

CLARK COUNTY STAFF REPORT

DEPARTMENT: District Court Corrections/Community Work Program

DATE: June 19, 2018

REQUESTED ACTION:

Approval of Interlocal contract with the City of LaCenter to provide Community Work Labor.

Consent Hearing County Manager

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.

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	

DISTRIBUTION:

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

Brad Alberts
Brad Alberts
Deputy Court Administrator

Amber Emery
Amber Emery,
Court Administrator

Mark Bell
APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: 6-26-18

SR# 118-18



APPROVED: _____
Jim Rumpeltes, Interim County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Revenue from work crew is budgeted at \$1,445,840. This contract falls within the existing budget.

Part II: Estimated Revenues (N.T.E.)

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001.000.430.341963 – work crew labor	9,000	9,000				
Total						

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

Part III: Estimated Expenditures (N.T.E)

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		900	900				
0001.000.430.523200		8,100	8,100				
Total		9,000	9,000				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	8,100	8,100				
Contractual						
Supplies						
Travel						
Other controllables	900	900				
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	9,000	9,000				

**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: May 1, 2018

Ending: December 31, 2018

Inter-local Agreement: #2018-COR-104

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

Estimate for services: \$9,000.00
up to 20 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: _____

Marc Boldt, Council Chair

6/26/18

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 **20** crew days, or up to **\$9,000.00** 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 **\$9,000**, 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 **\$9,000** 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 **May 1, 2018** and is in effect until **December 31, 2018**.

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