



AGENDA ITEM NO.
C-26

SHERIFF'S OFFICE
COUNTY OF HUMBOLDT

826 FOURTH STREET
EUREKA, CALIFORNIA 95501-0516 PHONE (707) 445-7251

For the meeting of: **April 22, 2014**

Date: **April 4, 2014**
To: **BOARD OF SUPERVISORS**
From: **MICHAEL T. DOWNEY, SHERIFF**
Subject: **AGREEMENT BETWEEN SHERIFF'S OFFICE AND CITY OF EUREKA TO PROVIDE SHERIFF WORK ALTERNATIVE PROGRAM (SWAP) SERVICES TO ASSIST WITH BEAUTIFICATION PROJECTS**

RECOMMENDATION(S):

That the Board of Supervisors

- 1. Authorize the Sheriff to sign an Agreement with the City of Eureka for a SWAP work crew to assist with clean-up and beautification projects with in the Eureka City limits.

SOURCE OF FUNDING: City of Eureka

DISCUSSION:

Effective April 1, 2012, the County of Humboldt, through the Sheriff's Office, entered into the first year Agreement to provide Sheriff Work Alternative Program (SWAP) participants, to perform various citywide cleanup and beautification projects. This agreement expired March 31, 2014. The Sheriff and City of Eureka would like to continue the agreement. The crews will be assigned to the City one day a week, for the period of one year. These crews may be made up of in-custody inmate laborers or SWAP participants, depending on availability. The crew, made up of eight (8) participants, is supervised by one Correctional Officer. The City of Eureka will provide necessary equipment that will, at the end of the contract, be donated to the program.

The SWAP crews have traditionally been used to perform these types of services in various jurisdictions and are an economical alternative for the Cities while providing an alternative to individuals who qualify, both in-custody and those enrolled in this program, in lieu of incarceration.

FINANCIAL IMPACT:

The City of Eureka has agreed to pay estimated costs of \$33,807 for the Correctional Officer's salary and transportation costs. In addition, the City will provide necessary equipment to be used on specified projects. There will be no general fund impact.

Prepared by [Signature] CAO Approval [Signature]
REVIEW: Auditor NSM County Counsel KR Personnel _____ Risk Manager [Signature] Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor
Seconded by Supervisor
And unanimously carried by those members present,
The Board hereby adopts the recommended action
contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. C-11
Meeting of: 3/27/2012

Dated: April 22, 2014
Kathy Hayes, Clerk of the Board
By: [Signature]

OTHER AGENCY INVOLVEMENT: City of Eureka

ALTERNATIVE TO STAFF RECOMMENDATIONS:

The Board may choose not to approve the Sheriff's signing of the Agreement. This is not advised since the impact to the County will be minimal and the partnership with the City benefits both the City and County.

ATTACHMENTS:

1. Copy of proposed Agreement with City of Eureka

CITYWIDE CLEANUP AND BEAUTIFICATION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2014, ("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 Twenty-Eight Thousand Three Hundred Seven and 28/100 dollars (\$28,307.28). Sheriff's Business Office will invoice the CITY quarterly for payments of \$7,076.82, 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 \$5,500.00 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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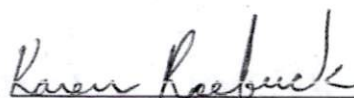
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

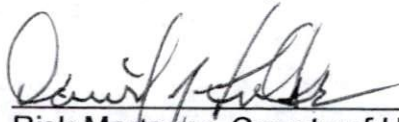
COUNTY OF HUMBOLDT:

BY: _____ DATE: _____
SHERIFF Michael Downey

Approved as to Form:

By: 
Deputy County Counsel, County of Humboldt

Approved as to Indemnity:

By: 
Risk Manager, County of Humboldt

CITY OF EUREKA:

BY: _____ DATE: _____
Miles Slattery
Parks and Recreation Director

Approved to as to Form:

By: _____
Cyndy Day-Wilson
City Attorney, Eureka