

**AGREEMENT**

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3 THIS AGREEMENT is made and entered into this 12th day of May, 2020, by and between the  
4 COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as  
5 "COUNTY", and CITY OF SANGER, a City, whose address is 1700 7<sup>th</sup> Street, Sanger, CA 93657,  
6 hereinafter referred to as "CITY". COUNTY and CITY may be collectively referred to herein as "Parties" or  
7 in the singular as "Party."

8 WITNESSETH:

9 WHEREAS, CITY desires to secure law enforcement dispatch services/9-1-1 answering  
10 responsibilities for CITY from COUNTY, through the Fresno County Sheriff-Coroner-Public Administrator's  
11 Office, within CITY's boundaries;

12 WHEREAS, COUNTY has provided these services to CITY through its Sheriff's Office or its  
13 designee ("Sheriff's Office") since July of 2010;

14 WHEREAS, COUNTY, through its Sheriff's Office, can continue rendering such services to CITY;

15 WHEREAS, County Agreement Number 19-027, the current agreement between CITY and  
16 COUNTY for the provision of such services, terminated on June 30, 2019;

17 WHEREAS, COUNTY desires to enter into this Agreement, effective retroactive to July 1, 2019, to  
18 provide such services during the term of this Agreement; and

19 WHEREAS, COUNTY agrees to render such law enforcement dispatch services/9-1-1 answering  
20 responsibilities for CITY within the CITY's boundaries, according to the terms and conditions hereinafter set  
21 forth, and CITY agrees to pay COUNTY the cost of performing such services at the rates and under the  
22 terms and conditions herein set forth.

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

25 1. SERVICES PROVIDED BY COUNTY

26 A. Law Enforcement Dispatch Services: COUNTY agrees its Sheriff's Office will  
27 provide, within the limitations of this Agreement, training to CITY's police personnel in the use of the  
28 Sheriff's Office's radio procedures and language as deemed necessary by the parties. This training shall

1 cover the computer priority system, uniformity of dispositions, and radio language and discipline, as set  
2 forth in Exhibit A, attached hereto and incorporated herein by this reference, for the term of this  
3 Agreement, which shall be for a period of three (3) years, commencing on July 1, 2019, through and  
4 including June 30, 2022. This Agreement may be extended for two (2) additional consecutive twelve  
5 (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first  
6 day of the next twelve (12) month extension period. COUNTY agrees, through its Sheriff's Office, to  
7 receive phone calls at the Sheriff's Office's communications center for requests to dispatch CITY's  
8 police department personnel for the purpose of providing law enforcement services. The Sheriff's Office  
9 shall dispatch CITY's police department personnel in response to such requests. The dispatching  
10 services provided for under this Agreement do not include, and the Sheriff's Office will not be  
11 responsible for providing, any dispatch services for requests for emergency medical services or fire  
12 suppression services. Phone calls the Sheriff's Office receives requesting emergency medical services  
13 or fire suppression services within CITY boundaries shall be transferred to the emergency medical  
14 services dispatching center.

15           B.       The rendition of contract services, the standards of performance, the discipline of  
16 officers, and other matters incident to the performance of such services and the control of personnel so  
17 employed, shall remain with COUNTY. In the event of dispute between the parties as to the extent and  
18 duties and functions to be rendered under this Agreement, or the minimum level or manner of such  
19 performance of such services, the determination made by COUNTY shall be final and conclusive.

20           C.       The performance of law enforcement dispatch/9-1-1 answering responsibilities for  
21 CITY by COUNTY Sheriff's Office, including the standards of performance, the discipline of officers, and  
22 all other matters incident to the performance of law enforcement services and the control of law  
23 enforcement personnel, shall be the right and responsibility of COUNTY. In the case of a dispute  
24 between the Parties as to the extent, duties, or functions to be rendered under this Agreement, or the  
25 minimum level or manner of such performance of such services, the determination made by the  
26 COUNTY, through its Sheriff's Office, shall be final and conclusive.

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1 D. Because the Agreement is effective retroactive to July 1, 2019, any services that  
2 have been performed since July 1, 2019, prior to the execution of this Agreement are hereby approved  
3 and ratified by the parties.

4 2. OBLIGATIONS OF THE CITY

5 A. CITY agrees to convert the radios in its police vehicles to such frequencies as  
6 required by the Sheriff's Office's communications system. CITY shall also place radios in its police  
7 vehicles that have a primary and secondary channeling ability, as determined by the Sheriff's Office, for  
8 the purpose of ensuring reasonable communications backup.

9 B. CITY shall have its police personnel use such alpha-numerical identifier system  
10 as determined by the Sheriff's Office, and CITY assumes responsibility for keeping the Sheriff's Office  
11 communications system secure as required by law.

12 C. CITY agrees that its personnel shall comply with the Sheriff's Office radio  
13 procedures, and that it shall hold its employees accountable for failing to comply with such radio  
14 procedures.

15 D. CITY shall timely pay COUNTY for services rendered under this Agreement.  
16 Payment for services shall be made as provided by Section 5, "COMPENSATION/INVOICING," of this  
17 Agreement.

18 3. TERM

19 The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2019,  
20 through and including June 30, 2022. This Agreement may be extended for two (2) additional consecutive  
21 twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first  
22 day of the next twelve (12) month extension period. The COUNTY Sheriff or her or his designee ("Sheriff")  
23 is authorized to execute such written approval on behalf of COUNTY based on CITY's satisfactory  
24 performance of its obligations hereunder.

25 4. TERMINATION

26 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
27 provided hereunder, are contingent on the approval of funds by the appropriating government agency of  
28 COUNTY. Should sufficient funds not be allocated, the services provided may be modified, or this

1 Agreement terminated, at any time by giving CITY thirty (30) days advance written notice.

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

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

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

11 5. COMPENSATION/INVOICING:

12 A. CITY shall pay monthly to COUNTY the compensation agreed for performing the  
13 dispatching services under this Agreement, as set forth in Section 1(A), above, at the applicable rate for  
14 such services and the methodology for determining such compensation as delineated in Exhibit A, which is  
15 attached hereto and incorporated herein by reference. After the approval of the applicable rates for such  
16 services by the Board of Supervisors for a Fiscal Year, which shall take effect and be in full force and effect  
17 thirty (30) days from and after its passage, there shall be no increase to the monthly compensation amount  
18 due to COUNTY for services provided to CITY under this Agreement during that specific Fiscal Year as the  
19 rates for that Fiscal Year are set forth in COUNTY's Master Schedule of Fees, Charges, and Recovered  
20 Costs, Section 2609, subdivision (d) for Dispatcher Per Capita, in place at the time the services are  
21 provided. The parties also recognize and agree that the monthly compensation due to COUNTY for  
22 services rendered under this Agreement may be updated from time to time based upon changes to the "per  
23 resident charge" and "population estimate" figures in Exhibit A. COUNTY shall provide CITY with written  
24 notice of charges to the monthly compensation due to COUNTY. Such notice shall be given in March of  
25 2019 and March of 2020, and yearly thereafter during the term of this Agreement. Upon City's approval of  
26 the changes to the monthly compensation due to COUNTY due to changes to the "per resident charge" and  
27 "population estimate" figures, the new monthly compensation amount shall be effective July 1<sup>st</sup> of the same  
28 year notice of the change was given by COUNTY. CITY will compensate COUNTY for performing the

1 dispatching services under this Agreement, to be paid over twelve payments for that Fiscal Year, and  
2 COUNTY shall invoice CITY monthly for the previous month's services.

3           B.       As indicated in Exhibit A, the rate specified per resident (Dispatcher Per Capita) to  
4 be charged by COUNTY, and subsequently paid by CITY, are the rates set forth in the County's Master  
5 Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (d), for performing the  
6 dispatching services under this Agreement. The parties agree that if and when the Master of Schedule of  
7 Fees, Charges, and Recovered Costs, Section 2609, subdivision (d), is amended, changed, or revised, in  
8 any way that changes the rates being charged for the services identified in this Agreement, that the new  
9 rates will be charged by COUNTY, and paid by CITY, for any services provided pursuant to this Agreement,  
10 from the date of amendment, change, or revision, going forward. The parties further agree that if and when  
11 the Master of Schedule of Fees, Charges and Recovered Costs is amended, changed, or revised, in any  
12 way that changes the rates being charged for the services identified in this Agreement, such amended,  
13 changed, or revised rate will automatically, and without any notice to CITY, be incorporated into this  
14 Agreement, replacing any contrary or conflicting rate, from the effective date of the amendment, change, or  
15 revision in the rate(s), and will become the new rate to be paid by CITY to COUNTY for services provided,  
16 from the effective date of the rate change forward. The parties acknowledge that the COUNTY's Master  
17 Schedule of Fees, Charges, and Recovered Costs is subject to change.

18           C.       COUNTY shall submit monthly invoices to CITY, and CITY shall pay COUNTY  
19 within thirty (30) calendar days of receipt of any such invoice. At the expiration or termination of this  
20 Agreement, COUNTY may, in the discretion of the Sheriff's Office, submit a final invoice for all amounts  
21 then unpaid, including any remaining, unpaid portion of law enforcement dispatch services, and CITY shall  
22 pay the full amount of this invoice within thirty (30) days of receipt thereof. Any payment made more than  
23 30 days after receipt of an invoice may result in contract termination or service reduction, in the sole  
24 discretion of the Sheriff's Office, without any penalty or recourse against COUNTY.

25           6.       INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations  
26 assumed by COUNTY under this Agreement, it is mutually understood and agreed that COUNTY, including  
27 any and all of COUNTY'S officers, agents, and employees, will at all times be acting and performing as an  
28 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,

1 employee, joint venturer, partner, or associate of CITY. Furthermore, CITY shall have no right to control or  
2 supervise or direct the manner or method by which COUNTY shall perform its work and function. However,  
3 CITY shall retain the right to administer this Agreement so as to verify that COUNTY is performing its  
4 obligations in accordance with the terms and conditions thereof.

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

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

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

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

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

23 COUNTY agrees to indemnify, save, hold harmless and, at CITY's request, defend CITY, its officers,  
24 agents and employees from any and all costs and expenses, (including attorney's fees and costs),  
25 damages, liabilities, claims, and losses occurring or resulting to CITY in connection with the performance,  
26 or failure to perform by COUNTY, its officers, agent, or employees under this Agreement and from any and  
27 all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses  
28 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the

1 performance, or failure to perform, of COUNTY, its officers, agents, or employees under this Agreement.

2 The provisions of this Section 9 shall survive termination of this Agreement.

3 10. INSURANCE

4 Without limiting the right of either party to obtain indemnification from the other party or any third  
5 parties, it is understood and agreed that CITY and COUNTY shall each maintain, at their sole expense,  
6 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling  
7 arrangement and/or Joint Powers Agreement (JPA) to fund their respective liabilities throughout the term of  
8 the Agreement. Coverage shall be provided for comprehensive general liability, automobile liability,  
9 professional liability, and workers compensation exposure. Evidence of Insurance, Certificates of Insurance  
10 or other similar documentation shall not be required of either party under this Agreement.

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

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

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

21 COUNTY

22 Fresno County Sheriff Captain  
23 P.O. Box 1788  
Fresno, CA 93717  
FAX No.: 559-488-3699

CITY

Chief of Police  
Sanger Police Department  
1700 7<sup>th</sup> Street  
Sanger, CA 93657  
PHONE No.: 559-875-8522

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

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

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

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

20 15. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each  
21 of which shall be deemed an original, but all of which together shall constitute one and the same  
22 Agreement, binding on the Parties according to its terms and conditions.

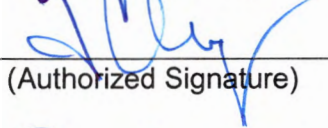
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

**CITY OF SANGER**


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

Tim Chopa, City Manager  
Print Name & Title

\_\_\_\_\_  
1700 7<sup>th</sup> Street  
Sanger, CA 93657

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: Susan Bishop  
Deputy

**FOR ACCOUNTING USE ONLY:**

ORG: 31113320  
Account: 4975  
Fund: 0001  
Subclass: 10000

"Exhibit A"

CITY agrees to pay COUNTY for the performance of law enforcement dispatch services/9-1-1 answering responsibilities under Sections 1(A) and 5 of the Agreement, as follows:

- COUNTY agrees to perform contracted services for CITY at the rate specified below per resident of CITY (as determined by the State Department of Finance certified population estimated as of January 1<sup>st</sup> of that year) until such time as the rate is updated pursuant to Section 5, "COMPENSATION/INVOICING," of this Agreement. Under this Agreement, COUNTY's cost recovery will 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 2019-20 (July 1, 2019 – June 30, 2020) (hereinafter the "2019-2020 Monthly Charge") is split, due to COUNTY Board's late approval of Master Schedule of Fees (MSF) on October 22, 2019, and reflects the new MSF rates effective December 1, 2019 for the following:

The methodology to calculate these amounts is as follows:

(July 1, 2019 – November 30, 2019)

Per-resident charge = \$14.79 (100% of \$14.79 per resident)

Number of residents in CITY (as determined by State Department of Finance certified population estimate as of January 1, 2019) = 27,094

2019-2020 Monthly Charge =  $(\$14.79/\text{resident} \times 27,094 \text{ residents})/12 \text{ months} =$

\$33,393.36/month

1 (December 1, 2019 – June 30, 2020)  
2 Per-resident charge = \$15.49 (100% of \$15.49 per resident)  
3 Number of residents in CITY (as determined by State Department of Finance certified population estimate  
4 as of January 1, 2019) = 27,094  
5 2019-2020 Monthly Charge = (\$15.49/resident x 27,094 residents)/12 months =  
6 \$34,973.84/month

7  
8 The monthly charge during the rest of the term following the end of FY 2019-20 (July 1, 2019 – June 30,  
9 2020) (after the current rates above) will be determined upon approval of the MSF rate, as set forth in the  
10 COUNTY's Master Schedule of Fees, Charges, and Recovered Costs, and total number of residents in  
11 CITY of that year, for the term of this Agreement.

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