

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 10th day of Dec., 2019, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and the CITY OF REEDLEY, a municipal corporation, ("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, 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; and

WHEREAS, CONTRACTOR desires to continue to be a member of ACT; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement to maintain CONTRACTOR as an ACT member, and to continue to implement AB 109 services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

CONTRACTOR shall assign one (1) police officer to fulfill the responsibilities of an ACT member, in accordance with the ACT Operating Agreement, attached as Exhibit "A," and incorporated by

1 this reference. In the event that the AB 109 PLAN is revised by the CCP and approved by the Fresno
2 County Board of Supervisors, the responsibilities of the Police Officer under this Agreement may be
3 modified accordingly.

4 2. OBLIGATIONS OF THE COUNTY

5 COUNTY shall compensate CONTRACTOR for an amount equal to the cost of one (1) City
6 of Reedley Police Officer ("Police Officer") for assignment to the ACT, not to exceed the maximum amount
7 payable under this Agreement of \$188,029.

8 3. TERM

9 This Agreement shall become effective retroactive to July 1, 2019, and shall terminate on
10 June 30, 2020.

11 4. TERMINATION

12 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
13 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
14 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
15 terminated, at any time without penalty by giving the CONTRACTOR thirty (30) days advance written
16 notice.

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

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

23 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
24 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
25 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
26 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
27 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
28 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund

1 any such funds upon demand.

2 C. Without Cause - Under circumstances other than those set forth above, this
3 Agreement may be terminated by COUNTY by giving thirty (30) days' advance written notice of an intention
4 to terminate to CONTRACTOR.

5 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR, and
6 CONTRACTOR agrees to receive compensation, as follows:

7 CONTRACTOR shall submit quarterly invoices for actual expenditures to the County of Fresno
8 Probation Department at: ProbationInvoices@FresnoCountyCA.gov~~mailto:~~. Invoices must be submitted on
9 or after the dates of October 1, 2019, and January 1, April 1, and July 1, 2020, respectively, and include a
10 breakdown of expenses identified in the final approved budget of the CCP for use in executing the mission
11 of ACT. COUNTY shall make payment within 45 days of receipt of an approved invoice.

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

14 In no event shall total compensation paid to CONTRACTOR for services performed under this
15 Agreement exceed \$188,029.

16 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
17 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
18 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
19 times be acting and performing as an independent contractor, and shall act in an independent capacity and
20 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
21 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
22 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
23 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
24 terms and conditions thereof.

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

27 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
28 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable

1 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
2 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
3 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
4 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
5 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

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

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

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

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

26 In the event of concurrent negligence on the part of COUNTY or any of its officers, agents or
27 employees, and CONTRACTOR or any of its officers, agents, or employees, the liability for any and all
28 such claims, demands and actions in law or equity for such losses, costs, expenses and damages shall be

1 apportioned under the State of California's theory of comparative negligence, as presently established, or
2 as may be modified hereafter.

3 This Section 9 shall survive termination or expiration of this Agreement.

4 10. INSURANCE

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

9 A. Commercial General Liability

10 Commercial General Liability Insurance with limits of not less than Two Million Dollars
11 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
12 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
13 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
14 liability or any other liability insurance deemed necessary because of the nature of this contract.

15 B. Automobile Liability

16 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
17 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
18 used in connection with this Agreement.

19 C. Professional Liability

20 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
21 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
22 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

23 D. Worker's Compensation

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

26 Additional Requirements Relating to Insurance

27 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
28 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional

1 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
2 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
3 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
4 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
5 a minimum of thirty (30) days advance written notice given to COUNTY.

6 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
7 employees any amounts paid by the policy of worker's compensation insurance required by this
8 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
9 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
10 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

11 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
12 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
13 foregoing policies, as required herein, to the County of Fresno, Probation Business Office, 3333 E.
14 American Avenue, Suite B, Fresno, CA 93725, stating that such insurance coverage have been obtained
15 and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for
16 any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has
17 waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under
18 the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial
19 General Liability insurance names the County of Fresno, its officers, agents and employees, individually
20 and collectively, as additional insured, but only insofar as the operations under this Agreement are
21 concerned; that such coverage for additional insured shall apply as primary insurance and any other
22 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess
23 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
24 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
25 given to COUNTY.

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

1 All policies shall be issued by admitted insurers licensed to do business in the State of California,
2 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
3 FSC VII or better.

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

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

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

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	CITY OF REEDLEY
Chief Probation Officer	Chief of Police
3333 E. American Avenue, Suite B	1843 G Street
Fresno, CA 93725	Reedley, CA 93654

17 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
18 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
19 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
20 personal service is effective upon service to the recipient. A notice delivered by first-class United States
21 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
22 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
23 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
24 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
25 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
26 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
27 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
28 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section

establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

13. 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.

14. SEVERABILITY

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

15. WAIVER

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

16. INTERPRETATION

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

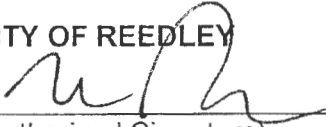
17. NO THIRD PARTY BENEFICIARIES

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

18. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between CONTRACTOR 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.

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

3
4 CITY OF REEDLEY

5 
6 (Authorized Signature)

7 Nicole R. Zieba, City Manager

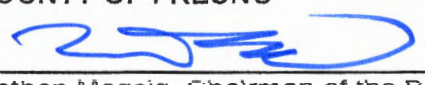
8 Print Name & Title

9 1717 9th Street

10 Reedley CA 93654

11 Mailing Address

COUNTY OF FRESNO


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

ATTEST:

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

12
13
14
15 By: 

Deputy

16 FOR ACCOUNTING USE ONLY:

17 ORG No.: 34309999

18 Account No.: 7295

19 Fund: 0001

20 Subclass: 10000

AB 109
The Criminal Justice Realignment Act
Adult Compliance Team (ACT)
September 2018

OPERATING AGREEMENT
Fresno County Probation Department
Fresno County Sheriff's Department
Fresno County District Attorney's Office
Fresno Police Department
Clovis Police Department
Selma Police Department
Reedley Police Department
Kerman Police Department
Kingsburg Police Department

I. PURPOSE

This document establishes the purpose of the Adult Compliance Team (ACT) as a joint and cooperative effort. Additionally, it formalizes relationships between participating agencies for policy and planning in order to create a cooperative unit capable of addressing the public safety concerns and issues facing local law enforcement in Fresno County regarding probation, post release community supervision (PRCS), and mandatory supervised release that may occur due to the passage of the Criminal Justice Realignment Act (AB 109) effective October 1, 2011.

II. MISSION

The mission of ACT is to provide an additional layer of offender supervision to ensure offender accountability, surveillance, and supervision through mobile, intensive and evidence based practices leading to enhanced public safety and offender compliance.

III. GOALS

- A. To reduce the occurrence of new criminal acts by targeting offenders on probation, post release community supervision, and mandatory supervised release with intensive surveillance by peace officers dedicated to enforcement of conditions of release.
- B. To identify supervised offenders who are not meeting their conditions of release in order to ensure compliance.
- C. To mitigate the need for custodial sanctions through appropriate early interventions.
- D. To document trends in the realignment population and respond efficiently to emerging trends that adversely affect public safety.
- E. To gather, collect, and provide information and direction regarding the post release community supervision (PRCS) and realignment populations for all law enforcement agencies in the County of Fresno and act as the point of contact for dissemination of offender information to law enforcement.
- F. To respond rapidly to emergency situations with knowledge and information about the offenders.
- G. To provide other public safety responses including searches as authorized by the terms of release and warrant services, as needed.

IV. GENERAL OPERATIONAL STRATEGIES

Intensive supervision based on offender assessment, enjoined with evidence based practices, forms the cornerstone of the Fresno County AB 109 supervision model. This intensive approach is seen in the formation of ACT; an interagency public safety alliance with local law enforcement agencies and county justice partners that provides an additional level of offender accountability and public safety. The "strike team" concept is used to describe peace officers under ACT, dedicated to particular enforcement and public safety purposes, with an immediate capacity to take action with offenders under probation supervision, post release community supervision (PCRS), and mandatory supervised release by the Fresno County Probation Department.

To this end, the participating agencies developed these operational guidelines and procedures concerning the formation of the Adult Compliance Team. The participating agencies agree jointly and separately to abide by these terms and provisions set forth throughout the formation of the joint operation.

V. ORGANIZATIONAL STRUCTURE

The Adult Compliance Team will be co-located at the Fresno County Probation Department. The Probation Department is the commanding agency of ACT and will maintain responsibility for the administrative direction, objective, and mission of the Adult Compliance Team.

The team will consist of sworn officers from the following agencies: two (2) deputy probation officers from the Fresno County Probation Department; one (1) sergeant from the Fresno County Sheriff's Department; two (2) deputies from the Fresno County Sheriff's Department; two (2) senior district attorney investigators from the Fresno County District Attorney's Office; one (1) sergeant from the Fresno Police Department; three (3) police officers from the Fresno Police Department; two (2) police officers from the Clovis Police Department; one (1) police officer from the Selma Police Department; one (1) police officer from the Reedley Police Department; one (1) police officer from the Kerman Police Department; and one (1) police officer from the Kingsburg Police Department. Dependent upon future funding, the size of ACT may fluctuate according to the number of officers and agencies.

A. Policy and Direction

Under the policy and planning direction of the Community Corrections Partnership (CCP), ACT will utilize an Advisory Sub-Committee of CCP.

B. ACT Advisory Sub-Committee of the CCP

Each law enforcement agency that assigns personnel to ACT may designate a member to the ACT Advisory Sub-Committee of the CCP. All law enforcement agencies operating within the county with an interest in ACT are welcome to attend the meetings of the ACT

Advisory Sub-committee.

Appointments to and removal from the ACT Advisory Sub-Committee and appointment of a Sub-Committee Chairperson will be made by the CCP Executive Committee.

C. Operations Commander

The Probation Services Manager is the Operations Commander and has overall responsibility for the operation of ACT. The Operations Commander implements direction to the team under the administrative direction of the Fresno County Probation Department's Realignment Division Director. The Operations Commander will liaison with individual members of the ACT Advisory Sub-Committee, and will attend meetings of the CCP as required.

D. Field Supervisor

The assigned Field Supervisor(s) will be the day-to-day operations supervisor(s) and responsible for overall coordination of tactical field operations. When ACT works as separate elements and both supervisors are working, each supervisor will be responsible for their assigned element. When only one supervisor is on duty, that supervisor will be responsible for the supervision of both elements.

E. Probation Department

All probation conditions and release compliance remains the responsibility of the AB 109 probation officer assigned to a specific offender. These conditions are predetermined before release from custody to probation, post release community supervision or mandatory supervised release. The offenders will be under the supervision of their assigned probation officer or ACT probation officer.

VI. OPERATIONS

A. Supervision and Field Responsibility

The use of surveillance, supervision, and field contacts will be established in conjunction with Fresno County Probation Department policies and as established by the CCP Executive Committee, ACT Advisory Sub-Committee, and policies and procedures of general law enforcement accepted practices as established by statute and case law.

All ACT personnel will conform to their own agencies' policies and procedures as well as policies and procedures that may be required by participation in ACT.

B. Records and Reports

All reports created by ACT related to contacts with those offenders under probation supervision, post release community supervision, and mandatory supervised release will be entered into the Probation Records Information Management System (PRIMS). All

agencies participating on the ACT will have full access to Sharenet and the information in PRIMIS. Information sharing with other law enforcement agencies regarding offenders under probation supervision, post release community supervision, and mandatory supervised release allowing for appropriate law enforcement response is a priority for ACT.

Any additional crime, arrest, or incident report will be documented by the primary investigative officer through the use of their own departmental report writing system.

VII. ADMINISTRATION

A. Financial Administration

Financial administration of ACT funds allocated by the CCP Executive Committee will be the responsibility of the Fresno County Probation Department Business Office through the duration of the program. In addition, the allocation and management of funds are guided by Fresno County Fiscal Policy and under the review quarterly of the CCP Finance and Audit Sub-committee for presentation to the CCP.

B. Vehicles

As provided for in the approved CCP budget, vehicles will be provided for probation staff and for participating law enforcement officers as specified in the final approved budget of the CCP and Fresno County, for use in executing the mission of ACT.

C. Communications

Each participating law enforcement agency will provide communications equipment for its own personnel through the duration of the OA. Each agency is responsible for its interagency communication operability. The policies and procedures of each agency will govern communication by its own personnel. The Fresno County Sheriff's Dispatch will be the primary contact for operations of ACT.

D. Firearms

Each participating agency will provide all necessary firearms for its own personnel through the duration of the OA. The policies and procedures of each agency will govern the use of firearms by its own personnel.

E. Equipment and Property

Any property, equipment or other items acquired with funds allocated by the CCP Executive Committee shall be the property of ACT through the duration of the OA. Upon termination of this OA or any revision, the property of ACT shall be distributed as determined by the CCP Executive Committee.

F. Training

ACT Officers will complete training as assigned and approved by the ACT Advisory Sub-Committee chairperson or their designee. Training for the team will be outlined during the fiscal year to reflect the needs of the team. The Probation Division Director may also assign training to the ACT members as it pertains to the Evidence Based Practices outlined by the AB 109 program.

G. Personnel Management

The selection of ACT members will be made by each participating agency. If any of the ACT policies and procedures conflict with any of the participating agencies' policies and procedures, notice of said conflict shall be immediately given to a supervisor. The supervisor will take whatever action necessary to reconcile the conflict.

Each participating agency retains full responsibility for the professional and personal conduct of its own personnel assigned to ACT. Each participating agency will follow their agency directives/MOU for working modified schedules.

VIII. MULTI-AGENCY ADMINISTRATIVE CONCERNS

All ACT personnel will conform to their own agencies' policies and procedures as well as policies and procedures that may be required by participation in ACT.

There are a number of categories of administrative issues or situations pertaining to individual team members which will or may arise. Those include but are not limited to:

- A. Citizen Complaints
- B. Employee Evaluations
- C. On-Duty Motor Vehicle Accidents
- D. Injuries Sustained on Duty
- E. Officer-Involved Shooting
- F. Discharge of Firearm
- G. Vehicle Pursuits
- H. Use of Force

Each participating team member's agency has in place an administrative process for addressing the situations listed above. Should these situations occur, ACT will immediately notify the involved officer's agency. It will remain the responsibility of the involved officer's agency to address those situations pursuant to their own administrative process. All agencies involved in a critical incident will have the opportunity to observe other agency interviews with their own employees.

IX. DURATION

This OA shall become effective upon execution and shall continue without change until amended in accordance with Section X or terminated as discussed below.

Participation in ACT by any participating agency may continue as funding provides or until said agency terminates participation in ACT. An agency shall terminate participation in the following manner: delivery of written notice to the Chairperson of the CCP Executive Committee and to all other participation agencies, with termination to be effective 60 days after delivery.

As to each participating agency, this OA will be in force from the date that agency signs the agreement. Termination of the OA has been provided for above.

X. AMENDMENT

Any member of the ACT Advisory Sub-Committee may propose an amendment to this OA by submitting it at any regular meeting of the ACT Advisory Sub-Committee. The proposed amendment would be submitted to the Executive Committee of the Community Corrections Partnership for their consideration and approval.

XI. LIABILITY

Each participating agency will be solely responsible for any and all damages, including attorney's fees, results from acts or omissions of its own employees including ACT assigned employee. Each participating agency shall indemnify and hold harmless each other participating agency for said acts or omissions. The provisions contained herein include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful or criminal acts of any agency, or any of its agents, officers or employees in its or their performance thereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense, and liability attributable to that party's negligence.

The participating agencies will establish procedures to notify the other agencies where appropriate of any claims, administrative actions or legal actions with respect to any of the matter described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this OA shall establish a standard of care for, or create any legal rights in, any person not a party to this OA.

XII. NON-WAIVER

Waiver of any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach, of either the same or another provision of this OA.

XIII. SEVERABILITY

If any term, covenant, or condition of this OA is held by a court of competent jurisdiction to be invalid, the remainder of this OA will remain in full force and effect.

XIV. AMBIGUITY

The participating agencies have each carefully reviewed this OA and have agreed to each term of this OA. No ambiguity shall be presumed to be construed against any other party.

XV. GOVERNING LAW

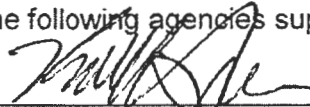
The interpretation and enforcement of this OA will be governed by the laws of the State of California, and where applicable, by federal law. The participating agencies agree to submit any disputes arising under this OA to a court of competent jurisdiction located in Fresno, California.

XVI. INTEGRATION

The OA embodies the entire agreement of the participating agencies in relation to the formation and operation of ACT, except for "Program Costs." Except for that, there is no other agreement or understanding, verbal or otherwise, existing among the participating agencies.

XVII. SUPPORTING AGENCIES


The following agencies support the mission and strategies of ACT:



 Kirk Haynes, Chief Probation Officer
 County of Fresno

9/26/18

 Dated



 Lisa A. Smittcamp, District Attorney
 County of Fresno

9/24/18

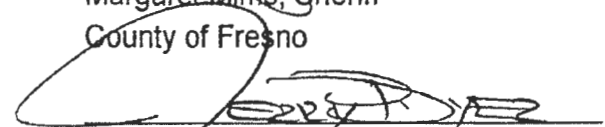
 Dated



 Margaret Mims, Sheriff
 County of Fresno

9/24/18

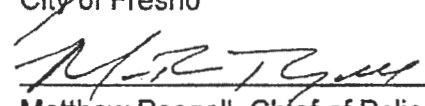
 Dated



 Jerry Dyer, Chief of Police
 City of Fresno

9/24/18

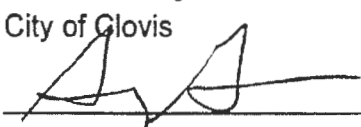
 Dated



 Matthew Basgall, Chief of Police
 City of Clovis

9-20-18

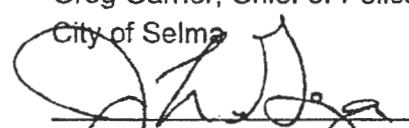
 Dated



 Greg Garner, Chief of Police
 City of Selma

9/20/18

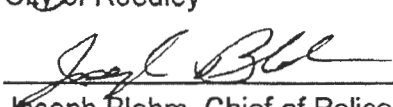
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 Jose L. Garza, Chief of Police
 City of Reedley

9/24/18

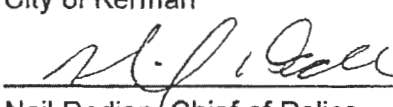
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 Joseph Blohm, Chief of Police
 City of Kerman

9/20/18

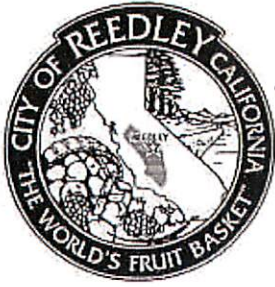
 Dated



 Neil Dadian, Chief of Police
 City of Kingsburg

9/20/18

 Dated



REEDLEY CITY COUNCIL

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

ITEM NO: 6

DATE: November 12, 2019

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE COUNTY OF FRESNO FOR CONTINUED PARTICIPATION IN THE FRESNO COUNTY ADULT COMPLIANCE TEAM (ACT).

SUBMITTED: Jose L. Garza, Chief of Police

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Approve and authorize the City Manager to sign an agreement with the County of Fresno for continued participation in the Fresno County Adult Compliance Team (ACT).

EXECUTIVE SUMMARY

Since the creation of ACT in 2011, there has been the increasing need for communities to provide officers in order to properly and effectively monitor, while ensuring compliance, those offenders released as a result of AB109. The State of California has provided funding for the implementation of programs that would be able to supervise a designated group of offenders that were released as a result of Assembly Bill 109, The Public Safety Realignment Act, which was signed into law on April 5, 2011. Since the inception, the team has been comprised of representatives of the Fresno County Sheriff's Office, Fresno County District Attorney's Office, Fresno County Probation Department and officers of the Fresno and Clovis Police Departments. Since 2011, the Selma, Reedley (December 2015), Kingsburg and Kerman Police Departments have assigned officers to the team.

By being part of this partnership, the City of Reedley can assign one (1) full time officer to ACT, at no cost to the City's General Fund. ACT members are responsible for assurance of compliance with the conditions of release for all the offenders released into Fresno County, including the City of Reedley, under the AB109 provisions.



BACKGROUND

In 2011 Assembly Bill 109 set into motion several fundamental changes related to the incarceration, supervision and treatment of a designated group of offenders and provided Fresno County with the ability and limited funding to provide correctional services.

AB109 reduced the number of offenders incarcerated in the state prison and released those offenders convicted of specified felonies (low risk sexual offenders, non-violent offenders and non-serious offenders) to counties of commitment. It also changed the California Penal Code and sentencing practices to keep those offenders of specified felonies from being committed to state prison.

Assembly Bill 109 (Public Safety Realignment) has realigned responsibilities for probation and parole and the supervision of released offenders. Under the "AB109 Plan", developed by the Fresno County Community Corrections Partnership (CCP) and approved by the County Board of Supervisors, the formation of the "Adult Compliance Team" was authorized for the purpose of creating a cooperative unit capable of addressing public safety concerns facing local law enforcement in Fresno County in light of the new realignment procedures.

The Reedley Police Department is constantly looking for ways to improve its service levels to the community and is aware that there are currently a total of 18 active parolees living in the City of Reedley with an additional 38 individuals who are on AB109 supervision. In addition, there are 6 active parolees with 18 individuals on AB109 supervision in the City of Orange Cove and an additional 20 parolees and 22 subjects on AB109 release living in the City of Parlier. By participating in ACT, the officer assigned from Reedley along with the other members of the team, can meet the multiple goals of offender accountability, surveillance and supervision within the City of Reedley as well as the surrounding communities.

FISCAL IMPACT

Funding for the Reedley Police Officer assigned to the ACT has been included in the FY 2019-2020 budget. Full reimbursement for salaries, vehicle maintenance costs, fuel costs, and training costs are included in this agreement up to \$162,966.

Due to staffing constraints, the police department does not have an officer currently on the team, but it is anticipated to filled prior to the end of FY 2019-2020.

PRIOR COUNCIL ACTIONS:

Similar agreements have been approved in FY 2016-17, FY 2017-2018 and FY 2018-2019.

ATTACHMENTS:

1. Funding agreement between the County of Fresno and the City of Reedley.