

1 **SERVICE AGREEMENT**

2
3 THIS AGREEMENT is dated _____ and is between the County of Fresno, a
4 political subdivision of the State of California, hereinafter referred to as "COUNTY" and City of
5 Huron, hereinafter referred to as "CITY".

6 WHEREAS, CITY desires to contract with the COUNTY for the performance of law
7 enforcement services by the COUNTY through its Sheriff's Office; and

8 WHEREAS, the COUNTY agrees, through its Sheriff's Office, to render such services,
9 on the terms and conditions set forth, and CITY agrees to pay the COUNTY the costs of
10 performing such services within the boundaries at the rate and under the terms and conditions
11 hereinafter set forth.

12 NOW, THEREFORE, the parties agree as follows:

13 1. **Obligations of COUNTY.** The COUNTY agrees, through its Sheriff's Office, that it
14 shall provide law enforcement services to CITY as requested in writing by CITY and agreed to
15 by the COUNTY, through its Sheriff's Office. Such services shall only encompass duties and
16 functions of the type coming within the jurisdiction and customarily rendered by the Sheriff under
17 the charter of said County and statutes of this State.

18 The COUNTY expressly reserves the right, through its Sheriff's Office, to assign
19 additional personnel, including but not limited to sworn deputies, detectives, and support staff, at
20 the sole discretion of the Sheriff's Office, when necessary to ensure the proper provision of law
21 enforcement services. The cost of such additional services will be at the expense of CITY, with
22 notice.

23 When investigative demands, case filings, or general detective services arising from
24 enforcement activities within CITY exceed the base level of service anticipated under this
25 Agreement, the Sheriff's Office may assign additional detective hours as necessary. Such
26 services shall be billed to CITY at the established hourly rate(s) set forth in section 5. (Deputy
27 Sheriff overtime rates).

1 The Sheriff's Office shall provide CITY with notice of the assignment of additional
2 personnel or services. Upon such notification, CITY may, at its election, cancel the request for
3 service if the additional assignment was made at its specific request. In all other instances
4 where the Sheriff's Office reasonably determines that additional detective services are required
5 to protect public safety, ensure the integrity of investigations, or comply with prosecutorial
6 requirements, the costs of such additional services shall remain the responsibility of the CITY.

7 The parties further agree to review the level of detective services provided under this
8 Agreement on a monthly basis and may amend the Agreement to adjust the baseline service
9 level and corresponding costs if the City's ongoing needs consistently exceed the base level of
10 detective services.

11 2. Nothing in this Agreement and/or law enforcement services rendered by the COUNTY
12 are intended to limit or eliminate CITY's use of other law enforcement resources or internal
13 staffing solutions outside the hours specified in this Agreement.

14 3. **Term of Agreement.** This Agreement is retroactive to January 1, 2026, and will
15 remain in full force and effect for period of six (6) months, to terminate June 30, 2026, unless
16 otherwise extended or terminated by either party upon notice. This Agreement may be extended
17 on a month-to-month basis upon written approval of both parties at least thirty (30) days before
18 the first day of the extension period. The Sheriff or his or her designee is authorized to sign the
19 written approval on behalf of the County. The extension of this Agreement by the County is not
20 a waiver or compromise of any default or breach of this Agreement by the City existing at the
21 time of the extension whether or not known to the County.

22 4. **Invoicing.** The COUNTY shall invoice CITY monthly for services rendered on actual
23 hours worked, based on the agreed hourly rate per deputy. Invoices shall be addressed to:

24 **City of Huron**

25 P.O. Box 339 Huron, CA 93234

26 Attn: Virginia Penalosa

27 Telephone: (559) 945-2241

1 CITY shall pay COUNTY within **thirty (30) days** of the invoice date. Payments shall be
2 addressed to:

3 **Fresno County Sheriff's Office**

4 P.O. Box 1788

5 Fresno, CA 93717

6 Attn: Business Office

7 **5. Compensation.**

8 CITY shall be charged for the actual hours worked per day for four (4) Deputies with
9 twelve (12) hours each, and one (1) Sergeant for ten (10) hours, for a maximum total of fifty-
10 eight (58) hours of service provided per day of the term of this Agreement.

11 CITY shall pay each correctly completed and timely submitted invoice within thirty (30)
12 days after receipt. Any payment made more than thirty (30) days after receipt of an invoice may
13 result in Agreement termination or service reduction, in the sole discretion of the Sheriff's Office,
14 without any penalty or recourse against the COUNTY. CITY shall remit payments to the
15 County's address specified in the invoice.

16 Sheriff's Office shall provide law enforcement services to CITY for an estimated duration
17 of six (6) months. CITY agrees to pay the current rates set forth in the County's Master
18 Schedule of Fees, Charges and Recovered Costs, Section 2609, subdivision (a) for Deputy
19 Sheriff per hour as applied to policing contracts, plus an eight percent (8%) shift premium on
20 qualified shifts worked from 1800-0600. The CITY agrees to pay the current actual overtime rate
21 for Sheriff Sergeant plus two percent (2%) shift premium on qualified shifts worked from 1530 to
22 2200. CITY acknowledges that these rates are subject to change, as delineated in this
23 Agreement. If such rates increase, COUNTY shall notify CITY of the date of such change, and
24 CITY agrees to pay such changed rate from the date of notification for the remaining term of this
25 Agreement. The maximum contracted hours are calculated in Exhibit A.

26 The estimated compensation payable to the COUNTY under this Agreement for services
27 provided to CITY up to June 30, 2026, is \$832,224.20. If the parties extend this Agreement
28

1 beyond June 30, 2026, please see Exhibit A for additional compensation for the month-to-month
2 extensions.

3 **6. Termination**

4 6.1 Termination for Breach.

5 (A) Upon determining that a breach (as defined in paragraph (C) below) has
6 occurred, the non-breaching party may give written notice of the breach to the breaching
7 party. The written notice may suspend performance under this Agreement, and must
8 provide at least 30 days for the breaching party to cure the breach.

9 (B) If the breaching party fails to cure the breach to the non-breaching party's
10 satisfaction within the time stated in the written notice, the non-breaching party may
11 terminate this Agreement immediately.

12 (C) For purposes of this section, a breach occurs when, in the determination of the
13 non-breaching party, the breaching party has:

14 (1) Failed to comply with any part of this Agreement;

15 (2) Submitted a substantially incorrect or incomplete report to the non-breaching
16 party; or

17 (3) Improperly performed any of its obligations under this Agreement.

18 6.2 Termination without Cause. In circumstances other than those set forth above,
19 either party may terminate this Agreement by giving at least 30 days advance
20 written notice to the other party.

21 **7. Indemnification**

22 The CITY shall indemnify and hold harmless and defend the COUNTY (including its
23 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages,
24 costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to
25 the COUNTY, the CITY, or any third party that arise from or relate to the performance or failure
26 to perform by the CITY (or any of its officers, agents, subcontractors, or employees) under this
27 Agreement. The COUNTY may conduct or participate in its own defense without affecting the
28 CITY's obligation to indemnify and hold harmless or defend the COUNTY.

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

8 CITY shall hold the COUNTY harmless for any reduction in law enforcement services
9 resulting from labor relations actions and CITY'S obligation to pay the COUNTY shall be
10 reduced for services not performed for that reason.

11 Without limiting the indemnification of each party as stated herein, it is understood and
12 agreed that County and City shall each maintain, at their sole expense, insurance policies or
13 self-insurance programs including, but not limited to, an insurance pooling arrangement and/or
14 Joint Powers Agreement to fund their respective liabilities including general liability, automotive
15 liability, workers' compensation and employers liability. Evidence of Insurance, e.g., Certificates
16 of Insurance or other similar documentation, shall be provided at the request of either party
17 under this Agreement.

18 8. The rendition of contract services, the standards of performance, the discipline of
19 officers, and other matters incident to the performance of such services and the control of
20 personnel so employed, shall remain in the COUNTY. In the event of dispute between the
21 parties as to the extent and duties and functions to be rendered under this Agreement, or the
22 minimum level or manner of such performance of such services, the determination made by the
23 Sheriff's Office shall be final and conclusive.

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

26 10. **Governing Law.** The laws of the State of California govern all matters arising
27 from or related to this Agreement.
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1 11. **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
2 County, California. Contractor consents to California jurisdiction for actions arising from or
3 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
4 brought and maintained in Fresno County.

5 12. **Construction.** The final form of this Agreement is the result of the parties'
6 combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to
7 be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
8 against either party.

9 13. **Days.** Unless otherwise specified, "days" means calendar days.

10 14. **Headings.** The headings and section titles in this Agreement are for convenience
11 only and are not part of this Agreement.

12 15. **Severability.** If anything in this Agreement is found by a court of competent
13 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains
14 in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
15 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
16 intent.

17 16. **Nondiscrimination.** During the performance of this Agreement, neither party
18 shall unlawfully discriminate against any employee or applicant for employment, or recipient of
19 services, because of race, religious creed, color, national origin, ancestry, physical disability,
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender
21 identity, gender expression, age, sexual orientation, military status or veteran status pursuant
22 to all applicable State of California and federal statutes and regulation.

23 17. **No Waiver.** Payment, waiver, or discharge by the either party of any liability or
24 obligation of the other party under this Agreement on any one or more occasions is not a
25 waiver of performance of any continuing or other obligation of the other party and does not
26 prohibit enforcement by a party of any obligation on any other occasion.

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

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19. **Authorized Signature.** Both parties represent and warrant to the other party that:

(A) Each party is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of each party is duly authorized to do so and his or her signature on this Agreement legally binds that party to the terms of this Agreement.

20. This Agreement supersedes any prior agreement between the COUNTY and CITY for the performance of law enforcement services and represents the entire understanding between the parties.

[SIGNATURE PAGE FOLLOWS]

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

2 CITY OF HURON

COUNTY OF FRESNO

3
4 Virginia Peñaloza
5 Virginia Peñaloza, City Manager

Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

6 P.O. Box 339
7 Huron, CA 93234

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

9
10 By: _____
Deputy

11 For accounting use only:

12 Org No.: 31113201
13 Account No.: 4975
14 Fund No.: 0001
15 Subclass No.: 10000
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Exhibit A

***These rates are subject to change, as delineated in this Agreement.**

Per day support Effective 01/01/2026- 01/07/2026	Overtime rate	Shift premium	Total Hourly Rate	Hours per day	# of officers per day	Total Hours/ Day	Total Cost /Day
Deputy Sheriff III, step 3, 1700-0500 8% shift premium	\$78.03	\$6.24	\$84.27	12	2	24	\$2,022.54
Deputy Sheriff III, step 3, 0500-1700 shift	\$78.03		\$78.03	12	2	24	\$1,872.72
						48	\$3,895.26
Sheriff Sergeant, step 3, 1200-2200 (2% shift premium from 1530 to 2200)	\$95.36	\$1.91	\$97.27	10	1	10	\$966.00
Total per day						58	\$4,861.25

Per day support Effective 01/08/2026	Overtime rate	Shift premium	Total Hourly Rate	Hours per day	# of officers per day	Total Hours/Day	Total Cost /Day
Deputy Sheriff III, step 3, 1700-0500 8% shift premium	\$80.55	6.444	\$86.99	12	2	24	\$2,087.86
Deputy Sheriff III, step 3, 0500-1700 shift	\$80.55		\$80.55	12	2	24	\$1,933.20
						48	\$4,021.06
Sheriff Sergeant, step 3, 1200-2200 (2% shift premium from 1530 to 2200)	\$95.36	1.9072	\$97.27	10	1	10	\$966.00
Total per day						58	\$4,987.05

Number of days per month support	Dep Shrf 7 days a week	Sgt 4 days a week
January 1-31 2026, 31days	31	19
February 2026, 28 days	28	16
March 2026, 31 days	31	19
April 2026, 30 days	30	18
May 2026, 31 days	31	19
June 2026, 30 days	30	18
Total number of days	181	109

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Total	# of hrs per month	Hourly Rate	Total Monthly Cost
January 2026 DS regular shift from 0500-1700 cost (January 1st-January 7th, 2026)	168	\$78.03	\$13,109.04
January DS 8% shift premium from 1700-1500 cost (January 1st-January 7th, 2026)	168	\$84.27	\$14,157.76
January 2026 DS regular shift from 0500-1700 cost (effective January 8th, 2026)	576	\$80.55	\$46,396.80
January DS 8% shift premium from 1700-1500 cost (effective January 8th, 2026)	576	\$86.99	\$50,108.54
January 2026 Sgt regular shift from 1200-1530 cost	67	\$95.36	\$6,341.44
January 2026 Sgt 2% shift premium cost from 1530 to 2200 cost	124	\$97.27	\$12,012.50
TOTAL JANUARY 2026 COST			\$142,126.09
February 2026 DS regular shift from 0500-1700 cost	672	\$80.55	\$54,129.60
February 2026 DS 8% shift premium from 1700-1500 cost	672	\$86.99	\$58,459.97
February 2026 Sgt regular shift from 1200-1530 cost	56	\$95.36	\$5,340.16
February 2026 Sgt 2% shift premium cost from 1530 to 2200 cost	104	\$97.27	\$10,115.79
TOTAL FEBRUARY 2026 COST			\$128,045.52
March 2026 DS regular shift from 0500-1700 cost	744	\$80.55	\$59,929.20
March 2026 DS 8% shift premium from 1700-1500 cost	744	\$86.99	\$64,723.54
March 2026 Sgt regular shift from 1200-1530 cost	67	\$95.36	\$6,341.44
March 2026 Sgt 2% shift premium cost from 1530 to 2200 cost	124	\$97.27	\$12,012.50
TOTAL MARCH 2026 COST			\$143,006.68
April 2026 DS regular shift from 0500-1700 cost	720	\$80.55	\$57,996.00
April DS 8% shift premium from 1700-1500 cost	720	\$86.99	\$62,635.68
April 2026 Sgt regular shift from 1200-1530 cost	63	\$95.36	\$6,007.68
April 2026 Sgt 2% shift premium cost from 1530 to 2200 cost	117	\$97.27	\$11,380.26
TOTAL APRIL 2026 COST			\$138,019.62
May 2026 DS regular shift from 0500-1700 cost	744	\$80.55	\$59,929.20
May 2026 DS 8% shift premium from 1700-1500 cost	744	\$86.99	\$64,723.54
May 2026 Sgt regular shift from 1200-1530 cost	67	\$95.36	\$6,341.44
May 2026 Sgt 2% shift premium cost from 1530 to 2200 cost	124	\$97.27	\$12,012.50
TOTAL MAY 2026 COST			\$143,006.68
June 2026 DS regular shift from 0500-1700 cost	720	\$80.55	\$57,996.00

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June 2026 DS 8% shift premium from 1700-1500 cost	720	\$86.99	\$62,635.68
June 2026 Sgt regular shift from 1200-1530 cost	63	\$95.36	\$6,007.68
June 2026 Sgt 2% shift premium cost from 1530 to 2200 cost	117	\$97.27	\$11,380.26
TOTAL JUNE 2026 COST			\$138,019.62
TOTAL JANUARY TO JUNE 2026			\$832,224.20

Number of days per month support	Dep Shrf 7 days a week	Sgt 4 days a week
July 2026, 31 days	31	19
August 2026, 31 days	31	19
September 2026, 30 days	30	18
October 2026, 31 days	31	19
November 2026, 30 days	30	18
December 2026, 31 days	31	19
Total number of days	184	112

Total	# of hrs per month	Hourly Rate	Total Monthly Cost		
July 2026 DS regular shift from 0500-1700 cost	744	\$80.55	\$59,929.20		
July DS 8% shift premium from 1700-1500 cost	744	\$86.99	\$64,723.54		
July 2026 Sgt regular shift from 1200-1530 cost	67	\$95.36	\$6,341.44		
July 2026 Sgt 2% shift premium cost from 1530 to 2200 cost	124	\$97.27	\$12,012.50		
TOTAL JULY 2026 COST			\$143,006.68	Total for 1st extension	\$975,230.87
August 2026 DS regular shift from 0500-1700 cost	744	\$80.55	\$59,929.20		
August 2026 DS 8% shift premium from 1700-1500 cost	744	\$86.99	\$64,723.54		
August 2026 Sgt regular shift from 1200-1530 cost	67	\$95.36	\$6,341.44		
August 2026 Sgt 2% shift premium cost from 1530 to 2200 cost	124	\$97.27	\$12,012.50		
TOTAL August 2026 COST			\$143,006.68	Total for 1st extension	\$1,118,237.55
September 2026 DS regular shift from 0500-1700 cost	720	\$80.55	\$57,996.00		
September 2026 DS 8% shift premium from 1700-1500 cost	720	\$86.99	\$62,635.68		
September 2026 Sgt regular shift from 1200-1530 cost	63	\$95.36	\$6,007.68		

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September 2026 Sgt 2% shift premium cost from 1530 to 2200 cost	117	\$97.27	\$11,380.26		
TOTAL SEPTEMBER 2026 COST			\$138,019.62	Total for 2nd extension	\$1,256,257.17
October 2026 DS regular shift from 0500-1700 cost	744	\$80.55	\$59,929.20		
October DS 8% shift premium from 1700-1500 cost	744	\$86.99	\$64,723.54		
October 2026 Sgt regular shift from 1200-1530 cost	67	\$95.36	\$6,341.44		
October 2026 Sgt 2% shift premium cost from 1530 to 2200 cost	124	\$97.27	\$12,012.50		
TOTAL OCTOBER 2026 COST			\$143,006.68	Total for 3rd extension	\$1,399,263.85
November 2026 DS regular shift from 0500-1700 cost	720	\$80.55	\$57,996.00		
November 2026 DS 8% shift premium from 1700-1500 cost	720	\$86.99	\$62,635.68		
November 2026 Sgt regular shift from 1200-1530 cost	63	\$95.36	\$6,007.68		
November 2026 Sgt 2% shift premium cost from 1530 to 2200 cost	117	\$97.27	\$11,380.26		
TOTAL NOVEMBER 2026 COST			\$138,019.62	Total for 4th extension	\$1,537,283.47
December 2026 DS regular shift from 0500-1700 cost	744	\$80.55	\$59,929.20		
December 2026 DS 8% shift premium from 1700-1500 cost	744	\$86.99	\$64,723.54		
December 2026 Sgt regular shift from 1200-1530 cost	67	\$95.36	\$6,341.44		
December 2026 Sgt 2% shift premium cost from 1530 to 2200 cost	124	\$97.27	\$12,012.50		
TOTAL DECEMBER 2026 COST			\$143,006.68	Total for 5th extension	\$1,680,290.14
TOTAL JULY TO DECEMBER 2026			\$848,065.95		