

AGREEMENT NO. _____

**AGREEMENT FOR USE OF
ADA COUNTY JUVENILE SERVICES
JUVENILES FOR COMMUNITY SERVICE BY GOVERNMENTAL AGENCIES**

This **AGREEMENT FOR USE OF ADA COUNTY JUVENILE SERVICES JUVENILES FOR COMMUNITY SERVICE BY GOVERNMENTAL AGENCIES** ("Agreement") 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"), and the following Governmental Agency City of Meridian Parks and Recreation ("Agency"), also referred to as "Party" or "Parties."

WITNESSETH

WHEREAS, Idaho Code §§ 20-511 and 20-520 provide that juveniles under the jurisdiction of the Idaho Juvenile Corrections Act may be ordered by the court to perform community service ("Juveniles"); and

WHEREAS, County, through Ada County Juvenile Services ("ACJS") desires to place Juveniles with organizations who are capable and willing to allow said Juveniles to perform community service as ordered by the court, and

WHEREAS, Agency is an organization that is willing and capable of accepting Juveniles to perform community service duties, which is a constructive means of working towards the betterment, welfare and/or beautification of the community.

NOW, THEREFORE, it is hereby agreed as follows:

General Agency Information:

Agency Name: City of Meridian Parks and Recreation

Agency Address: 33 E. Broadway Ave. Meridian, IT 83642

Agency Email Address: rnorberg@meridiancity.org

Agency Telephone No.: 208-888-3579

Agency Point of Contact: Roger Norberg

Point of Contact Cell: _____

Agency Emergency Contact Person (if different from POC):

Emergency Contact Person Cell Number: _____

1. Term and Termination:

- a. The term of this Agreement shall begin on October 1, 2022 and shall extend through September 30, 2023. 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 community service 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.

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

- a. Coordinating the use of Juveniles with the ACJS staff. Agency should be aware of other persons, whether adults or minors, who may also be performing community service for Agency, who are not under the jurisdiction of ACJS. Such persons should not be assigned to work with Juveniles, absent direct adult supervision. Such adult supervision requires that the Juvenile remain in the supervisor's direct line of sight, at all times.
- b. Providing ACJS staff with the general scope of services for Agency work and the current capacity of its program for Juveniles.
- c. Maintaining communication with the designated ACJS liaison on a not less than quarterly basis.
- d. Providing all training on safety rules, participation regulations and equipment usage to all Juveniles, as necessary, and upon request by the ACJS, 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 Juveniles shall be provided with and instructed to read a copy of ACJS Community Service Program Requirements, as provided in Exhibit B, detailing the restrictions and requirements of the program.
- e. Juveniles may not drive Agency vehicles of any type and may not perform any work tasks involving the direct use of heavy machinery. All Juveniles work must be performed on the

ground. Juveniles are not permitted to complete any work above ground level, through the use of a ladder or other lifting equipment.

- f. Performing services within the County of Ada, unless prior authorization is received from the ACJS.
- g. Immediately contacting the designated ACJS liaison if any Juvenile causes disruption, fails to cooperate, or leaves the work site without permission.
- h. Immediately reporting all injuries to the ACJS liaison, both verbally and in writing, in a form to be provided to the Agency by ACJS.
- i. All Juveniles are to remain on location at the Agency, at all times, during their scheduled work, unless given the express prior consent of ACJS to do otherwise.
- j. Attending regularly scheduled safety briefings hosted by the ACJS and/or Ada County Risk Management, as well as attending annual Prison Rape Elimination Act (PREA) training, hosted by the ACJS.
- k. Accurately recording and tracking the hours served by the Juvenile on the ACJS-issued timesheet. The Agency shall ensure that the Juvenile is signed in and out by a designated employee each time they report to serve hours.
- l. Providing a safe work environment in accordance with applicable laws that is free from harassment, criminal activity, discrimination, etc.
- m. Creating and maintaining a formal, written complaint process for Juveniles. Agency shall submit any such written complaints to the designated ACJS liaison within one (1) business day.
- n. Ensuring that Agency personnel have no personal relationships with Juveniles. In the event any Agency becomes aware that Agency personnel has a personal relationship with a Juvenile, in any capacity other than as a supervisor, Agency shall immediately notify the designated ACJS liaison of the nature of the relationship, so that the appropriate steps can be taken.

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

- a. As available, providing Juveniles to Agency on an as needed basis. Juveniles assigned to the Agency will be screened according to the Agency's inclusion and exclusion criteria and capable of performing basic manual labor activities.
- b. Providing transportation for Juveniles, to and from Agency.
- c. Providing food and beverages for Juveniles, as needed.
- d. Providing supervision of Juvenile on-site, as needed or recommended by Agency.

- e. Providing policy and security information to the Agency personnel who work with the Juveniles, as needed.
- f. Providing workers' compensation insurance for each Juvenile.
- g. Responding on-site, as requested by the Agency to address Juvenile issues, handle uncooperative Juveniles or otherwise assist the Agency with controlling and managing Juveniles.

4. 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 by the County that are directly related to the Agency's use of Juveniles. If the incurred claims cost attributable to Juveniles 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 Juveniles 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 Juveniles 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 Juveniles, 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, including but not limited to Title 6, Chapter 9, Idaho Code.

- 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.

Agency: City of Meridian Parks and Recreation

c/o: Roger Norberg

33 E. Broadway Ave.

Meridian, ID 83642

Ada 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, are hereby superseded and of no force and effect.
- n. **Signor Authority.** Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement 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 Agreement 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: _____
Thomas Dayley, Commissioner

ATTEST:

Trent Tripple, Ada County Clerk

DATED this _____ day of _____, 20____.

Agency

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/emailed to:
- Ada County Juvenile Services
6300 W. Denton St
Boise, Idaho 83704
Email: abelveal@adacounty.id.gov
- And to:
- Ada County Risk Management
Email: risk@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).

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

ACJS COMMUNITY SERVICE PROGRAM REQUIREMENTS **FOR SUPERVISING PERSONNEL**

1. Juveniles 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. Juveniles may not perform tasks with other non-Juveniles, unless under adult supervision, which requires that Juvenile remain in supervisor's line of sight at all times.
3. Juveniles may not drive Agency vehicles of any type.
4. Juveniles are not to perform any tasks involving the direct use of heavy machinery. If you have any questions about machinery that Juveniles can use, discuss with ACJS first.
5. All Juvenile services must be performed on the ground. Juveniles are not permitted to perform any labor above ground level through the use of a ladder or other lift equipment.
6. Immediately contact ACJS if any Juvenile causes disruption, fails to cooperate, or leaves the work site without permission.
7. Immediately report all Juvenile injuries to the ACJS, both verbally and in writing.
8. Juveniles cannot work outside the boundaries of Ada County, unless prior authorization is received from the ACJS.
9. Juveniles are entitled to a safe, non-hostile work environment, in accordance with applicable laws.
10. Juveniles are entitled to file written complaints about the Agency, work assigned, etc. Any such complaint must be submitted to the ACJS within one (1) business day of receipt.
11. Juveniles 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 ACJS, as soon as possible.