

**Human Resource Agreement
Between
State of Idaho, Department of Correction
And
Idaho Department of Lands**

This Human Resource Agreement No. 611.02.01.001, entered into by and between the state of Idaho Department of Correction, hereinafter referred to as "IDOC", and the Idaho Department of Lands, hereinafter referred to as "Lands"; under the provisions of Section 20-245, Idaho Code; and/or Section 20-410, Idaho Code (as amended 1980); and/or Section 20-413, Idaho Code; and/or Section 38-104, Idaho Code; and/or the Idaho Cooperative Fire Protection and Stafford Act Response Agreement.

WHEREAS, Section 20-245, Idaho Code, grants the Board of Correction "the authority to use, under such rules and regulations as they may prescribe, the labor of convicts either within or without the walls of the penitentiary and all public works done under the direct control of the state"; and/or

WHEREAS, Section 20-410, Idaho Code, authorizes the Board of Correction to "enter into contracts or cooperative agreements with any public agency, state or federal, for the performance of conservation projects which are appropriate and under conditions consistent with policies established by the board." and/or

WHEREAS, Section 20-413, Idaho Code, authorizes the Board of Correction "to cause the inmates to be employed in the rendering of such services and in the production and manufacture of such articles, materials and supplies as may hereafter be needed by any public institution or agency of the state or any political subdivision thereof."; and/or

WHEREAS, Section 38-104, Idaho Code, authorizes the "director of the Department of Lands, in executing the provisions of this chapter, insofar as it relates to privately owned forest or range land, shall have authority to cooperate with federal, county, state, municipal, and private agencies"; and

WHEREAS, the State has established, maintains, and operates a Department of Correction;

WHEREAS, the State desires to participate in project programs as a means of providing healthful, wholesome, and educational outdoor activity, valuable job training and development programs for State offenders;

WHEREAS, the Director of the Department of Correction is the designated agent of the Board of Correction for entering into work projects with governmental and nonprofit agencies;

WHEREAS, it is to the mutual benefit of the State and agencies to assist and cooperate in a program of constructive work in such ways as will contribute to the public welfare;

NOW, THEREFORE, in consideration of these premises, the parties hereto agree as follows:

A. The IDOC shall:

1. Furnish offenders from the Idaho Department of Correction appropriately trained, clothed and equipped to perform project work, fire suppression, and prescribed burns. Offenders will be selected by a screening process, conducted by the IDOC, which will address the offender's suitability and capability for project work, fire suppression, and prescribed burns.

Excluding emergencies, and in conjunction with prior training or other project commitments, make offender project crews available Monday through Sunday, not to exceed 10 hours per day or 50 hours per week

including travel time, or as otherwise provided in the project work and financial plan: Fires and burns fall under emergency situations, and hours per day on fires and burns will be dictated by the Incident Commander.

2. Provide all necessary medical attention, including first aid, on the work projects, fire suppression, and prescribed burns, and shall provide Lands written instructions outlining the procedure that the IDOC desires to have followed in case of serious injury or illness of offenders while on work projects, fire suppression, and prescribed burns.
3. Be responsible for the offenders' housing, feeding, clothing and transportation to and from work sites unless otherwise stipulated in the work and financial plans.
4. Be responsible for meeting all legal requirements for transporting and housing inmates within the state of Idaho and within other states, including meeting Federal Aviation Administration (FAA) regulations and requirements.
5. When necessary and agreed upon with Lands, provide equipment for use on projects, fire suppression, and prescribed burns on a reimbursable basis. Types of equipment and reimbursement rates are to be agreed upon in the project work and financial plans.
6. Bill Lands for services, tools, and equipment at billing intervals and at use rates as established in the project work and financial plans, itemizing costs for payment. Invoices with supporting documentation are submitted to:

For South Idaho Correctional Institution Idaho Department of Lands
Southwest Idaho Supervisory Area 8355 West State Street
Boise, ID 83714
Telephone: 208-334-3488
Contact: Georgia Cowan, Administrative Assistant

For Idaho Correctional Institution – Orofino
Idaho Department of Lands
Clearwater Supervisory Area 10230 Highway 12
Orofino, ID 83544
Telephone: 208-476-4587
Contact: Monica Hagen, Administrative Assistant

For St. Anthony Work Camp Idaho Department of Lands Eastern Idaho Supervisory Area 3563 Ryrrie Highway
Idaho Falls, ID 83401
Telephone: 208-525-7167
Contact: Justin Kidd, Fire Services Coordinator

7. At all times, have full jurisdiction and custody over and be responsible for supervision, discipline, and control of offenders assigned to Lands under this agreement; and shall provide the necessary security personnel to accompany crews while on work projects, fire suppression, and prescribed burns.
8. Instruct IDOC supervisors that they shall receive from Lands a copy of the approved work plans and the name of the supervisor under whose technical direction the work is to be done.
9. In connection with the performance of work under this agreement, not discriminate against any offender because of age, sex, race, religion, color, or national origin.

10. Instruct, on applicable IDOC policies, Lands personnel who are providing technical assistance to the offenders. Copies of these policies shall be furnished to Lands.
11. Provide Lands with the name of the IDOC work project Liaison Officer who is qualified and experienced to assist and provide technical direction to the offenders.
12. Provide the interagency Dispatch the name and contact information for the IDOC Officer in the event they need to be contacted while in transit to an assignment.

B. Idaho Department of Lands shall:

1. Assign fully qualified and experienced supervisors to provide the technical direction for IDOC work supervisors on all projects undertaken within terms of this agreement. These supervisors shall give specific directions as to what and how project work, fire suppression, and prescribed burns are to be implemented; provide technical advice; make necessary corrections or changes in project design; give final approval of project work, fire suppression, and prescribed burns before crews proceed to the next job; assure that crews are working in a safe manner using tools correctly; and conduct and document safety meetings with crews.


In the event the work crews do not produce the required amount of work, work is not done to approved work plan standards, or work crews do not work in a safe manner, the supervisor shall advise the IDOC Liaison Officer of such defects in performance, in writing, as soon as possible.

2. Inform Lands' personnel that they shall not mail or deliver notes or packages for offenders, barter, gamble, or furnish money, alcohol, drugs, or tangible goods of any kind to any offender or IDOC employee, nor furnish any other item or substance prohibited by the IDOC.
3. Prepare annually, as of December 31, a report of offender accomplishments of projects during the previous fiscal year, and furnish a copy of the report to the IDOC Liaison Officer.
4. Provide all essential tools, equipment, and materials to conduct the project work, fire suppression, and prescribed burns to be performed by the offenders, except when agreed upon in advance that the IDOC will furnish all or part of the tools, equipment, and material for specified projects.
5. Pay the IDOC, upon completion of projects, fire suppression, and prescribed burns, in accordance with rates established in the work and financial plan.
6. Provide the IDOC, on a reimbursement basis, any emergency medical transportation for use by injured offenders that is generally available on assigned work projects, fire suppression, and prescribed burns to employees.
7. Provide the IDOC with the name of the project work, fire suppression, and prescribed burns coordinator for Lands.
8. If permitted by law, Lands shall indemnify, defend and hold harmless the IDOC and its officers, employees and agents from and against any and all liability, claims, damages, losses, expenses or actions, including reasonable attorneys' fees and costs caused by or arising out of or relating to the activities of Lands or its officers, employees, subcontractors, or agents under this contract or arising from the failure of Lands, its officers, employees, subcontractors, or agents to comply with any applicable State, federal or local law, statute, rule, regulation or act. This duty to indemnify, defend and hold harmless shall encompass any claims which include or allege negligence of Lands, its agents, officers or employees other than claims which arise solely out of negligence on the part of the IDOC, and this duty shall survive the termination or expiration of this contract.

C. It is mutually agreed that:

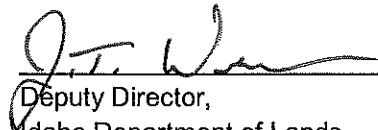
1. The IDOC and Lands will prepare work and financial plans prior to the start of the work project.
2. Work to be performed shall be based on the needs of Lands. The category shall be within reimbursable project work, fire suppression, and prescribed burns unless the IDOC agrees to a non-reimbursable project.
3. The IDOC and Lands shall maintain all items, such as tools and vehicles which they each furnish, in a safe and workable condition.
4. Any facilities or land resources that are constructed, developed, or improved under this agreement shall remain the property of Lands. This will include any items that may be prefabricated "off-site" for future installation.
5. Lands personnel shall submit progress reports or evaluations for those offenders under their technical administration upon request by the IDOC.
6. Offenders placed under this program are not employees of Lands, or the IDOC, for the purpose of laws administered by the Office of Personnel Management and are not entitled to any benefits such as insurance, retirement, leave, or Workers' Compensation.
7. Lands shall have no responsibility for payment of any expenses of offenders for which the IDOC has full and exclusive responsibility under this agreement.
8. Allocation of Liability. Each party will be responsible only for liabilities associated with the conduct of its own officials and employees subject to the provisions of the Idaho Tort Claims Act, Idaho Code section 6-901 through 6-929. Each party shall promptly notify the other part of any claim arising under this Contract and shall cooperate fully with the defending party or its representatives in the defense of such claim. The parties acknowledge that both parties participate in the State of Idaho Risk Program, and any tort liability claim, suite, or loss arising from this Contract shall be allocated in accordance with law by the Office of Risk Management for purposes of the respective loss experiences and subsequent allocation or self-insurance assessments. Each part shall notify the State of Idaho Risk Program in the event it receives notice or has knowledge of any claims arising out of this Contract.
9. Work performed under this agreement shall not displace regular employees, impair contracts for services in existence during the life of this agreement, or compete with free labor or other human resource programs in the production of goods and services.
10. Nothing in this agreement shall be construed as obligating Lands, or the IDOC, in any obligations for the future payments of money in excess of appropriations authorized by law and made available for this work.
11. No member of, or delegate to, Lands shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall be construed to extend to this agreement if made with a corporation for its general benefit.
12. This agreement shall remain in effect for five years for the period from May 1, 2017 through April 30, 2022 effective upon the date of final signature. The agreement may be cancelled by giving thirty days written notice by either party.
13. This contract is made in the state of Idaho, and Idaho law shall govern all aspects of this contract.

IN WITNESS THEREOF, the parties have executed this agreement as of the last due date written below:



Director,
Idaho Department of Correction

07/18/2017
Date



Deputy Director,
Idaho Department of Lands

7/21/17
Date