

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

DEPT: Sheriff

BOARD AGENDA # \*B-7

Urgent  Routine

AGENDA DATE February 26, 2013

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of the Revised Cooperative Agreement between the Stanislaus County Sheriff's Department and Modesto City Schools to Provide Vocational Rehabilitation Opportunities to Incarcerated Inmates and Work Release Participants

STAFF RECOMMENDATIONS:

1. Approve the revised Cooperative Agreement between the Stanislaus County Sheriff's Department and Modesto City Schools to provide vocational rehabilitation opportunities to incarcerated inmates and work release participants.
2. Authorize the Sheriff, or his designee, to sign the revised cooperative agreement with Modesto City Schools.

FISCAL IMPACT:

The Sheriff's Department agrees to provide Worker's Compensation benefits to participants. The exact projected physical impact of annual coverage claims will vary. According to Risk Management records, there have only been two (2) worker's compensation claims for the welding program in over 10 years, the total cost of these claims was \$1,922.20. The worker's compensation costs are traditionally covered from existing appropriations in the Sheriff's Detention budget. There will be no additional cost to the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2013-81

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

and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

  
CHRISTINE FERRARO TALLMAN, Clerk

ATTEST: BY: Deputy

File No.

Approval of the Revised Cooperative Agreement between the Stanislaus County Sheriff's Department and Modesto City Schools to Provide Vocational Rehabilitation Opportunities to Incarcerated Inmates and Work Release Participants  
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**DISCUSSION:**

The Board of Supervisors approved the last Cooperative Agreement between the Sheriff's Department and Modesto City Schools on May 2, 2000. Since that time, the Sheriff has continued working in partnership with Modesto City Schools to provide welding training/instruction and practical application to in-custody inmates and work release participants. Participants are taught metal inert gas (MIG) & tungsten inert gas (TIG) welding techniques. The classes are limited in size to 10 – 15 participants at a time. Only inmates with proven good behavior are eligible to participate. The participants must complete 500 hours and pass 32 tests for eligibility to receive a certificate from Modesto City Schools. This instruction has provided an opportunity for participants to learn a marketable skill, and many past participants have used this experience as a stepping-stone to a future career in welding.

Revisions and updates to the Agreement are in order at this time and the purpose of this item is to approve the revised agreement and authorize the Sheriff to sign. Some of the significant changes are:

- 1) Section 2.1 - the deletion of utilities and storage as being provided by the County (this is now reflected in Exhibit A Statement of Work);
- 2) Section 3.5.1 - revision of the automatic termination of the agreement for "Less than eight students participating" to "Lack of participants"; and
- 3) Section 8 -the addition of seven sub-sections (8.1 to 8.6) to clarify the insurance requirements between the County and the Contractor.

In addition, the Statement of Work which is attached as Exhibit A, has been updated to reflect how the program has changed over the past twelve years.

The welding program not only has provided vocational training to the participants, but many of the projects that were completed directly benefited several County departments, neighboring agencies, schools and the community.

Some of the completed projects are as follows:

- Built a security cages for Statewide Transportation vehicles
- Built a gate in the sally port at Public Safety Center (PSC)
- Built the rack for the clothing container at the PSC
- Built the security enclosures for the PSC transportation bus
- Refurbished beds for the Honor Farm
- Fabricated fencing for the Sheriff's Equestrian Center
- Repaired the push bumper for Fleet Services
- Repaired the lift table for the laundry area
- Repaired the big stainless steel sinks for the kitchen
- Built a security door for the laundry area

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Completed projects (continued):

- Welded locks on the Security Waist chains for the PSC, Honor Farm and Men's Jail
- Built 23 security TV stands for the inmate living units at the PSC
- Built cabinets for the interior of the SWAT vehicle
- Built a door ram for SWAT
- Built a table and shelves for the interior of the Bomb Squad Truck
- Built dog obstacles for the Sheriff's K-9 unit and for two other agencies
- Built exhaust fans for a laundry container
- Built gates, panels and feeders for several local high schools' FFA Hog farms
- Built panels for the Modesto Police Department shooting range
- Built and repaired targets for the shooting range.
- Currently building saddle racks for the Sheriff's Posse Unit
- Built and installed a fence around the flower bed at the county court house
- Worked on equipment for the Inmate Landscape Program
- Built the dividers for the containers at the program's area
- Built all of the welding stations at the welding slab
- Repaired the card reader for the Sheriff's Operations Center north parking lot

Despite numerous changes to the operation of this long-running vocational program, it has managed to survive budget cuts and changes in leadership. With the current demographic changes to our inmate program population, which has been particularly impacted by the introduction of AB109 Public Safety Realignment, we envision considerable program expansion and see a strong partnership with Modesto City Schools as a great resource to continue a high standard of vocational training.

**POLICY ISSUE:**

Approval of the revised cooperative agreement is consistent with the Board's priorities of A Safe Community and Effective Partnerships.

**STAFFING IMPACT:**

There is no staffing impact to the Sheriff's Department.

Currently, Modesto City Schools provides a Welding Instructor who is assigned and reports daily to the Welding Site. He supervises the participants and a Landscape Custodial Deputy is assigned nearby and can assist if needed.

**CONTACT PERSON:**

Lieutenant Jim Jacobs 209-491-8713

## **AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES**

This Agreement made and entered into this 4<sup>th</sup> DAY OF DECEMBER, 2012, by and between the County of Stanislaus (hereinafter referred to as "County") located at 1010 10th Street, Modesto, California 95354, and Modesto City Schools, School-to-Career Department (hereinafter referred to as "Contractor"), located at 1017 Reno Avenue, Suite B, Modesto, California 95351.

### **INTRODUCTION**

WHEREAS, the County has the need for services involving an Ag welding training course for Stanislaus County inmates and Jail Alternatives participants, and Contractor has agreed to provide this service;

WHEREAS, The Contractor is specifically trained, experienced and competent to perform such service;

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

### **TERMS AND CONDITIONS**

#### **1. SCOPE OF WORK:**

1.1 The Contractor shall furnish to the County those services, materials and equipment set forth in Exhibit A, attached hereto, and by this reference incorporated herein, execution of this Agreement or receipt of the County's written authorization to proceed.

1.2 Services, materials and equipment provided by the Contractor at the County's request under this Agreement will be performed in a timely manner, consistent with the requirements and standards established by applicable federal, state and county laws, ordinances, regulations and resolutions.

#### **2. CONSIDERATION:**

2.1 County shall provide students, location, and selected materials and equipment as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement.

#### **3. TERM:**

3.1 The term of this Agreement shall be from the date of approval of this Agreement until

completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.

3.3 Should County fail to provide Contractor all or any part of the provisions set forth in Exhibit A of this Agreement in a timely manner, Contractor, at Contractor's option, may terminate this Agreement if the County does not remedy the failure within thirty (30) days from the date of notification.

3.4 Either party may terminate this agreement at any time without cause by giving thirty (30) days prior written notice to the other party. Upon termination of the agreement, County shall return all equipment and unused materials to Contractor within thirty (30) days following date agreement is terminated.

3.5 This Agreement shall terminate automatically on the occurrence of any of the following events:

3.5.1 Lack of participants,

3.5.2 Lack of security for program or

3.5.3 Completion of welding project

#### 4. WORK SCHEDULE:

Contractor's obligation is to perform in a timely manner those services and work as identified in Exhibit A. It is understood by Contractor that the performance of these services and work will require a regular schedule with the hours and times for completion of said services to be set by Contractor.

#### 5. REQUIRED LICENSES, CERTIFICATES AND PERMITS:

Any permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by County and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, County must maintain such permits in full force and effect. Permits may include, but are not limited to, building permits and business licenses. Such permits will be procured and maintained in force by County at no expense to the Contractor.

#### 6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.:

Unless otherwise provided in Exhibit A, County shall provide such classroom space,

as is necessary, for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining supplies and equipment. Such items are the sole responsibility and obligation of Contractor.

7. WORKERS' COMPENSATION:

Contractor shall provide Workers' Compensation insurance coverage in the legally required amount for all Contractors' employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code and warrants that Contractor has complied, and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of the Agreement will provide County with evidence of the required Workers' Compensation insurance coverage.

8. INSURANCE:

If Contractor utilizes a motor vehicle in performing any of the work or services identified in Exhibit A, Contractor shall procure and maintain in force throughout the duration of this Agreement a business auto liability insurance policy with minimum coverage levels of \$100,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.

8.1. The terms of this Agreement shall commence on December 04, 2012, and shall continue thereafter until terminated by County or Schools, either party may terminate this Agreement by giving the other at least thirty (30) days notice in writing.

8.2. During the term of this Agreement, Contractor shall, at Contractor's expense, maintain in full force a policy or policies of comprehensive liability insurance, written by one or more responsible insurance companies licensed to do business in California insuring Schools and County against liability for injury to persons and property and for death of any person or persons occurring in or about the County premises.

8.3. Each policy shall be subject to approval by County as to form and as to insurance company. The liability under such insurance shall not be less than \$100,000.00 for any one person injured or killed, not less than \$100,000.00 for any one accident, not less than \$50,000.00 for property damage, all with an umbrella-type combined single limit thereover of not less than \$100,000.00.

8.4. Contractor shall provide County with copies or certificates of all such policies, including in each instance, an endorsement providing that such insurance shall not be cancelled except after twenty (20) days notice to County.

8.5. In any action or proceedings by either party to enforce this Agreement or any other provisions thereof, the prevailing party shall be entitled to all costs incurred and to reasonable attorney's fees.

8.6. Both County and Contractor agrees to Exhibit A set forth as statement of work included in this Agreement between the parties and may not be modified orally or in any other manner than to be an Agreement in writing signed by both parties to this Agreement or their respective successors in interest.

9. STATUS OF CONTRACTOR:

9.1 All acts of Contractor, its agents, officers, employees, and all other actions on behalf of Contractor relating to the performance of this Agreement shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority or responsibility to exercise any rights or powers vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. Both Contractor and County understand that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.

9.2 Contractor, its agents, officers and employees are and at all times during the term of this Agreement shall represent and conduct themselves as independent contractors and not as employees of County.

9.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.4 If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. The Contractor shall determine all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other term of employment or requirements of law.

9.5 It is understood and agreed that as an independent Contractor and not an employee of County, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a County employee, right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

9.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law, for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

9.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party and an employer-employee relationship exists by reason of this Agreement.

#### 10. DEFENSE AND INDEMNIFICATION:

10.1 Contractor, its agents, officers and employees shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the performance of this Agreement by Contractor or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable.

10.2 Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

10.3 To the extent permitted by law, County shall defend, indemnify and hold harmless Contractor, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs including litigation costs and attorney's fees arising out of or resulting from the active negligence or wrongful acts of County, its officers or employees.

#### 11. RECORDS AND AUDIT:

11.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographing, and every other means or recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.



11.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION:

During the performance of this Agreement, Contractor, its agents, officers and employees shall not lawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment, or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, or gender. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (PL 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said Act. Contractor further agrees to abide by the County's nondiscrimination policy.

13. ASSIGNMENT:

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor, the Contractor's firm, associates, and employees of said Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under the Agreement without the prior written consent.

14. WAIVER OF DEFAULT:

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. CONFLICTS:

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of work and services under this Agreement.

16. SEVERABILITY:

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. AMENDMENT:

This Agreement may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. NOTICE:

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

CONTRACTOR: Mike Henderson  
Modesto City Schools Director of Alternative and Vocational Education  
1017 Reno Ave, Suite B Modesto, CA 95351

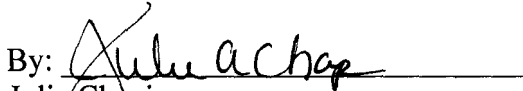
COUNTY: Gregg Clifton  
Public Safety Center Facility Commander  
200 East Hackett Rd., Modesto, CA 95358

19. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties and no representations, inducements, promises or agreements otherwise between the parties not embodied herein or incorporated herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged or terminated unless the same is in writing executed by the parties hereto.

EXECUTED ON THIS 4<sup>th</sup> DAY OF DECEMBER, 2012.  
COUNTY OF STANISLAUS  
CONTRACTOR

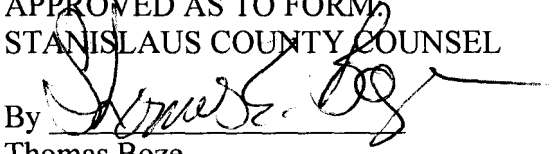
By:   
Adam Christianson  
Stanislaus Sheriff-Coroner

By:   
Julie Chapin  
Associate Superintendent, Chief Business Officer

Date: 2/25/13

Date: 1/14/13

APPROVED AS TO FORM  
STANISLAUS COUNTY COUNSEL

By:   
Thomas Boze  
Deputy County Counsel Stanislaus County

Date: \_\_\_\_\_

# Exhibit A

## Statement of Work

### I. Purpose

- Provide training and rehabilitation to inmates incarcerated at the Stanislaus County Detention Facilities and program participants assigned to the Jail Alternatives Program.
- Educate in-custody inmates and Jail Alternatives Program participants regarding welding principles and applications.

### II. Objective

- Certify inmates/participants in the vocational Agricultural Welding Field, in an effort to provide them with job placement skills and assistance.

### III. Statement of Agreement

#### Stanislaus County Sheriff's Department agrees:

- To provide the requested number of inmates/participant to fill programs spaces, as dictated by the Modesto City Schools instructor.
- To provide a secure location for the Agricultural Welding Program.
- To provide Worker's Compensation coverage to Welding Participants.

#### Modesto City School's School-to-Career Education Program agrees:

- To provide a qualified welding instructor.
- To provide welding equipment for the program.
- To help with job placement assistance upon completion of the Welding Program.

Currently, the Sheriff's Department supplies storage and utility costs but future costs of these functions may need to be negotiated between both parties.

Responsibility for equipment and material costs are to be determined by the specific projects to be completed and also based on program participant's custody status.