

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN JOAQUIN COUNTY SHERIFF DEPARTMENT
AND THE CITY OF STOCKTON FOR THE
COMMUNITY CORPS SERVICE**

This MEMORANDUM of UNDERSTANDING (hereinafter referred to "MOU") is made and entered into on _____2023, by and between the San Joaquin County Sheriff's Department Community Corps (hereinafter referred as "SHERIFF") and the City of Stockton, a municipal corporation (hereinafter referred to as "CITY").

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

WHEREAS, the San Joaquin County Jail has under its custody and control a varying number of able-bodied, minimum security, community custody status inmates who can be made available for such activities; and

WHEREAS, it is to the mutual advantage of the SHERIFF and the CITY to have these inmates performing such work;

NOW, THEREFORE, the CITY and SHERIFF agree to the following:

1.0 TERM OF MOU:

1.1 Initial Term. The initial term ("Initial Term") of this MOU shall commence on April 8, 2023, ("Effective Date") and shall expire on April 8, 2026 (3 years) and shall remain in effect until it is updated or terminated in accordance with section 8.7 or 8.8 of this MOU, respectively.

1.2 Maximum renewals. In no event shall the total term of the MOU plus any extension, extend beyond three (3) years.

2.0 COMPENSATION:

This agreement shall not exceed \$573,000 during the three (3) year term.

3.0 PROGRAM:

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 CITY. The SHERIFF shall be responsible for all aspects of transportation, safety and supervision of inmates when so engaged.

4.0 PARTIES:

This MOU is between the CITY and SHERIFF. The agencies have joined together to form the a coordinated comprehensive clean-up of the CITY.

5.0 GOALS AND OBJECTIVES:

The primary goal of the Community Corps service between the two parties is to provide work opportunities to the inmates to assist with the CITY's slough and public right-of-way clean-up efforts on an as-needed basis.

6.0 ORGANIZATION:

Representatives from each agency will meet as needed to discuss exclusive and mutual concerns relevant to the services. Strong coordination between SHERIFF and the CITY is necessary to further the goals and objectives of this MOU. Each agency has made a commitment to ensure mutual communication, understanding and cooperation.

7.0 AGENCY – DUTIES AND RESPONSIBILITIES:

7.1 THE CITY:

The CITY 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 MOU.

The CITY shall pay all associated disposal fees for work performed under this MOU.

The CITY retains the right to direct job locations so long as the SHERIFF deems it is safe for both the public and the inmates.

7.2 SHERIFF:

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.

The SHERIFF agrees that inmates receive emergency medical care, as needed.

The SHERIFF agrees to provide as needed for tasks and work to be performed, safe and serviceable protective and safety equipment except shoes, tools, materials, and supplies for inmates. The SHERIFF shall enforce inventory and control of equipment, tools, materials, and supplies, if provided, by the CITY that are not consumed in the work performed by inmates.

The SHERIFF will bill the CITY monthly in accordance to work performed under this MOU. Invoices shall be submitted by the SHERIFF to:

Stockton Police Department – Fiscal Affairs
22 E. Weber Ave., 4th Floor
209 937-8533
pdinvoices@stocktonca.gov

8.0 OTHER TERMS AND CONDITIONS:

- 8.1 Inmates and inmate labor details will not be used in any manner inconsistent with this agreement or any other law and regulation.
- 8.2 At no time during the performance of this agreement shall inmate laborers be required to perform duties involving treatment, removal, storage, or any other handling of hazardous substances including, but not limited to, toxic waste, petroleum waste, asbestos, and similar substances. All work sites must be in the geographic limits of San Joaquin County.
- 8.3 The CITY and the SHERIFF will work together to ensure and provide a safe and humane work environment for the inmates, as well as the safety of the public.
- 8.4 The CITY and the SHERIFF shall procure and maintain, at their own expense, insurance, or self-insurance to include comprehensive general liability, automobile liability insurance and Workers' Compensation as outlined in "Attachment B, Exhibit B: Insurance Requirements."
- 8.5 To the fullest extent permitted by law, the CITY shall hold harmless, defend at its own expense, and indemnify the SHERIFF, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions by the CITY or its officers, agents, or employees in rendering services under this contract; this excludes, however, such liability, claims, losses, damages, or expenses arising from the SHERIFF's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.
- 8.6 To the fullest extent permitted by law, the SHERIFF shall hold harmless, defend at its own expense, and indemnify the CITY, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions by the SHERIFF or its officers, agents, or employees in rendering services under this contract; this excludes, however, such liability, claims, losses, damages, or expenses arising from the CITY'S sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.
- 8.7 No attempted or requested modification to this MOU shall be effective until thirty (30) days after the party seeking a modification has notified the other of the desired modification, and the parties have demonstrated their mutual consent to the modification by mutually executing a written notice amending the MOU.
- 8.8 This MOU may be terminated by either party, without cause, if notice has been received by the other party at least thirty (30) days prior to the date of the termination.
- 8.9 The invalidity in whole, or in part, of any provision of this MOU shall not void or affect the validity of any other provision of this MOU, and if any clause contained herein is found to be invalid, the remaining clauses will be considered independently and separately valid.

8.10 Any and all notices required by this MOU shall be deemed given when personally served or sent by certified mail, return receipt requested, as follows:

CITY:

CITY OF STOCKTON
Attn: Chief of Police
22 East Market Street
Stockton, California 95202

SHERIFF:

SAN JOAQUIN COUNTY SHERIFF'S OFFICE
Attn: Honor Farm Lieutenant
7000 Michael N. Canlis Blvd.
French Camp, CA 95231-9781


9.0 SIGNATURES:

The undersigned affirms that he or she has the authority to execute this MOU on behalf of the agency he or she represents.

CITY OF STOCKTON:

SAN JOAQUIN COUNTY SHERIFF'S OFFICE:

HARRY BLACK
CITY MANAGER



ERIKA PLANTE
HONOR FARM LIEUTENANT
Approved as to Form

APPROVED AS TO FORM:


By _____
Deputy County Counsel

JOHN MULROY
DEPUTY CITY ATTORNEY

RICHARD SORDELLO
DEPUTY COUNTY COUNSEL

ATTEST:

ELIZA R. GARZA, CMC
CITY CLERK

ATTACHMENT A

JOB DUTIES TO BE PERFORMED BY INMATE LABOR WORK CREWS

- Remove dead or end of life cycle plants, shrubs, and trees
- Trim brush and trees
- Prepare and replant areas of plant loss
- Slope restoration and reseeding (eroded slopes)
- Ground cover removal and replanting
- Prepare and plant undeveloped right-of-way areas to establish desirable landscaping
- Manual weed control
- Mowing lawns and mulching plants
- Hand water landscape plants
- Clean culverts and restore ditches and headwalls
- Clean landscaped areas and make fire breaks
- Clean brush, weeds, remove debris, etc., from right-of-way and drainage ways
- An annual tree planting program each winter or season
- Litter removal
- Minor storm damage repair activity
- Propagate landscape materials
- Trash and litter pickup
- Other duties as approved by Sheriff's Inmate Labor Specialist

ATTACHMENT B

**Exhibit B:
Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability/Errors and Omissions** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.
5. **Crime/Fidelity Bond** - Insurance no less than **\$1,000,000** per occurrence, covering all officers and employees, for loss of proceeds caused by dishonesty.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

REV 2022-05-17

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

REV 2022-05-17

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including

REV 2022-05-17

endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main St, 3rd Floor – HR
Stockton, CA 95202



SAN JOAQUIN COUNTY

Office of the Sheriff

7000 Michael N. Canlis Blvd
French Camp, CA 95231-9781

Patrick Withrow
Sheriff-Coroner

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

CREW ONLY	\$515 PER DAY	\$322 HALF DAY (3 Hours)
CREW & VEHICLE	\$560 PER DAY	\$367 HALF DAY (3 Hours)
CREW & VEHICLE TOOLS	\$620 PER DAY	\$396 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 or security issues and the type/number of inmates available for deployment on the job.