

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: Sheriff's Department

BOARD AGENDA # \*B-7

Urgent

Routine

AGENDA DATE July 13, 2010

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

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

STAFF RECOMMENDATIONS:

1. Authorize the Sheriff to enter into and sign an Agreement with Turlock Irrigation District to provide security patrol services.
2. Authorize the Chairman of the Board to sign the Agreement with Turlock Irrigation District for the Sheriff's Department to provide security patrol service.

FISCAL IMPACT:

This agreement will reimburse the Sheriff's Department to provide uniformed security patrol service with the Turlock Irrigation District. The estimated annual cost for a full-time Deputy Sheriff is approximately \$111,410. The agreement allows for reimbursement of \$0.74 per mile for vehicle use and for cell phone usage not to exceed \$100.00 per month; cost for these expenses are currently averaging \$1,349 and \$21 per month respectively. Funding for these services will be paid for by Turlock Irrigation District on a monthly basis. The 2010-2011 Adopted Proposed Budget includes appropriations and revenue for this agreement and there is no additional cost to the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2010-456

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

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

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 for the Sheriff to Enter into and Sign an Agreement with Turlock Irrigation District to Provide Security Patrol Services

**DISCUSSION:**

Turlock Irrigation District is interested in continuing to contract with the Sheriff's Department for security services to patrol District canals and other property within Stanislaus County. The Stanislaus County Sheriff's Department has Deputy Sheriffs that are specially trained, experienced and competent to perform these 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 a Deputy Sheriff position to provide security patrol services in accordance with the terms and conditions of the agreement. The Deputy Sheriff 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 June 30, 2010 through June 30, 2011 with an option to extend for two additional one year periods. There is an existing contractual service with Turlock Irrigation District which began January 1, 2010 and ended June 30, 2010. If the parties desire to continue this position as set forth, it may be renewed on a yearly basis starting in July 2011 as agreed upon jointly by the parties at any time. If this contract is renewed, the estimated annual cost will be adjusted each July. 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:**

Approval, of this agreement supports the Board of Supervisors' priorities of A Safe Community, Effective Partnerships and Efficient Delivery of Public Services.

**STAFFING IMPACT:**

The agreement provides funding for a full-time Deputy Sheriff position to carry out the duties specified in the agreement for services.

**CONTACT:**

Adam Christianson, Sheriff-Coroner, telephone: (209) 525-7015.

**AGREEMENT FOR SPECIAL SERVICES**

**BOARD OF SUPERVISORS**

**Between**

**STANISLAUS COUNTY**

**And**

**TURLOCK IRRIGATION DISTRICT**

2010 JUL 26 A 10:33

**CONTRACT NO. 2010-44**

**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, public safety and law enforcement patrol services through the use of one full-time Reserve Deputy Sheriff 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. Provide 30 days in advance an anticipated schedule of patrol times and dates
- C. Document daily activity including the contacts, incidents, arrests, and safety concerns and submit daily activity reports
- D. Testify in court cases as a result of actions taken while patrolling District properties and document outcome or disposition of court cases related to work performed as part of agreement.

**2. TERM**

The term of this Agreement shall commence on the 30th day of June, 2010 and continue until the 30th day of June, 2011, with an option to extend for two (2) additional one (1) year extensions (June 30, 2011 to June 30, 2012; and, June 30, 2012 to June 30, 2013), unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CAUSE" or "TERMINATION AT WILL", as set forth elsewhere in this Agreement. If the parties desire to continue this agreement as set forth beyond the option dates, it may be renewed on a yearly basis as agreed upon jointly by the parties at any time.

**3. COMPENSATION**

In consideration of County performing such work as set forth in Section entitled, "SCOPE OF SERVICES", District agrees to pay County actual costs estimated at Sixty-seven thousand one hundred ninety-eight dollars (\$67,198) annually (\$32.31 hourly) for a Reserve Deputy Sheriff and One hundred eleven thousand four hundred ten dollars (\$111,410) annually (\$53.56 hourly) for a Deputy Sheriff-Coroner to cover salary and benefits of said deputy for performance of such work, plus seventy-four cents (\$0.74) 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. The estimated annual salary and benefits plus mileage and cell phone will be adjusted each year the contract is renewed.

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 monthly 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 based on actual costs annually. Invoices will be billed around the 10<sup>th</sup> of each month for the previous month.

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 of 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.

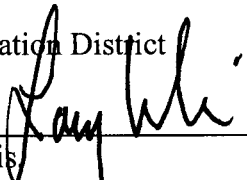
Agreement Between Stanislaus County and Turlock Irrigation District, June 30, 2010 to June 30, 2011

County of Stanislaus

By   
Jeff Grover  
Chairman, Board of Supervisors

JUL 13 2010  
Dated

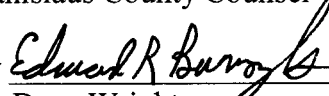
Turlock Irrigation District

By   
Larry Weis  
General Manager

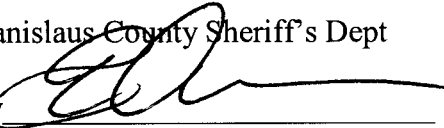
6/16/10  
Dated

APPROVED AS TO LEGAL FORM

Stanislaus County Counsel


By   
~~Dean Wright~~  
Edward R. Buttrich  
Assistant County Counsel

Stanislaus County Sheriff's Dept

By   
Adam Christianson  
Sheriff-Coroner

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**ATTEST:**  
CHRISTINE FERRARO TALLMAN  
Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California

By:   
Deputy Clerk

RESOLUTION NO. 2010-44

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

WHEREAS, the Turlock Irrigation District (District) desires to continue an agreement 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 Alamo, seconded by Director Fernandes, that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes: Directors Fernandes, Alamo, Macedo  
Noes: Directors Frantz, Santos  
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 15th day of June, 2010.



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