

Memorandum of Understanding
Between the Washoe County Sheriff's Office and
The City of Sparks

Duration - This MOU shall commence upon Sparks City Council approval and notification of funding from the City of Sparks to Washoe County Sheriff's Office. The MOU may renew each year upon written notice on or about April 15 of each year from the City of Sparks to Washoe County Sheriff's Office. Either party, may terminate its participation in this MOU upon 90 days written notice.

The Washoe County Sheriff's Office shall provide inmate labor for the Work Project commencing on July 1, 2017 through June 30, 2018 and upon notice of renewal for the next fiscal year until terminated by either party.

Project Description -

It has long been the practice of the Sheriff's Office to provide inmate labor back to the community. This program provides a means for offenders to pay back society in a way that makes an impression on them. It also helps keep our parks and other outside amenities in decent repair.

To better serve and honor our commitment to assisting the City of Sparks with cleanups, weed removal, illegal dump sites and routine park maintenance, The Sheriff's Office will provide a dedicated crew consisting of at least one (1) Inmate Work Program Leader ("IWPL") and at least three (3) to six (6) workers to be assigned to City projects.

In case of an emergency including but not limited to fire, snow, extreme rain, crime, facility lockdown, or sick/vacation leave of the IWPL, the work crew may be pulled to assist Washoe County.

The IWPL position is responsible for supervising inmate workers both inside and outside the detention facility. The WCSO Crew Leader will be responsible for transporting members of the labor force to the job sites agreed upon by both parties.

Project Goals -

- Improve the appearance of areas that have been neglected, abandoned, vandalized and/or misused.
- Improve these areas so that our community members feel safe and comfortable utilizing parks, neighborhoods and community use areas.
- Strengthen the community ties of those involved in the cleanup

Responsibilities - In carrying out the Project, each party shall have the following responsibilities:

The WCSO will provide vests, clothing, some tools, safety equipment and training to the work crew. (Gloves, safety equipment, rain gear, and boots.)

Work assignments requiring large quantities of supplies, such as trash bags, dumpsters, special tools and/or equipment must be provided by the City of Sparks.

Transportation

In accordance with a mutually agreed upon schedule between the City of Sparks and the Sheriff's Office, the participants will be picked up and returned to the designated location by a Sheriff's Office Work Crew Leader. Unless otherwise agreed upon, the SO Crew will arrive no later than 6:30am, to pick up community service

workers/inmate workers. In the event we will not be able to perform work assignment on a regularly scheduled day, we will make notification as soon as possible to the City of Sparks.

The transportation vehicle will have a sufficient number of seat belts to secure each participant being transported.

Restrictions

City of Sparks acknowledges that the Participants are not allowed to:

1. Possess or use any alcoholic beverages or illegal drugs.
2. Conduct any personal business or have contact, by person or by telephone, with anyone other than the authorized employees of the supervising agency or members of the Washoe County Sheriff's Office without prior approval from their direct supervisor.
3. Operate any motor vehicle.
4. Accept gifts or loans of money or any other property.
5. Receive any mail or deliveries at the work place.
6. Perform cleanups along the highway or extremely congested/dangerous street.
7. Carry pagers or cellular telephones unless approved by SCWP.

Participants are under direct supervision of the Washoe County Sheriff's Work Crew Leader at all times. The Work Crew Leader must have direct line of sight on all inmate workers and routine roll calls must be held throughout the day. The Washoe County Sheriff's Office has a right to refuse work assignments, which could put participants in harm's way and/or deemed dangerous or unsafe.

Injuries or Illness

Pursuant to NRS 616.270, workers are considered employees of both Washoe County and the City of Sparks. The City of Sparks, while actively supervising the work, is responsible for any and all costs relating to a workers' compensation claim of a worker. This is for workers' compensation purposes only (Ontario vs. Las Vegas Convention Services).

The City of Sparks will agree to provide workers' compensation insurance to the SCWP, if the participant is under the direct supervision of City of Sparks. City of Sparks will provide the Sheriff's Office with a certificate of workers' compensation insurance coverage, or if self-insured, a letter indicating City of Sparks will provide said coverage.

In the event a worker becomes ill or is injured, the work crew leader will be required to assess the situation and follow prescribed procedures of their agency in acquiring the appropriate medical attention. The immediate supervisor will be required to complete all documentation required by their respective agency. The worker should be transported to the appropriate Managed Care Provider and should be covered under the supervising agency's insurance/workers' compensation plan. Notification must be made of the injury immediately, and written documentation of any illness or injury must be completed with a copy forwarded to the Sheriff's Community Work Program within two (2) business days.

If an ambulance transports the injured worker, the contracted hospital for the City of Sparks's Managed Care Provider will be utilized, i.e., if the injured worker is being supervised by a WCSO inmate work leader, St. Mary's Hospital will be utilized and/or the injured worker will be referred to the Nevada Occupational Health Clinic. Site Supervisors are required to know prescribed worker compensation protocol for their Managed Care Providers as prescribed by their employer.

Liability

The City of Sparks, while supervising the worker, is responsible for any and all liability arising from the actions of the worker. Washoe County, while supervising the worker, is responsible for any and all liability arising from the actions of the worker.

Subject to the limitations of Chapter 41 of NRS and any other applicable laws, and without waiving its statutory protections, the parties agree that each is responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act by any of that party's employees, agents, or servants in connection with the performance of this Agreement.

The parties further agree to the extent allowed by law pursuant to Nevada Revised Statute chapter 41, to hold harmless, indemnify, and defend each other from any and all losses, liabilities, or expenses of any nature to the person or property of another to which each may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors, or omissions on the part of the employees, agents, or servants of the others.

Compensation to Washoe County-

Fulltime Position

First Year this will increase each year	W GG	Group Insurance	8,030.40
Fulltime Inmate Work Program Leader		Base Salaries	43,101.36
		Retirement	11,098.08
		Total	\$62,855.52

The Washoe County Sheriff's Office on or before March 15 of each subsequent contract year will provide the City of Sparks costs for the fulltime position of the Inmate Work Program Leader. The City of Sparks will have provide notice of renewal or non-renewal within thirty days of receiving the IWPL costs.

Acceptance by Agencies

This MOU shall be governed by and construed in accordance with the laws of the State of Nevada in effect at time of signature.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

CITY OF SPARKS

MAYOR

ATTEST:

SPARKS CITY CLERK

APPROVED AS TO FORM:

SPARKS CITY ATTORNEY

WASHOE COUNTY SHERIFF'S OFFICE

Chuck Allen

SHERIFF

APPROVED AS TO FORM:

[Signature]

CHAIR, WASHOE COUNTY COMMISSION

ATTEST:

Jan Balasini Chief Deputy for

WASHOE COUNTY CLERK *Nancy Parent*

