

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

DEPT: Sheriff

BOARD AGENDA # \*B-4

Urgent  Routine

AGENDA DATE December 3, 2013

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

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

STAFF RECOMMENDATIONS:

1. Authorize the Chair of the Board and the Sheriff to sign a contract with the City of Hughson and the City of Waterford for the Sheriff to continue providing general law enforcement services in each respective city.
2. Direct the Auditor Controller to make the appropriate budget modifications as indicated on the attached budget journal.

FISCAL IMPACT:

The estimated cost for the provision of staffing, overtime, services and supplies, SR911 Dispatch services, patrol vehicle and internal service fund charges will be \$1,121,333 for the City of Hughson and \$1,478,777 for the City of Waterford. This is a 3% increase for the City of Hughson and a 6% increase for the City of Waterford over the 2012-2013 Fiscal Year budget.

Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2013-599

On motion of Supervisor Withrow, Seconded by Supervisor O'Brien, and approved by the following vote,

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

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:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No. C-8-B-4, C-9-B-5

**FISCAL IMPACT CONTINUED:**

Of the total estimated revenue, the City of Hughson will reimburse the County \$1,004,715, agreements for school security and security of contractual events will fund \$16,923 and \$99,695 will be reimbursed by the Supplemental Law Enforcement Services Fund. The contract includes funding from the City of Hughson for an additional .5 Sergeant (the other .5 of the Sergeant is currently budgeted with the City of Waterford). The City of Waterford will reimburse the County an estimated \$1,474,794, agreements for school security and security of contractual events will fund an estimated \$3,983.

Estimated revenue of \$2,593,537 and appropriations of \$2,609,005.73 have already been included in the Sheriff's Department Fiscal Year 2013-2014 Adopted Final Budget approved by the Board of Supervisors on September 10, 2013. Due to prior year end carry over of encumbrances, it is requested the Sheriff – Contract Cities budget be increased in revenue by \$6,573 and decreased in appropriations by \$8,895.73.

**DISCUSSION:**

The County currently has law enforcement contracts with four incorporated cities which include the Cities of Hughson, Waterford, Patterson and Riverbank. With the exception of Riverbank, all of the other law enforcement agreements expired at the end of the 2012-2013 Fiscal Year and have been operating on a month to month basis. The Sheriff, with requests from the Cities of Hughson, Waterford and Patterson, extended the existing law enforcement agreements under the same terms and conditions until new multi-year agreements were prepared and approved for renewal.

In anticipation of the expiration of the law enforcement agreement, staff from the Sheriff's Department, County Counsel, Chief Executive Office and the Cities began discussions on the new contract. The County met with all four cities about having a standardized agreement so that they were all in similar format for simplicity and consistency with exhibits customized to each city's desired level of service and accompanying staffing plan, property inventory and annual budget.

The negotiation with the cities in working toward a standardized agreement delayed completion of the contract by the expiration date. Upon agreement on the contract language, the Cities of Hughson, Waterford and Patterson took the contract to their respective councils. While the City of Riverbank was included in the review of the contract, their current contract does not expire until June of 2015.

The Contract was approved by the City of Hughson on October 28, 2013 and the City of Waterford approved the contract on November 7, 2013. The City of Patterson met on November 19, 2013 and continued the agenda item for more information. Additional meetings will be held with the City of Patterson to assist with any additional information

needed. It is the intent to take the Contract back to the Council for approval in January 2014.

The Contract with the City of Hughson and City of Waterford are for three year terms and are effective July 1, 2013, through June 30, 2016. No later than six months prior to the expiration of the term the County and cities shall meet and confer in good faith. If the negotiations are not completed, the Sheriff is authorized to extend the Agreement for two terms of three months each. The proposed contract also includes a change from 2 years to 180 day written notice requirement for termination. This termination clause can be exercised by either party.

No later than July 1 of each year, the City and the Sheriff's Department shall sign new Exhibits A, B & C and attach them to the agreement as an amendment. The City may request a change in the level of service at any time by submitting a written request to the Sheriff's Department and through a meet and confer process.

Other changes include modifications to the cost of the accumulated leave accrual for the Chief of Police upon that employee vacating the Chief of Police position for any reason. The city's share is defined as the percentage of time assigned to the city of the total actual leave accrual. As an example, if a Chief begins with a city with 10 years of experience, and works for the city for another 10 years, the city would only pay for 50% of the total accumulated leave accrual time. Furthermore if the city contracts for 33% of the Chief's time, only 33% of the 50% would be charged to the city.

The cities will reimburse the County costs to provide services. The goal of the Sheriff is to reconcile the contract costs on a monthly basis and return any excess to the city at the end of each contract year. Conversely if there is any additional amount owing, the city will remit payment to the County. Through increased oversight and management of the contract the city will only pay for the services used except for the mileage fees collected, which will be retained by the County and fund replacement vehicles.

In an analysis of the charges to the cities, it has been determined that there are indirect costs that have not been charged to the cities that the Sheriff's Department absorbs. Examples of these additional costs include administration, internal affairs, technology, human resources, backgrounds, training, property and evidence and records. Although the County is not requesting the cities to pay for any of these indirect costs at this time, language in the contract states that budgeting issues may require the County to capture those additional costs for administration in the future. If that time comes, the County's administrative costs will be charged to the cities, if at all, through an amendment of the Exhibits.

All other terms and conditions for law enforcement services remain substantially the same as they have been during the years of partnership between the cities. The agreements have been both beneficial to the cities and to the Sheriff's Department.

**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:**

The City of Hughson is adding .5 of a Sergeant who will be in the field as an added uniformed presence and will supervise the assigned deputies that provide law enforcement services. Currently the City of Waterford has .5 of a Sergeant. The Cities of Hughson and Waterford will share this position. There is no staffing impact associated with this item as all positions assigned to the Cities of Hughson and Waterford have been allocated in the current budget.

**CONTACT:**

Adam Christianson, Sheriff-Coroner

209-525-7216

Database  
Balance Type  
Data Access Set

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

DO NOT CHANGE  
DO NOT CHANGE  
DO NOT CHANGE

Ledger  
Budget  
Category  
Source  
Currency  
Period  
Batch Name  
Journal Name  
Journal Description  
Journal Reference  
Organization  
Chart Of Accounts

\* List - Text County of Stanislaus  
List - Text LEGAL BUDGET  
\* List - Text Budget - Upload  
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Text Adj Hughson budget to Contract  
Text Hughson 2013-16 Contract  
List - Text Stanislaus Budget Org  
Accounting Flexfield

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Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text
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	0100	0028233	50010	0000000	000000	000000	00000		89016	Decr Overtime
	0100	0028233	52000	0000000	000000	000000	00000	22111		Incr Retirement
	0100	0028233	52010	0000000	000000	000000	00000		3598	Decr FICA
	0100	0028233	53000	0000000	000000	000000	00000	10014		Incr Health Insur
	0100	0028233	53020	0000000	000000	000000	00000	25		Incr SUI
	0100	0028233	54000	0000000	000000	000000	00000	1660		Incr Work Comp
	0100	0028233	55100	0000000	000000	000000	00000	635		Incr Uniform Allow
	0100	0028233	63000	0000000	000000	000000	00000		77.34	Decr Prof Services
	0100	0028233	63280	0000000	000000	000000	00000	330		Incr Contracts
	0100	0028233	65100	0000000	000000	000000	00000		818.16	Decr Rents & Leases
	0100	0028233	66280	0000000	000000	000000	00000		213.62	Decr Oper Supplies
	0100	0028233	32800	0000000	000000	000000	00000	2487		Decr LE Serv Rev
								78614	93723.12	

Totals: 78614 93723.12

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Adjust the Hughson Law Enforcement Budget to match approved Law Enforcement Contract

Requesting Department	CEO	Data Entry	Auditors Office Only
Prepared by	<i>D. Foster</i> Supervisor's Approval 11-21-2013	Keyed by	<i>[Signature]</i> Approved By 11/22/13
Date	Date	Date	Date

Database  
Balance Type  
Data Access Set

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

DO NOT CHANGE  
DO NOT CHANGE  
DO NOT CHANGE

Ledger  
Budget  
Category  
Source  
Currency  
Period  
Batch Name  
Journal Name  
Journal Description  
Journal Reference  
Organization  
Chart Of Accounts


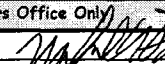
\* List - Text County of Stanislaus  
List - Text LEGAL BUDGET  
\* List - Text Budget - Upload  
\* List - Text  
\* List - Text USD  
List - Text DEC-13  
Text  
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DO NOT CHANGE  
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Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text	
		0100	0028232	50000	0000000	000000	000000	00000	5464	Incr Salaries	
		0100	0028232	52000	0000000	000000	000000	00000	2728	Incr Retirement	
		0100	0028232	52010	0000000	000000	000000	00000	418	Incr FICA	
		0100	0028232	61600	0000000	000000	000000	00000		250 Dec Maint Equip	
		0100	0028232	63280	0000000	000000	000000	00000	450	Incr Contracts	
		0100	0028232	65100	0000000	000000	000000	00000		0.03 Dec Rents & Lease	
		0100	0028232	66280	0000000	000000	000000	00000		109.58 Dec Oper Supplies	
		0100	0028232	32800	0000000	000000	000000	00000		9060 Incr LE Serv Rev	
Totals:									9060	9419.61	

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Adjust the Hughson Law Enforcement Budget to match approved Law Enforcement Contract

Requesting Department		CEO	Data Entry	Auditors Office Only
Prepared by		Supervisor's Approval	Keyed by	Prepared By 
Date	11-21-2013	Date	Date	Approved By 11/22/13 Date

STANISLAUS COUNTY  
LAW ENFORCEMENT SERVICES  
AGREEMENT

City of Hughson  
2013-2016

**STANISLAUS COUNTY**  
**LAW ENFORCEMENT SERVICES**

**AGREEMENT**

THIS AGREEMENT, is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California (hereinafter referred to as "County"), and the City of Hughson, a municipal corporation, (hereinafter referred to as "City"), (the County and City are each sometimes referred to herein as a "Party," and collectively as "Parties.")

**RECITALS**

WHEREAS, City desires County to perform law enforcement services and functions within its boundaries; and

WHEREAS, County agrees to perform such law enforcement services and functions as described herein and pursuant to the terms and conditions hereinafter set forth; 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.*, and section 55632 of the Government Code of the State of California.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Term. The Term of this Agreement shall be July 1, 2013, though June 30, 2016 (the "Term") unless sooner terminated or extended as provided for herein.
  - A. Extension. No later than six months prior to the expiration of the Term, the Parties shall meet and confer in good faith regarding the extension of the Term. If the negotiations are not completed, the Sheriff is authorized to extend this Agreement for two terms of three months each.
2. Termination. Either Party may terminate this Agreement, without cause, upon 180 days written notice to the other Party.
  - A. Termination Process.
    - i. Transition Plan. Upon expiration of the Term or upon receipt of notice of termination, the Parties may prepare and implement a transition plan that quickly and orderly transitions the law enforcement responsibilities from the County to the City. The transition plan should be completed no later than three months following the termination date. The transition plan may identify and address personnel, equipment, workload, on-going investigations, and any other issues related to the transition. The City and County shall agree to the cost of developing and implementing the transition plan and the City shall pay the agreed upon amount.



3. Law Enforcement Services.

A. County shall provide, within the corporate limits of the City, general law enforcement services and functions of the type coming within the jurisdiction of, and customarily rendered by, the Stanislaus County Sheriff under the statues of the State of California, and under the municipal codes of City. The County shall provide only those general law enforcement services set forth in the General Law Enforcement Service Request attached hereto as Exhibit A.

B. No later than July 1 of each year, the City and the County shall sign new Exhibits A, B & C and attach them to this Agreement as an amendment. The City may request a change in the level of service at any time by submitting a written request to the County. County will meet and confer with the City to discuss the change within 30 days of the request and, if appropriate, prepare new Exhibits for signature by the Parties, which shall be attached as an amendment hereto.

C. If the City is unable to fund this Agreement in its entirety, the City will notify the County in writing at least 60 days prior to any proposed changes regarding the level of service set forth in Exhibit A. The County will make a reasonable effort to accommodate the service level changes requested by the City.

4. Reporting.

A. Activity Reports. Each month the County will provide standard reports to the City through the Chief of Police, reporting the monthly statistical crime and response and community policing information occurring within the City limits. The parties shall meet and confer regarding the content of the monthly reports.

B. Media Releases. The County will prepare news releases concerning major crime investigations within the City and will send a copy of the release to the City within a reasonable time prior to its release to news outlets.

5. Compensation.

A. Contract Amount.

i. City shall pay the County's actual cost to provide the City the general law enforcement services set forth in Exhibits A, B, and C. The term "actual cost" includes the cost associated with absences from work due to sick, vacation, special accrued leave time (SALT), holiday, training and disability leaves or other leaves; and payments made by the County to personnel assigned to City for accrued leave time upon retirement or separation of service.

1. City acknowledges that the City historically has not directly or indirectly compensated the County for the administrative costs incurred by the County in providing the additional staff support services required to provide the services to the City and which administrative costs would not be incurred in the absence of the existence of this Agreement. These so far un-captured support services costs

include, but are not limited to; case, property and records management, crime scene identification, administration, information technology, background checks, internal affairs, human resources, payroll, financial and specialized training. Although the County is not at this time requesting the City to pay administrative costs, the County anticipates budgeting issues may require it to capture those additional costs in the future. The County's administrative costs will be charged to the City, if at all, through an amendment of the Exhibits.

- ii. The City shall compensate the County for its services under this Agreement at the rates and in the estimated annual amount forth on Exhibit C, (the "Annual Contract Amount"). At the close of each fiscal year, County shall re-establish the rates and the estimated Annual Contract Amount and revise Exhibit C accordingly.
- iii. In the event salaries, wages and benefits of the County officers and employees are changed at a time not coincident with the close of the fiscal year, the rates for salaries and wages set forth in Exhibit C and the rates and estimated Annual Contract Amount shall be readjusted to reflect the appropriate rates. In the event insurance costs for County 's liability or workers' compensation programs are changed at a time not coincident with close of the fiscal year, the reimbursement rates for County 's liability program set forth in Exhibit C shall be readjusted to reflect the appropriate amounts, which the City shall pay effective 30 days after written notification to City.
- iv. City shall pay the County's insurance costs attributable to the services provided under this Agreement, including but not limited to, general liability, self-insurance, unemployment and worker compensation.
- v. The City shall pay its share of the accumulated leave accrual of the Chief of Police upon that employee vacating the Chief of Police position for any reason. The City's share shall be defined as the percentage of time assigned to the City of the total actual leave accrual.

B. Billing.

- i. 30 days after the close of each calendar month, County shall deliver to City a statement covering 1/12 (one-twelfth) of the estimated Annual Contract Amount and City shall pay County the amount stated thereon within 30 days after receipt of the statement. At the end of each quarter (March, June September, and December) County shall calculate its actual cost to provide services under this Agreement for that quarter and provide a quarterly statement of actual costs to the City. At the close of the fiscal year the County will provide the City with a final reconciliation ("true-up") showing the amount due either party. The party owing shall pay the other party within 30 days after issuance of the final reconciliation statement.
- ii. Notwithstanding any provision of law to the contrary, including, but not limited to section 907 of the California Government Code. If any amount due to County from City is not received by County within 30 days after the date 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.

6. Revenues.

A. 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 (POST) reimbursement, Police Reserve revenue and individual booking fee recovery revenue. The County makes no commitment to any revenues other than that the revenues will not be diverted for County use by this Agreement, except for those excluded above.

B. Booking fees may be charged to City for arrests made by deputy sheriffs assigned to the City 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.

C. The proceeds from incidental asset forfeitures that occur in the City by a City assigned deputy shall be allocated to the "law enforcement agency" or City pursuant to California asset forfeiture laws. Any proceeds from a planned activity that occurs in the City over which the County 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 County 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 County 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.

7. Organization. County will provide the services to be performed herein through the following staffing:

A. Chief of Police.

- i. Appointment Process: The position of Chief of Police will be filled in accordance with County policy and employee collective bargaining unit contracts. The County shall provide a list of Lieutenants qualified to serve as the Chief of Police for the City. The City may interview the candidate(s) and provide the County with the City's recommendation of the candidate to be appointed as the Chief of Police. After considering the recommendations of the City, the County will assign a Lieutenant who will act as the Chief of Police (the "Chief of Police").
- ii. Replacement Process. The County may replace the Chief of Police after 90 days written notice to the City. The County will remove the Chief of Police within 30 days of receipt of a written request from the City stating the reasonable cause for said request. Upon the City's request, the County shall temporarily appoint a person as acting Chief of Police and fill a vacant Chief of Police position within 60

days of receipt of the City's request and in accordance with County policy and employee collective bargaining unit contracts as described in 7(A)(i).

- iii. Service Expectations. The Chief of Police will generally manage law enforcement activities on behalf of the City. The Chief of Police will coordinate the delivery of law enforcement services under this Agreement and manage and supervise the personnel assigned to provide law enforcement services to the City. The Chief of Police, or designee, will attend all City Council meetings and will be available to City Staff at all reasonable times. The Chief of Police will meet with City officials on a periodic basis, the frequency of which will be determined by the City, to assure local control over the quality and service and to identify goals and programs to create a safer community.

B. Assigned Sergeants. In addition to the Chief of Police, the County may assign one or more Sergeants to work within the City to assist the Chief of Police to assist with the supervision of other assigned personnel, and to provide law enforcement services to the City. The number of Sergeants assigned shall be indicated in Exhibit A.

C. Assigned Deputies. The County shall assign Deputy Sheriffs to provide law enforcement services to the City, in the number indicated in Exhibit A.

D. Other Staff. The County shall assign other departmental staff necessary to provide the law enforcement services required to be performed herein as indicated in Exhibit A.

8. Administration of Personnel.

A. Independent Contractor. The County is acting as an independent contractor under this Agreement so that:

- i. This agreement does not create any relationship of employer or employee, or principal and agent between City and County or any of County's agents or employees. All persons employed in the performance of this Agreement shall be employees of County for all purposes. No person employed by County hereunder shall have any status, right or privilege of City employees, including, but not limited to, City pension, or City civil service.
- ii. 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.
- iii. 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 at the sole discretion of the County and the Sheriff. The Sheriff shall retain exclusive authority over the activities of his or her personnel and equipment working in the City.

- iv. The night, day and evening patrol, supervisory and clerical shifts shall be established by the Sheriff after consultation with the City Manager.
- v. All employment matters relating to County employees assigned to the City will be handled in accordance with County policy and procedures and employee bargaining unit contracts, including, but not limited to, officer complaints, discipline, promotion and duty assignments.
- vi. Any pay for performance review of County personnel assigned to provide services under this Agreement shall follow the procedures of the County and the Stanislaus County Sheriff's Management Association (SSMA). The City may participate in the performance reviews of the assigned Chief of Police as an evaluator, by notifying the County of their assignment of one or more of the following participants or their designee: the City Manager, the Mayor, or City Council member.
- vii. 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.
- viii. 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.

B. City's Right to Request Replacement Personnel. The City shall have the right to request the County to replace County personnel assigned to provide services under this Agreement, provided such request is made for reasonable cause.

C. Sick Leave Temporary Replacement. If an assigned employee is absent from duty due to illness or injury for longer than 80 consecutive hours, the County may provide a replacement if available in accordance with Exhibit A.

D. Disciplinary Temporary Replacement. If an assigned employee is absent from duty due to a disciplinary action for longer than 24 hours, the County may provide a replacement in accordance with Exhibit A.

E. Annual Leave. If an assigned employee is absent from duty for annual leave, a planned absence, or an unplanned absence, for a period of 80 consecutive hours, the County may provide a temporary replacement until such time as the assigned employee is able to return to duty.

F. Vacancies. Any vacancies will be filled using the County's procedures for filling vacancies within the Sheriff's Department as defined in Department policy or Personnel Memorandum of Understanding (MOUs). New officers assigned will receive appropriate orientation regarding special characteristics and needs of City. The term of an employee's assignment will comply with the applicable Personnel MOU.

G. Staffing. The County shall ensure that a minimum of one patrol deputy (the "Primary

Patrol”) is on duty within the City limits at all times, except when the deputy is out of the City to transport a prisoner to the County jail, attend court, completing a traffic stop that begins in and terminates out of the City limits or when providing backup or mutual aid to another law enforcement officer or at the direction of the Sheriff or designee.

- i. Temporary staffing absences of the Primary Patrol deputy will be filled with existing City Police Services deputies and if none is available, then with Sheriff deputies on straight time, and if none is available, Sheriff deputies on overtime.
- ii. All personnel assigned to the City, including the Primary Patrol deputy, may assist with incidents outside the City limits involving critical and life threatening situations. However, if a critical incident occurs in the City while the personnel are assisting outside the City limits, the County will either dispatch additional forces to the City or will release the assigned personnel to respond.

9. City Responsibilities. In support of the County providing the law enforcement services described herein, the City promises:

- A. Municipal Authority. The city hereby confers municipal police authority on such County employees as might be engaged in enforcing City ordinances within City boundaries.
- B. Criminal Justice Services. The City shall provide the criminal justice system services necessary to support this Agreement attributable to the enforcement of state and municipal laws within the City.
- C. Supplies. The City shall supply at its own cost and expense 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.
- D. Facilities. The City shall furnish at its own cost and expense office space reasonably deemed necessary by the Sherriff to provide the law enforcement services herein described and all furniture and furnishings, office supplies, janitorial service, HVAC, upkeep and maintenance, and utilities.

10. Equipment and Vehicles.

A. Vehicles.

- i. Pursuant to the first contract between the County and City for law enforcement services, the City transferred title to certain vehicles and installed equipment to the County. The original vehicles and their replacements, are identified in the Property Inventory attached hereto as Exhibit B.
- ii. Upon termination of this Agreement the County will transfer to the City title for vehicles similar to those identified as the vehicles originally transferred to the County in Exhibit B, excluding any enhancements added to the vehicle and paid for by the County. Similar vehicles are defined as a vehicle having the same

functionality, upgrades and mileage within  $\pm 5,000$  miles of the current mileage of the vehicle in use. 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.

- iii. Any vehicles purchased using City funds during the Term of this Agreement shall be added to Exhibit B. Exhibit B shall be reviewed annually by the Parties and if necessary will be updated to reflect the deletion of vehicles no longer needed for law enforcement service and returned to the City and the addition of any vehicles provided by City or purchased with City funds.
- iv. Vehicles shall be used to provide to law enforcement services at the discretion of the Sheriff or designee and in compliance with the Sheriff's Department policies.
- v. The City shall reimburse the County for the actual cost to operate any vehicle used in the performance of the law enforcement services provided herein, (herein after the "Vehicle Cost Reimbursement"). The cost included in the Vehicle Cost Reimbursement amount includes, but is not limited to: fuel, maintenance, replacement costs, financing costs, fleet services and costs of insurance.
- vi. County shall invoice City monthly for the estimated Vehicle Cost Reimbursement. The estimated Vehicle Cost Reimbursement will be computed annually on a cost per mile basis and will be the same as the vehicle operating costs calculated for other County vehicles in the same class, plus an additional charge for the cost of insurance. The actual Vehicle Cost Reimbursement will be calculated quarterly (March, June, September, and December). The Parties will "true-up" the estimated cost with the actual cost at the close each fiscal year. The current estimated Vehicle Cost Reimbursement rates are shown in Exhibit C and shall be updated each fiscal year by the County.
- vii. City shall provide to, or reimburse County for, any decals or special signage that is used to distinguish the vehicles with City markings.
- viii. The estimated Vehicle Cost Reimbursements shall be billed separately and trued-up at the end of each quarter per Section B, Billing..
- ix. Vehicles will be replaced according to the County's General Services Agency Fleet Services Policy, as approved and adopted by the Board of Supervisors from time to time. The March 12, 2013, Fleet Services Policy established the following minimum guidelines consistent with current/historical trend analysis to quantify planning for the replacement of County Vehicles.

Vehicle Type	Years	Miles
Patrol vehicles	5	100,000
Sedan, passenger minivans (Detectives/Chief)	8	100,000

Light truck/van, medium truck	10	100,000
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- x. Other factors used in evaluating replacement include vehicle condition, maintenance/cost history, and suitability for current use. With respect to necessary repairs, consideration will be given to the cost of such repairs and impact on the vehicle's useful life, compared with the cost of acquiring a new vehicle in order to determine the most cost-effective option. Specialty vehicles will be evaluated on a case-by-case basis. The Fleet Manager may extend the life of a vehicle on a year-to-year basis so long as the vehicle is safe and reliable, and meets all required emission standards. Upon termination of this Agreement, the City shall not be entitled to that portion of the Vehicle Cost Reimbursement collected from the City allocated to the replacement of the vehicles.

B. Motorcycles.

- i. If the City desires to have motorcycle officer(s) assigned to the City, the City will fund 100% of the purchase, equipment, repair, maintenance, and insurance. The County will not charge a per mile replacement fee for the motorcycle(s). At the end of the motorcycle(s)' useful life, should the City wish to continue motorcycle operations, the City will fund 100% of a replacement motorcycle(s).
- ii. Motorcycle(s) will be taken out of service following minimum guidelines consistent with current/historical trend analysis to quantify planning for the replacement of motorcycle(s) at approximately 40,000 miles or end of manufactures warranty.
- iii. The motorcycle will be registered to the County. County agrees that upon termination of this agreement the County will transfer ownership of motorcycle(s). Excluded are any enhancements added to the vehicle and paid for by the County.
- iv. The County through County's Fleet Manager will maintain the service records of the motorcycle(s) and assign a County vehicle number. County may use a certified motorcycle service center to make the repairs and maintenance of the motorcycle(s). County shall invoice City at least quarterly for each motorcycle(s) providing police services to City. Said cost will include gasoline, repairs, and maintenance and insurance costs of each motorcycle. City agrees to provide to, or reimburse, County for any decals or special signage that is used to distinguish the motorcycle(s) with City markings. Actual motorcycle(s) costs for gasoline, repairs and maintenance will be "trued up" quarterly (March, June, September and December). This "true-up" method will be utilized to close each fiscal year for those items listed in Exhibit C.
- v. The County will provide a certified employee who will be assigned as the City's motor officer. Motorcycle(s) shall be used to provide to law enforcement services at the discretion of the Sheriff or designee and in compliance with County, Sheriff's Department and City policies.



C. Equipment.

- i. The County shall purchase those supplies, equipment, services and materials needed for the performance of law enforcement services within the City limits, and the City shall reimburse the County for the cost to procure.
- ii. Equipment purchased by the County at the cost of the City shall be placed on the Property Inventory attached hereto as Exhibit B. The City has provided to the County certain police equipment, which is included in the Property Inventory shown on Exhibit B. Exhibit B shall be reviewed annually and if necessary will be updated to reflect the deletion of items no longer needed for law enforcement service and returned to the City and the addition of any equipment provided by City and all other equipment purchased at the City's expense.
- iii. Any equipment purchased using City funds will be used in performance of the law enforcement services in the City and will not be used for non-City functions, except for mutual aid situations, unless authorized by the City Manager. City equipment will be maintained in a manner, and replaced at the City's cost and expense at a point in time that is consistent with the customary maintenance and replacement schedule for like equipment provided by the County in policing the unincorporated areas.
- iv. Upon termination, and subject to the Transition Plan referred to in paragraph 2 of this Agreement, the County will return to the City those items identified in Exhibit B, or equipment of equal or similar value, except those items that have reached the end of their useful life or is non-serviceable.
- v. County will advise City when any item listed in Exhibit B is no longer needed or becomes non-serviceable.

11. Liability and Indemnification.

A. County's Obligation. 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 their employment by County, and County shall hold harmless, defend and indemnify City, 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 therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of County, 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.

B. City's Obligation. 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, public work, 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 therefrom 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.

C. City Ordinances. Notwithstanding the forgoing, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the enforcement of City ordinances, rules or regulations. In any case, claim, suit, action or administrative proceeding in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend and indemnify and hold harmless the County, and its officers and employees, against any and all costs, expenses, claims, suits and liability that arises in whole or in part from enforcement of City ordinances, rules or regulations.

D. Injuries to County Employees. Notwithstanding the forgoing, 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.

## 12. Default.

A. Cure. 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 30 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 shall have the right to then pursue any and all available legal remedies.

B. Failure to give Notice. Failure to give, or delay in giving, Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any rights and remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delay by either Party in asserting any of its rights and remedies shall not deprive such Party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

13. Attorney Fees. 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 the cost of expert and attorneys' fees.

14. Notices.

A. 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 Sheriff's Department  
250 E. Hackett Rd  
Modesto, CA 95358

B. 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  
7018 Pine Street  
Hughson, CA 95326

15. Audits.

A. 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 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 3 year period as a minimum.

B. 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 10 working days prior to the commencement of the audit and examination.

16. Necessary Acts. 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.

17. Designations. 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. 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. Notwithstanding anything to the contrary, no oral agreement or directive from or between either Party, or their designees shall operate to amend or change the terms of this Agreement.


19. 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. Notwithstanding anything to the contrary, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties above.
20. 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.
21. Precedence. The contract documents consist of this Agreement and Exhibits A, B and C. In the event of a conflict between or among the contract documents, the order of precedence shall be the Exhibits and then the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Agreement.
22. No Third Party Beneficiary. This Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either Party.
23. 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.
24. 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.
25. Legal Requirements. The Parties shall comply with all applicable federal, state, and local laws in performing this Agreement.
26. Venue. The laws of the State of California shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be in the Superior Court of Stanislaus County.


*Signatures on following page:*

**IN WITNESS WHEREOF**, the Parties have executed the Agreement in the County of Stanislaus, State of California.

COUNTY OF STANISLAUS

CITY OF HUGHSON

By:   
Vito Chiesa, Chairman  
Board of Supervisors

By:   
Matt Beekman,  
Mayor

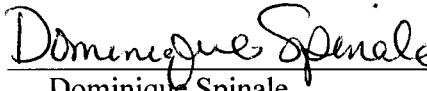
Date: 12/3/13

Date: 11/12/13

ATTEST:  
Christine Ferraro Tallman,  
Clerk of the Board

ATTEST:


By:   
Patricia Gonzalez,  
Deputy Clerk

By:   
Dominique Spinale,  
Deputy City Clerk

APPROVED AS TO CONTENT:

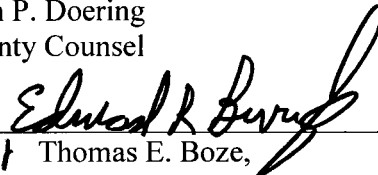
APPROVED AS TO CONTENT:

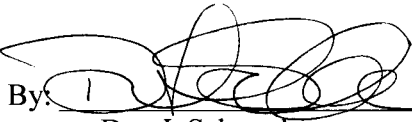
By:   
Adam Christianson,  
Sheriff

By:   
Raul L. Mendez,  
City Manager

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

APPROVED AS TO FORM:

By:   
701 Thomas E. Boze,  
Deputy County Counsel

By:   
Dan J. Schroeder,  
City Attorney

**EXHIBITS A, B, & C  
TO  
STANISLAUS COUNTY  
LAW ENFORCEMENT SERVICES  
AGREEMENT**

**City of Hughson  
(2013-2016)**

**EXHIBIT A**

**CITY OF HUGHSON  
GENERAL LAW ENFORCEMENT  
SERVICE LEVEL  
REQUEST**

1. City Request. City requests the County to perform the general law enforcement services listed here below at the staffing level shown. The Sheriff and the City Manager have discussed and agree to the services and staffing levels described below.
2. Property Inventory. The Sheriff and the City Manager have reviewed the Property Inventory attached as Exhibit B and agree that it is accurate and complete.
3. Contract Rates. The Sheriff and the City Manager have reviewed the Contract Rates attached as Exhibit C and accept those rates.
4. Services to be Performed. County will provide to City the following General Law Enforcement Services:
  - a. Patrol, Investigation, Traffic and all Auxiliary and Technical Service, case, property, and records management, crime scene identification, administration, information technology, backgrounds, internal affairs, human resources, payroll, financial and specialized training.
5. Excluded Services: Any services of which the County may be a party, such as a J.P.A. or task force M.O.U., such as, S.D.E.A, StanCATT, Cal-MMET, HIDTA, and SR911.
6. Ancillary Services: County will provide the following ancillary Services: STARS Program; Reserve Program.
7. Special Events: The City and County shall share equally the cost of law enforcement services for the annual “Hughson Fruit and Nut Festival.”
8. Staffing Level. The staffing level which will be provided is as follows:

Patrol	Four Primary Patrol deputies (one deputy on A & B squads, both day and graveyard shifts).	Backfill One 24/7, 365 days
Swing	One deputy on swing shift 4/10 schedule.	No backfill
Sergeant*	50% of a Sergeant split between the City and the City of Waterford, Swing shift	No backfill
Chief*	33% of a Chief of Police, normal business hours, split between the County, the City, and the City of Waterford.	No backfill
Clerical	One, normal business hours, 8 hours/day, 5 days/week.	No backfill

- a. \* The Chief of Police will have split duties and responsibilities and will split time between the County, the City and the City of Waterford. The Sergeant will split time between the City and the City of Waterford. The cost of these positions shall be allocated as shown below. The County will ensure that the Chief of Police and Sergeant divides his/her time in a manner that ensures the proper management of the City law enforcement services. If the time allocation changes, the parties will meet and confer in good faith and adjustment this cost sharing formula in accordance with their mutual agreement.


	CITY of Hughson	COUNTY	CITY of Waterford
Chief of Police	33%	34%	33%
Sergeant	50%	0%	50%

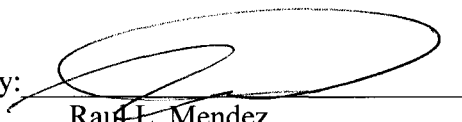
9. Facilities: The City shall provide the existing police facility at 7018 Pine Street, Hughson, for the County to conduct law enforcement services.

APPROVED AND ACCEPTED BY:

STANISLAUS COUNTY SHERIFF:

CITY MANAGER:

By:   
 Adam Christianson,  
 Sheriff

By:   
 Raul L. Mendez,  
 City Manager

Date: 12/6/13

Date: 11/13/13



**EXHIBIT B**  
**HUGHSON POLICE SERVICES**  
**PROPERTY INVENTORY**  
**AS OF JUNE 2013**

Vehicle inventory per original agreement in 2001:

- |    |   |              |
|----|---|--------------|
| 1. | 1997 Ford Crown Victoria #PD1, Patrol Vehicle (#97-901) | 73,993 miles |
| 2. | 1998 Ford Crown Victoria #PD2, Patrol Vehicle (#98-902) | 46,110 miles |
| 3. | 2000 Ford Crown Victoria #PD3, Patrol Vehicle (#00-903) | 18,851 miles |
| 4. | 2000 Ford Crown Victoria #PD4, Patrol Vehicle (#00-904) | 3,038 miles  |

Current vehicle inventory as of May 2013:

- |    |  |              |
|----|--|--------------|
| 1. | 2007 Ford Crown Victoria #07-07 Patrol Vehicle | 80,877 miles |
| 2. | 2009 Ford Crown Victoria #09-18 Patrol Vehicle | 47,077 miles |
| 3. | 2009 Ford Crown Victoria #09-20 Patrol Vehicle | 49,095 miles |
| 4. | 2009 Ford Crown Victoria #09-49 Patrol Vehicle | 80,625 miles |

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

Manufacturer	Model	Caliber	Action	Finish	Serial Number
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
Colt LE	AR-15				LBD017190
Colt LE	AR-15				LBD017241
Colt LE	AR-15				LE004534
Colt LE	AR-15				LE004778
Colt LE	AR-15				LE005153
Colt LE	AR-15				LE005156

Purchased in 2002 with H-Bar AR-15's and were later modified by Sheriff's Office Armory.

**County Oracle Inventory Records January 2013:**

Asset Tag#	Asset Description	Serial Number
86150	Kardex Shelving	N/A
	Access Security System	N/A
87301	Security System with Cameras	N/A
82658	Motorola XTS1500 Portable	687TGWE029
82661	Motorola XTS1500 Portable	687TGWE027
82663	Motorola XTS1500 Portable	687TGWE028
82669	Motorola XTS1500 Portable	687TGWE025
82672	Motorola XTS1500 Portable	687TGWE023
82678	Motorola XTS1500 Portable	687TGWE024
86688	Stalker Radar	5854

<b>MODEL</b>	<b>SERIAL #</b>	<b>MODEL #</b>	
<b>DEPUTIES'S OFFICE</b>			
CANNONDALE BICYCLE	R026076		
CANNONDALE BICYCLE	R027545		
CANON DIGITAL CAMERA		EOS1	
COMPUTER SPEAKERS	11870ALUS0021855		
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	
SONY CAM CORDER		449694	
SONY KEYBOARD	E97600		
SONY MONITOR	SDMH593		
SONY TOWER		3015577	
STALKER RADAR	SP008019		
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		
<b>DEPUTY'S DESK</b>			
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		
<b>DEPUTY'S DESK</b>			
HP KEYBOARD		43502001	Lease
HP MONITOR	CNP514J33F		Lease
HP MOUSE		417966001	
HP TOWER	2UA81308BJ		Lease
PROVIEW MONITOR	F6MZ51117974U		
<b>DEPUTY'S DESK</b>			
BOSTITCH STAPLER	103J62T		
HP COLORLASERJET4600DB	JPHMF46326		
HP KEYBOARD		352750001	Lease
HP MONITOR	CND8082V30		Lease
HP MOUSE		417966001	
HP TOWER	2UB52005CF		Lease
OLYMPUS RECORDER			100154023
POLYCOM	H8084102B75C		
XEROX HOLE PUNCH	SN031505		
<b>PATROL'S SUPPLY ROOM</b>			
SUNBEAM SCALE	MODEL DC4102		
<b>RECORDS</b>			
FELLOWES	HRL125041207WB0010738		
FUJITSU SCANNER		523284	
HP MONITOR	CND8082V2J		Lease
LOGITECH KEYBOARD	MCT24411563		
MICROSOFT TOWER		23065028	
MOTOROLA STATIONAL RADIO	GCN6113B		
PANASONIC PENCIL SHARPENER	KP100		
<b>CLERK'S DESK</b>			
ATTECH COMPUTER	00300820	City Tag #05059	
AVAYA HEADPHONE	BG957139		
HP KEYBOARD		352750001	Lease
HP LASERJET1200 SERIES	CNBRH68268		
HP MONITOR	CNP512X1PV		Lease
MICROSOFT MOUSE	X0800412106		
PANASONIC ELECTRIC STAPLER		234293	
<b>CHIEF'S OFFICE</b>			
HP KEYBOARD	BC2AA0ES9VPM2Q		Lease
HP MONITOR	CNP512X1XW		Lease
HP TOWER	2UA81308BK		Lease

MICROSOFT WIRELESS MOUSE 2003DJPD0169  
TECH SOLUTIONS SHREDDER ???

**ARMORY**

GLOCK 22 FCH718  
GLOCK 22 FCH717

**RADIOS**

MOTOROLA PORTABLE RADIO 672TANU940  
MOTOROLA PORTABLE RADIO 672HFJ6725  
MOTOROLA PORTABLE RADIO 672TAW2102

**MISCELLANEOUS**

**EXHIBIT C  
HUGHSON POLICE SERVICES – CONTRACT RATES**

		<b>Budget 2012/2013</b>	<b>Budget 2013/2014</b>	<b>Budget Variance</b>	<b>Var %</b>
<b>Staffing</b>					
Lieutenant/Chief (No Backfill)		0.33	0.33	0.00	0%
Sergeant/Swing (No Backfill)		0	0.5	0.50	
Deputy Sheriff/Patrol (Backfill)		4	4	0.00	0%
Deputy Sheriff/Swing (4/10 schedule)		1	1	0.00	0%
Legal Clerk III (No Backfill)		1	1	0.00	0%
<b>Total Officers including Lieutenant</b>		<b>5.33</b>	<b>5.83</b>	<b>0.50</b>	<b>9%</b>
Officers per 1,000 based on Population of	6,799	0.78	0.86	0.07	9%
<b>FTEs</b>					
Lieutenant/Chief (No Backfill)	0.33	60,653	64,096	3,443	6%
Sergeant/Swing (No Backfill)	0.5	-	73,000	73,000	#DIV/0!
Deputy Sheriff/Patrol (Backfill)	5	443,609	495,220	51,611	12%
Deputy Sheriff/Swing (4/10 schedule)	1	118,612	118,495	(117)	0%
Legal Clerk III (No Backfill)	1	75,835	75,006	(829)	-1%
<b>Total Salary and Benefits</b>		<b>698,709</b>	<b>825,817</b>	<b>127,108</b>	<b>18%</b>
<b>Overtime and Extra Help (Backfill, Grants, School, Security events)</b>		<b>173,090</b>	<b>82,582</b>	<b>(90,508)</b>	<b>-52%</b>
<b>Service, Supplies and Other Charges</b>		<b>62,370</b>	<b>63,514</b>	<b>1,144</b>	<b>2%</b>
<b>SR911 Dispatch Services</b>		<b>112,761</b>	<b>104,120</b>	<b>(8,641)</b>	<b>-8%</b>
<b>Patrol Vehicle Charges (Rates below)</b>	<b>Estimated:</b>	<b>45,300</b>	<b>45,300</b>	<b>-</b>	<b>0%</b>
<b>Admin Fee</b>		<b>-</b>	<b>-</b>	<b>-</b>	
<b>Total Cost of City Contract</b>		<b>1,092,230</b>	<b>1,121,333</b>	<b>29,103</b>	<b>(0.4)</b>
<b>Revenues:</b>					
City payment to County		846,713	1,004,715	158,002	19%
Grants, School, Security contractual events		21,299	16,923	(4,376)	-21%
SLESF		190,000	99,695	(90,305)	-48%
County Paid Lieutenant 11%		20,218	-	(20,218)	-100%
County Paid Backfill		14,000	-	(14,000)	-100%
<b>Total Revenue</b>		<b>1,092,230</b>	<b>1,121,333</b>	<b>29,103</b>	<b>3%</b>

<b>Type of Vehicle</b>	<b>Fuel, Repairs &amp; Maint per mile</b>	<b>Replace- ment per mile</b>	<b>Toal</b>
Patrol Car	\$ 0.63	\$ 0.26	\$ 0.89
Intermediate Sedan	\$ 0.29	\$ 0.18	\$ 0.47
Full Size Sedan	\$ 0.45	\$ 0.22	\$ 0.67
SUV Patrol	\$ 1.04	\$ 0.34	\$ 1.38

**WATERFORD CITY COUNCIL  
RESOLUTION 2013-109**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATERFORD  
APPROVING AN AGREEMENT WITH STANISLAUS COUNTY TO PERFORM LAW  
ENFORCEMENT SERVICES FOR THE CITY OF WATERFORD FOR A TERM  
BEGINNING JULY 1, 2013 THROUGH JUNE 30, 2016**

**WHEREAS**, the City of Waterford, hereinafter called "CITY" contracted for Police Services with Stanislaus County, hereinafter called "COUNTY" by approving an agreement, hereinafter called "AGREEMENT" on July 1, 1998 for a term continuing FOR five years, and subsequently renewed in 2003, and 2008; and,

**WHEREAS**, the parties amended the AGREEMENT on August 1, 2011, effective through June 30, 2013; and,

**WHEREAS**, City Manager, Tim Ogden prepared a letter to Sheriff Adam Christianson, dated May 31, 2013 to extend the 2011 contract until the terms of the new contract could be negotiated and finalized; and,

**WHEREAS**, the parties desire to continue this relationship and enter into a new agreement, attached hereto as EXHIBIT "A", for a term beginning July 1, 2013 and continuing for three years till June 30, 2016; and,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WATERFORD DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council does hereby approve the agreement with Stanislaus County, attached hereto as EXHIBIT "A" and authorizes the City Manager of the City of Waterford to execute on their behalf.

**PASSED AND ADOPTED** by the City Council of the City of Waterford at a regular meeting held on the 7<sup>th</sup> day of November 2013, by the following vote:

**AYES:** 4 Goeken, Adaco, VanWinkle, Krause  
**NOES:** 0  
**ABSTAIN:** 0  
**ABSENT:** 0

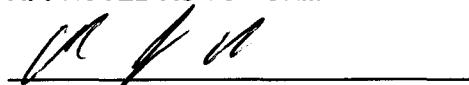
City of Waterford

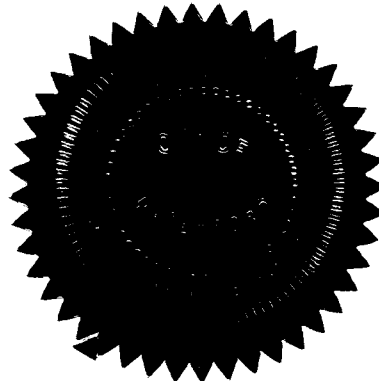
  
\_\_\_\_\_  
Charlie Goeken, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Lori Martin, MMC, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Corbett J. Browning, City Attorney



STANISLAUS COUNTY  
LAW ENFORCEMENT SERVICES  
AGREEMENT

City of Waterford  
2013-2016



**STANISLAUS COUNTY**  
**LAW ENFORCEMENT SERVICES**  
**AGREEMENT**

THIS AGREEMENT, is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California (hereinafter referred to as "County"), and the City of Waterford, a municipal corporation, (hereinafter referred to as "City"), (the County and City are each sometimes referred to herein as a "Party," and collectively as "Parties.")

**RECITALS**

WHEREAS, City desires County to perform law enforcement services and functions within its boundaries; and

WHEREAS, County agrees to perform such law enforcement services and functions as described herein and pursuant to the terms and conditions hereinafter set forth; 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.*, and section 55632 of the Government Code of the State of California.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Term. The Term of this Agreement shall be July 1, 2013, though June 30, 2016 (the "Term") unless sooner terminated or extended as provided for herein.
  - A. Extension. No later than six months prior to the expiration of the Term, the Parties shall meet and confer in good faith regarding the extension of the Term. If the negotiations are not completed, the Sheriff is authorized to extend this Agreement for two terms of three months each.
2. Termination. Either Party may terminate this Agreement, without cause, upon 180 days written notice to the other Party.
  - A. Termination Process.
    - i. Transition Plan. Upon expiration of the Term or upon receipt of notice of termination, the Parties may prepare and implement a transition plan that quickly and orderly transitions the law enforcement responsibilities from the County to the City. The transition plan should be completed no later than three months following the termination date. The transition plan may identify and address personnel, equipment, workload, on-going investigations, and any other issues related to the transition. The City and County shall agree to the cost of developing and implementing the transition plan and the City shall pay the agreed upon amount.

3. Law Enforcement Services.

A. County shall provide, within the corporate limits of the City, general law enforcement services and functions of the type coming within the jurisdiction of, and customarily rendered by, the Stanislaus County Sheriff under the statues of the State of California, and under the municipal codes of City. The County shall provide only those general law enforcement services set forth in the General Law Enforcement Service Request attached hereto as Exhibit A.

B. No later than July 1 of each year, the City and the County shall sign new Exhibits A, B & C and attach them to this Agreement as an amendment. The City may request a change in the level of service at any time by submitting a written request to the County. County will meet and confer with the City to discuss the change within 30 days of the request and, if appropriate, prepare new Exhibits for signature by the Parties, which shall be attached as an amendment hereto.

C. If the City is unable to fund this Agreement in its entirety, the City will notify the County in writing at least 60 days prior to any proposed changes regarding the level of service set forth in Exhibit A. The County will make a reasonable effort to accommodate the service level changes requested by the City.

4. Reporting.

A. Activity Reports. Each month the County will provide standard reports to the City through the Chief of Police, reporting the monthly statistical crime and response and community policing information occurring within the City limits. The parties shall meet and confer regarding the content of the monthly reports.

B. Media Releases. The County will prepare news releases concerning major crime investigations within the City and will send a copy of the release to the City within a reasonable time prior to its release to news outlets.

5. Compensation.

A. Contract Amount.

i. City shall pay the County's actual cost to provide the City the general law enforcement services set forth in Exhibits A, B, and C. The term "actual cost" includes the cost associated with absences from work due to sick, vacation, special accrued leave time (SALT), holiday, training and disability leaves or other leaves; and payments made by the County to personnel assigned to City for accrued leave time upon retirement or separation of service.

1. City acknowledges that the City historically has not directly or indirectly compensated the County for the administrative costs incurred by the County in providing the additional staff support services required to provide the services to the City and which administrative costs would not be incurred in the absence of the existence of this Agreement. These so far un-captured support services costs

include, but are not limited to; case, property and records management, crime scene identification, administration, information technology, background checks, internal affairs, human resources, payroll, financial and specialized training. Although the County is not at this time requesting the City to pay administrative costs, the County anticipates budgeting issues may require it to capture those additional costs in the future. The County's administrative costs will be charged to the City, if at all, through an amendment of the Exhibits.

- ii. The City shall compensate the County for its services under this Agreement at the rates and in the estimated annual amount forth on Exhibit C, (the "Annual Contract Amount"). At the close of each fiscal year, County shall re-establish the rates and the estimated Annual Contract Amount and revise Exhibit C accordingly.
- iii. In the event salaries, wages and benefits of the County officers and employees are changed at a time not coincident with the close of the fiscal year, the rates for salaries and wages set forth in Exhibit C and the rates and estimated Annual Contract Amount shall be readjusted to reflect the appropriate rates. In the event insurance costs for County 's liability or workers' compensation programs are changed at a time not coincident with close of the fiscal year, the reimbursement rates for County 's liability program set forth in Exhibit C shall be readjusted to reflect the appropriate amounts, which the City shall pay effective 30 days after written notification to City.
- iv. City shall pay the County's insurance costs attributable to the services provided under this Agreement, including but not limited to, general liability, self-insurance, unemployment and worker compensation.
- v. The City shall pay its share of the accumulated leave accrual of the Chief of Police upon that employee vacating the Chief of Police position for any reason. The City's share shall be defined as the percentage of time assigned to the City of the total actual leave accrual.

**B. Billing.**

- i. 30 days after the close of each calendar month, County shall deliver to City a statement covering 1/12 (one-twelfth) of the estimated Annual Contract Amount and City shall pay County the amount stated thereon within 30 days after receipt of the statement. At the end of each quarter (March, June September, and December) County shall calculate its actual cost to provide services under this Agreement for that quarter and provide a quarterly statement of actual costs to the City. At the close of the fiscal year the County will provide the City with a final reconciliation ("true-up") showing the amount due either party. The party owing shall pay the other party within 30 days after issuance of the final reconciliation statement.
- ii. Notwithstanding any provision of law to the contrary, including, but not limited to section 907 of the California Government Code. If any amount due to County from City is not received by County within 30 days after the date 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.

6. Revenues.

A. 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 (POST) reimbursement, Police Reserve revenue and individual booking fee recovery revenue. The County makes no commitment to any revenues other than that the revenues will not be diverted for County use by this Agreement, except for those excluded above.

B. Booking fees may be charged to City for arrests made by deputy sheriffs assigned to the City 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.

C. The proceeds from incidental asset forfeitures that occur in the City by a City assigned deputy shall be allocated to the "law enforcement agency" or City pursuant to California asset forfeiture laws. Any proceeds from a planned activity that occurs in the City over which the County 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 County 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 County 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.

7. Organization. County will provide the services to be performed herein through the following staffing:

A. Chief of Police.

- i. Appointment Process: The position of Chief of Police will be filled in accordance with County policy and employee collective bargaining unit contracts. The County shall provide a list of Lieutenants qualified to serve as the Chief of Police for the City. The City may interview the candidate(s) and provide the County with the City's recommendation of the candidate to be appointed as the Chief of Police. After considering the recommendations of the City, the County will assign a Lieutenant who will act as the Chief of Police (the "Chief of Police").
- ii. Replacement Process. The County may replace the Chief of Police after 90 days written notice to the City. The County will remove the Chief of Police within 30 days of receipt of a written request from the City stating the reasonable cause for said request. Upon the City's request, the County shall temporarily appoint a person as acting Chief of Police and fill a vacant Chief of Police position within 60

days of receipt of the City's request and in accordance with County policy and employee collective bargaining unit contracts as described in 7(A)(i).

iii. Service Expectations. The Chief of Police will generally manage law enforcement activities on behalf of the City. The Chief of Police will coordinate the delivery of law enforcement services under this Agreement and manage and supervise the personnel assigned to provide law enforcement services to the City. The Chief of Police, or designee, will attend all City Council meetings and will be available to City Staff at all reasonable times. The Chief of Police will meet with City officials on a periodic basis, the frequency of which will be determined by the City, to assure local control over the quality and service and to identify goals and programs to create a safer community.

B. Assigned Sergeants. In addition to the Chief of Police, the County may assign one or more Sergeants to work within the City to assist the Chief of Police to assist with the supervision of other assigned personnel, and to provide law enforcement services to the City. The number of Sergeants assigned shall be indicated in Exhibit A.

C. Assigned Deputies. The County shall assign Deputy Sheriffs to provide law enforcement services to the City, in the number indicated in Exhibit A.

D. Other Staff. The County shall assign other departmental staff necessary to provide the law enforcement services required to be performed herein as indicated in Exhibit A.

## 8. Administration of Personnel.

A. Independent Contractor. The County is acting as an independent contractor under this Agreement so that:

- i. This agreement does not create any relationship of employer or employee, or principal and agent between City and County or any of County's agents or employees. All persons employed in the performance of this Agreement shall be employees of County for all purposes. No person employed by County hereunder shall have any status, right or privilege of City employees, including, but not limited to, City pension, or City civil service.
- ii. 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.
- iii. 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 at the sole discretion of the County and the Sheriff. The Sheriff shall retain exclusive authority over the activities of his or her personnel and equipment working in the City.

- iv. The night, day and evening patrol, supervisory and clerical shifts shall be established by the Sheriff after consultation with the City Manager.
- v. All employment matters relating to County employees assigned to the City will be handled in accordance with County policy and procedures and employee bargaining unit contracts, including, but not limited to, officer complaints, discipline, promotion and duty assignments.
- vi. Any pay for performance review of County personnel assigned to provide services under this Agreement shall follow the procedures of the County and the Stanislaus County Sheriff's Management Association (SSMA). The City may participate in the performance reviews of the assigned Chief of Police as an evaluator, by notifying the County of their assignment of one or more of the following participants or their designee: the City Manager, the Mayor, or City Council member.
- vii. 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.
- viii. 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.

B. City's Right to Request Replacement Personnel. The City shall have the right to request the County to replace County personnel assigned to provide services under this Agreement, provided such request is made for reasonable cause.

C. Sick Leave Temporary Replacement. If an assigned employee is absent from duty due to illness or injury for longer than 80 consecutive hours, the County may provide a replacement if available in accordance with Exhibit A.

D. Disciplinary Temporary Replacement. If an assigned employee is absent from duty due to a disciplinary action for longer than 24 hours, the County may provide a replacement in accordance with Exhibit A.

E. Annual Leave. If an assigned employee is absent from duty for annual leave, a planned absence, or an unplanned absence, for a period of 80 consecutive hours, the County may provide a temporary replacement until such time as the assigned employee is able to return to duty.

F. Vacancies. Any vacancies will be filled using the County's procedures for filling vacancies within the Sheriff's Department as defined in Department policy or Personnel Memorandum of Understanding (MOUs). New officers assigned will receive appropriate orientation regarding special characteristics and needs of City. The term of an employee's assignment will comply with the applicable Personnel MOU.

G. Staffing. The County shall ensure that a minimum of one patrol deputy (the "Primary

Patrol”) is on duty within the City limits at all times, except when the deputy is out of the City to transport a prisoner to the County jail, attend court, completing a traffic stop that begins in and terminates out of the City limits or when providing backup or mutual aid to another law enforcement officer or at the direction of the Sheriff or designee.

- i. Temporary staffing absences of the Primary Patrol deputy will be filled with existing City Police Services deputies and if none is available, then with Sheriff deputies on straight time, and if none is available, Sheriff deputies on overtime.
- ii. All personnel assigned to the City, including the Primary Patrol deputy, may assist with incidents outside the City limits involving critical and life threatening situations. However, if a critical incident occurs in the City while the personnel are assisting outside the City limits, the County will either dispatch additional forces to the City or will release the assigned personnel to respond.

9. City Responsibilities. In support of the County providing the law enforcement services described herein, the City promises:

- A. Municipal Authority. The city hereby confers municipal police authority on such County employees as might be engaged in enforcing City ordinances within City boundaries.
- B. Criminal Justice Services. The City shall provide the criminal justice system services necessary to support this Agreement attributable to the enforcement of state and municipal laws within the City.
- C. Supplies. The City shall supply at its own cost and expense 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.
- D. Facilities. The City shall furnish at its own cost and expense office space reasonably deemed necessary by the Sheriff to provide the law enforcement services herein described and all furniture and furnishings, office supplies, janitorial service, HVAC, upkeep and maintenance, and utilities.

10. Equipment and Vehicles.

A. Vehicles.

- i. Pursuant to the first contract between the County and City for law enforcement services, the City transferred title to certain vehicles and installed equipment to the County. The original vehicles and their replacements, are identified in the Property Inventory attached hereto as Exhibit B.
- ii. Upon termination of this Agreement the County will transfer to the City title for vehicles similar to those identified as the vehicles originally transferred to the County in Exhibit B, excluding any enhancements added to the vehicle and paid for by the County. Similar vehicles are defined as a vehicle having the same

functionality, upgrades and mileage within  $\pm 5,000$  miles of the current mileage of the vehicle in use. 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.

- iii. Any vehicles purchased using City funds during the Term of this Agreement shall be added to Exhibit B. Exhibit B shall be reviewed annually by the Parties and if necessary will be updated to reflect the deletion of vehicles no longer needed for law enforcement service and returned to the City and the addition of any vehicles provided by City or purchased with City funds.
- iv. Vehicles shall be used to provide to law enforcement services at the discretion of the Sheriff or designee and in compliance with the Sheriff's Department policies.
- v. The City shall reimburse the County for the actual cost to operate any vehicle used in the performance of the law enforcement services provided herein, (herein after the "Vehicle Cost Reimbursement"). The cost included in the Vehicle Cost Reimbursement amount includes, but is not limited to: fuel, maintenance, replacement costs, financing costs, fleet services and costs of insurance.
- vi. County shall invoice City monthly for the estimated Vehicle Cost Reimbursement. The estimated Vehicle Cost Reimbursement will be computed annually on a cost per mile basis and will be the same as the vehicle operating costs calculated for other County vehicles in the same class, plus an additional charge for the cost of insurance. The actual Vehicle Cost Reimbursement will be calculated quarterly (March, June, September, and December). The Parties will "true-up" the estimated cost with the actual cost at the close each fiscal year. The current estimated Vehicle Cost Reimbursement rates are shown in Exhibit C and shall be updated each fiscal year by the County.
- vii. City shall provide to, or reimburse County for, any decals or special signage that is used to distinguish the vehicles with City markings.
- viii. The estimated Vehicle Cost Reimbursements shall be billed separately and trued-up at the end of each quarter per Section B, Billing..
- ix. Vehicles will be replaced according to the County's General Services Agency Fleet Services Policy, as approved and adopted by the Board of Supervisors from time to time. The March 12, 2013, Fleet Services Policy established the following minimum guidelines consistent with current/historical trend analysis to quantify planning for the replacement of County Vehicles.

Vehicle Type	Years	Miles
Patrol vehicles	5	100,000
Sedan, passenger minivans (Detectives/Chief)	8	100,000



Light truck/van, medium truck	10	100,000
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- x. Other factors used in evaluating replacement include vehicle condition, maintenance/cost history, and suitability for current use. With respect to necessary repairs, consideration will be given to the cost of such repairs and impact on the vehicle's useful life, compared with the cost of acquiring a new vehicle in order to determine the most cost-effective option. Specialty vehicles will be evaluated on a case-by-case basis. The Fleet Manager may extend the life of a vehicle on a year-to-year basis so long as the vehicle is safe and reliable, and meets all required emission standards. Upon termination of this Agreement, the City shall not be entitled to that portion of the Vehicle Cost Reimbursement collected from the City allocated to the replacement of the vehicles.

B. Motorcycles.

- i. If the City desires to have motorcycle officer(s) assigned to the City, the City will fund 100% of the purchase, equipment, repair, maintenance, and insurance. The County will not charge a per mile replacement fee for the motorcycle(s). At the end of the motorcycle(s)' useful life, should the City wish to continue motorcycle operations, the City will fund 100% of a replacement motorcycle(s).
- ii. Motorcycle(s) will be taken out of service following minimum guidelines consistent with current/historical trend analysis to quantify planning for the replacement of motorcycle(s) at approximately 40,000 miles or end of manufactures warranty.
- iii. The motorcycle will be registered to the County. County agrees that upon termination of this agreement the County will transfer ownership of motorcycle(s). Excluded are any enhancements added to the vehicle and paid for by the County.
- iv. The County through County's Fleet Manager will maintain the service records of the motorcycle(s) and assign a County vehicle number. County may use a certified motorcycle service center to make the repairs and maintenance of the motorcycle(s). County shall invoice City at least quarterly for each motorcycle(s) providing police services to City. Said cost will include gasoline, repairs, and maintenance and insurance costs of each motorcycle. City agrees to provide to, or reimburse, County for any decals or special signage that is used to distinguish the motorcycle(s) with City markings. Actual motorcycle(s) costs for gasoline, repairs and maintenance will be "trued up" quarterly (March, June, September and December). This "true-up" method will be utilized to close each fiscal year for those items listed in Exhibit C.
- v. The County will provide a certified employee who will be assigned as the City's motor officer. Motorcycle(s) shall be used to provide to law enforcement services at the discretion of the Sheriff or designee and in compliance with County, Sheriff's Department and City policies.

C. Equipment.

- i. The County shall purchase those supplies, equipment, services and materials needed for the performance of law enforcement services within the City limits, and the City shall reimburse the County for the cost to procure.
- ii. Equipment purchased by the County at the cost of the City shall be placed on the Property Inventory attached hereto as Exhibit B. The City has provided to the County certain police equipment, which is included in the Property Inventory shown on Exhibit B. Exhibit B shall be reviewed annually and if necessary will be updated to reflect the deletion of items no longer needed for law enforcement service and returned to the City and the addition of any equipment provided by City and all other equipment purchased at the City's expense.
- iii. Any equipment purchased using City funds will be used in performance of the law enforcement services in the City and will not be used for non-City functions, except for mutual aid situations, unless authorized by the City Manager. City equipment will be maintained in a manner, and replaced at the City's cost and expense at a point in time that is consistent with the customary maintenance and replacement schedule for like equipment provided by the County in policing the unincorporated areas.
- iv. Upon termination, and subject to the Transition Plan referred to in paragraph 2 of this Agreement, the County will return to the City those items identified in Exhibit B, or equipment of equal or similar value, except those items that have reached the end of their useful life or is non-serviceable.
- v. County will advise City when any item listed in Exhibit B is no longer needed or becomes non-serviceable.

11. Liability and Indemnification.

A. County's Obligation. 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 their employment by County, and County shall hold harmless, defend and indemnify City, 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 therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of County, 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.

B. City's Obligation. 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, public work, 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 therefrom 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.

C. City Ordinances. Notwithstanding the forgoing, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the enforcement of City ordinances, rules or regulations. In any case, claim, suit, action or administrative proceeding in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend and indemnify and hold harmless the County, and its officers and employees, against any and all costs, expenses, claims, suits and liability that arises in whole or in part from enforcement of City ordinances, rules or regulations.

D. Injuries to County Employees. Notwithstanding the forgoing, 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.

## 12. Default.

A. Cure. 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 30 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 shall have the right to then pursue any and all available legal remedies.

B. Failure to give Notice. Failure to give, or delay in giving, Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any rights and remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delay by either Party in asserting any of its rights and remedies shall not deprive such Party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

13. Attorney Fees. 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 the cost of expert and attorneys' fees.

14. Notices.

A. 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 Sheriff's Department  
250 E. Hackett Rd  
Modesto, CA 95358

B. 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 Waterford  
101 E. Street  
Waterford, CA 95386

15. Audits.

A. 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 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 3 year period as a minimum.

B. 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 10 working days prior to the commencement of the audit and examination.

16. Necessary Acts. 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.

17. Designations. 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. 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. Notwithstanding anything to the contrary, no oral agreement or directive from or between either Party, or their designees shall operate to amend or change the terms of this Agreement.

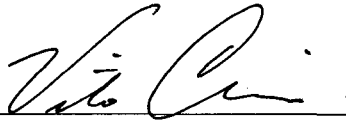
19. Entire Agreement. This Agreement contains the entire Agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect. Notwithstanding anything to the contrary, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties above.
20. 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.
21. Precedence. The contract documents consist of this Agreement and Exhibits A, B and C. In the event of a conflict between or among the contract documents, the order of precedence shall be the Exhibits and then the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Agreement.
22. No Third Party Beneficiary. This Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either Party.
23. 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.
24. 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.
25. Legal Requirements. The Parties shall comply with all applicable federal, state, and local laws in performing this Agreement.
26. Venue. The laws of the State of California shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be in the Superior Court of Stanislaus County.

*Signatures on following page:*

IN WITNESS WHEREOF, the Parties have executed the Agreement in the County of Stanislaus, State of California.

COUNTY OF STANISLAUS

CITY OF WATERFORD

By:   
Vito Chiesa, Chairman  
Board of Supervisors

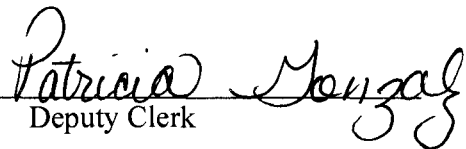
By:   
Charlie Goeken,  
Mayor

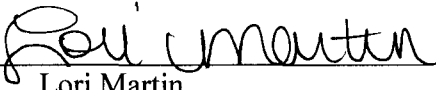
Date: 12/3/13

Date: 11/7/13

ATTEST:  
Christine Ferraro Tallman,  
Clerk Of The Board


ATTEST:


By:   
Deputy Clerk

By:   
Lori Martin,  
City Clerk

APPROVED AS TO CONTENT:

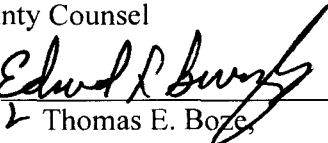
APPROVED AS TO CONTENT:


By:   
Adam Christianson,  
Sheriff

By:   
Tim Ogden,  
City Manager

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

APPROVED AS TO FORM:

By:   
for Thomas E. Boze,  
Deputy County Counsel

By:   
Corbett Browning,  
City Attorney

**EXHIBITS A, B, & C  
TO  
STANISLAUS COUNTY  
LAW ENFORCEMENT SERVICES  
AGREEMENT**

**City of Waterford  
(2013-2016)**

**EXHIBIT A**

**CITY OF WATERFORD  
GENERAL LAW ENFORCEMENT  
SERVICE LEVEL  
REQUEST**

1. City Request. City requests the County to perform the general law enforcement services listed here below at the staffing level shown. The Sheriff and the City Manager have discussed and agree to the services and staffing levels described below.
2. Property Inventory. The Sheriff and the City Manager have reviewed the Property Inventory attached as Exhibit B and agree that it is accurate and complete.
3. Contract Rates. The Sheriff and the City Manager have reviewed the Contract Rates attached as Exhibit C and accept those rates.
4. Services to be Performed. County will provide to City the following General Law Enforcement Services:
  - a. Patrol, Investigation, Traffic and all Auxiliary and Technical Service, case, property, and records management, crime scene identification, administration, information technology, backgrounds, internal affairs, human resources, payroll, financial and specialized training.
5. Excluded Services: Any services of which the County may be a party, such as a J.P.A. or task force M.O.U., such as, S.D.E.A, StanCATT, Cal-MMET, HIDTA, and SR911.
6. Ancillary Services: County will provide the following ancillary Services: STARS Program; Reserve Program.
7. Special Events: At this time there are no special events.
8. Staffing Level. The staffing level which will be provided is as follows:

Patrol	Four Primary Patrol deputies (one deputy on A & B squads, both day and graveyard shifts).	Backfill One 24/7, 365 days
Swing	Two (one deputy on A & B) swing shifts.	No backfill
Community Deputy	One deputy	No backfill
Sergeant*	50% of a Sergeant split between the City and the City of Hughson, Swing shift.	No backfill
Chief*	33% of a Chief of Police, normal business hours, split between the County, the City, and the City of Hughson.	No backfill
Clerical – Legal III	One, normal business hours, 8 hours/day, 5 days/week.	No backfill



- a. \* The Chief of Police will have split duties and responsibilities and will split time between the County, the City and the City of Hughson. The Sergeant will split time between the City and the City of Hughson. The cost of these positions shall be allocated as shown below. The County will ensure that the Chief of Police and Sergeant divides his/her time in a manner that ensures the proper management of the City law enforcement services. If the time allocation changes, the parties will meet and confer in good faith and adjustment this cost sharing formula in accordance with their mutual agreement.


	CITY of Waterford	COUNTY	CITY of Hughson
Chief of Police	33%	34%	33%
Sergeant	50%	0%	50%


9. Facilities: The City shall provide the existing police facility at 312 E. Street, Waterford, for the County to conduct law enforcement services.

APPROVED AND ACCEPTED BY:

STANISLAUS COUNTY SHERIFF:

CITY MANAGER:

By:   
 Adam Christianson,  
 Sheriff

By:   
 Tim Ogden,  
 City Manager

Date: 12/6/13

Date: 11/7/13

**EXHIBIT B  
WATERFORD POLICE SERVICES  
PROPERTY INVENTORY  
AS OF JUNE 2013**

**Vehicles inventory per original agreement in 1998:**

1. 1994 Ford Crown Victoria #43 Patrol vehicle K-9	84,632 miles
2. 1994 Ford Crown Victoria #42 Patrol vehicle	79,059 miles
3. 1994 Ford Crown Victoria #44	68,569 miles
4. 1995 Ford Crown Victoria #51 Unmarked vehicle	80,034 miles
5. 1997 Ford Crown Victoria #72 Patrol vehicle (leased)	11,627 miles

**Current vehicle inventory as of June 2013:**

1. 08-09 2008 Ford Crown Victoria Police Int	70,655 miles
2. 08-36 2008 Dodge Charger	55,340 miles
3. 09-08 2009 Ford Crown Victoria Police Int	60,683 miles
4. 10-05 2010 Ford Crown Victoria Police Int	60,961 miles
5. 12-26 2012 Chevrolet Impala (Chief)	4,861 miles
6. 13-21 2013 Chevrolet Tahoe	7,580 miles

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

1. Mighty Mover Traffic Monitor Trailer, Calif. Lic. E951955 (Trailer is onsite, and being utilized)
2. Raleigh 20" bicycle, Serial #AC5K00243
3. Raleigh 18" bicycle, Serial #AC5K00186
4. Sig Sauer Semi-Automatic Model P220 45 cal. (14 each)
  - Serial #G173091
  - Serial #G173092
  - Serial #G173093
  - Serial #G173094
  - Serial #G181731
  - Serial #G181732           24ea.-7 round magazines (Used)
  - Serial #G195384           2ea.-7 round magazines (New in Box)
  - Serial #G195385
  - Serial #G174758
  - Serial #G174759
  - Serial #G173090
  - Serial #G217758
  - Serial #G217759
  - Serial #G195383
5. Sig Sauer Semi-Automatic Model P226 9mm (3 each)
  - Serial #U170875
  - Serial #U500272           5-15 round magazines (Used)
  - Serial #U500273
6. Federal Single Shot Model 201-37mm Gas Gun Serial #G24206
7. S&W 38 Model 36-1 Revolver Serial #13167 (Handgun housed at the Sheriff's Dept weapon storage on Hackett Rd).
8. Ruger Select Fire Rifle, Model Mini 14 -.223(5.56mm) cal. Serial #192-00091
  - 1-15 round magazine (Used)

- 7-30 round magazines (Used)
9. Heckler & Koch MP5K SMG– 9mm Serial #10976 (weapon housed at the Sheriff’s Dept. weapon storage on Hackett Rd.).
  10. Remington Pump Shotguns, Model 870 – 12 Gauge  
These weapons are listed as part of the original city inventory
    - Serial Number 1055244V
    - Serial Number S600244V
    - Serial Number S364989V
 These weapons have been acquired by the city since the start of the contract
    - Serial Number AB499843M
    - Serial Number AB499850M
    - Serial Number W526518M
    - Serial Number 1138725V
  11. Multiple Drawer Tool Kit and assortment of Hand Tools
  12. Bogen Tri-Pod Model 3205 Serial #190B/BH26
  13. Hanhart Stop Watches
    - Serial #8404709245
    - Serial #8527310841
  14. Medium Size Metal Storage Box (Armory)
  15. Prisoner Restraint “The Wrap.”
  16. “PR” Wood Batons (3 each) – Housed in the Armory
  17. Straight Wood Batons (2 each) – Housed in the Armory
  18. Premier Crown Riot Helmets w/ Shield, Model #C-3 (Found 1 of an original 8).
  19. Riot Batons, 36’’, w/ rubber grommets (Found 3 of an original 12).
  20. Motorola Portable Radios Model P200 (Located 3 of an original 5)
  21. Motorola Six Position Charger for P200 Serial #NTN553619
  22. Zenith 19’’ Color Television with built-in VCR and remote, Serial #49002251
  23. Bearcat Model BC400XLT Programmable Scanner (located 2 of an original 3)
    - Serial #15000733
    - Serial #15000737
  24. Radar Equipment
    - MPH Python K Band Radar Antenna Serial #PYT315001855
    - MPH Python K Band Radar Panel Serial #PYT304001304
    - MPH Python K Band Radar Antenna Serial #PYT315001870
  25. Preliminary Alcohol Screening Device Alco-Sensor IV (located 2 of an original 4)
    - Serial #021815
    - Serial #027527
  26. Heckler & Koch MP5 SMG Model A2-9mm Serial #62-334111
    - Weapon was erroneously destroyed by Sheriff’s Department as a result of mistaking it for a County owned Weapon. Destruction was confirmed by Deputy V. Bazzini.

**County Oracle Inventory Records January 2013:**

<b>Asset Tag#</b>	<b>Asset Description</b>	<b>Serial Number</b>
78559	Sony Digital 8 Handycam camcorder	1484209
	Workstation cubicle	N/A
	All Steel Furniture	N/A
81491	HP Laser Jest 4240	CNGXD97758
81492	HP Compaq EVO	MXL6230QGQ
81522	HP Compaq EVO	MXL71501S2
81521	HP Compaq EVO	MXL71500P0
82710	Motorola XTS2500 Portable	407CHM0860
82711	Motorola XTS2500 Portable	407CHM0856
82712	Motorola XTS2500 Portable	407CHM0859
82713	Motorola XTS2500 Portable	407CHM0864
82714	Motorola XTS2500 Portable	407CHM0858
82715	Motorola XTS2500 Portable	407CHM0861
82716	Motorola XTS2500 Portable	407CHM0863
82717	Motorola XTS2500 Portable	407CHM0857
82718	Motorola XTS2500 Portable	407CHM0862
82719	Motorola XTS2500 Portable	407CHM0865
85191	HP Compaq 67106 Notebook PC	CNU8022LZ5
85910	Fijitsu Scanner FI-6230	002751

**EXHIBIT C  
WATERFORD POLICE SERVICES – CONTRACT RATES**

	<b>Budget 2012/2013</b>	<b>Budget 2013/2014</b>	<b>Budget Variance</b>	<b>Var %</b>
<b>Staffing</b>				
Lieutenant/Chief (No Backfill)	0.33	0.33	0.00	0%
Sergeant/Swing (No Backfill)	0.5	0.5	0.00	0%
Deputy Sheriff/Patrol (Backfill)	4	4	0.00	0%
Deputy Sheriff/Swing (No Backfill)	2	2	0.00	0%
Deputy Sheriff/Community (No Backfill)	1	1	0.00	0%
Legal Clerk III (No Backfill)	1	1	0.00	0%
<b>Total Officers including Lieutenant</b>	<b>7.83</b>	<b>7.83</b>	<b>0.00</b>	<b>0%</b>
Officers per 1,000 based on Population of 8,533	0.92	0.92	0.00	0%
Lieutenant/Chief (No Backfill)	60,653	64,096	3,443	6%
Sergeant/Swing (No Backfill)	70,917	72,581	1,664	2%
Deputy Sheriff/Patrol (Backfill)	457,701	485,282	27,581	6%
Deputy Sheriff/Swing (No Backfill)	228,043	245,126	17,083	7%
Deputy Sheriff/Community (No Backfill)	97,880	121,321	23,441	24%
Legal Clerk III (No Backfill)	77,676	76,890	(786)	-1%
<b>Total Salary and Benefits</b>	<b>992,870</b>	<b>1,065,296</b>	<b>72,426</b>	<b>7%</b>
<b>Overtime and Extra Help (Backfill, Grants, School, Security events)</b>	<b>99,524</b>	<b>99,524</b>	<b>-</b>	<b>0%</b>
<b>Service, Supplies and Other Charges</b>	<b>111,083</b>	<b>109,897</b>	<b>(1,186)</b>	<b>-1%</b>
SR911 Dispatch Services	131,237	139,060	7,823	6%
Patrol Vehicle Charges (Rates below)	65,000	65,000	-	0%
Admin Fee	-	-	-	
	<b>Estimated:</b>	<b>-</b>	<b>-</b>	
<b>Total Cost of City Contract</b>	<b>1,399,714</b>	<b>1,478,777</b>	<b>79,063</b>	<b>6%</b>
<b>Revenues:</b>				
City payment to County	1,395,731	1,474,794	79,063	6%
Grants, School, Security contractual events	3,983	3,983	-	0%
<b>Total Revenue</b>	<b>1,399,714</b>	<b>1,478,777</b>	<b>79,063</b>	<b>6%</b>

Type of Vehicle	Fuel, Repairs & Maint per mile	Replace- ment per mile	Toal
Patrol Car	\$ 0.63	\$ 0.26	\$ 0.89
Intermediate Sedan	\$ 0.29	\$ 0.18	\$ 0.47
Full Size Sedan	\$ 0.45	\$ 0.22	\$ 0.67
SUV Patrol	\$ 1.04	\$ 0.34	\$ 1.38