

**AGREEMENT**

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THIS AGREEMENT ("Agreement") is made and entered into this 9th day of January, 2018, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CITY OF REEDLEY, a municipal corporation, hereinafter referred to as "CONTRACTOR."

**WITNESSETH:**

WHEREAS, the State of California, under Assembly Bill 109, the Public Safety Realignment Act (AB 109), has realigned responsibilities for probation, post release community supervision (PRCS) and mandatory supervised release of offenders; and

WHEREAS, the Public Safety Realignment Act AB 109 Implementation Plan of 2011, including its updates, hereinafter collectively referred to as the "AB 109 PLAN," was developed by the Fresno County Community Corrections Partnership (CCP) and approved by the Fresno County Board of Supervisors; and

WHEREAS, the AB 109 PLAN includes formation of the Adult Compliance Team (ACT) to create a cooperative unit capable of addressing public safety concerns and issues facing local law enforcement in Fresno County; and

WHEREAS, the ACT is comprised of representatives of the Fresno County Sheriff's Department, the Fresno County District Attorney's Office, the Fresno County Probation Department, and officers of the Fresno, Clovis, Selma, Kerman, Kingsburg, and Reedley Police Departments; and

WHEREAS, the State of California has provided funding to COUNTY for the purpose of implementing AB 109 services.

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

1. **OBLIGATIONS OF THE COUNTY**

COUNTY shall compensate and remit to CONTRACTOR, as provided herein an amount equal to the cost of one (1) City of Reedley Police Officer ("Police Officer") for

1 assignment to the ACT, not to exceed, in aggregate, the maximum amount payable under this  
2 Agreement of \$181,500.

3 2. OBLIGATIONS OF THE CONTRACTOR

4 CONTRACTOR shall assign one (1) Police Officer to be responsible for  
5 fulfilling the responsibilities of an ACT member, as set forth in the AB 109 PLAN, including by way  
6 of example, pages 15 and 16 of the 2011 version thereof, and in accordance with the ACT  
7 Operational Guidelines and Procedures, both attached hereto as Exhibits "A" and "B",  
8 respectively, and incorporated herein by reference. In the event that the AB 109 PLAN is revised  
9 by the CCP, and approved by the Fresno County Board of Supervisors, the responsibilities of the  
10 Police Officer under this Agreement may be modified accordingly.

11 3. TERM

12 This Agreement shall become effective July 1, 2017 and shall terminate on  
13 June 30, 2018.

14 4. TERMINATION

15 A. Non-Allocation of Funds - The terms of this Agreement, and the services to  
16 be provided thereunder, are contingent on the approval of funds by the appropriating government  
17 agency. Should sufficient funds not be allocated, the services provided may be modified, or this  
18 Agreement terminated by COUNTY, at any time, by giving the CONTRACTOR not less than thirty  
19 (30) days advance written notice.

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

- 22 1) An illegal or improper use of funds;
- 23 2) A failure to comply with any term of this Agreement;
- 24 3) A substantially incorrect or incomplete report submitted to the  
25 COUNTY;
- 26 4) Improperly performed service.

27 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY  
28 of any breach of this Agreement or any default, which may then exist on the part of the



1 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the  
2 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of  
3 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR  
4 under this Agreement, which in the judgment of the COUNTY were not expended in accordance  
5 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon  
6 demand.

7 C. With or Without Cause – Under circumstances other than those set forth  
8 above, this Agreement may be terminated by COUNTY upon the giving of not less than thirty (30)  
9 days advance written notice of an intention to terminate to CONTRACTOR.

10 This Agreement may be terminated by CONTRACTOR upon the giving of not  
11 less than sixty (60) days advance written notice of an intention to terminate to COUNTY.

12 5. COMPENSATION/INVOICING

13 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to  
14 receive compensation as follows:

15 CONTRACTOR shall submit quarterly invoices for actual expenditures to the  
16 County of Fresno Probation Department at: ProbationInvoices@co.fresno.ca.us. Invoices must  
17 be submitted on or after the dates of October 1, 2017, and January 1, April 1, and July 1, 2018,  
18 respectively, and include a breakdown of expenses identified in the final approved budget of the  
19 CCP in the County of Fresno for use in executing the mission of ACT. COUNTY shall make  
20 payment within 45 days of receipt of an approved invoice.

21 Upon any termination of this Agreement, CONTRACTOR shall be  
22 compensated for costs incurred under this Agreement, up to and including the date of  
23 termination.

24 In no event shall compensation for services performed under this Agreement  
25 be in excess of \$181,500.

26 6. INDEPENDENT CONTRACTOR

27 In performance of the work, duties and obligations assumed by  
28 CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR,

1 including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be  
2 acting and performing as an independent contractor, and shall act in an independent capacity and  
3 not as an officer, agent, servant, employee, joint venture, partner, or associate of the COUNTY.  
4 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method  
5 by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain  
6 the right to administer this Agreement so as to verify that CONTRACTOR is performing its  
7 obligations in accordance with the terms and conditions thereof.

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

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

20 7. MODIFICATION

21 Any matters of this Agreement may be modified from time to time by the written  
22 consent of all the parties without, in any way, affecting the remainder.

23 8. NON-ASSIGNMENT

24 Neither party shall assign, transfer or sub-contract this Agreement nor their  
25 rights or duties under this Agreement without the prior written consent of the other party.

26 9. HOLD HARMLESS

27 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S  
28 request, defend the COUNTY, its officers, agents, and employees from any and all costs and



1 expenses, damages, liabilities, claims, and losses, including attorney's fees and costs, occurring,  
2 resulting, or arising from the negligent or wrongful performance, or failure to perform, by  
3 CONTRACTOR, or its officers, agents, or employees of obligations agreed to be performed under  
4 this Agreement.

5 COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR'S  
6 request, defend the CONTRACTOR, its officers, agents, and employees from any and all costs  
7 and expenses, damages, liabilities, claims, and losses, including attorney's fees and costs,  
8 occurring, resulting, or arising from the negligent or wrongful performance, or failure to perform, by  
9 COUNTY, or its officers, agents, or employees of obligations agreed to be performed under this  
10 Agreement.

11 10. INSURANCE

12 Without limiting the COUNTY'S right to obtain indemnification from  
13 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full  
14 force and effect, the following insurance policies or a program of self-insurance, including but not  
15 limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the  
16 term of the Agreement:

17 A. Commercial General Liability

18 Commercial General Liability Insurance with limits of not less than One  
19 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars  
20 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require  
21 specific coverages including completed operations, products liability, contractual liability,  
22 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed  
23 necessary because of the nature of this contract.

24 B. Automobile Liability

25 Comprehensive Automobile Liability Insurance with limits for bodily injury of  
26 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred  
27 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty  
28 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred

1 Thousand Dollars (\$500,000.00). Coverage shall include owned and non-owned vehicles used in  
2 connection with this Agreement.

3 C. Professional Liability

4 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,  
5 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less  
6 that One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)  
7 annual aggregate.

8 D. Worker's Compensation

9 A policy of Worker's Compensation insurance as may be required by the  
10 California Labor Code.

11 CONTRACTOR shall obtain endorsements to the Commercial General Liability  
12 insurance naming the County of Fresno, its officers, agents, and employees, individually and  
13 collectively, as additional insured, but only insofar as the operations under this Agreement are  
14 concerned. Such coverage for additional insured shall apply as primary insurance and any other  
15 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be  
16 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.  
17 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance  
18 written notice given to COUNTY.

19 Within Thirty (30) days from the date CONTRACTOR executes this  
20 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated  
21 above for all of the foregoing policies, as required herein, to the County of Fresno, (Greg Reinke,  
22 Probation Administration Division Director, 3333 E. American Avenue, Fresno, CA 93725), stating  
23 that such insurance coverage have been obtained and are in full force; that the County of Fresno,  
24 its officers, agents and employees will not be responsible for any premiums on the policies; that  
25 such Commercial General Liability insurance names the County of Fresno, its officers, agents and  
26 employees, individually and collectively, as additional insured, but only insofar as the operations  
27 under Agreement are concerned; that such coverage for additional insured shall apply as primary  
28 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents



1 and employees, shall be excess only and not contributing with insurance provided under  
2 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changes  
3 without a minimum of thirty (30) days advance, written notice given to COUNTY.

4 In the event CONTRACTOR fails to keep in effect at all times insurance  
5 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,  
6 suspended or terminate this Agreement upon the occurrence of such event.

7 11. AUDITS AND INSPECTIONS

8 The CONTRACTOR shall at any time during business hours, and as often as  
9 the COUNTY may deem necessary, make available to the COUNTY for examination all of its  
10 records and data with respect to the matters covered by this Agreement. The CONTRACTOR  
11 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records  
12 and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

13 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR  
14 shall be subject to the examination and audit of the Auditor General for a period of three (3) years  
15 after final payment under contract (Government Code Section 8546.7).

16 12. NOTICES

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

19 COUNTY

CONTRACTOR

20 COUNTY OF FRESNO  
21 Phillip Kader, Interim Chief  
22 Probation Officer  
23 3333 E. American Avenue, Suite B  
24 Fresno, CA 93725

CITY OF REEDLEY  
Nicole R. Zieba, City Manager  
1717 9<sup>th</sup> St.  
Reedley, CA 93654

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

13. GOVERNING LAW

The rights and obligations of the parties and all interpretation and performance

1 of this Agreement shall be governed in all respects by the laws of the State of California. Venue  
2 for any action arising out of or related to this Agreement shall only be in Fresno County, California.

3 14. CUMULATIVE REMEDIES

4 No remedy or election hereunder shall be deemed exclusive but shall,  
5 wherever possible, be cumulative with all other remedies at law or in equity.

6 15. SEVERABILITY

7 In the event any provisions of this Agreement are held by a court of  
8 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this  
9 Agreement will nevertheless continue in force and effect without being impaired or invalidated  
10 in any way.

11 16. WAIVER

12 The waiver by either party of a breach by the other of any provision of this  
13 Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of  
14 either the same or a different provision of this Agreement. No waiver of a party's breach of any  
15 provision of this Agreement shall be effective unless the waiver is in writing and signed by the  
16 party against whom the waiver is sought to be enforced. Waiver of any one provision herein  
17 shall not be deemed to be a waiver of any other provision herein.

18 17. INTERPRETATION

19 The parties acknowledge that this Agreement in its final form is the result of  
20 the combined efforts of the parties and that, should any provision of this Agreement be found to  
21 be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in  
22 favor of or against either party, but rather by construing the terms in accordance with their  
23 generally accepted meaning.

24 18. NO THIRD PARTY BENEFICIARIES

25 Nothing set forth in this Agreement shall create any legal rights in any  
26 person not a party to this Agreement.

27 19. EXHIBITS



1                    Each exhibit and attachment referenced in this Agreement is, by reference,  
2 incorporated into and made a part of this Agreement.

3                    20.    ENTIRE AGREEMENT

4                    This Agreement constitutes the entire agreement between the CONTRACTOR and  
5 COUNTY with respect to the subject matter hereof and supersedes all previous negotiations,  
6 proposals, commitments, writings, advertisements, publications, and understandings of any nature  
7 whatsoever unless expressly included in this Agreement.

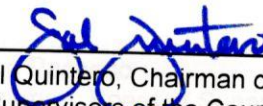
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as  
2 of the day and year first hereinabove written.

3  
4 **CONTRACTOR**

5   
6 Nicole R. Zieba, City Manager, City of Reedley

7  
8 DATE: 11/9/17

**COUNTY OF FRESNO**

  
Sal Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

DATE: 1-9-2018

9  
10 APPROVED AS TO FORM:

11 Scott G. Cross, City Attorney, City of Reedley

12   
13 City Attorney

14  
15  
16  
17  
18  
19  
20  
21  
22  
23 FOR ACCOUNTING USE ONLY:

24 FUND: 0001  
25 ORG: 34309999  
26 SUBCLASS: 10000  
27 ACCOUNT: 7295  
28

ATTEST:  
BERNICE E. SEIDEL  
Clerk to the Board of Supervisors  
County of Fresno, State of California  
By Susan Bishop  
Deputy





## **REEDLEY CITY COUNCIL**

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

**ITEM NO:** \_\_\_\_\_

**DATE:** October 10, 2017

**TITLE:** FRESNO COUNTY ADULT COMPLIANCE TEAM AGREEMENTS:

- A. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXTEND THE CURRENT AB109 OFFICER FUNDING AGREEMENT WITH FRESNO COUNTY FOR ONE (1) ADDITIONAL YEAR CHANGING THE EXPIRATION DATE FROM JULY 01, 2017 TO JUNE 30, 2018.
- B. APPROVE AND AUTHORIZE THE CHIEF OF POLICE TO SIGN ON BEHALF OF THE CITY OF REEDLEY POLICE DEPARTMENT AN OPERATIONAL AGREEMENT WITH THE FRESNO COUNTY ADULT COMPLIANCE TEAM.

**SUBMITTED:** Jose L. Garza, Chief of Police

**APPROVED:** Nicole R. Zieba, City Manager

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### **RECOMMENDATION**

Approve Item "A" and authorize the City Manager to extend the current AB109 Officer Funding Agreement with Fresno County for one (1) additional year changing the expiration date from July 01, 2017 to June 30, 2018.

Approve Item "B" and authorize the Chief of Police to sign on behalf of the City of Reedley Police Department an Operational Agreement with the Fresno County Adult Compliance Team.

### **EXECUTIVE SUMMARY**

The City of Reedley signed an Funding Agreement with the County of Fresno placing an officer of the Reedley Police Department in the AB109 (Adult Compliance Team) task force to deal with individuals placed on AB109 supervision. The current agreement expired June 30, 2017. The County of Fresno wishes to extend the current agreement for one (1) full year with the amended agreement expiring June 30, 2018.

The Operational Agreement currently used, was developed in 2011 and was amended to

incorporate the addition of other agencies, including Reedley Police Department. The Operating Agreement when signed by all participating agencies will establish the purpose of the Adult Compliance Team as a joint and cooperative effort. Additionally, it formalizes relationships between participating agencies for policy and planning to create a cooperative unit capable of address the public safety concerns and issues facing local law enforcement in Fresno County.

## **BACKGROUND**

The Public Safety Realignment ACT (AB109) Implementation Plan for Fresno County was developed in 2011 by the Fresno County Community Corrections Partnership (CCP) and approved by the Fresno County Supervisors. The Adult Compliance Team (ACT) was created to address public safety concerns and issues facing local law enforcement in Fresno County. ACT is comprised of representatives of the Fresno County Sheriff's Department, Fresno County District Attorney's Office, the Fresno County Probation Department, and Officers from the Fresno, Clovis, Selma, and Reedley Police Departments.

Since its inception in 2011, the plan implemented by the Community Corrections Partnership has met or exceeded the goals and objectives set forth in the initial plan. In a 10-month period, the Adult Compliance Team conducted 114 compliance checks, making 23 arrests just in Reedley. Although these numbers are only reflective of the work done within the City of Reedley, it does not take into account the significant presence they have had in the surrounding communities.

## **FISCAL IMPACT**

Funding for the Reedley Police Officer assigned to the ACT allocated with the FY2017-2018 budget will not be impacted.

## **PRIOR COUNCIL ACTIONS:**

In August of 2016, the Reedley City Council authorized the Reedley City Manager to enter into a funding agreement with the County of Fresno for the FY 2016/2017.

## **ATTACHMENTS:**

1. Funding agreement between the County of Fresno and the City of Reedley
2. The Fresno County Adult Compliance Team Operational Agreement – September 2017

Motion: \_\_\_\_\_

Second: \_\_\_\_\_