

**MEMORANDUM OF AGREEMENT
FOR
ALBEMARLE ENTRANCE CORRIDOR BEAUTIFICATION PROGRAM**

- 1. PARTIES TO THIS AGREEMENT:** This Agreement is by and between the County of Albemarle, Virginia, hereinafter referred to as “the County”; and the Albemarle-Charlottesville Regional Jail Authority, hereinafter referred to as “the Jail”.
- 2. DESCRIPTION AND LIMITS OF PROJECT:** This Agreement is for the use of offender labor crews for roadside beautification within and along designated entrance corridors in Albemarle County (hereinafter, the “Program”). Offender labor crews will be used for appropriate operations during favorable conditions. A minimum of one work crew will be involved with the Program. Additional crew(s) may be added to meet area needs, upon the agreement of both parties. The parties will jointly address other factors which may contribute to actual usage, such as Executive Orders, Department directives affecting changes in funding allocated for providing the services, inclement weather, and lock-downs.
- 3. LEGAL AUTHORITY:** This Agreement is authorized and governed by §§ 53.1-128 through 53.1-131 of the *Code of Virginia*, as amended.
- 4. CONSIDERATION:** The County will pay the Jail \$45.00 per hour for each Jail Officer supervising offender labor crew(s) under this Agreement.
- 5. WORK SCHEDULES:** Though offender labor crews will typically work on Saturdays and/or Sundays from 7:00 a.m. to 3:00 p.m., the Jail coordinator will have the ultimate responsibility for establishing crews’ working hours and schedule, in coordination with the responsible County official(s).
- 6. SOVEREIGN IMMUNITY:** Nothing herein shall be construed as a waiver of the sovereign immunity of either the County of Albemarle or the Jail, which is expressly reserved.

GENERAL RESPONSIBILITIES:

- I. The responsibilities of the Jail under this Agreement are:
 - a. To transport the offender labor crew(s) and its supervisory staff to and from assigned work sites, at the Jail’s expense.
 - b. To provide approved signage and warning devices in accordance with the Manual of Uniform Traffic Control Devices and Virginia Work Area Protection Manual.

- c. To provide adequate Personal Protective Equipment (PPE) to allow offender labor crews to safely perform assigned tasks. Safety attire will meet the requirements of the Virginia Work Area Protection Manual.
- d. To maintain and provide any and all equipment for completing any maintenance and labor tasks under this Agreement.
- e. To provide all meals and beverages to the Officers and offender labor crews under this Program, at the Jail's expense.
- f. To staff each offender labor crew with at least one Correction Officer to supervise the tasks and transportation of each offender labor crew. Correction Officers will wear Jail-designated uniforms, firearms, and safety equipment at all times.
- g. During any hours designated as billable to the County under this Agreement, the offender labor crews shall operate only within and along designated entrances corridors in Albemarle County.
- h. To coordinate worksites and crew(s) with designated County representative(s) prior to starting work. The Jail shall provide the County with at least 48 hours' advance notice of any intended work.
- i. To ensure that all trash, litter and/or refuse collected by offender labor crews is properly disposed.
- j. To provide accurate daily documentation of the names, hours, and locations worked by each offender labor crew. All documentation must be verified by an authorized representative of the County's Facilities and Environmental Services Department. Any invoices for payment must include all documentation for the hours worked and shall be submitted to the County no more than once a month for payment.
- k. To pay all officers' wages relating to this Agreement and to carry any necessary Worker's Compensation insurance coverage.
- l. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits and demands and expenses of all kinds that

may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents or subcontractors, in the performance or omission of any actor responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

- m. To assign an Officer to supervise and coordinate the Program, and to act as a liaison with the County under this Agreement.
- n. To inform the County of any change(s) in planned operations, including any early cessation of work.
- o. To screen and select appropriate offenders for work crew(s) participating in this Program.

II. The responsibilities of the County under this Agreement are:

- a. Upon receipt of completed documentation, to compensate the Jail \$45.00 per hour for each Jail Officer supervising an offender labor crew under this Program.
- b. To ensure that approved invoices from the Jail are processed in a timely manner for payment within 30 days.

SIGNATURES: The parties hereto agree to abide by all the provisions of this Agreement.

IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed on the date(s) indicated below.

COUNTY OF ALBEMARLE	ALBEMARLE – CHARLOTTESVILLE REGIONAL JAIL AUTHORITY
BY: _	BY: <i>Marta Krumm</i>
TITLE: _	TITLE: <i>Superintendent</i>
DATE: _	DATE: <i>9/6/17</i>
SIGNATURE OF WITNESS: _	SIGNATURE OF WITNESS: <i>[Signature]</i>
DATE: _	DATE: <i>9/6/17</i>