



## City Council Report

915 I Street, 1<sup>st</sup> Floor

Sacramento, CA 95814

[www.cityofsacramento.org](http://www.cityofsacramento.org)

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**File ID:** 2018-01143

August 21, 2018

**Consent Item 12**

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**Title: Agreement: 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 the Sacramento County Sheriff's Work Project Program in an amount not-to-exceed \$180,000 for one year, with two one-year renewal options of \$180,000 not-to-exceed amounts for each year, for a total not-to-exceed amount of \$540,000; and 2) exercise the renewal options provided that sufficient funds are available in the budget adopted for the applicable fiscal year.

**Contact:** Eugene Loew, Parks Manager, (916) 808-4070, Department of Youth, Parks and Community Enrichment

**Presenter:** None

**Attachments:**

1-Description/Analysis

2-Agreement

## Description/Analysis

**Issue Detail:** There is an ongoing need for contracting with the Sacramento County Sheriff's Work Project Program to provide work crews to help maintain and clean City parks, as well as providing labor for homeless camp cleanup. This program involves persons on probation who are required to perform community service work. The initial one-year period is from August 1, 2018 to July 31, 2019. Staff recommends City Council approve the agreement with a retroactive date of August 1, 2018.

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

**Economic Impacts:** Not applicable.

## Environmental Considerations:

**California Environmental Quality Act (CEQA):** Landscape maintenance in City parks is exempt from environmental review under CEQA Guidelines section 15301(h), maintenance of existing landscaping.

**Sustainability:** Not applicable.

**Commission/Committee Action:** None

**Rationale for Recommendation:** The work crews provided under this agreement with the Sacramento County Sheriff's Work Project Program enhance our resources in the cleanup and maintenance of City parks. The agreement 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:** The City will reimburse the County's costs for the Deputy Sheriffs who supervise the work crews for the services rendered. A one-year agreement for the period of August 1, 2018 through July 31, 2019 is for a total not-to-exceed amount of \$180,000. The agreement contains the option to extend the term for up to two additional years for a maximum not-to-exceed amount of \$540,000. The extension of the agreement will only be exercised if there is sufficient funding for these services in the corresponding fiscal year budget. Sufficient funding is available in the Department of Youth, Parks, and Community Enrichment operating budget for FY2018/19 services.

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

**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 August, 2018, 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 August 1, 2018, and shall remain in effect until July 31, 2019, 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

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**

To the fullest extent permitted by law, each of the Parties shall indemnify, defend and hold harmless each of the other Parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

It is the intention of the Parties that the provisions of this indemnity be interpreted to impose on each Party responsibility to the other for the acts and omissions of their governing boards, officers, directors, officials, employees, volunteers, agents or contractors. It is also the intention of the Parties 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 Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

This indemnity obligation shall survive the termination or expiration of the Agreement.

**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 \$180,000. 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 for two one-year periods, for a total of three years, by mutual agreement of the CITY and the Sacramento County Sheriff, on behalf of COUNTY 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-to-day operational issues should be directed as follows:

CITY

COUNTY

Kyle Raphael 808-1396

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: \_\_\_\_\_  
HOWARD CHAN, 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 2018/19 – Daily rate for supervision, per work crew, per day \$813.

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

Work Project Landscape and Maintenance services for Fiscal Year 2018/19 in the amount of \$140,000.

Work Project Homeless camp cleanup services for Fiscal Year 2018/19 In the amount of \$40,000.

Total Maximum Payment under this contract shall not exceed \$180,000. It is understood and agreed that this total is the maximum, and that CITY will only pay for services actually rendered.