

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

DEPT: Sheriff
 Urgent _____ Routine _____

BOARD AGENDA # *B-10

AGENDA DATE February 27, 2000

CEO Concurs with Recommendation YES ps NO _____
 (Information Attached)

4/5 Vote Required YES _____ NO X

SUBJECT: APPROVAL FOR THE COUNTY AND SHERIFF TO ENTER INTO AN AGREEMENT WITH THE CITY OF MODESTO TO PROVIDE INMATE SECURITY SERVICES; AMEND THE SALARY AND POSITION ALLOCATION RESOLUTION AND ESTIMATED REVENUES.

STAFF RECOMMENDATIONS:

1. AUTHORIZE THE CHAIR OF THE BOARD OF SUPERVISORS AND THE SHERIFF TO SIGN THE AGREEMENT THAT PROVIDES FOR INMATE SECURITY SERVICES.
2. AMEND THE SALARY AND POSITION ALLOCATION RESOLUTION TO ADD THREE DEPUTY SHERIFF-CUSTODIAL OFFICERS TO THE SHERIFF'S ADULT DETENTION/HONOR FARM.
3. DIRECT THE AUDITOR TO INCREASE APPROPRIATIONS AND ESTIMATED REVENUES PER THE ATTACHED FINANCIAL TRANSACTION FORM.

FISCAL IMPACT:

The cost of providing the Deputy Sheriff-Custodial officers to provide the wanted inmate security services to the City of Modesto will cost approximately \$180,370 on an annual basis. The agreement is scheduled to begin March 1, 2001, which would result in an expense for the remainder of this Fiscal Year of \$61,790. All expenses incurred by the County will be paid by the City of Modesto.

BOARD ACTION

No. 2001-142

On motion of Supervisor Caruso, **Seconded by Supervisor Simon**, and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) X Approved as recommended
 2) _____ Denied
 3) _____ Approved as amended

Motion:

Christine Ferraro

APPROVAL FOR THE COUNTY AND SHERIFF TO ENTER INTO AN AGREEMENT WITH THE CITY OF MODESTO TO PROVIDE INMATE SECURITY SERVICES; AMEND THE SALARY AND POSITION ALLOCATION RESOLUTION AND ESTIMATED REVENUES.
PAGE TWO

DISCUSSION: The City of Modesto has, for many years, used inmate labor to assist in their maintenance of their parks and other infrastructure facilities. Presently, the City has assigned an employee who would pick up the inmates at the Honor Farm, transport them to their area of work, and then repeat the process at the end of the day. There have been many issues over the years, especially concern of employees not being well versed in what they can or cannot do with the inmate and how best to control the inmate from a security standpoint. The City of Modesto has approached the Sheriff and said that they were interested in having Deputy Sheriff-Custodial personnel actually provide the security and transportation of the inmates involved in this program. It appears that this would reduce the amount of time that is spent by City employees away from their task and that it would eliminate the driving to and from the Honor Farm and picking up the work crews. The City is agreeable to providing the transportation for three inmate work crews. The Deputy Sheriffs would transport the inmates to the work location, remain there with them providing security, and, at the end of the work day, return the inmates to the Honor Farm.

It will be necessary to adjust the shifts that these Deputies work to get in line with shifts that the Modesto City Parks Department currently utilize. The agreement is a five year agreement which is renewable on an annual basis.

We believe that this agreement provides benefits to both the City of Modesto as well as to the Sheriff. It is in the Sheriff's interest to keep as many inmates working, doing productive tasks, as possible, during their stay at the Honor Farm. It is also believed that the presence of uniformed Deputies with the inmate work crews will lead to a higher comfort level by citizens, especially when the work is taking place in public areas. It is anticipated that the three Deputy Sheriff-Custodial positions will cost \$185,370 on an annualized basis. With the agreement beginning on March 1st, we anticipate a cost of \$61,790 for the remainder of the Fiscal Year. This cost will be billed to and paid by the City of Modesto through their Operations and Maintenance Department.

POLICY

ISSUES: Approval of this request will further the Board of Supervisor's goals of Intergovernmental partnerships and safe communities.

STAFFING

IMPACT: Amend the Salary and Position Allocation Resolution to add three Deputy Sheriff-Custodial officers to legal budget unit 28300 Sheriff's Adult Detention.

AUDITOR-CONTROLLER BUDGET JOURNAL

BUDGET JOURNAL SCREEN

Budget Organization **Stanislaus Budget Org**
 Budget **LEGAL BUDGET**
 Accounting Period From **Jul-00**
 To **Jun-01**



BATCH SCREEN

Journal Batch **SO PG** BO **--**
 Category **Budget**

Line	Coding Structure							Period	Description	
	Fund	Org	Account	G/L Proj	Loc	Misc	Feb-01			
	4	7	5	7	6	6	AMOUNT			
1	100	28310	50000				.0	37,646.00	Increase salaries	
2	100	28310	52000				.0	7,657.00	Increase retirement	
3	100	28310	53000					6,476.00	Increase Health	
4	100	28310	54000					3,918.00	Increase Workers Comp	
5	100	28310	52010				.0	2,880.00	Increase FICA	
6	100	28310	50020				.0	3,213.00	Increase extra help (backfill)	
7	100	28310	32800				.0	61,790.00	LE revenue-City of Modesto	
8							.0			
9							.0			
10							.0			
11							.0			
12							.0			
13							.0			
14							.0			
15							.0			
16							.0			
17							.0			
18							.0			
19							.0			
20							.0			
21							.0			
22							.0			
23							.0			
24							.0			
25							.0			
Totals									123,580.00	

Set up approp and est revenue for new contract with City of Modesto for three deputy sheriff custodial officers to perform work at the City parks and other locations.

Requesting Department <i>Pat Daltre</i>		CEO <i>Patricia Livingston</i>		Auditors Office Only	
Signature <i>Pat Daltre</i>		Signature <i>Patricia Livingston</i>		Prepared By <i>M Jackson</i>	
Date <i>2/13/01</i>		Date <i>2/20/01</i>		Admin Approval (\$75K+) <i>2/13/01</i>	
Date		Date		Date	

MODESTO CITY COUNCIL
RESOLUTION NO. 2001-114

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT
WITH STANISLAUS COUNTY FOR INMATE SECURITY SERVICES.

WHEREAS, the City of Modesto desires to use inmate labor to perform certain tasks within its boundaries and whereas the City of Modesto desires that the Sheriff of Stanislaus County provide inmate security services to maintain security of said inmates while so assigned; and

WHEREAS, the County of Stanislaus agrees to provide the City of Modesto, through the Sheriff of Stanislaus County, with inmate security services and functions pursuant to the terms and conditions of said Agreement; and

WHEREAS, the performance by the County of Stanislaus for the City of Modesto of the inmate security service will require that the County incur certain costs and expenses; and

WHEREAS, it is the intent of both the City of Modesto and the County of Stanislaus that the City will compensate the County for all such reasonable costs and expenses incurred by the County; and

WHEREAS, the parties to this Agreement have the legal authority to enter into this Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that the Agreement between the City of Modesto and the County of Stanislaus for inmate security services be, and it is hereby approved.

BE, IT FURTHER RESOLVED that the execution of said agreement by the designated City officials be authorized.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 13th day of March, 2001, by Councilmember Friedman, who moved its adoption, which motion being duly seconded by Councilmember Fisher, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Conrad, Fisher, Friedman, Frohman, Serpa, Smith,
Mayor Sabatino

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: Jean Zahr
JEAN ZAHR, City Clerk

(SEAL)

APPROVED AS TO FORM:

By

Michael D. Milich
MICHAEL D. MILICH, City Attorney

**Stanislaus County Sheriff's Department
250 East Hackett Rd.
Modesto, CA. 95358**

AGREEMENT TO FURNISH INMATE SECURITY SERVICES

THIS AGREEMENT, is made and entered into by and between the County of Stanislaus, hereinafter called COUNTY, and the City of Modesto, hereinafter called CITY, and shall become effective March 1, 2001

RECITALS

WHEREAS, CITY desires to use inmate labor to perform certain tasks within and its boundaries and whereas CITY desires that the Sheriff of Stanislaus County provide inmate security services to maintain security of said inmates while so assigned; and

WHEREAS, COUNTY agrees to provide through the Sheriff of Stanislaus County CITY with inmate security services and functions as described herein and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the performance by COUNTY for CITY of the inmate security services and functions referenced herein will require COUNTY to incur certain costs and expenses; and

WHEREAS, it is the intent of the parties to this Agreement that CITY will compensate COUNTY for all such reasonable costs and expenses incurred by COUNTY; and

WHEREAS, the parties to this Agreement have the legal authority to enter into this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

TERMS AND CONDITIONS

I. The aforementioned Recitals are true and correct and are

deemed to be terms and conditions of this Agreement.

2. The term of this Agreement shall be for a period of about five years from March 1, 2001 through, December 31, 2006 inclusive.

3. Subject to all of the terms and conditions of this Agreement, including, but not limited to, any and all additional terms and conditions contained in any exhibit or attachment hereto, COUNTY shall perform, and CITY shall be entitled to have COUNTY perform, such inmate security services and functions for CITY as are set forth in this agreement.

4. All persons employed in the performance of this Agreement shall be employees of COUNTY. No person employed by COUNTY hereunder shall have any CITY pension, civil service, or other status or right.

5. No officer, employee or department of COUNTY shall perform for CITY any inmate security service or function not coming within the scope of the duties of such officer, employee or department in performing such services or functions for COUNTY.

6. Inmate security services performed by the COUNTY pursuant to this agreement shall be performed by Custodial Deputy Sheriff's from the Stanislaus County Sheriff's Department. The Sheriff of Stanislaus County will assign a deputy sheriff custodial officer to provide inmate supervision for each of three inmate work details assigned the City of Modesto Operations and Maintenance Department. The shifts of the assigned deputy sheriff custodial

officer will be as consistent as possible with the current city employees' shifts in the department to which the inmates are assigned. The assigned deputy sheriff custodial officer will transport the inmates from the custodial facility to the worksite and shall be solely responsible for maintaining control, custody and security of them at all times while performing the services provided for in this agreement. The deputy will have the final decision on the appropriateness of the assigned job making sure that any necessary training or security precautions have been addressed prior to any inmate performing a job task. The job site supervisor will direct and supervise the inmates in the work that is being performed.

7. The CITY will provide the necessary transportation vans for the deputies to use in transporting the inmate crews to and from the worksite. These vehicles will be maintained by the CITY in accordance with any law or regulation that pertains to the transportation of inmates or passengers and will not exceed a capacity that would necessitate the operator to have a drivers license in excess of class C as defined by the California Vehicle Code. CITY and COUNTY understand and agree that from time to time there may be costs for fuel or maintenance and repairs incurred by COUNTY in the operation of these vans. These costs will be billed to CITY as part of the monthly billing but stated separately.

8. CITY, its officers, agents, employees, and volunteers by this Agreement, shall not assume any liability for the direct payment of any salary or wages to any COUNTY officer or employee performing services hereunder for CITY, nor for the direct payment of compensation or indemnity to any COUNTY officer or employee for any injury to or illness of such officer or employee arising out of his employment by COUNTY, nor for the direct payment of any claims, settlements or judgments resulting or arising solely from any negligent or wrongful act or omission of COUNTY, its officers and employees in performing the services or functions provided for in this Agreement and COUNTY shall hold harmless, defend and indemnify CITY, its officers and employees against each and any such liability that may arise either directly or indirectly under this agreement.

9. COUNTY, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of CITY, nor of any officer or employee thereof, nor for any dangerous condition of the streets or property of CITY, and CITY shall hold harmless, defend and indemnify COUNTY, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting 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.

10. CITY shall compensate COUNTY the direct costs and expenses of performing each service and function performed by COUNTY under the terms of this Agreement as set forth in more detail in Exhibit A. Insurance costs shall include a pro rata share of the COUNTY costs incurred in maintaining general and all other applicable liability insurance coverage and in self-insuring for the acts or omissions of the COUNTY, its officers and employees and a pro-rata share of the COUNTY costs incurred in insuring and self-insuring for workers' compensation, which shall be charged on the basis of a rate per \$100.00 of payroll for the particular type of service being performed.

Applicable rates for the services and functions to be performed by COUNTY and to be charged at the time of execution of this Agreement are set forth in Exhibit A, attached hereto and incorporated herein by this reference. Except as otherwise specified hereafter, the rates charged for the performance of each service or function pursuant to this Agreement shall be recomputed annually during the month of June, and revised accordingly, by COUNTY.

In the event salaries and wages of the COUNTY officers and employees performing inmate security services pursuant to this agreement are changed at a time not coincident with the time for re-establishment of rates, the rates

for salaries and wages set forth in Exhibit A shall be readjusted to reflect the appropriate rates pursuant to the effective date of the Memorandum of Understanding concerning the employees performing this Agreement. In the event insurance costs for COUNTY'S liability or workers' compensation programs are changed at a time not coincident with the time for re-establishment of rates, the rates for COUNTY liability program costs set forth in Exhibit A shall be readjusted to reflect the appropriate rates effective thirty (30) days after written notification to CITY, or with the approval of both parties any additional compensation required will be added to the adjustment of Exhibit A at the beginning of the next fiscal year and collected during that fiscal year.

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

12. CITY and COUNTY agree that there exists an agreement between CITY and COUNTY as to the coverage of workers' compensation for inmates assigned to work on CITY crews. Any inmate workers compensation claims arising from this agreement will be governed by the existing agreement between CITY and COUNTY.

13 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.

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

STANISLAUS COUNTY SHERIFFS DEPARTMENT
250 E HACKETT RD 95358
POST OFFICE BOX 858
MODESTO, CALIFORNIA 95353

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:

Peter Cowles Operations & Maintenance Dept.
CITY OF MODESTO
P.O. Box 642
MODESTO, CALIFORNIA 95353

15. COUNTY shall provide CITY, within thirty (30) days of the close of each calendar month, a statement covering 1/12 (one-twelfth) of the annual contract amount plus any additional expenses provided for in this agreement. CITY shall pay COUNTY within thirty (30) days after receipt of such statement.

Both parties may, by mutual agreement between the CITY Manager and COUNTY Chief Executive, or their designees, agree that the COUNTY'S submittal to the CITY of a statement of expenses for services rendered under this section shall be made on a quarterly basis provided that this method of payment is not inconsistent with any other provisions of this Agreement.

16. All personnel, excluding inmates, provided by the Sheriff in the performance of this Agreement shall be COUNTY officers and employees while engaged in such performance. The CITY shall have no liability for any salaries, wages, workers' compensation, or incidental personnel expenses to the COUNTY beyond those specified in this Agreement and COUNTY shall hold harmless, defend and indemnify CITY, its officers and employees against any such liability arising directly or indirectly out of any such claim.

17. Either party may terminate this Agreement effective the first day of the month of July of any year upon providing notice in writing to the other party not less than one hundred and eighty (180) days prior to the effective date of such termination provided that such termination shall be subject to all provisions set forth in this Agreement, or any subsequent amendment to this Agreement providing for or concerning settlement upon termination, including, but not limited to, further provisions of this paragraph. Each party agrees that the party terminating this Agreement shall pay the actual damages associated with the termination of this Agreement to the other party.

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

19. Duties and Obligations Upon Termination. In the event a decision is made to terminate this Agreement pursuant to the provisions of paragraph 17, all parties shall execute any and all documents required by federal, state, county or local law to effectuate such a dissolution.

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

21. Miscellaneous Provisions.

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

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

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

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

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

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

(g) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

(h) Co-partnership Disclaimer. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any manner creating or establishing the relationship of co-partners or joint ventures between the parties hereto, or as constituting any party to this Agreement as an agent or representative of CITY for any purpose or in any manner whatsoever.

(i) Non-Waiver. Any waiver of any breach of covenants or conditions herein contained to be kept and performed by either party shall be effective only in writing. No written waiver shall be deemed or considered a continuing waiver and shall not operate to bar or prevent any other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

(j) Venue. The venue for any action brought by any party to this


Agreement against any other party to enforce the terms and conditions thereof shall be maintained in Stanislaus County, California, in the proper court having jurisdiction.

(k) It is further understood and agreed that the language of each and all paragraphs, terms, and/or provisions of this Agreement shall, in all cases and for any and all purposes, any and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this agreement.

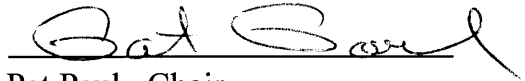
IN WITNESS WHEREOF, COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board of Supervisors and the seal of said Board to be affixed and attested by the Clerk thereof; and **CITY** has, by order of the City Council, caused these presents to be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

CITY OF MODESTO

COUNTY OF STANISLAUS

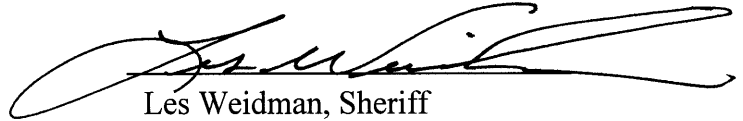


Jack Crist
City Manager



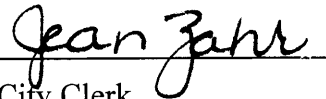
Pat Paul, Chair
Board of Supervisors

March 13, 2001
Res. 2001-114

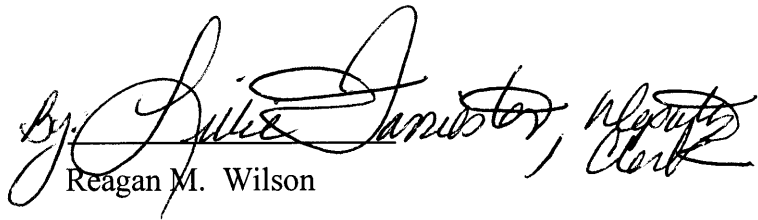


Les Weidman, Sheriff
Stanislaus County

Attest:



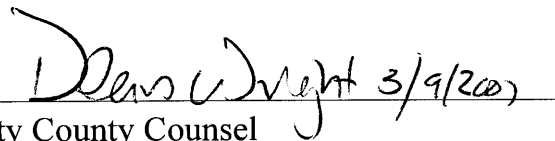
City Clerk
JEAN ZAHR, City Clerk
City of Modesto



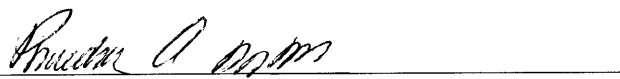
Reagan M. Wilson

Clerk of the Board
Stanislaus County

APPROVED AS TO FORM:

By  3/9/2001

Deputy County Counsel
for Michael H. Krausnick
County Counsel

By 

Phaedra Norton, Deputy City Attorney
for Michael Milich, City Attorney
City of Modesto

EXHIBIT A

**STANISLAUS COUNTY SHERIFF'S DEPARTMENT
CONTRACT RATES FOR
CITY OF MODESTO AGREEMENT TO
FURNISH INMATE SECURITY SERVICES
2000/2001**

Staffing	Number	ANNUAL Rates
Deputy Sheriff Custodial	3	\$ 185,370.00

Overtime: Will be billed at the rate of \$ 36.62 per hour for each employee.

The above rates are current rates, they are expected to change as the labor unit for the above employees is currently negotiating a new contract. Any modifications will be made in accordance with this agreement.