



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-26

For the meeting of: May 24, 2016

Date: April 25, 2016
To: Board of Supervisors
From: Michael T. Downey, Sheriff
Subject: City of Eureka City-wide Cleanup and Beautification Agreement for Sheriff's Work Alternative Program for the Period May 28, 2016 through May 27, 2017

RECOMMENDATION(S):

That the Board of Supervisors:

- 1. Approve City of Eureka City-wide Cleanup and Beautification Agreement for Sheriff's Work Alternative Program for the Period May 28, 2016 through May 27, 2017; and
2. Authorize the Sheriff to sign three (3) original copies of the agreement and any additional amendments, modifications or extensions for the term of the Agreement.

SOURCE OF FUNDING:

City of Eureka

Prepared by Norma S Lorenzo, Deputy Director Admin

CAO Approval Cheryl Dillingham

REVIEW: Auditor County Counsel MTD Human Resources KAV Other

TYPE OF ITEM: [X] Consent Departmental Public Hearing Other

PREVIOUS ACTION/REFERRAL:

Board Order No.

Meeting of:

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell
Seconded by Supervisor Bass

Ayes Sundberg, Fennell, Lovelace, Bohm, Bass
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: May 24, 2016

By: Kathy Hayes, Clerk of the Board

DISCUSSION:

The Sheriff's Work Alternative Program (SWAP) performs various cleanup and beautification projects throughout the County. The Sheriff's Office provides equipment and SWAP crews provide manual labor for brush clearing, and grounds maintenance for local cities (both incorporated and non-incorporated), local fire council's, Eureka City Schools and various community projects including the Botanical Gardens, fairgrounds and local baseball fields. The SWAP crews may be comprised of individuals who are in-custody and/or eligible to remain out of custody and provide manual labor in lieu of incarceration.

On April 22, 2014 your Board approved the Citywide Cleanup and Beautification Agreement between the City of Eureka and Sheriff's Office to provide SWAP crews for various city-wide cleanup and beautification projects for the community of Eureka. Amendment #1 of the 2014 Agreement added one (1) additional work crew per week, making the total number of 8-person crews at two per week, for a total of forty-eight (48) working days per year. Amendment #1 also increased the allowance for tools and equipment for work crews from \$5,500 to \$11,000.

The 2014 Agreement contains a termination date of May 27, 2016; therefore a new City of Eureka City-wide Cleanup and Beautification Agreement (Attachment 1) is proposed to replace the expiring agreement. The new proposed Agreement reverts back to one officer and one 8-person work crew for projects within the City of Eureka, for a total of forty-eight (48) working days in the one year period. The proposed Agreement covers the period of May 28, 2016 through May 27, 2017 and may be extended for a second one year period by agreement of all parties.

FINANCIAL IMPACT:

The City of Eureka agrees to pay estimated costs not to exceed \$31,370 for the Correctional Deputy's salary and transportation costs for supervision of one 8-person SWAP crew for a total of 48 working days in the one year period from May 28, 2016 through May 27, 2017. The Sheriff's Business Office will invoice the City quarterly at a rate of \$7,842.50. In addition, the City of Eureka agrees to purchase tools in an amount not to exceed \$5,000, to be held by the Sheriff's Office for use on city projects only. The tools become property of the County at the end of the agreement.

This Agreement between the City of Eureka and Sheriff's Office compliments the Board of Supervisor's Strategic Framework Plan by building inter-jurisdictional partnerships for the benefit of all parties.

OTHER AGENCY INVOLVEMENT:

City of Eureka

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve the SWAP Agreement with the City of Eureka, however this is not recommended since the income to the County helps to offset currently unreimbursed costs to operate the SWAP program, and the partnership benefits both public agencies.

ATTACHMENTS:

Attachment 1 City of Eureka City-wide Cleanup and Beautification Agreement for the Period May 28, 2016 through May 27, 2017

Attachment 1

City of Eureka City-wide Cleanup and Beautification Agreement
for the Period May 28, 2016 through May 27, 2017

CITYWIDE CLEANUP AND BEAUTIFICATION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2016, ("execution date") by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as COUNTY [on the County's behalf, this Agreement will be administered and operated through the County's Sheriff's Work Alternative Program], and the City of Eureka, hereinafter referred to as CITY, a municipal corporation located in Humboldt County, California 95501.

RECITALS

WHEREAS, as the Sheriff's Work Alternative program (SWAP) has two programs where qualified offenders may, under the supervision of Sheriff's staff, be assigned to a variety of manual labor work projects including brush removal, landscaping, wood cutting, painting, carpentry, or and caring for cattle and hogs at the County Farm. These programs allow individuals to serve out their sentence in a productive manner that also benefits the community;

WHEREAS, the CITY is engaged in various city-wide clean-up and beautification projects for the community of Eureka and desires to engage the services provided under the Sheriff's SWAP program toward those clean-up and beautification projects;

WHEREAS, the CITY and COUNTY agree as follows:

AGREEMENT

The Humboldt County Sheriff's Work Alternative Program (SWAP) will supply one officer and an eight (8) person work crew for various citywide cleanup and beautification projects for a total of forty-eight (48) working days for a one (1) year period from the execution date, unless extended for a second one (1) year term according to the provisions of Section 1.

The CITY shall pay COUNTY as compensation in full for such services at standard rates and charges a total amount up to, but not to exceed Thirty-One Thousand Three Hundred Seventy and 00/100 dollars (\$31,370.00). Sheriff's Business Office will invoice the CITY quarterly for payments of \$7,842.50, payable within 15 days of receipt of invoice.

Supervision of the work crew will be done by the Sheriff's Office personnel with the CITY providing a staff member to act in the capacity of Project Manager.

In addition to the above costs, the CITY will purchase tools in an amount not to exceed \$5,000.00 total for all projects. These tools will remain the property of the CITY and will be held by COUNTY for use only on CITY projects. At the end of the initial term of this Agreement, the tools will become the property of COUNTY. COUNTY will be responsible for maintenance and up-keep of the tools for the duration of the initial term of this Agreement.

The CITY will provide Law Enforcement presence during any abatement/cleanup projects, upon the request of a SWAP Officer.

The CITY shall be solely responsible for all required permits needed for any applicable project.

The COUNTY shall provide transportation for the crew and on-site restroom facilities.

1. TERM

The term of this Agreement will be one (1) year. This Agreement will expire one (1) year from the execution date. This agreement may be extended for an additional one (1) year term upon the written consent of both parties. Costs increases associated with the extension, such as salary, fuel, insurance, and food will be reflected in the compensation to COUNTY for the second term and shall be agreed to by both parties. The purchase of new equipment will be agreed upon by both parties prior to any agreement extension. The extension may be entered into on behalf of COUNTY by the Sheriff.

2. INSURANCE REQUIREMENTS

The COUNTY will provide Worker's Compensation for their employees and members of the work crew.

3. PUBLICITY

Any press related to this Agreement will be upon mutual agreement of both parties.

4. ASSIGNMENT

Neither party shall assign its obligations under this Agreement without the prior written consent of the other.

5. NON-DISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, CITY/COUNTY shall not discriminate against any employee or volunteer or application for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

6. ENTIRETY OF AGREEMENT

This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

7. AMENDMENT

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

8. TERMINATION FOR CAUSE

If, in the opinion of COUNTY, the CITY fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice pursuant to Section 10.

If, in the opinion of CITY, COUNTY fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, CITY may terminate this Agreement immediately, upon notice pursuant to Section 10.

9. TERMINATION FOR CONVENIENCE

At any time and for any reason, upon thirty (30) days' written notice to CITY/ COUNTY, CITY/ COUNTY may terminate this Agreement. Notice may be given by delivering a copy of said notice to CITY/ COUNTY personally, or by mailing a copy of said notice to CITY/ COUNTY. If mailed, notice shall be deemed received two days after deposit in the United States mail, postage prepaid, and addressed as set forth in Section 10, Notices.

10. NOTICES

Notices shall be given to COUNTY at the following address:

Sgt. Mitch Gratz
Humboldt County Sheriff's Office
Sheriff's Work Alternative Program
826 Fourth Street
Eureka, California 95501

Notices shall be given to CITY at the following address:

City of Eureka
Attn: Miles Slattery, Parks and Recreation Director
531 K Street
Eureka, California 95501

Notice shall be in writing and may be given by delivering a copy of said notice to COUNTY or CITY personally, or by mailing a copy of said notice to COUNTY or CITY. If mailed, notices shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CITY certifies by its signature below that CITY is not a Nuclear Weapons Contractor, in that CITY is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CITY agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CITY becomes a nuclear weapons contractor.

12. COMPLIANCE WITH APPLICABLE LAWS

CITY shall comply with any and all applicable federal, state and local laws affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

13. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt.

14. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

15. NO WAIVER

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

16. HOLD HARMLESS

A. CITY shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which have been determined by a court of law to have been caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with CITY duties and obligations under this Agreement and any amendments hereto.

B. COUNTY shall indemnify, defend and hold harmless CITY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which have been determined by a court of law to have been caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY'S duties and obligations under this Agreement and any amendments hereto.

C. Notwithstanding Paragraphs a and b, in the event that CITY and COUNTY are both held to be, by a court of law, negligently or willfully responsible, CITY and COUNTY will bear their proportionate share of liability as determined in any such proceeding. Each side will bear their own costs and attorney fees.

D. Acceptance of insurance, if required by this Agreement, does not relieve CITY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CITY's operations regardless if any insurance are applicable or not.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

COUNTY OF HUMBOLDT:

BY: _____ DATE: _____
SHERIFF Michael Downey

Approved as to Form:

By: _____
Deputy County Counsel, County of Humboldt

Approved as to Indemnity:

By: K. Kingsland
Risk Manager, County of Humboldt

CITY OF EUREKA:

BY: Greg Sparks DATE: 4/20/16
Greg Sparks
City Manager

Approved to as to Form:

By: Cyndy Day-Wilson
Cyndy Day-Wilson
City Attorney, Eureka