

CITYWIDE CLEANUP AND BEAUTIFICATION AGREEMENT

This Agreement is made and entered into the 13 day of September 2021, (“execution date”) by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as COUNTY [on the County’s behalf, this agreement will be administered and operated through the Humboldt County Sheriff’s Office (HCSO)], and the City of Eureka, hereinafter referred to as CITY, a municipal corporation located in Humboldt County, California 95501.

RECITALS

WHEREAS, as HCSO operates the Sheriff’s Work Alternative Program (SWAP) consisting of two programs where qualified offenders may, under the supervision of Sheriff’s staff, be assigned to a variety of manual labor work projects including brush removal, landscaping, wood cutting, painting, carpentry, and/or caring for cattle and hogs at the County Farm. These programs allow individuals to serve out their sentence in a productive manner that also benefits the community;

WHEREAS, the CITY is engaged in various city-wide clean-up and beautification projects for the community of Eureka and desires to engage the services provided under the Sheriff’s SWAP program toward those clean-up and beautification projects;

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

AGREEMENT

The Humboldt County Sheriff’s Work Alternative Program (SWAP) will provide 1,664 SWAP participant work crew hours per contract year to work on various citywide cleanup and beautification projects. Dependent upon staffing, SWAP will provide these hours with one of the below work schedules or a combination of them to meet the contracted number of hours.

- One officer and one eight (8) person work crew one day every other week
- One officer and one four (4) person work crew two days every other week
- One officer and one four (4) person work crew one day every week

The CITY shall pay COUNTY as compensation in full for such services at standard rates and charges a total amount up to, but not to exceed Nineteen Thousand Six Hundred Fifty-Two and 00/100 dollars (\$19,652.00). Sheriff’s Business Office will invoice the CITY quarterly for payments of Four Thousand Nine Hundred Thirteen and 00/100 dollars (\$4,913.00) payable within fifteen (15) days of receipt of invoice.

Supervision of the work crew will be done by the Sheriff’s Office personnel with the CITY providing a staff member to act in the capacity of Project Manager.

In addition to the above costs, the CITY will purchase tools in an amount not to exceed Four Thousand Dollars (\$4,000.00) total for all projects each contract year. These tools will remain the property of the CITY and will be held by COUNTY for use only on CITY projects. At the end of each contract year, the tools will become the property of COUNTY. COUNTY will be responsible for

maintenance and up-keep of the tools for the duration of this Agreement.

The CITY will provide law enforcement presence during any abatement/cleanup projects, upon the request of a SWAP Officer.

The CITY shall be solely responsible for all required permits needed for any applicable project.

The COUNTY shall provide transportation for the crew and on-site restroom facilities.

1. TERM

The term of this Agreement will be one (1) year from the date of execution. This Agreement will expire one (1) year from the execution date. This Agreement may be extended for an additional one (1) year term upon the written consent of both parties. Cost increases associated with the extension, such as salary, fuel, insurance, and food, will be reflected in the compensation to COUNTY for the second term and shall be agreed to by both parties. The purchase of new equipment will be agreed upon by both parties prior to any agreement extension. The extension may be entered into by Sheriff on behalf of COUNTY.

2. INSURANCE REQUIREMENTS

The COUNTY will provide Worker's Compensation insurance for their employees and members of the work crew.

3. PUBLICITY

Any press releases related to this Agreement will be upon mutual agreement of both parties.

4. ASSIGNMENT

Neither party shall assign its obligations under this Agreement without the prior written consent of the other.

5. NON-DISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, CITY/COUNTY shall not unlawfully discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

6. ENTIRETY OF AGREEMENT

This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

7. AMENDMENT

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

8. TERMINATION FOR CAUSE

If, in the opinion of COUNTY, the CITY fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice pursuant to Section 10.

If, in the opinion of CITY, COUNTY fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, CITY may terminate this Agreement immediately, upon notice pursuant to Section 10.

9. TERMINATION FOR CONVENIENCE

At any time and for any reason, CITY/COUNTY may terminate this Agreement upon thirty (30) days' written notice to CITY/COUNTY pursuant to Section 10.

10. NOTICES

Notices shall be given to COUNTY at the following address:

Humboldt County Sheriff's Office
Attn: Lee Myers, SWAP Sergeant
Sheriff's Work Alternative Program
826 Fourth Street
Eureka, California 95501

Notices shall be given to CITY at the following address:

City of Eureka
Attn: Jeff Raimey, Community Services Director
531 K Street
Eureka, California 95501

Notice shall be in writing and may be given by delivering a copy of said notice to COUNTY or CITY personally, or by mailing a copy of said notice to COUNTY or CITY. If mailed, notices shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CITY certifies by its signature below that CITY is not a Nuclear Weapons Contractor, in that CITY is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CITY agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CITY becomes a nuclear weapons contractor.

12. COMPLIANCE WITH APPLICABLE LAWS

CITY agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CITY further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

13. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

14. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

15. NO WAIVER

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

16. HOLD HARMLESS

A. CITY shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which have been determined by a court of law to have been caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with CITY duties and obligations under this Agreement and any amendments hereto.

B. COUNTY shall indemnify, defend and hold harmless CITY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which have been determined by a court of law to have been caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY'S duties and obligations under this Agreement and any amendments hereto.

C. Notwithstanding Paragraphs a and b, in the event that CITY and COUNTY are both held to be, by a court of law, negligently or willfully responsible, CITY and COUNTY will bear their proportionate share of liability as determined in any such proceeding. Each side will bear their own costs and attorney fees.

D. Acceptance of insurance, if required by this Agreement, does not relieve CITY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CITY's operations regardless if any insurance are applicable or not.

17. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

COUNTY OF HUMBOLDT:

BY: _____ DATE: _____
William F. Honsal
Sheriff

Approved as to Indemnity:

By:  _____
Risk Manager, County of Humboldt

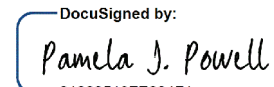
CITY OF EUREKA:

BY:  _____
FF61475F9A1C4B0...
Miles Slattery
City Manager

Approved to as to Form:

By:  _____
4667A70A012D461...
Martha E. Rice
Deputy City Attorney

Attest:

By:  _____
31893519FE884F1...
Pamela J. Powell
City Clerk

DATE: _____