




COUNTY OF SAN MATEO
Inter-Departmental Correspondence

County Manager's Office

DATE: August 15, 2001

BOARD MEETING DATE: August 21, 2001

TO: Honorable Board of Supervisors
FROM: Paul Scannell, Assistant County Manager 
SUBJECT: Release on Own Recognizance Program Contract Extension

Recommendation

- 1) Adopt a Resolution authorizing the President of the Board of Supervisors to execute an amendment to the agreement with the San Mateo County Bar Association for pre-trial release services under the Release on Own Recognizance Program, extending the term of the agreement through June 30, 2002;
- 2) Approve an Appropriation Transfer Request (ATR) transferring \$147,148 from Non-Departmental General Fund Contingencies to Other Professional Contract Services in the Release on Own Recognizance budget unit (2820B).

Background

Through a contractual agreement with the County, the San Mateo County Bar Association has been providing Release on Own Recognizance (ROR) program services since 1974. Though not mandated, the ROR Program provides a pre-trial release valve for controlling the population of County in-custody facilities. This is done through inmate classification and own recognizance services and through participation in alternative sentencing programs such as the Adult Drug Court and Domestic Violence Court programs. In March of this year, the Grand Jury raised a number of issues surrounding the oversight and effectiveness of the program. At the request of the Superior Court, the ROR contract, which was originally scheduled to expire June 30, 2001, was extended by this Board through August 31, 2001 to allow sufficient time for a Court subcommittee to review and make recommendations to the Bench and the Board on organizational and programmatic changes to improve the program.

Discussion

The Court has requested that the County further extend the agreement for ROR services with the Bar Association through June 30, 2002. This extension will provide ample time for Probation, the Sheriff's Office, the Court and the County Manager's Office to prepare a feasibility study on the transfer of responsibilities, including staffing levels, job classifications, work flow and fiscal impact. One component of a transition plan would be to hire existing ROR staff to perform the same or similar functions for the County. Current ROR staff will be provided an opportunity to advocate in writing a desire to work for the County and acknowledge no existing conditions that would prevent them from being considered for County employment. ROR employees signing the affidavit, that are subsequently not retained by the County after the transition, would receive a contract completion compensation package equal to two months of pay. This is necessary to ensure that ROR can maintain adequate staffing to provide this essential service through the transition period.

Fiscal Impact

The terms of the last five-year contract provided for a cost-of living increase based on the CPI. Continuing those terms in this one-year contract extension would result in an increase of 6.5% and a new one-year agreement of \$2,410,957. The ATR will appropriate General Fund Contingencies of an additional \$147,148 to provide sufficient funds to cover the contract through June 30, 2002. At this time, it is too soon to determine any fiscal impact from the contract completion compensation packages offered to ROR staff, however, neither party anticipates that such impact would be significant.

cc: John Digiacinto, Executive Director – San Mateo County Bar Association
Honorable Dale Hahn, Superior Court Judge
Honorable Don Horsley, County Sheriff
Peggy Thompson, Court Executive Officer
Loren Buddress, Chief Probation Officer
Christine Motley, Chief Deputy County Counsel
Reyna Farrales, Deputy County Manager
Jim Saco, Assistant Budget Director

**COUNTY OF SAN MATEO
APPROPRIATION TRANSFER REQUEST**

REQUEST NO. _____

DEPARTMENT County Manager's Office

DATE 08/15/01

1. REQUEST TRANSFER OF APPROPRIATIONS AS LISTED BELOW:

C O D E S		AMOUNT	DESCRIPTION	
FUND OR ORG.	ACCOUNT			
From	81110	8611	147,148 00	General Fund Contingencies
To	28310	5858	147,148 00	Other Professional Contract Services

Justification. (Attach Memo if Necessary)

To appropriate General Fund Contingencies in the amount of \$147,148 to increase appropriations in the Release on Own Recognizance budget unit so that FY 2001-02 contractual obligations can be met.

DEPARTMENT HEAD

BY: *Jim Saco*

DATE 8/15/01

Board Action Required

Four-Fifths Vote Required

Board Action Not Required

Remarks:

COUNTY CONTROLLER

BY: _____

DATE _____

3. Approve as Requested

Approve as Revised

Disapprove

Remarks:

COUNTY MANAGER

BY: *Paul Scanner*

DATE 8/16/01

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BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA
RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO. _____

RESOLVED, by the Board of Supervisors of the County of San Mateo, that

WHEREAS, the Department hereinabove named in the Request for Appropriation, Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request; and

WHEREAS, the County Controller has approved said Request as to accounting and available balances, and the County Manager has recommended the transfer of funds as set forth hereinabove:

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected.

Regularly passed and adopted this _____ day of _____, 19____.

Ayes and in favor of said resolution:

Noes and against said resolution:

Supervisors: _____

Supervisors: _____

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE
AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE SAN MATEO COUNTY BAR ASSOCIATION FOR
RELEASE ON OWN RECOGNIZANCE PROGRAM**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on August 20, 1996, County and Association entered into an agreement for a Release on Own Recognizance Program, which agreement has been amended once on May 4, 1999; and

WHEREAS, the term of that contract was from July 1, 1996 until June 30, 2001, and the parties amended the contract again on June 26, 2001 to extend the term through August 31, 2001 to provide time for further negotiations; and

WHEREAS, the parties have completed those negotiations and desire to provide for a full one-year term through June 30, 2002 with a cost-of-living increase retroactive to July 1, 2001; and

WHEREAS, the Board has been presented with a form of the amendment and wishes to approve same as to both form and content and desires to enter into the amended Agreement;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT THE President of this Board of Supervisors be, and he is hereby, authorized and directed to execute the amendment to the agreement with the San Mateo County Bar Association for the Release on Own Recognizance Program for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest to the signature thereto.

* * * * *

**AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY
OF SAN MATEO AND THE SAN MATEO COUNTY BAR
ASSOCIATION FOR RELEASE ON OWN RECOGNIZANCE PROGRAM**

This amendment is entered into this ___ day of _____, 2001, by and between the County of San Mateo ("County") and the San Mateo County Bar Association ("Association")

WHEREAS, on August 20, 1996, County and Association entered into an agreement for a Release on Own Recognizance Program, which agreement has been amended once on May 4, 1999; and

WHEREAS, the term of that contract was from July 1, 1996 until June 30, 2001, and the parties amended the contract again on June 26, 2001 to extend the term through August 31, 2001; and

WHEREAS, the parties now want to rescind the amendment of June 26 and provide for a term through June 30, 2002 and provide a new payment amount for the period July 1, 2001 through June 30, 2002 to include a cost of living increase;

It is therefore agreed as follows:

1. Paragraph 1 of the amended agreement shall be further amended to read as follows:

1. Term. The term of the AGREEMENT shall be from July 1, 1996 to and including June 30, 2002. This Agreement may thereafter be extended by mutual agreement of the parties hereto. This AGREEMENT shall supersede any and all existing agreements between County and Association for O.R., Classification, and related services described herein below.

2. Paragraph 3E of the amended agreement shall be further amended to read as follows:

E. The total compensation paid to the Association for the above listed obligations for the period commencing July 1, 2000 through June 30, 2001 will be \$2,172,561, increased by the amount of the Bay Areas C.P.I. for All Urban Consumers for the twelve month period ending March, 2000 provided, however, that the amount of the C.P.I. increase shall be no less than 2% or greater than 7%.

For the period July 1, 2001 through June 30, 2002, Association shall be paid \$2,410,957.

3. Paragraph 16 is added to the Agreement to read as follows:

16. **Non-Discrimination** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County. Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

4. Paragraph 17 is added to the Agreement to read as follows:

17. **Equal Benefits** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of

employee benefits between an employee with a domestic partner and an employee with a spouse.

5. In all other respects the Agreement, as adopted on August 20, 1996, and amended on May 4, 2001, shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their duly authorized representative have executed this Amendment on the ___ day of _____, 2001.

COUNTY OF SAN MATEO

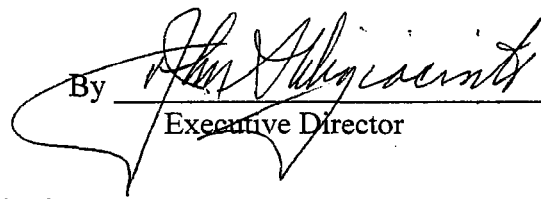
Dated: _____

By _____

Michael D. Nevin, President

SAN MATEO COUNTY BAR ASSOCIATION

Dated: 8/16/01

By  _____
Executive Director