

AGREEMENT NO. _____

**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 City of Meridian ("Agency").

WHEREAS, the ACSO operates the Sheriff's Community Service ("SCS") program in which participants perform community service for non-profit organizations 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 East Broadway Ave Suite 206

Agency Email Address: MBARTON@MeridianCity.ORG / PHARRIS@MeridianCity.ORG

Agency Telephone No.: 208 888-3579

Agency Point of Contact: MIKE BARTON / PHIL HARRIS

Point of Contact Cell: 208 440-8743

Agency Emergency Contact Person (if different from POC):

Emergency Contact Person Cell Number: 208 409-4666

2. Term and Termination:

- a. The term of this Agreement shall begin on the date of execution and shall extend through September 30, 2021. The Agreement shall be subject to annual renewals upon the written mutual consent of the parties, with each renewal period to begin on October 1 and continue through September 30 of the following calendar year.
- b. Each 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 Staff liaison on a regular 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. SCS Participants are not to 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.

- e. Immediately contacting the designated SCS Staff liaison if any SCS Participant causes disruption, fails to cooperate, or leaves the work site without permission.
- f. 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.
- g. 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.
- h. Attending regularly scheduled safety briefings hosted by the ACSO and/or Ada County Risk Management, and an annual Prison Rape Elimination Act (PREA) training hosted by the ACSO.

- i. 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.
 - j. Providing updated signature cards to the designated SCS Staff liaison prior to a new SCS supervisor signing off on SCS Participants' timesheets.
 - k. Providing a safe work environment in accordance with applicable laws that is free from harassment, criminal activity, discrimination, etc.
 - l. Creating and maintaining a formal, written complaint process for SCS Participants. Agency shall submit any such written complaints to designated SCS Staff liaison immediately.
 - m. 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.** Both parties shall maintain insurance coverages sufficient to pay liability claims arising under this Agreement. Self-Insurance 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. Justin Ryan
 7180 Barrister Drive
 Boise, ID 83704

Agency: _____
 c/o: _____

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.