

Sheriff's Alternative Custody Supervision Program Agreement
Between
The Butte County Sheriff's Office and the City of Chico
9/9/2016 – 9/8/2017

WHEREAS, the County of Butte (hereinafter referred to as "Sheriff/County") permits its Sheriff's Alternative Custody Supervision Program (hereinafter referred to as "ACS") to assign and supervise Sheriff/County approved "ACS" inmates to various public service activities in and for the City of Chico (hereinafter referred to as "City"); and,

WHEREAS, the City has expressed a desire to utilize ACS inmates in such public service activities as offered by ACS,

IT IS THEREFORE AGREED by the parties hereto as follows:

1. All ACS inmate placements in Chico sponsored events shall be made under the terms of this agreement. Sheriff/County shall provide transportation, supervision and equipment. City provides all supplies and disposal of trash and landscape waste.
2. Sheriff/County shall pre-screen prospective inmate participants for suitability for placement prior to assignment to any "ACS" work detail. ACS inmates will be supervised and directed by an armed member of Sheriff/County when engaged in public service activities.
3. Inmates assigned under this agreement shall not be compensated by City or County and shall not be considered employees of either with regards to wage and tax laws.
4. ACS Inmates assigned under this agreement may be utilized for or assigned the following duties:
 - a. **Cleaning:** Restroom facilities at Caper Acres, Cedar Grove, Five Mile, North One Mile, and South One Mile. City Plaza restroom will be cleaned at the request of the City. See paragraph 6 for compensation rates.
 - b. **Landscape maintenance:** To include leaf and litter pick up, mowing, raking, hauling, pruning, weeding, and other associated landscaping activities.
 - c. **Painting:** To include painting prep and cleanup.
 - d. **Other activities:** Mutually agreed upon by Sheriff/County and City related to general upkeep of specified City property, structures or equipment.
5. The work described in paragraph 4a will be completed Monday through Thursday, excluding Holidays.
6. Compensation Rates: Caper Acres, Cedar Grove, Five Mile, One Mile North, South One Mile restrooms will be cleaned at the rate of \$100 per day; City Plaza restroom will be cleaned at the rate of \$30 per day.
7. County shall invoice City monthly. City will reimburse County within 30-days upon receiving County invoice.
8. Term of Agreement is Sept. 9, 2016 through Sept. 8, 2017. Either party may terminate this agreement by delivering written notice of termination to the other party.

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10. **Hold Harmless.** Upon the SHERIFF/COUNTY'S performance of services by any of its personnel, employees, agents, contractors, volunteers and/or inmate work crews for the purposes specified above and herein, City shall defend, indemnify, and hold harmless the SHERIFF/COUNTY from any and all actual or all claims, demands, causes of action, liability, loss, damage whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any activity or operation the SHERIFF/COUNTY, its personnel, employees, agents, contractors, volunteers and/or inmate work crews undertake at the direction of the CITY. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to the SHERIFF/COUNTY for all legal expenses and costs incurred by it.
11. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and approved by SHERIFF/COUNTY.
12. **Entire Agreement.** This Agreement contains the entire agreement between the CITY and the SHERIFF/COUNTY related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the parties related to such matters.
13. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
14. **Applicable Law.** This Agreement shall be governed by the laws of the State of California.

City Point of Contact: Erik Gustafson, Director Public Works
901 Fir Street; P.O. Box 3420 Chico, CA. 95927
Ofc: 894-4202 Cell: 410-2709
Erik.gustafson@chicoca.gov

Sheriff/County Point of Contacts:

Program: Sgt. Bryan Foster, Butte County Sheriff's Office
SWAP Supervisor
33 County Center Drive, Oroville, CA 95965
Ofc: 538-7940
bfoster@buttecounty.net

Sgt. Robert Cooley, Butte County Sheriff's Office
SWAP Supervisor
33 County Center Drive, Oroville, CA 95965
Ofc: 538-7940 Cell: 591-7371
rcooley@buttecounty.net

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Contract/Fiscal: Susan Tiffany, Butte County Sheriff's Accounting Office
33 County Center Drive
Oroville, CA 95965
Ofc: 538-7543
stiffany@buttecounty.net

By signing below, you agree to all of the provisions and conditions listed herein.

Kory Honea, Sheriff-Coroner
County of Butte

Date

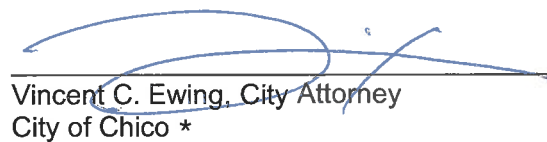
 for

Mark Orme, City Manager
City of Chico*

11/15/2016
Date

*Authorized pursuant to 2016-17 City Budget Policy G.6.c. and Council approval on 9/6/16.

Approved as to Form



Vincent C. Ewing, City Attorney
City of Chico *

11/2/16
Date

*Pursuant to the Charter of the City of Chico, Section 906(D).

Approved as to Content



Erik Gustafson, Public Works Director, Operations
City of Chico

11/4/16
Date

Reviewed as to Content



Frank Fields, Administrative Services, Director
City of Chico *

12/15/16
Date

*Reviewed by Risk Management, Human Resources, Finance and Information Services

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Program: Sgt. Bryan Foster, Butte County Sheriff's Office
SWAP Supervisor
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Ofc: 538-7940
bfoster@buttecounty.net

Sgt. Robert Cooley, Butte County Sheriff's Office
SWAP Supervisor
33 County Center Drive, Oroville, CA 95965
Ofc: 538-7940 Cell: 591-7371
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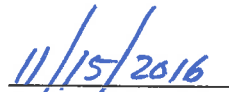
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County of Butte

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Mark Orme, City Manager
City of Chico*



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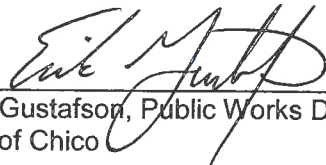
Vincent C. Ewing, City Attorney
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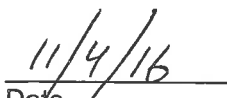
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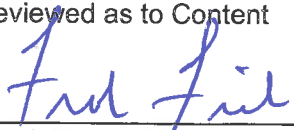


Erik Gustafson, Public Works Director, Operations
City of Chico

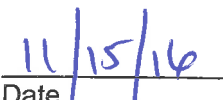


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Reviewed as to Content



Frank Fields, Administrative Services, Director
City of Chico *



Date

*Reviewed by Risk Management, Human Resources, Finance and Information Services