

AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232**

Prepared by:
Sandra F. Bess, Program Coordinator

Department: YCDOC

Requested Agenda Date: 07/20/2021

Presenting: _____

Document Title:

Personal Services Agreement with Administrative Chaplain Tony Hillerman

Board of County Commissioners Record Assigned
BOCC Agreement
178 - 2021
Yakima County, WA

APPROVED FOR AGENDA:
 Consent Regular
Board of County Commissioners Determined

Action Requested: *Check Applicable Box*

PASS RESOLUTION EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT
 ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

The hourly rate is \$21.88 and the maximum number of hours they can work per month is 60.

Background Information:

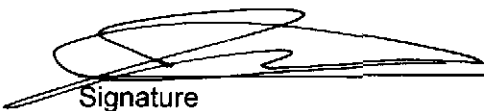
Chaplains have been providing services/programs at YCDOC for many years. They also assist families during crisis situations and have proven beneficial to the growth of YCDOC.

Summary & Recommendation:

Approve this agreement renewal.

Motion:

Department Head/ Elected Official



Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial

BTW

Late Agenda Requests Require BOCC Chairman Signature:

**PERSONAL SERVICES AGREEMENT
DEPARTMENT OF CORRECTIONS CHAPLAIN SERVICES**

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, hereinafter "County", whose address is 128 North 2nd Street, Yakima, Washington 98901, and "Contractor", more specifically identified as

Name: **Tony Hillerman**
Street: 7810 W King St
City, State Zip: Yakima, WA 98908-1993
UBI Number: 601-702-416
Social Security: 548-96-4912

BOCC Agreement

178 - 2021

WITNESSETH:

Yakima County, WA

In consideration of the terms and conditions contained, the parties hereto agree as follows:

WHEREAS Yakima County, Department of Corrections, (YCDOC), desires to provide and compensate chaplain services for persons held in its custody as described in attachment A of this agreement, and

WHEREAS, the contractor named and identified above is qualified and has offered to provide chaplain services described in attachment A, and

THEREFORE the YCDOC through its Director is authorized to enter into this agreement with the independent contractor and determine the rate of compensation for these religious services.

Independent Contractor. The parties agree that, for the purposes of this agreement, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the county. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

Nondiscrimination. The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

County may terminate this agreement immediately and bar the Contractor from performing any services for the County in the future.

Each party shall defend, indemnify and hold harmless the other, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, damages, costs or judgements which result from the negligent acts of the indemnifying party, its agents, employees, or subcontractors.

The contractor named and identified above agrees to provide chaplain services as authorized by this agreement and will be compensated by Yakima County according to the terms of attachment A hereto. Each month the contractor named and identified above will submit a report upon its efforts for the prior month. Yakima County will reimburse the contractor named and identified above each month for the preceding month at said rate described above or as amended in attachment A.

Contractor's Waiver of Employer's Immunity under Title 51 RCW: Contractor intends that its obligations to indemnify, defend and hold harmless set forth above shall operate with full effect regardless of any provision to the contrary in Title 51

RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. Because the work of this contract can be subcontracted as long as the subcontractor meets the criminal background requirements of the Jail, the Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

This AGREEMENT is effective upon execution and shall continue for a period of three years unless terminated as provided herein. The work on the part of the contractor named and identified above will continue until the parties mutually or individually give notice that they no longer wish to provide/to have services. This agreement may be terminated by seven - day written notice delivered to either party by regular mail to the address stated above. Both parties have the right to review maximum hours worked in a pay period and amount of compensation for that work on the anniversary of the signature of this contract.

DONE this 20 day of July 2021

CONTRACTOR

By [Signature]
Title Chaplain
Date: 7-12-21

BOARD OF YAKIMA COUNTY COMMISSIONERS

[Signature]
Ron Anderson, Chairman

[Signature]
Amanda McKinney, Commissioner

[Signature]
LaDon Linde, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

[Signature]
Jeremy Welch, Interim Director
Yakima County DOC

ATTEST this 20 day of July, 2021

Julie Lawrence, Clerk of the Board *or*
Linda K. O'Hara, Deputy Clerk of the Board

Approved as to form:

[Signature]
Stefanie Weigand
Senior Deputy Prosecuting Attorney

YAKIMA COUNTY DEPARTMENT OF CORRECTIONS
CHAPLAIN SERVICES PROGRAM

JAIL CHAPLAIN SERVICES - ATTACHMENT A

DEFINITIONS:

Jail chaplains are people who carry out a variety of services to assist the DOC in meeting its goals, while providing a pastoral presence within the jail. Chaplains demonstrate pastoral care with sensitivity, approachability, and availability to both inmates and staff. Jail chaplains provided compensation by the department shall provide chaplain services to inmates regardless of the inmate's legitimate denominational choice during such time(s) of compensation.

OBJECTIVE OF CHAPLAIN SERVICES:

Jail chaplain services are responsible to meet all aspects of the religious/spiritual and emotional needs of inmates through the delivery of religious/spiritual, programs, ceremonies, and services regardless of denomination of the inmate. Jail chaplains work with jail staff on inmate management and offender development programs. The Chaplain work to implement and administer DOC policy only as those policies relate to safety and security of the Jail. The contract Chaplain's main work is to, develop and implement religious/spiritual programs within the jail. When needed the Chaplain provides religious/spiritual program training for jail staff on specific faith groups, beliefs, practices, and religious property issues. The Contract Chaplain has a great deal of flexibility when deciding on religious programming for the jail and designs those programs and the types of religious activities offered. As with any contractor, the Chaplain decides when he or she works on jail related projects.

KNOWLEDGE AND SKILLS REQUIRED:

Knowledge of the Department policies, governing the delivery of religious programs for incarcerated offenders. Possess strong negotiation and counseling skills. Knowledge of the criminal justice system, and trained in the delivery of religious services and ceremonies. Skills relating to directing and leading programs; program and project management, performance measures, and continuous process improvement. Must have strong technical and management skills to assist with the direction and operation of religious/spiritual programs. Knowledge of the principles of pastoral care, the principles of personality development and dynamics, the relationship of religion within the social and emotional domain of corrections, and the understanding of the needs of staff in working with religious issues in corrections. Skilled in the use of sacraments or rites, in helping offenders deal with change, crisis, illness, death and grief. Ready to participate in diagnostic evaluations as a member of case management teams. Able to communicate the interrelationship between religion and treatment programs. Skills in planning and organizing all aspects of a religious/spiritual program for a correctional institution. This includes religious classes, training sessions, services and ceremonies – to an inmate population. Ability to work across denominational lines.

NATURE AND SCOPE:

Assists in the overall religious program for the jail. Serves as a partner with the administration, custody staff, volunteers, and treatment providers for institutional unity and inmate development programs. Assess the religious/spiritual needs of the offender population. Assessments include faith group representation, religious diets, religious property, and program/service needs. When needed, attends department meetings. Resolves conflicts and coordinates with staff/management pertaining to religious matters such as different beliefs, religious programs/services, religious property, religious diets, staff and jail facility issues. Coordinate the procedure for offender marriages; including processing the request, and scheduling the wedding. Provides a religious program that takes into account the diverse religious/spiritual needs represented in an institution's offender population. Develops and maintains active networking with para-church organizations, and secular organizations, that assist offenders and their families.

PRINCIPAL RESPONSIBILITIES:

- 1) Safety and Security of the staff, inmates, and facility, regardless of religious convictions.
- 2) Plan, lead, and organize, the religious/spiritual work performed within the jail.
- 3) Assure appropriate and optimum use of the jail's facilities and resources.
- 4) Support effective communications throughout the organization.
- 5) Maintain the highest standards of personal/professional and ethical conduct, and support the department's goals for a diverse workforce.
- 6) Assists in the management of all the religious/spiritual programs for the jail.
- 7) Work as a partner with the administration, custody staff, volunteers and treatment providers on case management and offender development programs.
- 8) Assist in the recruitment, training and shepherding of religious volunteers and staff.
- 9) Development and delivery of the religious/spiritual programs, requiring a diverse approach, to the needs of the offender population.
- 10) Assists in the development and delivery of religious/spiritual training programs for jail staff dealing with the religious rights of the offenders.
- 11) Assists with the management of the religious resources and equipment for the jail.
- 12) Advise jail staff on spiritual and moral issues that relate to offenders and staff.
- 13) Work with the staff on issues of religious dispute with regard to programs/services, religious property, and religious diets.
- 14) Responsible to assist with the evaluation of the overall effectiveness of the religious programs and services, and make appropriate recommendations for improvements.
- 15) Assist in planning/conducting training for volunteers and/or community leaders to develop an understanding of correctional ministry and the skills necessary to deal with comparable problems in the community.

COMPENSATION:

The Yakima County Department of Corrections may compensate designated legitimate chaplain services that provide religious and chaplain services regardless of legitimate denomination of the person or persons provided services.

Compensation for chaplain services may be accomplished using a professional service agreement. Rate, duration and the Director of Corrections shall determine services compensated.

Compensation Rate: \$21.88 Per Hour

Maximum Duration of Compensation: 60 hours per month.