

RESOLUTION NO. 2071

A RESOLUTION OF THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MARYLAND DEPARTMENT OF CORRECTIONS FOR USE OF INMATE WORK CREWS IN CONJUNCTION WITH CITY FORCES

WHEREAS, the City of Salisbury desires to enter into an agreement with the Maryland Department of Corrections, Poplar Hill Pre-Release Unit, to allow the City to use inmate work crews throughout the City on various projects; and

WHEREAS, the terms and conditions of the proposed agreement are set forth in the attached Memorandum of Understanding (MOU); and

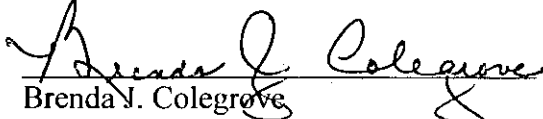
WHEREAS, the City has included \$6,000 in the fiscal year 2012 budget to reimburse the Department of Corrections for the use of the inmate work crews; and

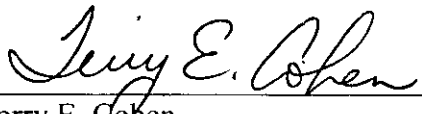
WHEREAS, the MOU shall not be executed until after July 1, 2011.

NOW, THEREFORE, BE IT RESOLVED, that the Salisbury City Council authorizes the Mayor to enter into the aforementioned MOU with the Department of Corrections, Poplar Hill Pre-Release Unit.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on the 11th day of July, 2011 and is to become effectively immediately upon adoption.


ATTEST:


Brenda N. Colegrove
CITY CLERK


Terry E. Cohen
PRESIDENT, CITY COUNCIL

APPROVED BY ME THIS

12th day of July, 2011


James Irton, Jr.
MAYOR, CITY OF SALISBURY

City

*Jessica G.
getting MOU
signed*

Salisbury



2010

7TH DIVISION ST., RM 202
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

PUBLIC WORKS
KESHA GARDNER, P.E.
DIRECTOR

JAMES IRETON, JR.
MAYOR

JOHN R. PICK
CITY ADMINISTRATOR

LORÉ L. CHAMBERS
ASSISTANT CITY ADMINISTRATOR

MEMORANDUM
BETWEEN
THE CITY OF SALISBURY
AND THE MARYLAND DIVISION OF CORRECTION

THIS MEMORANDUM OF UNDERSTANDING is executed in duplicate, made effective this _____ day of _____ 2011 by and between the City of Salisbury, hereinafter called "CITY", and the Maryland Division of Correction, hereinafter called "DOC", specifically, Eastern Correctional Institution/Poplar Hill Pre-Release Unit hereinafter called "PHPRU".

The purpose of this Memorandum of Understanding is to state the terms and conditions under which PHPRU will provide inmate work crews to the CITY and to establish basis for reimbursement provided by the CITY for work crews provided.

WHEREAS, the CITY and DOC recognize that they mutually benefit through the use of inmate work crews; and

WHEREAS, the inmate work crew shall consist of Pre-Release Inmates assigned to the PHPRU; and

WHEREAS, no member of the inmate work crew shall have been convicted of a violent crime, including but not limited to murder, rape, child molestation; and

WHEREAS, the inmate work crew shall perform duties to include general sanitation, grass cutting, weed trimming, residential debris removal and general maintenance; and

WHEREAS, the inmate work crew will consist of six (6) people, paid at a rate of \$4.00 per day per person, work hours shall typically be Monday – Friday, 8:30 am to 4:30 pm, excluding the following holidays: New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, Day After Thanksgiving, Christmas. The total cost to the CITY not to exceed \$6,000.00 annually. Cancellations (excluding weather) by the CITY or the DOC / PHPRU shall be made a minimum of twelve (12) hours in advance of the stated start time.

WHEREAS, this Memorandum of Understanding shall be in effect upon execution by both the City of Salisbury and the Maryland Division of Correction. It may be modified by mutual agreement, and shall continue in force until terminated by either party in writing.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties covenant and agree as follows:

I. The CITY shall:

- A. Supervise the work performed by the inmate work crew but the CITY shall **NOT** be responsible for inmate escapes, walk-offs, etc.
- B. Immediately contact the police and PPHRU if an inmate leaves the work area without CITY authorization
- C. Provide the inmate work crews, two 15 minute breaks and a ½ hour lunch break.
- D. Provide all tools, equipment, foul weather clothing and supplies needed for work crews to perform their duties. Inmates shall also receive training from the CITY for the proper use of all tools and equipment the inmates are required to use, including safety devices.
- E. Adhere to the "Using Agency Orientation and Rules for Supervising Inmates."
- F. Reserve the right to refuse to accept any inmate as part of the work crew for any reason.
- G. Discuss any problems concerning the quality and/or quantity of work performed by inmate crews with PPHRU in order to resolve issues through cooperation between the CITY and PPHRU.
- H. Document days worked on a Daily Labor ticket.
- I. In the event of injury requiring treatment or hospitalization, immediately contact PPHRU and 911-Emergency Services to have the inmate transported to a hospital.

II. The DOC and PPHRU shall:

- A. Transport the inmate work crew to and from the City Service Center, located at the corner of Lake Street and Mack Avenue in Salisbury, Maryland. The inmate work crew shall arrive at the City Service Center by 8:30am and depart by 4:30pm.
- B. Provide lunches for all inmates in the work crew. Lunches shall not require refrigeration.

- C. Be responsible for the cost of all medical care and/or treatment required as a result of injury to an inmate worker.
- D. Provide all CITY personnel, responsible for supervising inmate work crews, with all appropriate orientation, guidance and training classes to oversee the inmate work crews at no cost to the CITY. Training shall include but not be limited to, "Using Agency Orientation and Rules for Supervising Inmates".
- E. Provide the CITY with current pictures and written physical descriptions of each inmate on the work crew for the purpose of supplying the information to law enforcement should the inmate leave the job site without CITY authorization.
- F. Provide the CITY with a list of all criminal activities for which the inmates on the work crew have been convicted.
- G. Provide the CITY with a replacement inmate within twenty-four (24) hours of the CITY's refusal of an inmate.
- H. Agree that inmates shall not be permitted to: have visitors, use cell phones, use pay phones, visit stores or possess tobacco
- I. Prepare and submit to the CITY monthly invoices for reimbursement. The invoices will be based on the number of days worked by the inmates in the previous month and the agreed upon daily rate. City shall have no liability for payroll deductions, taxes or insurance.
- J. Make periodic, unscheduled site visits to observe work crews.
- K. Provide any and all insurance including, but not limited to, liability, workman's comp. and FICA Insurance to cover all inmates on the work crews.

EASTERN CORRECTIONAL INSTITUTION:

ATTEST:

BY:

Name: _____

Kathleen Green
Warden

Date

POPLAR HILL PRE-RELEASE UNIT:

ATTEST:

BY:

Name: _____

Michael King Date

Facility Administrator

CITY:

CITY OF SALISBURY, a

Municipal corporation of
the state of Maryland

ATTEST:

BY:

Name: _____

STATE OF MARYLAND
COUNTY OF WICOMICO

I hereby certify that on this _____ day of _____, 20____, before me the undersigned officer personally appeared, _____, of the State of Maryland, Division of Corrections, Eastern Correctional Institution and on their behalf did acknowledge the foregoing instrument to be the act and deed of said organization.

As witness, I set my hand and official seal.

(SEAL)

Notary Public

My commission expires: _____

STATE OF MARYLAND
COUNTY OF WICOMICO

I hereby certify that on this _____ day of _____, 20____, before me the undersigned officer personally appeared, _____, of the State of Maryland, Division of Corrections, Poplar Hill Pre-Release Unit and on their behalf did acknowledge the foregoing instrument to be the act and deed of said organization.

As witness, I set my hand and official seal.

(SEAL)

Notary Public

My commission expires: _____

STATE OF MARYLAND
COUNTY OF WICOMICO

I hereby certify that on this _____ day of _____, 20____, before me the undersigned officer personally appeared, _____, of the City of Salisbury, a Municipal corporation of the State of Maryland and on his behalf did acknowledge the foregoing instrument to be the act and deed of said corporation.

As witness, I set my hand and official seal.

(SEAL)

Notary Public

My commission expires: _____

City of Salisbury



MARYLAND

Salisbury



2010

125 NORTH DIVISION ST., RM 202
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

PUBLIC WORKS
TERESA GARDNER, P.E.
DIRECTOR

JAMES IRETON, JR.
MAYOR

JOHN R. PICK
CITY ADMINISTRATOR

LORÉ L. CHAMBERS
ASSISTANT CITY ADMINISTRATOR

June 10, 2011

MEMORANDUM

TO: John Pick

FROM: Dallas Baker

SUBJECT: Poplar Hill Pre-Release Unit, Memorandum of Understanding

CC: Teresa Gardner
Dale Pusey
File

Attached for Council consideration is a Resolution authorizing the Mayor to enter into a Memorandum of Understanding (also attached) with the Department of Corrections, Poplar Hill Pre-Release Unit. Salisbury Public Works proposes to utilize inmate work crews for various projects, such as weed pulling, debris removal and general maintenance throughout the City. The cost of the inmate work crew is \$4/day/inmate with an annual maximum of \$6,000 (approximately equal to six (6) full time people for one (1) year). The cost is a significant savings to the City when compared with hiring six full time employees. The proposed FY'12 City budget includes a line item to fund the inmate work crew under the Public Works, Streets Branch, temporary manpower account number 31150-523615.

Please be aware that the Department of Corrections has indicated the State insurance will cover the inmates while performing work for the City and a provision has been provided in the MOU confirming the coverage. However, LGIT offers a Prisoners Endorsement, which provides liability coverage for prisoners while performing activities under the supervision, control and direction of the City of Salisbury. Per LGIT, the limit of liability set forth by the Local Government Tort Claims Act is \$200,000 per individual and \$500,000 per total Claim. This endorsement is subject to LGIT'S Risk Management Guidelines for Prisoners, which is included as part of this endorsement. The annual premium for the endorsement as of July 1, 2011 is \$150 if the City chooses to expand its coverage to provide the additional insurance.

Unless you or the Mayor have further questions, please forward this to the City Council.

This endorsement modifies the coverage provided by the Scope of Coverage to which it is attached as follows:

SCOPE OF COVERAGE PRIMARY LIABILITY PROGRAM

PRISONERS ENDORSEMENT

Subject to the Limit of Liability set forth below, the Trust will pay those sums (in excess of the Deductible Amount, if any, set forth in the Declarations) that Member becomes legally obligated to pay as Damages because of Bodily Injury, Property Damage, Personal Injury or Advertising Injury caused by or attributable to a Prisoner, if, at the time of the Occurrence, the Prisoner is performing an activity for, and under the supervision, control and direction of, Member, provided the activity contains no element of private interest, results in no profit to Member and is performed exclusively for the health, benefit and welfare of the general public.

This endorsement applies only to the following activities for Member

Limit of Liability: With respect to a Claim under Maryland law, the liability of the Trust under this endorsement shall not exceed \$200,000 per an individual Claim and \$500,000 per total Claims that arise from the same Occurrence. This Limit of Liability shall be part of and not in addition to the Limit of Liability set forth in the Scope of Coverage.

The limitation on liability set forth in the Local Government Tort Claims Act may not apply to damages resulting from tortious acts or omissions committed by a Prisoner. Under certain circumstances the coverage provided by this endorsement may not be sufficient to cover in full those sums that Member becomes legally obligated to pay as Damages because of Bodily Injury, Property Damage, Personal Injury or Advertising Injury caused by or attributable to a Prisoner.

For purposes of this endorsement only, Member includes a Prisoner.

This endorsement is subject to the Trust's Risk Management Guidelines for Prisoners which are included as part of this endorsement. Failure to comply with these Risk Management Guidelines may result in the Trust's denying coverage under this endorsement.

Local Government Insurance Trust

Risk Management Guidelines for Prisoners

Administration

1. A statement of policy (formal, written) outlining the procedures governing the establishment of the Prisoner program and the use of Prisoners. This document shall be widely distributed throughout the organization, requiring a signed acknowledgment by existing Prisoners and new Prisoners upon assignment.
2. Description of the procedure by which a person becomes a Prisoner, and how that status is maintained or, alternatively, how that status is terminated, i.e., application form, job description, contract agreement concerning services.
3. Formal written policies in the recruitment, supervision, placement and training of Prisoners.
4. Each Prisoner working in the organization shall be supervised on a daily basis.
5. Prior to placement, all Prisoners shall be screened by the program staff to determine their suitability for placement at a particular job or location.
6. Specific written job description for each "position" to be filled by a Prisoner, including confidentiality requirements, evaluations, and other similar requirements.

Notification

1. Participants shall provide the Trust with written notification of any major program changes, newly planned activities or additions to the Prisoner program.
2. The foregoing information is reviewed by the Trust to determine:
 - Loss Potential
 - Insurability
 - Service Needs
 - Premium Adjustments
 - Reinsurance Implications

This endorsement forms a part of the Scope of Coverage to which it is attached and is subject to all the provisions, terms and conditions of the Scope of Coverage, unless otherwise stated herein.

Member: _____

Scope of Coverage Document No.: _____

Endorsement No.: _____

Effective Date: _____

Annual Premium: _____

LOCAL GOVERNMENT INSURANCE TRUST

By: _____
Authorized Representative