

**Meeting Date:** 6/23/2015

**Report Type:** Consent

**Report ID:** 2015-00508

**Title:** Agreement with Sacramento County Sheriff's Work Project Program

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager or the City Manager's designee, to:  
1) execute an Agreement with Sacramento County Sheriff's Department Work Project Program in an amount not to exceed \$120,000 for a one-year agreement with two one-year renewal options; and 2) exercise the renewal options provided that sufficient funds are available in the budget adopted for the applicable Fiscal Year(s).

**Contact:** Shannon Brown, Interim Operations Manager, (916) 808-6076, Department of Parks and Recreation

**Presenter:** None

**Department:** Parks & Recreation Department

**Division:** Park Operations

**Dept ID:** 19001311

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Contract-Agreement

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**City Attorney Review**

Approved as to Form  
Sheryl Patterson  
6/11/2015 10:43:08 AM

**Approvals/Acknowledgements**

Department Director or Designee: Jim Combs - 6/2/2015 1:13:24 PM

## Description/Analysis

**Issue Detail:** There is an ongoing need for contracting with the Sacramento County Sheriff's Department Work Project Program to provide work crews to help maintain and clean City parks. This program involves persons on probation who are required to perform community service work. The costs are to reimburse the costs for the Sheriff Deputies that supervise the work crews.

**Policy Considerations:** The recommendations in this report are in accordance with the provisions of the City Code Chapter 3.56 related to the purchase of services and supplies.

**Economic Impacts:** Not applicable.

**Environmental Considerations:** The recommended action is an administrative and maintenance activity which is exempt from environmental review under CEQA Guidelines Section 15378(b)(2).

**Sustainability:** The assistance provided by the work crews help maintain City parks.

**Commission/Committee Action:** None

**Rationale for Recommendation:** The work crews provided under this contract with the Sacramento County Sheriff's Department Work Project Program enhance our resources in the cleanup and maintenance of City parks. The contract provides for work crews five days a week, with one work crew designated for homeless camp clean-up at various City parks and trails.

**Financial Considerations:** A one-year contract for the period July 1, 2015 through June 30, 2016 is a not exceed amount of \$120,000. The contract contains the option to extend the term for up to two additional years for a maximum contract amount of \$360,000. The extension of the contract will only be exercised if there is sufficient funding for these services in the corresponding fiscal year budget.

**Local Business Enterprise (LBE):** The Sacramento County Sheriff's Department is a governmental agency.

## Background

The Sacramento County Sheriff's Department Work Project Program (SWP) has augmented the City's park maintenance service levels for the last several years during the economic recession. In the past, the financial ceiling for these services were set an annual contract limit of \$80,000 per year for up to 4 days per week park clean-up assistance. Each workday costs \$754 and includes one or more probationary deputies (dependent upon the number of workers), bus transportation, and anywhere from 6-20 workers. In addition to routine park clean-up, the SWP also provides manual labor for homeless camp clean up assistance at least twice per month. Chronic areas for these camp clean-ups include Del Paso Park, Arcade Creek, Two Rivers Bike Trail, and Sutter's Landing amongst other reports of homeless camps throughout all city park developed and open space areas.

As part of the Fiscal Year 2015/16 budget, Council approved \$235,000 from Measure U to add a Park Maintenance Worker II position to assist in greater oversight of homeless camp detail along with increased utilities cost for waste management and SWP service by one additional day per week. The proposed contract is in support of this action and results in revised not-to-exceed contract amount of \$120,000 for 5 days per week service; \$40,000 increase (approx. \$754/day for 52 week).

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

THIS AGREEMENT is made and entered into as of this 1<sup>st</sup> day of July, 2015, 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 COUNTY;

WHEREAS, 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 July 1, 2015, and shall remain in effect until June 30, 2016, unless sooner terminated pursuant to the provisions of Paragraph XXI.

### **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

Shannon Brown  
City of Sacramento  
5730 24<sup>th</sup> Street, Bldg. 12  
Sacramento, CA 95822

TO COUNTY

Sacramento County Sheriff's Dept.  
Commander, Work Release Division  
700 N. 5<sup>th</sup> Street  
Sacramento, CA 95811

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**

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**

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**

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, 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 have any and all entitlement as a County employee, the right to act on behalf of COUNTY. COUNTY shall be covered by workers' compensation; and COUNTY 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. CONTRACTOR IDENTIFICATION**

COUNTY shall provide the CITY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: COUNTY'S name, address, telephone number, employer identification number, and whether dependent health insurance coverage is available to COUNTY.

**X. CONFLICT OF INTEREST**

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 Supervisors', officers, directors, agents, employees, subcontractors, 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 Supervisor 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 program 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 the 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 \$120,000. 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 (15<sup>th</sup>) 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 made.
- C. 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 twice, for a total of three years, by mutual agreement of the DIRECTOR, on behalf of COUNTY, and CITY.

**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-to-day operational issues should be directed as follows:

CITY

Kyle Raphael 808-1396

COUNTY

Work Release Facility  
Field Ops Supervisor 874-2419/874-1414  
Or SWP Coordinator 606-5223

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

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: \_\_\_\_\_  
JOHN F. SHIREY, City Manager

By: \_\_\_\_\_  
SCOTT R. JONES, Sheriff

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

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

Authorized on behalf of County by Board 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 including weekends, unless otherwise mutually agreed upon. One work crew shall be assigned on Wednesdays for the homeless camp clean-up detail.

Each crew shall be supervised by a regular or On-Call Deputy Sheriff, to perform cleanup, maintenance, landscaping, and other appropriate tasks in and around CITY parks and other facilities operated by the Neighborhood Services Department.

It is understood and agreed that such assignment of Deputy Sheriffs 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 Deputy Sheriff/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 2015/16 – Daily rate for supervision, per work crew, per day \$754.

COUNTY and CITY may negotiate a lower daily supervision rate upon written agreement by both parties.

Total Maximum Payment under this contract shall not exceed \$120,000. It is understood and agreed that this total is the maximum, and that CITY will only pay for services actually rendered.