

RESOLUTION NO. 2011-046

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.

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Exhibit A Amendment to Revised Revenue Agreement

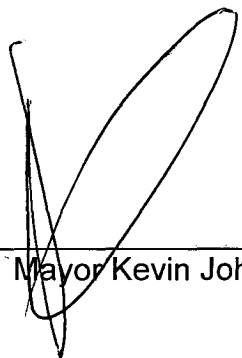
Adopted by the City of Sacramento City Council on January 25, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: None.



Mayor Kevin Johnson

Attest:



Shirley Concolino, City Clerk

**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.