

**AGREEMENT FOR USE OF
SHERIFF'S COMMUNITY SERVICE PARTICIPANTS**

This **AGREEMENT FOR USE OF SHERIFF'S COMMUNITY SERVICE PARTICIPANTS** is entered into by and between the Ada County, a duly formed and existing county pursuant to the laws and constitution of the State of Idaho ("County"), the Ada County Sheriff's Office ("ACSO") and the following Governmental Agency ("Agency") City of Meridian, also referred to as "Party" or "Parties."

WHEREAS, the ACSO operates the Sheriff's Community Service ("SCS") program in which participants perform community service for Governmental Agencies within the boundaries of Ada and Canyon Counties ("Participants");

WHEREAS, the Agency desires to utilize SCS Participants to accomplish certain community service activities, as more thoroughly described below;

WHEREAS, both parties agree that utilization of SCS Participants is a constructive means of working towards the betterment, welfare and beautification of the community while maximizing tax dollars.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. General Agency Information:

Agency Name: City of Meridian

Agency Address: 33 E Broadway Avenue

Agency Email Address: pharris@meridiancity.org

Agency Telephone No.: 208-888-3579

Agency Point of Contact: Phillip Harris

Point of Contact Cell: 208-440-8743

Agency Emergency Contact Person (if different from POC):

Emergency Contact Person Cell Number:

2. Term and Termination:

a. The term of this Agreement shall begin on October 1, 2021 and shall extend through September 30, 2022. The County may, solely at its option, and when and if it duly budgets and appropriates funds therefore from revenues legally available to it for the ensuing fiscal year, renew this Agreement for additional annual Renewal Terms. Each annual renewal of this Agreement shall be deemed to be exercised by the County upon the adoption no later than September 15 of any year, a budget for the ensuing fiscal year, duly budgeting and appropriating the amount of money required to operate the SCS program. Following the adoption of a budget duly budgeting and appropriating said funds of the ensuing year, County shall deliver to the Agency a written statement certifying that it has duly renewed the Agreement for the ensuing year. Each Renewal Term shall commence on October 1 of the fiscal year following adoption of the budget as provided hereinabove and shall terminate on September 30 of the following calendar year. Additionally, each Party has a right to terminate the Agreement upon no fewer than thirty (30) days' written notice. Additionally, either Party has a right to terminate the Agreement upon no fewer than thirty (30) days' written notice.

3. Agency Responsibilities: During the term of this Agreement, the Agency shall be responsible for the following:

- a. Coordinating the use of SCS Participants with the ACSO Alternative Sentencing staff.
- b. Providing the ACSO with an inclusion and exclusion list along with a scope of services and the current capacity of the program.
- c. Maintaining communication with the designated SCS liaison on a not less than quarterly basis.
- d. Providing all training on safety rules, participation regulations and equipment usage to all SCS Participants as necessary, and upon request by the ACSO, providing reasonable documentation that such training has been completed. At a minimum, Agency or the work site must provide the following safety equipment (if applicable to the type of work performed): eye protection, ear protection, face protection, gloves, and all other items reasonably necessary to maintain and comply with safety guidelines. Agency personnel who supervise SCS workers shall be provided with and instructed to read a copy of SCS Program Requirements, as provided in Exhibit B, detailing the restrictions and requirements of the SCS program.
- e. SCS Participants may not drive Agency vehicles of any type and may not perform any work tasks involving the direct use of heavy machinery including, but not limited to:
 - Forklifts;
 - Wood chippers;
 - Trash compactors; or
 - Construction equipment.

All SCS work is to be performed on the ground. SCS Participants are not permitted to complete any work above ground level through the use of a ladder, scissor lift or lift basket.

- f. Performing SCS labor within the County of Ada, unless prior authorization is received from the ACSO.
- g. Immediately contacting the designated SCS Staff liaison if any SCS Participant causes disruption, fails to cooperate, or leaves the work site without permission.
- h. Immediately reporting all injuries to the SCS Staff liaison, both verbally and in writing, in a form to be provided to the SCS Participant and the Agency by the ACSO.
- i. All SCS Participants are to remain on location at the Agency at all times during their scheduled shift, unless given the express prior consent of the ACSO to do otherwise. All agency supervisors must be 18 years of age or older. SCS participants shall not be allowed to work unsupervised or left alone with anyone under the age of 18.
- j. Attending regularly scheduled safety briefings hosted by the ACSO and/or Ada County Risk Management, as well as attending annual Prison Rape Elimination Act (PREA) training, hosted by the ACSO.
- k. Accurately recording and tracking the SCS hours served by the SCS Participant on the ACSO-issued timesheet. The Agency shall ensure that the SCS Participant is signed in and out by a designated employee each time they report to serve SCS hours.
- l. Providing updated signature cards to the designated SCS Staff liaison prior to a new SCS supervisor signing off on SCS Participants' timesheets.
- m. Providing a safe work environment in accordance with applicable laws that is free from harassment, criminal activity, discrimination, etc.
- n. Creating and maintaining a formal, written complaint process for SCS Participants. Agency shall submit any such written complaints to designated SCS Staff liaison within one (1) business day.
- o. Ensuring that Agency personnel have no personal relationships with SCS Participants. In the event any Agency becomes aware that Agency personnel has a personal relationship with a SCS Participant, in any capacity other than as a SCS Participant, Agency shall immediately notify the designated SCS Staff liaison of the nature of the relationship, so that the appropriate steps can be taken.

4. County Responsibilities: During the term of this Agreement, the County shall be responsible for the following:

- a. As available, providing SCS Participants to Agency on an as needed basis. SCS Participants assigned to the Agency will be screened accordingly to the Agency's inclusion and exclusion criteria and capable of performing basic manual labor activities.
- b. Providing supervisory, policy and security information to the Agency personnel who work with the SCS Participants, as requested.
- c. Providing workers' compensation insurance for each SCS Participant.

- d. Responding “on-site” as requested by the Agency to address SCS Participant issues, handle uncooperative SCS Participants or otherwise assist the Agency with controlling and managing SCS Participants.

5. Other Terms and Conditions:

- a. Workers’ compensation premiums are based on experience ratings. In an effort to minimize expense related to workers’ compensation claims, the Agency and County shall conduct a quarterly review of workers’ compensation claims received the County that are directly related to the Agency’s use of SCS Participants. If the incurred claims cost attributable to SCS Participants assigned to the Agency exceed the annual premium of the County (as determined by Ada County Risk Management), the County will advise the Agency of such increase and the Agency will be offered the option to:
 - i. cease use of SCS Participants immediately; or
 - ii. pay a fee set by the County to reimburse the County of the increased workers’ compensation premiums.
- b. In an effort to proactively address safety issues, the County and the Agency will conduct, at a minimum, annual reviews for the type of work to be performed by SCS Participants while working for the Agency. This review is designed to assess risk, safety concerns, and to review the Agency’s lost prevention efforts. Loss prevention efforts will include, but are not limited to, a review of the following: job site visits, review/inspection of tools and safety gear utilized by SCS Participants, review of all safety training and instruction provided by the Agency, claims experience for the Agency, accident reviews for the Agency and review of all documentation of all loss prevention efforts undertaken or extended by the Agency.
- c. **Indemnification (County).** To the extent permitted by applicable law, County shall indemnify and hold Agency, its officers, agents, and employees harmless for injuries to persons or property resulting from the wrongful acts of County, its officers, agents or employees in performing the duties described in this Agreement. Such indemnification and defense shall be limited to only those claims, and only to the extent that, County itself could be liable under state and federal statutes, regulations, common law, and other law. County's indemnification and defense of Agency herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which County would be entitled if the claims were asserted against County.
- d. **Indemnification (Agency).** To the extent permitted by applicable law, including Idaho Code § 59-1015, Agency shall indemnify and hold the County, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Agency, its officers, agents or employees. In the event County is alleged to be liable on account of any activities, acts, or omissions of Agency, its officers, agents or employees, then Agency shall reimburse the County for defending such

allegations through counsel chosen by County and Agency shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Such indemnification and defense reimbursement shall be limited to only those claims, and only to the extent that, Agency itself could be liable under state and federal statutes, regulations, common law, and other law.

- e. **Insurance.** Agency agrees to maintain insurance coverage, as set forth in Exhibit A. Self-Insurance by governmental Agencies is permitted, to the extent allowed by law.
- f. **Independent Contractor.** Agency is, and shall perform this Agreement as, an independent contractor and, as such, shall have and maintain complete control over all its employees and operations, except as otherwise provided herein. Neither Agency, nor anyone employed by it, shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County. As an independent contractor, Agency shall be solely responsible for payment of wages, all federal and state withholding taxes, liability insurance, and such compensation insurance and such other obligations as are the legal responsibility of an employer.
- g. **Modification.** Except as may otherwise be provided herein, provisions of this Agreement may be modified, amended or waived only by a written document specifically identifying this Agreement and signed by an authorized representative of each Party.
- h. **Waiver.** The failure of either Party at any time to require performance by the other of any provision and any waiver by any Party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach, a waiver of the provision itself, or a waiver of any right under this Agreement.
- i. **Costs and Fees.** If either Party brings any action for any relief against the other, declaratory or otherwise, arising out of this Agreement, use of the Premises, or enforcement of the terms hereof, the prevailing Party shall be entitled to recover any and all reasonable court costs and attorney's fees.
- j. **Survival.** All covenants, conditions, indemnifications and other elements in this Agreement which may involve performance subsequent to any termination or expiration of this Agreement or which cannot be reasonably ascertained or fully-performed until after termination or expiration of this Agreement shall survive.
- k. **Notices.** All notices required to be given hereunder shall be in writing and shall be deemed delivered immediately if hand-delivered and 48 hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth below, or at such other addresses as the parties may from time to time notify the other in writing.

ACSO:
Lt. Jared Watson
7180 Barrister Drive
Boise, ID 83704

Agency: City of Meridian
c/o: Phillip Harris
33 E Broadway Avenue
Meridian, ID 83642

County:
Board of Ada County Commissioners
200 W. Front St
Boise, ID 83702

- l. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho.
- m. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and all other agreements, whether oral or written, relative to SCS Participants/services only which are not contained herein are hereby superseded and of no force and effect.
- n. **Signor Authority.** Each individual executing this Contract on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of said entity in accordance with duly adopted organizational documents or Contracts and, if appropriate, a resolution of the entity, and that this Contract is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement to be effective as herein provided.

DATED this _____ day of _____, 20__.

Board of Ada County Commissioners

By: _____
Rod Beck, Commissioner

By: _____
Ryan Davidson, Commissioner

By: _____
Kendra Kenyon, Commissioner

ATTEST:

Phil McGrane, Ada County Clerk

DATED this _____ day of _____, 20__.

Ada County Sheriff's Office

By: _____

Name: _____

Title: _____

DATED this _____ day of _____, 20__.

Agency

City of Meridian

By: _____

Name: _____

Title: _____

EXHIBIT A

INSURANCE REQUIREMENTS

- A. The Agency, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best’s rating(s) of A VIII or better. All insurance companies must be authorized to do business in the state of Idaho. By requiring insurance herein, Ada County does not represent that coverage and limits are necessarily adequate to protect the Agency, and such coverage and limits shall not be deemed as a limitation on the Agency’s liability under the indemnities granted to Ada County in this contract.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to Ada County prior to the start date of the project. All certificates must be signed by an authorized representative of the Agency’s Insurance carrier and must state that the issuing company, its agents, or representatives will provide Ada County thirty (30) days written notice prior to any policies being canceled or materially changed. Renewal certificates or binders must be provided to Ada County a minimum of five (5) days prior to the effective date of the renewal. If binders are used, they must be replaced by appropriate insurance certificates no more than thirty (30) days after the effective date.
- C. Certificates shall be mailed/mailed to:
- Ada County Sheriff’s Office
Attn: Stephanie Brastrup
7200 Barrister Dr
Boise, Idaho 83704
Email: slbrastrup@adacounty.id.gov
- D. Certificates must evidence the following minimum coverages:
1. COMMERCIAL GENERAL LIABILITY insurance providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$ 50,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). Ada County and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

2. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this agreement.

EXHIBIT B

SCS PROGRAM REQUIREMENTS FOR SUPERVISING PERSONNEL

1. SCS workers must be provided all training on safety rules, participation regulations, and equipment usage, as necessary. At a minimum, the work site must provide the following safety equipment, if applicable to the type of work performed: eye protection, ear protection, face protection, gloves, and any other items reasonably necessary to maintain a safe workplace.
2. SCS workers may not drive Agency vehicles of any type.
3. SCS workers are not to perform any tasks involving the direct use of heavy machinery. This includes: forklifts, wood chippers, trash compactors, and/or construction equipment. If you have any questions about machinery that SCS workers can use, discuss with ACSO first.
4. All SCS labor must be performed on the ground. SCS workers are not permitted to perform any labor above ground level through the use of a ladder, scissor lift, or lift basket.
5. Immediately contact the ACSO if any SCS worker causes disruption, fails to cooperate, or leaves the work site without permission.
6. Immediately report all SCS worker injuries to the ACSO, both verbally and in writing.
7. SCS workers cannot work outside the boundaries of Ada County, unless prior authorization is received from the ACSO.
8. SCS workers are entitled to a safe, non-hostile work environment, in accordance with applicable laws.
9. SCS workers are entitled to file written complaints about the Agency, work assigned, etc. Any such complaint must be submitted to the ACSO within one (1) business day of receipt.
10. SCS workers are not allowed to have personal relationships with Agency personnel. If anyone at the Agency becomes aware of such a personal relationship, they must notify an Agency supervisor, who must notify the ACSO as soon as possible.