b) provide to Requesting Party a written statement that the Disclosing Party, after conducting a diligent search, does not possess or control any of the requested records. The Disclosing Party shall cooperate with the Requesting Party with respect to any such demand for such records. If the Disclosing Party wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the Requesting Party and assert the exemption by citation to specific legal authority within the written statement that it provides to the Requesting Party under this section. The Disclosing Party's assertion of any exemption from disclosure is not binding on the Requesting Party, but the Requesting Party will give at least 10 days' advance written notice to the Disclosing Party before disclosing any record subject to the Disclosing Party's assertion of exemption from disclosure. The Disclosing Party shall indemnify the Requesting Party for any court-ordered award of costs or attorney's fees under the CPRA that results from the Disclosing Party's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the Requesting Party with respect to the Requesting Party's demand for any such records.

Article 11

Reserved

Article 12

General Terms

- Modification. Any matters of this Agreement may be modified from time to time by written consent of all parties without, in any way, affecting the remainder. Except as provided in Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The City acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.
- 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

- 12.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.
- 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. City consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.
- 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.
 - 12.6 **Days.** Unless otherwise specified, "days" means calendar days.
- 12.7 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.
- 12.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.
- 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.
- 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation of the City under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the City and does not prohibit enforcement by the County of any obligation on any other occasion.

- 12.11 Entire Agreement. This Agreement, including its exhibits, is the entire agreement between the City and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.
- 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.
 - 12.13 Authorized Signature. The City represents and warrants to the County that:
 - (A) The City is duly authorized and empowered to sign and perform its obligations under this Agreement.
 - (B) The individual signing this Agreement on behalf of the City is duly authorized to do so and his or her signature on this Agreement legally binds the City to the terms of this Agreement.
- 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.
 - (A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
 - (B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

- (C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- (D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- (E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.
- 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this Agreement on the date stated in the introductory clause. CITY OF SANGER **COUNTY OF FRESNO** Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno (Authorized Signature) Attest: sen City Many Bernice E. Seidel Clerk of the Board of Supervisors County of Fresno, State of California 1700 7th Street By: Hanamo Sanger, CA 93657 For accounting use only: Org No.: 31113320 Account No.: 4975 Fund No.: 0001 Subclass No.: 10000

Exhibit A

Scope of Services

Law Enforcement Dispatch Services: County agrees, through its Sheriff's Office, to receive phone calls at the Sheriff's Office communications center for requests to dispatch City's police department personnel in response to such requests. The dispatching services provided under this Agreement do not include, and the Sheriff's Office shall not provide, any dispatch services for requests for emergency medical services or fire suppression services. If the Sheriff's Office receives telephone calls requesting emergency medical services or fire suppression services within City boundaries, the Sheriff's Office shall transfer those calls to the emergency medical services dispatching center. The Sheriff's Office shall provide dispatch services via the radio to direct City's police department personnel to various calls for service.

The Sheriff's Office shall also provide, within the limitations of this Agreement, training to City's police personnel in the use of the Sheriff's Office's radio procedures and language as deemed necessary by the Parties. This training shall cover the computer priority systems, uniformity of dispositions, and radio language and proper radio etiquette.

Exhibit B

The County will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The County is not entitled to any compensation except as expressly provided in this Exhibit B, and as described in this Agreement.

- 1. County agrees to perform services for the City at the rate specified below per resident of the City (as determined by the State Department of Finance certified population estimated as of January 1st of that year) until such time as the rate is updated pursuant to Article 3 of this Agreement. Under this Agreement, the County's cost recovery shall be 100%, 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 Dispatcher Per Capita at the rate, per hour. City acknowledges that these rates are subject to change, as delineated in the Agreement. The total amount of the Law Enforcement Dispatch Services to be provided and paid for, and the manner of invoicing, is depicted in the Agreement.
- Monthly Charge for FY 2024-25 (July 1, 2024 June 30, 2025) (hereinafter the "2025-2025 Monthly Charge") is charged to the latest approved Master Schedule of Fees (MSF) on November 28, 2023 rates for the following:
 - A. The methodology to calculate these amounts are as follows:
 - (July 1, 2024 June 30, 2025) Per resident charge = \$16.35 (100% of \$16.35 per resident)
 - Number of residents in City (as determined by State Department of Finance certified population estimate as of January 1, 2023) = 26,241
 - 2024-2025 Monthly Charge = (\$16.35/resident x 26,241 residents)/12 months
 = \$35,754/month