

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Environmental Resources _____

BOARD AGENDA # *B-6 _____

Urgent Routine

AGENDA DATE January 29, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Enter Into a Memorandum of Agreement with the Paradise South Weed and Seed Steering Committee to Provide Enhanced Code Enforcement Services During Fiscal Year 2007-2008

STAFF RECOMMENDATIONS:

Authorize the Chief Executive Officer to sign the Memorandum of Agreement with the Paradise South Weed & Seed Steering Committee to provide enhanced Code Enforcement Services during Fiscal Year 2007-2008.

FISCAL IMPACT:

Anticipated Revenue and appropriations associated with this recommendation have been included in the Department's 2007-2008 Final Budget approved by the Board of Supervisors on September 11, 2007.

The total to be paid by Paradise South to Stanislaus County shall not exceed \$32,633.00 (specifically allocated \$13,633.00 for Code Enforcement Officer and \$19,000.00 for the VACE Coordinator). Stanislaus County will submit an itemized invoice along with supporting documentation to Paradise South on a quarterly basis for services rendered.

BOARD ACTION AS FOLLOWS:

No. 2008-064

On motion of Supervisor Grover, Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini, and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

In February 2003, Stanislaus County, in partnership with the City of Modesto, embarked on a unique project to "weed" out crime and blight, and "seed" in a healthier neighborhood in an area of West Modesto. There are approximately 4,000 residences in this target area, of which over 800 are within County pockets. 32.6 percent of residents in this area live below the poverty level. It is only 2.1 miles in size and is home to 47 different languages and dialects. The City of Modesto, with assistance provided by Stanislaus County, applied for a "Weed and Seed" grant from the U.S. Department of Justice and, in December of 2005, obtained that grant. The area is now federally recognized as an official Weed and Seed Project Area. The Chief Executive Officer of the County has authority to act on all matters regarding the grant application.

On April 6, 2006, the Board of Supervisors approved a memorandum of understanding with the City of Modesto for the Weed and Seed Project and the coordination of code enforcement efforts in the designated West Modesto area. Since that time, County Code Enforcement has been working in collaboration with the City Neighborhood Preservation Unit to implement strategies contained in an approved plan by pro-actively enforcing respective ordinances resulting in positive neighborhood restoration through the cleaning of blighted neighborhoods.

On May 18, 2007, the Department of Justice awarded the Stanislaus Community Foundation grant funds for activities within the designated Weed and Seed area. The designated area, as established by the Weed and Seed Steering Committee, is the area south of H Street and Paradise Road, east of Carpenter Road, North of the Tuolumne River, and west of State Route 99. Award of the funds covers Fiscal Year 2007-2008.

The overall focus of the program continues to improve crime analysis capacity through the coordination of multi-agency operations focused on gang enforcement, and reducing the sales of alcohol and tobacco to minors. Community policing goals include integrating pro-active problem solving and partnerships, increasing positive interaction between youth and police, and increasing and focusing code enforcement efforts.

Each Weed and Seed site is required to demonstrate its local coordination efforts and include a firm commitment of either time or resources to the project in a specific memorandum of understanding (Attachment A).

The Weed and Seed Partnership for West Modesto is currently in its second year of funding and receives ongoing technical assistance from assigned staff from the Federal Department of Justice. The Weed and Seed Steering Committee was advised that memorandums of understanding should be established with partner agencies receiving grant funds for enhanced services to the area. As such, Weed and Seed staff has been working with the appropriate partner agencies and legal counsel to develop such agreements. An agreement pertaining to the language to be contained within the memorandums was obtained late last year. The attached memorandum of understanding is consistent with those used by Weed and Seed sites in other areas and the template provided by the U.S. Department of Justice.

As part of the implementation strategy, the Paradise South Weed and Seed Steering Committee is seeking to enter into a memorandum of understanding with the Stanislaus County Department of Environmental Resources for providing professional and/or technical services to the Paradise South Weed and Seed area, in accordance with and pursuant to the details of the agreement. If approved, this agreement will serve as the model to be used by other County and non-County partners to solidify expectation and commitment to the Weed and Seed Partnership.

Activities will include enhanced code enforcement efforts in the Paradise South area, and coordination of the VACE (Volunteers Assisting Code Enforcement) program for both City and County areas, including volunteer recruitment and training, scheduling and referrals to code enforcement and other abatement enforcement.

POLICY ISSUE:

The Board should determine if approval of this agenda item will promote the Board's priorities of striving for a safe community, a healthy community, and the efficient delivery of public services.

STAFFING IMPACT:

The grant fund provides partial funding for a Code Enforcement Officer (576 hours match) and Volunteers Assisting Code Enforcement (VACE) Coordinator (1,500 hours). Per an existing memorandum of understanding with the City of Modesto, the Department of Environmental Resources absorbs the cost for the first 12 hours of salaries paid to the Code Enforcement Officer each week. The Weed and Seed grant would provide reimbursement for hours in excess of those hours up to a fiscal year maximum of \$13,633 (excluding the VACE Coordinator position – Stanislaus County pays the VACE Coordinator's salary and is subsequently reimbursed in full through the grant).



MEMORANDUM OF AGREEMENT

This agreement, entered into this 1 day of July, 2007, is between the **Stanislaus County Department of Environmental Resources, Code Enforcement Division**, whose address 3800 Cornucopia Way, Suite C, Modesto, CA 95358, and **Paradise South Weed & Seed Steering Committee**.

WHEREAS, Paradise South Weed & Seed hereinafter referred to as “**Paradise South,**” is an officially recognized Weed and Seed Community and has received a grant from the U.S. Department of Justice, Office of Justice Programs, Community Capacity Development Office (CCDO) to implement its Weed & Seed strategy pursuant to the grant “FY2007 Weed and Seed Continuation Funding” – 2007-WS-Q60010.

WHEREAS the **Stanislaus County Department of Environmental Resources** hereinafter referred to as “**Provider**” has agreed to participate in this effort;

NOW THEREFORE, Paradise South and Provider agree as follows:

ARTICLE I SCOPE OF SERVICES

1. The **Provider** agrees to contribute to the overall goals and objectives of the Paradise South Weed & Seed Strategy by providing professional and/or technical services to **Paradise South**, in accordance with and pursuant to the details of this Agreement (“Agreement”), and specifically Attachment A – Scope of Work, which is attached hereto and incorporated herein by this reference (“Work”). **Provider** shall capture data for evaluation purposes as outlined in Attachment A – Scope of Work and include in quarterly progress reports as identified in item “b” of the Scope of Work..
2. **Provider** shall provide at no charge to Paradise South or the Grant at least one representative to be involved with the program and attend the Weed and Seed Sub-Committee Meetings. This representative will give reports on activities and progress made in the targeted area for items related to the Weed and Seed Program objectives.
3. **Provider’s** services must be performed in the targeted area and address the Paradise South goal(s) outlined in Work. The **Provider** shall perform the specified Work and shall furnish all labor, materials, supplies, equipment, supervision, and services for and incident to the performance of the Work.

ATTACHMENT A

4. **Provider** shall limit its expenditures to the specified amounts as indicated in each detail category as specifically budgeted or adjusted by CCDO. Any requests for amendments in a budgeted category must be submitted to Paradise South for approval of the Steering Committee and/or submission to CCDO for consideration. **Provider** agrees that it will not exceed expenditures nor amend the amounts of expenditures as budgeted/adjusted without prior written approval from Paradise South.

Provider's activities and expenditures shall be limited to and consistent with implementation and operation of the Program as defined herein, and the **Provider** shall comply with all the terms and requirements of the 2007-WS-Q60010 Grant, which is hereby incorporated in its entirety by reference, particularly with respect to the preparation of programmatic reports, monitoring, and administrative requirements, including but not limited to any applicable Special Conditions of the Grant, the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide, and **Paradise South's** audit requirements as set forth in OMB Circular A-133.

5. In consideration of services rendered, **Paradise South** agrees to pay the **Provider** in accordance to the provisions of Article IV.

ARTICLE II GENERAL PROVISIONS

1. This Agreement, including attachments, shall form the entire agreement and understanding between **Paradise South** and the **Provider**. Except as provided in Article VII hereof, no other written or verbal statements, shall be binding upon the parties or construed as modifying this Agreement in any way.
2. The governing law of this Agreement shall be the law of the State of California, excluding its choice of law provisions. The parties agree that Stanislaus County is the sole proper venue for the litigation of any and all disputes arising out of or relating to this Agreement.
3. Execution of this Agreement by **Paradise South** will be authorization for the **Provider** to proceed with the Work and Services specified herein.
4. **Provider** shall use its best efforts to obtain all supplies and services for use in the performance of this Agreement at the lowest practicable cost.
5. Hiring and Screening Policies. Per the Special Conditions of the Grants, **Provider** certifies that they have appropriate hiring policies and screening procedures for employees who will be working with youth and other residents as part of the Weed and Seed strategy.
6. Communications to **Paradise South** shall be directed to:

Cindy Rhea, Weed & Seed Program Coordinator
600 10th Street, Modesto, CA 95354
209-342-6105
209-595-0112 FAX : 209-572-9656
rheac@modestopd.com

Communications to **Provider** shall be directed to:

Sonya Harrigfeld
Stanislaus County Department of Environmental Resources
Code Enforcement Division
3800 Cornucopia Way, Suite C
Modesto, CA 95358
209-525-6700 FAX: 209-525-6774

ARTICLE III TERM

The term of this Agreement shall be from **July 1, 2007** through **June 30, 2008**. All Work will be completed by **June 30, 2008**.

ARTICLE IV CHARGES, INVOICING, AND PAYMENT

1. **Paradise South** shall pay **Provider** as identified in Attachment B- Itemized Budget for services provided in the operation of the Program during the effective period of the Grant within the budget parameters approved by CCDO including any amendment/adjustment thereto for **Provider** portion of the Grant.
2. **Paradise South** shall pay **Provider** for services performed pursuant to this agreement, including staff salaries and operating expenses pursuant to the conditions and budget of the Grant or the CCDO approved revised conditions and budget of the Grant. **Provider** agrees that payment hereunder is limited to the amount reflected in the Grant budget detail summary as specified in the enumerated categories. This applies even if the Grant Award Notice or Grant Adjustment Notice designates all of **Provider**'s budget under the category of "Contractual Services."
3. The total to be paid by **Paradise South** to the **Provider** shall not exceed **\$32,633** (specifically allocated \$13,633 for Code Enforcement Officer and \$19,000 for the VACE Coordinator). The **Provider** will submit an itemized invoice along with supporting documentation and a quarterly progress report, to **Paradise South** on a quarterly basis for services rendered, in accordance with specified line items in Attachment B, Itemized Budget. The final invoice shall be received no later than **July 20, 2008**.

4. Within 20 business days following receipt of each invoice, **Paradise South** will review, approve, and pay approved invoice amount to the **Provider**.

ARTICLE V INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of employer, employee, partnership, agent, servant, or joint venture with the **Provider** or any persons employed by or representing the **Provider** including Subcontractors or employees thereof. The **Provider** shall control the manner and means of accomplishing the performance of the Agreement.

ARTICLE VI INSURANCE AND INDEMNIFICATION

1. The **Provider** shall maintain throughout the period of this Agreement the following insurance coverages, which shall be written on an "occurrence" basis:
 - A. Worker's Compensation and Employer's Liability insurance, as required by law;
 - B. Comprehensive General, Bodily injury, and property damage insurance, with \$1,000,000 combined single limits; and
 - C. Comprehensive automobile liability for owned and rented/leased vehicles, including bodily injury and property damage coverage, with \$1,000,000 combined single limits.
2. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Governmental code section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

ARTICLE VII MODIFICATIONS

Specific expenditures and activities outlined in this Agreement may be modified in keeping with established Weed and Seed priorities and budgetary guidelines by written consent of all parties involved.

ARTICLE VIII DISPUTES

The parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this Agreement.

ARTICLE IX NON-ASSIGNMENT

Neither party shall assign, transfer, or further subcontract this Agreement, in whole or in part, without prior written approval of the other.

ARTICLE X SEVERABILITY AND SURVIVAL

If any of the provisions herein are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not effect any other provision, and this Agreement will be construed as valid, legal, and enforceable in all other respects.

ARTICLE XI TERMINATION

1. Each party retains the right to terminate this Agreement without cause upon thirty (30) days' advance notice to the other. Each party retains the right to terminate this Agreement for cause upon twenty-one (21) days' advance written notice to the other, which notice shall specify the cause.
2. After termination, the **Provider** will be reimbursed for Services rendered and necessary expenses incurred to the termination date upon submission of an invoice to **Paradise South**.

ARTICLE XII ENTIRE DOCUMENT

This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

PROVIDER

Stanislaus County Department of
Environmental Resources
Code Enforcement Division
3800 Cornucopia Way, Suite C
Modesto, CA 95358
209-525-6700

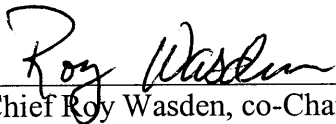
PARADISE SOUTH

Paradise South Weed & Seed
Steering Committee
PO Box 3313
Modesto, CA 95353
209-342-6105


SIGNATORIES



Richard Robinson, CEO
Stanislaus County



Chief Roy Wasden, co-Chair
Paradise South Weed & Seed
Steering Committee



or Sheriff Adam Christianson, co-Chair
Paradise South Weed & Seed
Steering Committee

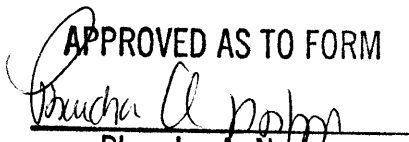


Cindy Rhea, Site Coordinator
Paradise South Weed & Seed



Thomas Boze
Deputy County Counsel

APPROVED AS TO FORM



Phaedra A. Norton
Senior Deputy City Attorney

ATTACHMENT A

SCOPE OF WORK

Stanislaus County Department of Environmental Resources, Code Enforcement Division, agrees to be responsible for the creation and execution of the Code Enforcement activities in the targeted Weed & Seed area that have been approved by the Paradise South Steering Committee as itemized in Attachment B – Itemized Budget.

Activities will include Code Enforcement in the Paradise South area, and coordination of the VACE (Volunteers Assisting Code Enforcement) program for both within City and the unincorporated County areas only, including volunteer recruitment and training.

It is further agreed that the Stanislaus County Code Enforcement will:

- a) Provide inkind/matching funds or services needed beyond the budgeted items as agreed to fully implement budgeted activities in Paradise South.
- b) Capture the following data for evaluation purposes and include in quarterly progress reports submitted to the Weed and Seed Program Coordinator:
 - Properties worked, including address and source of report (complaint, on-view, or VACE), type of violation, action taken and status.
 - Number of VACE volunteers, number of volunteer trainings;
 - VACE volunteer activity.
- c) Work toward the sustainability of these programs in the targeted Paradise South area.

To support these efforts, Paradise South agrees to promote Stanislaus County Code Enforcement activities as appropriate on www.paradise-south.com based on information provided by Stanislaus County Department of Environmental Resources, and will assist in getting the word out to area residents by a variety of promotional methods as budget allows.

ATTACHMENT B

ITEMIZED BUDGET

Stanislaus County Code Enforcement

Partial Funding for CE Officer in County Areas

Code Enforcement Officer	12 months x 30 hours x \$37.87 (576 hours match)	\$ 13,633
-----------------------------	---	-----------

VACE Program

Volunteers Assisting Code Enforcement

VACE Coordinator	1500 hours x \$12/hr	\$18,000
VACE Materials for Volunteers	Supplies, Forms	<u>\$ 1,000</u>
	Total	\$ 19,000