

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Sheriff's Department

BOARD AGENDA # \*B-9

Urgent

Routine

AGENDA DATE September 13, 2011

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval for the Sheriff to Enter into a Contract for Law Enforcement Services with the City of Hughson

STAFF RECOMMENDATIONS:

1. Authorize the Chairman of the Board, Chief Executive Officer and the Sheriff to sign a contract with the City of Hughson for the Sheriff to continue to provide general law enforcement services.
2. Direct the Auditor Controller to make the appropriate budget modifications as indicated on the attached budget journal.

FISCAL IMPACT:

Economic conditions have changed significantly since the last contract was negotiated with the City of Hughson (City). The County and local governments have been hit hard by declining property and sales tax revenues which has created the need to look for new cost saving and cost recovery measures. In the previous contract the City of Hughson did not pay any of the salary and benefit costs associated with its full-time Chief of Police. Additionally, the City received the benefit of receiving "Back Fill" assistance from County deputies at no charge. The City and contract requires that it have at least one deputy on duty 24 (continued on page 2)

BOARD ACTION AS FOLLOWS:

No. 2011-525

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No. C-9-B-2

## Approval for the Sheriff to Enter into a Contract for Law Enforcement Services with the City of Hughson

### FISCAL IMPACT: (continued from page 1)

hours a day, 7 days a week. When the scheduled on-shift deputy either goes on vacation, calls in sick or attends training another deputy is assigned from the Sheriff's main office or called in to fill that spot. "Back Fill" is the act of filling a scheduled shift of one deputy with a deputy that is either already on shift in another area of the County or with a deputy that is off and is called in on overtime. If the City still had its own police department it would be paying the full cost of its Chief of Police as well as all overtime costs associated with back fill. In Fiscal Year 2010-2011 the cost of the Chief of Police (\$173,000) and backfill (\$137,000) totaled approximately \$310,000. The new contract reduces the Chief from full-time to one-third time status (the other two-thirds duties are split between the City of Waterford and the County Sheriff's Department) and charges a flat, hourly rate of \$29.61 to assist with back-fill costs.

The total cost of the 2011-2012 law enforcement services contract is estimated to be \$985,145, a 7% decrease from the Fiscal Year 2010-2011 Final Adopted Budget. The contractual agreement includes reimbursement of \$929,686 from the City of Hughson and \$16,063 from other grants and school security services performed in the City. The difference of \$39,396 represents twenty two percent (22%) of the salary and benefit cost of the Lieutenant serving as the Chief of Police in Hughson and will be funded through Net County Cost. This percentage will change each year and by the end of the agreement the City will be paying its full 33% share of the Lieutenant's position. As addressed in the recommended contract, 33% of the remaining costs for the Lieutenant will be paid for by the City of Waterford and 34% by the Sheriff's Department for law enforcement services directly attributed to the City of Waterford and the County.

Appropriations in the amount of \$1,124,299 and estimated revenue of \$946,612 are included in the Sheriff's 2011-2012 Adopted Proposed Budget approved by the Board of Supervisors on June 7, 2011. The proposed budget is balanced using \$177,687 in Net County Cost to fund the Chief of Police. Upon approval of the new agreement with the City of Hughson, a Net County Cost savings of \$138,291 will be realized. The Department requests to use the savings to fund the difference between the actual backfill costs (which include benefits) and the flat, hourly rate of \$29.61 that will be billed to the City of Hughson. Additionally, the savings would be used to fund the County's 50% portion of the costs for the 2011 Hughson Festival. The Department will monitor revenues and expenditures and recommend adjustments to Net County Cost savings in the Mid-Year Budget. The attached Budget Journal reflects the adjustments according to the new contract.

### DISCUSSION:

The City of Hughson contracted with the Sheriff for law enforcement services for a term of five years beginning September 1, 2001. The original contract included a five year extension clause and the City of Hughson exercised this clause on September 1, 2006. The current contract expires on August 31, 2011.

The Sheriff and the City have been meeting over the past several months to negotiate a successor contract. The parties have reached final agreement on all terms and conditions.

## Approval for the Sheriff to Enter into a Contract for Law Enforcement Services with the City of Hughson

This Agreement shall become effective September 1, 2011, and shall continue in full force and effect until June 30, 2013. This two year contract will align the termination of the Hughson contract with the contracts for the City of Waterford and the City of Patterson. The contract was presented and approved by the Hughson City Council on August 8, 2011. The Sheriff has successfully partnered with the City of Hughson in providing law enforcement services for the past 10 years.

Under the new contract (attached) the City will be sharing a police chief with the City of Waterford. Ultimately, the cost of the police chief will be divided into thirds with the City of Hughson, City of Waterford, and Stanislaus County each paying a third of the cost of the chief's salary and benefits. This is an example of collaboration that is becoming more and more necessary in these times of limited resources. The City of Hughson will phase in the new cost of the police chief and will pay approximately \$19,698 or 11% of the cost in Fiscal Year 2011-2012, \$39,396 or 22% of the cost in Fiscal Year 2012-2013 and \$59,094 or 33% of the cost in Fiscal Year 2013-2014. The County will pick up the remaining 22% and 11% of the City's costs in the respective years of 2011-2012 and 2012-2013.

To address the backfill costs, the City will now pay a flat hourly rate of \$29.61, plus associated payroll taxes. Based on the number of shifts backfilled in Fiscal Year 2010-2011 the City could pay approximately \$81,000 and the Sheriff's Department would use Net County Cost savings to pay the difference. The current practice of allowing deputies assigned to Hughson to assist on calls outside the City will continue. If a critical incident occurs in Hughson while the Hughson deputy is assisting outside the City limits the Sheriff's Department will either dispatch another deputy to the scene or will release the Hughson deputy to respond. All other costs for providing law enforcement services are covered by the City of Hughson.

### Other Contract Changes:

- 1) Section 8 - Updated to include the information on the vehicles the City is currently utilizing.
- 2) Section 11 - Contains cleanup language for the reimbursement of supplies. Previously the County provided all supplies, equipment, services and materials needed for its performance of law enforcement services. Now the County will purchase and the City will reimburse the County.
- 3) Section 14 - Adds the provision that the City may be charged booking fees if the County begins to charge these fees to the other cities as outlined in AB1805 - Booking Fee Solution. State Assembly Bill 118 provides funding directly to the County Sheriff's Department to offset some of the Booking Fees costs so the Department will not have to bill cities for the booking of criminals. The County has not billed the City of Hughson during the last 10 years.
- 4) Section 15 - Contains cleanup language related to general liability and unemployment insurance. Previously the contract allocated these costs at \$100 per payroll. The allocation is now based on loss experience and exposure based on Full Time Equivalents (FTEs') as allocated by the County to the Sheriff's Department as part of the annual budget allocation.
- 5) Section 19 - Modifies the end of the year cost "true up" process to reflect current accounting practices. Previously the City paid 1/12 of the contract total and excess revenue over actual costs was retained by the County.

## Approval for the Sheriff to Enter into a Contract for Law Enforcement Services with the City of Hughson

- 6) Section 25 - The City and the County will now share equally the cost for law enforcement services related to the "Hughson Fruit and Nut Festival". The costs for the two day 2011 Festival are estimated to be \$6,000 and split 50/50 between the County and the City.
- 7) Section 32 - Deleted since it is not applicable to this contract. It was applicable in the original contract since it talked about the vacation and sick leave cash out obligations to the existing city police department employees that were let go as a result of the first agreement.
- 8) Exhibit A 2.3 - Modified to reflect the City now picking up the costs related to the Chief of Police and backfill costs. It also describes changing the Swing Shift position to a 4/10 schedule from the traditional 12 hour schedule to provide better staffing coverage.
- 9) Exhibit A 2.4 - Adds a new provision that also addresses the new backfill costs. The City will now pay a flat hourly rate of \$29.61, plus associated payroll taxes. Previously the City did not pay for backfill.
- 10) Exhibit A 2.9.1 - Adds a new provision that shows the cost split for the Chief of Police
- 11) Exhibit B - Updated to include a current inventory of all equipment of the Police Department.
- 12) Exhibit C - Modified to describe the estimated annual costs associated with the provisions of the new contract for 2011-2012.

All other terms and conditions for law enforcement services remain substantially the same as they have been during the 10 year partnership with the City of Hughson.

### POLICY ISSUES:

The Board of Supervisors should determine whether or not approval of this item would be consistent with the Board priorities of A Safe Community and Effective Partnerships.

### STAFFING IMPACTS:

There is no staffing impact associated with this item as all positions assigned to the City of Hughson have been allocated in the current budget.

### CONTACT:

Adam Christianson, Sheriff-Coroner. Telephone: (209) 525-7216.

# County of Stanislaus: Auditor-Controller Legal Budget Journal

Database  
Set of Books

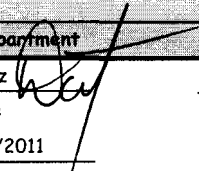
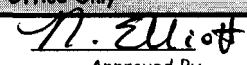
FMSDBPRD.CO.STANISLAUS.CA.US.PROD  
County of Stanislaus

<b>Balance Type</b>	<b>Budget</b>
<b>Category</b>	* List - Text <b>Budget - Upload</b>
<b>Source</b>	* List - Text <b>SO JMS</b>
<b>Currency</b>	* List - Text <b>USD</b>
<b>Budget Name</b>	List - Text <b>LEGAL BUDGET</b>
<b>Batch Name</b>	Text
<b>Journal Name</b>	Text <b>SO JV1112-02 Budget</b>
<b>Journal Description</b>	Text <b>Hughson Adjustment to Contract Rates</b>
<b>Journal Reference</b>	Text <b>Hughson Adjustment to Contract Rates</b>
<b>Organization</b>	List - Text <b>Stanislaus Budget Org</b>

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations decr est revenue	decr appropriations incr est revenue	Upper case MMM-YY	Text		
4	7	5	7	6	6	5							
Fb	0100	0028233	50000	0000000	000000	000000	000000			19,614		SEP-11	Decr Salary
Fb	0100	0028233	50003	0000000	000000	000000	000000			88,844		SEP-11	Decr Sick
Fb	0100	0028233	50010	0000000	000000	000000	000000	14,397				SEP-11	Incr Overtime
Fb	0100	0028233	50020	0000000	000000	000000	000000			15,000		SEP-11	Decr Extra Help
Fb	0100	0028233	52000	0000000	000000	000000	000000			5,808		SEP-11	Decr Retirement
Fb	0100	0028233	52010	0000000	000000	000000	000000			654		SEP-11	Decr FICA
Fb	0100	0028233	52020	0000000	000000	000000	000000			300		SEP-11	Decr Def Comp Part-time
Fb	0100	0028233	53000	0000000	000000	000000	000000			3,228		SEP-11	Decr Health
Fb	0100	0028233	53020	0000000	000000	000000	000000			68		SEP-11	Decr Unemployment
Fb	0100	0028233	54000	0000000	000000	000000	000000			554		SEP-11	Decr Work Comp
Fb	0100	0028233	55100	0000000	000000	000000	000000			216		SEP-11	Decr Uniform
Fb	0100	0028233	55130	0000000	000000	000000	000000			265		SEP-11	Decr Def Comp
Fb	0100	0028233	62600	0000000	000000	000000	000000			4000		SEP-11	Decr Office Supplies
Fb	0100	0028233	62990	0000000	000000	000000	000000			1000		SEP-11	Decr Equipment
Fb	0100	0028233	63000	0000000	000000	000000	000000			1500		SEP-11	Decr Prof and Spec Svc
Fb	0100	0028233	65220	0000000	000000	000000	000000			10000		SEP-11	Decr Capital Lease
Fb	0100	0028233	65780	0000000	000000	000000	000000			500		SEP-11	Decr Educ and Training
Fb	0100	0028233	66280	0000000	000000	000000	000000			2000		SEP-11	Decr Operating Supplies
Fb	0100	0028233	32800	0000000	000000	000000	000000	863				SEP-11	Decr Revenue

**Totals:** 15260      153551

**Explanation:** Adjust Hughson's budget to match the contract

<b>Requesting Department</b>	<b>CEO</b>	<b>Data Entry</b>	<b>Auditors Office Only</b>
Dan Wirtz Signature	 Signature	Keyed by	 Approved By
7/18/2011 Date	09.06.11 Date	Date	9/6/11 Date

**CERTIFICATION**

I hereby certify the foregoing is a true and correct copy of the original document on file in the office of the City Clerk of the City of Hughson.

Dominique Spinale  
City Clerk  
Dated: 8/14/11

**CITY OF HUGHSON**  
**CITY COUNCIL**  
**RESOLUTION NO. 2011-065**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING AN AGREEMENT FOR THE STANISLAUS COUNTY SHERIFF'S DEPARTMENT TO PERFORM LAW ENFORCEMENT SERVICES FOR THE CITY OF HUGHSON AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

**WHEREAS**, In September 2001 the City entered into an agreement with Stanislaus County Sheriff's Department to perform law enforcement services for the City of Hughson; and

**WHEREAS**, In September 2006 the City and County agreed to extend the agreement for an additional five-year period, moving the current contract expiration to August 31, 2011; and

**WHEREAS**, the 2010/2011 estimated cost to the City for law enforcement services was set at \$876,257 and the estimated cost in 2011/2012 is \$929,686; and

**WHEREAS**, in the new contract agreement the City will be sharing a police chief with the City of Waterford and the County has agreed to let the City phase in the new cost of the police chief by charging the City 11% of the costs in 2011-2012, 22% of the costs in 2012-2013 and 33% of the costs in 2013-2014.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby approve the Agreement for the Stanislaus County Sheriff's Department to Perform Law Enforcement Services for the City of Hughson and authorizes the Mayor to execute Agreement.

It is hereby certified that the foregoing Resolution No. 2011-065 was duly introduced and adopted by the City Council of the City of Hughson at its regular meeting held on this 8<sup>th</sup> day of August, 2011 by the following roll call votes: (5-0-0-0)

**AYES:** Carr, Silva, Young, Beekman, and Mayor Bawanana.

**NOES:** None.

**ABSTENTIONS:** None.

**ABSENT:** None.

Approved

Ramon Bawanana  
Ramon Bawanana, Mayor

Attested

Dominique Spinale  
Dominique Spinale, Deputy City Clerk

**AGREEMENT FOR COUNTY TO PERFORM  
LAW ENFORCEMENT SERVICES  
FOR THE CITY OF HUGHSON**

**THIS AGREEMENT**, is made and entered into by and between the County of Stanislaus, hereinafter called COUNTY, and the City of Hughson, hereinafter called CITY, and shall become effective on September 1, 2011.

**RECITALS**

WHEREAS, CITY desires to contract with COUNTY for the performance of law enforcement services and functions within its boundaries; and

WHEREAS, COUNTY agrees to contract with CITY and to perform such law enforcement services and functions as described herein and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the performance by COUNTY for CITY of the law enforcement services and functions referenced herein will require COUNTY to incur certain costs and expenses including, but not limited, to the costs and expenses associated with general liability for the negligent or wrongful acts or omissions of COUNTY, its officers, and employees arising out of the performance of this Agreement and for the costs and expenses associated with workers' compensation arising out of the performance of this Agreement; and

WHEREAS, it is the intent of the parties to this Agreement that CITY shall assume all such costs and expenses, including, but not limited to, the costs and expenses associated with general liability and workers' compensation; in accordance with the terms of this Agreement; and

WHEREAS, the parties to this Agreement have the legal authority to enter into this Agreement pursuant to the provisions of Article I, Chapter 1, Part 2, Division 1, Title 5, Sections 51300, et seq., and Chapter 5, Division 7, Title 1, Sections 6500, et seq., of the Government Code of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

### **TERMS AND CONDITIONS**

1. The aforementioned Recitals are true and correct and are deemed to be terms and conditions of this Agreement.
2. The term of this Agreement shall be from September 1, 2011, through, June 30, 2013 inclusive.
3. Subject to all the terms and conditions of this Agreement, including, but not limited to, any and all additional terms and conditions contained in any exhibit or attachment hereto, COUNTY shall perform, and CITY shall be entitled to have COUNTY perform, such law enforcement services and functions for CITY as are set forth in Exhibit A, attached hereto and incorporated herein by this reference.
4. All persons employed in the performance of this Agreement shall be employees of COUNTY. No person employed by COUNTY hereunder shall have any CITY pension, civil service, or other status or right.
5. No officer, employee or department of COUNTY shall perform for CITY any law enforcement service or function not coming within the scope of the duties of such officer, employee or department in performing such services or functions for COUNTY.
6. The Sheriff will assign a staff person to provide on-site management of the personnel providing law enforcement services to the CITY and provide supervision to County deputies assigned around the City of Hughson, as determined by the Sheriff. The position shall be designated as the Chief of Police Services. The Sheriff may recommend a change in this assignment in which case a recommendation would be forwarded to the City Manager. The City Manager will review the proposed personnel change with the City Council in closed session and the City Counsel's decision will be forwarded to the Sheriff prior to a final determination. The



City council may also initiate the process of replacement of the Chief of Police Services by a majority vote after discussion in closed session. In the event of a vacancy in the position of Chief of Police Services, the Sheriff will provide a list of eligible candidates to the City Manager. The City Manager may review and/or interview the candidates and make a recommendation for appointment to the CITY Council. The Chief of Police Services will attend all CITY staff and CITY council meetings as recommended or requested in order to be available to the community to discuss their needs and to maintain communication and mutual cooperation. This Chief of Police Services will confer with CITY officials regularly to assure local control consistent with this Agreement over the quality and service and in identifying goals and programs that create a safer community. In any pay for performance review the Chief of Police Services must follow the procedures of the County; the Stanislaus County Sheriff's Management Association (SSMA) and may include the City Manager and the Mayor or designee as evaluators in that process.

7. COUNTY will provide all necessary support services for the staff assigned to perform the services under this Agreement with the CITY, including, but not limited to, case management, records management, and specialized training.

8. CITY will provide those services, equipment, facilities, and supplies as is set forth in Exhibit B, attached hereto and incorporated herein by this reference including, the ongoing costs of replacement, repair, insurance, utilities, and any and all costs associated in making them compatible with the equipment of the Sheriff.

The CITY transferred title to the following vehicles and installed equipment to the COUNTY upon the signing of the original agreement in 2001.

1. 1997 Ford Crown Victoria #PD1, Patrol Vehicle
2. 1998 Ford Crown Victoria #PD2, Patrol Vehicle

3. 2000 Ford Crown Victoria #PD3, Patrol Vehicle
4. 2000 Ford Crown Victoria #PD4, Patrol Vehicle

COUNTY agrees to provide said vehicles to the Sheriff for use in providing police services to CITY.

Current Vehicle listing:

1. 2007 Ford Crown Victoria #07-07, Patrol Vehicle Mileage 65,456
2. 2009 Ford Crown Victoria #09-18, Patrol Vehicle Mileage 14,149
3. 2009 Ford Crown Victoria #09-20, Patrol Vehicle Mileage 25,558
4. 2009 Ford Crown Victoria #09-49, Patrol Vehicle Mileage 44,938

COUNTY shall invoice CITY at least quarterly on a cost per mile basis for each vehicle used by Sheriff in providing police services to CITY. Said cost will include gasoline, maintenance and replacement costs of each vehicle. Said costs will be computed annually and will be the same as that charged for other COUNTY vehicles in the same class with an additional charge applied to cover the costs of insurance not already covered in the police service contract with CITY. CITY agrees to provide to or reimburse COUNTY for any decals or special signage that is used to distinguish the vehicles with CITY markings.

COUNTY agrees that upon a termination of this agreement the COUNTY will return to CITY a like number of similarly equipped vehicles with similar equipment based on the standard at the date of termination. Excluded are any enhancements added to the vehicle and paid for by the COUNTY. Similar vehicles and or equipment are defined as a vehicle having the same functionality. Similarities of functionality of vehicles are similar vehicles with a mileage within 5000 miles plus or minus. Any vehicle being leased by the COUNTY at the time of termination that is assigned to CITY, will not be replaced but the CITY will be provided the option of taking over the lease from COUNTY if no other similar vehicle is available. The mileage and

equipment of the vehicles will be recorded on the date of transfer to the COUNTY.

Payment of moneys in paragraph 8 by CITY to COUNTY is in addition to the monthly amount specified in Section 19 of this agreement.

9. CITY, its officers and employees, by this Agreement, shall not assume any liability for the direct payment of any salary or wages to any COUNTY officer or employee performing services hereunder for CITY, nor for the direct payment of compensation or indemnity to any COUNTY officer or employee for any injury to or illness of such officer or employee arising out of his employment by COUNTY, nor for the direct payment of any claims, settlements or judgments resulting or arising solely from any negligent or wrongful act or omission of COUNTY, its officers and employees in performing the services or functions provided for in this Agreement, and COUNTY shall hold harmless, defend and indemnify CITY, its officers and employees from and against each of the foregoing. COUNTY warrants that it is insured, or is permissibly self-insured, for workers' compensation coverage and agrees that its employees providing services to CITY pursuant to this Agreement will be covered by COUNTY'S workers' compensation program or insurance for all injuries arising out of or occurring in the course and scope of their employment. Furthermore, COUNTY shall not pursue any action against CITY, including, but not limited to an action for subrogation, if a COUNTY employee performing service pursuant to this Agreement obtains worker's compensation benefits which may be or are attributable to the conduct or alleged negligent or wrongful act or omission of CITY, its officers and or employees, or dangerous conditions of the street or property of CITY.

10. COUNTY, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of CITY, nor of any officer or employee thereof, nor for any dangerous condition of the streets or property of CITY, and CITY shall hold

harmless, defend and indemnify COUNTY, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting there from or arising out of or in any way connected with any negligent or wrongful acts or omissions of CITY, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement. The provisions of this paragraph are expressly applicable to any and all occurrences which occurred or are alleged to have occurred prior to the effective date of this Agreement.

11. Unless otherwise required by this Agreement, the COUNTY shall purchase all supplies, equipment, services and materials needed for its performance of law enforcement services under this Agreement and the CITY shall reimburse the COUNTY; except that CITY shall, at its own expense, supply any special stationery, supplies, notices, forms, logos, insignias, name tags, badges, and/or uniforms which are to be issued in the name of the CITY.

12. CITY will provide to the COUNTY the use of the current inventory of police equipment as identified in Exhibit B. Said equipment will be used in performance of the law enforcement operations in the CITY and will not be used for non-CITY functions unless approved by the City Manager. Law enforcement mutual aid situations are exempt from this provision. The COUNTY agrees that upon a termination of this agreement the COUNTY will return to the CITY all items that CITY provided to the COUNTY identified in Exhibit B. COUNTY will advise CITY when any item listed in Exhibit B becomes non-serviceable. The CITY and COUNTY agree that Exhibit B may be updated periodically with items no longer needed for law enforcement service returned to the CITY and deleted from Exhibit B. If additional equipment is provided by CITY the item will be added to Exhibit B.

13. COUNTY shall utilize the existing police facility at 7018 Pine Street, Hughson, California to provide law enforcement services to CITY. All costs for utilities and maintenance of said facility shall be the responsibility of CITY. The CITY and COUNTY agree to cooperate in the remodel of the police facility if and when any expansion is needed due to increased use by Sheriff in housing services provided to areas outside of the corporate limits of the CITY.

14. COUNTY agrees that all revenues currently received by the CITY as revenue pertaining to police services or generated by police services will continue to be CITY revenue with the exception of Peace Officer Standards and Training reimbursement, Police Reserve revenue and individual booking fee recovery revenue. The COUNTY makes no commitment to any revenues other than they will not be diverted for COUNTY use by this agreement, except for those excluded above. COUNTY agrees that booking fees may be charged to CITY for arrests made by deputy sheriffs assigned to the Hughson Police Services if the COUNTY charges Booking Fees to the other nine cities as outline in Government Code Section 29550, AB1805 – Booking Fee Solution and County Code Section 4.52.010.

15. Except as otherwise provided in this Agreement, CITY shall pay to COUNTY the entire cost to COUNTY of performing each service and function performed by COUNTY under the terms of this Agreement as set forth in more detail in Exhibit C. Liability and insurance costs shall include a pro rata share of the COUNTY costs incurred in maintaining general and all other applicable liability insurance coverage and in self-insuring for the acts or omissions of the COUNTY, its officers and employees and a pro-rata share of the COUNTY costs incurred in insuring and self-insuring for workers' compensation, general liability and unemployment insurance , which shall be charged on the basis on loss experience and exposure allocated based on Full Time Equivalent (FTEs) as allocated by the COUNTY.

Applicable rates for the services and functions to be performed by COUNTY and to be

charged at the time of execution of this Agreement are set forth in Exhibit C, attached hereto and incorporated herein by this reference. Except as otherwise specified hereafter, the rates charged for the performance of each service or function pursuant to this Agreement shall be recomputed annually and revised accordingly, by COUNTY pursuant to Government Code Section 51350.

In the event salaries and wages of the COUNTY officers and employees are changed at a time not coincident with the time for re-establishment of rates, the rates for salaries and wages set forth in Exhibit C shall be readjusted to reflect the appropriate rates pursuant to the effective date of the Memorandum of Understanding concerning the employees performing this Agreement. In the event insurance costs for COUNTY'S liability or workers' compensation programs are changed at a time not coincident with the time for re-establishment of rates, the rates for COUNTY'S liability program costs set forth in Exhibit C shall be readjusted to reflect the appropriate rates effective thirty (30) days after written notification to CITY

16. CITY shall be notified in writing of the new rates involving salary and wage changes affecting the employees performing this Agreement as established by COUNTY within thirty (30) days after their adoption by the COUNTY, Board of Supervisors.

17. COUNTY designates the Sheriff of Stanislaus County, or his designee, to represent COUNTY in all matters pertaining to the administration of this Agreement. The CITY designates its City Manager, or his designee, to represent CITY in all matters pertaining to the administration of this Agreement. Both CITY and COUNTY will provide the full cooperation and assistance of its officers, agents, and employees to each other in performance of this Agreement.

18. Any notice or notices provided for by this Agreement to be given or served upon the COUNTY shall be given or served by letter deposited in the United States Mail, postage prepaid and addressed to:

STANISLAUS COUNTY SHERIFFS DEPARTMENT  
250 E. HACKETT RD  
MODESTO, CALIFORNIA 95358

Any notice or notices provided for by this Agreement to be given or served upon the CITY shall be given or served by letter deposited in the United States Mail, postage prepaid and addressed to:

CITY OF HUGHSON  
POST OFFICE BOX 9  
HUGHSON, CALIFORNIA 95326

19. COUNTY shall provide CITY within thirty (30) days of the close of each calendar month an estimated statement covering 1/12 (one-twelfth) of the annual contract amount and CITY shall pay COUNTY therefore within thirty (30) days after receipt of such statement. At the end of the twelfth (12th) month COUNTY shall provide a statement of costs for a final reconciliation in each contract year for any amount due either party. If any amount is due either party, the party owing the amount shall pay the other party within thirty (30) days after receipt of such statement. This "true-up" method will be utilized to close each fiscal year for those items listed in Exhibit C. The exception to this is "true up" as it relates to back-fill, which has been addressed in item 2.4 of Exhibit "A".

Notwithstanding any provision of law to the contrary, including, but not limited to Section 907 of the California Government Code if such payment is not received by COUNTY within thirty (30) days after rendition of billing, COUNTY may satisfy such indebtedness from any and all funds of CITY collected by COUNTY, after giving written notice to CITY of COUNTY'S intention to do so. Both parties may, by mutual agreement between the CITY Manager and COUNTY Chief Executive, or their designees, agree that the COUNTY'S submittal to the CITY of a statement of costs for services rendered under this section shall be

made on a monthly basis provided that this method of payment is not inconsistent with any other provisions of this Agreement.

20. All personnel provided by the Sheriff in the performance of this Agreement shall be COUNTY officers and employees while engaged in such performance. The CITY shall have no liability for any salaries, wages, workers' compensation, or incidental personnel expenses to the COUNTY beyond those specified in this Agreement. CITY shall be solely responsible for all liability of any type including but not limited to any salaries, wages, and workers' compensation, associated with employees of the Hughson Police Department prior to the effective date of this Agreement.

21. COUNTY agrees that relevant records shall be made available to the CITY to audit and examine if the CITY requests such audit and examination by contacting the Sheriff or his representative at least ten (10) working days prior to the commencement of the audit and examination.

22. CITY agrees that the staffing provided for by this Agreement will need to increase if there is growth in the population of the CITY. The staffing ratio of law enforcement will be maintained at a minimum of 0.85 officers per 1000 population and CITY shall pay for the costs associated with maintaining said staffing. The adjustments to the contract resulting from such an increase in population shall follow the procedure incorporated in Exhibit A.

23. CITY and COUNTY agree that the proceeds from incidental asset forfeitures that occur in the CITY by a CITY deputy will be paid to the CITY in the same manner as if the forfeiture had been made by a CITY police officer as allocated to the "law enforcement agency" pursuant to California asset forfeiture laws. Any proceeds from a planned activity that occurs in the CITY over which the Sheriff has full control will be shared equally between the CITY and Sheriff unless otherwise agreed upon in advance. The proceeds from a planned and coordinated



activity that occurs in the COUNTY jurisdiction, from an incident that originates within the CITY will be shared equally between the Sheriff and CITY. If assistance is provided to any other law enforcement agency either in the CITY or outside the CITY, by deputies who are on duty within the CITY the Sheriff will make a good faith effort to obtain a share of any forfeiture proceeds for the CITY to offset any use of the officers. The CITY agrees that all money received under this provision will be used only as authorized in sections 11470 et seq., of the California Health and Safety Code.

24. COUNTY reserves the right in the event of any extraordinary circumstances which require extreme expenses, to be able to apply to the CITY for a change in the terms of this Agreement as it pertains to reasonable compensation for these expenses. Extraordinary circumstances would generally be limited to prolonged situations that are outside of or exceed the general scope of local or state mutual aid agreements. Upon such application by COUNTY, CITY agrees to meet and negotiate in good faith with the COUNTY within fourteen (14) days from receiving such application in order to determine the additional terms to be added to this Agreement to compensate COUNTY for such extraordinary expenses.

25. CITY agrees that the CITY will provide additional funds for the policing of any event that the CITY has authorized or given consent to take place if said event requires additional law enforcement services as determined by and in the sole discretion of the Sheriff or his designee.

The CITY and COUNTY shall share equally the cost of services for the annual "Hughson Fruit and Nut Festival."

26. This Agreement shall become effective on September 1, 2011, and shall continue in full force and effect until June 30, 2013, unless and until the Agreement is terminated by either party pursuant to provisions of paragraph 27. At its sole discretion CITY retains the

option to extend this Agreement under the terms and conditions as set forth herein or as modified as provided for herein for an additional two (2) year term by providing notice to COUNTY at the end of the second year of this Agreement.

27. Either party may terminate this Agreement effective the first day of the month of July of any year upon providing notice in writing to the other party not less than one hundred and eighty (180) days prior to the effective date of such termination, provided that such termination shall be subject to all provisions set forth in this Agreement, or any subsequent amendment to this Agreement providing for or concerning settlement upon termination, including, but not limited to, further provisions of this paragraph. Each party agrees that the party terminating this Agreement shall pay the actual damages associated with the termination of this Agreement prior to June 30, 2013. Actual damages are defined as any costs associated with the termination or transfer of employees affected by the early termination of the agreement and any obligations incurred but not yet paid by the party terminating.

28. Default. The parties agree that in the event a party to this Agreement fails to perform pursuant to the terms and conditions of this Agreement, the party to whom an obligation is owed will provide the non-performing party with at least ten (10) days prior written notice of said non-performance, upon which the non-performing party will have the opportunity to comply with the request for performance, or in the event of continued non-performance, the parties further agree to submit their dispute to mediation within thirty (30) days after the presentation of the written notice. In the event the mediation is unsuccessful in facilitating a resolution of the parties' dispute, the parties shall have the right to then pursue any and all available legal remedies.

In the event that a party to this Agreement commences litigation to enforce the performance of this Agreement, the prevailing party shall be entitled to an award of its costs of

litigation, including attorneys' fees.

29. Duties and Obligations Upon Termination. In the event a decision is made to terminate this Agreement pursuant to the provisions of paragraph 27, all parties shall execute any and all documents required by federal, state or county law to effectuate such dissolution.

30. The parties to this Agreement hereby authorize their respective officers and employees to do all things reasonably necessary to accomplish the purposes of this Agreement, including but not limited to, the negotiation and execution of additional agreements.

31. CITY will provide space in the CITY of Hughson police building for other law enforcement purposes in addition to the direct police services in the CITY of Hughson. These services would include the use of the building to provide fingerprinting services to residents of surrounding area. The staffing of patrol and investigative personnel who serve the area around the CITY and other such uses so long as the use would not interfere with the law enforcement services to the CITY.

32. Miscellaneous Provisions.

(a) Modification Only in Writing. This Agreement may not be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is not in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

(b) Entire Agreement. This Agreement contains the entire Agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties above.

(c) Severability. If any portion of this Agreement or application thereof to any

person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state or County statute, ordinance or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

(d) Successors and Assigns. This Agreement shall be binding on and enforceable by and against the parties to it and their respective heirs, legal representatives, successors and assigns.

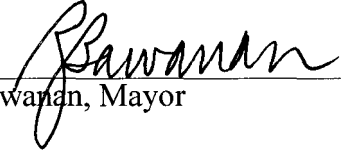
e) Duplicate Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart, executed telecopy, fax or photocopy shall be deemed to be an original instrument, but all of which together shall constitute one and the same Agreement.

(f) Agreement to Perform Necessary Acts. Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be necessary to carry out the provisions of this Agreement.

33. Pursuant to Government code Section 8546.7 CITY and COUNTY shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by CITY to COUNTY under this Agreement. CITY and COUNTY shall retain all records relating to the performance of this Agreement for said three (3) year period as a minimum.

IN WITNESS WHEREOF, COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board of Supervisors and the seal of said Board to be affixed and attested by the Clerk thereof; and CITY has, by order of the CITY Council, caused these presents to be subscribed by the presiding officer of CITY and the seal of CITY to be affixed and attested by the Clerk thereof on the day and year first hereinabove written.

CITY OF HUGHSON

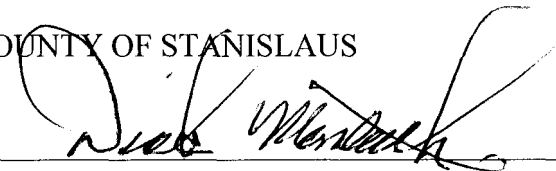
By   
Ramon Bawanan, Mayor


ATTEST:




Dominique Spinale, Deputy City Clerk

COUNTY OF STANISLAUS

  
Dick Monteith, Chairman  
Board of Supervisors

  
Richard W. Robinson  
Chief Executive Officer  
Stanislaus County

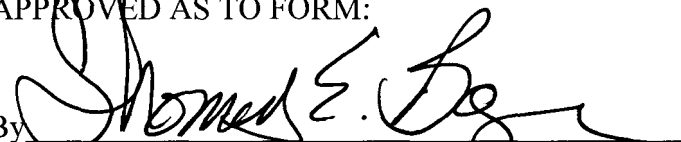
  
Adam Christianson, Sheriff  
Stanislaus County

ATTEST:



Christine Ferraro-Tallman  
Clerk of the Board of Supervisors  
Stanislaus County

APPROVED AS TO FORM:

By 

Deputy County Counsel  
County Counsel

By 

Daniel J. Schroeder  
City Attorney  
City of Hughson

AMENDED EXHIBIT A

SERVICE - GENERAL LAW ENFORCEMENT

1. General Law Enforcement Defined

- 1.1 General Law Enforcement Services consist of Patrol, Investigation, Traffic and all Auxiliary and Technical Service now produced by the Sheriff's Department in support of Patrol and Investigations. Any services of which the COUNTY or Sheriff may be a party, such as a J.P.A. or task force M.O.U. are not included unless specifically established as a provided service within this agreement.
- 1.2 All references to General Law Enforcement Services contained in this Agreement are reference only to services that shall be delivered under the terms of this Agreement.

2. Delivery of Services

- 2.1 The COUNTY through its Sheriff shall provide general Law Enforcement Services within the corporate limits of the CITY.
- 2.2 The Sheriff shall enforce the statutes of the State of California and such Municipal Codes of the CITY as are of the same type or nature as ordinance of the COUNTY which are enforced by the Sheriff in the unincorporated territory of the COUNTY.
- 2.3 Unless otherwise provided for in this agreement, staffing level which will be provided is identified in Exhibit C.
  - a. Patrol One on duty 24 hours/day, 7 days/week *guaranteed*;
  - b. Swing One on swing shift 4/10 schedule, No Backfill.
  - c. Clerical One, normal business hours, 8 hours/day, 5 days/week, 1604 hours per year. No Backfill
  - d. Chief 1/3 of a Chief, normal business hours, split between the County and the City of Waterford

Ancillary Services: STARS Program  
Reserve Program

- 2.4 For all staff contracted for in Exhibit C, the City shall absorb normal absences from work due to sick, vacation, special accrued leave time (SALT), Holiday, training and disability leaves, approximately a total of 476 hours per fiscal year based on the employees actual leave accruals per position. The cost of absorbing these absences will be set at a flat hourly rate of \$29.61, plus associated payroll taxes. The current practice of allowing deputies assigned to Hughson to assist on calls outside the City will continue. If a critical incident occurs in Hughson while the Hughson deputy is assisting outside the City limits the Sheriff's Office will either dispatch another deputy to the scene or will release the Hughson deputy to respond.
- 2.5 The planning, organization, scheduling, direction, supervision, standards of performance and discipline of Sheriff's personnel and all other matters incidental to the delivery of

general Law Enforcement Services to the CITY shall be as determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his or her personnel working in the CITY.

- 2.6 The Sheriff shall give prompt consideration to all requests of the CITY regarding the delivery of general Law Enforcement Services. The Sheriff shall make every effort to comply with these requests if they are considered within good law enforcement practices.
- 2.7 In the event of a dispute between parties regarding the extent of the duties and functions to be rendered or the minimum level or manner of performance of such services, the determination made by the Sheriff shall be final and conclusive.
- 2.8 The CITY and the Sheriff shall each designate a specific individual and alternatives to make or receive requests and to confer upon matters concerning the delivery of general Law Enforcement Services to the CITY.
- 2.9 The Sheriff agrees that the positions assigned to this contract will originally be filled with officers formerly employed by the CITY that have been employed by the COUNTY. The officers filling these CITY positions will remain so assigned for a period of two years unless transferred by mutual consent of the CITY and the Sheriff or through disciplinary action. Any vacancies in the positions provided for in this agreement will be filled using the normal procedures for filling any vacancy within the Sheriff's Office, except that any such assignment will be a minimum of two (2) years. New officers assigned will receive appropriate orientation regarding special characteristics and needs of CITY.
- 2.9.1 The City understands and agrees that the Lieutenant assigned to the CITY of Hughson as its Chief will also have duties and responsibilities, which pertain to County law enforcement and services as the Chief for the City of Waterford. The cost of this position shall be shared by the City and the County as follows:

	CITY of Hughson	COUNTY	OTHER
September 1, 2011 through June 30, 2012	11%	56%	33%
July 1, 2012 through June 30, 2013	22%	45%	33%
July 1, 2013 through June 30, 2014	33%	34%	33%

The County will ensure that adequate time is provided through this position to properly manage the Hughson law enforcement operation. If the time allocation changes significantly for either party, the parties will meet and confer over any adjustments to this cost sharing formula.

### 3. Service Level

- 3.1 The CITY will each year, ninety (90) days prior to the yearly anniversary of the contract, request of the Sheriff, in writing, the specific type and level of staffing of Law Enforcement Services for the succeeding year and its understanding of the cost of such services. An affirmative reply from the Sheriff will constitute an agreement effective immediately.
- 3.2 Attached hereto and incorporated by reference herein is the level of service requested by the Hughson City Council for fiscal year as set forth in Exhibit C.



## EXHIBIT B

The following inventory of the major items of the Police Department:

### **Office: Chief**

1. 1-black leather chair **(In Records)**
2. 1-Motorola HT 750 portable radio, serial #672TAW2150, with charger **(Listed in 2007 Inventory)**
3. 1-Streamlight flashlight SL20, serial #UG729855 with charger

### **Office: Lieutenant (Fidel's Office)**

1. 1-Streamlight flashlight SL20, serial #00233445, with charger
2. 1-Streamlight Stinger flashlight, serial #279402, with charger
3. 4-locking drawer file cabinets **(In Records)**
4. 1-Hale meg-a-phone, serial # 21269 **(Still have)**
5. 1-Bogen tripod, serial #none **(Still have)**
6. 1-Motorola portable radio HT750, serial #672TANU940 **(Listed in 2007 Inventory)**
7. 1-Panasonic pencil sharpener, serial # none **(Report Writing Room)**
8. 1-black riot style helmet
9. 3-blue cloth wood chairs **(Lobby)**
10. 1-wooden coffee table **(Lobby)**
11. 1-Rugged Exposure Binoculars 12 x 50 serial #none, with case

### **Office: The Locker Room)**

1. 1-Motorola HT750 portable radio w/charger serial #672TANU943**(Listed in 2007 Inventory)**
2. 1-Brown Cloth Desk Chair **(Locker Room)**
3. 1-Streamlight SL20 Flashlight w/charger serial #00233446
4. 1-Riot Helmet

**Interview Room:**

1. 1-Motorola HT 750 portable radio, serial #672TAW2149, with charger & mic (**Listed in 2007 Inventory**)
2. 1-Motorola HT 750 portable radio, serial #672TANN510, with charger & mic (**Listed in 2007 Inventory**)
3. Streamlight SL20 flashlight, serial #00233438 with charger
4. Streamlight SL20 flashlight, serial #00233439 with charger
5. 1-black riot style helmet
6. 1-gray 4 drawer file cabinet

**Office: Computer Room**

1. Mitron System MSC300T (Radar Data Recorder Device) serial #60309(**In Fidel's Office**)
2. Wood Table w/sliding doors (**Under Refrigerator in Patrol Room**)
3. Metal File Organizers
4. Upright 2 door metal cabinet (**In Locker Room behind door**)
5. Wooden Fixed Finger Print Kit (**In Records**)
6. Wall Mount Corkboard(**On wall in Patrol Room**)

**Office: Patrol Room**

1. Motorola HT 750 portable radio serial #672TAW2102 with charger & mic (**Current Inventory**)

**Office: C.L.E.T.S. Room (Extra Help Station)**

1. Pelouze Pelstar 5 Brown Scale Digital(**Evidence Room**)
2. 2-Blue Cloth chairs (**Chief's Office**)
3. Rugger Exposure Binoculars

**Office: Front Lobby (This was City Hall)**

1. Secondary Records Computer System consisting of:

Kentech 486 Computer serial #776536  
Acerview 7134T Monitor serial #M134T204990  
Keytronic E03601QL Keyboard serial #J943111655  
Microsoft 2.0A Mouse serial #1689422

2. Sharp ELZ603G Calculator serial #3C049336 (Chief's Office)

<b>Manufacturer</b>	<b>Model</b>	<b>Caliber</b>	<b>Action Finish</b>	<b>Serial Number</b>
Remington	870	12 Gauge	Pump Blue	W793194M
Remington	870	12 Gauge	Pump Blue	W223517V
Remington	870	12 Gauge	Pump Blue	W100894V
Remington	870	12 Gauge	Pump Blue	V793203V
Remington	870	12 Gauge	Pump Blue	V682925V
Remington	870	12 Gauge	Pump Blue	V679530V
Remington	870	12 Gauge	Pump Blue	T336643V
Remington	870	12 Gauge	Pump Blue	T198803V

## Vehicles

### Original agreement in 2001:

1. 1997 Ford Crown Victoria #PD1, Patrol Vehicle
2. 1998 Ford Crown Victoria #PD2, Patrol Vehicle
3. 2000 Ford Crown Victoria #PD3, Patrol Vehicle
4. 2000 Ford Crown Victoria #PD4, Patrol Vehicle

### Vehicles as of May 2011:

1. 2007 Ford Crown Victoria #07-07 Patrol Vehicle Miles 65,456
2. 2009 Ford Crown Victoria #09-18 Patrol Vehicle Miles 14,149
3. 2009 Ford Crown Victoria #09-20 Patrol Vehicle Miles 25,558
4. 2009 Ford Crown Victoria #09-49 Patrol Vehicle Miles 44,938

MODEL	SERIAL #	MODEL #	
<b>DEPUTIES'S OFFICE</b>			
18V COMPACT DRILL KIT	B29AH08415696		
CANNONDALE BICYCLE	R026076		
CANNONDALE BICYCLE	R027545		
CANON DIGITAL CAMERA		EOS1	
COMPUTER SPEAKERS	11870ALUS0021855		
DIRECTIONAL GENESIS RADAR	GVP03664		
GENESIS VP RADAR	XAA012		
GENESIS VP RADAR	GVP02717		
HP COLOR LASERJET 4600DN	JPBKB16446		
HP SCANJET 5550C SCANNER	SG41X3108R		
HP SCANJET SCANNER	CN18M1G11W		
IN FOCUS PROJECTILE	AHHP40300148		
JUMP START CHARGER		38391	
KEYBOARD	KFKEA4SA		
LASER JET 2200DN PRINTER	JPBGC20580		
MEGA PHONE	M21269		
MICROSOFT MOUSE		1013	
MICROSOFT WIRELESS MOUSE		1008	
MITRON SYSTEM		MSC3000	
MITRON SYSTEM	50386		
MITRON SYSTEM	60309		
MITRON SYSTEM MPH READER	1973	680310	
MOTOROLA PORTABLE RADIO	687TGW023		
MOTOROLA PORTABLE RADIO	672HFJ6711		
SANYO VIDEO RECORDER		87810151	
SONY CAM CORDER		449694	
SONY KEYBOARD	E97600		
SONY MONITOR	SDMH593		
SONY TOWER		3015577	
STALKER RADAR	SP008019		
SUPERCUIITS		MON21C3	
TINT METER INSPECTOR	LL2960027282		
TOSHIBA TV	91582230A	MV20FM3	
<b>LOCKER ROOM</b>			
8PORT GIGABIT SWITCH	SRW2008P		
ACER MONITOR		95202314943	
DELL KEYBOARD	ON242F		
DELL MOUSE	10P027LG		
DELL TOWER	BZJ1VK1		
REGULATED POWER SUPPLY	RPS1210		
WIRE OUTLET		9300776	
<b>PATROL ROOM DESK</b>			
HP MONITOR	CNP514J33Q		Lease
HP MOUSE		308059452	
HP TOWER	2UB5200C1R		Lease
IMPRES ADAPTIVE CHARGER`	V340WPLN4114AR		
MOTOROLA BATTERY	003AUC2NTN9858C		
MOTOROLA XTS PORT RADIO	407CKT6678		
<b>CLETS DESK</b>			

DELL KEYBOARD	035KKW		
HP MONITOR	CNP514J2W		Lease
HP TOWER	2UB4460B3		Lease
KODAK EASY SHARE	KCGET61006506		
LOGITECH MOUSE	LHL01558655		

**DEPUTY'S DESK**

CHARGER	CH002234		
HP KEYBOARD		355630001	Lease
HP MONITOR	CNP512X1PK		Lease
HP MOUSE		323614001	
HP TOWER	2UB5200C1Q		Lease
IMPRES RADIO CHARGER	3776739267MKV03		
MOTOROLA PORTABLE RADIO	407CKT6728		
STALKER II RADAR	AS005854		

**DEPUTY'S DESK**

HP KEYBOARD		43502001	Lease
HP MONITOR	CNP514J33F		Lease
HP MOUSE		417966001	
HP TOWER	2UA81308BJ		Lease
MOTOROLA PORT RADIO	672TAW2149		
MOTOROLA RADIO BATTERY	AU51NTN9858C		
PROVIEW MONITOR	F6MZ51117974U		

**DEPUTY'S DESK**

BOSTITCH STAPLER	103J62T		
HP COLORLASERJET4600DB	JPHMF46326		
HP KEYBOARD		352750001	Lease
HP MONITOR	CND8082V30		Lease
HP MOUSE		417966001	
HP TOWER	2UB52005CF		Lease
MOTOROLA PORT RADIO	672TANU943		
OLYMPUS RECORDER		100118531	
POLYCOM	H8084102B75C		
XEROX HOLE PUNCH	SN031505		

**PATROL'S SUPPLY ROOM**

EPAS	MODEL NN0181		
SUNBEAM SCALE	MODEL DC4102		

**RECORDS**

FELLOWES	HRL125041207WB0010738		
FUJITSU SCANNER		523284	
HP MONITOR	CND8082V2J		Lease
HP MOUSE		334684002	
KODAK DIGITAL CAMERA	KCGET52828787		
KODAK DIGITAL CAMERA	KCGET52828788		
LASERJET2100M	USGN00532		
LD330 COPY MACHINE	M1075700307		
LOGITECH KEYBOARD	MCT24411563		
MICROSOFT TOWER		23065028	
MOTOROLA STATIONAL RADIO	GCN6113B		
PANASONIC PENCIL			
SHARPENER	KP100		

**CLERK'S DESK**

ATTECH COMPUTER	00300820	City Tag #05059	
AVAYA HEADPHONE	BG957139		
HP KEYBOARD		352750001	Lease
HP LASERJET1200 SERIES	CNBRH68268		
HP MONITOR	CNP512X1PV		Lease
HP TOWER	2UB52005CD		Lease
MICROSOFT MOUSE	X0800412106		
MICROSOFT WINDOW TOWER		300820	
MINI STREAM LIGHT	20186660		
PANASONIC ELECTRIC STAPLER		234293	
PANASONIC RECORDER	WH4JA001035		

**CHIEF'S OFFICE**

HP KEYBOARD	BC2AA0ES9VPM2Q		Lease
HP MONITOR	CNP512X1XW		Lease
HP TOWER	2UA81308BK		Lease
MICROSOFT WIRELESS MOUSE	2003DJPD0169		
TECH SOLUTIONS SHREDDER	???		
TOSHIBA TELEVISION	82795109C	Model #MW24FM3	Broken - No Picture

**ARMORY**

GLOCK 22	FCH718		
GLOCK 22	FCH717		
GLOCK 22	EXH702		

**RADIOS**

MOTOROLA PORTABLE RADIO	672TANU940		
MOTOROLA PORTABLE RADIO	672HFJ6725		
MOTOROLA PORTABLE RADIO	687TGWE024	HPD#2 Tag #82678	
MOTOROLA PORTABLE RADIO	687TGWE025	HPD#3 Tag #82669	
MOTOROLA PORTABLE RADIO	672HCG5735		
MOTOROLA PORTABLE RADIO	672TAW2102		

**MISCELLANEOUS**

ADC MONITOR	T780KMGHCAAON		
BROTHER TYPEWRITER	U53080H2E385695		
COMPAQ KEYBOARD	B1640BBUBUGCDVS		
COMPAQ MOUSE	B04AB0H58F00ZGF		
DELL TOWER	JKXB001		
HP MOUSE		334694002	
KEYBOARD	50KFKEA45A96H100387984		
KEYBOARD	Q011238147		
LOGITECH MOUSE	CHL01561276		
MOTOROLA SCANNER RADIO	159TTG4639		

## EXHIBIT C

07/18/11

### STANISLAUS COUNTY SHERIFF'S DEPARTMENT CONTRACT RATES FOR

#### CITY OF HUGHSON 2011/2012

	2010/2011	2011/2012	VARIANCE	%
<b>STAFFING</b>				
Lieutenant (Hughson funds 0% in 10/11; 11% in 11/12)	1	0.33	(0.67)	-67%
Deputy Sheriff/Patrol	4	4	0	0%
Deputy Sheriff/Swing (4/10 schedule)	1	1	0	0%
Legal Clerk	1	1	0	0%
<b>Total Officers including Lieutenant</b>	<b>6</b>	<b>5.33</b>	<b>(0.67)</b>	<b>-11%</b>
<b>Officers per 1,000 based on Population of 6,240</b>	<b>0.96</b>	<b>0.85</b>	<b>(0.11)</b>	<b>-11%</b>
<b>TOTAL SALARY AND BENEFITS</b>	<b>605,040</b>	<b>679,057</b>	<b>74,017</b>	<b>12%</b>
<b>OVERTIME/PER DIEM</b>	<b>58,207</b>	<b>47,794</b>	<b>(10,413)</b>	<b>-18%</b>
<b>SERVICES AND SUPPLIES</b>	<b>43,700</b>	<b>30,375</b>	<b>(13,325)</b>	<b>-30%</b>
<b>INTERNAL SERVICE FUND</b>				
Liability Coverage	12,880	23,140	10,260	80%
Communication Services	105,190	108,500	3,310	3%
A87 Overhead	1,240	820	(420)	-34%
<b>PATROL VEHICLE CHARGES (rates below)</b>	<b>Estimated: 50,000</b>	<b>40,000</b>	<b>(10,000)</b>	<b>-20%</b>
<b>TOTAL COST OF CITY'S CONTRACT:</b>	<b>876,257</b>	<b>929,686</b>	<b>53,429</b>	<b>6%</b>
<hr/>				
Costs Not Paid by CITY for Lieutenant (22%)	159,233	39,396	(119,837)	-75%
OVERTIME & EXTRA HELP-Billed (Grants, Schools, Security)	18,857	16,063	(2,794)	-15%
<b>GRAND TOTAL of CITY and COUNTY CONTRACT:</b>	<b>1,054,347</b>	<b>985,145</b>	<b>(69,202)</b>	<b>-7%</b>

Type of Vehicle	Fuel, Repairs & Maint per mile	Replace-ment per mile	Total per mile
Patrol Car	0.47	0.26	0.73
Intermediate Sedan	0.31	0.18	0.49
Full Size Sedan	0.44	0.22	0.66
SUV Patrol	0.56	0.32	0.88