

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated _____ and is
3 between County of Fresno, a political subdivision of the State of California (“County”),
4 and the City of Fresno, a California municipal corporation (“City”).

5 **Recitals**

6 WHEREAS, County operates and maintains the Fresno County Jail (“Jail”) through
7 its Sheriff’s Office (“Sheriff”); and

8 WHEREAS, City desires to house certain City arrestees at the Jail according to
9 the terms as provided herein; and

10 WHEREAS, County is willing to reserve three (3) bed spaces for the purpose of
11 housing City’s arrestees according to the terms as provided herein.

12 NOW, THEREFORE, in respect of the mutual promises contained herein, the
13 sufficiency of which is acknowledged, in consideration of the mutual covenants, terms
14 and conditions herein contained, the parties agree as follows:

15 **Article 1**

16 **Terms and Conditions**

17
18 A. Three (3) bed spaces shall be reserved by County within the Jail for housing City’s
19 arrestees as provided herein, provided however, (I) County’s Jail Population Management
20 shall determine the specific location(s) of such bed spaces, and (II) this Agreement does
21 not confer upon the City any right, title, or interest in the Jail. Unless modified pursuant to
22 Article 11, section A, “Modification,” the total number of reserved bed spaces shall remain
23 at three (3) at all times this Agreement is in effect.

24
25 B. City shall make timely payments to County as set forth in Section 4
26 “Compensation/Invoicing.”

27
28 C. Prior to, or at the time an officer of City’s Police Department presents a City
arrestee for booking at the Jail, City’s Sergeant/Lieutenant shall inform the Sheriff’s Jail

1 Watch Commander of City's intent to make use of one of the three (3) bed spaces for
2 purposes of housing the City arrestee. The Jail Watch Commander shall be available 24/7
3 at (559) 600-8440 for this purpose.

4 D. Upon being informed of City's Sergeant/Lieutenant's intent to make use of one of
5 the three (3) bed spaces to house a City arrestee, the Jail Watch Commander shall
6 determine whether one of the bed spaces is available for such purpose and shall inform
7 the informing officer from the City's Police Department whether one of the three (3) bed
8 spaces is available. If one of the three (3) bed spaces is available, the Jail Watch
9 Commander shall inform Jail staff and the officer from City's Police Department that the City
10 arrestee may be housed in one of the three (3) bed spaces. In the event that bed space is
11 unavailable for any reason other than City's reservation or use of all three (3) bed spaces,
12 as provided herein, the Jail Watch Commander shall make such bed space available for the
13 City arrestee after being informed of City's intent to make use of such bed space, or in the
14 alternative, City shall be refunded, or City's next monthly payment offset, as described in
15 Section 4, herein, for those days such bed space is unavailable for use by a City arrestee.

17 E. The Sheriff shall not decline acceptance of a City arrestee for housing in one of the
18 three (3) bed spaces, or release a City arrestee from the Jail once he or she is accepted for
19 housing in one of the three (3) bed spaces, for reasons related to the County's Stipulation
20 re Permanent Injunction; Order in John B. Cruz v. County of Fresno, filed February 25, 1994
21 ("Federal Court Order"), attached as Exhibit B.

23 F. City may only use the three (3) bed spaces under this Agreement to house City
24 arrestees who are charged with and awaiting trial solely on violation of a local or state law.

25 G. The Sheriff shall provide for the secure custody, safekeeping, housing, subsistence,
26 and care of City's arrestees housed in each of the three (3) bed spaces in accordance with
27 all state and local laws, standards, regulations, policies, and court orders applicable to the
28 operation of the Jail.

1 H. If a City arrestee housed in one of the three (3) bed spaces is released by the Sheriff,
2 County shall inform City of the City's arrestee's release, and the reason for his or her release,
3 and City shall have the right to fill such vacated bed space with another City arrestee under
4 the terms of this Agreement. Notice of the release shall be satisfied by the Sheriff posting
5 such information on the Sheriff's webpage along with other jail releases.

6 I. City's Police Department may inform the Jail Watch Commander at any time of City's
7 intent to no longer house a City arrestee in one of the three (3) bed spaces. Upon the Jail
8 Watch Commander being so informed, the City arrestee will not be subject to the terms of
9 this Agreement, but will be treated as a Jail inmate who is subject to the Federal Court Order.

10 J. If a City arrestee using one of the three (3) bed spaces is removed from the Jail and
11 taken to an outside facility for medical treatment, the bed space used to house the
12 hospitalized City arrestee under this Agreement shall remain unavailable for use by another
13 City arrestee at all times the first City arrestee remains outside the Jail for medical treatment,
14 and City shall pay County the applicable rate under Article 3, herein, for such period that the
15 first City arrestee remains outside the Jail for medical treatment as if such bed space is used
16 to house the first City arrestee under this Agreement.

17 K. In the event a City arrestee using one of the three (3) bed spaces requires
18 medical treatment at an outside facility, County shall inform City of such treatment and
19 transportation within six (6) hours of transportation, or as soon as possible under the
20 circumstances. City shall pay an hourly rate, at the applicable rate for such services, for
21 each Correctional Officer II ("Guard") assigned to a City arrestee when the arrestee is
22 taken to an outside facility for medical treatment. The hourly rates to be charged by
23 County, subsequently paid by City, are the rates set forth in the County's Master Schedule
24 of Fees, Charges, and Recovered Costs, Section 2609, subdivision (c), for Overtime rates,
25 in place at the time the services are provided. The parties agree that if and when the
26 Master Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (c),
27
28

1 is amended, changed, or revised in any way that changes the rates being charge for the
2 services identified in this Agreement, that the new rates will be charged by County, and
3 paid by City, for any services provided pursuant to this Agreement, from the date of the
4 amendment, change, or revision going forward. The parties further agree that if and when
5 the Master of Schedule of Fees, Charge and Recovered Costs is amended, changed, or
6 revised in any way that changes the rates being charged for the services identified in this
7 Agreement, such amended, change, or revised rate will automatically and without any
8 notice to City be incorporated into this Agreement, replacing any contrary or conflicting
9 rate, from the effective date of the amendment, change, or revisions in the rate(s), and
10 will become the new rate to be paid by City for services provided, from the effective date
11 of the rate change forward. The parties acknowledge that the County's Master of Fees,
12 Charges, and Recovered Costs is subject to change. The number of Guards to be
13 assigned shall be in accordance with the Fresno County Sheriff's Office Jail Division
14 Policies and Procedures, No. D-238, which County shall provide to City when this
15 Agreement takes effect. County shall submit monthly invoices in arrears to City for such
16 Guard services. Invoices will be submitted within fifteen (15) days of the end of each
17 month. City shall pay County with thirty (30) days of receipt of invoices for Guard services.
18 Notwithstanding anything to the contrary in this Agreement, if City does not timely pay
19 the full amount charge by County for such Guard services, County may, upon County's
20 Jail Population Management giving notice thereof to City's Sergeant/Lieutenant,
21 immediately cause the City arrestee not to be subject to the terms of this Agreement, and
22 treat such City arrestee as a Jail incarcerated person who is subject to the Federal Court
23 Order, provided however, such County action shall not affect County's right to receive
24 such payment.

25
26
27 L. Invoices submitted by County to City under this section shall be addressed as
28 follows:

1 City of Fresno Police Department
2 2323 Mariposa
3 Fresno, CA 93717
4 Attention: Business Office

5 Payments by City to County under this section shall be addressed as follows:

6 Fresno County Sheriff's Office
7 Attention: Business Office
8 P.O. Box 1788
9 Fresno, CA 93717

10
11 M. City's Police Department may inquire with the Jail Watch Commander at any time to
12 determinate the availability of bed space for City arrestees.

13 N. No City arrestee shall be housed under this Agreement at the West Annex Jail,
14 located at 2208 Merced Street, Fresno, CA 93721, or any Jail facility for which construction
15 has commenced after the date this Agreement is entered into by both parties.

16 O. The terms of this Agreement shall in no way affect City's responsibilities as the
17 arresting agency with respect to each City arrestee housed in the three (3) bed spaces.

18 **Article 2**

19 **Term and Termination**

20
21 A. Term. This Agreement is effective retroactive to July 1, 2024 and terminates on
22 June 30, 2027, except as provided in Article 6, "Termination and Suspension." The years
23 (or portion of a year) of the term are as follows:

24 Year 1 July 1, 2024 – June 30, 2025
25 Year 2 July 1, 2025 – June 30, 2026
26 Year 3 July 1, 2026 – June 30, 2027

27 B. Termination
28

1 applied to reduce the amount owed by City for the upcoming month. Monthly payment by
2 City is due no later than the 25th day of each month before the monthly payment is due.
3 If, in the final month of the term of this Agreement, any of the three (3) bed spaces are
4 unavailable to City for reasons other than City's reservation or use of such bed spaces,
5 County shall refund the amount due to City pursuant to Article 3, Section A, within thirty
6 (30) days of the end of that month.

7
8 C. Invoice Addresses:

9 Invoices submitted by County to City under this section 3 shall be addressed as
10 follows:

11 City of Fresno Police Department
12 2323 Mariposa Street
13 Fresno, CA 93717
14 Attention: Business Office

15 Payments by City to County under this section 3 shall be addressed as follows:

16 Fresno County Sheriff's Office
17 Attention: Business Office
18 P.O. Box 1788
19 Fresno, CA 93717

20 **Article 4**

21 **Notices**

22 A. **Contact Information.** The persons and their addresses having authority to
23 give and receive notices provided for or permitted under this Agreement include the
24 following:

25 **For the County:**

26 County of Fresno
27 Sheriff's Captain
28 Fresno County Assistant Sheriff
2200 Fresno Street
Fresno, CA 93721
Fax: (559) 600-8145

For the Contractor:

City of Fresno
Chief of Police

1 Fresno Police Department
2 2323 Mariposa Street
3 Fresno, CA 93721
4 (559) 621-2000

5 B. **Change of Contact Information.** Either party may change the information in
6 section D. by giving notice as provided in section F.

7 C. **Method of Delivery.** All notices between the County and City provided for or
8 permitted under this Agreement must be in writing, state that it is a notice provided under
9 this Agreement, and be delivered either by personal service, by first-class United States
10 mail, by an overnight commercial courier service, by telephonic facsimile transmission, or
11 by Portable Document Format (PDF) document attached to an email.

- 12 1. A notice delivered by personal service is effective upon service to the
13 recipient.
- 14 2. A notice delivered by first-class United States mail is effective three County
15 business days after deposit in the United States mail, postage prepaid,
16 addressed to the recipient.
- 17 3. A notice delivered by an overnight commercial courier service is effective
18 one County business day after deposit with the overnight commercial
19 courier service, delivery fees prepaid, with delivery instructions given for
20 next day delivery, addressed to the recipient.
- 21 4. A notice delivered by telephonic facsimile transmission or by PDF document
22 attached to an email is effective when transmission to the recipient is
23 completed (but, if such transmission is completed outside of County
24 business hours, then such delivery is deemed to be effective at the next
25 beginning of a County business day), provided that the sender maintains a
26 machine record of the completed transmission.

27 D. **Claims Presentation.** For all claims arising from or related to this Agreement,
28 nothing in this Agreement establishes, waives, or modifies any claims presentation

1 requirements or procedures provided by law, including the Government Claims Act
2 (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

3 **Article 5**

4 **Termination and Suspension**

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

- 9
- 10 1. Modify the services provided by the Contractor under this Agreement; or
 - 11 2. Terminate this Agreement.

12 B. **Termination for Breach.**

- 13 1. Upon determining that a breach (as defined in paragraph (C) below) has
14 occurred, the County may give written notice of the breach to the City. The
15 written notice may suspend performance under this Agreement, and must
16 provide at least 30 days for the City to cure the breach.
- 17 2. If the City fails to cure the breach to the County's satisfaction within the time
18 stated in the written notice, the County may terminate this Agreement
19 immediately.
- 20 3. For purposes of this section, a breach occurs when, in the determination of
21 the County, the City has:
- 22 i. Obtained or used funds illegally or improperly;
 - 23 ii. Failed to comply with any part of this Agreement;
 - 24 iii. Submitted a substantially incorrect or incomplete report to the
25 County; or
 - 26 iv. Improperly performed any of its obligations under this Agreement.
- 27
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1 C. **Termination without Cause.** In circumstances other than those set forth
2 above, the County may terminate this Agreement by giving at least 30 days advance
3 written notice to the City.

4 D. **No Penalty or Further Obligation.** Any termination of this Agreement by the
5 County under this Article 5 is without penalty to or further obligation of the County.

6 E. **County's Rights upon Termination.** Upon termination for breach under this
7 Article 6, the County may demand repayment by the City of any monies disbursed to the
8 City under this Agreement that, in the County's sole judgment, were not expended in
9 compliance with this Agreement. The City shall promptly refund all such monies upon
10 demand. This section survives the termination of this Agreement.
11

12 **Article 6**

13 **Independent Contractor**

14 A. **Status.** In performing under this Agreement, the City, including its officers,
15 agents, employees, and volunteers, is at all times acting and performing as an
16 independent contractor, in an independent capacity, and not as an officer, agent, servant,
17 employee, joint venturer, partner, or associate of the County.

18 B. **Verifying Performance.** The County has no right to control, supervise, or
19 direct the manner or method of the City's performance under this Agreement, but the
20 County may verify that the City is performing according to the terms of this Agreement.
21

22 C. **Benefits.** Because of its status as an independent contractor, the City has no
23 right to employment rights or benefits available to County employees. The City is solely
24 responsible for providing to its own employees all employee benefits required by law. The
25 City shall save the County harmless from all matters relating to the payment of City's
26 employees, including compliance with Social Security withholding and all related
27 regulations.
28

1 D. **Services to Others.** The parties acknowledge that, during the term of this
2 Agreement, the City may provide services to others unrelated to the County.

3 **Article 7**

4 **Indemnity and Defense**

5 A. **Indemnity.** The County shall indemnify, save and hold harmless, and at City's
6 request, defend the City, (including its officers, agents, employees, and volunteers)
7 against all claims, demands, injuries, damages, costs, expenses (including attorney fees
8 and costs), fines, penalties, and liabilities of any kind to the City, the County, or any third
9 party that arise from or relate to the performance or failure to perform by the County (or
10 any of its officers, agents, subcontractors, or employees) under this Agreement. The City
11 may conduct or participate in its own defense without affecting the County's obligation to
12 indemnify and hold harmless or defend the City.
13

14 The City shall indemnify, save and hold harmless, and at County's request, defend
15 the County, (including its officers, agents, employees, and volunteers) against all claims,
16 demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,
17 penalties, and liabilities of any kind to the County, the City, or any third party that arise
18 from or relate to the performance or failure to perform by the City (or any of its officers,
19 agents, subcontractors, or employees) under this Agreement. The County may conduct
20 or participate in its own defense without affecting the City's obligation to indemnify and
21 hold harmless or defend the County.
22

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

1 B. **Survival.** This Article 7 survives the termination or expiration of this Agreement.

2 **Article 8**

3 **Insurance**

4 Without limiting the indemnification of each party as stated herein, it is understood
5 and agreed that COUNTY and CITY shall each maintain, at their sole expense, insurance
6 policies or self-insurance programs including, but not limited to, an insurance pooling
7 arrangement and/or Joint Powers Agreement to fund their respective liabilities including
8 general liability, automotive liability, workers' compensation and employers liability.
9 Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation,
10 shall be provided at the request of either party under this Agreement.
11

12 **Article 9**

13 **Inspections, Audits, and Public Records**

14 A. **Inspection of Documents.** The City shall make available to the County, and
15 the County may examine at any time during business hours and as often as the County
16 deems necessary, all of the City's records and data with respect to the matters covered
17 by this Agreement, excluding attorney-client privileged communications. The City shall,
18 upon request by the County, permit the County to audit and inspect all of such records
19 and data to ensure the City's compliance with the terms of this Agreement.
20

21 B. **State Audit Requirements.** If this Agreement exceeds \$10,000, the County
22 and City shall be subject to the examination and audit of the California State Auditor, as
23 provided in Government Code section 8546.7, for a period of three years after final
24 payment under this Agreement. This section survives the termination of this Agreement.

25 C. **Public Records.** The County is not limited in any manner with respect to its
26 public disclosure of this Agreement or any record or data that the City may provide to the
27 County. The County's public disclosure of this Agreement or any record or data that the
28 City may provide to the County may include but is not limited to the following:

- 1 1. The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose this Agreement to the public or such
3 governmental agency.
- 4 2. The County may voluntarily, or upon request by any member of the public or
5 governmental agency, disclose to the public or such governmental agency any
6 record or data that the City may provide to the County, unless such disclosure
7 is prohibited by court order.
- 8 3. This Agreement, and any record or data that the City may provide to the County,
9 is subject to public disclosure under the Ralph M. Brown Act (California
10 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section
11 54950).
- 12 4. This Agreement, and any record or data that the City may provide to the County,
13 is subject to public disclosure as a public record under the California Public
14 Records Act (California Government Code, Title 1, Division 10, beginning with
15 section 7920.000) (“CPRA”).
- 16 5. This Agreement, and any record or data that the City may provide to the County,
17 is subject to public disclosure as information concerning the conduct of the
18 people’s business of the State of California under California Constitution, Article
19 1, section 3, subdivision (b).
- 20 6. Any marking of confidentiality or restricted access upon or otherwise made with
21 respect to any record or data that the City may provide to the County shall be
22 disregarded and have no effect on the County’s right or duty to disclose to the
23 public or governmental agency any such record or data.

24
25
26 D. **Public Records Act Requests.** If the County receives a written or oral request
27 under the CPRA to publicly disclose any record that is in the City’s possession or control,
28 and which the County has a right, under any provision of this Agreement or applicable

1 law, to possess or control, then the County may demand, in writing, that the City deliver
2 to the County, for purposes of public disclosure, the requested records that may be in the
3 possession or control of the City. Within five business days after the County's demand,
4 the City shall (a) deliver to the County all of the requested records that are in the City's
5 possession or control, together with a written statement that the City, after conducting a
6 diligent search, has produced all requested records that are in the City's possession or
7 control, or (b) provide to the County a written statement that the City, after conducting a
8 diligent search, does not possess or control any of the requested records. The City shall
9 cooperate with the County with respect to any County demand for such records. If the
10 City wishes to assert that any specific record or data is exempt from disclosure under the
11 CPRA or other applicable law, it must deliver the record or data to the County and assert
12 the exemption by citation to specific legal authority within the written statement that it
13 provides to the County under this section. The City's assertion of any exemption from
14 disclosure is not binding on the County, but the County will give at least 10 days' advance
15 written notice to the City before disclosing any record subject to the City's assertion of
16 exemption from disclosure. The City shall indemnify the County for any court-ordered
17 award of costs or attorney's fees under the CPRA that results from the City's delay, claim
18 of exemption, failure to produce any such records, or failure to cooperate with the County
19 with respect to any County demand for any such records.
20
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22 **Article 10**

23 **Disclosure of Self-Dealing Transactions**

24 A. **Applicability.** This Article 10 applies if the City is operating as a corporation,
25 or changes its status to operate as a corporation.

26 B. **Duty to Disclose.** If any member of the City's board of directors is party to a
27 self-dealing transaction, he or she shall disclose the transaction by completing and
28

1 signing a “Self-Dealing Transaction Disclosure Form” (Exhibit C to this Agreement) and
2 submitting it to the County before commencing the transaction or immediately after.

3 C. **Definition.** “Self-dealing transaction” means a transaction to which the City is
4 a party and in which one or more of its directors, as an individual, has a material financial
5 interest.

6 **Article 11**
7 **General Terms**

8 A. **Modification.** Any matters of this Agreement may be modified from time to time
9 by written consent of all the parties without, in any way, affecting the remainder.
10

11 B. **Non-Assignment.** Neither party may assign, transfer or sub-contract its rights
12 or delegate its obligations under this Agreement without the prior written consent of the
13 other party.

14 C. **Governing Law.** The laws of the State of California govern all matters arising
15 from or related to this Agreement.

16 D. **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
17 County, California. City consents to California jurisdiction for actions arising from or
18 related to this Agreement, and, subject to the Government Claims Act, all such actions
19 must be brought and maintained in Fresno County.
20

21 E. **Construction.** The final form of this Agreement is the result of the parties’
22 combined efforts. If anything in this Agreement is found by a court of competent
23 jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms
24 of this Agreement against either party.

25 F. **Days.** Unless otherwise specified, “days” means calendar days.

26 G. **Headings.** The headings and section titles in this Agreement are for
27 convenience only and are not part of this Agreement.
28

1 H. **Severability.** If anything in this Agreement is found by a court of competent
2 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement
3 remains in effect, and the parties shall make best efforts to replace the unlawful or
4 unenforceable part of this Agreement with lawful and enforceable terms intended to
5 accomplish the parties' original intent.

6 I. **Interpretation.** The parties acknowledge that this Agreement in its final form is
7 the results of the combined efforts of the parties and that, should any provisions of this
8 Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved
9 by construing this Agreement in favor or against either party, but rather construing the
10 terms in accordance with their generally accepted meaning.

11 J. **Nondiscrimination.** During the performance of this Agreement, the City shall
12 not unlawfully discriminate against any employee or applicant for employment, or
13 recipient of services, because of race, religious creed, color, national origin, ancestry,
14 physical disability, mental disability, medical condition, genetic information, marital status,
15 sex, gender, gender identity, gender expression, age, sexual orientation, military status
16 or veteran status pursuant to all applicable State of California and federal statutes and
17 regulation.

18 K. **No Waiver.** Payment, waiver, or discharge by the County of any liability or
19 obligation of the City under this Agreement on any one or more occasions is not a waiver
20 of performance of any continuing or other obligation of the City and does not prohibit
21 enforcement by the County of any obligation on any other occasion.

22 L. **Entire Agreement.** This Agreement, including its exhibits, is the entire
23 agreement between the City and the County with respect to the subject matter of this
24 Agreement, and it supersedes all previous negotiations, proposals, commitments,
25 writings, advertisements, publications, and understandings of any nature unless those
26 things are expressly included in this Agreement. If there is any inconsistency between the
27
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1 terms of this Agreement without its exhibits and the terms of the exhibits, then the
2 inconsistency will be resolved by giving precedence first to the terms of this Agreement
3 without its exhibits, and then to the terms of the exhibits.

4 M. **No Third-Party Beneficiaries.** This Agreement does not and is not intended
5 to create any rights or obligations for any person or entity except for the parties.

6 N. **Consistent Federal Income Tax Position.** City acknowledges that the County
7 Jail referred to herein has been acquired, constructed, and/or improved using net
8 proceeds of governmental tax-exempt bonds ("Bond-Financed Facility"). City agrees that,
9 with respect to this Agreement and the Bond Financed Facility, City is not entitled to take,
10 and shall not take, any position (also known as a "tax position") with the Internal Revenue
11 Service ("IRS") that is inconsistent with being a "service provider" to the County, as a
12 "qualified user" with respect to the Bond Financed Facility, as "managed property," as all
13 of those terms are used in Internal Revenue Service Revenue Procedure 2017-13, and
14 to that end, for example, and not as a limitation, City agrees that City shall not, in
15 connection with any federal income tax return that it files with the IRS or any other
16 statement or information that it provides to the IRS, (a) claim ownership, or that City is a
17 lessee, of any portion of the Bond Financed Facility, or (b) claim any depreciation or
18 amortization deduction, investment tax credit, or deduction for any payment as rent with
19 respect to the Bond-Financed Facility.
20
21

22 O. **Authorized Signature.** The City represents and warrants to the County that:

- 23 1. The City is duly authorized and empowered to sign and perform its
24 obligations under this Agreement.
- 25 2. The individual signing this Agreement on behalf of the City is duly
26 authorized to do so and his or her signature on this Agreement legally binds
27 the City to the terms of this Agreement.

28 P. **Electronic Signatures.** The parties agree that this Agreement may be

1 executed by electronic signature as provided in this section.

- 2 1. An “electronic signature” means any symbol or process intended by an
3 individual signing this Agreement to represent their signature, including but
4 not limited to (1) a digital signature; (2) a faxed version of an original
5 handwritten signature; or (3) an electronically scanned and transmitted (for
6 example by PDF document) version of an original handwritten signature.
- 7 2. Each electronic signature affixed or attached to this Agreement (1) is
8 deemed equivalent to a valid original handwritten signature of the person
9 signing this Agreement for all purposes, including but not limited to
10 evidentiary proof in any administrative or judicial proceeding, and (2) has
11 the same force and effect as the valid original handwritten signature of that
12 person.
- 13 3. The provisions of this section satisfy the requirements of Civil Code section
14 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil
15 Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- 16 4. Each party using a digital signature represents that it has undertaken and
17 satisfied the requirements of Government Code section 16.5, subdivision
18 (a), paragraphs (1) through (5), and agrees that each other party may rely
19 upon that representation.
- 20 5. This Agreement is not conditioned upon the parties conducting the
21 transactions under it by electronic means and either party may sign this
22 Agreement with an original handwritten signature.

23
24
25 Q. **Counterparts.** This Agreement may be signed in counterparts, each of which
26 is an original, and all of which together constitute this Agreement.

27 [SIGNATURE PAGE FOLLOWS]
28

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

2 CITY OF FRESNO, a California
3 municipal corporation

COUNTY OF FRESNO, a political
subdivision of the State of California

4
5 By: _____
6 Paco Balderrama
Chief of Police

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

7
8 APPROVED AS TO FORM:
9 ANDREW JANZ
City Attorney

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

10 By: _____
11 Jennifer M. Wharton Date
12 Deputy City Attorney

By: _____
Deputy

13 ATTEST:
14 TODD STERMER, CMC
City Clerk

15
16 By: _____
Deputy Date

17
18
19 For accounting use only:

20 Org No.: 31114000
21 Account No.: 5031
22 Fund No.: 0001
Subclass No.:10000

Exhibit A

City of Fresno – Fresno Police Department
Sheriff-Coroner-Public Administrator, County of Fresno

Jail Beds and Master Schedule of Fees

Term of Agreement

Effective July 1, 2024 through June 30, 2027

Total number of beds:

3 Beds

Fiscal Year	Description	Total # of beds	Rate	Rate Per Day	Total Per Year
FY2024-25	From 7/1/2024 – 6/30/2025	3	\$165	\$495	\$ 180,675
FY2025-26	From 7/1/2025 – 6/30/2026	3	\$165	\$495	\$ 180,675
FY2026-27	From 7/1/2026 - 6/30/2027	3	\$165	\$495	\$ 180,675
	Total 3 Years Agreement				\$ 542,025

Exhibit B

1 (“Federal Court Order”): Order in John B. Cruz v. County of Fresno, filed February 25,
2 1994, as referenced attached.

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Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature :		Date:	