

Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

AGENDA ITEM ____ June 2, 2015

May 7, 2015

Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

SUBJECT: FIRST CONTRACT AMENDMENT WITH SONOMA COUNTY TO PROVIDE HOUSING FOR INMATES

Dear Board Members:

RECOMMENDATION:

Approve the first contract amendment between Sonoma County and the Alameda County Sheriff's Office to provide bed space for Sonoma County inmates at the Santa Rita Jail Facility. This amendment will extend the term of the contract from 3/17/2014 to 3/31/2015 for and additional twelve months through 3/31/2016.

DISCUSSION/ SUMMARY:

On March 11, 2014, your Board approved a contract between the Alameda County Sheriff's Office and Sonoma County to accept and house inmates from Sonoma County at the Santa Rita Jail Facility. Both parties agree to renew this contract for the period April 1, 2015 through March 31, 2016 with the option to extend the agreement for an additional one (1) year term through March 31, 2017. In the event the parties to this agreement exercise the option to extend this agreement, the parties must commence negotiation for any desired rate changes or changes to the terms and conditions of this agreement a minimum of ninety (90) days prior to the expiration of this agreement. Furthermore, both parties must mutually agree to any extension(s) of this agreement, including any changes in rate or any changes to the terms and conditions of the agreement in writing, prior to renewal or extension of this agreement.

The Contractor agrees to pay the Alameda County Sheriff's Office no more than \$134.00 per day and no less than \$85.00 for each Sonoma County inmate held in custody at the Santa Rita Jail Facility.

May 7, 2015

The daily rate will be determined as follows:

Contractor's Inmates Housed

Rate per day

1 – 39

\$134.00 (for all classifications)

40 and above

\$ 85.00 (for minimum security)

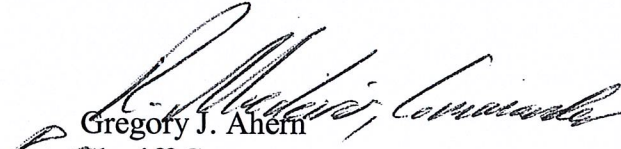
40 and above

\$134.00 (for medium/maximum security)

FINANCING:

No additional appropriation is required. The costs associated with this contract will be offset with revenue from Sonoma County. This request will not impact the net County cost in FY 2014-2015 or subsequent years.

Respectfully submitted,


Gregory J. Ahern
Sheriff-Coroner

GJA:RBB:rbb

**FIRST AMENDMENT TO THE AGREEMENT
TO PROVIDE HOUSING/BED SPACE
FOR COUNTY INMATES AT THE SANTA RITA JAIL**

This amendment ("First Amendment") is entered into by and between the County of Sonoma Sheriff's Office, a political subdivision of the State of California, hereinafter referred to as "Contractor," and Alameda County Sheriff's Office, also a political subdivision of the State of California, hereinafter referred to as "County" and collectively referred to as "the Parties".

R E C I T A L S

WHEREAS, on March 17, 2014, the Parties entered into an Agreement for Inmate Housing Services ("Original Agreement"); and

WHEREAS, County and Contractor have been mutually satisfied with the Original Agreement and wish to amend it to extend the term through and including March 31, 2016, with the option to extend the Agreement for an additional one-year term, through and including March 31, 2017, by mutual agreement of the parties; and

WHEREAS, County and Contractor wish to amend the Original Agreement to clarify certain procedures, and add additional services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree to amend the Original Agreement as follows:

A G R E E M E N T

As of the date of this First Amendment, the Original Agreement shall be deemed to be amended in the following manner:

1. Article I of the Original Agreement is hereby deleted in its entirety and replaced with the following language:

"1. Term of Agreement. The initial term shall commence with the signing of the Agreement through and including March, 31, 2016, with the option to extend the Agreement for an additional one-year term, through and including March 31, 2017, by mutual written agreement by the Parties." Such an option to extend must be exercised in writing, ninety (90) days before the expiration of the initial term."

2. Article II, Sub-Section A, General Scope of Services, of the Original Agreement shall be amended to add the following Sub-section 5:

C-2015-48

“5. Shall adopt and comply with the Prison Rape Elimination Act (PREA) standards and make information available to County, as required under 28 CFR § 115.12, to demonstrate its PREA compliance. 28 CFR §115.401 requires County to engage in a PREA audit at least once during a three-year period starting on August 20, 2013. County will make available to Contractor the auditor’s final report after completion of an audit. Until the first audit report becomes available, County shall demonstrate PREA compliance to Contractor by furnishing a copy of its PREA policy to Contractor.”

4. Article IV. COMPENSATION, Sub-Section A of the Original Agreement is hereby deleted in its entirety and replaced with the following language:

“A. Contractor agrees to pay County *no more* than **\$134.00** per day and *no less* than **\$85.00** per day for each Contractor inmate held in custody at the SRJ, in accordance with the policies and procedures established by the Alameda County Board of Supervisors or the County. Furthermore, the daily rate shall be determined as follows:

<u>Contracted Inmates Housed</u>	<u>Rate per inmate</u>
1-39	\$134.00 (for all classifications)
40 and above	\$85.00 for minimum security
40 and above	\$134.00 for medium/maximum security

The County shall have the right to determine the appropriate classification of all inmates housed in County facilities, including Contractor inmates.”

5. Article IV. COMPENSATION Sub-Section C. of the Original Agreement is hereby deleted in its entirety and replaced with the following language:

“C. County shall submit to Contractor an itemized invoice that details the number of Contractor inmates held in custody during the prior calendar month, based on the monthly average population of Contractor inmates, and the housing classification of such inmates, within thirty (30) days after the close of each month. Contractor shall pay County within forty-five (45) days of receipt of said invoice.”

6. Except to the extent the Original Agreement is specifically amended or supplemented hereby, the Original Agreement, together with exhibits, shall continue to be in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate, or otherwise affect any provision of the Original Agreement or any right of county arising thereunder.
7. The Recitals are incorporated into and form a part of this First Amendment.

PARTIES HAVE CAREFULLY READ AND REVIEWED THIS FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FIRST AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as set forth below.

ALAMEDA COUNTY

By: Scott Haggerty
Scott Haggerty, President
Alameda County Board of Supervisors

Date:

By: Gregory J. Ahern
Gregory J. Ahern, Sheriff-Coroner

Date: 3/27/15

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: L. David Nefouse
L. David Nefouse
Deputy County Counsel- Alameda County

Date: 2/17/15

COUNTY OF SONOMA

By: Steve Freitas
Steve Freitas, Sheriff-Coroner

Date: 3/17/15

APPROVED AS TO FORM:

By: Petra Repriser
Deputy County Counsel- Sonoma County

Date: 3/9/15