



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Authorize the City Manager to Execute Renewal and Amendment to Service Agreement Contract with the San Joaquin County Sheriffs Office for Community Corps for the period April 1, 2011 - June 30, 2012

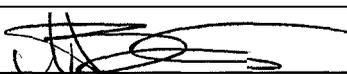
MEETING DATE: February 16, 2011

PREPARED BY: Park Superintendent

RECOMMENDED ACTION: Authorize the City Manager to execute Renewal and Amendment to Service Agreement contract with the San Joaquin County Sheriffs Office for Community Corps for the period April 1, 2011 - June 30, 2012.

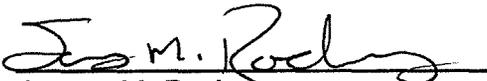
BACKGROUND INFORMATION: Community Corps is a work program offered through the San Joaquin County Sheriffs Department for County Jail inmates. Community Corps participants are scheduled through a central office of the Sheriffs Department. When a project is scheduled, participants are transported from the County facility directly to the work site. An Inmate Work Site Supervisor drives the bus to and from the County facility and provides work site supervision. It is the Inmate Work Site Supervisor's responsibility to supervise, direct and enforce program rules. The City does not provide transportation or supervision of Community Corps work program participants. This is a distinct program separate from Community Service and the Alternative Work Program. Staff anticipates a flat fee of \$350 per day for a Community Corps crew, including the supervision and transportation. The City is not responsible for providing workers compensation insurance for the Community Corps participants or the Inmate Work Site Supervisor.

FISCAL IMPACT: The Parks Division will use Community Corps crews a maximum of four times this fiscal year. Specific projects have been identified at Lodi Lake Park, Pixley Park, and the Grape Bowl. These projects are anticipated to cost \$5,000 this fiscal year. Using Community Corps allows the City to perform work that otherwise would not be done because of budget limitations.

APPROVED: 
Konradt Bartlam, City Manager

FUNDING AVAILABLE: Due to constraints on the Parks Division maintenance/operations budget, Community Corps participants will be utilized for three multi-day projects. Their cost is included in budget account numbers 107521, 107522, and 107523.


Jordan Ayers, Deputy City Manager


James M. Rodems
Interim Parks and Recreation Director

cc: City Attorney

San Joaquin County Sheriff Department - Community Corps Service Agreement with City of Lodi Parks & Recreation

This Agreement is made and entered into on April 1, 2011, by and between the San Joaquin County Sheriff's Department Community Corps (hereinafter known as SHERIFF) and the City of Lodi Parks & Recreation (hereinafter known as CUSTOMER).

Whereas, the SHERIFF provides general labor by inmates and also provides for their supervision in performing various tasks in and about the CUSTOMER property; and

Whereas, the CUSTOMER can provide work opportunities for inmates and is desirous of obtaining the benefits of such labor and supervision;

Now, therefore, it is agreed as follows:

1. The term of this Agreement shall begin on the date indicated above and be in effect for twelve (12) months from that date. After initial contract term, upon written mutual agreement, this contract may be extended annually. Either party may terminate this Agreement after giving thirty (30) days written notice to the other.
2. The SHERIFF shall provide inmate laborers under the SHERIFF's supervision to perform the work as outlined in "Attachment A, Job Duties to be Performed by Inmate Labor Work Crews" in and about the grounds of the CUSTOMER. The SHERIFF shall be responsible for all aspects of transportation, safety and supervision of inmates when so engaged.
3. The CUSTOMER shall pay the SHERIFF the appropriate sum as adopted and established by the Board of Supervisors, in the Community Corps Program (CCP) fee schedule. The current fee schedule is attached and incorporated with this agreement. Services performed under this Agreement shall not exceed \$100,000 per year.
4. The CUSTOMER shall pay all associated disposal fees for work performed under this Agreement.
5. Each party agrees that it shall hold the other free and harmless from any and all liability for damage or claims for damage for personal injury or property damage occasioned by their respective performance of this Agreement, save and except for the sole negligence of each.
6. The CUSTOMER retains the right to direct the locations of work to be accomplished so long as the SHERIFF deems it safe for both the public and the inmates.

7. The SHERIFF agrees that all inmate workers and supervisors are and will remain members of the SHERIFF's workforce and will be covered under the SHERIFF's insurance programs, including worker's compensation coverage.
8. The SHERIFF will bill the CUSTOMER on a monthly basis in accordance to work performed under this Agreement. Invoices shall be submitted by the SHERIFF to:

Steve Dutra
City of Lodi Parks & Recreation
125 N. Stockton Street
209-333-6742
209-333-6153

9. This document and referenced attachments constitute the entire Agreement between the parties and may be amended by written consent by both parties.

Approved for SHERIFF by:

Approved for CUSTOMER by:

DINA JOSE
Honor Farm Lieutenant
7000 Michael N. Canlis Blvd.
French Camp, CA 95231-9781
209-468-4573

KONRADT BARTLAM, City Manager
City of Lodi
221 W. Pine Street
Lodi, CA 95240
209-333-6700

Date

Date

Approved as to Legal Form:
DAVID E. WOOTEN
San Joaquin County Counsel

ATTEST:

RANDI JOHL
City Clerk

By: _____
MATTHEW DACEY
Deputy County Counsel

APPROVE AS TO FORM:

D. STEPHEN SCHWABAUER
City Attorney



**SAN JOAQUIN COUNTY
SHERIFF-COMMUNITY CORPS
FEE SCHEDULE**

CREW ONLY	\$350 PER DAY	\$225 HALF DAY (3 Hours)
CREW & VEHICLE	\$450 PER DAY	\$300 HALF DAY (3 Hours)
CREW & VEHICLE TOOLS	\$550 PER DAY	\$375 HALF DAY (3 Hours)

Crew size and vehicle type will be determined on a case by case basis. Factors used to determine crew size and vehicle type are the location of the job, potential safety and security issues and the type of inmates available for deployment on the job. (AWP inmates or In custody inmates)