

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Corrections

**DATE:** February 14, 2017

**REQUESTED ACTION:**

Approval of Interlocal contracts with City of Vancouver and City of La Center to provide Work Crew services.

Consent     Hearing     County Manager

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**BACKGROUND**

District Court Work Crew Program is a sentencing alternative to incarceration. To recoup program costs, the Work Crew Program provides offender labor crews to various government agencies, including the City of Vancouver and the City of La Center.

**COUNCIL POLICY IMPLICATIONS**

None

**ADMINISTRATIVE POLICY IMPLICATIONS**

None

**COMMUNITY OUTREACH**

N/A

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Revenue generated from work crew activities depends on availability of crew labor. Revenue is designed to offset program costs.

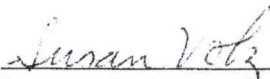
Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	
Company Name	

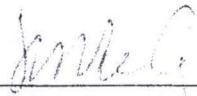
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OK*

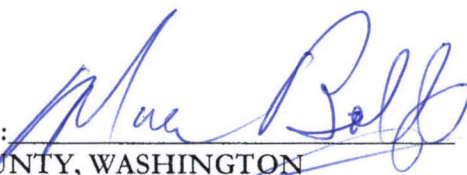
DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

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Susan Volz, Accounting Assistant

  
Ela Selga, Court Administrator

APPROVED:   
CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS

DATE: Feb. 14, 2017

SR# 031-17



APPROVED: \_\_\_\_\_  
Mark McCauley, County Manager

DATE: \_\_\_\_\_

## BUDGET IMPACT ATTACHMENT

### Part I: Narrative Explanation

I. A – Revenue from work crew is budgeted at \$1,445,840. These contracts fall within the existing budget.

### Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001.000.430.341963 – work crew labor	825,000	825,000				
<b>Total</b>						

II. A – Describe the type of revenue (grant, fees, etc.) Fees.

### Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001.000.430.523100		75,000	75,000				
0001.000.430.523200		750,000	750,000				
<b>Total</b>		825,000	825,000				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	750,000	750,000				
Contractual						
Supplies						
Travel						
Other controllables	75,000	75,000				
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	825,000	825,000				

**INTERLOCAL AGREEMENT FOR SERVICES  
BETWEEN**

**Clark County**

PO Box 9806,  
Vancouver, Washington 98666-8806  
(360) 397-2436 – Fax (360) 896-9878

**AND**

**The City of Vancouver**

PO Box 1995, Vancouver, Washington 98668-1995  
(360) 696-8177

**Interlocal Agreement Period**

Beginning: January 1, 2017  
Ending: December 31, 2018

**Interlocal Agreement: #2017-COR-101**

**Offender Work Crew Labor**

Services and materials provided

**Cost:** Not to exceed \$481,946/annual  
or \$963,892 total for up to  
1,976 crew days at \$450/day\*  
\*excluding any applicable taxes

**Program Contacts:**

Primary:  
Brian Potter 487-8323  
Alternate – Dave Wannamaker 487-8259

**Program Contacts:**

Program Manager:  
Lisa Biffle 397-6045 (1829)  
Lead Crew Chief - Dennis David  
397-6045 (1801)  
Lead Crew Chief - Tom Stillman  
397-6045 (1803)

**Fiscal:** Jeff Crouch 487-7132

**Fiscal:** Susan Volz  
397-2424 (4731)

**Contractual:** Emily Zwetzig  
397-2424 (5643)

This Interlocal Agreement consists of the following exhibits:

- Special Terms and Conditions
- Standard & Special Tool List

Clark County and the City of Vancouver agree to the terms and conditions of this Interlocal Agreement and its exhibits as listed above by signing below.

DATED this 15<sup>th</sup> day of February, 2017.

FOR CLARK COUNTY, WASHINGTON,  
a political subdivision of the State of Washington

CITY OF VANCOUVER, a municipal  
corporation and charter city of the first class in  
the State of Washington


  
\_\_\_\_\_  
Mark McCauley, County Manager

\_\_\_\_\_  
Eric Holmes, City Manager

Attested:

\_\_\_\_\_  
R. Lloyd Tyler, City Clerk  
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

Approved as to form:

\_\_\_\_\_  
City Attorney

## SPECIAL TERMS AND CONDITIONS

### **I. PURPOSE AND BACKGROUND**

- A. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between Clark County, Washington, a political subdivision of the State of Washington, and the City of Vancouver, a municipal corporation and charter city of the first class in the State of Washington.
- B. Pursuant to RCW 39.34, the purpose of this Interlocal Agreement is as set forth in Article I (Purpose and Background). Its duration is as specified in Article II. (Duration of Agreement). Its method of termination is set forth in Article III (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article VI (Compensation) and Article VII (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
- C. **Clark County by and through its District Court Corrections** (hereinafter referenced collectively as "Corrections") operates a supervised offender labor crew, designated as and hereinafter referred to as "Work Crew."
- D. **The City of Vancouver** (hereinafter "City") desires to utilize the available services of Corrections and Work Crew.
- E. The purpose of this Agreement is to provide for the utilization of the Corrections' Work Crews by the City.
- F. Corrections and the City desire to reduce to writing their understanding related to the provision and utilization of Work Crew program.
- G. The City requests the assistance of Corrections in order to provide services including but not limited to the following:
- General litter pick and removal
  - Landscape maintenance and weeding
  - Roadway median maintenance
  - General Park and recreation area maintenance
  - Storm water facilities and stream cleanups
- H. Both parties hereby agree to communicate and cooperate to the fullest extent possible in order to achieve the desired results and avoid incurring excessive or unnecessary costs to either party.

### **II. DURATION OF AGREEMENT**

The term of this Agreement is for the period from **January 1, 2017** through **December 31, 2018**.

### **III. TERMINATION OF AGREEMENT**

Either party may choose to terminate this Agreement by notifying the other party in writing 90 days prior to termination. The City agrees to reimburse Corrections for the cost of services provided through the date of termination of the Agreement.

### **IV. CORRECTIONS AGREES TO:**

- A. Allow the City to utilize Work Crews.
- B. Assign only offenders that have been authorized to participate in Work Crews by a judge of the Superior or District Courts.
- C. Provide all labor, transportation, and equipment necessary for Work Crew service availability. Corrections will provide Work Crew availability on a year-round basis subject to the exception of official holidays recognized by Clark County. Currently, under normal weather conditions, excluding travel time, Work Crews are available for actual duty between the hours of 0830 to 1530, Monday through Sunday.
- D. Provide the tentative work hour schedule(s) to be performed by Work Crews on a monthly basis.
- E. Provide accident insurance coverage for Work Crew members assigned to City projects. Such coverage shall be equal to any such coverage presently provided for Work Crew members assigned to any other county-sponsored Work Crew project.
- F. Provide Corrections staff and Work Crew members with any personal protection items required under the Washington Industrial Safety and Health Act (WISHA).
- G. Cooperate fully with the City to achieve satisfactory performance from the Crew Chief(s) and Work Crew(s) in the accomplishment of City projects. Corrections will devote sufficient supervisory attention to all concerns raised pursuant to Article V section H (below) to resolve them in a manner that satisfies the City's performance expectations.

### **V. THE CITY AGREES TO:**

- A. Provide a schedule of projects to be completed by Work Crews on a weekly basis.
- B. The schedule of projects will include: 1) Duties; 2) Locations; and, 3) Priorities of jobs to be completed.
- C. Provide technical staff support, equipment support, coordination and instructions on any new, comprehensive, or special projects as deemed necessary for attaining efficient and effective operations.
- D. In consideration of the need for timely dispatch and deployment decisions, upon receiving notice regarding crew size pursuant to Article IV Section E, the City will communicate to Corrections a timely decision to dispatch or cancel that crew followed by a written concurrence (e-mail will suffice). In situations where the primary Program Contact is not readily available at the time of dispatch, then an alternate Program Contact listed on the front of this Agreement will issue a binding decision as to deployment of that crew on behalf of the designated Program Contact.

- E. Provide at least one day advance notice to Corrections when non-standard tools or equipment from Corrections' Special Tool List will be necessary for a project.
- F. When Work Crews are unable to accomplish an assigned project with the standard tool compliment or with the special tools available, the City, at its option, will either provide Corrections with the specialized tools and/or supplies necessary or the City may elect to carry out the unaccomplished duties with City personnel. Corrections and the City will cooperate in a conscious effort to respect any tool, equipment, or task restrictions placed upon the City by collective bargaining agreement(s) between the City and City employee labor organizations.
- G. In the accomplishment of City projects, both Corrections and the City share a mutual concern about achieving satisfactory performance from the Crew Chief(s) and Work Crew(s). To that end, the City will utilize the procedure outlined Article V section H below to resolve issues relating to performance.
- H. If there are performance concerns relating to Crew Chief(s) or Work Crew(s) that cannot be resolved directly and immediately with the Crew Chief, then the City's next step in resolving the issue, is to direct that concern in a timely fashion to the Lead Crew Chief in charge of Work Crew operations (at present the incumbents are **Dennis David** and **Tom Stillman**). The Lead Crew Chief is empowered to resolve issues relating to Crew Chief or Work Crew performance. If performance concerns are not resolved to the City's satisfaction after working in direct cooperation with the Lead Crew Chief, then the City's next step in resolving the issue is to relate their understanding of the situation to the Program Manager responsible for Work Crew operations (at present the incumbent is **Lisa Biffle**). Prior to pursuing an alternate means of problem resolution relating to Crew Chief or Work Crew performance, the City will make a reasonable effort to follow the procedure outlined above.
- I. Provide equipment, supplies, and cost responsibility for disposal of all project materials as necessary. The City will provide for the mechanized loading or moving of excessively heavy or bulky items when and where it is appropriate.
- J. Where applicable, the City will provide for traffic control consistent with the Washington Industrial Safety and Health Act (WISHA) standards and the manual on uniform traffic control devices (MUTCD).
- K. Provide for timely and adequate review of Work Crew project activities and will work cooperatively with Corrections to ensure that Work Crew project activities are consistent with the City's quality standards.
- L. The City may not require Work Crew services at all times during the term of the Agreement. When that situation occurs, the City will provide no less than fifteen (15) calendar days prior written notice when Work Crew services are not required. If and when there has been a cessation of Work Crew services for the City, the City will provide sufficient advance written notice as to when the resumption of Work Crew services are to begin.



## VI. COMPENSATION

- A. Corrections will be compensated for Work Crews at the rate of \$450.00 per crew day exclusive of any applicable taxes. Over the two year term of this Agreement, the parties authorize Work Crew usage of up to 1,976 crew days, and not to exceed \$963,892.00, which shall include applicable taxes. Expenditures may not exceed the aforementioned not to exceed limitation without executing amendment to this Agreement pursuant to Article XVI below.
- B. In the event that the tax rate increases over the term of this Agreement, the remaining Work Crew days available under this Agreement will be reduced to comply with the not to exceed amount of \$963,892.00.
- C. In the event there is an increase in the work crew daily rate within the term of this Agreement, the new rate shall apply to work performed as of the effective date of the approval. In such event, the parties shall execute an amendment to this Agreement providing for either (i) a reduction in the number of crew days so that original budget of \$963,892.00 is not exceeded or (ii) maintaining the number of crew days and increasing the amount of the compensation to account for the increase in the work crew daily rate. Corrections will process a contract modification according to the procedural requirements outlined in Article XVI below.
- D. The City will pay properly documented invoices for all earned services within forty-five (45) days of the receipt of the invoice.
- E. The City has provided budgetary authority to compensate Corrections at or within the aforementioned dollar limits. If the City's budgetary authority relating to this Agreement changes over the term, the City may adjust the dollar limits set forth above through the Agreement amendment process as outlined in Article XVI below.

## VII. BILLING METHOD AND PROCESS

- A. Corrections will bill the City for Work Crew charges on a monthly basis.
- B. The billing invoice with backup documentation will identify the dates when work was accomplished; resources used, and include the amount due for that billing period.
- C. The monthly billing invoice from Corrections to the City will include sufficient backup documentation to verify the actual Work Crew accomplishments for the billing period. This information will be reviewed by Corrections prior to billing. Any backup documentation supplied with billing invoices will be reconciled to the Work Crew tracking system employed by Corrections.
- D. Corrections will provide timely processing of billing invoices. Corrections processes its billing invoices internally, and then forwards invoices to the Accounts Receivable section of the County Auditor's office. The Clark County Auditor accounts receivable section will send the billing invoice to the City's Contract Manager for payment. Inquiries regarding a billing should be directed to the Corrections fiscal contact as indicated on the contract face sheet.

## **VIII. AGREEMENT ADMINISTRATION AND COMMUNICATIONS**

Corrections and the City contract managers shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. Each month, Corrections and City contract managers shall review service levels, service delivery, and costs. During the term of this Agreement, the respective contract managers will communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

## **IX. DISPUTE RESOLUTION**

In the event of a dispute between Corrections and the City regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the District Court Presiding Judge and the Vancouver City Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Clark County Manager and City Manager. The decision of the County Manager and the City Manager regarding the dispute shall be final as between the parties.

## **X. INDEPENDENT CONTRACTOR**

Corrections is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Corrections and the City or between any of Corrections or City's employees. Corrections shall retain all authority for provision of services, standards of performance, discipline, and control of personnel, and other matters incident to the performance of services by Corrections pursuant to this Agreement. Nothing in this Agreement shall make any employee of Corrections an employee of the City or any employee of the City an employee of Corrections for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

## **XI. HOLD HARMLESS/INDEMNIFICATION**

A. CORRECTIONS RESPONSIBILITY. Corrections agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Corrections pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against Corrections, the City retains the right to participate in said suit if any principal of public law is involved.
2. This indemnity and hold harmless shall include any claim made against the City by an employee of Corrections or subcontractor or agent of Corrections, even if Corrections is thus otherwise immune from liability pursuant to the

workers' compensation statute, Title 51 RCW except to the extent that such liability arises from the sole negligence of the City. Corrections specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Corrections shall provide the broadest scope of indemnity permitted by RCW 4.24.115.

B. CITY RESPONSIBILITY. The City agrees to indemnify, defend, save and hold harmless Corrections, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the conduct of the City pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, Corrections retains the right to participate in said suit if any principal of public law is involved.
2. This indemnity and hold harmless shall include any claim made against Corrections by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of Corrections. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the City shall provide the broadest scope of indemnity permitted by RCW 4.24.115.

C. CONCURRENT NEGLIGENCE. Notwithstanding the foregoing, to the extent that liability arises from the concurrent negligence of both the City and Corrections, the costs, fees and expenses in connection therewith shall be shared between the City and Corrections in proportion to their relative degrees of negligence.

D. ATTORNEY FEES/COSTS. With regard to attorney's fees and costs, all parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

## **XII. ASSIGNMENT/SUBCONTRACTING**

Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. Corrections shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.

## **XIII. NO THIRD PARTY BENEFICIARY**

Corrections does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than Corrections. Corrections and the City do not intend that there be any third-party beneficiary to this Agreement.

**XIV. NOTICE**

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

**CONTRACTUAL ISSUES**

Kevin Yin  
Procurement Services Manager  
City of Vancouver  
610 Esther ST  
P O Box 1995  
Vancouver WA 98668-1995  
Phone: 360.487.8429  
Fax: 360.487-1029  
e-mail: [kevin.yin@cityofvancouver.us](mailto:kevin.yin@cityofvancouver.us)

**OPERATIONAL ISSUES**

Brian Potter  
Operations Superintendent  
City of Vancouver  
4711 E Fourth Plain Blvd  
PO Box 1995  
Vancouver WA 98668-1995  
Phone: 360.487.8323  
Fax: 360.696.8002  
e-mail: [brian.potter@cityofvancouver.us](mailto:brian.potter@cityofvancouver.us)

To Corrections:

**CONTRACTUAL ISSUES**

Clark County District Court  
Attention: Emily Zwetzig  
P.O. BOX 9806  
Vancouver, Washington 98666-8806  
Phone: 360.397.2424 x5643  
Fax: 360.759.6876  
e-mail: [Emily.zwetzig@clark.wa.gov](mailto:Emily.zwetzig@clark.wa.gov)

**OPERATIONAL ISSUES**

Clark County District Court  
Attention: Lisa Biffle  
8101 N.E. 117<sup>th</sup> Ave.  
Vancouver, WA 98682  
Phone: 360.397.6045 x1829  
Fax: 360.896.9878  
e-mail: [lisa.biffle@clark.wa.gov](mailto:lisa.biffle@clark.wa.gov)

The name and address to which notices shall be directed may be changed by either Corrections or the City by giving the other party notice of such change as provided in this section.

**XV. WAIVER**

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

**XVI. AMENDMENT**

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

## **XVII. DOCUMENT EXECUTION AND CHAPTER 39.34 RCW COMPLIANCE**

Corrections and the City agree that there shall be two (2) signed originals of this Agreement procured and distributed for signature by the necessary officials of Corrections and the City. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by the County. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon all parties.

## **XVIII. SEVERABILITY**

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

## **XIX. RATIFICATION**

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

## **XX. ENTIRE AGREEMENT**

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary.

## STANDARD & SPECIAL TOOL LIST

### STANDARD EQUIPMENT:

The table below contains the types of standard tools that are available from a Work Crew trailer on a regular basis.

#### TOOLS

BROOM, Push	RAKE, Leaf
HOE, Garden	SHOVEL, Flat Tip
HOE, Hula	SHOVEL, Round Tip
RAKE, Garden	SHOVEL, Scoop

### SPECIAL EQUIPMENT:

The table below lists the types of special equipment/tools that are only available on a request basis. In the event additional standard tools or other equipment/tools from the table below are required for a particular project, Corrections should normally receive the request for equipment/tools at least one day in advance of the need. When the requests for special equipment/tools exceed the equipment/tools available, the equipment/tools requested will be distributed equally among those agencies making the special equipment/tools requests. Corrections does not carry the special equipment/tools listed below on its trailers without prior request.

#### HAND TOOLS/ POWER TOOLS

Loppers	Lawn Mowers
Pruning saws	Weedeaters
Pick / Mattocks	Edgers
Pitchfork, Hay	Blowers
Wheelbarrows	Hedgers

**INTERLOCAL AGREEMENT FOR SERVICES  
BETWEEN**

**Clark County District Court**

PO Box 9806, Vancouver, Washington 98666-8806. (360) 397-6045 – Fax (360) 896-9878

AND

**The City of La Center**

305 NW Pacific Hwy  
La Center, WA 98629

Phone: (360) 263-7665

Fax: (360) 263-7666

**Interlocal Agreement Period**

Beginning: January 1, 2017

Ending: December 31, 2017

**Inter-local Agreement: #2017-COR-103**

Landscape/grounds maintenance & other labor  
Program/Services Being Provided

Estimate for services: \$10,000/year  
up to 22 crew days at \$450/day\*  
\* exclusive of any applicable taxes

La Center - Contact Person(s)

Jeffrey Sarvis, Public Works Director  
Phone: 360-263-7661  
Email: jsarvis@ci.lacenter.wa.us

District Court – Contact Person(s)

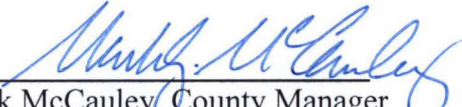
Programs: Lisa Biffle 397-6045 (1829)  
Fiscal: Susan Volz 397-2424 (4731)  
Contractual: Emily Zwetzig 397-2424 (5643)

This Interlocal Agreement consists of the following exhibits:

- Special Terms and Conditions
- Standard & Special Tool List

Clark County and the City of La Center agree to the terms and conditions of this Interlocal Agreement and its exhibits as listed above by signing below:

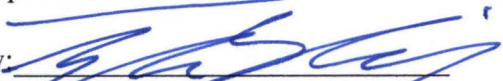
FOR CLARK COUNTY, WASHINGTON,  
a political subdivision of the State of Washington

By:   
Mark McCauley, County Manager

FOR CITY OF LA CENTER, a municipal  
corporation and non-charter "code" city in the State  
of Washington

By: \_\_\_\_\_  
Greg Thornton, Mayor

Approved as to form:

  
By: \_\_\_\_\_  
Deputy Prosecuting Attorney

Approved as to form:

By: \_\_\_\_\_  
City Attorney for La Center

## SPECIAL TERMS AND CONDITIONS

### I. PURPOSE AND BACKGROUND

- A. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between Clark County, Washington, a political subdivision of the State of Washington, and The City of La Center, a municipal corporation and non-charter “code” city in the State of Washington.
- B. Pursuant to RCW 39.34, the purpose of this Interlocal Agreement is as set forth in Article I (Purpose and Background). Its duration is as specified in Article VII. (Duration of Agreement). Its method of termination is set forth in Article VIII (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article IV (Compensation) and Article V (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
- C. **Clark County by and through its District Court**, (hereinafter “Court”) operates a supervised offender labor crew, designated as and hereinafter referred to as (Work Crew).
- D. **The City of La Center** (hereinafter “City”) desires to utilize the available services of the Court and Work Crew.
- E. The purpose of this Agreement is to provide for the utilization of the Court’s Work Crews by the City.
- F. The Court and the City desire to reduce to writing their understanding related to the provision and utilization of Work Crews.
- G. The City requests the assistance of the Court in order to obtain Work Crew labor for the following types of representative tasks:
- General litter pick-up and removal
  - Storm debris clean-up and removal
  - Landscape and grounds maintenance
  - Mowing, trimming and removal/control of invasive weeds/vegetations
  - Landscape planting
  - Bio-swale/storm drainage
  - Roadway median and shoulder maintenance
  - General park and recreation area maintenance
- H. At anytime prior to the date of expiration, the dollar limitations, duration or other elements of this Interlocal Agreement may be modified at the request of either party,



provided that written mutual consent of the parties is reached and recorded in the form of a properly executed modification to the Interlocal Agreement.

## **II. THE COURT AGREES TO:**

- A. Work with the City to schedule available Work Crews for the completion of certain projects and tasks as set forth in Article I section G. The Court will provide Work Crew availability on a year-round basis subject to the exception of official holidays recognized by Clark County and inclement weather limitations. To the greatest extent practicable, the Court will respond to the City's requests for Work Crew services and will not necessarily be limited to the representative types of tasks set forth in Article I section G.
- B. For any City project covered under this Interlocal Agreement assign only those offenders that have been authorized to participate in Work Crews by a judge of the Superior or District Courts.
- C. Provide adequate instruction, direction, and supervision for the individual work crew members serving on Work Crew. Any Work Crew time billed to the City shall be carried out within acceptable performance standards as established by the City.
- D. Share a mutual concern with the City about achieving satisfactory performance from the Crew Chief(s) and Work Crew(s) in the accomplishment of projects and tasks. The Court will devote sufficient supervisory attention to all concerns raised pursuant to Article III section I (below) to resolve them in a manner that meets or exceeds the City's performance expectations.
- E. On a regular basis, provide the Work Crew "standard" compliment of tools as described in the attached STANDARD & SPECIAL TOOL LIST. The "special" equipment/tools from that list are only available on a request basis. In the event additional standard tools or other special equipment/tools from the attached list are required for a particular project, the Court should normally receive the request for those equipment/tools at least one day in advance of the need.
- F. Ensure that all Work Crew activities will be consistent with the directions supplied and authorizations given by City.
- G. Provide transportation for Work Crews, staff, tools, equipment, and materials as needed to and from the various work sites.
- H. At its sole expense, provide its employees and Work Crew members with all appropriate insurance coverage related to workplace exposure to health and safety risks, damage to property, injuries to persons including death.

- I. Except as referenced in Article III sections E, F and G below, provide for compliance with the applicable standards for workplace health and safety promulgated by the Washington State Department of Labor and Industries under the Washington Industrial Safety and Health Act, Chapter 49.17 RCW (WISHA) as they apply to both Court employees and Work Crew members. Should performance on a project covered under this agreement and compliance with a WISHA standard become cost prohibitive for the Court, or an exposure to risk be unacceptable, at its own discretion, the Court reserves the right to reject that project in whole or in part. The Court will make every reasonable effort to convey workplace safety issues to the City and find suitable means to avoid exposure to safety hazards.

### **III. THE CITY AGREES TO:**

- A. Provide the Court with timely notification of any site specific problems, concerns or hazards as they relate to work projects or tasks.
- B. Provide the Court with the standards for acceptable performance on each project or task as required by the real time circumstances.
- C. Where appropriate, make timely arrangements for any and all underground utility location services deemed necessary and/or required by relevant federal, state or municipal statute, administrative law or ordinance.
- D. On a case-by-case basis, if appropriate, provide written permission from private property owners to stage vehicles, equipment, or materials on private property. The need for any such staging areas will be established with and subject to the mutual agreement of the parties.
- E. If appropriate, provide coordination with any third parties deemed necessary and/or required (i.e. permits and or permission/authorizations). Acquiring and maintaining any permits and/or permission/authorizations relating to project operations and Work Crew activities on any project will be the sole responsibility of the City and will be at the City's sole expense.
- F. Provide information relevant within the scope of this agreement to Court personnel as requested.
- G. When and where applicable to the tasks assigned, the City will provide for traffic control consistent with WISHA standards and the manual on uniform traffic control devices (MUTCD).
- H. In the accomplishment projects, share with the Court a mutual concern about achieving satisfactory performance from the Crew Chief(s) and Work Crew(s). To

that end, the City will utilize the procedure outlined Article III section I below to resolve issues relating to performance.

- I. If there are performance concerns relating to Crew Chief(s) or Work Crew(s) that cannot be resolved directly and immediately with the Crew Chief, then the City's next step in resolving the issue, is to direct that concern in a timely fashion to the Lead Crew Chief in charge of Work Crew operations (at present the incumbents are **Dennis David & Tom Stillman**). The Lead Crew Chief is empowered to resolve issues relating to Crew Chief(s) or Work Crew(s) performance. If performance concerns are not resolved to the City's satisfaction after working in direct cooperation with the Lead Crew Chief, then the City's next step in resolving the issue is to relate their understanding of the situation to the Court's Program Manager responsible for Work Crew operations (at present the incumbent is **Lisa Biffle**). Prior to pursuing an alternate means of problem resolution relating to Crew Chief(s) or Work Crew(s) performance, the City will make a reasonable effort to follow the procedure outlined above.

#### IV. COMPENSATION

- A. The Court will be compensated for Work Crew services provided under this Interlocal Agreement at the rate of **\$450.00** per crew day exclusive of any applicable taxes. Exclusive of any applicable taxes, this Agreement authorizes an amount of up to **22** crew days, or up to **\$10,000.00** per calendar year. The Court may not exceed the aforementioned pre-tax dollar limitations without executing an agreement amendment pursuant to Article IX below.
- B. In the event that the tax rate increases over the term of this Agreement, the remaining Work Crew days available under this Agreement will remain the same and the original budget of **\$10,000**, which is exclusive of sales tax, will not be exceeded.
- C. In the event there is an increase in the work crew daily rate within the term of this Agreement, the new rate shall only apply to work performed on or after the effective date of the rate increase approval. In such event, the parties shall execute an amendment to this Agreement providing for either (i) a reduction in the number of crew days so that original pre-tax budget of **\$10,000** is not exceeded or (ii) maintaining the number of crew days and increasing the amount of the compensation to account for the increase in the work crew daily rate. To accommodate any such change, the Court will process a contract modification according to the respective procedural requirements outlined in Article IX below.
- D. Subject to availability and the terms herein, the City may utilize the services of the Court's Work Crew at its own discretion. Beyond a day-by-day request and dispatch, the City is not obligated to utilize any specific amount of any particular Work Crew service. Beyond a day-by-day availability assessment, the Court is not obligated to provide any specific amount of any particular Work Crew service. While it is not a requirement herein, the parties also recognize that

planning for and committing to a regular work schedule will improve Work Crew availability overall.

- E. The City will pay properly documented invoices within 45 days of the receipt of the invoice.
- F. The City has provided budgetary authority to compensate the Court at or within the aforementioned dollar limits. If the City's budgetary authority relating to this Agreement changes over the term, the City may adjust the dollar limits set forth above through the agreement amendment process as outlined in Article IX below.

## **V. BILLING METHOD AND PROCESS**

- A. The Court will bill/invoice the City for Work Crew charges on a monthly basis.
- B. The billing invoice with enclosed documentation will identify the dates, number of Work Crew participants and the activities and location of the work performed.
- C. The monthly billing invoice from the Court to the City will include sufficient backup documentation to verify the actual Work Crew accomplishments for the billing period. Any backup documentation supplied with billing invoices will be expected to reconcile to the Work Crew tracking system the Court employs.
- D. The Court will provide timely processing of billing invoices. The Court processes its billing invoices internally, and then forwards them the Clark County Auditor accounts receivable section. The Clark County Auditor accounts receivable section will send the billing invoice to the City's contract manager for payment. Any inquiries regarding a particular billing invoice should be directed to the Court's fiscal contact as indicated on the Interlocal Agreement's face sheet.

## **VI. INDEMNIFICATION**

Each party does hereby release, indemnify and promise to defend and save harmless the other party, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the other party, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of its performance of service pursuant to this Interlocal Agreement. In making such assurances, each party specifically agrees to indemnify and hold harmless the other party from any and all bodily injury claims brought by its employees and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the other party; provided, however, this paragraph does not purport to indemnify either party against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of either party, its elected officials, officers, employees and agents.

**VII. DURATION OF AGREEMENT**

This agreement begins on **January 1, 2017** and is in effect until **December 31, 2017**.

**VIII. TERMINATION**

The Court or the City may terminate this Interlocal Agreement in whole or in part for any reason by providing written notice of termination to the other party of this Interlocal Agreement at least thirty (30) days prior to the date of termination.

**IX. AMENDMENT**

The provisions of this Interlocal Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Interlocal Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

**X. RATIFICATION**

Acts taken in conformity with this Interlocal Agreement prior to its execution are hereby ratified and affirmed.

**XI. SEVERABILITY**

If any section or part of this Interlocal Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Interlocal Agreement.

**XII. ENTIRE CONTRACT**

The parties agree that this Interlocal Agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Interlocal Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of the Interlocal Agreement and cause for termination. It is agreed by the parties hereto that the forgiveness of non-compliance with any provision of this Interlocal Agreement does not constitute a waiver of the provisions of this Interlocal Agreement.

## STANDARD & SPECIAL TOOL LIST

### STANDARD EQUIPMENT:

The table below contains the types of standard tools that should be available from a Work Crew trailer on a regular basis.

TOOLS	
BROOM, Push	RAKE, Leaf
HOE, Garden	SHOVEL, Flat Tip
HOE, Hula	SHOVEL, Round Tip
RAKE, Garden	SHOVEL, Scoop

### SPECIAL EQUIPMENT:

The table below lists the types of special equipment/tools that are only available on a request basis. In the event additional standard tools or other equipment/tools from the table below are required for a particular project, the Work Crew should normally receive the request for equipment/tools at least one day in advance of the need. When the requests for special equipment/tools exceed the equipment/tools available, the equipment/tools requested will be distributed equally among those agencies making the special equipment/tools requests. The Work Crew does not carry the special equipment/tools listed below on its trailers without prior request.

HAND TOOLS/ POWER TOOLS	
Loppers	Lawn Mowers
Pruning saws	Weedeaters
Pick / Mattocks	Edgers
Pitchfork, Hay	Blowers
Wheelbarrows	Hedgers