

1 **LICENSE AGREEMENT**

2 THE CONSOLIDATED EFFORT FOR IDENTIFYING, REGISTERING, AND  
3 MONITORING OF REGISTERED SEX OFFENDERS COUNTY SATELLITE JAIL UTILIZATION  
4 AS A PENAL CODE SECTION 290 – REGISTRATION FACILITY

5 This License Agreement (“Agreement”) is dated \_\_\_\_\_ and is between  
6 the County of Fresno, a political subdivision of the State of California, hereinafter referred to as  
7 “County,” and the City of Fresno, a California municipal corporation, hereinafter referred to as  
8 “City.”

9 **Recitals**

10 A. On June 23, 2020, the County and City entered into a License Agreement (County  
11 Agreement No. 20-231), whereby the County granted the City a license for City’s Police  
12 Department (“FPD”) to use certain identified office and parking areas located at the County’s  
13 Satellite Jail (“Facility”), located at 110 M Street, Fresno, California, 93721.

14 B. County Agreement No. 20-231 matures on June 30, 2025.

15 C. County’s Sheriff’s Office (“FSO”) and the FPD desire to continue to consolidate their  
16 efforts regarding the identification, registration, and monitoring of subjects regulated under the  
17 provisions of California Penal Code Section 290 (Sex Crime Registrants) at the new location of  
18 the South Annex Jail, located at 2280 Fresno Street, Fresno, CA 93721 (“Facility”) on June 30,  
19 2025.

20 D. County agrees to make available for City’s use certain designated areas at the Facility  
21 for the purposes described herein.

22 The parties therefore agree as follows:

23 **Article 1**

24 **Grant of License to Share Use of Facility**

25 1.1 County grants City a license for employees of FPD to use the office at the South  
26 Annex Jail, B1 Garage Pass Through Area (off of M. Street between Fresno and Tulare) for a  
27 total of four (4) parking stalls (three (3) parking spots for FPD employees and one (1) for FSO  
28 employee), and agrees to share with FSO the common areas of the Facility including, without

1 limitation, the interview area of the Facility (all collectively referred to as the "Facility Office").  
2 FPD may use the Facility Office solely for the utilization by its employees, including  
3 investigators, and the parking spaces for parking of FPD or FPD employee vehicles. The FSO  
4 Facility Office for the Program is located at the South Annex Jail on the southwest corner of  
5 Fresno and M. Street, located on 2280 Fresno Street, Fresno, CA 93721.

6 **1.2 Operational Costs and License Fees.**

7 A. County shall provide and pay for all janitorial services, internet, telephone, gas, electricity,  
8 garbage pick-up and disposal, security alarm monitoring services, pest control, water,  
9 sewer, maintenance and repair of the Facility and site for the Program.

10 B. City agrees to pay County license fees quarterly for City's use of the Facility Office,  
11 described in this Agreement, as set forth in Exhibit A, attached and incorporated this  
12 reference, for the purposes of the Program. In no event shall compensation paid to County  
13 by City for the possible five-year term of this Agreement exceed \$20,000 per year, for a total  
14 of \$100,000 over the course of five (5) years.

15 **1.3 Mutual Agreement of Parties to Adjust Proportionate Share.** FPD shall obtain the  
16 prior written consent from the Sheriff of the FSO to add any additional FPD staff beyond the four  
17 investigators anticipated to be assigned to the Facility, or to increase the total number of  
18 dedicated hours by the FPD investigators. FSO shall obtain the prior written consent from the  
19 FPD Chief of Police to add any additional FSO staff beyond the two investigators anticipated to  
20 be assigned, or to increase the total number of dedicated hours by such FSO investigators. In  
21 the event there is any proposed change which the respective Sheriff or Chief of Police  
22 determines will require the modification of the proportionate share of the Monthly Operational  
23 Costs, then such modification shall be by a mutual written agreement of the parties modifying  
24 this Agreement.

25 **1.4 County and City Acknowledgements.**

26 A. County and City acknowledge that this Agreement is not intended in any way to impact  
27 County's utilization of other parts of the Facility by FSO.  
28

1 B. County and City acknowledge that this Agreement is not intended to limit in any way the  
2 authority or ability of FPD to process any of its Penal Code section 290 registrants at other  
3 FPD sites or facilities.

4 C. County and City acknowledge that this joint effort by its law enforcement agencies does  
5 not provide for the exclusion of any allowable booking or jail access fees that might attach to  
6 the arrest and booking into the Fresno County Jail by the FPD of any individual connected  
7 with this Penal Code section 290 registration operation.

8 D. City acknowledges that the Facility Office shall be utilized only for the delivery of services  
9 related to Penal Code section 290 pursuant to the Program.

10 1.5 **Compliance with Laws.** The County and City shall, at its own cost, comply with all  
11 applicable federal, state, and local laws and regulations in the performance of its obligations  
12 under this Agreement, including but not limited to workers compensation, labor, and  
13 confidentiality laws and regulations.

## 14 **Article 2**

### 15 **Invoicing and Payment**

16 2.1 County shall invoice City quarterly in accordance with Exhibit A. Invoices shall be  
17 addressed to FPD as follows:

18 Fresno Police Department  
19 2323 Mariposa  
20 Fresno, CA 93717  
Attn: Business Office

21 2.2 All payments shall be made by the FPD within thirty (30) days of receipt of the  
22 invoice. All payments shall be addressed to the FSO as follows:

23 Fresno Sheriff's Office  
24 P.O. Box 1788  
25 Fresno, CA 93717  
Attn: Business Office

26 2.3 **Term, Extension and Termination.** The initial term of this Retroactive Agreement  
27 shall be for a term of 3 years, beginning on July 1, 2025, and ending on June 30, 2028, unless  
28 and until terminated earlier by either party in accordance with this Agreement.

1       2.4     This Agreement may be extended on the same terms and conditions herein for up to  
2 two (2) consecutive 1-year periods, upon written agreement by both the City's Police Chief and  
3 the County's Sheriff prior to expiration of the then-current initial term or extension period.

4       2.5     This Agreement may be terminated by either party with or without cause by giving  
5 written notice to the other party at least thirty (30) days in advance of the effective date of such  
6 termination. The City's Police Chief shall have authority to terminate this Agreement on behalf of  
7 the City. The County's Sheriff shall have authority to terminate this Agreement on behalf of the  
8 County.

9       2.6     In the event that the primary use of the Facility requires a change (i.e., resumption of  
10 Facility as a jail facility or other FSO or County use) based on conditions unknown to either  
11 County or the Sheriff at the time of entering into this Agreement, County may terminate this  
12 Agreement by giving written notice to City at least thirty (30) days in advance of the effective  
13 date of such termination. Upon becoming aware of any conditions which may require such a  
14 change, County shall immediately notify City of such conditions.

15       2.7     This Agreement is contingent on the appropriation of funds by each respective  
16 governmental agency to fund their respective obligations hereunder. Should funds not be  
17 appropriated, this Agreement may be terminated by the party upon thirty (30) days prior written  
18 notice to the other party.

19       2.8     Upon expiration or termination of this Agreement, City shall remove all personal  
20 property from, vacate, and surrender, the Facility Office on or before the respective expiration  
21 date or effective date of termination.

22       2.9     **Rendition of Jurisdictional Services.** The rendition of law enforcement services by  
23 the respective law enforcement agency, the standard of performance, the discipline of  
24 personnel, and other matters incident to the performance of such services, and the control of  
25 personnel so employed, shall remain with each respective party's law enforcement agency ( i.e.,  
26 FSO or FPD).  
27  
28

1       2.10   **Payment.** The City shall pay each correctly completed and timely submitted invoice  
2 within 30 days after receipt. The County shall remit each payment invoice to the City's address  
3 specified in the invoice.

4       2.11   **Independent Contractor.** In performance of the work, duties and obligations  
5 assumed by County under this Agreement, it is mutually understood and agreed that County,  
6 including any and all of the County officers, agents, and employees will at all times be acting  
7 and performing as an independent contractor, and shall act in an independent capacity and not  
8 as an officer, agent, servant, employee, joint venturer, partner, or associate of the City.  
9 Furthermore, City shall have no right to control or supervise or direct the manner or method by  
10 which County shall perform its work and function. However, City shall retain the right to  
11 administer this Agreement so as to verify that County is performing its obligations in accordance  
12 with the terms and conditions thereof.

13       City and County shall comply with all applicable provisions of law and the rules and regulations,  
14 if any, of governmental authorities having jurisdiction over matters the subject thereof. Because  
15 of its status as an independent contractor, County shall have absolutely no right to employment  
16 rights and benefits available to City employees. County shall be solely liable and responsible for  
17 providing to, or on behalf of, its employees all legally required employee benefits. In addition,  
18 County shall be solely responsible and save City harmless from all matters relating to payment of  
19 County's employees, including compliance with Social Security withholding and all other  
20 regulations governing such matters. It is acknowledged that during the term of this Agreement,  
21 County may be providing services to others unrelated to the City or to this Agreement.

22       2.12   **Alternative Dispute Procedure.** In the event of a dispute between the parties as  
23 to any condition or issue associated with this Agreement, the Sheriff of FSO and the FPD Chief of  
24 Police, or their respective designees, will meet and participate in a discussion to exercise good  
25 faith efforts to resolve the dispute.

1 **Article 3**

2 **Notices**

3 3.1 **Contact Information.** The persons and their addresses having authority to give and  
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Sheriff  
County of Fresno – Sheriff's Office  
2200 Fresno Street  
7 Fresno, CA 93717  
Phone: (559) 600-3121  
8 Fax: (559) 600-1899

9 **For the City of Fresno:**

10 Police Chief  
Fresno Police Department  
2323 Mariposa  
11 Fresno, CA 93717  
Phone: (559) 621-2000  
12 Fax: (559) 498-5168

13 3.2 **Change of Contact Information.** Either party may change the information in section  
14 3.1 by giving notice as provided in section 3.3.

15 3.3 **Method of Delivery.** Each notice between the County and City provided for or  
16 permitted under this Agreement must be in writing, state that it is a notice provided under this  
17 Agreement, and be delivered either by personal service, by first-class United States mail, by an  
18 overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
19 Document Format (PDF) document attached to an email.

20 (A) A notice delivered by personal service is effective upon service to the recipient.

21 (B) A notice delivered by first-class United States mail is effective three County  
22 business days after deposit in the United States mail, postage prepaid, addressed to the  
23 recipient.

24 (C) A notice delivered by an overnight commercial courier service is effective one  
25 County business day after deposit with the overnight commercial courier service,  
26 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
27 the recipient.  
28

(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.

**3.4 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 4**

### **Indemnity**

#### **4.1 Indemnification.**

(A) County shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, County or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of County or any of its officers, officials, employees, agents or authorized volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by County of governmental immunities, including California Government Code Section 810 et seq.

(B) City shall indemnify, hold harmless and defend County and each of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, County or any other person, and from any and all claims, demands and

actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of City or any of its officers, officials, employees, agents or authorized volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by City of governmental immunities, including California Government Code Section 810 et seq.

(C) In the event of concurrent negligence on the part of County or any of its officers, officials, employees, agents or authorized volunteers, and City or any of its officers, officials, employees, agents or authorized volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established, or as may be modified hereafter.

4.2 **Survival.** This Article 4 survives the termination of this Agreement.

## **Article 5**

### **Insurance**

5.1 Without limiting the indemnification duties of each party as stated in Section 4.1 herein, it is understood and agreed that City and County shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this Agreement. Coverage shall be provided for general liability, automobile liability, and workers' compensation exposure. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of either party under this Agreement.

## **Article 6**

### **General Terms**

6.1 **Modification.** Any matter of this Agreement may be modified from time to time by the written mutual agreement of the parties hereto without, in any way, affecting the remainder.



1       6.2     **Non-Assignment.** Neither party shall assign, transfer or sub-contract their rights or  
2 duties under this Agreement without the prior written consent of the other party.

3       6.3     **Governing Law and Venue.** Venue for any action arising out of or relating to this  
4 Agreement shall only be in Fresno County, California. The rights and obligations of the parties  
5 and all interpretation and performance of this Agreement shall be governed in all respects by  
6 the laws of the State of California.

7       6.4     **Severability.** The provisions of this Agreement are severable. The invalidity, or  
8 unenforceability of any one provision in this Agreement shall not affect the other provisions.

9       6.5     **No Third-Party Beneficiaries.** The rights, interests, duties and obligations defined  
10 within this Agreement are intended for the specific parties hereto, as identified in the preamble  
11 of this Agreement. It is not intended that any rights or interests in this Agreement benefit or flow  
12 to the interest of any third parties.

13       6.6     **Construction.** The final form of this Agreement is the result of the parties' combined  
14 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
15 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
16 against either party.

17       6.7     **Days.** Unless otherwise specified, "days" means calendar days.

18       6.8     **Headings.** The headings and section titles in this Agreement are for convenience  
19 only and are not part of this Agreement.

20       6.9     **Nondiscrimination.** During the performance of this Agreement, City and County  
21 shall not unlawfully discriminate against any employee or applicant for employment, or recipient  
22 of services, because of race, religious creed, color, national origin, ancestry, physical disability,  
23 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
24 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
25 all applicable State of California and federal statutes and regulation.

26       6.10    **Authorized Signature.** The City represents and warrants to the County that:

27               (A) The City is duly authorized and empowered to sign and perform its obligations  
28               under this Agreement.

1 (B) The individual signing this Agreement on behalf of the City is duly authorized to  
2 do so and his or her signature on this Agreement legally binds the City to the terms of  
3 this Agreement.

4 6.11 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
5 electronic signature as provided in this section.

6 (A) An “electronic signature” means any symbol or process intended by an individual  
7 signing this Agreement to represent their signature, including but not limited to (1) a  
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
9 electronically scanned and transmitted (for example by PDF document) version of an  
10 original handwritten signature.

11 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
12 equivalent to a valid original handwritten signature of the person signing this Agreement  
13 for all purposes, including but not limited to evidentiary proof in any administrative or  
14 judicial proceeding, and (2) has the same force and effect as the valid original  
15 handwritten signature of that person.

16 (C) The provisions of this section satisfy the requirements of Civil Code section  
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
18 Part 2, Title 2.5, beginning with section 1633.1).

19 (D) Each party using a digital signature represents that it has undertaken and  
20 satisfied the requirements of Government Code section 16.5, subdivision (a),  
21 paragraphs (1) through (5), and agrees that each other party may rely upon that  
22 representation.

23 (E) This Agreement is not conditioned upon the parties conducting the transactions  
24 under it by electronic means and either party may sign this Agreement with an original  
25 handwritten signature.

26 6.12 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
27 original, and all of which together constitute this Agreement.

6.13 **Entire Agreement.** This Agreement constitutes the entire agreement between the City and County with respect to the subject matter hereof, and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, agreements, and understandings of any nature whatsoever, whether written or oral, unless expressly included in this Agreement.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CITY OF FRESNO

COUNTY OF FRESNO

3  
4  
5 \_\_\_\_\_  
Mindy Casto, Chief of Police  
Fresno Police Department

\_\_\_\_\_

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

6  
7 **Approved As To Form:**  
Andrew Janz  
8 City Attorney

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

9  
10 By: \_\_\_\_\_  
Kelsey A. Seib Date  
Deputy City Attorney

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

11  
12 **Attest:**  
TODD STERMER, MMC  
13 City Clerk

14 By: \_\_\_\_\_  
15 Deputy

16  
17  
18  
19  
20  
21  
22  
23  
24 For accounting use only:

25 Org No.: 31113301  
Account No.: 4841  
26 Fund No.: 0001  
Subclass No.: 10000  
27  
28

**Exhibit A**

**License Fees**

City agrees to pay license fees to the County for the use of the Facility Office for the Program each quarter according to the following schedule:

Date	Total Quarterly License Fee	Total Annual License Fee
July 1, 2025 – June 30, 2026	\$5,000.00	\$20,000.00
July 1, 2026 – June 30, 2027	\$5,000.00	\$20,000.00
July 1, 2027 – June 30, 2028	\$5,000.00	\$20,000.00
July 1, 2028 – June 30, 2029*	\$5,000.00	\$20,000.00
July 1, 2029 – June 30, 2030*	\$5,000.00	\$20,000.00

\*Assuming the two, one-year extensions are exercised.

For each Fiscal Year, the City will pay to the County (through the Sheriff's Office) a total of \$20,000 license fees per year.

1. July – September payment due in October - \$5,000
2. October – December payment due in January - \$5,000
3. January – March payment due in April - \$5,000
4. April – June payment due in July - \$5,000