

1 **A G R E E M E N T**

2
3 THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by
4 and between the COUNTY OF FRESNO, a Political Subdivision of the State of California,
5 hereinafter referred to as "COUNTY", and the CITY OF FRESNO, a California municipal
6 corporation, hereinafter referred to as "CITY".

7 WITNESSETH

8 WHEREAS, for each arrest it makes, CITY's Police Department is required by Penal
9 Code section 13150 to report the arrestee's Personal Identification Data, Arrest Data, and
10 fingerprints to the California Department of Justice ("DOJ");

11 WHEREAS, CITY's Police Department also photographs the arrestee to share such
12 photographs with other law enforcement agencies in Fresno County, through the IWS Law
13 Enforcement Data System, for the purpose of effective law enforcement;

14 WHEREAS, CITY's Police Department completes the aforementioned fingerprinting,
15 photographing and reporting of data and fingerprints to the DOJ prior to delivering the arrestee for
16 booking into Fresno County Jail ("Jail");

17 WHEREAS, COUNTY, by and through its Sheriff-Coroner's Office, is willing to
18 perform the aforementioned fingerprinting, photographing and reporting of data and fingerprints to
19 the DOJ, on each arrestee delivered to the Jail by CITY's Police Department, on the terms and
20 conditions set forth herein, and CITY desires that COUNTY provide such services;

21 WHEREAS, this agreement will supersede any other agreements for like services;

22 NOW, THEREFORE, in respect of the mutual promises contained herein, the
23 parties hereto agree as follows:

24 1. DEFINITIONS

25 A. "Personal Identification Data" shall mean the personal identifying
26 information listed under the version of Penal Code section 13125 in effect at the time services are
27 rendered under this Agreement. As of the date this Agreement is entered into by the parties, the
28 personal identifying information listed under Penal Code section 13125 includes the arrestee's:

1 name, race, sex, date of birth, place of birth (state or county), height, weight, hair color, eye color,
2 CII number, FBI number, social security number, California operators license number, fingerprint
3 classification number, and address.

4 B. "Arrest Data" shall mean the arrest data listed under Penal Code
5 section 13125 in effect at the time services are rendered under this Agreement. As of the date
6 this Agreement is entered into by the parties, the arrest data listed under Penal Code section
7 13125 includes the: name of the arresting agency, arrestee's booking number, date of arrest,
8 offenses charged, and police disposition.

9 C. "Fingerprints" shall mean an impression or mark made on a surface of
10 a person's fingertips and palms for identification purposes.

11 D. "Prisoner Processing" shall refer collectively to the photographing of
12 an arrestee, for purposes of sharing such photographs with other Fresno County law enforcement
13 agencies through the IWS Law Enforcement Data System, the fingerprinting of an arrestee by
14 LiveScan, and the reporting of an arrestee's fingerprints, Arrest Data, and Personal Identification
15 Data by LiveScan to the DOJ as required by Penal Code section 13150 for each arrest made by
16 CITY's Police Department.

17 2. OBLIGATIONS OF CITY

18 A. CITY shall notify COUNTY of whether Prisoner Processing has
19 been completed on each arrestee CITY's Police Department brings to Jail for booking. Notice
20 that Prisoner Processing has been completed shall be given by CITY's Police Department
21 clearly indicating on the arrest report the LiveScan Booking Transaction Number for the arrest
22 and by providing the arrest report to Sheriff-Coroner's Office Jail staff at the time the arrestee is
23 brought to Jail for booking.

24 B. If Prisoner Processing has not been completed before CITY's Police
25 Department brings the arrestee to Jail for booking, the arrest report provided by CITY's Police
26 Department to Sheriff-Coroner's Office Jail staff shall contain the arrestee's Personal
27 Identification Data and Arrest Data necessary for Sheriff-Coroner's Office Jail staff to complete
28 Prisoner Processing of the arrestee.

1 C. CITY shall use its best efforts to provide at least seventy-two (72)
2 hours advanced notice to COUNTY, via telephone contact with the Sheriff-Coroner's Office on-
3 duty Jail Watch Commander at (559) 600-8440, of any events within the CITY's boundaries it is
4 aware of that may significantly increase the number of arrestees brought to the Jail by CITY's
5 Police Department for booking. The anticipated number of additional arrests should also be
6 provided if known. If CITY cannot provide at least seventy-two (72) hours advanced notice, it
7 shall provide notice to COUNTY as soon as reasonably possible under the circumstances.

8 D. CITY shall compensate COUNTY as provided by Section 6,
9 "COMPENSATION/INVOICING," of this Agreement.

10 3. OBLIGATIONS OF COUNTY

11 A. COUNTY, by and through its Sheriff-Coroner's Office, shall perform
12 Prisoner Processing services on each arrestee brought to the Jail for booking by CITY's Police
13 Department unless CITY's Police Department provides notice, pursuant to Sections 2.A of this
14 Agreement, that Prisoner Processing has already been completed. COUNTY shall not be
15 responsible for reporting to DOJ Personal Identification Data and Arrest Data not provided by
16 CITY's Police Department pursuant to Section 2.B of this Agreement.

17 B. Prisoner Processing services performed by COUNTY shall also
18 include completion of Section A, "Law Enforcement," of the State of California DOJ Form JUS
19 8715 entitled "Adult Disposition of Arrest and Court Action," a copy of which is attached hereto
20 and incorporated herein by reference as Exhibit "A."

21 C. If CITY's Police Department places additional charges on an
22 arrestee after he or she has been booked into Jail, COUNTY shall perform Prisoner Processing
23 services on the arrestee for the additional charges even if Prisoner Processing was performed
24 by COUNTY or CITY's Police Department prior to arrestee's booking into Jail.

25 D. Prisoner Processing services provided by COUNTY shall not in any
26 way expedite the process of booking arrestees into Jail.

27 E. The services rendered by COUNTY pursuant to this Agreement are
28 separate from, and do not include, those activities undertaken by Sheriff-Coroner's Office Jail

1 staff in the booking of arrestees into Jail.

2 4. TERM

3 This Agreement shall become effective on the 1st day of July, 2023 and shall
4 terminate on the 30th day of June, 2028.

5 5. TERMINATION

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

11 B. Without Cause - This Agreement may be terminated by either party
12 without cause by giving written notice to the other party at least thirty (30) days in advance of
13 the effective date of such termination. CITY's Police Chief shall have authority to terminate this
14 Agreement on behalf of CITY pursuant to this paragraph. COUNTY's Board of Supervisors and
15 COUNTY's Sheriff-Coroner shall have authority to terminate this Agreement on behalf of
16 COUNTY pursuant to this paragraph.

17 6. COMPENSATION/INVOICING

18 A. CITY shall pay to the COUNTY, on a monthly basis, compensation for
19 performing the services under this Agreement, at the applicable rate for such services, and the
20 methodology for determining such compensation as set forth in Exhibit A, attached and
21 incorporated by this reference. CITY will compensate COUNTY for performing the Prisoner
22 Processing service under this Agreement, to be paid over twelve payments for that Fiscal Year,
23 and COUNTY shall invoice CITY monthly for the previous month's services.

24 B. The parties recognize and agree that the monthly compensation due
25 to the COUNTY for services rendered under this Agreement may be updated from time to time
26 based upon changes to the "Prisoner Processing" in Exhibit A. COUNTY shall provide CITY with
27 written notice of changes to the monthly compensation due to COUNTY. Such notice shall be
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1 given upon approval of the Master Schedule of Fees, Charges, and Recovered Costs by the
2 COUNTY's Board of Supervisor's.

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

16 D. COUNTY shall invoice CITY monthly for the previous month's services.
17 Invoices shall be addressed to CITY as follows:

18 City of Fresno Police Department
19 P.O. Box 1271
20 Fresno, CA 93715
21 Attn: Business Office

22 Payment shall be made by CITY within thirty (30) days of the invoice date.

23 Payment shall be addresses to COUNTY as follows:

24 Fresno County Sheriff-Coroner's Office
25 P.O. Box 1788
26 Fresno, CA 93717
27 Attn: Business Office

28 7. HOLD HARMLESS:

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, 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, 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, agents, or employees under this Agreement.

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, damages, liabilities, claims, and losses occurring or resulting to the 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, 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, agents, or employees under this Agreement.

8. 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.

9. 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.

10. INSURANCE: Without limiting the indemnification of each party as stated in Section 7, "HOLD HARMLES," of this agreement, 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 automobile liability, comprehensive general liability, professional liability, and workers compensation exposure. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

1 11. NOTICES: Except as otherwise expressly provided in this Agreement, any
2 notice required under the terms of this Agreement shall be in writing and shall be deemed to be
3 duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of
4 receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt
5 requested, addressed to the party to which notice is to be given at the party's address set forth
6 below or at such other address as the parties may from time to time designate by written notice.
7 Notices served by United States mail in the manner above described shall be deemed
8 sufficiently served or given at the time of the mailing thereof.

9 The persons and their addresses having authority to give and receive notices
10 under this Agreement include the following:

11 County of Fresno

12 John Zaroni, Sheriff-Coroner
13 Fresno County Sheriff-Coroner's Office
14 2200 Fresno Street
15 Fresno, CA 93721
16 Phone (559) 600-8800
17 FAX (559) 488-3348

18 Paco Balderrama, Chief of Police
19 Fresno Police Department
20 2323 Mariposa Mall
21 Fresno, CA 93721
22 Phone (559) 621-2222

23 12. AUDITS AND INSPECTIONS: If this agreement exceeds ten thousand dollars
24 (\$10,000.00), the parties shall be subject to the examination and audit of the Auditor General for a
25 period of three (3) years after final payment under the contract (Government Code section 8546.7).

26 13. INDEPENDENT CONTRACTOR: In performance of the work, duties and
27 obligations assumed by COUNTY under this Agreement, it is mutually understood and agreed that
28 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 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.

COUNTY and CITY 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.

Because of its status as an independent contractor, COUNTY shall have absolutely no right to employment rights and benefits available to CITY employees. COUNTY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, COUNTY shall be solely responsible and save CITY harmless from all matters relating to payment of COUNTY's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, COUNTY may be providing services to others unrelated to the CITY or to this Agreement.

14. VENUE AND 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.

15. TERMINATION OF EXISTING AGREEMENT: The parties agree that any prior agreement for the provision of Prisoner Processing services by COUNTY to CITY that have not terminated already shall terminate upon the effective date of this Agreement identified in Section 4, "TERM," of this Agreement.

16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the CITY 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.

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

3 CITY OF FRESNO

COUNTY OF FRESNO


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5 By: _____
6 Paco Balderrama, Chief of Police
7 Fresno Police Department

By: _____
John Zaroni, Sheriff-Coroner
Fresno County Sheriff's Office

8
9 ATTEST:
10 TODD STERMER, CMC
11 City Clerk

12 By: _____
13 Deputy

14 APPROVED AS TO FORM:
15 ANDREW JANZ
16 City Attorney

17 By:  9/14/23
18 Deputy City Attorney Date
19 Kristi M. Cook

20 Address:
21 City of Fresno
22 ATTN: Paco Balderrama
23 Fresno Police Department
24 2323 Mariposa Mall
25 Fresno, CA 93721

26 FOR ACCOUNTING USE ONLY:
27 Fund: 0001
28 Org: 31114000
Account No.: 4841

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EXHIBIT A

Effective From 7-1-2023 through 6-30-28

*Prisoner Processing Rate \$33.55

*Please note, the charge will be changed every year upon approval of the Master Schedule of Fees rate. This is the only modification of the fee schedule that will be changed. Any additional modification(s) will require an amendment with written approval by both parties.