

#15-592
7/16/2015

CITY OF FRESNO
City Clerk's Office (Original)

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AGREEMENT

THIS AGREEMENT is made and entered into this 1 day of July, 2015, 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, 2015, and shall
9 terminate on the 30th day of June, 2018. This Agreement shall automatically be extended for one
10 additional twelve(12) month period, July 1, 2018 through June 30, 2019 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, 2018. If this agreement is so renewed, then this agreement
13 shall automatically be extended for a second additional twelve(12) month period, July 1, 2019
14 through June 30, 2020 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, 2019.

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 Forty Three and three cents (\$43.03) for each
17 guard assigned to a CITY arrestee when the arrestee is taken to an outside facility for medical
18 treatment. The number of guards to be assigned shall be at the sole discretion of the Sheriff.
19 Notwithstanding anything to the contrary in this Agreement, if CITY does not timely pay the full
20 amount charged by COUNTY for such guard services, the CITY arrestee will become eligible
21 for release for reasons related to the Federal Court Order. COUNTY shall submit monthly
22 invoices in arrears to CITY for such guard services. Invoices will be submitted within fifteen
23 (15) days of the end of each month. CITY shall pay COUNTY within thirty (30) days of receipt
24 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:

<u>COUNTY</u>	<u>CITY OF FRESNO</u>
Tom Gattie Fresno County Assistant Sheriff Fresno County Sheriff's Office 2200 Fresno Street P.O. Box 1788 Fresno, CA 93717 559-600-8136	Jerry Dyer Chief of Police Fresno Police Department 2323 Mariposa Fresno, CA 93717 559-621-2000

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

26 10. INDEPENDENT CONTRACTOR:

27 In performance of the work, duties and obligations assumed by COUNTY
28 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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8 Jerry Dyer, Chief of Police


Deborah A. Poochigian, Chairman, Board of Supervisors

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

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

11 BY:  7-24-2015
12 Deputy Date

By Susan Bishop
Deputy

13 DATE: _____

14 DATE: Sept 1, 2015

15 APPROVED AS TO LEGAL FORM

16 REVIEWED & RECOMMENDED FOR APPROVAL

17 
18 Mary Anne Toeke, Deputy City Attorney
19 Amanda B. Freeman,


Margaret Mirms, Sheriff-Coroner

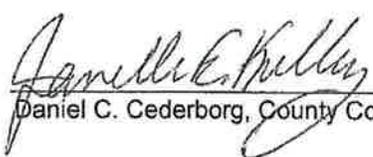
20 APPROVED AS TO ACCOUNTING FORM

21
22 **FOR ACCOUNTING USE ONLY:**


Vicki Crow, Auditor-Controller/Treasurer-Tax Collector

23 Fund No. 0001
24 Org No. 3111 4000
25 Account No. 5031

26 APPROVED AS TO LEGAL FORM


Daniel C. Cederborg, County Counsel

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

3
4 **CITY FRESNO**

COUNTY OF FRESNO

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8 Jerry Dyer, Chief of Police

Deborah A. Poochigian, Chairman, Board of Supervisors

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

12 BY:  7-29-2015
13 Deputy Date

14 DATE: _____

DATE: _____

15 APPROVED AS TO LEGAL FORM

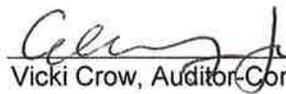
REVIEWED & RECOMMENDED FOR APPROVAL

16
17 
18 Mary Anne Tooke, Deputy City Attorney
19 Amanda B. Freeman


for Margaret Mims, Sheriff-Coroner

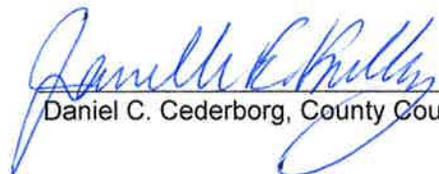
APPROVED AS TO ACCOUNTING FORM

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Vicki Crow, Auditor-Controller/Treasurer-Tax Collector

23 Fund No. 0001
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Daniel C. Cederborg, County Counsel

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
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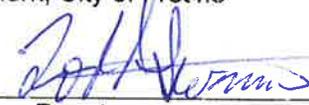
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4 **CITY FRESNO**

COUNTY OF FRESNO

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8 Jerry Dyer, Chief of Police

Deborah A. Poochigian, Chairman, Board of Supervisors

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

12 BY:  7-24-2015
13 Deputy Date

14 DATE: _____

DATE: _____

15 APPROVED AS TO LEGAL FORM

REVIEWED & RECOMMENDED FOR APPROVAL

16
17 
18 Mary Anne Tooke, Deputy City Attorney
19 Amanda B. Freeman,

20 
21 Margaret Mims, Sheriff-Coroner

APPROVED AS TO ACCOUNTING FORM

22 FOR ACCOUNTING USE ONLY:

23 
24 Vicki Crow, Auditor-Controller/Treasurer-Tax Collector

25 Fund No. 0001

APPROVED AS TO LEGAL FORM

26 Org No. 3111 4000

27 Account No. 503)

28 
Daniel C. Cederborg, County Counsel



County of Fresno
Board of Supervisors
Minute Order

Hall of Records, Room 301
2281 Tulare Street
Fresno, California 93721-2198
Telephone: (559) 600-3529
Toll Free: 1-800-742-1011
www.co.fresno.ca.us

September 01, 2015

Present: 5 - Supervisor Andreas Borgeas, Vice Chairman Buddy Mendes, Supervisor Brian Pacheco, Supervisor Henry Perea, and Chairman Deborah A. Poochigian

Agenda No. 20.

Sheriff - Coroner

File ID: 15-1202

Re: Approve and authorize the Chairman to execute a retroactive Revenue Agreement with the City of Fresno for the housing of local inmates effective July 1, 2015, not to exceed five consecutive years, which includes a three-year base contract and two optional one-year extensions, total not to exceed \$949,000

A MOTION WAS MADE BY SUPERVISOR BERGEAS, SECONDED BY VICE CHAIRMAN MENDES, THAT THIS MATTER BE APPROVED AS RECOMMENDED. THE MOTION CARRIED BY THE FOLLOWING VOTE:

Ayes: 5 - Borgeas, Mendes, Pacheco, Perea, and Poochigian

Agreement No. 15-428