



# City of Sacramento City Council

13

915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 1/25/2011

**Report Type:** Consent

**Title: Agreement: Sacramento County Sheriff Work Project Program Flood Control and Landscaping Maintenance Services**

**Report ID:** 2011-00038

**Location:** Citywide

**Recommendation:** Adopt a Resolution: 1) Authorizing the City Manager to execute an amendment to the Agreement with the Sacramento County Sheriff's Department for the supervision of Work Project Program inmate crews providing flood control and landscaping maintenance services, increasing the maximum annual payment to \$100,000; and 2) authorizing the City Manager or City Manager's designee to approve renewals of the Agreement for up to two successive one-year terms, provided that sufficient funds have been allocated for this purpose in the City Council's annual budget appropriation for the applicable fiscal year.

**Contact:** Michael Malone, (916) 808-6226; William Roberts, (916) 808-6955, Department of Utilities

**Presenter:** N/A

**Department:** Department of Utilities

**Division:** Field Services Admin & Mgmt

**Dept ID:** 14001451

**Attachments:**

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- 1-Description/Analysis
- 2-Background
- 3-Contract
- 4-Contract renewal
- 5-Resolution
- 6-Contract Amendment

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**City Attorney Review**

Approved as to Form  
Joe Robinson  
1/20/2011 10:01:17 AM

**City Treasurer Review**

Prior Council Financial Policy Approval or  
Outside City Treasurer Scope  
Russell Fehr  
1/10/2011 2:59:23 PM

**Approvals/Acknowledgements**

Department Director or Designee: Marty Hanneman - 1/18/2011 3:25:26 PM

Assistant City Manager: Cassandra Jennings - 1/20/2011 9:44:53 AM



## Description/Analysis

**Issue:** In May, 2010, the City and the Sacramento County Sheriff's Department entered into an agreement (City Agreement 2010-0361) for the Sheriff to provide and supervise work project program inmate crews to perform cleanup and landscape maintenance at Department of Utilities (DOU) drainage facilities and grounds. The agreement provides a very cost-effective means of accomplishing these services because the City pays the County's costs to supervise the work crew, but does not pay anything for work performed by the inmate crews. The agreement specified an agreement term that extended through June 30, 2010, but also provided for up to three one year renewals, if agreed in writing by the City and County. In June, 2010, the City and County agreed to renew the agreement term through June 30, 2011. The agreement currently specifies a maximum annual payment of \$49,851.00. The DOU has already expended this amount for the current term, but has an ongoing need for these services. This report recommends approval of an amendment to the agreement to increase the maximum annual payment to \$100,000, to provide sufficient funding to continue these services through the remainder of the current agreement term, and any renewal terms.

### Policy Considerations:

The agreement with the County provides necessary services in the most cost-effective manner and is consistent with the City's strategic goal to implement strategies to improve overall operational efficiency.

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** Ongoing maintenance activities of this nature are not considered a "project" under CEQA [CEQA Guidelines Section 15378(b)(2)], and do not require CEQA review.

### Sustainability Considerations:

The partnership with the County of Sacramento Sheriff's Department to provide oversight and supervision of the Work Project Program Inmate Crews is consistent with the City's Sustainability Master Plan by meeting the Flood Protection Sustainability goals as outlined in Section 8, Goal 2- "Work to provide exceptional flood protection".

**Commission/Committee Action:** None.

### Rationale for Recommendation:

The supervision of Work Project Inmate Crews has proven to be an effective resource in the maintenance of flood control basins and canals by mitigating the vegetation over growth, preparing strategic fire breaks and garbage removal. The crews also fill and store sand bags for winter preparation in case of a flood event. In accordance with the City's Administrative Policy No. 4102, the Director of Utilities approved contracting with the County on a sole source basis because the County Sheriff's Department is the only entity that can provide Work Project Inmate Crews to perform these services.

Amendment to Agreement: Sacramento County Sheriff's Work Project Program Flood Control and Landscaping Maintenance

**Financial Considerations:**

To date, a total of \$65,113.00 has been expended under the agreement for the initial and renewed term. Sufficient funding is available in the Department of Utilities FY2010/11, operating 6011-14000-14001431 budget to fund the County's services under the amended agreement for the remainder of the current agreement term. Renewal of the term for successive years after June 30, 2011 will be subject to funding availability in the adopted budget of the applicable fiscal year.

**Emerging Small Business Development (ESBD):** Not applicable. The Sacramento County Sheriff's Department is the only vendor for these services.



## Background Information

Program Information For approximately 25 years, the City of Sacramento and the Sacramento County Sheriff's Department have worked jointly on clean-ups and maintenance of, creeks, drainage canals and flood control facilities and grounds utilizing labor from individuals who were convicted of misdemeanor crimes and sentenced to Sacramento County Jail. Upon recommendation from the Court, the Sheriff's Department exercises its discretion to accept the Court's recommendation of these individuals into their "Alternative Sentencing Program."

The Alternative Sentencing inmate crew consists of nonviolent misdemeanor offenders, a Sacramento County Sheriff's Deputy, and a City of Sacramento Utilities Service Worker. The work crew is assigned to various City drainage basins, canals, levees and creeks throughout the year Monday through Friday, 7:00 a.m. until 3:00 p.m.

The Alternative Sentencing inmate work crew has proven to be an effective resource in the maintenance of flood control basins and canals by mitigating the vegetation over growth.

Copies of the current agreement with the County (City Agreement 2010-0361) and the first renewal of the agreement are attached.



Requires Council Approval:  No  YES Meeting:

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Type: Revenue Agreement  
PO Type: Informal

\$ Not to Exceed: \$50,000.00

Other Party: Sacramento County Sheriff's Department

Project Name: Supervision of Work Project Program Inmate Crew Flood Control and Landscaping Maintenance

Project Number: 14001431

Bid Transaction #:

Attachment:  
No.:

Original Doc Number:

Certified Copies of Document:

Deed:  None  
 Included  Separate

E/SBE-DBE-M/WBE:

Department Information

Department: Utilities

Division: Field Svcs Div

Project Mgr: Ken Swartz

Supervisor:

Contract Services:

Date:

Division Mgr: Mike Malone

Phone Number: 916-808-6276

Org Number: 14001431

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>Ken Swartz</i>	5/5/10
Contract Services:	<i>AA</i>	4/27/10
Supervisor:		
Division Manager:	<i>x Malone</i>	5/5/10
City Attorney	Signature or Initial	Date
City Attorney:		

Send Interoffice Mail  
TO: Annette Atkins, 13600

Notify for Pick Up

Authorization	Signature or Initial	Date
Marty Hanneman Department Director:		
City Mgr: yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

**For City Clerk Processing Finalized:**

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

**Imaged:**

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

**Received:**  
(City Clerk Stamp Here)

  
 With: Sac County Sheriff's Dept  
 Title: Supervision of Work Project  
 Program  
 Authorization: Ordinance 99-024  
**2010-0361**

RECEIVED  
 CITY CLERK'S OFFICE  
 CITY OF SACRAMENTO  
 MAY - 6 - 2010 4:04 PM



**2010-0361**

With: Sac County Sheriff's Dept  
Title: Supervision of Work Project

Program  
Authorization: Ordinance 99-024

**\*REVISED\***

**REVENUE AGREEMENT BETWEEN CITY OF SACRAMENTO  
AND THE SACRAMENTO COUNTY SHERIFF'S DEPARTMENT  
FOR SUPERVISION OF WORK PROJECT PROGRAM INMATE  
CREW FLOOD CONTROL AND LANDSCAPING MAINTENANCE**

THIS AGREEMENT is made and entered into as of this 10th day of May, 2010, by and between the **CITY OF SACRAMENTO**, a municipal corporation and charter city in the State of California, hereinafter referred to as "CITY", and the **COUNTY OF SACRAMENTO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

**RECITALS**

**WHEREAS**, CITY wishes to contract for supervision of work project program inmate crew(s) from the **COUNTY**;

**WHEREAS**, the **COUNTY** wishes to provide supervision of work project program inmate crew(s); and,

**WHEREAS**, CITY and **COUNTY** desire to enter into this Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, CITY and **COUNTY** agree as follows:

**I. SCOPE OF SERVICES**

**COUNTY** shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

This Agreement shall be effective March 1, 2010, and shall remain in effect until June 30, 2010, unless sooner terminated pursuant to the provisions of Paragraph **XXI**. This agreement may be renewed pursuant to Paragraph **XXIV**.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in

writing and shall be either personally delivered or sent by mail, addressed as follows:

**TO CITY**

Ken Swartz  
City of Sacramento  
5730 24<sup>th</sup> Street, Bldg. 22  
Sacramento, CA 95822

**TO COUNTY**

Sacramento County Sheriff's Dept.  
Commander, Work Release Division  
711 G Street  
Sacramento, CA 95814

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**IV. COMPLIANCE WITH LAWS**

**CITY** and **COUNTY** shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

**V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**VI. LICENSES AND PERMITS**

**CITY** and **COUNTY** shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by **COUNTY**. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by **CITY**.

**VII. PERFORMANCE STANDARDS**

**CITY** and **COUNTY** shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to **COUNTY'S** services. It is agreed by the parties that **COUNTY**, in the performance of services hereunder, is subject to the control or direction of **CITY** as to the designation and scheduling of tasks to be performed, but not as to the means and methods for accomplishing tasks. **COUNTY** shall

retain full responsibility and authority to direct and control the activities of both the Sheriff's Deputies and the inmate workers, and to supervise and discipline said Deputies and inmates.

#### **VIII. STATUS OF CONTRACTOR**

- A. It is understood and agreed that **COUNTY** (including its employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. **COUNTY'S** assigned personnel shall be entitled to any benefits payable to employees of **COUNTY**. **COUNTY** is required to make any deductions or withholdings from the compensation payable to **County** under the provisions of this agreement.
- B. If, in the performance of this agreement, if any third persons are employed by **COUNTY**, such person shall be entirely and exclusively under the direction, supervision, and control of **COUNTY**. All terms of employment, including hours, working conditions, discipline, or any other terms of employment or requirements of law, shall be determined by **COUNTY** and shall have authority over such persons or the terms of such employment.
- C. It is further understood and agreed that as an employee of **COUNTY**, assigned personnel shall be covered by worker's compensation; and shall be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, and entitled to other fringe benefits payable by the County to employees of the **COUNTY**.
- D. Inmate Work Project program participants performing public service under the direction of a supervising Deputy Sheriff in conjunction with this agreement, are entirely under the direction, supervision, and control of the **COUNTY**. All terms of inmate public service, including hours, working conditions, discipline, or other terms of public service or requirements of law, including coverage by worker's compensation, shall be determined by **COUNTY**, and will be the responsibility of **COUNTY**.

**IX.** Section Deleted

#### **X. CONFLICT OF INTEREST**

**CITY** and **COUNTY** officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**XI. INDEMNIFICATION**

- A. **CITY** shall indemnify, defend, and hold harmless **COUNTY**, its Board of Supervisors, officers, directors, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this agreement, to the extent caused in whole or in part by any negligent or intentional act or omission of **CITY**, its City Council, its officers, directors, agents, employees, subcontractors, volunteers or anyone directly or indirectly acting on behalf of **CITY**.
- B. **COUNTY** shall defend, indemnify and hold harmless **CITY**, its City Council, officers, directors, agents, employees and volunteers from any and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the agreement, caused in whole or in part by the negligent or the intentional acts or omissions of **COUNTY'S** Board of Supervisor's, officers, directors, agents, employees, subcontractors, inmate work project program participants, or volunteers or anyone directly or indirectly acting on behalf of **COUNTY**.
- C. It is the intention of **COUNTY** and **CITY** that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, **COUNTY'S** Board of Supervisors, and **CITY'S** City Council. It is also the intention of **COUNTY** and **CITY** that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, **COUNTY'S** Board of Supervisors and **CITY'S** City Council.

**XII. INSURANCE**

The **COUNTY** and **CITY** finance their liability, property and worker's compensation risk through a combination of self-insurance and insurance. The **COUNTY** and **CITY** are knowledgeable of each entity's risk financing programs and agree to rely on these programs to pay for any liabilities, losses, costs, suits, claims, judgments, expenses, fines or demands of any kind that may arise under terms of this Agreement.

### **XIII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Payment Amount set forth in Exhibit B, or Exhibit B as modified by **COUNTY** in accordance with express provisions in this Agreement. **COUNTY** agrees that all work provided by inmates is free of charge. Total Maximum Payment under this contract shall not exceed \$50,000. It is understood and agreed that this total is the maximum and that **CITY** will only pay for services actually rendered.
- B. **COUNTY** shall submit monthly invoices on the forms and in accordance with the procedures mutually agreed upon by **CITY** and **COUNTY**. Invoices shall be submitted to **CITY** no later than the fifteenth (15th) day of the month following the invoice period, and **CITY** shall pay **COUNTY** within thirty (30) days after receipt of an appropriate and correct invoice.
- C. **COUNTY** operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year.
- D. **COUNTY** shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

### **XIV. SUBCONTRACTS, ASSIGNMENT**

- A. **COUNTY** shall obtain prior written approval from **CITY** before subcontracting any of the services delivered under this Agreement. **COUNTY** remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement.
- B. This Agreement is not assignable by **COUNTY** in whole or in part, without the prior written consent of **CITY**.

### **XV. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No

interpretation of any provision of this Agreement shall be binding upon **COUNTY** unless agreed in writing by **DIRECTOR** and counsel for **COUNTY**.

**XVI. SUCCESSORS**

This Agreement shall bind the successors of **CITY** and **COUNTY** in the same manner as if they were expressly named.

**XVII. TIME**

Time is of the essence of this Agreement.

**XVIII. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XIX. DIRECTOR**

As used in this Agreement, "**DIRECTOR**" shall mean the Sacramento County Sheriff or his/her designee.

**XX. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

**XXI. TERMINATION**

- A. **CITY** or **COUNTY** may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.
- B. If this Agreement is terminated under paragraph A, **CITY** shall only pay for any services completed and provided prior to notice of termination. In the event of termination under paragraph A, **COUNTY** shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total

services of **COUNTY** covered by this Agreement, less payments of compensation previously made

- E. **COUNTY** shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that **COUNTY** can legally cancel.

## **XXII. AUDITS AND RECORDS**

Upon **CITY'S** request, **CITY** or its designee shall have the right at reasonable times and intervals to audit, at **COUNTY'S** premises, **COUNTY'S** financial and program records as **CITY** deems necessary to determine **COUNTY'S** compliance with legal and contractual requirements and the correctness of claims submitted by **COUNTY**. **COUNTY** shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon **CITY'S** request at **CITY'S** expense.

## **XXIII. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between **CITY** and **COUNTY** regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between **CITY** and **COUNTY** regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

## **XXIV. RENEWAL**

This agreement may be renewed three times, for a total of four years, by mutual agreement of the City and the Sacramento County Sheriff, on behalf of the County of Sacramento in writing.

## **XXV. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

## **XXVI. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

**XXVII. ADDITIONAL PROVISIONS**

The additional provisions contained in Exhibits A and B are attached hereto are part of this agreement and are incorporated herein by reference.

**XXVIII. OPERATIONAL ISSUES**

Day-today operational issues should be directed as follows:

<b>CITY</b>	<b>COUNTY</b>	
Drainage Superintendent	Work Release Facility	
808-6955	Field Ops Supervisor	874-1473
	Or Division Commander	874-1414

**CITY OF SACRAMENTO**, a  
municipal corporation and  
charter city in the State of California

**COUNTY OF SACRAMENTO**, a  
political subdivision of the State  
of California

By   
Gus Vina, Interim City Manager

By \_\_\_\_\_  
John McGinness, Sheriff

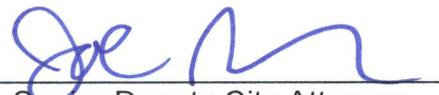
*do*  
attest   
Dawn Bullwinkel  
City Clerk

Date: 5-10-10

Date: \_\_\_\_\_

Authorized on behalf of County by Board of Resolution \_\_\_\_\_

APPROVED AS TO FORM:

By:   
Senior Deputy City Attorney

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A to Agreement Between  
CITY OF SACRAMENTO,  
hereinafter referred to as "CITY"  
and the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY**

**SCOPE OF SERVICES**

**I. SERVICE LOCATION(S)**

Throughout the City of Sacramento

**II. DESCRIPTION OF SERVICES**

**COUNTY** agrees to assign one inmate work crew, five days a week, unless, otherwise mutually agreed upon.

Each crew shall be supervised by a Deputy Sheriff or an on-call Deputy Sheriff, to perform cleanup, maintenance, landscaping and other appropriate tasks in and around **CITY** and other facilities operated by the Drainage Collection Department.

It is understood and agreed that such assignment of a Deputy Sheriff or on-call Deputy Sheriff and/or inmates may be limited by factors beyond the control of the **COUNTY**. Such factors include, but are not limited to, the availability of a Deputy Sheriff or on-call Deputy Sheriff and/or inmates with the appropriate custody classification.

**COUNTY** shall supply inmate transportation to work sites and all necessary tools and equipment.

**EXHIBIT B to Agreement Between  
CITY OF SACRAMENTO,  
hereinafter referred to as "CITY"  
and the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY**

**BUDGET REQUIREMENTS**

**I. COMPENSATION TO CONTRACTOR**

Fiscal Year 2009-2010 - Daily rate for supervision, per work crew, per day  
\$550.00

Total Maximum Payment under this contract shall not exceed \$50,000. It is understood and agreed that this total is the maximum and that **CITY** will only pay for services actually rendered

**COUNTY OF SACRAMENTO  
FIRST RENEWAL TO REVISED REVENUE AGREEMENT BETWEEN CITY OF  
SACRAMENTO AND THE SACRAMENTO COUNTY SHERIFF'S DEPARTMENT  
FOR SUPERVISION OF WORK PROJECT PROGRAM INMATE CREW FLOOD  
CONTROL AND LANDSCAPING MAINTENANCE**

THIS FIRST RENEWAL AGREEMENT is made and entered into this 25<sup>th</sup> day of June, 2010, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, ("COUNTY"), and CITY OF SACRAMENTO, a municipal corporation and charter city, ("CITY").

**RECITALS**

WHEREAS, COUNTY and CITY have previously entered into the Revised Revenue Agreement referenced above (the "AGREEMENT"), identified as City Agreement No. 2010-0361 and effective as of March 1, 2010, for supervision of work project program inmate flood control and landscape maintenance; and

WHEREAS, the COUNTY and CITY desire to renew the AGREEMENT pursuant to Section XXIV of the AGREEMENT; and

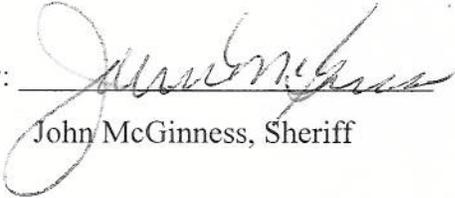
WHEREAS, the Sacramento County Sheriff is authorized by Sacramento County Board of Supervisors Resolution 2010-0098 to execute this renewal agreement on behalf of the COUNTY.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, CITY and COUNTY agree as follows:

1. The AGREEMENT term shall be renewed for a one year period, extending through June 30, 2011.
2. Exhibit B of the AGREEMENT is amended as set forth in Attachment 1, attached hereto and incorporated herein by this reference.
3. Except as amended by this FIRST RENEWAL AGREEMENT, all terms and provisions of the AGREEMENT shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this FIRST RENEWAL AGREEMENT on the date and year first written above.

COUNTY OF SACRAMENTO

By:   
John McGinness, Sheriff

CITY OF SACRAMENTO

By:   
Marty Hanneman, Director of  
Utilities

Approved as to Form:

  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk

**ATTACHMENT 1**

ORIGINAL EXHIBIT B:

**COMPENSATION TO CONTRACTOR**

Fiscal Year 2009-10 – Daily rate supervision, per work crew, per day is \$550.00.

Total Maximum Payment under this contract shall not exceed \$50,000.00. It is understood and agreed that this total is the maximum and that CITY will only pay for services actually rendered.

TO BE REPLACED BY THE FOLLOWING REVISED EXHIBIT B, EFFECTIVE AS OF JULY 1, 2010:

AMENDED EXHIBIT B:

**COMPENSATION TO CONTRACTOR**

Fiscal Year 2010-11 – Daily rate supervision, per work crew, per day is \$573.00.

Total Maximum Payment under this contract shall not exceed \$49,851.00. It is understood and agreed that this total is the maximum and that CITY will only pay for services actually rendered.



## **RESOLUTION NO. 2011-XXXX**

Adopted by the Sacramento City Council

**January 25, 2011**

### **AMENDMENT TO REVISED REVENUE AGREEMENT WITH THE COUNTY OF SACRAMENTO FOR SUPERVISION OF WORK PROJECT PROGRAM INMATE CREW FLOOD CONTROL AND LANDSCAPING MAINTENANCE**

#### **BACKGROUND**

- A. The Department of Utilities (DOU) Field Services Division has an ongoing need to maintain and clear debris and vegetation from drainage basins, canals and creeks for proper drainage and flood prevention. Additionally, there is an ongoing need for crews to fill and store sandbags for winter preparation and flood control.
- B. In May, 2010, the City and the Sacramento County Sheriff's Department entered into an agreement (City Agreement 2010-0361) for the Sheriff to provide and supervise work project program inmate crews to perform cleanup and landscape maintenance at DOU drainage facilities and grounds. The agreement provides a very cost-effective means of accomplishing these services because the City pays the County's costs to supervise the work crew, but does not pay anything for work performed by the inmate crews. The agreement specified an agreement term that extended through June 30, 2010, but also provided for up to three one year renewals, if agreed in writing by the City and County. In June, 2010, the City and County agreed to renew the agreement term through June 30, 2011.
- C. The agreement currently specifies a maximum annual payment of \$49,851.00. The DOU has already expended this amount for the current term, but has an ongoing need for these services. Approval of an amendment to the agreement to increase the maximum annual payment to \$100,000 will provide sufficient funding to continue these services through the remainder of the current agreement term, and any renewal terms.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager is authorized to execute the Amendment to Revised Revenue Agreement Between City of Sacramento and the Sacramento County Sheriff's Department for Supervision of Work Project Program Inmate Crew Flood Control and Landscaping Maintenance, increasing the maximum annual payment to \$100,000.
- Section 2. The City Manager or City Manager's designee is authorized to approve renewals of the Agreement for up to two successive one-year terms, provided that sufficient funds have been allocated for this purpose in the City Council's annual budget appropriation for the applicable fiscal year.

Section 3. The Amendment to Revised Revenue Agreement described in Section 1 is attached as Exhibit A and made a part of this Resolution.

**Table of Contents:**

Exhibit A Amendment to Revised Revenue Agreement



**AMENDMENT TO REVISED REVENUE AGREEMENT BETWEEN CITY OF SACRAMENTO AND THE SACRAMENTO COUNTY SHERIFF’S DEPARTMENT FOR SUPERVISION OF WORK PROJECT PROGRAM INMATE CREW FLOOD CONTROL AND LANDSCAPING MAINTENANCE**

THIS AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California (“COUNTY”), and the CITY OF SACRAMENTO, a municipal corporation and charter city (“CITY”).

RECITALS

Whereas, COUNTY and CITY previously entered into the Revised Revenue Agreement referenced above, dated May 10, 2010, and identified as City Agreement No. 2010-0361, which subsequently was renewed and amended by the First Renewal to Revised Revenue Agreement executed by COUNTY and CITY on June 25, 2010 (the Revised Revenue Agreement, as amended by the First Renewal to Revised Revenue Agreement, is hereafter referred to as the “Agreement”); and

Whereas, COUNTY and CITY now desire to increase the Total Maximum Payment allowed under the Agreement so that COUNTY can provide additional services to City during the current Agreement term and any renewal term.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CITY agree as follows:

- 1. Subsection A of Section XIII of the Agreement is amended to read in its entirety as follows:
  - A. Compensation under this Agreement shall be limited to the Compensation Amount and Total Maximum Payment set forth in Exhibit B. COUNTY agrees that all work provided by inmates shall be provided free of charge.
- 2. Exhibit B of the Agreement, as amended by the First Renewal to Revised Revenue Agreement, is replaced, in its entirety, with the Exhibit B attached hereto and incorporated herein by this reference.
- 3. Except as amended by this Amendment to Revised Revenue Agreement, all terms and provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Revised Revenue Agreement on the date and year first written above.

**CITY OF SACRAMENTO**

**COUNTY OF SACRAMENTO**

By \_\_\_\_\_  
Gus Vina, Interim City Manager

By \_\_\_\_\_  
Scott R. Jones, Sheriff

Approved As To Form:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
County Counsel

Attest:

\_\_\_\_\_  
City Clerk

**EXHIBIT B to Agreement Between  
CITY OF SACRAMENTO  
and COUNTY OF SACRAMENTO**

I. **COMPENSATION AMOUNT**

Fiscal Year 2010/2011 - Daily rate for supervision, per work crew, per day is \$573.00.

CITY will only pay for services actually rendered, up to the Total Maximum Payment amount specified below.

II. **TOTAL MAXIMUM PAYMENT**

The Total Maximum Payment under this Agreement shall not exceed the amount of \$100,000 for any one year term.