

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated \_\_\_\_\_ and is between CITY OF KERMAN, a municipal corporation, whose address is 850 S Madera Ave, Kerman, CA 93630 (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. Under Assembly Bill 109, the Public Safety Realignment Act (AB 109), that was signed into law on April 5, 2011, the State of California has realigned responsibilities for probation, post release community supervision (PRCS), and mandatory supervised release of offenders. The State of California has provided funding to County for the purpose of implementing AB 109 services.

B. The County requires 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. Subsequently, the AB 109 Implementation Plan of 2011, collectively referred to as 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. 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 Clovis, Fresno, Kerman, Kingsburg, Reedley, Sanger, and Selma Police Departments.

C. The AB 109 PLAN, including its updates, was developed by the Fresno County Community Corrections Partnership (CCP), and approved by the Fresno County Board of Supervisors. This implementation plan was approved by the CCP on August 19, 2011 and approved by the Board on September 13, 2011.

D. The Contractor desires to continue to be a member of the ACT and the County desires to maintain the Contractor as an ACT member, and to continue to implement AB 109 services.

E. The Contractor also desires to participate in the Pretrial After-Hours Response as set forth in Exhibit A.

1 The parties therefore agree as follows:

2 **Article 1**

3 **Contractor's Services**

4 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
5 Exhibit A to this Agreement, titled "Scope of Services."

6 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
7 able to perform all of the services provided in this Agreement.

8 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
9 applicable federal, state, and local laws and regulations in the performance of its obligations  
10 under this Agreement, including but not limited to workers compensation, labor, and  
11 confidentiality laws and regulations.

12 **Article 2**

13 **County's Responsibilities**

14 2.1 The County shall compensate the Contractor for an amount equal to the cost of  
15 One (1) City of Kerman Police Officer for assignment to the ACT, not to exceed the maximum  
16 amount payable under this Agreement of \$146,528.

17 **Article 3**

18 **Compensation, Invoices, and Payments**

19 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
20 the performance of its services under this Agreement as described in this section.

21 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
22 under this Agreement is One Hundred Forty-Three Thousand Three Hundred Eighty-Eight  
23 Dollars (\$143,388) to participate as an ACT member and implement AB 109 services, plus  
24 Three Thousand One Hundred Forty Dollars (\$3,140), for Pretrial After-Hours Response  
25 activities, during the annual term of this Agreement. In no event shall compensation paid for all  
26 services performed under this Agreement exceed One Hundred Forty-Six Thousand Five  
27 Hundred Twenty-Eight Dollars (\$146,528) during the term of this Agreement. The Contractor  
28 acknowledges that the County is a local government entity, and does so with notice that the

1 County's powers are limited by the California Constitution and by State law, and with notice that  
2 the Contractor may receive compensation under this Agreement only for services performed  
3 according to the terms of this Agreement and while this Agreement is in effect, and subject to  
4 the maximum amount payable under this section. The Contractor further acknowledges that  
5 County employees have no authority to pay the Contractor except as expressly provided in this  
6 Agreement.

7 **3.3 Invoices.** The Contractor shall submit quarterly invoices to County of Fresno  
8 Probation Department at [ProbationInvoices@FresnoCountyCA.gov](mailto:ProbationInvoices@FresnoCountyCA.gov). Invoices must be submitted  
9 on or after the dates of October 1, 2022 and January 1, April 1, and July 1, 2023, respectively,  
10 and include a breakdown of expenses identified in the final approved budget of the CCP for use  
11 in executing the mission of ACT. An invoice for Pretrial After-Hours Response activities must be  
12 submitted separately. The Contractor shall submit each invoice within 60 days after the quarter  
13 in which the Contractor performs services and in any case within 60 days after the end of the  
14 term or termination of this Agreement.

15 **3.4 Payment.** The County shall pay each correctly completed and timely submitted  
16 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's  
17 address specified in the invoice.

18 **3.5 Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
19 expenses that are not specified as payable by the County under this Agreement.

## 20 **Article 4**

### 21 **Term of Agreement**

22 **4.1 Term.** This Agreement is effective retroactively to July 1, 2022 and terminates on  
23 June 30, 2023, except as provided Article 6, "Termination and Suspension," below.

## 24 **Article 5**

### 25 **Notices**

26 **5.1 Contact Information.** The persons and their addresses having authority to give and  
27 receive notices provided for or permitted under this Agreement include the following:  
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1                   **For the County:**  
2                   Chief Probation Officer  
3                   County of Fresno  
4                   3333 E. American Avenue, Building 701, Suite B  
5                   Fresno, CA 93725

6                   **For the Contractor:**  
7                   Chief of Police  
8                   CITY OF KERMAN  
9                   850 S Madera Ave  
10                  Kerman, CA 93630

11                 5.2       **Change of Contact Information.** Either party may change the information in section  
12                 5.1 by giving notice as provided in section 5.3.

13                 5.3       **Method of Delivery.** Each notice between the County and the Contractor provided  
14                 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
15                 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
16                 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
17                 Document Format (PDF) document attached to an email.

18                         (A) A notice delivered by personal service is effective upon service to the recipient.

19                         (B) A notice delivered by first-class United States mail is effective three County  
20                         business days after deposit in the United States mail, postage prepaid, addressed to the  
21                         recipient.

22                         (C) A notice delivered by an overnight commercial courier service is effective one  
23                         County business day after deposit with the overnight commercial courier service,  
24                         delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
25                         the recipient.

26                 5.4       **Claims Presentation.** For all claims arising from or related to this Agreement,  
27                 nothing in this Agreement establishes, waives, or modifies any claims presentation  
28                 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
of Title 1 of the Government Code, beginning with section 810).

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
5 are not allocated, then the County, upon at least 30 days' advance written notice to the  
6 Contractor, may:

7 (A) Modify the services provided by the Contractor under this Agreement; or

8 (B) Terminate this Agreement.

9 6.2 **Termination for Breach.**

10 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
11 occurred, the County may give written notice of the breach to the Contractor. The written  
12 notice may suspend performance under this Agreement, and must provide at least 30  
13 days for the Contractor to cure the breach.

14 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
15 time stated in the written notice, the County may terminate this Agreement immediately.

16 (C) For purposes of this section, a breach occurs when, in the determination of the  
17 County, the Contractor has:

18 (1) Obtained or used funds illegally or improperly;

19 (2) Failed to comply with any part of this Agreement;

20 (3) Submitted a substantially incorrect or incomplete report to the County; or

21 (4) Improperly performed any of its obligations under this Agreement.

22 6.3 **Termination without Cause.** In circumstances other than those set forth above, the  
23 County may terminate this Agreement by giving at least 30 days advance written notice to the  
24 Contractor.

25 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County  
26 under this Article 6 is without penalty to or further obligation of the County.

27 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article  
28 6, the County may demand repayment by the Contractor of any monies disbursed to the

1 Contractor under this Agreement that, in the County's sole judgment, were not expended in  
2 compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
3 demand. This section survives the termination of this Agreement.

#### 4 **Article 7**

#### 5 **Independent Contractor**

6 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,  
7 agents, employees, and volunteers, is at all times acting and performing as an independent  
8 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
9 venturer, partner, or associate of the County.

10 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
11 manner or method of the Contractor's performance under this Agreement, but the County may  
12 verify that the Contractor is performing according to the terms of this Agreement.

13 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no  
14 right to employment rights or benefits available to County employees. The Contractor is solely  
15 responsible for providing to its own employees all employee benefits required by law. The  
16 Contractor shall save the County harmless from all matters relating to the payment of  
17 Contractor's employees, including compliance with Social Security withholding and all related  
18 regulations.

19 7.4 **Services to Others.** The parties acknowledge that, during the term of this  
20 Agreement, the Contractor may provide services to others unrelated to the County.

#### 21 **Article 8**

#### 22 **Indemnity and Defense**

23 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
24 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
25 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
26 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
27 the performance or failure to perform by the Contractor (or any of its officers, agents,  
28 subcontractors, or employees) under this Agreement. The County may conduct or participate in

1 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
2 defend the County.

3 The County shall indemnify and hold harmless and defend the Contractor (including its  
4 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages,  
5 costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to  
6 the County, the Contractor, or any third party that arise from or relate to the performance or  
7 failure to perform by the County (or any of its officers, agents, subcontractors, or employees)  
8 under this Agreement. The Contractor may conduct or participate in its own defense without  
9 affecting the County's obligation to indemnify and hold harmless or defend the Contractor.

10 In the event of concurrent negligence on the part of County or any of its officers, agents, or  
11 employees, and Contractor or any of its officers, agents, or employees, the liability for any and  
12 all such claims, demands, and actions in law or equity for such losses, costs, expenses, and  
13 damages shall be apportioned under the State of California's theory of comparative negligence,  
14 as presently established, or as may be modified hereafter.

15 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

## 16 **Article 9**

### 17 **Insurance**

18 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this  
19 Agreement.

## 20 **Article 10**

### 21 **Inspections, Audits, and Public Records**

22 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
23 the County may examine at any time during business hours and as often as the County deems  
24 necessary, all of the Contractor's records and data with respect to the matters covered by this  
25 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
26 request by the County, permit the County to audit and inspect all of such records and data to  
27 ensure the Contractor's compliance with the terms of this Agreement.

1        10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
2 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
3 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
4 years after final payment under this Agreement. This section survives the termination of this  
5 Agreement.

6        10.3 **Public Records.** The County is not limited in any manner with respect to its public  
7 disclosure of this Agreement or any record or data that the Contractor may provide to the  
8 County. The County's public disclosure of this Agreement or any record or data that the  
9 Contractor may provide to the County may include but is not limited to the following:

10            (A) The County may voluntarily, or upon request by any member of the public or  
11 governmental agency, disclose this Agreement to the public or such governmental  
12 agency.

13            (B) The County may voluntarily, or upon request by any member of the public or  
14 governmental agency, disclose to the public or such governmental agency any record or  
15 data that the Contractor may provide to the County, unless such disclosure is prohibited  
16 by court order.

17            (C) This Agreement, and any record or data that the Contractor may provide to the  
18 County, is subject to public disclosure under the Ralph M. Brown Act (California  
19 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

20            (D) This Agreement, and any record or data that the Contractor may provide to the  
21 County, is subject to public disclosure as a public record under the California Public  
22 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
23 with section 6250) ("CPRA").

24            (E) This Agreement, and any record or data that the Contractor may provide to the  
25 County, is subject to public disclosure as information concerning the conduct of the  
26 people's business of the State of California under California Constitution, Article 1,  
27 section 3, subdivision (b).  
28



1 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
2 respect to any record or data that the Contractor may provide to the County shall be  
3 disregarded and have no effect on the County's right or duty to disclose to the public or  
4 governmental agency any such record or data.

5 **10.4 Public Records Act Requests.** If the County receives a written or oral request  
6 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
7 and which the County has a right, under any provision of this Agreement or applicable law, to  
8 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
9 County, for purposes of public disclosure, the requested records that may be in the possession  
10 or control of the Contractor. Within five business days after the County's demand, the  
11 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
12 possession or control, together with a written statement that the Contractor, after conducting a  
13 diligent search, has produced all requested records that are in the Contractor's possession or  
14 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
15 diligent search, does not possess or control any of the requested records. The Contractor shall  
16 cooperate with the County with respect to any County demand for such records. If the  
17 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
18 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
19 exemption by citation to specific legal authority within the written statement that it provides to  
20 the County under this section. The Contractor's assertion of any exemption from disclosure is  
21 not binding on the County, but the County will give at least 10 days' advance written notice to  
22 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
23 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
24 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
25 failure to produce any such records, or failure to cooperate with the County with respect to any  
26 County demand for any such records.

1 **Article 11**

2 **Disclosure of Self-Dealing Transactions**

3 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
4 or changes its status to operate as a corporation.

5 11.2 **Duty to Disclose.** If any member of the Contractor’s board of directors is party to a  
6 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
7 “Self-Dealing Transaction Disclosure Form” (Exhibit B to this Agreement) and submitting it to the  
8 County before commencing the transaction or immediately after.

9 11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is  
10 a party and in which one or more of its directors, as an individual, has a material financial  
11 interest.

12 **Article 12**

13 **General Terms**

14 12.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this  
15 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
16 by both parties. The Contractor acknowledges that County employees have no authority to  
17 modify this Agreement except as expressly provided in this Agreement.

18 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
19 under this Agreement without the prior written consent of the other party.

20 12.3 **Governing Law.** The laws of the State of California govern all matters arising from  
21 or related to this Agreement.

22 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
23 County, California. Contractor consents to California jurisdiction for actions arising from or  
24 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
25 brought and maintained in Fresno County.

26 12.5 **Construction.** The final form of this Agreement is the result of the parties’ combined  
27 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
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1 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
2 against either party.

3 12.6 **Days.** Unless otherwise specified, “days” means calendar days.

4 12.7 **Headings.** The headings and section titles in this Agreement are for convenience  
5 only and are not part of this Agreement.

6 12.8 **Severability.** If anything in this Agreement is found by a court of competent  
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
8 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
9 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original  
10 intent.

11 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
12 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
13 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
15 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
16 all applicable State of California and federal statutes and regulation.

17 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
18 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
19 performance of any continuing or other obligation of the Contractor and does not prohibit  
20 enforcement by the County of any obligation on any other occasion.

21 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
22 between the Contractor and the County with respect to the subject matter of this Agreement,  
23 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
24 publications, and understandings of any nature unless those things are expressly included in  
25 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
26 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
27 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
28 exhibits.

1 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
2 create any rights or obligations for any person or entity except for the parties.

3 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

4 (A) The Contractor is duly authorized and empowered to sign and perform its  
5 obligations under this Agreement.

6 (B) The individual signing this Agreement on behalf of the Contractor is duly  
7 authorized to do so and his or her signature on this Agreement legally binds the  
8 Contractor to the terms of this Agreement.

9 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
10 electronic signature as provided in this section.

11 (A) An “electronic signature” means any symbol or process intended by an individual  
12 signing this Agreement to represent their signature, including but not limited to (1) a  
13 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
14 electronically scanned and transmitted (for example by PDF document) version of an  
15 original handwritten signature.

16 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
17 equivalent to a valid original handwritten signature of the person signing this Agreement  
18 for all purposes, including but not limited to evidentiary proof in any administrative or  
19 judicial proceeding, and (2) has the same force and effect as the valid original  
20 handwritten signature of that person.

21 (C) The provisions of this section satisfy the requirements of Civil Code section  
22 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
23 Part 2, Title 2.5, beginning with section 1633.1).

24 (D) Each party using a digital signature represents that it has undertaken and  
25 satisfied the requirements of Government Code section 16.5, subdivision (a),  
26 paragraphs (1) through (5), and agrees that each other party may rely upon that  
27 representation.  
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(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CITY OF KERMAN

COUNTY OF FRESNO

3  
4  
5 \_\_\_\_\_  
John Jansons, City Manager

\_\_\_\_\_

6 850 S Madera Ave  
7 Kerman, CA 93630

Sal Quintero, 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

9  
10 By: \_\_\_\_\_  
Deputy

11 For accounting use only:

12 Org No.: 34309999  
13 Account No.: 7295  
14 Fund No.: 0001  
15 Subclass No.: 10000  
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**Exhibit A**

**Scope of Services**

**AB 109**

**The Criminal Justice Realignment**

**Act Adult Compliance Team**

**(ACT)**

**November 2022**

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

Sanger Police Department

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# Exhibit A

## 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 supervision, Post Release Community Supervision (PRCS), and Mandatory Supervision (MS) 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, PRCS, and MS, 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 probation supervision, PRCS, MS 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



## Exhibit A

1 Intensive supervision based on offender assessment, combined with evidence-based  
2 practices, forms the cornerstone of the County of Fresno AB 109 supervision model.  
3 This intensive approach is seen in the formation of ACT; an interagency public safety  
4 alliance with local law enforcement agencies and county justice partners that provides  
5 an additional level of offender accountability and public safety. The "strike team"  
6 concept is used to describe peace officers under ACT, dedicated to particular  
7 enforcement and public safety purposes, with an immediate capacity to take action in  
8 regard to offenders under probation supervision, PRCS, and MS by the Fresno County  
9 Probation Department.

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

### 14 V. ORGANIZATIONAL STRUCTURE

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

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

#### 29 A. Policy and Direction

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

#### 32 B. ACT Advisory Sub-Committee of the CCP

33 Each law enforcement agency that assigns personnel to ACT may designate a  
34 member to the ACT Advisory Sub-Committee of the CCP. All law enforcement  
35 agencies operating within Fresno County with an interest in ACT are welcome to

## Exhibit A

1 attend the meetings of the ACT Advisory Sub-Committee.

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

### 5 C. Operations Commander

6 The Probation Assistant Deputy Chief is the Operations Commander and has  
7 overall responsibility for the operation of ACT. The Operations Commander  
8 implements direction to the team under the administrative direction of the  
9 Fresno County Probation Department's Realignment Division Deputy Chief.  
10 The Operations Commander will liaison with individual members of the ACT  
11 Advisory Sub-Committee and will attend meetings of the CCP as required.

### 12 D. Field Supervisor

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

### 18 E. Probation Department

19 All probation conditions and release compliance remain the responsibility of  
20 the AB109 probation officer assigned to a specific offender. These conditions  
21 are predetermined before release from custody to probation, post release  
22 community supervision, or mandatory supervised release. The offenders will  
23 be under the supervision of their assigned probation officer or ACT probation  
24 officer.

## 25 VI. OPERATIONS

### 26 A. Supervision and Field Responsibility

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

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

## Exhibit A

### B. Records and Reports

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

All agencies participating on the Adult Compliance Team will have full access to Sharenet and the information in PRIMIS. Information sharing with other law enforcement agencies regarding offenders under probation supervision, PRCS, and MS, 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.

### C. Pretrial After-Hours Response

As part of the Fresno County Probation Department's Pretrial expansion, officers will respond to after-hours GPS violations, questions, and technical problems. Two armed Deputy Probation Officers, along with one ACT Officer, must be available to respond to such matters in the field.

- ACT Team members will be scheduled/assigned on a rotational basis to respond to such matters.
- ACT Team members on rotation shall be designated on standby when not working regularly scheduled hours to assist the Pretrial Officers.
- ACT Officers assigned will be compensated with standby pay in accordance with their respective agency MOU's and overtime.
- ACT Officers assigned and responding to field matters will be compensated at time and half, (1½) their base hourly rate, with a minimum of two (2) hours.
- ACT personnel are expected to be assigned approximately 3 non-consecutive weeks per year.
- All in-force memorandum of understanding provisions not modified by this agreement shall remain in effect.
- Each participating agency's management reserves the right and authority to discontinue the participation of any of their particular employees in this agreement at any time. A two (2) week notice, if practicable, shall be given to the impacted employee. Such discontinuance shall not be appealable or grievable.

# Exhibit A

## 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 County of Fresno 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 for use in executing the mission of ACT, as specified in the final approved budget of the CCP and Fresno County. Each agency shall provide vehicles, as well as insurance and maintenance costs for those vehicles, for their respective employees.

### 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

## Exhibit A

1 during the fiscal year to reflect the needs of the team. The Probation Department's  
2 Realignment Division Deputy Chief may also assign training to the ACT members  
3 as it pertains to the Evidence-Based Practices outlined by the AB 109 program.

### 4 G. Personnel Management

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

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

## 11 VIII. MULTI-AGENCY ADMINISTRATIVE CONCERNS

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

14  
15 There are a number of categories of administrative issues or situations pertaining to  
16 individual team members which will or may arise. Those include but are not limited to:

- 17 A. Citizen Complaints
- 18 B. Employee Evaluations
- 19 C. On-Duty Motor Vehicle Accidents
- 20 D. Injuries Sustained on Duty
- 21 E. Officer-Involved Shooting
- 22 F. Discharge of Firearm
- 23 G. Vehicle Pursuits
- 24 H. Use of Force

25 Each participating team member's agency has in place an administrative process  
26 for addressing the situations listed above. Should these situations occur, ACT will  
27 immediately notify the involved officer's agency. It will remain the responsibility of  
28 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

## Exhibit A

1 until amended in accordance with Section X or terminated as discussed below.

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

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

### 9 X. AMENDMENT

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

### 14 XI. LIABILITY

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

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

27 The participating agencies will establish procedures to notify the other agencies,  
28 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.

## Exhibit A

### 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. This OA expressly replaces and supersedes the prior OA, dated May 2021, and that OA shall have no further force and effect.

# Exhibit A

## XVII. SUPPORTING AGENCIES

The following Agencies support the mission and strategies of ACT:

Kirk Haynes, Chief Probation Officer  
County of Fresno

Dated

Lisa A. Smittcamp, District Attorney  
County of Fresno

Dated

Margaret Mims, Sheriff  
County of Fresno

Dated

Paco Balderrama, Chief of Police  
City of Fresno

Dated

Curt Fleming, Chief of Police  
City of Clovis

Dated

Rudy Alcaraz, Chief of Police  
City of Selma

Dated

Jose L Garza, Chief of Police  
City of Reedley

Dated

John Golden, Chief of Police  
City of Kerman

Dated

Neil Dadian, Chief of Police  
City of Kingsburg

Dated



# Exhibit A

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Greg Garner, Chief of Police  
City of Sanger

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Dated

## Exhibit B

### Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

#### Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit B

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	

# Exhibit C

## Insurance Requirements

### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

## Exhibit C

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that

## Exhibit C

the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.