

Contra Costa County
Work Release Program
Agreement for Placement of Workers

This Agreement, dated 7/1/2018 ("Effective Date"), is between Contra Costa County, a political subdivision of the State of California ("County"), on behalf of the Office of the Sheriff-Coroner ("Sheriff"), and the following named contractor:

Name of Contractor: City of San Pablo ("Contractor")

Contractor's Address: 13831 San Pablo Ave
San Pablo, CA 94806

Contact Person: Daniel Gomez

Phone number: 510-215-3077

Cell number: 510-224-3113

Fax number: 510-215-3011

RECITALS

- A. The Contra Costa County Board of Supervisors authorized the Sheriff to create a voluntary program whereby a person committed to the County correctional facility can participate in a work release program ("Participant"). Government Code Section 4024.2.
- B. The Sheriff administers a work release program called Work Alternative Program ("SWAP") that places Participants with a contractor in lieu of confinement.
- C. Contractor wants to hire Participants.

AGREEMENT

1. Term:

The effective date of this contract is 7/1/18 and will terminate on 6/30/2020 unless terminated by either party at their discretion, upon receiving thirty days written notice of the desire to terminate the contract.

2. County's Obligations: County agrees to the following:

- a. County's placement of Participants with Contractor is at the discretion of the County and is subject to availability of Participants, available work assignments and the ability of Contractor to administer and control the work .

- b. County will provide Contractor with a current and complete copy of SWAP rules.

3. Contractor's Obligations:

- a. Contractor and County will mutually agree upon the number of Participants that will work for Contractor.
- b. Contractor will provide County with the dates that the Participants will work.
- c. Contractor will accept the Participants provided by County.
- d. Contractor will ensure that Participants comply with SWAP rules.
- e. Contractor will provide transportation for the Participants, this includes picking up and returning Participants to a location that County and Contractor agree upon.
- f. Upon placement of Participants with Contractor, the work of the Participants will be under the direct supervision and control of Contractor and will not be under the supervision or control of the County.
- g. Contractor will ensure the work, supervision, and treatment of the Participants shall in all ways conform to applicable law, including but not limited to, California Penal Code Sections 4024.2 and 4024.3.
- h. Contractor will submit a report to County detailing the type of manual labor performed by Participant. Contractor must receive prior approval from County before Participant starts his/her assigned work. Contractor will email, fax, or mail such documentation to the Case Manager at SWAP in a timely manner.

Custody Alternative Facility
1011 Las Juntas, Martinez, CA 94553
Fax (925) 313-4290
Phone (925) 313-4251
Phone (925) 313-4260
CAF-WAP@SO.CCCOUNTY.US

- i. Equipment operations will be performed only by qualified Contractor employees with the exception of small power equipment such as weed trimmers, power lawn mowers and hedge trimmers. Participants must demonstrate proficiency with such tools to the satisfaction of Contractor before being allowed to operate said tools. Contractor will provide safety instructions, explain the work to be done, and direct the work of Participants placed under this Agreement.
- j. Contractor will provide Participants with the appropriate personal protective safety equipment and task-specific safety instructions. Contractor will explain the task to be performed and will directly supervise the Participant in the performance of the task(s).
- k. Contractor will not physically prevent Participants from leaving the work site. Contractor will contact the appropriate case manager at SWAP and provide them

with the name of the worker who: (1) left early; (2) failed to appear; or (3) violated any SWAP rules. In an emergency situation, Contractor will call the local police agency for immediate assistance.

l. Contractor will not use the name of the County, its officers, directors, employees or agents in advertising or publicity releases or otherwise.

m. Contractor will provide adequate restroom facilities and adhere to California Labor Code 512 for Participants.

4. Compliance with the Law:

Contractor is subject to and must comply with all applicable federal, state and local laws and regulations with respect to this Contract including all provisions of the California Occupational Safety and Health Act and all amendments thereto.

5. Conformance with Federal and State Regulations and Laws:

Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

6. Independent Contractor Status:

Contractor is acting as an independent contractor and will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.

7. Indemnification:

Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

8. Insurance:

During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements:

- a. **Commercial General Liability Insurance.** Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract.
- b. **Workers' Compensation.** Participants are the employees under the sole direction and exclusive control of Contractor. Contractor shall provide and maintain Workers Compensation coverage for Participants assigned to work for Contractor.
- c. **Certificate of Insurance.** Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide County with a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide County with the notice as required by the preceding sentence is a default under this Contract

Signatures:

Office of the Sheriff's Office

Contractor

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____