**INTERLOCAL AGREEMENT FOR SERVICES**
**BETWEEN**

**Clark County**
PO Box 9806,
Vancouver, Washington 98666-50008806
(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, 2013
Ending: December 31, 2014

**Interlocal Agreement: #2013-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:
Tim Buck 696-8177 (4489)
Alternate – Dave Wannamaker 696-8177 (4483)

**Fiscal:** Barbara Basnett 696-8177 (8898)

**Program Contacts:**
Program Manager:
Lynda Harper 397-6045 (1830)
Lead Crew Chief - Dennis David 397-6045 (1801)
Lead Crew Chief - Tom Stillman 397-6045 (1803)
**Fiscal:** Steffanie Haythornthwaite 397-2424 (5645)
**Contractual:** Tim Podhora 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 28th day of January, 2013.

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

Bill Barron, County Administrator

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

Eric Holmes, City Manager

FOR CLARK COUNTY DISTRICT COURT,

Presiding Judge

Attested:

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

Approved as to form:

Deputy Prosecuting Attorney

Approved as to form:

Ted H. Gathe, 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 the 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
- Stormwater 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, 2013** through **December 31, 2014**.

## 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. To the greatest extent practicable endeavor to maintain the daily crew size of past practice. However, during a regular weekday (weekends excluded) if the daily crew size for a specific work crew falls below five (5), then Corrections will notify the City's primary Program Contact listed on the first page of this Agreement (phone call will suffice) for the purpose of obtaining a keep or cancel dispatch decision. If at the time of dispatch the primary Program Contact listed is not readily available, then Corrections will make contact with an alternate Program Contact from the list to obtain a binding decision as to dispatch of that crew.

F. 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.

G. Provide Corrections staff and Work Crew members with any personal protection items required under the Washington Industrial Safety and Health Act (WISHA).

H. 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 meets or exceeds 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 keep 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 the 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. 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. 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 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 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 and include an indication (via signature) that at least one Corrections

supervisory-level employee has reviewed the billing documentation for correctness. Any backup documentation supplied with billing invoices will be expected to reconcile to whatever Work Crew tracking system Corrections employs.

D. Corrections will provide for its part in the timely processing of billing invoices. Corrections processes its billing invoices internally, and then forwards them on to the Clark County Auditor accounts receivable section. The Clark County Auditor accounts receivable section in turn will send the billing invoice to the City's Contract Manager for payment, or direct inquiries regarding a billing to the Corrections fiscal contact as indicated on the contract facesheet.

## VIII. AGREEMENT ADMINISTRATION AND COMMUNICATIONS

Contract managers designated by the District Court Presiding Judge and the City Manager 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 Administrator. The decision of the County Administrator 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**

Anna Vogel
Procurement Services Manager
City of Vancouver
610 Esther ST
P O Box 1995
Vancouver WA 98668-1995
Phone: 360.619.1029
Fax: 360.619.1029
e-mail: anna.vogel@cityofvancouver.us

**OPERATIONAL ISSUES**

Tim Buck
Operations Superintendent
City of Vancouver
4711 E Fourth Plain Blvd
PO Box 1995
Vancouver WA 98668-1995
Phone: 360.759.4489
Fax: 360.696.8002
e-mail: tim.buck@cityofvancouver.us

To Corrections:

**CONTRACTUAL ISSUES**

Clark County District Court
Attention: Tim Podhora
P.O. BOX 9806
Vancouver, Washington 98666-8806
Phone: 360.397.2424X 5643
Fax: 360.759.6876
e-mail: tim.podhora@clark.wa.gov

**OPERATIONAL ISSUES**

Clark County District Court Corrections
Attention: Lynda Harper
8101 N.E. 117th Ave.
Vancouver, WA 98682
Phone: 360.397.6045 X 1830
Fax: 360.896.9878
e-mail: lynda.harper@clark.wa.gov

The name and address to which notices shall be directed may be changed by either the 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 four (4) 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 CorrectionsWork 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 |