

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

DEPT: Sheriff's Department Walt

BOARD AGENDA # *B-16

Urgent Routine

AGENDA DATE June 30, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of a Contract with the Partners for a Safer America to Provide Bail Bond Service Boards in the Stanislaus County Sheriff's Department Adult Detention Facilities

STAFF RECOMMENDATIONS:

1. Authorize the Sheriff to contract with Partners for a Safer America to provide bail bond service boards in the Adult Detention Facilities which contain contact information for licensed bail agents in Stanislaus County.
2. Authorize the Sheriff to sign the agreement with the Partners for a Safer America for bail bond service boards in the Adult Detention Facilities.
3. Direct the Auditor-Controller to increase estimated revenue by \$12,000 consistent with the budget journal.

FISCAL IMPACT:

The contract will cover July 1, 2009, through June 30, 2012. From the advertising revenue earned by Partners for a Safer America, the Sheriffs Department will receive seventy percent (70%) of gross revenues earned annually for the first year; seventy five percent (75%) for the second year; and eighty percent (80%) for every year thereafter, with a minimum guarantee of one thousand dollars (\$1,000) annually.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2009-444

On motion of Supervisor O'Brien, Seconded by Supervisor Grover

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of a Contract with the Partners for a Safer America to Provide Bail Bond Service Boards in the Stanislaus County Sheriff's Department Adult Detention Facilities

FISCAL IMPACT (continued):

The revenue from this contract in Fiscal Year 2009/2010 is estimated at \$12,000. The Sheriff's Department anticipates similar revenue annually through the life of this contract. The estimated revenue for this contract was not included in the Department's Detention 2009/2010 Proposed Budget and will result in a decrease in the Department's net county cost. The attached budget journal reflects the increase in revenue for the Detention Legal Budget. There will only be minimal costs for the County to post bail bond service boards and to return damaged boards to the contractor. The Department can absorb these costs within budgeted appropriations.

DISCUSSION:

For many years the Sheriff's Department posted signboards at the Adult Detention facilities listing local bail agents. The boards were provided by the local ad hoc bail association. The local bail association conducted a drawing for placement on the board. There were numerous internal problems with the drawing and the Sheriff's Department was asked to intervene. In 2008 a bail agent threatened legal action. To avoid any further issues the Sheriff's Department removed the boards from the facilities. The inmates use phone books to get bail information. However, phone books are problematic as inmates tear out the bail pages. Bail service signs provide useful information.

Recently, the Sheriff's Department learned of a non-profit entity Partners for a Safer America that runs a signboard program. Partners for a Safer America provides an advertising opportunity to all bail bond agencies and attorneys wishing to advertise their services and/or information to inmates held within Adult Detention facilities.

As a neutral and non-competitive third party, Partners for a Safer America acts as a buffer between bail bond agents and the Sheriff's Department, while providing all of the manufacturing, marketing, maintenance and administration for the jail advertising signboard program.

Partners for a Safer America will compile an accurate list of bail agencies for inclusion on the sign board. They will verify the license status and trade name through the Department of Insurance. They will also mail notices to all qualified agencies every six months to advise them that optional advertising on the jail signboards is up for renewal. Placement of all advertising is done through a random internet drawing which is held by Partners for a Safer America every six months. Partners for a Safer America will charge between \$100-\$200 per month depending on the size of the ad and the size of the facility. If space allows Partners for a Safer America will also accept advertisements from criminal defense attorneys using the same process.

Partners for a Safer America is utilized in eleven other Counties throughout California. The Department spoke with all eleven of the other Sheriff's Departments and all highly recommend the program.

Approval of a Contract with the Partners for a Safer America to Provide Bail Bond Service Boards in the Stanislaus County Sheriff's Department Adult Detention Facilities

The Sheriff recommends that the Board of Supervisors approve this contract and authorize the Sheriff to sign the agreement between the Partners for a Safer America and the County of Stanislaus for bail bond service signs.

POLICY ISSUES:

The Board must determine if approval of this contract is consistent with the Board's stated priority of a Safe Community, Effective Partnerships, and Efficient Delivery of Public Services.

STAFFING IMPACT:

Existing staff will administer this contract and there will be no staffing impacts associated with this request.

ATTACHMENTS AVAILABLE
FROM YOUR CLERK

BOARD OF SUPERVISORS

LICENSE AGREEMENT BY AND BETWEEN

STANISLAUS COUNTY SHERIFF'S DEPARTMENT OFFICE

2009 JUL 15 A 10: 50

STANISLAUS COUNTY

2009 JUL 23 P 3: 19

AND

PARTNERS FOR A SAFER AMERICA

This is a license agreement by and between the County of Stanislaus on behalf of the Stanislaus County Sheriff's Department, hereinafter referred to as "County", and Partners For A Safer America, hereinafter referred to as "Contractor", entered into in the city of Modesto, County of Stanislaus, State of California.

The parties hereby agree to the following terms, covenants and conditions:

I. Contractor's Service Boards and Scope of Work

A. No later than August 01, 2009, Contractor shall deliver not less than (14), nor more than (20) bail bond service boards with minimum dimensions of 24" x 32" in size complete with frames, lexan plastic covers, hardware, and printed ad board, ready for installation, to the Stanislaus Sheriff's Department Custody Facilities, located at:

- Downtown Men's Jail
- Public Safety Center
- Honor Farm

B. Contractor's service boards shall exclusively provide law-related information and referral services for individuals on the premises being processed through the criminal justice system and inmates residing on the premises. The law-related information and referral services shall include the names and telephone numbers of bail agents. "These boards may also include advertising information by qualified criminal attorneys if attorney advertising is authorized by the Sheriff."

C. Contractor agrees to sell and maintain a minimum of three (3) ads on the service boards during the term of this Agreement. The spaces for ads will first be made available to licensed bail agents in Stanislaus County, second, to Stanislaus County criminal law attorneys, and third, to licensed bail agents and attorneys outside of Stanislaus County.

D. All service boards shall contain the following caveat:

"Neither Partners For A Safer America nor the Stanislaus County Sheriff's Department warrant the qualifications or competence of any of the persons or services listed on this service board."

E. It is understood that Contractor's right to install and maintain service boards on the premises shall be an exclusive right during the term of this License Agreement.

F. Contractor shall be solely responsible for the assembly, construction, printing, and delivery to County of all service boards. Service boards must be constructed and made of safety material (non-breakable frames, lexan plastic covers, and security screws) to prevent the inmates from removing, damaging, or defacing the boards (all materials used must be approved by the Sheriff's Facilities Maintenance prior to installation). Any damaged service board will be removed by the County and must be replaced by the Contractor within thirty (30) days written or e-mail notice to the Contractor. County agrees to install all original service boards, and in addition, will install replacement inserts provided by Contractor, twice annually. County will provide Contractor with a new publicly distributed commercial telephone directory when they come out. In the event that the Contractor must change the information provided on the service boards more than twice annually, the Contractor agrees to reimburse the County for the actual costs incurred for replacement of the boards, not to exceed \$250.

G. Contractor is responsible for:

1. Securing and executing an agreement with each Bail Bond Agent, who desires to advertise on the service boards using the following criteria:

a. All Agency Trade Names appearing on service boards must be on file with the Department of Insurance and approved for use by the licensed agency owner.

b. Each bail bond agency owner wishing to place an ad on service boards must hold a valid bail bond license with the California State Department of Insurance (Insurance Code Section 1800.75). The County reserves the right to block or remove any non-licensed or non-qualified agency information card from service boards.

c. All employees licensed to conduct bail must also be approved to solicit bail bonds under the owner's approved Trade Name.

d. All information cards must comply with Department of Insurance regulations and may include agent pictures, agency name, telephone numbers, address, services available and any other information the agency owner feels is pertinent to the business. Nothing on the display cards can be obscene, immoral or illegal.

2. Placing the names of all licensed bail bond agents wishing to do business in the County of Stanislaus and wishing to advertise their services in the Stanislaus County Sheriff's Department Adult Detention Facilities, in a fair and equitable manner, on reasonably sized, professionally crafted, poster like boards, not to exceed 24" x 32" in size (unless pre-approved by the Stanislaus County Sheriff's Department Adult Detention Division Captain).

3. Contractor shall be responsible to randomly place all advertisements on the service boards, and to rotate all advertisements on these service boards every six months through the use of their web-based "Internet Drawing Program." This program allows all advertisers to participate in specially scheduled random rotation drawings held on the

Internet. Details for participation will be provided to qualified advertisers at the time they secure an advertising contract with Contractor.

4. Developing a fair process for displaying all (Attorney advertisements) on the service boards, agreed upon by the Bail Bonds Agents.

5. Charging persons purchasing advertising space on the service boards a minimum of \$100.00 per month, during the first year of this agreement, with an optional per month increase of twenty-five dollars (\$25) each year for the remainder of the contract term when pre-approved by the Sheriff.

II. Compensation

A. As compensation for allowing Contractor to install its service boards on the premises, the County shall receive seventy percent (70%) of gross revenues earned annually for the first year; seventy five percent (75%) for the second year; and eighty percent (80%) for every year thereafter, with a minimum guarantee of one thousand dollars (\$1,000) annually.

B. Contractor shall make a complete and accurate accounting of the gross revenue produced by the service boards and shall deliver the accounting and Country's first commission payment no later than *(date to be determined)*.

C. The first payment shall be equal to the County's share of six (6) months revenue generated by Contractor. Contractor shall then deliver payments every six months through the duration of this Agreement. Contractor shall deliver County's check within seven (7) days from official notification by a member of the Stanislaus County Sheriff's Department of the timely installation of all new replacement inserts on (or before) the contract replacement dates (twice annually) reflected in this contract.

D. As used in this paragraph, the term "gross revenue" shall mean the total amount of the advertising fees, charges or other advertising compensation owed to Contractor from persons, and or agencies placing their names, addresses and/or telephone numbers on advertisement placed on Contractor's service boards, without regard, and not to include, any amounts for bad debt, late payments, non-payment, etc. associated with amount owed to Contractor.

E. Contractor shall mail all payments to County at the following address:

Stanislaus County Sheriff's Department
Accounts Receivable
250 Hackett Road
Modesto, CA 95358

III. Term

A. This Agreement shall have a term of three (3) years and shall commence on (July 1, 2009), or sooner. County shall have the option to extend the term every three years, for an additional three (3) years, by providing written notice to Contractor no less than thirty (30) days prior to the expiration of the base term. In the event no written notice is provided, contract will automatically renew for an additional three (3) years, on the first day following the expiration of the base term.

B. Upon expiration or termination of this License Agreement, County will remove the service boards and return them, at their expense, to Contractor at 8810 W. River Beach Lane, Boise, Idaho 83714.

IV. General Contract Provisions

A. Nondiscrimination Clause:

Contractor shall comply with all applicable federal, state, and local laws and regulations including Stanislaus County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following:

Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1102.1.

Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation.

Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

B. Insurance

See Exhibit A, attached hereto and incorporated by this reference. Contractor's insurance shall be effective on the start date of this Agreement and shall continue throughout the entire term of this Agreement. Proof of insurance shall be attached as part of this Agreement prior to approval.

C. Security Clearance

All Contractors' employees, agents, and representatives, wishing to enter any County Correctional Facility must first receive a security clearance prior to entrance. Contractor should allow at least four (4) weeks prior to intended entrance for completion of the security clearance process. Requests for security clearances shall be done by contacting the Adult Detention Division Bureau of Administrative Services Lieutenant. County reserves the right to refuse entrance to any person(s) not in possession of a security clearance badge or to confiscate any security clearance badge issued at its discretion. Contractor will reimburse County \$500 for each performed security clearance which results in a non approval for access.

D. Type I Contract Language

Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

Contractor shall maintain financial records adequate to show that County funds paid, or received, under this Agreement were used for purposes consistent with the terms of the Agreement.

These records shall be maintained during the term of this Agreement and for a period of three (3) years from termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer.

E. Right To Conduct Business

Contractor shall obtain all necessary certificates, licenses and permits required by City, County, State, and Federal law in order to perform the services described in this Agreement. Copies of all such documents shall be presented to County upon demand.

F. Assignment

Contractor shall not assign this Agreement, either in whole or in part, without the prior written consent of the contact person noted in this Agreement. Any assignment without consent shall be null and void. This provision shall not prohibit Contractor from entering into separate Agreements with independent providers for limited individual services as long as such agreements shall not have the effect of accomplishing an assignment otherwise prohibited herein. Any assignment for which the contact person has given written consent shall be subject to all of the terms and conditions of this Agreement.

G. Independent Contractor Status

This is an Agreement by and between independent contractors and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the County and Contractor. No party associated with or

employed by Contractor shall have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, unemployment benefits, or employee benefits of any kind.

H. Regulatory & Legal Compliance

Contractor agrees that Stanislaus County and/or the Stanislaus County Sheriff's Department may suspend, and/or terminate this contract immediately if it is found to be in violation of any state or regulatory ruling which adversely affects the use of the signboards. This includes, but is not limited to a change in ruling by the Department of Insurance, or the California State Legislature; and upon said termination, the County agrees to return any advanced and unused portion of the advertising revenues they may be holding.

I. Waiver

The failure of County to insist upon the strict performance of any of the terms, covenants and conditions of this Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of its right to require strict performance of all of the terms, covenants and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants and conditions.

J. Notices

Any notice required to be given by either party, or which either party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows:

To County: Stanislaus County Sheriff's Department
Attn: Adult Detention Division Captain
250 Hackett Road
Modesto, CA 95358

To Contractor: Partners For A Safer America
Attn: Patricia A. Brothers-Garske, Executive Director
8810 W. River Beach Lane
Boise, ID 83714

V. Entire Agreement

This Agreement, along with any exhibits and attachments, constitutes the entire Agreement by and between the parties relative to Contractor's service boards being installed and maintained on the premises. Any prior or contemporaneous oral or written agreements by and between the parties or their agents or representatives relative to this matter are hereby revoked and extinguished by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

County

Contractor



Adam Christianson, Sheriff-Coroner
Stanislaus County Sheriff's Department

Date: 7/2/09

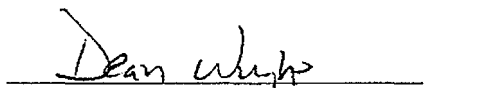


Patricia A. Brothers-Garske, Executive Director
Partners For A Safer America

Date: 6/17/09

Approved as to form:

John P. Doering
Stanislaus County Counsel


Dean Wright, Deputy County Counsel

