

AGREEMENT BETWEEN THE
LAKE COUNTY SHERIFF'S DEPARTMENT
AND
THE LAKE COUNTY PUBLIC WORKS DEPARTMENT

WITNESSETH

This Agreement is made and entered into this 15th day of July, 2017 by and between the Lake County Sheriff's Department, hereinafter referred to as "Sheriff's Department" and the Lake County Public Works Department, hereinafter referred to as "Public Works Department".

WHEREAS, the Public Works Department has requested that the Sheriff's Department assign County Jail inmates to perform certain bridge and roadside maintenance work; and

WHEREAS, the Sheriff's Department desires to assign inmates as requested subject to the terms and conditions contained in this agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Sheriff's Department may assign a crew consisting of between four and twelve inmates from the County Jail to the Public Works Department. A minimum daily crew may consist of four (4) inmates. The inmate crew from the County Jail shall be assigned to the Public Works Department to perform manual, unskilled labor on County maintained roads and bridges which will improve or preserve its appearance or function, including but not limited to litter pick up, weed removal, brush clearing, fire break clearing, plant re-establishment, minor replanting of dead or damaged vegetation, crack sealing and bridge maintenance. The inmates shall be assigned, as provided in this paragraph, at time agreeable to both the Sheriff's Department and Public Works Department during the term of this contract, excluding holidays to which County personnel are entitled.
2. The Public Works Department shall specify the work to be done, its location, and the manner of performing it. The inmates shall be under the direction and control of assigned Public Works Department employees who shall remain on site to supervise the inmates.
3. The Public Works Department, at its own expense, shall provide:
 - a. Training to the inmates in the use of all tools (including mechanical and power tools) which the inmates will be allowed or required to use in performing work under this agreement;
 - b. Necessary safety instructions;
 - c. All necessary safety equipment to enable the inmates to perform the tasks they are required to perform, including but not limited to, warning signs, hard hats, orange vests, rain gear and rain boots; other equipment deemed necessary shall be furnished upon approval of the Public Works Department.

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- d. All traffic control that may be necessary in connection with the work being performed, or to be performed by the inmates; and
 - e. All transportation which may be necessary to enable the inmates to get to the work site from the County Jail and to return from the work site to the Jail.
4. The Public Works Department shall pay the Sheriff's Department based on the schedule in attachment A for the inmates provided under this agreement.
- a. The County shall provide workers' compensation medical benefits coverage for the inmates. These obligations are separately funded outside of the financial limits of this agreement.
 - b. The payment required to be made pursuant to the provisions of this Agreement shall be as follows:
 - i. The total annual amount payable by the Public Works Department shall not exceed \$60,000.
 - ii. The Sheriff's Department will submit quarterly billings to the Public Works Department.
 - iii. The Public Works Department may document the number of inmates provided daily.
5. This Agreement may be modified by a written amendment hereto, executed by both parties hereto.
6. This Agreement shall continue in full force and effect until terminated as hereinafter provided, but shall be re-negotiated no less than every five years.
7. This Agreement may be terminated by either party hereto by giving the other party thirty (30) days written notice of its intention to terminate same. The Director of Public Works Department and the Sheriff are authorized to give said notice of termination on behalf of the Public Works Department and the Sheriff's Department.

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Executed at Lakeport, California, on the day and year first written above.


COUNTY OF LAKE

Jeff Smith , Chairman
Board of Supervisors



Scott DeLeon
Public Works Director

ATTEST: Carol J. Huchingson
Clerk of the Board of Supervisors



Brian L. Martin
Sheriff/Coroner

By: _____

APPROVED AS TO FORM:



Anita Grant
County Counsel

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ATTACHMENT A

The following is based on 4 inmate workers per day, for an 8 hour shift, 5 days per week

$4 \times 8 \text{ hrs} \times 5 \text{ days} = 160 \text{ hours per week} \times 52 \text{ weeks} = 8,320 \text{ hours} / 12 \text{ months} = 690 \text{ per month}$

$690 \text{ hours per month} \times 3 = 2,070 \text{ hours per quarter} = \$15,000/\text{quarter}$

$3 \times 8 \text{ hrs} \times 5 \text{ days} = 120 \text{ hours per week} \times 52 \text{ weeks} = 6,240 \text{ hours} / 12 \text{ months} = 520 \text{ per month}$

$520 \text{ hours per month} \times 3 = 1,560 \text{ per quarter} = \$12,000/\text{quarter}$

$2 \times 8 \text{ hrs} \times 5 \text{ days} = 80 \text{ hours per weeks} \times 52 \text{ weeks} = 4,160 \text{ hours} / 12 \text{ months} = 345 \text{ per month}$

$345 \text{ hours per month} \times 3 = 1,035 \text{ per quarter} = \$9,000/\text{quarter}$

Amounts less than 1,035 per quarter will be charged a minimum of \$6,000/quarter

If the inmate count increases, allowing additional workers to be assigned, the agreement may be reviewed for an increase in costs.