



COUNTY OF SAN MATEO SHERIFF'S OFFICE

Interdepartmental Correspondence

Date: August 1, 2001

Agenda Date: September 11, 2001

TO: Honorable Board of Supervisors

FROM: Don Horsley, Sheriff *DH*

SUBJECT: Agreement with the Peninsula Library System for Jail Library Services to Inmates

RECOMMENDATION:

- 1) Adopt a Resolution authorizing the President of the Board to execute an agreement with the Peninsula Library System for jail library services commencing on July 1, 2001 and continuing through June 30, 2002, in the amount of \$137,093; and
- 2) Waive the Request for Proposal Process; and
- 3) Waive the requirement for provision of Equal Benefits

Background

Title XV of the California Administrative Code requires that counties make jail library services available to inmates. For over a decade, the Peninsula Library System has provided library services to inmates in four (4) correctional facilities in San Mateo County. Such services consist of supplying updated reading and literacy materials, dictionaries, and videotapes. In addition, the librarian schedules inmate-visiting times and assists them with searching and photocopying of legal materials.

The Inmate Welfare Fund consists of monies held and expended for the welfare of inmates. It is unique for two reasons: 1) inmates and their families provide income for the fund through commissary sales and telephone call charges; and 2) disbursements from the fund must be used for the benefit, welfare and education of inmates and their families, pursuant to statute.

Discussion

In Fiscal 2000-01, the Inmate Welfare Fund Committee contributed \$119,382 to inmate library services, via contract with Peninsula Library System. The proposed agreement for Fiscal 2001-02 is for \$139,093, an increase of \$17,711 or 14.9% from last year, resulting from rising costs of materials.

In the past, Peninsula Library System has been the only library which has shown a desire to provide services to inmates housed in the County's detention facilities. In previous years other city/county libraries have been queried but have not expressed an interest in providing inmate library services. Therefore, we feel it is in the County's best interest to waive both the formal Request for Proposal Process and the provision of equal benefits as required by the San Mateo County Ordinance Code. Peninsula Library System realizes the importance of moving towards compliance of equal benefits and are taking steps to reach this goal.

County Counsel

County Counsel has reviewed and approved this Resolution and Agreement as to form.

Fiscal Impact

The \$137,093 cost of the proposed agreement is funded by the Inmate Welfare Fund for the 2001-02 Fiscal Year. Therefore, there is no impact upon the County's General Fund.

Resolution No. _____

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

* * * * *

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN
WITH PENINSULA LIBRARY SYSTEM FOR JAIL LIBRARY SERVICES FOR
COUNTY INMATES; WAIVING THE REQUEST FOR PROPOSAL PROCESS; AND
WAIVING THE EQUAL BENEFITIS REQUIREMENT**

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

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby Peninsula Library System will provide jail library services within the County's detention facilities; and

WHEREAS, Title XV of the California Administrative Code requires that counties make jail library services available to inmates; and

WHEREAS, this Board has been presented with a form of such agreement and said Board has examined and approved same as to both form and content and desires to enter into same; and

WHEREAS, this Board has determined that it is in the best interest of the County to waive the Request for Proposal Process; and

WHEREAS, this Board has determined that it is in the best interest of the County to waive the requirement that the Contractor provide equal benefits to its employees as required by the County Ordinance Code; and

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 said agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest this signature thereto.

* * * * *

AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND
PENINSULA LIBRARY SYSTEM

This Agreement entered this _____ of _____ 2001, by and between the **COUNTY OF SAN MATEO** a political subdivision of the State of California, hereinafter called "COUNTY" and **PENINSULA LIBRARY SYSTEM**, hereinafter called "CONTRACTOR."

WITNESSETH:

WHEREAS, *it is necessary and desirable that Contractor be engaged by County for the purpose of performing the professional services hereinafter described as library services within the County's detention facilities described in this agreement; and*

WHEREAS, *pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of special services to or for County or any Department thereof; and*

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, a description of services provided by Contractor is attached hereto and incorporated into the agreement by this reference as Exhibit A.
2. Payments.
 - A. Maximum Amount. In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall be obligated to pay Contractor for such services rendered under this Agreement shall not exceed \$137,093.
 - B. Rate of Payment. The rate and terms of payment shall be as specified in Exhibit A. Any rate increase is subject to the approval of the Sheriff or his designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit A be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Sheriff or his designee.
 - C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit A. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.
3. Relationship of the Parties. It is expressly understood that this is an Agreement by and between two (2) Independent Contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor

relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an Independent Contractor. Further, as an Independent Contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Services Rules.

4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Hold Harmless.
 - (a) It is agreed that Contractor shall defend, hold harmless and indemnify County, its officers, agents, and/or employees from any and all claims for injuries to persons and/or damage to property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers, agents and/or employees.
 - (b) It is further agreed that County shall defend, hold harmless and indemnify Contractor, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to property, which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers, agents, an/or employee or which arise out of Contractor's good faith and responsible enforcement of Policies and procedures promulgated by the Sheriff's Department.
 - (c) In the event of the concurrent negligence of Contractor, its officers, agents and/or employees, and County, its officers, agents and/or employees, then the liability for any and all claims for injuries or damages which arise out of the terms and conditions of this Agreement shall be apportioned under California's Theory of Comparative negligence as presently established or may be hereafter modified.

The duty of the Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. Insurance. The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the County of San Mateo. The Contractor shall furnish the County with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. New Certificate of Insurance shall be provided to County on a timely basis upon each occasion that Contractor's insurance is renewed for an additional term.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or

cancelled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

- A. Workers' Compensation and Employer Liability Insurance. The Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of this work of the Agreement.

- B. Liability Insurance. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(1) Comprehensive General Liability	\$ <u>1,000,000</u>
(2) Motor Vehicle Liability Insurance	\$ <u>1,000,000</u>
(3) Professional Liability	\$ <u>1,000,000</u>

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County Agreements by giving sixty (60) days notice to Contractor.

The County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, with respect to any vicarious liability imposed on them on account of the negligence of Contractor which policies shall contain a provision or endorsement that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the limits stated above, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment I (and II).

7. 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, 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 Contract 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.

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.

8. Records. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

9. Compliance with Applicable Laws. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973,

as amended, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

10. Interpretation and Enforcement.

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County Sheriff's Office
Don Horsley, Sheriff
400 County Center
Redwood City, CA 94063

Or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

Peninsula Library System
Linda D. Crowe, System Director
25 Tower Road
San Mateo, CA 94402

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

11. Merger Clause. This Agreement, including Exhibit A, Attachment I (and II) attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modification shall be in writing. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.

12. Term and Termination. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be in effect July 1, 2001 to June 30, 2002. This Agreement may be terminated by Contractor, Sheriff or his designee at any time upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

By: _____

Michael D. Nevin, President
Board of Supervisors, County of San Mateo

Date: _____

ATTEST:

Clerk of the Board of Supervisors, County of San Mateo

Date: _____

PENINSULA LIBRARY SYSTEM

By: Pamela D. Howe

Date: 7/25/07

Tax I.D. Number: 94-2334238

EXHIBIT A
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND PENINSULA LIBRARY SYSTEM

1. Services to be Provided by Contractor.
 - A. Contractor will provide library type services and related library materials to inmates in Maguire Correctional Facility, Men's Honor Camp, Women Correctional Facility, and Women's Honor Camp. At a minimum, these services will include the following:
 - (1) Year-round services of a qualified full-time librarian (i.e., 40 hrs/week, 52 weeks a year).
 - (2) Half-time qualified librarian who will administer the jail law library and the recreation jail library (i.e., 20 hrs/week, 52 weeks a year).
 - (3) Purchase reading material, which is determined by inmate requests, level of literacy, reading language, and general interest.
 - (4) Purchase special interest materials, i.e., resumes, jobs, anger management, parenting, etc. as needed.
 - (5) Process and deliver books to inmates.
 - (6) Change paperback books on bookcarts on each pod weekly to maintain a steady demand.
 - (7) Provide videos (popular movie titles) to all facilities.
 - (8) Provide a minimum of 40 hours per week, year-round of library supervision and assistance to inmates. Supervision will include regulating time among inmates and use of resources.
 - (9) Provide updated reading, literacy, and legal materials; dictionaries; and videotapes.
 - (10) Maintain and budget for periodical subscription renewals and various foreign language publications.
 - (11) Assist inmates with searching and photocopying of legal materials.
 - (12) Provide remedial reading materials and instruction for non-English speaking inmates who are illiterate.
 - (13) Provide books to children of inmates during contact visits.
 - (14) Provide dictionaries and appropriate learning materials to participants in the GED Program.
 - (15) Provide "life change" literature to the participants in the CHOICES Program.
 - B. Library hours may be extended into the evening to accommodate inmates who have returned from court and need law library access.

C. The Jail staff retains the right to review and reject books, videos and other materials in the libraries for appropriateness.

(1) Employees of Contractor shall adhere to all applicable policies and procedures of the Maguire Correctional Facility and the San Mateo County Sheriff's Office.

2. Amount and Method of Payment.

(a) Salaries and Benefits	\$99,793
Library Books and Materials	\$30,000
Operation (<i>Travel, communications, education/training, professional services</i>)	\$7,300
Total Services and Supplies	* \$137,093

* *Projected costs are estimates for service management purposes. Contractor will be held to Total for service costs, but not necessarily to individual category costs within that total.*

- (b) Contractor may transfer funds from one line item to another provided that approval is secured in advance from the Chair of the Inmate Welfare Committee, so long as the total \$137,093 contracted amount is not exceeded. Transfer between line items in excess of five percent of either item total cost, as outlined in Paragraph A, shall be requested in writing to County and the approval shall not be effective until Contractor receives authorization in writing.
- (c) All monies to reimburse Contractor in this agreement shall be paid through the Inmate Welfare Fund.
- (d) In compliance with the policies and procedures established by the Inmate Welfare Committee and Controller, Contractor shall submit a quarterly report as well as a quarterly invoice detailing services and supplies rendered.
- (e) Contractor shall submit final bill within ninety days from expiration of contract to the Maguire Correctional Facility's Administrative Lieutenant or his/her designee.
- (f) In any event, the total amount of this contract shall not exceed \$137,093 and County shall have the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.