

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

DEPT: SHERIFF ELC

BOARD AGENDA # *B-7

Urgent Routine

AGENDA DATE November 17, 2015

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval for the Sheriff to Sign an Agreement with the State of California, California Highway Patrol to Provide Investigative Personnel on Overtime to the Stanislaus County Auto Theft Task Force (StanCATT)

STAFF RECOMMENDATIONS:

Authorize the Sheriff to sign the State of California, Department of California Highway Patrol Standard Agreement for the period of August 1, 2015 through July 31, 2018 to provide investigative personnel to the StanCATT auto theft task force, along with any extensions or amendments at no cost to the County General Fund.

FISCAL IMPACT:

The Adopted Final Budget for the Sheriff Vehicle Theft Fund includes anticipated revenue for StanCATT of \$419,000 and anticipated expenditures of \$460,939. The difference of \$41,939 will be paid through the use of fund balance in the Stanislaus Vehicle Theft Fund which will leave a projected year-end fund balance of \$391,737. The proposed agreement will allow the Sheriff, as the fiduciary for the Stanislaus Vehicle Theft Fund, to pay the California Highway Patrol \$35,000 per year for three years of investigative work, performed on overtime by CHP staff.

Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2015-568

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa

and approved by the following vote,

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

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.

Approval for the Sheriff to Sign an Agreement with the State of California, California Highway Patrol to Provide Investigative Personnel on Overtime to the Stanislaus County Auto Theft Task Force (StanCATT)

FISCAL IMPACT (Continued):

The maximum total cost for this three year agreement is \$105,000. Appropriations for the first year amount were included in the 2015-2016 Adopted Final Budget; the remainder of the contract cost will be included in future fiscal year budget submissions. There is no budget adjustment needed to support this agreement and there is no effect on the General Fund.

DISCUSSION:

In 1991, the California State Legislature enacted California Vehicle Code Section 9250.14, which permits the County Board of Supervisors to impose an additional \$1 fee per vehicle registration, to be paid to the Department of Motor Vehicles at the time of registration or renewal of registration of vehicles in the County. The proceeds of those fees, after State administrative costs, are allocated to the County from which the fees were collected on a quarterly basis.

The fees must be used to enhance the capacity of local police and prosecutors to deter, investigate and prosecute vehicle theft crimes.

On October 22, 1991, the Stanislaus County Board of Supervisors approved collection of this fee in Stanislaus County. This approval formed a regional task force now known as the Stanislaus County Auto Theft Taskforce (StanCATT) which is dedicated to vehicle-related cases including car-jacking, attempted murders, murders and kidnappings during an auto theft in Stanislaus County. The initial approval also formed the special revenue fund which houses the task force's budget and established the District Attorney as the Fiscal Agent. This budget included payment of salaries and benefits for personnel in the offices of the District Attorney, the Sheriff, and the Modesto Police Department. It also authorized the Department to execute inter-agency agreements for the provision of the program.

On November 12, 2002 the Board of Supervisors voted to transfer responsibility for administering the fund from the District Attorney's Office to the Sheriff's Office where it has remained. As the fiduciary for StanCATT funds the Sheriff's Department is responsible for monitoring the budget and signing any agreements on behalf of StanCATT.

Amid the overall reductions in funding and personnel availability occurring in Fiscal Year 2008-2009 many of the resources devoted to StanCATT were pulled back as the contributing departments focused on their core responsibilities of serving and protecting local communities. This left the StanCATT task force short-staffed with the California Highway Patrol providing most

Approval for the Sheriff to Sign an Agreement with the State of California, California Highway Patrol to Provide Investigative Personnel on Overtime to the Stanislaus County Auto Theft Task Force (StanCATT)

DISCUSSION (Continued):

of the manpower to keep the task force running. Over the past three years the task force has reimbursed the California Highway Patrol (CHP) for \$25,000 worth of overtime expense incurred annually performing duties directly related to StanCATT. In order to make a broader push into the auto theft problem CHP has proposed to provide \$35,000 annually worth of overtime support to the task force for the period of 8/1/2015 to 7/31/18. Although StanCATT has been in operation for many years, this is the first contract agreement with the CHP. Due to the late notice from the State that a contract would be necessary, the agreement is retroactive to August 1, 2015.

Currently the task force reimburses the City of Ceres for a portion of an officer and the District Attorney is reimbursed for a portion of a Deputy District Attorney to prosecute auto theft cases. The day to day operations of StanCATT are overseen by a CHP Lieutenant and CHP Sergeant, and CHP officers provide manpower for all investigations. The additional funds for the CHP were included in the 2015-2016 Adopted Final Budget and the fund continues to operate within its established budget.

POLICY ISSUES:

The Sheriff recommends that the Board of Supervisors approve the agreement at no cost to the County General Fund and in support of the Board's priorities of A Safe Community and Effective Partnerships.

STAFFING IMPACTS:

There is no staffing impact associated with this item.

CONTACT INFO:

Adam Christianson, Sheriff-Coroner (209) 525-7015

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

T.G>

AGREEMENT NUMBER 15R401000
REGISTRATION NUMBER


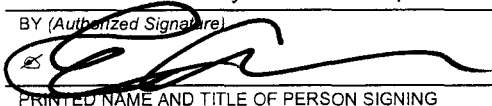

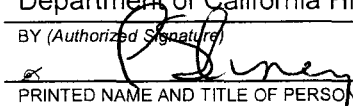
- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME Department of California Highway Patrol
CONTRACTEE'S NAME Stanislaus County Sheriff's Department
- The term of this Agreement is: 08/01/2015 through 07/31/2018
- The maximum amount of this Agreement is: \$ 105,000.00
One Hundred Five Thousand Dollars and Zero Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page
Exhibit B – Budget Detail and Payment Provision	1 page
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTEE		California Department of General Services Use Only  <div style="border: 2px solid black; padding: 5px; text-align: center;"> APPROVED DEC 21 2015 </div> OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES
CONTRACTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Stanislaus County Sheriff's Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11/25/15	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 250 East Hackett Road Modesto, CA 95358		 <input type="checkbox"/> Exempt per:
STATE OF CALIFORNIA		
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12/3/15	
PRINTED NAME AND TITLE OF PERSON SIGNING P. Sliney, Assistant Chief, Administrative Services Division		
ADDRESS 601 N. 7 th Street Sacramento, CA 95811		

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL


 11-5-15

**EXHIBIT A
 (Standard Agreement)**

SCOPE OF WORK

1. **Scope:**

Stanislaus County Sheriff's Department agrees to reimburse the Department of California Highway Patrol (CHP) for overtime worked by CHP employees participating in the Stanislaus County Auto Theft Task Force.

2. **The services shall be provided during:**

Dates and times shall be mutually agreed upon between CHP Project Representative and Stanislaus County Sheriff's Department Representative.

3. **The project representatives during the term of this agreement will be:**

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		Stanislaus County Sheriff's Department	
NAME		NAME	
Lieutenant Larry Chambers		Sheriff-Coroner Adam Christianson	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(209) 545-7316	(209) 545-7461	(209) 525-7216	(209) 525-7106
Direct all inquiries to :			
STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		Stanislaus County Sheriff's Department	
SECTION/UNIT		SECTION/UNIT	
Business Services Section/Contract Services Unit			
ATTENTION		ATTENTION	
Tessa Gomez, Contract Analyst		Sheriff-Coroner Adam Christianson	
ADDRESS		ADDRESS	
601 North 7 th Street, Sacramento, CA 95811		250 East Hackett Road, Modesto, CA 95358	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3610	(916) 322-3155	(209) 525-7216	(209) 525-7106

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment:

The CHP shall provide Stanislaus County Sheriff's Department, with an itemized invoice which details all CHP costs task force participation under this Agreement. Stanislaus County Sheriff's Department agrees to pay CHP within thirty (30) days after the date of the invoice.

Itemized invoices will be submitted in duplicate to:

Stanislaus County Sheriff's Department
250 East Hackett Road
Modesto, CA 95358

- A. In consideration for the services contained herein, Stanislaus County Sheriff's Department, agrees to reimburse the CHP upon receipt of an itemized invoice. Stanislaus County Sheriff's Department agrees to reimburse the CHP for **the actual costs incurred** at the time services are provided. The rates indicated in this agreement are for estimate purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, Stanislaus County Sheriff's Department, agrees to pay the increased rate. The following information are the CHP officer and sergeant overtime rates effective Fiscal Year 15/16, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$86.34 per hour
CHP Sergeant	\$105.02 per hour

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP and Stanislaus County Sheriff's Department agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and Stanislaus County Sheriff's Department, agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.
5. Stanislaus County Sheriff's Department agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. Stanislaus County Sheriff's Department agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Stanislaus County Sheriff's Department agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Stanislaus County Sheriff's Department agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).
6. The Stanislaus County Sheriff's Department agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of Stanislaus County Sheriff's Department.