

1 POLICE PROTECTION SERVICES AGREEMENT – HOSPITAL GUARDS

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3 THIS AGREEMENT is made between the Sheriff-Coroner of the County of
4 Fresno, a Charter County of the State of California, hereinafter referred to as
5 "COUNTY" and the Reedley Police Department, hereinafter referred to as the "POLICE
6 DEPARTMENT."

7 WHEREAS, the POLICE DEPARTMENT desires to contract with the
8 COUNTY for the performance of Correctional Officer/Law Enforcement Security duties
9 and functions, specifically: "guarding POLICE DEPARTMENT arrestees at Community
10 Regional Medical Center (CRMC) prior to acceptance or booking into the Fresno
11 County Jail, and/or pre-arraignment of the arrestee by the Superior Court", by the
12 COUNTY through its Sheriff-Coroner's Office; and

13 WHEREAS, the COUNTY agrees, through its Sheriff-Coroner's Office, to
14 render such service, on the terms and conditions set forth, and the POLICE
15 DEPARTMENT agrees to pay to COUNTY the costs of performing such services at
16 CRMC at the rate and under the terms and conditions hereinafter set forth.

17 NOW, THEREFORE, the parties agree as follows:

18 1. The COUNTY agrees, through its Sheriff-Coroner's Office, to provide
19 Correctional Officer/Law Enforcement Security duties and functions for arrestees of the
20 POLICE DEPARTMENT as requested by POLICE DEPARTMENT and agreed to by
21 COUNTY, through its Sheriff-Coroner's Office. Such services shall only encompass
22 such security duties and functions of the type as is customarily rendered by the Sheriff
23 under the charter of said County and statutes of this State.

24 2. The POLICE DEPARTMENT shall request, in advance, via telephone
25 contact with the Sheriff-Coroner's Office's on-duty Jail Watch Commander the
26 specific level of staffing necessary. This shall be contingent upon a number of
27 factors including the medical condition of the arrestee, the criminal sophistication of
28

1 the arrestee if known, the severity of criminal charges the individual has been
2 arrested for, etc. The Sheriff-Coroner's Jail Watch Commander shall make the final
3 determination regarding the service to be provided by the Sheriff-Coroner's Office,
4 as well as the level of security necessary (one or more officers).

5 The minimum level of service which will be provided by COUNTY shall be
6 one Correctional Officer or Deputy Sheriff, and the COUNTY expressly reserves the
7 right, through its Sheriff-Coroner's Office, to assign more personnel at the sole
8 discretion of the Sheriff-Coroner's Office at the expense of the POLICE
9 DEPARTMENT, with notice. Upon such notification, the POLICE DEPARTMENT
10 may, at its election, cancel the request for service and assume responsibility for the
11 security themselves.

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13 3. Both the COUNTY through its Sheriff-Coroner's Office and the
14 POLICE DEPARTMENT acknowledge that these reimbursable services will only be
15 provided to and paid for by the POLICE DEPARTMENT, pursuant to this contract,
16 until the arrestee is accepted and booked into the Fresno County Jail, or, until the
17 arrestee is arraigned, whichever occurs first.

18 4. Nothing within this Agreement and/or the services rendered by the
19 COUNTY is intended to limit or eliminate the POLICE DEPARTMENT's use of
20 private security for such security.

21 5. Term of Agreement - This Agreement shall become effective when
22 executed by both parties, and shall continue in full force and effect, unless and until
23 terminated by either party upon the giving of thirty (30) days advance written notice
24 by first class mail postage prepaid to the address of the other party in paragraph 6
25 of this agreement.

26 6. COUNTY shall invoice POLICE DEPARTMENT monthly invoices for
27 the previous month. Invoices shall be addressed to POLICE DEPARTMENT as
28 follows:

1 Reedley Police Department

2 843 "G" Street

3 Reedley, CA 93654

4 Phone: (559) 637-4250

5 Attn: Ruthie Greenwood

6 Payment shall be made by POLICE DEPARTMENT within thirty (30) days of the
7 invoice date. Payment shall be addresses to COUNTY as follows:

8 Fresno County Sheriff's Department

9 P.O. Box 1788

10 Fresno, CA 93717

11 Attn: Business Office, Account Receivables

12
13 7. Law Enforcement Service Rate - The POLICE DEPARTMENT
14 agrees to pay the current hourly rate per Correctional Officer or Deputy Sheriff as
15 applied to this agreement. All charges will be clearly identified on each invoice as
16 identified on each invoice as referenced in Attachment A. These rate(s) if adjusted,
17 will be provided to POLICE DEPARTMENT via confirmation letter prior to the start
18 of each County fiscal year, which beings annually on July 1st. The minimum
19 contracted service shall be for (4) hours for each assigned Correctional Officer or
20 Deputy Sheriff, and additional staffing shall be at least (4) hours compensated per
21 additional officer assigned. Minimum contracted security services shall include 1/2
22 hour driving time each way for each event.

23 8. Each party to this Agreement, and its officers and employees, shall
24 not assume any liability for the negligent or wrongful acts or omissions of the other
25 party, nor of any officer or employee of the other party. Each party shall hold the
26 other party, and its officers and employees, harmless and defend the other party, its
27 officers and employees, against any liability for injury to person or property arising
28 out of any negligent or wrongful acts of the party, or its officers and employees.

1 9. The rendition of contract services, the standards of performance, the
2 discipline of officers, and other matters incident to the performance of such services
3 and the control of personnel so employed, shall remain in the Sheriff's Department.
4 In the event of dispute between the parties as to the extent and duties and functions
5 to be rendered under this Agreement, or the minimum level or manner of such
6 performance of such services, the determination made by the Sheriff's Department
7 shall be final and conclusive.

8 10. This Agreement supersedes any prior agreement between COUNTY
9 and POLICE DEPARTMENT for the performance of such security services by
10 COUNTY.

11 IN WITNESS WHEREOF the COUNTY by the Sheriff-Coroner on behalf of
12 the Board of Supervisors, and the POLICE DEPARTMENT, by order of its
13 governing body, by the designated official of the Police Department, have caused
14 these documents to be subscribed on the date hereinafter written.

15
16
17 COUNTY OF FRESNO

18
19 By S. Williams 12-23-16
20 MARGARET MIMS, SHERIFF-CORONER DATE

21
22 CITY OF Reedley

23
24 By N. Zieba
25 Nicole R. Zieba, Reedley City Manager DATE: 12/16/16

26
27 Fund No. 0001

28 Org. No. 31114000

Account No. 4975

ATTACHMENT A

Effective from 7-1-2016 through 6-30-2017

LAW ENFORCEMENT SERVICES

HOURLY RATE (OVERTIME)

Correctional officer

\$43.03

Deputy Sheriff

\$54.94