

**LAW ENFORCEMENT INVESTIGATIVE SERVICES AGREEMENT**  
**(For Cities within Fresno County)**

THIS AGREEMENT is made between the Sheriff's Office of the County of Fresno, a Charter County of the State of California, hereinafter referred to as "SHERIFF" and the City of \_\_\_\_\_ Police Department, hereinafter referred to as the "POLICE DEPARTMENT."

WHEREAS, the POLICE DEPARTMENT desires to contract with the SHERIFF for the performance of Law Enforcement duties and functions, specifically: "providing Crime Scene Unit services at crime scenes, the processing of arrestees and suspect vehicles for evidence, etc., and providing Investigative services", and

WHEREAS, the SHERIFF agrees to render such service on the terms and conditions set forth, and the POLICE DEPARTMENT agrees to pay to COUNTY the costs of performing such services at the rate and under the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. The SHERIFF agrees to provide Specialized Law Enforcement Services to the POLICE DEPARTMENT as requested by POLICE DEPARTMENT and agreed to by the SHERIFF. Such services shall only encompass such specialized services as have customarily been rendered by the SHERIFF under the charter of the County of Fresno and statutes of this State as detailed in Attachment A.

2. The Chief of Police or named designee (attached) shall request, via law enforcement radio, telephone, e-mail, written correspondence or in person, the specialized services as indicated on Attachment A through the Sheriff's Office on-duty Patrol Watch Commander, if contemporaneous to the event. If the request is non-contemporaneous, (e.g. two days later), the request shall be made to the Sheriff or her designee. The request should be as specific as possible as to the services needed. The minimum level of service which will be provided by the

1 SHERIFF shall always be at least one Crime Scene Technician or two Deputy Sheriff  
2 Investigators, and the SHERIFF expressly reserves the right to assign more personnel  
3 at the sole discretion of the SHERIFF or her designee, at the expense of the POLICE  
4 DEPARTMENT, if circumstances warrant such. Upon notification of the resources  
5 being deployed, the POLICE DEPARTMENT may choose at its discretion, to cancel  
6 the request for service and assume full responsibility and liability for the investigation  
7 or the processing of evidence.

8           3. Both the SHERIFF and the POLICE DEPARTMENT acknowledge that  
9 these reimbursable services will only be provided and paid for by the POLICE  
10 DEPARTMENT, pursuant to this contract, until the investigation is completed, or until  
11 the POLICE DEPARTMENT elects to halt any further effort on the part of the SHERIFF.

12           4. Nothing within this Agreement and/or the services rendered by the  
13 SHERIFF is intended to limit or eliminate the POLICE DEPARTMENT'S use of private or  
14 other public vendors or agencies for these services, with the exception that all  
15 protocols for instant aid and State Office of Emergency Services "mutual aid" shall  
16 still supply. The definition for instant aid is found on Attachment B.

17           5. Term of Agreement - This Agreement shall become effective when  
18 executed by both parties, and shall continue in full force and effect, unless and  
19 until terminated by either party upon the giving of thirty (30) days advance written  
20 notice. However, the rates outlined in "Attachment A" will remain in effect for the  
21 term as outlined in the attachment.

22           6. SHERIFF shall invoice POLICE DEPARTMENT monthly invoices for the  
23 previous month. Invoices shall be addressed to POLICE DEPARTMENT as follows:  
24

25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 City \_\_\_\_\_ Zip \_\_\_\_\_  
28 Attn: \_\_\_\_\_

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

3 Fresno County Sheriff's Office

4 P.O. Box 1788

5 Fresno, CA 93717

6 Attn: Business Office

7 7. Law Enforcement Service Rate - The POLICE DEPARTMENT agrees to  
8 pay the current hourly overtime rate for Crime Scene Technicians and/or Deputy  
9 Sheriffs as applied to this agreement. All charges will be clearly identified on each  
10 invoice as referenced in Attachment A. These rates, if adjusted, will be provided to  
11 POLICE DEPARTMENT via confirmation letter prior to the start of each County fiscal  
12 year, which begins annually on July 1<sup>st</sup>. The minimum contracted specialized  
13 services shall include 1/2 hour driving time each way for each service request.  
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15 8. Each party to this Agreement, and its officers and employees, shall  
16 not assume any liability for the negligent or wrongful acts or omissions of the other  
17 party, nor of any officer or employee of the other party. Each party shall hold the  
18 other party, and its officers and employees, harmless and defend the other party, its  
19 officers and employees, against any liability for injury to person or property arising  
20 out of any negligent or wrongful acts of the party, or its officers and employees.

21 9. The rendition of contract services, the standards of performance, the  
22 discipline of officers, and other matters incident to the performance of such  
23 services and the control of personnel so employed, shall remain in the Sheriff's  
24 Office. In the event of dispute between the parties as to the extent and duties and  
25 functions to be rendered under this Agreement, or the minimum level or manner of  
26 such performance of such services, the determination made by the Sheriff's Office  
27 shall be final and conclusive.  
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10. This Agreement supersedes any prior agreement between SHERIFF of Fresno County and POLICE DEPARTMENT for the performance of such law enforcement services by COUNTY.

IN WITNESS WHEREOF the COUNTY by the Sheriff on behalf of the Board of Supervisors, and the POLICE DEPARTMENT has, by order of its governing body, caused these documents to be subscribed by the designated official of POLICE DEPARTMENT on the date hereinafter written.

COUNTY OF FRESNO

By \_\_\_\_\_  
JOHN ZANONI, SHERIFF DATE

By \_\_\_\_\_  
Chief of Police DATE  
City of \_\_\_\_\_

Fund No. 0001  
Org. No. 31113200  
Account No. 4975

1 **ATTACHMENT A**

2 **Effective From 7-1-2023 through 6-30-28**

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4 **LAW ENFORCEMENT SERVICES** **HOURLY RATE (Overtime)**

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6	Homicide Investigations	\$0
7	Explosive Ordinance Detail Personnel	\$0
8	Officer Involved Shooting, with a person hit by gunfire	\$0
9	Air Support, as available	\$0
10	SWAT Team Support, as available	\$0
11	Regional First Responder Instant Aid, per Attachment B	\$0
12	Crime Scene Investigation (Crime Scene Specialist III)	\$56.72
13	Crime Analyst	\$62.55
14	*Criminal Investigations	\$73.17
15	*Civil Investigations	\$73.17
16	*Internal Affairs Investigations	\$73.17
17	*Radio Equipment Assistance (Outside of the Dispatch Agreement)	\$73.17
18	*Rangemaster – 4 Qualifications Only – Per Year, Per Officer Cost	\$200

19  
20 \*Please note, the charges that have the star next to them will be changed every  
21 year upon approval of the master schedule of Fees rate for the Deputy Sheriff  
22 Overtime Rate. This is the only modification of the fee schedule that will be  
23 changed. Any additional modification(s) will require an amendment with written  
24 approval by both parties.

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**ATTACHMENT B**

Regional First Responder – Instant Aid (Fresno Sheriff's Office and Allied Police  
Departments)

When a life-threatening call for service is received by the Fresno Sheriff's Office (FSO) and there are no available FSO personnel, communications" staff will call the closest agency with jurisdiction to the FSO and request assistance. The responding agency's personnel will be tasked with arriving on the scene and stabilizing the call by determining what crimes have occurred, securing suspects and delivering first aid. If the incident is in progress, the transfer of primary responsibility will occur only when safe to do so, utilizing uniformed personnel. In such cases, FSO personnel will maintain investigative and jurisdictional responsibility. The responding agency personnel will standby until relieved by FSO personnel.

When another agency in Fresno County receives a life-threatening call for service and there is no officer available, the allied agency will contact FSO communications personnel and/or supervisor. FSO personnel will be tasked with arriving on scene and stabilizing the call as outlined above. The same guidelines related to an in-progress incident shall apply. In such cases, allied agency personnel will maintain investigative and jurisdictional responsibility. FSO personnel will standby until relieved by allied agency personnel.

The overall goal for FSO and Fresno County Allied Agencies is to insure a timely law enforcement response to life threatening calls regardless of jurisdictional boundaries.