

**AGREEMENT TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES TO
THE ALAMEDA COUNTY SOCIAL SERVICES AGENCY**

This agreement to provide Law Enforcement and Security services to the Alameda County Social Services Agency (Agreement) is by and between the Alameda County Sheriff's Office ("SO") and the Alameda County Social Services Agency ("SSA").

The parties agree to the following terms and conditions:

I. TERM/TERMINATION OF AGREEMENT

- A. This agreement shall commence on July 1, 2022, and terminate on June 30, 2025. Prior to the expiration of this term, SO and SSA shall determine the feasibility of extending the agreement for a one-year term effective July 1, 2025, and continuing through June 30, 2026.
- B. Either party may terminate this agreement without cause by delivering written notice of termination to the other party at least 120 days prior to the effective date of termination.
- C. SSA shall pay for all personnel and equipment costs up to and until the time of termination. There shall be no reimbursement for equipment purchases.

II. DESCRIPTION OF SERVICES PROVIDED BY THE SO

Pursuant to the terms and conditions of this agreement, SO shall:

- A. Provide four (4) full time sergeants, twenty-four (24) full time deputy sheriffs and four (4) sheriff's technicians to provide law enforcement and security services.
- B. Provide security for employees and clients of the SSA, utilizing prevention and intervention methodologies pursuant to community based policing standards.
- C. Provide security at each SSA location during all hours of public contact, which are Monday through Friday, 8:30 a.m. to 5:00 p.m., including lunch hour, except for the Assessment Center, which will have 24 hour coverage seven days a week including holidays and weekends.
- D. Conduct regular foot patrols of all internal public areas and points of ingress/egress, as well as employee parking and client parking areas.
- E. Respond to alarms or emergency calls for service inside or outside.
- F. Intervene in any dispute that may escalate into a violent confrontation.
- G. Monitor employee and client conduct to ensure the maintenance of a harmonious environment.
- H. Prepare written reports.
- I. Detain and/or arrest individuals who commit violations of the law.
- J. Provide additional law enforcement and security services as required.

III. STAFFING, REPLACEMENT AND SUPERVISION OF ASSIGNED DEPUTIES

- A. SO will staff its Contract Services Division (CSD) in accordance with the provisions of this Agreement and in a manner mutually satisfactory to both parties.
- B. In the event that an assigned individual is unable to perform assigned duties due to long-term illness, injury, extended leave, promotion, etc., SO shall replace the individual assigned as soon as possible, but in no case more than 60 working days after the individual becomes unavailable for full time assignment. Temporary replacement for short-term illness, injury, vacation, training, etc., shall be accomplished through the use of overtime.
- C. SO shall assign the appropriate individuals to this project, keeping in mind the attributes and qualifications recommended by the SSA. The individuals assigned shall be employees of SO and under the supervision and control of the Sheriff. The assigned individuals shall be under the command of the CSD Captain, and shall be supervised by the assigned sergeants.
- D. The four sergeants shall supervise the assigned deputies and technicians to provide law enforcement and security services at eight SSA facilities as listed below:

	LOCATION	DEPUTY SHERIFF	SHERIFF TECHNICIAN
1	6955 FOOTHILL BLVD SUITES 100 AND 300 OAKLAND CA 94605	3	1
2	24100 AMADOR ST. HAYWARD CA 94544	2	1
3	2000 SAN PABLO OAKLAND CA 94612	3	0
4	8477 ENTERPRISE WAY OAKLAND CA 94621	2	0
5	1111 JACKSON ST. OAKLAND CA 94607	2	1
6	22225 FOOTHILL BLVD. HAYWARD CA 94541	8	0
7	39115 LIBERTY ST. FREMONT, CA 94538	2	1
8	2481 CONSTITUTION DR LIVERMORE, CA 94550	2	0
	TOTAL	24	4

- E. SO is responsible for providing the assigned individuals with all employment rights, wages, and benefits and for complying with employment relationships with the assigned individuals.

The assigned sergeants will perform the following tasks:

1. Maintain regular communication with an individual designated by SSA as the primary contact for the CSD.
2. Provide onsite supervision on a periodic basis.
3. Monitor the performance of the assigned deputy.
4. Review and approve all reports prepared by the assigned deputy.
5. Prepare performance evaluation reports for assigned personnel.
6. Prepare work schedules and arrange for temporary replacements according to the terms of this agreement, due to illness, vacation, training, etc.
7. Ensure that the assigned deputy attends mandatory training sessions.
8. Review and authorize overtime requests.
9. Ensure that the assigned deputy conforms to all policies, procedures, general orders, rules and regulations and performance standards of the SO.

IV. ALLEGATIONS OF MISCONDUCT

- A. SO is solely responsible for conducting investigations into accusations of misconduct by the individual assigned in accordance with SO policies and procedures and for taking appropriate disciplinary action against SO employees.
- B. When any person affiliated with SSA makes a complaint to the SSA Director or his/her designee, about the conduct of the SO individual assigned, the SSA Director or his/her designee shall notify the CSD Captain and request that an investigation be conducted into the alleged misconduct.
- C. SO shall conduct its own investigation unless the policies of the SSA, state, federal, or local laws require SSA to conduct an additional investigation. SO agrees to cooperate with the SSA investigation. The SSA Director or his/her designee may request that the accused SO employee(s) be relieved of providing services to the SSA pending the completion of the investigation, and such request shall not be unreasonably denied.

V. MAINTENANCE OF RECORDS

All records and reports prepared in the performance of this Agreement shall be maintained by the SO. Personnel files of the SO personnel assigned shall not be made available to SSA. Copies of any records and reports dealing with enforcement/security activities performed in compliance with this Agreement shall be made available to SSA to the extent allowed by law and the policies of the SO.

VI. TRAINING REQUIREMENTS

SO agrees to provide all necessary and mandatory training required to ensure that the individual assigned complies with all state and agency mandated training. There is no cost to SSA for the training. SSA agrees to allow the assigned individual adequate time to participate in this mandatory training; however, it is further understood that the assigned

individual may be replaced by qualified members of the CSD on an overtime basis during this mandatory training.

VII. DESCRIPTION OF FACILITIES AND EQUIPMENT TO BE PROVIDED BY SSA

- A. SSA shall provide a minimum of one office for personnel assigned to the office sites listed in Section III.D, including a telephone, a computer with word processing capabilities and Internet access, and a secure area for storage of uniforms and off-duty clothing.
- B. SSA shall provide the assigned unit member with all required officer safety equipment (as specified by SO), 800 MHz portable radio and a charger to facilitate communications with the Alameda County Emergency Services Dispatch Center.
- C. SSA shall provide and maintain six vehicles: two fully equipped patrol vehicles with all emergency equipment and supplies for the relief of personnel and transport of arrestees and four unmarked vehicles equipped with all necessary emergency equipment for the Sheriff's sergeants to commute between the eight SSA office sites.
- D. Monthly depreciation rates for marked vehicles will be calculated based on a four-year period.

VIII. COMPENSATION

- A. SSA agrees to pay SO's actual costs for the services provided under this Agreement at rates determined by the Sheriff, in accordance with the policies and procedures established by the County of Alameda Board of Supervisors and the budget herein attached as Attachment A. It is understood that the actual salary and benefits included in any agreement between the County of Alameda and the bargaining unit representing the assigned individuals shall be paid by SSA. In the event that any agreement is extended or renewed, it is understood that the salary and benefits for this SSA contract will be adjusted to reflect any increases.
- B. Indirect costs (administrative overhead) will be fixed at 10 percent for the Agreement period and there will be no increase or decrease to that percentage.
- C. The SO shall deliver to SSA, within 45 days after the close of each monthly period, an itemized invoice that covers the actual cost of all services performed during the said monthly period, and SSA shall pay SO upon receipt of said invoice.

IX. MODIFICATIONS TO AGREEMENT

Any modifications to this Agreement shall be in writing and signed by the authorized representative of each agency.

X. INTEGRATION OF CLAUSE

This Agreement contains the entire agreement between the parties hereto with respect to the matters addressed herein and supersedes all prior agreements, written or oral, between the parties on such matters.

XI. SEVERABILITY CLAUSE

Should any provision of this Agreement be unenforceable, those provisions shall be considered severable, and the remaining provisions shall remain in effect.

XII. NOTICES

A. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by email or first-class mail to the following addresses:

If to SSA:

XXXX, Agency Director
XXXX@acgov.org
2000 San Pablo Ave.
Oakland, CA 94612

If to SO:

Gregory J. Ahern, Sheriff/Coroner
gahern@acgov.org
1401 Lakeside Drive 12th floor
Oakland, CA 94612

B. Notice shall be deemed to be effective two days after mailing.

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IN WITNESS WHEREOF, the Parties have executed this contract on the date set forth below.

COUNTY OF ALAMEDA

By: _____
Richard Valle, President
Alameda County Board of Supervisors

Date: _____

SHERIFF'S OFFICE

SOCIAL SERVICES AGENCY

By: _____
Gregory J. Ahern
Alameda County Sheriff

By: _____
XXXX
Social Services Agency Director

Date: _____

Date: _____

