

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

DEPT: SHERIFF / ADULT DETENTION
Urgent _____ Routine X

BOARD AGENDA # *B-2

AGENDA DATE August 7, 2001

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

4/5 Vote Required YES _____ NO X

SUBJECT:

APPROVAL FOR SHERIFF TO ENTER INTO AN AGREEMENT WITH MODESTO CITY SCHOOLS FOR A VOCATIONAL CERTIFICATION TRAINING PROGRAM; ADJUST APPROPRIATIONS; AMEND THE SALARY AND POSITION ALLOCATION RESOLUTION AND AUTHORIZE THE REDUCTION IN FORCE OF ONE PARK SUPERVISOR

**STAFF
RECOMMEN-
DATIONS:**

1. AUTHORIZE THE SHERIFF TO ENTER INTO THE AGREEMENT WITH MODESTO CITY SCHOOLS FOR A VOCATIONAL CERTIFICATION TRAINING PROGRAM.
2. AUTHORIZE THE SHERIFF TO EXECUTE MEMORANDUMS OF UNDERSTANDING WITH THE STANISLAUS COUNTY COMMUNITY SERVICES AGENCY AND OTHER COUNTY DEPARTMENTS TO PROVIDE VOCATIONAL TRAINING.

**FISCAL
IMPACT:**

It is anticipated that the total cost of this program will be \$79,500. Approximately \$54,500 of the cost to the Sheriff's budget will be absorbed in the existing budget appropriations. Approximately \$25,000 will be funded by the Inmate Welfare Trust fund initially, with program fees serving to offset use of these funds. The participants from the departments outside of the Sheriff's Adult Detention division will pay fees to the program to reimburse the costs of the Inmate Welfare Trust. No additional net County cost will be incurred.

BOARD ACTION AS FOLLOWS:

No. 2001-585

On motion of Supervisor Blom, Seconded by Supervisor Caruso
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:

APPROVAL FOR SHERIFF TO ENTER INTO AN AGREEMENT WITH MODESTO CITY SCHOOLS FOR A VOCATIONAL CERTIFICATION TRAINING PROGRAM AND TO ENTER INTO A MOU WITH OTHER COUNTY FOR THEIR PARTICIPATION IN THIS PROGRAM.

Page 2

STAFF
RECOMMEND-
ATIONS

Continued:3. DIRECT THE AUDITOR-CONTROLLER TO INCREASE APPROPRIATIONS AND REVENUES AS PER THE ATTACHED FINANCIAL TRANSACTION FORM.

4. AMEND THE SALARY AND POSITION ALLOCATION RESOLUTION TO DELETE ONE PARK SUPERVISOR POSITION ASSIGNED TO THE DETENTION DIVISION EFFECTIVE SEPTEMBER 7, 2001.
5. AUTHORIZE THE REDUCTION-IN-FORCE ACTION OF ONE PARK SUPERVISOR CONSISTENT WITH THE COUNTY REDUCTION-IN-FORCE POLICY AND APPLICABLE MEMORANDUM OF UNDERSTANDING PROVISIONS TO BE EFFECTIVE AT CLOSE OF BUSINESS SEPTEMBER 7, 2001.
6. AMEND THE SALARY AND POSITION AND ALLOCATION RESOLUTION TO ADD ONE DEPUTY SHERIFF-CUSTODIAL POSITION ASSIGNED TO THE DETENTION DIVISION BUREAU OF ADMINISTRATIVE SERVICES.

DISCUSSION: The Sheriff's Adult Detention Division for the past three years operated a landscape maintenance program in partnership with the Yosemite Junior College district. This program was in conjunction with the ELSE grant which completed its funding cycle in June 2001. The program was successful in many inmates as well as individuals in StanWorks training were provided viable vocational skills with which to become employed citizens of the community.

With the conclusion of the ELSE grant, it became necessary to find a way to replace this program. We began talking with the Modesto City Schools Vocational Certification Program and we have developed with them a program that is even more comprehensive. It has been expanded in other areas such as small engine repairs, and construction technology.

The expenditure of funds and the receipt of revenue from the participants or participating agencies will pass through the Sheriff's Inmate Welfare trust fund. Inmate Welfare funds will be used to pay the necessary costs for the program and those funds will be reimbursed by the fees that are charged. The Inmate Welfare Trust Committee has approved this program on June 22, 2001.

APPROVAL FOR SHERIFF TO ENTER INTO AN AGREEMENT WITH MODESTO CITY SCHOOLS FOR A VOCATIONAL CERTIFICATION TRAINING PROGRAM AND TO ENTER INTO A MOU WITH OTHER COUNTY FOR THEIR PARTICIPATION IN THIS PROGRAM.

Page 3

DISCUSSION

CONTINUED: In the prior program, the landscape supervisor was needed for the afternoon field instruction. It is no longer needed as Modesto City Schools will be providing a full-time instructor for the programs. The school does, however, believe that it is necessary for us to provide a security officer to work with the program. In the original program, the landscape work at the Sheriff's Operations Center and Public Safety Center was done by inmate Crews as part of the training program. The Original appropriation for landscape contractor services was utilized to fund the landscape supervisor's salary.

In order to meet the current requirements of Modesto City Schools in the security area, we would like to eliminate the landscape supervisor position and use those funds which are already budgeted for that position to apply to a Deputy Sheriff-Custodial position. The difference in salary which will be \$8,000 and will be paid for by the Inmate Welfare Trust. The employee occupying the landscape supervisor position was informed at the time he took the position, that the grant was only for a period of three years. Every effort will be made as directed under the County Reduction- In-Force policy and applicable Memorandum of Understanding provisions to find other employment within the county system for this employee.

We anticipate the program bringing in approximately \$25,000 per year which will cover the necessary costs incurred in providing the training.

The Community Services Agency has been a partner in the program for the three years that it has existed. We have prepared a Memorandum of Understanding with them to continue the participation of their STANWORK's participants in this vocational training program. We also plan to continue providing landscape services to other county departments located at the Hackett Road complex. The necessary agreements will be prepared which will primarily reimburse the program for expenses incurred in providing the necessary maintenance to their landscape areas.

APPROVAL FOR SHERIFF TO ENTER INTO AN AGREEMENT WITH MODESTO CITY SCHOOLS FOR A VOCATIONAL CERTIFICATION TRAINING PROGRAM AND TO ENTER INTO A MOU WITH OTHER COUNTY FOR THEIR PARTICIPATION IN THIS PROGRAM.

Page 4

POLICY

ISSUES:

This action supports the Board's priorities in multi-jurisdictional cooperation, efficient government operation, a safe and healthy community and economic development.

STAFFING

IMPACT:

It is requested that the Salary and Position Allocation Resolution be amended to delete one Park Supervisor position (#7681) effective September 7, 2001 and add a new position of Deputy Sheriff-Custodial to legal budget unit Sheriff- Detention 28300.

**AUDITOR-CONTROLLER
BUDGET JOURNAL**

**AUDITOR-CONTROLLER
COPY**

BUDGET JOURNAL SCREEN

Budget Organization **Stanislaus Budget Org**
 Budget **LEGAL BUDGET**
 Accounting Period From **Jul-01**
 To **Jun-02**



BATCH SCREEN

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

Line	Coding Structure						Period	Description	
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	Jun-02 AMOUNT		
1	6372	64100	40400	0	0	0.0	25,000.00	Increase estimated revenue - Misc Rev	
2	6372	64100	63645	0	0	0.0	25,000.00	Increase appropriations - Landscape	
3						.0			
4						.0			
5	0100	28320	40601	0	0	0.0	8,900.00	Increase estimated revenue - Trust Tsfr	
6	0100	28320	50000	0	0	0.0	8,900.00	Increase appropriations - Salaries	
7						.0			
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			
Sub Totals								67,800.00	

Explanation: Set up estimated revenue and appropriations for Landscaping Program.

Requesting Department	CEO	Auditors Office Only	
<u>M. Jackson</u> Signature 7/11/01 Date	<u>Patricia Hiza</u> Signature 7/3/01 Date	Prepared By <u>[Signature]</u> Date	Admin Approval (\$75K+) <u>[Signature]</u> 7-17-01 Date

STANISLAUS COUNTY BOARD OF SUPERVISORS

1010 10th STREET, Suite 6700

MODESTO, CA 95354

(209) 525-4494

Fax: (209) 525-4420

Memo

To: Auditor-Controller
CEO
Sheriff/Adult Detention
Personnel

From: Suzi Seibert
Deputy Clerk

Date: August 23, 2001

Subject Item *B-2, August 7, 2001

Please note that Agenda Item *B-2 from the August 7, 2001 Board of Supervisors meeting contained incorrect information on page 4.

Please discard the copy of the resolution that you previously received and replace it with the attached copy. I apologize for any inconvenience this may have caused you. -If you have any questions, please feel free to contact me at 567-4926.

Thank you!



**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the Agreement) is made and entered into by and between the COUNTY OF STANISLAUS ("County") and Modesto City Schools ("Contractor") on June 25, 2001.

RECITALS

WHEREAS, the County has a need for services involving Providing the Vocational Education needs for the Stanislaus County Sheriff's Department: and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the

requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. CONSIDERATION

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materials shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. TERM

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in Exhibit A, if any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. INSURANCE

7.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or

omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

7.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retention or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retention or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retention, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

7.3 The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Worker's Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

7.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

7.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best rating of at least A-: VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

7.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insured under its insurance policies.

7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

8. DEFENSE AND INDEMNIFICATION

8.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.

8.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

9. STATUS OF CONTRACTOR

9.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected

to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

9.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

9.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. RECORDS AND AUDIT

10.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. NONDISCRIMINATION

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate

in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
 Department of Sheriff
 Attention: Les Weidman, Sheriff-Coroner
 250 East Hackett Road
 Modesto, CA 95358

To Contractor: Modesto City Schools
School to Career Education
Attention: Rodney Owen
426 Locust Street
Modesto, CA 95351

15. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. 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.

17. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement

shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS

Modesto City Schools

for Marlene Jackson
Les Weidman
Sheriff-Coroner

Rodney L. Owen
Rodney L. Owen
Director of School to Career Education

APPROVED AS TO FORM:
MICHAEL H. KRAUSNICK
COUNTY COUNSEL

By E. Vernon Seely, Dist. County Counsel
Dean Wright
Deputy County Counsel

V:\CO\WP\JPD\FORMS\IND-CON.AGM

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide two eighteen-week sessions per year for a minimum of five Landscaping, ten Welding, and ten Building Construction participants under this Agreement as follows:

Purpose

- To provide training and rehabilitation to inmates incarcerated at the Stanislaus County Sheriff's Department jail facilities.
- To teach incarcerated inmates in various Vocational Education subjects, to include and not be limited to; landscaping, ornamental horticulture, building construction, welding, and small engine repair principals and applications.

Objective

- To certify incarcerated inmate students in, but not limited to, landscaping, ornamental horticulture, building construction trades, welding, and small engine repair etc., and provide them job placement assistance in the area of greatest interest to them.
- To maintain the current landscaping activities of the Sheriff's Department, to expand these activities to include the Equestrian Center, to modify and rebuild existing structures on the Safety Center property, as well as to build new structures. Finally to maintain, clean and service all equipment used in these activities.

B. STATEMENT OF WORK

Stanislaus County Sheriff's Department agrees:

- To provide at least twenty-five (25) student inmates for the above named programs.
- To provide sufficient security staff.
- To secure a location for the above named programs.
- To provide safety equipment for all students.
- To provide storage for equipment connected to this program.
- To provide all utilities needed for training area and equipment.
- To provide all structural materials.
- To pay any enrollment fees at Modesto Junior College incurred by participants that do not qualify for a fee waiver.

Modesto City Schools' School-to-Career Education Program agrees:

- To provide a qualified instructor for each program.
- To provide equipment for this program.
- To provide any seeds, etc., which will be used for Non-Sheriff Department activities.
- To help with paper work for student inmates assistance.
- To help with job placement assistance upon completion of this program.

**COUNTY OF STANISLAUS
MOU BETWEEN COMMUNITY SERVICES AGENCY
AND SHERIFF FOR
VOCATIONAL CERTIFICATION TRAINING PROGRAM SERVICES
EFFECTIVE: JULY 17, 2001**

I. DECLARATION

This AGREEMENT is entered into this seventeenth day of July 2001, by and between the Stanislaus County Community Services Agency, hereinafter referred to as "CSA," and Stanislaus County **Sheriff's Office**, hereinafter referred to as "Sheriff," for the purpose of setting forth the duties and responsibilities of both parties for the purpose of providing vocational certification training programs, to include but not limited to welding, landscape and construction as described in Section III.C.

II. DEFINITIONS

See Section III.C. for the description of services.

III. DUTIES AND RESPONSIBILITIES

A. CSA and SHERIFF shall have the following joint responsibilities:

1. SHERIFF shall provide CSA, in writing, the name and address of the person who has primary responsibility for liaison and coordinator of contact activities. CSA shall provide a similar liaison person to SHERIFF.
2. These persons will act on behalf of their respective organizations to ensure compliance with all AGREEMENT provisions.

B. CSA Responsibilities:

1. CSA shall refer StanWORKs participants to SHERIFF to the vocational training program.
2. CSA shall purchase classroom books and personal safety equipment to be used by the participants needed for the welding program. Safety equipment to include but not limited to: helmet, gloves, leather, jackets, apron, safety glasses, hood and lens.

3. CSA shall reimburse SHERIFF for the cost of the tuition of participants and for materials required for the training.

C. SHERIFF Responsibilities

1. In conjunction with Modesto City Schools to Career Education Program, provide vocational training programs at 250 East Hackett Road, Modesto, California and, as determined, at other sites as provided by Modesto City Schools and/or the SHERIFF.
2. The thirty-six (36) weeks training program will include at least ten (10) StanWORKs participants. The training program will include both classroom training and a hands-on training component. Enrollment is open and vacancy can be filled at any time.
3. SHERIFF shall provide the supervision to the participants while working on the construction and repairs of pipe fences, corrals and other vocational projects around areas as approved by the CEO's office.

IV. TERMS AND CONDITIONS

It is agreed as follows:

1. This AGREEMENT shall commence on July 17, 2001 and will continually renew annually, unless terminated at a date agreed upon by both parties.
2. Payment of all services provided in accordance with the provisions of this AGREEMENT are contingent upon the availability of County, State and federal funds
3. SHERIFF shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institution Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that any and all information of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

4. Notwithstanding Sheriff's regulations, SHERIFF shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this agreement for a minimum of five (5) years from the termination or completion of this agreement, or until such records and their supporting documents are released due to closure of federal/state audit, whichever is longer. This includes any handwriting, typewriting, printing, photo static, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
5. SHERIFF agrees that there shall be no discrimination on the basis of race, color, religion, ancestry, sex, age, national origin, physical handicap or medical condition.

6. Totality of AGREEMENT

This AGREEMENT contains all the terms and conditions agreed upon by SCA and SHERIFF and no other understanding, oral, or otherwise, regarding this AGREEMENT, shall be deemed to exist or to bind any of the parties to this AGREEMENT.

7. Alterations, Modifications

Any amendments, alterations, variations, modifications, or waivers of provisions of this AGREEMENT shall be valid only when reduced to writing, duly signed and attached to the original of this AGREEMENT.

8. Supplantation

SHERIFF shall not supplant any Federal, State or County funds intended for the purposes of this AGREEMENT with any funds made available under this AGREEMENT. SHERIFF shall not claim reimbursement from CSA for, or apply sums received from CSA with respect to that portion of its obligations, which have been paid by another source of revenue. SHERIFF agrees that it will not use funds received pursuant to this AGREEMENT, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of CSA.

V. FISCAL PROVISIONS

A. Cost Rates

1. The minimum amount of the first year AGREEMENT shall be equal to \$18,650.00.
2. CSA shall reimburse SHERIFF for \$65 tuition cost for each participant for the 36-week course. In addition, CSA shall reimburse SHERIFF \$1,800.00 per slot for materials, electrical costs, and miscellaneous costs. All costs are based on twenty-five (25) StanWORKs participants in the training program.
3. Costs must conform with Federal costs regulations OMB Circular A-87, A guide for State and Local Government Agencies.

B. Billings

SHERIFF shall submit an invoice at the end of the training program to CSA in format specified by SHERIFF and CSA within thirty (30) days following the end of the training program. Invoices shall identify the period of service, the participants' names, social security numbers and the cost for each participant with a separate cost for both tuition and materials and a grand total.

C. Payments

If the conditions set forth in this AGREEMENT are met, CSA shall pay via journal voucher the sum of money claimed by the approved billings, less any credit due CSA for adjustments of current or prior billing. If the conditions are not met, CSA shall pay when the necessary processing is completed.



IN WITNESS WHEREOF, the parties have executed this AGREEMENT in Modesto, California.

BY: _____ Date _____
Sheriff's Office

BY: _____ Date _____
Director, Community Service Agency