

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

DEPT: Environmental Resources

BOARD AGENDA #: *B-3

AGENDA DATE: May 3, 2016

SUBJECT:

Approval to Enter into and Sign a Memorandum of Understanding Between the City of Modesto and Stanislaus County for the Abatement of Graffiti in the Unincorporated Areas of the County that are within Close Proximity to the City's Boundaries

BOARD ACTION AS FOLLOWS:

No. 2016-228

On motion of Supervisor Withrow, Seconded by Supervisor DeMartini
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended


2) Denied

3) Approved as amended

4) X Other:

MOTION: This item was removed from the agenda.

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No. C-6-K-8

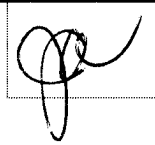
**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Environmental Resources
Urgent Routine

BOARD AGENDA #: *B-3

AGENDA DATE: May 3, 2016

CEO CONCURRENCE: *phx*



4/5 Vote Required: Yes No

SUBJECT:

Approval to Enter into and Sign a Memorandum of Understanding Between the City of Modesto and Stanislaus County for the Abatement of Graffiti in the Unincorporated Areas of the County that are within Close Proximity to the City's Boundaries

STAFF RECOMMENDATIONS:

1. Approve the Memorandum of Understanding with the City of Modesto for the abatement of graffiti in unincorporated areas of the County that are within close proximity to the City's boundaries.
2. Authorize the Director of the Department of Environmental Resources, or designee, to sign the Memorandum of Understanding with the City of Modesto for the abatement of graffiti in unincorporated areas.

DISCUSSION:

There are areas within Stanislaus County which are near the border of the City of Modesto that are susceptible to tagging and graffiti. These areas are highly visible from the highway and consequently affect the public image of both the City and County. The City has increased its focus to abate tagging and is already abating tagging near the City-County boundaries. In order to abate tagging and graffiti in a timely manner, the City of Modesto has requested approval from the County to perform tagging and graffiti abatement in those unincorporated areas that are close in proximity to the City's boundaries.

Abatement of tagging and graffiti within Stanislaus County is performed by the Department of Environmental Resources. This Memorandum of Understanding (MOU) allows the City of Modesto to abate tagging and graffiti in the unincorporated area with the permission of the County but at the City's discretion.

The City of Modesto and Stanislaus County each have vested interests in working collaboratively to effectively abate tagging and graffiti. This MOU benefits both the City and County to allow the City to work with County property owners in abating tagging and graffiti in the unincorporated areas that are adjacent to the City's boundaries.

The Department of Environmental Resources has worked closely with the City of Modesto's Building Department and Neighborhood Preservation Unit, as well as County Counsel, to develop and draft an MOU that is mutually agreeable and satisfies all of its objectives.

Approval to Enter into and Sign a Memorandum of Understanding Between the City of Modesto and Stanislaus County for the Abatement of Graffiti in the Unincorporated Areas of the County that are within Close Proximity to the City's Boundaries

The Department of Environmental Resources recommends that the Board of Supervisors approve this MOU and authorize the Director of the Department to formalize this relationship as part of our ongoing partnership with the City of Modesto.

This agreement is anticipated to go into effect approximately July 1, 2016, when ratified by the City of Modesto. This agreement will be effective until either party unilaterally chooses to discontinue their participation.

POLICY ISSUE:

The Board of Supervisors must approve all agreements with other governmental agencies. According to Stanislaus County Code §1.26.040, only peace officers from other jurisdictions may enforce County Code §10.40.060 while in unincorporated areas of the County. This MOU allows any employee of and authorized by the City of Modesto to perform graffiti abatement under County Code §10.40.060.

FISCAL IMPACT:

The City of Modesto will provide all funding and personnel to abate tagging and graffiti in the unincorporated areas of the County which border the City.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of A Safe Community, A Healthy Community, Effective Partnerships, and Efficient Delivery of Public Services. Entering this agreement with the City of Modesto also supports the Department of Environmental Resources' mission to promote a safe and healthy environment and improve the quality of life in the community.

STAFFING IMPACT:

City of Modesto will provide personnel to abate tagging and graffiti activities within the City-County border areas.

CONTACT PERSON:

Jami Aggers, Director of Environmental Resources

Telephone: 209-525-6770

ATTACHMENT(S):

A. Memorandum of Understanding with the City of Modesto

ATTACHMENT A



Memorandum of Understanding

This Memorandum of Understanding (“MOU”) outlines the basic terms under which the City of Modesto (“City”), and the County of Stanislaus (“County”) (the “Partners”) have come together to collaborate in abatement of “tagging” and/or “graffiti.”

The Partners desire to enter into this MOU in order to effectively and efficiently abate tagging and/or graffiti in County areas. These County areas are defined as follows: “unincorporated areas in which the City may from time to time be interested in performing graffiti abatement.” This MOU allows both Partners to abate tagging and/or graffiti in County areas, with the Partners having the understanding that the City will give priority to abating areas that are within close proximity to City boundaries. These areas are highly visible and mar the image of the City and County. The City has increased its focus on abating tagging and is already abating tagging near the City-County boundaries, thus this MOU will benefit both Partners to allow the City to work with County property owners in abating tagging and/or graffiti.

The Partners hereby agree to the following:

1. The City will:

1.1 From time to time perform tagging abatement functions in County areas similar to its operation and procedures in the City. Expansions, restrictions or refinements in the City’s tagging abatement program will be implemented similarly in the County areas; and

1.2 Work with County property owners to abate tagging and/or graffiti visible in the County areas that abut City boundaries; and

1.3 Seek permission from County property-owners in the areas described in (2) with an agreed upon form by both the Partners; and

1.4 Provide all funding and/or personnel to abate tagging and/or graffiti in areas described in (2); and

1.5 Abate tagging and/or graffiti with one of four colors:

- a. Sound Wall Beige
- b. Graffiti Grey
- c. Kodiak Brown
- d. Tumbleweed; and

1.6 The City will not proceed with tagging and/or graffiti abatement County property owners that are unwilling to cooperate with City staff; however, the City will refer these property owners to the County for appropriate actions.

2. Mutual Indemnification. The City shall indemnify, defend and hold harmless County, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorneys’ fees, arising out of or resulting from the performance of this MOU, caused by any willful misconduct or negligent acts or omissions of City, its officers, agents, employees, or anyone directly or indirectly acting on behalf of City.

The County shall indemnify, defend and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions,

including payment of reasonable attorneys' fees, arising out of or resulting from the performance of this MOU, caused by any willful misconduct or negligent acts or omissions of County, its officers, agents, employees, or anyone directly or indirectly acting on behalf of County. The County shall also indemnify, defend and hold harmless the City, its officers, agents, employees, and representatives with respect to any claim or action challenging the validity of any provision of the County's Code or ordinance.

3. Contract Administration. This MOU shall be administered by the City's Community and Economic Development Department's Neighborhood Preservation Unit. All notices relating to this MOU shall be sent to Will Crew at 1010 10th Street #3100, Modesto, CA 95354, and Jami Aggers, Director of the Stanislaus County Department of Environmental Resources, 3800 Cornucopia Way, Suite C, Modesto, CA 95358-9494.

4. Modification. Any modification of this MOU shall be done in writing and signed by both Partners.

5. Effective Date. This MOU is effective on July 1, 2016 and shall remain in effect indefinitely until either of the partners terminates this MOU in writing.

6. Termination. Either of the Partners may terminate this MOU upon ten (10) days' written notice.

COUNTY OF STANISLAUS

CITY OF MODESTO

By: _____
Jami Aggers, Director
Department of Environmental Resources

By: _____
James N. Holgersson
City Manager

"County"

"City"

APPROVED AS TO FORM:
JOHN P. DOERING
COUNTY COUNSEL

ATTEST:
Stephanie Lopez
CITY CLERK

By:  _____
Amanda DeHart
Deputy County Counsel

By: _____
Stephanie Lopez
City Clerk

APPROVED AS TO FORM:
Adam U. Lindgren
CITY ATTORNEY

By: _____
Adam Lindgren
City Attorney