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AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by and between COUNTY OF FRESNO, a Political Subdivision of the State of California,  
hereinafter referred to as "COUNTY", and CITY OF FRESNO, a California municipal corporation,  
hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, COUNTY operates and maintains the Fresno County Jail ("Jail") through  
its Sheriff's Office ("Sheriff");

WHEREAS, CITY desires to house certain arrestees at the Jail;

WHEREAS, COUNTY is willing to reserve five bed spaces for the purpose of housing  
CITY's arrestees as provided herein.

NOW, THEREFORE, in respect of the mutual promises contained herein, the  
sufficiency of which is acknowledged, the parties hereto agree as follows:

1. TERMS AND CONDITIONS

A. Five (5) bed spaces shall be reserved by COUNTY for housing CITY's  
arrestees as provided herein. Unless modified pursuant to Section 6 "MODIFICATION", the total  
number of bed spaces shall remain at five (5) at all times this Agreement is in effect.

B. CITY shall be responsible for making timely payments to COUNTY as set  
forth in Section 4 "COMPENSATION/INVOICING".

C. Prior to or at the time an officer of CITY's Police Department presents an  
arrestee for booking at the Jail, CITY shall inform the Sheriff's Jail Watch Commander of CITY's  
intent to make use of one of the five (5) bed spaces for purposes of housing the arrestee. The Jail  
Watch Commander shall be available 24/7 at telephone number 600-8440 for this purpose.

D. Upon being informed of CITY's intent to make use of one of the five (5)  
bed spaces to house an arrestee, the Jail Watch Commander shall determine whether one of the  
bed spaces is available for such purpose. The Jail Watch Commander shall inform the officer

1 from CITY's Police Department of whether one of the five (5) bed spaces is available. If one of the  
2 five (5) bed spaces is available, the Jail Watch Commander shall inform Jail staff and the officer  
3 from CITY's Police Department that the arrestee may be housed in one of the five (5) bed spaces.  
4 In the event that bed space is unavailable for any reason other than CITY's use of all five (5) bed  
5 spaces, the Jail Watch Commander shall make such bed space available for the CITY arrestee  
6 after being informed of CITY's intent to make use of such bed space, or in the alternative, CITY  
7 shall be refunded for those days such bed space is unavailable for use by a CITY arrestee.

8 E. The Sheriff shall not decline acceptance of an arrestee for housing in one  
9 of the five (5) bed spaces, or release an arrestee from the Jail once he or she is accepted for  
10 housing in one of the five (5) bed spaces, for reasons related to the Federal Court Order.

11 F. CITY may only use the five (5) bed spaces to house an arrestee who is  
12 charged with and awaiting trial on a local or state offense.

13 G. The Sheriff shall provide for the secure custody, safekeeping, housing,  
14 subsistence and care of CITY's arrestees housed in one of the five (5) bed spaces in accordance  
15 with all state and local laws, standards, regulations, policies and court orders applicable to the  
16 operation of the Jail.

17 H. If an arrestee housed in one of the five (5) bed spaces is released by the  
18 Sheriff, COUNTY shall inform CITY of the arrestee's release and the reason for his or her release,  
19 and CITY shall have the right to fill such vacated bed space with another CITY arrestee. Notice  
20 shall be posted on the Sheriff's webpage along with other jail releases.

21 I. CITY's Police Department may inform the Jail Watch Commander at any  
22 time of CITY's intent to no longer house an arrestee in one of the five (5) bed spaces. Upon the  
23 Jail Watch Commander being so informed, the arrestee may be subject to immediate release for  
24 reasons related to the Federal Court Order.

25 J. If an arrestee is removed from the Jail and taken to an outside facility for  
26 medical treatment, the bed space used to house the arrestee under this Agreement shall remain  
27 unavailable for use by another CITY arrestee at all times the arrestee remains outside the Jail for  
28 medical treatment.

1 K. CITY's Police Department may inquire with the Jail Watch Commander at  
2 any time to determinate the availability of bed space.

3 L. No CITY arrestee shall be housed under this Agreement at any Jail  
4 facility constructed after the date this Agreement is entered into by both parties.

5 M. The terms of this Agreement shall in no way affect CITY's responsibilities  
6 as the arresting agency with respect to each arrestee housed in one of the five (5) bed spaces.

7 2. TERM

8 This Agreement shall become effective on the 1st day of July, 2021, and shall  
9 terminate on the 30th day of June, 2024. This Agreement shall automatically be extended for one  
10 additional twelve (12) month period, July 1, 2024 through June 30, 2025 upon the same terms and  
11 conditions herein set forth, unless written notice of non-renewal is given by either of the Parties to  
12 the other Party no later than May 1, 2024. If this agreement is so renewed, then this agreement  
13 shall automatically be extended for a second additional twelve (12) month period, July 1, 2025  
14 through June 30, 2026 upon the same terms and conditions herein set forth, unless written notice  
15 of non-renewal is given by either of the Parties to the other Party no later than May 1, 2025.

16 3. TERMINATION

17 A. Without Cause - This Agreement may be terminated by either party  
18 without cause by giving written notice to the other party at least thirty (30) days in advance of  
19 the effective date of such termination. CITY's Police Chief shall have authority to terminate this  
20 Agreement on behalf of CITY pursuant to this paragraph. The Sheriff shall have authority to  
21 terminate this Agreement on behalf of COUNTY pursuant to this paragraph.

22 B. Non Payment - COUNTY may immediately terminate this Agreement if  
23 payment is not fully made by CITY pursuant to Section 4 "COMPENSATION/INVOICING",  
24 Paragraphs A and B.

25 4. COMPENSATION/INVOICING:

26 A. CITY shall be charged at a rate of One Hundred and Four Dollars and  
27 No/100s (\$104.00) per bed, per day. The total daily rate for the five (5) bed spaces shall be  
28 Five Hundred and Twenty Dollars and 00/100s (\$520.00). CITY shall pay such rate to

1 COUNTY regardless of whether any of the five (5) bed spaces are being used or otherwise  
2 occupied by a CITY arrestee. However, in the event that one or more of the five (5) bed spaces  
3 is unavailable for use by a City arrestee for any reason other than CITY's use of all five (5) bed  
4 spaces, CITY shall be refunded for each day such bed space is unavailable for use by a CITY  
5 arrestee.

6 B. CITY shall pay COUNTY prior to the start of each month for the five (5)  
7 bed spaces, at the rates set forth in Paragraph A of this section, for each and every day of the  
8 upcoming month. COUNTY's Sheriff shall invoice CITY for the five (5) bed spaces in advance  
9 of the start of each month. Any refund owed to CITY as a result of the unavailability of any of  
10 the five (5) bed spaces pursuant to Sections 1(D) or 4(A) of this Agreement shall be applied to  
11 reduce the amount owed by CITY for the upcoming month. Monthly payment by CITY is due  
12 no later than the 25th day of each month preceding the month payment is due.

13 C. In the event a CITY arrestee using one of the five (5) bed spaces  
14 requires medical treatment at an outside facility, COUNTY shall inform CITY of such treatment  
15 and transportation within six (6) hours of transportation or as soon as possible under the  
16 circumstances. CITY shall pay an hourly rate of Sixty-Five and Twenty-Six cents (\$65.26) for  
17 each guard assigned to a CITY arrestee when the arrestee is taken to an outside facility for  
18 medical treatment. The number of guards to be assigned shall be at the sole discretion of the  
19 Sheriff. Notwithstanding anything to the contrary in this Agreement, if CITY does not timely pay  
20 the full amount charged by COUNTY for such guard services, the CITY arrestee will become  
21 eligible for release for reasons related to the Federal Court Order. COUNTY shall submit  
22 monthly invoices in arrears to CITY for such guard services. Invoices will be submitted within  
23 fifteen (15) days of the end of each month. CITY shall pay COUNTY within thirty (30) days of  
24 receipt of invoice for guard services.

25 D. Invoices submitted by COUNTY to CITY under this section shall be  
26 addressed as follows:

27 City of Fresno Police Department  
28 2323 Mariposa

1 Fresno, CA 93717  
2 Attn: Business Office

3 Payments by CITY to COUNTY under this section shall be addresses as follows:

4 Fresno County Sheriff's Office  
5 Attn: Business Office  
6 P.O. Box 1788  
7 Fresno, CA 93717

8 5. HOLD HARMLESS: COUNTY agrees to indemnify, save, hold harmless, and at  
9 CITY's request, defend CITY, its officers, agents, and employees from any and all costs and  
10 expenses, damages, liabilities, claims, and losses occurring or resulting to CITY in connection  
11 with the performance, or failure to perform, by COUNTY, its officers, agents, or employees  
12 under this Agreement, and from any and all costs and expenses, damages, liabilities, claims,  
13 and losses occurring or resulting to any person, firm, or corporation who may be injured or  
14 damaged by the performance, or failure to perform, of COUNTY, its officers, agents, or  
15 employees under this Agreement.

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

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

1           6. MODIFICATION: Any matters of this Agreement may be modified from time to time  
2 by the written consent of the parties without, in any way, affecting the remainder.

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

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

14           9. NOTICES: The persons and their addresses having authority to give and receive  
15 notices under this Agreement include the following:

16                           COUNTY

17                           Margaret Mims  
18                           Fresno County Sheriff  
19                           Fresno County Sheriff's Office  
20                           2200 Fresno Street  
21                           P.O. Box 1788  
22                           Fresno, CA 93717  
23                           559-600-8136

CITY OF FRESNO

   Juan F. Balderrama  
   Chief of Police  
   Fresno Police Department  
   2323 Mariposa  
   Fresno, CA 93721  
   559-621-2000

24                           Any and all notices between COUNTY and CITY provided for under this  
25 Agreement shall be in writing and shall be deemed duly served when personally delivered to one  
26 of the parties, or in lieu of such personal service, when deposited in the United States Mail,  
27 postage prepaid, addressed to such party.

28           10. INDEPENDENT CONTRACTOR:

   In performance of the work, duties and obligations assumed by COUNTY  
under this Agreement, it is mutually understood and agreed that COUNTY, including any and all  
of the COUNTY's officers, agents, and employees will at all times be acting and performing as an

1 independent contractor, and shall act in an independent capacity and not as an officer, agent,  
2 servant, employee, joint venturer, partner, or associate of the CITY. Furthermore, CITY shall  
3 have no right to control or supervise or direct the manner or method by which COUNTY shall  
4 perform its work and function. However, CITY shall retain the right to administer this Agreement  
5 so as to verify that COUNTY is performing its obligations in accordance with the terms and  
6 conditions thereof.

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

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

18 11. VENUE AND GOVERNING LAW: The parties agree that performance under this  
19 Agreement shall be in Fresno County, California, for purposes of venue. The rights and  
20 obligations of the parties and all interpretation and performance of this Agreement shall be  
21 governed in all respects by the laws of the State of California.

22 12. SEVERABILITY: In the event any provisions of this Agreement are held by a  
23 court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of  
24 this Agreement will nevertheless continue in force and effect without being impaired or invalidated  
25 in any way.

26 13. INTERPRETATION: The parties acknowledge that this Agreement in its final  
27 form is the result of the combined efforts of the parties and that, should any provision of this  
28 Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by

1 construing this Agreement in favor of or against either party, but rather by construing the terms in  
2 accordance with their generally accepted meaning.

3 14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement  
4 between the CITY and COUNTY with respect to the subject matter hereof and supersedes all  
5 previous agreement negotiations, proposals, commitments, writings, advertisements, publications,  
6 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.

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4 CITY FRESNO

COUNTY OF FRESNO

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7 Juan F. Balderrama, Chief of Police

Steve Brandau, Chairman, Board of Supervisors of  
the County of Fresno

8  
9 ATTEST:  
10 Yvonne Spence, CMC  
City Clerk, City of Fresno

11 BY: \_\_\_\_\_ Date  
12 Deputy

13 DATE: \_\_\_\_\_  
14 APPROVED AS TO LEGAL FORM

DATE: \_\_\_\_\_  
ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

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16  
17  4/7/21  
18 Kirsti Costa, Deputy City Attorney

Deputy

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22 FOR ACCOUNTING USE ONLY:

23 Fund No. 0001  
24 Org No. 31113320  
25 Account No. 4975  
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