

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: Sheriff's Department

[Handwritten signature] SHERIFF

BOARD AGENDA # *B-12

Urgent

Routine

AGENDA DATE December 16, 2008

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval for the Sheriff to Enter into and Sign an Agreement with Turlock Irrigation District to Provide Security Patrol Services; Increase the Sheriff Operations Budget

STAFF RECOMMENDATIONS:

1. Authorize the Sheriff to enter into and sign an Agreement with Turlock Irrigation District to provide security patrol services.
2. Direct the Auditor-Controller to increase estimated revenue and expense appropriations in the amount of \$39,479 in the Sheriff Operations Budget for FY 2008-2009, according to the budget journal.

FISCAL IMPACT:

The estimated annual cost for a Sheriff Reserve Deputy to provide uniformed security patrol service is \$66,958. The agreement also allows for reimbursement of \$0.72 per mile for vehicle use and for cell phone usage not to exceed \$1,000.00 per month. Funding for these services will be paid for by Turlock Irrigation District on a quarterly basis. It is requested that appropriations and estimated revenue be increased by \$39,479 in the Sheriff Operation Budget for FY 2008-2009.

BOARD ACTION AS FOLLOWS:

No. 2008-848

On motion of Supervisor Monteith, Seconded by Supervisor Grover

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: District Two vacant

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval for the Sheriff to Enter into and Sign an Agreement with Turlock Irrigation District to Provide Security Patrol Services; Increase the Sheriff Operations Budget

DISCUSSION:

Turlock Irrigation District is interested in contracting for security services to patrol District canals and other property within Stanislaus County. The Stanislaus County Sheriff's Department has Reserve Deputies that are specially trained, experienced and competent to perform such services.

The Stanislaus County Sheriff's Department would like to assist Turlock Irrigation District with their need to have canals and their property safeguarded, and would assign an existing extra help Reserve Deputy position to provide security patrol services in accordance with the terms and conditions of the agreement. The Reserve Deputy would also be able to testify in court cases as a result of actions taken while patrolling District properties.

The effective dates of the proposed agreement will run from January 1, 2009 through December 31, 2009. With approval of this item, it is the goal of the Sheriff's Department to provide security patrol services as needed by the Turlock Irrigation District.

POLICY ISSUES:

It is necessary that the Board of Supervisor authorize the signing of the agreement and adjust budgeted appropriations for Fiscal Year 2008-2009. Approval, of this agreement supports the Board of Supervisors' priorities of Effective Partnerships, Efficient Delivery of Public Services and providing a Safe Community.

STAFFING IMPACT:

The agreement provides funding for a Reserve Deputy position. An existing Reserve Deputy position will be assigned to carry out the duties specified in the agreement for services.

County of Stanislaus: Auditor-Controller
Legal Budget Journal

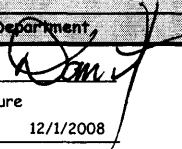
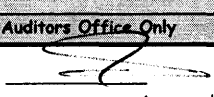
Database
Set of Books

FMS11IDB.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

| | |
|---------------------|-----------------------------------|
| Balance Type | Budget |
| Category | * List - Text Budget - Upload |
| Source | * List - Text SO DRW |
| Currency | * List - Text USD |
| Budget Name | List - Text LEGAL BUDGET |
| Batch Name | Text |
| Journal Name | Text |
| Journal Description | Text TID Contract 2008-C |
| Organization | List - Text Stanislaus Budget Org |

| Upl | Fund | Org | Acc't | GL Proj | Loc | Misc | Other | Debit | | Credit | | Period | Line Description |
|----------------|------|---------|-------|---------|--------|--------|-------|--|---|-------------------------------------|------|--------|-----------------------------------|
| | | | | | | | | incr appropriations decr est revenue (format : number : general) | decr appropriations incr est revenue | Upper case MMM-YY List - Text | Text | | |
| 4 | 7 | 5 | 7 | 6 | 6 | 5 | | | | | | | |
| Fb | 0100 | 0028210 | 50020 | 0000000 | 000000 | 000000 | 00000 | 33,479.00 | | | | Dec-08 | Increase Extra Help |
| Fb | 0100 | 0028210 | 60400 | 0000000 | 000000 | 000000 | 00000 | 600.00 | | | | Dec-08 | Increase Communications |
| Fb | 0100 | 0028210 | 74173 | 0000000 | 000000 | 000000 | 00000 | 5,400.00 | | | | Dec-08 | Increase Fleet Svc-Fuel |
| Fb | 0100 | 0028210 | 32813 | 0000000 | 000000 | 000000 | 00000 | | | 39,479.00 | | Dec-08 | Increase Law enforce serv-TID/MID |
| Totals: | | | | | | | | 39,479.00 | 39,479.00 | | | | |

Explanation: Increase Revenue and Expense appropriations for 6 months for the TID Contract Jan 2009 - Dec 2009

| | | | | | |
|-----------------------|---|-----------|------------|---|-------------|
| Requesting Department | | CEO | Data Entry | Auditors Office Only | |
| Dan Wirtz |  | _____ | _____ |  | _____ |
| Signature | | Signature | Keyed by | Prepared By | Approved By |
| 12/1/2008 | | | | | 12-05-08 |
| Date | | Date | Date | Date | Date |

BOARD OF SUPERVISORS
AGREEMENT FOR SPECIAL SERVICES

2009 JAN 13 A 10:36

Between
STANISLAUS COUNTY
And
TURLOCK IRRIGATION DISTRICT

CONTRACT NO. _____

THIS AGREEMENT is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, for the Stanislaus County Sheriff's Department (hereinafter referred to as "County"), and Turlock Irrigation District, (hereinafter referred to as "District").

WHEREAS District desires to contract with County for special services which consist of patrolling canals and other property within Stanislaus County and,

WHEREAS County is specially trained, experienced, and competent to perform such services in connection with Deputy Sheriff duties; and

WHEREAS the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

County shall provide security patrol services through the use of one full-time Deputy Sheriff-Reserve and other County equipment, 40 hours per week, in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. County's services include, but are not limited to, the following:

- A. Full-Time patrol unit (40 hours per week) to patrol District canals and other property.
- B. Testify in court cases as a result of actions taken while patrolling District properties

2. TERM

The term of this Agreement shall commence on the 1st day of January, 2009 and continue until the 31st day of December, 2009, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CAUSE" or "TERMINATION AT WILL", as set forth elsewhere in this Agreement.

3. COMPENSATION

In consideration of County performing such work as set forth in Section entitled, "SCOPE OF SERVICES", District agrees to pay County Sixty-six thousand nine hundred forty-eight dollars (\$66,948) annually (\$32.19 hourly) to cover salary and benefits of said deputy for performance of such work, plus seventy-two cents (\$0.72) per mile, as more specifically set forth under Section 1, "SCOPE OF SERVICES", whether said work be performed at County premises or elsewhere. In addition, District agrees to compensate County for cell phone usage not to exceed One Hundred Dollars (\$100.00) per month.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of County and be mailed to County at:

Name: Stanislaus County Sheriff's Department
Attn: Finance
Address: 250 E. Hackett Road
City/State/Zip: Modesto, CA 95358

County may request that District mail the checks to County at such other address as County may from time to time designate to District. Such request must be made in writing in accordance with the procedures as outlined under Section 5, "NOTICES".

4. TERMS OF PAYMENT

Payment shall be for services required to be provided herein and as set forth under Section 1, "SCOPE OF SERVICES." Payment shall be made in the following manner:

County shall submit quarterly invoices, or alternate documentation as deemed appropriate in advance by District, for services it has provided and for the amount owed under this Agreement. Invoices shall be forwarded to the District at the District address indicated under Section 5, "NOTICES" of this Agreement. Said compensation is to be paid at the rate of Sixty-six thousand nine hundred forty-eight dollars (\$66,948) annually. This amount is to be paid at the rate of Sixteen thousand seven hundred thirty-seven dollars (\$16,737) quarterly. Invoices will be billed April 1, 2009, July 1, 2009, October 1, 2009, and January 1, 2010.

Payment for the supplemental law enforcement services to be provided pursuant to this Agreement shall be made not later than thirty (30) days from the mailing of a billing statement to District for the supplemental law enforcement services provided to District pursuant to this Agreement.

5. NOTICES

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that:
 - a) A duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery
 - b) The receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messengers, or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

| | |
|--|-----------------------------|
| Stanislaus County Sheriff's Department | Turlock Irrigation District |
| Attn: Finance | |
| 250 E. Hackett Road | 333 E. Canal Dr. |
| Modesto, CA 95358 | Turlock, CA 95380 |
| Fax: (209) 525-7106 | Fax: (209) 656-2180 |

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

6. TERMINATION AT WILL

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination. Upon effective date of termination, County shall have no further liability for the provision of services.

7. TERMINATION FOR CAUSE

If District materially defaults in the performance of or repeatedly fails to comply with any of its obligations under this Agreement, or otherwise breaches this Agreement (a "Default"), County may, in addition to any other remedies it may have, provide District with written Notice of Default in the manner set forth under Section 5, "NOTICES", specifying the provision(s) or term(s) of this Agreement that relate to the default and/or lack of compliance. County's written Notice of Default shall provide thirty (30) calendar days from the date of proper mailing of such notice allowing for full and satisfactory correction of default or full compliance. Should District thereafter fail to proceed with all reasonable diligence to fully cure the Default, County may terminate this Agreement for cause by giving five (5) calendar days written notice in the manner set forth under Section 5, "NOTICES". In the event of any proceeding by or against the District, including but not limited to bankruptcy, insolvency, appointment of a receiver or trustee, or an assignment for the benefit of creditors, County may exercise at its election its right of termination under this Section.

If County materially defaults in the performance of or repeatedly fails to comply with any of its obligations under this Agreement, or otherwise breaches this Agreement (a "Default"), District may, in addition to any other remedies it may have, provide County with written Notice of Default in the manner set forth under Section 5, "NOTICES", specifying the provision(s) or term(s) of this Agreement that relate to the default and/or lack of compliance. District's written Notice of Default shall provide thirty (30) calendar days from the date of proper mailing of such notice allowing for full and satisfactory correction of default or full compliance. Should County thereafter fail to proceed with all reasonable diligence to fully cure the Default, District may terminate this Agreement for cause by giving five (5) calendar days written notice in the manner set forth under Section 5, "NOTICES". In the event of any proceeding by or against the County, including but not limited to bankruptcy, insolvency, appointment or a receiver or trustee, or an assignment for the benefit of creditors, district may exercise at its election its right of termination under this Section.

8. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

County shall be entitled to receive compensation for any work completed prior to issuance of the notice of termination. Neither party, however, shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated at will or for cause.

9. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

10. INDEMNIFICATION

The provisions herein are made in accordance with Government Code, section 895.4, as follows:

County shall indemnify, defend and hold harmless District, its officers, employees, directors, and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Agreement, including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons in proportion to and to the extent that such claims, damages, expenses, liabilities or losses arise from the negligence or willful acts or omissions of County, its officers, employees or agents.

District shall indemnify, defend and hold harmless County, its officers, supervisors, employees and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising of or in any way connected with this Agreement, including, without limitation, claims damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons in proportion to and to the extent that such claims, damages, expenses, liabilities or losses arise from the negligence or willful acts or omissions of District, its officers, employees, directors, or agents.

The obligations set forth above shall survive expiration or termination of this Agreement.

11. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

12. COUNTY NOT OBLIGATED TO THIRD PARTIES

County shall not be obligated or liable hereunder to any party other than District.

13. COMPLIANCE WITH STATE LAWS AND REGULATIONS

The parties agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to the parties, their sub grantees, contractors, or subcontractors, and their work.

14. APPLICABLE LAW: VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Stanislaus County, unless the parties agree otherwise or are otherwise required by law.

15. WAIVER

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.

16. BREACH OF CONTRACT

Upon breach of this Agreement by either party, the non-breaching party shall have all remedies available to it both in equity and/or at law.

17. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect and inure to the benefit of the successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

18. CONFLICT OF INTEREST

District covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. District shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. District shall

make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables them to influence this Agreement, shall have any direct or indirect financial interest resulting from this Agreement or shall have any relationship to District or their officer or employee nor that any such person will be employed by District in the performance of this Agreement without immediate divulgence of such fact to the County.

19. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

The parties and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of the other party because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Each party shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of the other party's employees and agents, and recipients of services are free from such discrimination and harassment.

The parties represent that they are in compliance with and agree that they will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

The parties shall include this nondiscrimination provision in all subcontracts related to this Agreement.

20. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

21. ASSIGNMENT

The parties shall not assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent of the other party.

22. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected.

23. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

24. DISPUTES

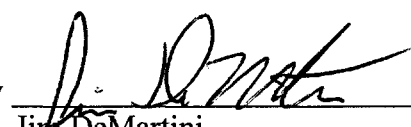
In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

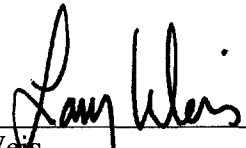
25. LICENSE AND PERMITS

District 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 Stanislaus 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 County.

County of Stanislaus

Turlock Irrigation District

By 
Jim DeMartini
Vice-Chair, Board of Supervisors

By 
Larry Weis,
General Manager

DEC 16 2008

12/18/08

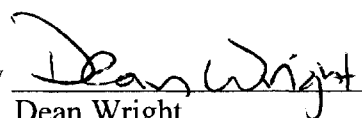
Dated

Dated

APPROVED AS TO LEGAL FORM

Stanislaus County Counsel

Stanislaus County Sheriff's Dept

By 
Dean Wright

By 
Adam Christianson
Sheriff-Coroner

RESOLUTION NO. 2008-51

RESOLUTION APPROVING AGREEMENT FOR SPECIAL SERVICES
BETWEEN STANISLAUS COUNTY AND THE TURLOCK IRRIGATION DISTRICT

WHEREAS, the Turlock Irrigation District (District) desires to contract with Stanislaus County Sheriff for special services which consist of patrolling canals and other property within Stanislaus County; and

WHEREAS, Stanislaus County Sheriff is specially trained, experienced, and competent to perform such services in connection with Deputy Sheriff duties; and

WHEREAS, the parties desire to set forth the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Turlock Irrigation District does hereby:

1. Approve the attached Agreement for Special Services between Stanislaus County and the Turlock Irrigation District, which is incorporated herein by reference.
2. Authorize and direct the General Manager to execute said agreement, and any amendments thereto, on behalf of the District.

Moved by Director Short, seconded by Director Berryhill, that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes: Directors Short, Berryhill, Fiorini, Santos, Fernandes
Noes: Directors None
Absent: Directors None

The President declared the resolution adopted.

I, Tami Wallenburg, Deputy Secretary of the Board of Directors of the TURLOCK IRRIGATION DISTRICT, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Directors held the 16th day of December, 2008.



Deputy Secretary of the Board of
Directors of the Turlock Irrigation District