

07/12/16
SS



Minor Contract Summary

OPR 2016-0569

~~OPR 2016-0569~~

Cross Ref _____

Destruct Date 2023

Incomplete submissions will be returned to the Requester until all requirements are met.

(Summary to be printed on green paper)

Department: Finance Operations Recreation/Golf Riverfront Parks & Recreation

CR # 17007

Date: 6/29/16

Note: A new contractor **requires** a W-9, Business License, ACH Forms and an Insurance Certificate attached to the contract.

Type of Contract:

New Contract Renewal Amendment Extension Public Works Other

Small vendor # 003095

Contractor/ Name: Spokane County Detention Services, Geiger Corrections
 Consultant/ Address: 1100 W. Mallon
 Vendor City, State, Zip: Spokane, WA 99260
 Remittance Address: same
 City, State, Zip
 Phone: 477-1545
 E-Mail: irobison@spokanecounty.org

RECEIVED

JUL 11 2016

CITY CLERK'S OFFICE

Summary of Services: Provide supervised inmate work crews to assist in cleanup of dumping sites, abandoned campsites, trail work, brush removal, and other general park maintenance as requested.

Amount: see below

Check if tax is included

Budget Code(s): \$4,000.00 from 1400-30210-76105-54201 *0 BT Processing*
 \$3,000.00 from 4600-55400-76680-54201 ✓
 \$2,000.00 from 1400-54100-76200-54201 ✓

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc.):

Beginning Date: 4/30/16 Expiration Date: 12/31/16 Open-Ended:

- Quotes (per Purchasing Policy)
- Contractor is on the City's A & E Roster
- City of Spokane Business License #:
- W-9 (for **new** contractors/consultants/vendors)
- ACH Forms (for **new** contractors/consultants/vendors)
- Insurance Certificate (min \$1.5 million)

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

Requester

Division Manager Tony Madunich
 Type Name
 Director of Parks and Recreation Leroy Eadie

Initials

 Initials

 Initials

Funds are available in the appropriate budget account:
 Accountant Nicole Edwards

Distribution List: By: _____ Date: _____

Parks and Recreation: Al Vorderbrueggen	Additional Dept.
Park Accounting: PARKS ACCOUNTING	Additional Dept.
	Contractor:
	E-mail: irobison@spokanecounty.org

AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City", and SPOKANE COUNTY DETENTION SERVICES, GEIGER CORRECTIONS CENTER with offices at the Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260-0001, as "County", and jointly referred to as "Parties".

The Parties agree as follows:

SECTION NO. 1: PERFORMANCE

The Spokane County Detention Services Department, who operates the Geiger Corrections Center, will provide inmate work crews to assist City employees in cleanup of dumping sites, abandoned camp sites and assist with trail work, brush removal and general maintenance at City of Spokane Parks and Recreation Facilities and Golf Courses, in accordance with the following:

- A. Provide an inmate work crew from the Geiger Correction Center, consisting of at least one (1) supervisor and inmates;
- B. Perform work as requested by the Director of Parks and Recreation, or his designee;
- C. Provide a van to transport correction crews to sites, and trailers for the transport of solid waste to disposal sites; and
- D. Transfer solid waste to the nearest transfer station or the waste to energy plant for weighing and disposal.

SECTION NO. 2: TERM

This Agreement shall commence upon notice to proceed, and run through December 31, 2016, unless terminated earlier.

SECTION NO. 3: COMPENSATION

City shall pay approximately THREE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$385.00) per day, plus 54/100 DOLLARS (\$.54) per mile driven to and from the job site from Geiger Correction Center as full compensation for everything furnished and done under this Agreement.

SECTION NO. 4: PAYMENT

The County shall send its applications for payment to the City of Spokane Parks and Recreation Department, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the County's application except as provided by state law.

At the sole option of County, a penalty may be assessed on any late payment of the monthly calculated contract amount owed by City in an amount equal to lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's investment pool.

SECTION NO. 5: COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state, and local laws and regulations.

SECTION NO. 6: ASSIGNMENTS

This Agreement is binding on the Parties, their heirs, successors, and assigns. Neither Party may assign, transfer or subcontract its interest, in whole or in part, without the other Party's prior written consent.

SECTION NO. 7: AMENDMENTS

This Agreement may be amended at any time by mutual written agreement.

SECTION NO. 8: ANTI-KICKBACK

No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

SECTION NO. 9: INDEMNIFICATION

- A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's negligent acts, omissions or breach of its obligations under the

Contract. The County duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

- B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts, or breach of its obligations under the Contract. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.
- C. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability, shall accept all liability for the other Party's officer or employee's negligence.
- E. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.
- F. Each Party waives, with respect to the other Parties only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

SECTION NO. 10: SEVERABILITY

In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.

SECTION NO. 11: STANDARD OF PERFORMANCE

The silence or omission in the Agreement regarding any detail required for the proper performance of the work, means that the County shall perform the best general practice.

SECTION NO. 12: TERMINATION

Any party may terminate this Agreement by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the County for all work previously authorized and performed prior to the termination date.

SECTION NO. 13: NONDISCRIMINATION

NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the

administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

SECTION NO. 14: INSURANCE

During the term of the Contract, the County shall maintain in force at its own expense the insurance coverage noted below:

The County's coverage for general, auto and professional liability is through the Washington Counties Risk Pool which is a joint insuring agreement:

In the event that an agency is a member of Washington Counties Risk Pool (WCRP), an additional insured endorsement for General Liability will not be required, and the member County's WCRP Memorandum of Liability Coverage (MLC), listing the City of Spokane as Certificate Holder, shall be used in place of a Certificate of Insurance for proof of liability coverage.

There shall be no cancellation, material change, reduction of limits or intent not to renew the County's WCRP MLC insurance coverage(s) without sixty (60) days written notice from the County or its insurer(s) to the City.

SECTION NO. 15: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. The County shall be an independent contractor and not the agent or employee of the City, that the City is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the Services are performed is solely within the discretion of the County. Any and all employees who provide Services to the City under this Agreement shall be deemed employees solely of the County. The County shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

SECTION NO. 16: NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on the Parties either personally or by certified mail, return-receipt requested, sent to the Parties at their respective addresses herein provided. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

SECTION NO. 17: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed upon by each Party, that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 18: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner limiting either Party's authority or powers under law.

SECTION NO. 19: HEADINGS

The section and subsection headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 20: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. Parties have read and understand the whole of the above Agreement, and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce either Party to execute the same.

SECTION NO. 21: COUNTERPARTS

This Agreement may be executed in any number of multiple signed originals, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 22: TIME OF ESSENCE FOR THIS AGREEMENT

Time is of the essence pertaining to this Agreement and in this case where any Party fails to perform the obligations on its part at the time fixed for the performance of the respective obligation by the terms of this Agreement, the affected Party may, at its election, hold the causing Party liable for all costs and damages flowing or stemming from by such delay.

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 31st day of May 2016.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



[Signature]
SHELLY O'QUINN, CHAIR

[Signature]
AL FRENCH, VICE-CHAIR

ATTEST:

[Signature]
Ginna Vasquez, Clerk of the Board

ABSENT
NANCY MCLAUGHLIN, COMMISSIONER

Dated: 6/30/16



CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT

By: [Signature]
Director

Attest:

[Signature]
City Clerk

Approved as to form: [Signature]
[Signature]
Assistant City Attorney

NO. 16 - 0423

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT BETWEEN) **RESOLUTION**
SPOKANE COUNTY DETENTION SERVICES)
AND CITY OF SPOKANE PARKS AND)
RECREATION DEPARTMENT)

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

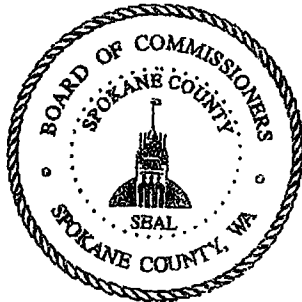
WHEREAS, chapter 39.34 RCW ("Interlocal Cooperation Act") authorizes two or more public agencies to enter into agreement with one another for joint or cooperative action to perform certain functions which each may legally perform; and

WHEREAS, Detention Services provides adult offender work crew for hire by other jurisdictions; and

WHEREAS, the City of Spokane Parks and Recreation Department has a need for manual labor in the cleanup of dumping sites, abandoned camp sites and assist with trail work, brush removal and general maintenance at City of Spokane Parks and Recreation Facilities and Golf Courses.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "AGREEMENT" pursuant to which, under certain terms and conditions, Geiger Corrections Center will provide inmate work crews to assist in a cleanup and general maintenance. Such services and costs are further described in Attachment "A", attached hereto and incorporated herein.

PASSED AND ADOPTED this 31st day of May, 2016.



ATTEST:

Ginna Vasquez
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Shelly O'Quinn
SHELLY O'QUINN, CHAIR

Al French
AL FRENCH, VICE-CHAIR

ABSENT
Nancy McLaughlin
NANCY MCLAUGHLIN, COMMISSIONER

07/09/15
SS



Minor Contract Summary

OPR # 2015-0589
Cross Ref
Destruct Date 2021

Incomplete submissions will be returned to the Requester until all requirements are met.
(Summary to be printed on green paper)

Department: Finance Operations Recreation/Golf Riverfront Parks & Recreation

CR # 15711

Date: 6/15/15

Type of Contract:

New Contract Renewal Amendment Extension Public Works Other

Contractor/ Consultant/ Vendor	Name: Address: City, State, Zip: Remittance Address: City, State, Zip Phone: E-Mail:	Spokane County - Sheriff 1116 Broadway / PO Box 2244 Spokane, WA 99260 / 99210 same jrobison@spokanecounty.org	Vendor: <u>03310</u> <u>012012</u>
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Summary of Services: Provide supervised inmate work crews to assist in cleanup of dumping sites, abandoned campsites, trail work, brush removal and other general park maintenance.

RECEIVED
JUN 29 2015
CITY CLERK'S OFFICE

Amount: not to exceed \$4,000.00 Check if tax is included

Budget Code: 1400-54500-76810-54201

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc):

Beginning Date: 6/15/2015 Expiration Date: 12/31/2015 Open-Ended:

- | | |
|--|--|
| <input type="checkbox"/> Quotes (per Purchasing Policy) | <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) |
| <input type="checkbox"/> City of Spokane Business License #: | <input type="checkbox"/> Insurance Certificate |
| _____ | <input type="checkbox"/> Contractor is on the City's A & E Roster |

Department Verification Statement: My signature below verifies above documentation has been included with this document and if a public works contract vendor has been notified of State Law requirements.

Requester

- Division Manager Tony Madunich
Type Name
- Director of Parks and Recreation Leroy Eadie

Initials

Initials

Initials

Funds are available in the appropriate budget account:
 Accountant Nicole Edwards

Distribution List: By: _____ Date: _____

Parks and Recreation: Tony Madunich	Additional Dept. Parks - Aaron Champagne
Park Accounting: PARKS ACCOUNTING	Additional Dept.
	Contractor:
	E-mail: jrobison@spokanecounty.org

City Clerk's No OPR 2015-0589

AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City", and SPOKANE COUNTY, with offices at the Spokane County Courthouse, 1116 West Broadway Avenue, Spokane, Washington 99260, as "County", and jointly referred to as "Parties".

The Parties agree as follows:

SECTION NO. 1: PERFORMANCE

The Spokane County Detention Services Department, who operates the Geiger Corrections Center, will provide inmate work crews to assist City employees in cleanup of dumping sites, abandoned camp sites and assist with trail work, brush removal and general maintenance at City of Spokane Parks and Recreation Facilities and Golf Courses, in accordance with the following:

- A. Provide an inmate work crew from the Geiger Correction Center, consisting of at least one (1) supervisor and inmates;
- B. Perform work as requested by the Director of Parks and Recreation, or his designee;
- C. Provide a van to transport correction crews to sites, and trailers for the transport of solid waste to disposal sites; and
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City shall pay approximately THREE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$385.00) per day, plus 575/100 DOLLARS (\$.575) per mile driven to and from the job site from Geiger Correction Center as full compensation for everything furnished and done under this Agreement.

SECTION NO. 4: PAYMENT

The County shall send its applications for payment to the City of Spokane Parks and Recreation Department, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the County's application except as provided by state law.

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This Agreement is binding on the Parties, their heirs, successors, and assigns. Neither Party may assign, transfer or subcontract its interest, in whole or in part, without the other Party's prior written consent.

SECTION NO. 7: AMENDMENTS

This Agreement may be amended at any time by mutual written agreement.

SECTION NO. 8: ANTI-KICKBACK

No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

SECTION NO. 9: INDEMNIFICATION

- A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the

County's intentional or negligent acts, or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

- B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts, or breach of its obligations under the contract. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.
- C. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability, shall accept all liability for the other Party's officer or employee's negligence.
- E. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.
- F. Each Party waives, with respect to the other Parties only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

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In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.

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The silence or omission in the Agreement regarding any detail required for the proper performance of the work, means that the County shall perform the best general practice.

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Any party may terminate this Agreement by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the County for all work previously authorized and performed prior to the termination date.

SECTION NO. 13: NONDISCRIMINATION

NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the

administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

SECTION NO. 14: INSURANCE

During the term of the Agreement, the Parties shall maintain in force at their own expense, the following coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. Spokane County certifies that it is a member of the Washington Counties Risk Pool ("Pool"), as provided by RCW 48.62.031, and that it is covered by the Pool's Joint Self-Insurance Liability Policy. Claims submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against the County, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of this Agreement which the County and/or its employees, officers, volunteers and agents are found to be liable for will be paid by the Pool and/or County. The Pool's liability limits of \$10,000,000, per occurrence, exceed limits required by the Agreement and our Excess Liability Reinsurance covers all operations and applies over the Pool self-insurance primary policy. Our self-insurance policy will respond to the same extent as if an insurance policy had been purchased naming the City of Spokane as named insured.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the County or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Parties shall furnish acceptable insurance certificates or other verification of insurance to each other upon request.

SECTION NO. 15: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. The County shall be an independent contractor and not the agent or

employee of the City, that the City is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the Services are performed is solely within the discretion of the County. Any and all employees who provide Services to the City under this Agreement shall be deemed employees solely of the County. The County shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

SECTION NO. 16: NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on the Parties either personally or by certified mail, return-receipt requested, sent to the Parties at their respective addresses herein provided. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

SECTION NO. 17: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed upon by each Party, that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 18: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner limiting either Party's authority or powers under law.

SECTION NO. 19: HEADINGS

The section and subsection headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 20: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. Parties have read and understand the whole of the above Agreement, and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce either Party to execute the same.

SECTION NO. 21: COUNTERPARTS

This Agreement may be executed in any number of multiple signed originals, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 22: TIME OF ESSENCE FOR THIS AGREEMENT

Time is of the essence pertaining to this Agreement and in this case where any Party fails to perform the obligations on its part at the time fixed for the performance of the respective obligation by the terms of this Agreement, the affected Party may, at its election, hold the causing Party liable for all costs and damages flowing or stemming from by such delay.

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 5th day of May 2015.



ATTEST:

GINNA VASQUEZ
GINNA VASQUEZ
Interim Clerk of the Board

TODD MIELKE

Todd Mielke, Chair

Shelly O'Quinn

Shelly O'Quinn, Vice-Chair

AL FRENCH

Al French, Commissioner

15 - 0381

Dated: 6-23-15



CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

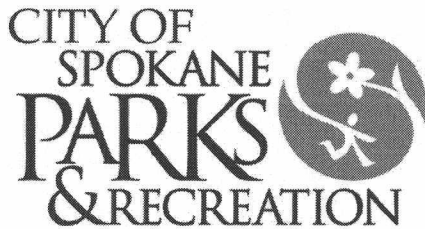
By: [Signature]
Director

Attest:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney



SOLE SOURCE JUSTIFICATION FORM

Requisition Item: Payment for Geiger Correction Center work crews to perform needed maintenance at Spokane City Parks Properties

Requisition Number: _____

Prior Purchase Order Number (if item had been approved previously): _____

1. Describe the item and its function.

Work crews from Geiger Correction Facility supervised by correction officers will assist and supplement the Park Operations maintenance crews in clean up of dump sites, abandoned transient camps, trail work, and brush removal within the City of Spokane parks

2. The item is a sole source* because:

- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard**
- sole provider of factory-authorized warranty service
- sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (detail below or in an attachment)
- the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (attach information on market price survey, availability, etc.)

3. What necessary features does this vendor provide which are not available from other vendors? Be specific. There is no other corrections facility that offers this service

4. What steps were taken to verify that these features are not available elsewhere?

- other brands/manufacturers were examined (list phone numbers and names, and explain why these were not suitable):
- other vendors were contacted (list phone numbers and names, and explain why these were not suitable):
- other (please explain):

There are no other correction work crew available.

Department: **Parks and Recreation**

Department Contact: Aaron Champagne Phone: 363-5459

Requested Vendor: Spokane County Treasurer/ Spokane County Detention


Vendor's Address: PO Box 2244, Spokane, WA 99210

Vendor Contact: Jason Robison Phone: 343-0100

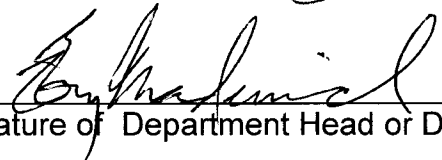
Cost Estimate: ~~\$6,000~~ ^{\$4,000.00}

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.


Signature of Requestor
(must be an authorized Department Buyer)

2/19/2015
Date


Signature of Department Head or Designee

6/15/15
Date

Approval by Purchasing (when applicable)

Date

- * Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.
- ** Procurements of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.

09/17/14
SS



Minor Contract Summary

OPR # 2014-0623
Cross Ref 2012-0809
Destruct Date 2020

Incomplete submissions will be returned to the Requester until all requirements are met.
(Summary to be printed on green paper)

CR # 14736

Date: 9/8/14

Type of Contract:

- New Contract
 Renewal
 Amendment
 Extension
 Public Works
 Other

Contractor/
Consultant/
Vendor

Name: Spokane County Sheriff *via 018612*
 Address: PO Box 2244 1100 W Mallon
 City, State, Zip: Spokane WA 99201
 Remittance Address:
 City, State, Zip
 Phone: (509) 343-0100
 E-Mail: jrobison@spokanecounty.org

RECEIVED

SEP 10 2014

CITY CLERK'S OFFICE
SPOKANE, WA

Summary of
Services

Contract work for Inmate crews to perform trail work, brush removal, and general maintenance at Park Properties for \$385 per day and .56 per mile.

Amount: \$7,500 Check if tax is included

Budget Code:	Riverfront Park	1400-54300-76914-54201	\$4,500
	Indian Canyon	4600-55400-7665054201	\$3,000

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc):

Beginning Date: 9/2/2014 Expiration Date: 12/31/2014 Open-Ended:

- Quotes (per Purchasing Policy) W-9 (for new contractors/consultants/vendors)
 City of Spokane Business License # _____ Insurance Certificate

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

[Signature]

Requester

Division Manager

Sam Song
Type Name

Director of Parks and Recreation Leroy Eadie

[Signature]

Initials

Initials

Funds are available in the appropriate budget account:

Accountant Kathleen Keck

[Signature]

Initials

Distribution List: By: _____ Date: _____

Parks and Recreation dcdodson@spokanecity.org	Additional Dept. <u>Leroy</u>
Park Accounting <u>KKeck</u>	Additional Dept.
avorderbrueggen@spokanecity.org	Contractor:
	E-mail:

AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "City", and SPOKANE COUNTY, with offices at the Spokane County Courthouse, 1116 West Broadway Avenue, Spokane, Washington 99260, as "County", and jointly referred to as "Parties".

The Parties agree as follows:

SECTION NO. 1: PERFORMANCE

The Spokane County Detention Services Department, who operates the Geiger Corrections Center, will provide inmate work crews to do trail work, brush removal and general maintenance at City of Spokane Parks and Recreation Facilities and Golf Courses, in accordance with the following:

- A. Provide an inmate work crew from the Geiger Correction Center, consisting of at least one (1) supervisor and inmates;
- B. Perform work as requested by the Director of Parks and Recreation, or his designee;
- C. Provide a van to transport correction crews to sites, and trailers for the transport of solid waste to disposal sites; and
- D. Transfer solid waste to the nearest transfer station or the waste to energy plant for weighing and disposal.

SECTION NO. 2: TERM

This Agreement shall commence upon notice to proceed, and run through December 31, 2014, unless terminated earlier.

SECTION NO. 3: COMPENSATION

City shall pay approximately THREE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$385.00) per day, plus 56/100 DOLLARS (\$0.56) per mile to and from the job site from Geiger Correction Center as full compensation for everything furnished and done under this Agreement.

SECTION NO. 4: PAYMENT

The County shall send its applications for payment to the City of Spokane Parks and Recreation Department, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the County's application except as provided by state law.

At the sole option of County, a penalty may be assessed on any late payment of the monthly calculated contract amount owed by City in an amount equal to lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's investment pool.

SECTION NO. 5: COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state, and local laws and regulations.

SECTION NO. 6: ASSIGNMENTS

This Agreement is binding on the Parties, their heirs, successors, and assigns. Neither Party may assign, transfer or subcontract its interest, in whole or in part, without the other Party's prior written consent.

SECTION NO. 7: AMENDMENTS

This Agreement may be amended at any time by mutual written agreement.

SECTION NO. 8: ANTI-KICKBACK

No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

SECTION NO. 9: INDEMNIFICATION

- A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts, or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.
- B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts, or breach of its obligations under the contract. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

- C. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability, shall accept all liability for the other Party's officer or employee's negligence.
- E. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.
- F. Each Party waives, with respect to the other Parties only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

SECTION NO. 10: SEVERABILITY

In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.

SECTION NO. 11: STANDARD OF PERFORMANCE

The silence or omission in the Agreement regarding any detail required for the proper performance of the work, means that the County shall perform the best general practice.

SECTION NO. 12: TERMINATION

Any party may terminate this Agreement by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the County for all work previously authorized and performed prior to the termination date.

SECTION NO. 13: NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

SECTION NO. 14: INSURANCE

During the term of the Agreement, the Parties shall maintain in force at their own expense, the following coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. Spokane County certifies that it is a member of the Washington Counties Risk Pool ("Pool"), as provided by RCW 48.62.031, and that it is covered by the Pool's Joint Self-Insurance Liability Policy. Claims submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against the County, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of this Agreement which the County and/or its employees, officers, volunteers and agents are found to be liable for will be paid by the Pool and/or County. The Pool's liability limits of \$10,000,000, per occurrence, exceed limits required by the Agreement and our Excess Liability Reinsurance covers all operations and applies over the Pool self-insurance primary policy. Our self-insurance policy will respond to the same extent as if an insurance policy had been purchased naming the City of Spokane as named insured.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the County or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Parties shall furnish acceptable insurance certificates or other verification of insurance to each other upon request.

SECTION NO. 15: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. The County shall be an independent contractor and not the agent or employee of the City, that the City is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the Services are performed is solely within the discretion of the County. Any and all employees who provide Services to the City under this Agreement shall be deemed employees solely of the County. The County shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

SECTION NO. 16: NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on the Parties either personally or by certified mail, return-receipt requested, sent

to the Parties at their respective addresses herein provided. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

SECTION NO. 17: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed upon by each Party, that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 18: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner limiting either Party's authority or powers under law.

SECTION NO. 19: HEADINGS

The section and subsection headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 20: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. Parties have read and understand the whole of the above Agreement, and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce either Party to execute the same.

SECTION NO. 21: COUNTERPARTS

This Agreement may be executed in any number of multiple signed originals, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 22: TIME OF ESSENCE FOR THIS AGREEMENT

Time is of the essence pertaining to this Agreement and in this case where any Party fails to perform the obligations on its part at the time fixed for the performance of the respective obligation by the terms of this Agreement, the affected Party may, at its election, hold the causing Party liable for all costs and damages flowing or stemming from by such delay.

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 2nd day of September 2014.



ATTEST:

Al French
Al French, Chair

Absent
Todd Mielke, Vice-Chair

Daniela Erickson
Daniela Erickson
Clerk of the Board

Shelley O'Quinn
Shelley, O'Quinn, Commissioner

Dated: 9/9/14

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT



By: [Signature]

Title: Parks & Recreation Director

[Signature]
City Clerk

Approved as to form:
[Signature]
Assistant City Attorney



CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201

**SOLE SOURCE
JUSTIFICATION FORM**

Requisition Item: _____

Requisition Number: _____

Prior Purchase Order Number (if item had been approved previously): OPR 2012-0809;
2012-0993

1. Describe the item and its function.

Work crews from Geiger Correction Facility comprised of inmates supervised by correction officers will perform a variety of trail work, brush removal and general maintenance at Park and Recreation properties.

2. The item is a sole source* because:

- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard**
- sole provider of factory-authorized warranty service
- sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (detail below or in an attachment)
- the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (attach information on market price survey, availability, etc.)

3. What necessary features does this vendor provide which are not available from other vendors? Be specific. The work crews are detainees in Spokane County Geiger Correction Facility that are available to do light labor for other government and non-profit organizations. All supervisor is provided by the Geiger Correction Officers. No other Correction Facility in Spokane County exists that provides this service.

4. What steps were taken to verify that these features are not available elsewhere?

- other brands/manufacturers were examined (list phone numbers and names, and explain why these were not suitable):
- other vendors were contacted (list phone numbers and names, and explain why these were not suitable):
- other (please explain): There isn't another work crew in the area.

Department: PARKS AND RECREATION

Department Contact: DEBBY DODSON Phone: 509 623-6623

Requested Vendor: SPOKANE COUNTY SHERIFF

Vendor's Address: 1100 W MALLON SPOKANE WA 99201

Vendor Contact: JASON ROBISON Phone: 509 343-0100

Cost Estimate:

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Debbie Dodson
Signature of Requestor
(must be an authorized Department Buyer)

9/8/14
Date

[Signature]
Signature of Department Head or Designee

9/9/14
Date

Approval by Purchasing (when applicable)

Date

* Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

** Procurements of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving *via* a testing shall be competitively bid if there is more than one vendor of the item.



Minor Contract Summary

OPR # 2012-0993

Cross Ref
Destruct Date 2019
02.12.19.2012

Incomplete submissions will be returned to the requester and all requirements are met

(Summary to be printed on green paper)

CR # _____

Date: 12/18/12

Type of Contract:

- New Contract
- Renewal
- Amendment
- Extension
- Public Works
- Other

Contractor/
Consultant/
Vendor

Name: Spokane County Sheriff
 Address: PO Box 2244 1100 W Mallon
 City, State, Zip: Spokane WA 99201
 Remittance Address:
 City, State, Zip:
 Phone: (509) 343-0100
 E-Mail: jrobison@spokanecounty.org

RECEIVED
 DEC 19 2012
 CITY CLERK'S OFFICE
 SPOKANE, WA

Summary of Services

Contract work for Inmate crews to perform trail work, brush removal, and general maintenance at Park Properties.

Amount: \$30,000 Check if tax is included

Budget Code:

Joe Albi Stadium	0380-52300-75280-54201	\$ 5,000
Riverfront Park	1400-54300-76914-54201	\$18,000
Dwight Merkel Sports Complex	1400-54100-75650-54201	\$ 4,000
Conservation Futures	1950-54300-94000-56104	\$ 3,000

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc): Park General Fund

Beginning Date: 1/1/2013 Expiration Date: 12/31/2013 Open-Ended:

- Quotes (per Purchasing Policy)
- City of Spokane Business License # _____
- W-9 (for new contractors/consultants/vendors)
- Insurance Certificate

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

Debby Dodson
Requester

- Division Manager Craig Butz
Type Name
 - Director of Parks and Recreation Leroy Eadie
- Funds are available in the appropriate budget account:
 Accountant Kathleen Keck

[Signature]
Initials
[Signature]
Initials
[Signature]
Initials

Distribution List: By: _____ Date: _____

Parks and Recreation Debby Dodson	Additional Dept. Risk Mgt
Park Accounting	Additional Dept. Lisa Dillman, Taxes and Licenses
	Contractor: Jason Robison

AGREEMENT

12-0989

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "CITY," and SPOKANE COUNTY, with offices at the Spokane County Courthouse, 1116 West Broadway Avenue, Spokane, Washington 99260, as "COUNTY", and the SPOKANE COUNTY SHERIFF, with offices at the Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260, as "SHERIFF," jointly referred to as "Parties."

The Parties agree as follows:

SECTION NO. 1: PERFORMANCE

The SHERIFF, who operates the Geiger Corrections Center, will provide inmate work crews to do trail work, brush removal and general maintenance at the Parks and Recreation Facilities and Golf Courses, in accordance with the following:

- A. Provide an inmate work crew from the Geiger Correction Center, consisting of at least one (1) supervisor and inmates.
- B. Perform work as requested of Director of Parks and Recreation, or his designee.
- C. Provide a van to transport correction crews to sites and trailers for the transport of solid waste to disposal sites.
- D. Transfer solid waste to the nearest transfer station or the waste to energy plant for weight and disposal.

SECTION NO. 2: TERM

This Agreement shall commence upon notice to proceed, and run through December 31, 2013, unless terminated earlier.

SECTION NO. 3: COMPENSATION

CITY shall pay approximately THREE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$385.00) per day, plus 56/100 DOLLARS (\$0.56) a mile to and from the job site from Geiger Correction Center, for a maximum amount of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) as full compensation for everything furnished and done under this Agreement. Once the maximum amount has been reached, there is no further obligation for Geiger Correction Center to provide work crews through the term of the contract.

SECTION NO. 4: PAYMENT

SHERIFF shall send its applications for payment to the Parks and Recreation Department, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of SHERIFF'S application.

At the sole option of COUNTY, a penalty may be assessed on any late payment of the monthly calculated contract amount owed by CITY in an amount equal to lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's investment pool.

SECTION NO. 5: COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state, and local laws and regulations.

SECTION NO. 6: ASSIGNMENTS

This Agreement is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

SECTION N O. 7: AMENDMENTS

This Agreement may be amended at any time by mutual written agreement.

SECTION NO. 8: ANTI-KICKBACK

No officer or employee of CITY, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

SECTION NO. 9: INDEMNIFICATION.

- A. COUNTY shall indemnify, defend and hold harmless CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the SHERIFF or COUNTY'S intentional or negligent acts or breach of its obligations under the Agreement. COUNTY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of CITY, its officers and employees.
- B. CITY shall indemnify, defend and hold harmless COUNTY and SHERIFF, their officers and employees from all claims, demands, or suits in law or equity arising from CITY'S intentional or negligent acts or breach of its obligations under the contract. CITY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of COUNTY or SHERIFF, their officers and

employees.

- C. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
- E. Each Party's duty to indemnify shall survive the termination or expiration of the contract.
- F. Each Party waives, with respect to the other Parties only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

SECTION NO. 10: SEVERABILITY

In the event any provision of this contract should become invalid, the rest of the Agreement shall remain in full force and effect.

SECTION NO. 11: STANDARD OF PERFORMANCE

The silence or omission in the Agreement regarding any detail required for the proper performance of the work, means that SHERIFF shall perform the best general practice.

SECTION NO. 12: TERMINATION

Any party may terminate this Agreement by ten (10) days written notice to the other party. In the event of such termination, CITY shall pay the SHERIFF for all work previously authorized and performed prior to the termination date.

SECTION NO. 13: NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

SECTION NO. 14: INSURANCE

During the term of the Agreement, the Parties shall maintain in force at their expense,

each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that CITY, its officers and employees are additional insureds but only with respect to the SHERIFF'S services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the SHERIFF or its insurer(s) to CITY. As evidence of the insurance coverages required by this Agreement, the Parties shall furnish acceptable insurance certificates to each other upon request

SECTION NO. 15: RELATIONSHIP OF THE PARTIES

For the purpose of this section, the term COUNTY shall also include SHERIFF. The Parties intend that an independent contractor relationship will be created by this Agreement. COUNTY shall be an independent contractor and not the agent or employee of CITY, that CITY is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the Services are performed is solely within the discretion of the SHERIFF. Any and all employees who provide Services to the CITY under this Agreement shall be deemed employees solely of the SHERIFF. The SHERIFF shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the SHERIFF or COUNTY for any purpose

SECTION NO. 16: NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail, return-receipt requested, sent to the Parties at their respective addresses herein above given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid

SECTION NO. 17: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 18: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either Party's authority or powers under law.

SECTION NO. 19: HEADINGS

The section and subsection headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 20: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. Parties have read and understand the whole of the above Agreement and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce either to execute the same.

SECTION NO. 21: COUNTERPARTS

This Agreement may be executed in any number of multiple signed originals, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

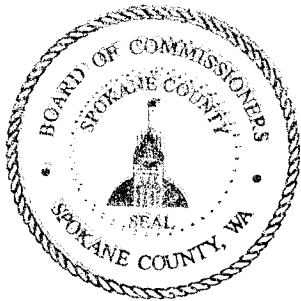
SECTION NO. 22: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case any Party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other respective Party may, at its election, hold the other Party liable for all costs and damages caused by such delay.

Dated:

12/4/12

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Daniela Erickson

Daniela Erickson 12-0989
Clerk of the Board

Absent
TODD MIELKE, Chair

Mark Richard
MARK RICHARD, Vice-Chair

Al French
AL FRENCH, Commissioner

Dated:

12/6/12

SPOKANE COUNTY SHERIFF:

Ozzie Knezovich
Ozzie Knezovich, Spokane County
Sheriff

Dated:

12/18/12

CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT

By: [Signature]
Title: Parks Director

Attest:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney



12-154

NO. 12-0989

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

RECEIVED
12-12-12
CITY CLERK'S OFFICE
SPOKANE, WA

IN THE MATTER OF EXECUTING A 2013)
AGREEMENT BETWEEN SPOKANE COUNTY,)
THE SPOKANE COUNTY SHERIFF AND THE)
CITY OF SPOKANE PARKS AND RECREATION)
DEPARTMENT FOR WORK CREW SERVICES)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to chapter 36.28 RCW, the Spokane County Sheriff is the chief executive officer and conservator of the peace of Spokane County; and

WHEREAS, chapter 39.34 RCW ("Interlocal Cooperation Act"), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the City of Spokane Parks and Recreation Department desires to enter into an Interlocal Agreement with Geiger Corrections Center to be performed by supervised inmate work crews.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "AGREEMENT" pursuant to which, under certain terms and conditions, Geiger Corrections Center will provide inmate work crews to do trail work, brush removal and general maintenance at the City of Spokane Parks and Recreation Facilities and Golf Courses. The City of Spokane shall pay the County Sheriff THREE HUNDRED EIGHTY-FIVE and NO/100 DOLLARS (\$385.00) per day in compensation, along with other costs. Such services and costs are further described in Attachment "A," attached hereto and incorporated herein.

PASSED AND ADOPTED this 4th day of December, 2012.



Absent
TODD MIELKE, Chair

[Signature]
MARK RICHARD, Vice-Chair

ATTEST:

[Signature]
Daniela Erickson
Clerk of the Board

[Signature]
AL FRENCH, Commissioner



CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201

SOLE SOURCE JUSTIFICATION FORM

Requisition Item: _____

Requisition Number: _____

Prior Purchase Order Number (if item had been approved previously): OPR 2012-0809

1. Describe the item and its function.

Work crews from Geiger Correction Facility comprised of inmates supervised by correction officers will perform a variety of trail work, brush removal and general maintenance at Park and Recreation properties.

2. The item is a sole source* because:

- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard**
- sole provider of factory-authorized warranty service
- sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (detail below or in an attachment)
- the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (attach information on market price survey, availability, etc.)

3. What necessary features does this vendor provide which are not available from other vendors? Be specific. The work crews are detainees in Spokane County Geiger Correction Facility that are available to do light labor for other government and non-profit organizations. All supervisor is provided by the Geiger Correction Officers. No other Correction Facility in Spokane County exists that provides this service.

4. What steps were taken to verify that these features are not available elsewhere?

- other brands/manufacturers were examined (list phone numbers and names, and explain why these were not suitable):
- other vendors were contacted (list phone numbers and names, and explain why these were not suitable):
- other (please explain): There isn't another work crew in the area.

Department: PARKS AND RECREATION

Department Contact: DEBBY DODSON Phone: 509 623-6623

Requested Vendor: SPOKANE COUNTY SHERIFF

Vendor's Address: 1100 W MALLON SPOKANE WA 99201

Vendor Contact: JASON ROBISON Phone: 509 343-0100

Cost Estimate: Not to exceed \$30,000

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Debbie Doda Signature of Requestor (must be an authorized Department Buyer) 12/18/12 Date

Rebecca M... Signature of Department Head or Designee 12/18/12 Date

Approval by Purchasing (when applicable) _____ Date _____

- * Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.
- ** Procurements of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.

12/5/13



Minor Contract Summary

OPR # 2012-0809
Cross Ref _____
Destruct Date 2020

Incomplete submissions will be returned to the Requester until all requirements are met.
(Summary to be printed on green paper)

CR # 12874/VID018612
CR 13140

Date: 12/14/12

Type of Contract:

- New Contract
 Renewal
 Amendment
 Extension
 Public Works
 Other

RECEIVED
 JAN 24 2013
 CITY CLERK'S OFFICE
 SPOKANE, WA

Contractor/ Consultant/ Vendor
 Name: Spokane County Sheriff
 Address: PO Box 2244 1100 W Mallon Ave
 City, State, Zip: Spokane WA 99201
 Remittance Address:
 City, State, Zip:
 Phone: 343-0100
 E-Mail: jrobison@spokanecounty.org

Summary of Services
 Original contract was for Inmate crews to perform trail work, brush removal, and general maintenance at Parks Property. This amendment was to increase the original contract amount from \$14,000 to \$20567.00

Amount: \$20,567.32 Check if tax is included

Budget Code: Joe Albi 0380-52300-75280-54201 ~~\$5,578.74~~ \$5,134.87 KK
 Dwight Merkel Sports Complex 3408-54100-9400-56501 \$7,513.69 KK
 Conservation Futures 1950-54920-76830-54801 \$1,745.00 1,178.31
 Riverfront Park 1400 54300 76914 54201 ~~\$5,729.89~~ 6,296.58 KK
 Marketing 1400-54500-76120-54201 \$443.87 KK

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc):

Beginning Date: Expiration Date: 12/31/2012 Open-Ended:

- Quotes (per Purchasing Policy) W-9 (for new contractors/consultants/vendors)
 City of Spokane Business License # _____ Insurance Certificate

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

Debby Dodson
 Requester

- Division Manager _____ Type Name
 Director of Parks and Recreation Leroy Eadie

Funds are available in the appropriate budget account:
 Accountant Kathleen Keck

CB
 Initials
LE
 Initials
KK
 Initials

Distribution List: By: _____ Date: _____

Parks and Recreation Debby Dodson	Additional Dept.
Park Accounting	Additional Dept.
	Contractor:

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "CITY," and SPOKANE COUNTY, with offices at the Spokane County Courthouse, 1116 West Broadway Avenue, Spokane, Washington 99260, as "COUNTY", and the SPOKANE COUNTY SHERIFF, with offices at the Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260, as "SHERIFF," jointly referred to as "Parties."

WHEREAS, the Parties entered into a contract wherein the SHERIFF agreed to provide Geiger work crews; and

WHEREAS, additional services are needed; -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The contract dated August 21 and 27, 2012, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This contract amendment shall become effective September 1, 2012.
3. AMENDMENT. Section 3 of the contract documents is amended to read as follows:

SECTION NO. 3: COMPENSATION

CITY shall pay approximately THREE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$385.00) per day, plus 56/100 DOLLARS (\$0.56) a mile to and from the job site from Geiger Correction Center, for a maximum amount of ~~((NINETEEN THOUSAND AND NO/100 DOLLARS (\$19,000.00)))~~ TWENTY THOUSAND FIVE HUNDRED AND SIXTY SEVEN AND NO/100 DOLLARS (\$20,567.00) as full compensation for everything furnished and done under this Agreement. Once the maximum amount has been reached, there is no further obligation for Geiger Correction Center to provide work crews through the term of the contract.

Dated: January 24, 2013

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By: [Signature]
Title: Parks Director

Attest:

Approved as to form:

[Signature]
City Clerk

[Signature]
Assistant City Attorney

Dated: _____



SPOKANE COUNTY SHERIFF

E-Mail address, if available:

By: [Signature]
Title: DIRECTOR OF BUSINESS OPERATIONS



Minor Contract Summary

OPR # 2012-0809
Cross Ref _____
Destruct Date 2020

Incomplete submissions will be returned to the Requester until all requirements are met.

(Summary to be printed on green paper)

CR # 12874/VID018612

Date: 12/14/12

Type of Contract:

New Contract Renewal Amendment Extension Public Works Other

Contractor/ Consultant/ Vendor	Name: Spokane County Sheriff
	Address: PO Box 2244 1100 W Mallon Ave
	City, State, Zip: Spokane WA 99201
	Remittance Address:
	City, State, Zip
	Phone: 343-0100
	E-Mail: jrobison@spokanecounty.org

RECEIVED
DEC 17 2012
CITY CLERK'S OFFICE
SPOKANE, WA

Summary of Services Original contract was for Inmate crews to perform trail work, brush removal, and general maintenance at Parks Property. This amendment was to increase the original contract amount from \$14,000 to \$19,000.

Amount: \$19,000 Check if tax is included

Budget Code:	Joe Albi 0380-52300-75280-54201 \$5,134.87
	Dwight Merkel Sports Complex 3408-54100-9400-56501 \$7,513.69
	Conservation Futures 1950-54920-76830-54801 \$1,178.31
	Riverfront Park 1400-54300-76914-54201 \$4,729.26
	Marketing 1400-54500-76120-54201 \$443.87

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc):

Beginning Date: Expiration Date: 12/31/2012 Open-Ended:

<input type="checkbox"/> Quotes (per Purchasing Policy)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)
<input type="checkbox"/> City of Spokane Business License # _____	<input type="checkbox"/> Insurance Certificate

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

Rob Decker
Requester

<input type="checkbox"/> Division Manager	<u>Craig Butz</u> Type Name
<input type="checkbox"/> Director of Parks and Recreation	Leroy Eadie

CB
Initials

LE
Initials

Funds are available in the appropriate budget account:

<input type="checkbox"/> Accountant	Kathleen Keck
-------------------------------------	---------------

[Signature]

Initials

Distribution List: By: _____ Date: _____

Parks and Recreation Debby Dodson	Additional Dept.
Park Accounting <i>KKeck</i>	Additional Dept.
	Contractor:
	E-mail: Martin, Michael C. MCMartin@spokanecounty.org

CONTRACT AMENDMENT
12-0988

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "CITY," and SPOKANE COUNTY, with offices at the Spokane County Courthouse, 1116 West Broadway Avenue, Spokane, Washington 99260, as "COUNTY", and the SPOKANE COUNTY SHERIFF, with offices at the Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260, as "SHERIFF," jointly referred to as "Parties."

WHEREAS, the Parties entered into a contract wherein the SHERIFF agreed to provide Geiger work crews; and

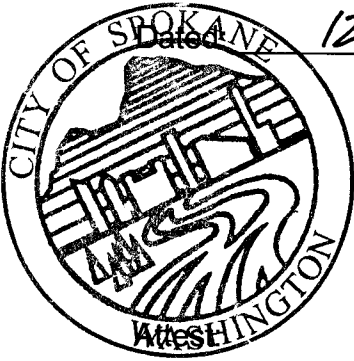
WHEREAS, additional services are needed; -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The contract dated August ^{te}5²¹ and 27, 2012, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This contract amendment shall become effective September 1, 2012.
3. AMENDMENT. Section 3 of the contract documents is amended to read as follows:

SECTION NO. 3: COMPENSATION

CITY shall pay approximately THREE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$385.00) per day, plus 56/100 DOLLARS (\$0.56) a mile to and from the job site from Geiger Correction Center, for a maximum amount of ((FOURTEEN)) NINETEEN THOUSAND AND NO/100 DOLLARS (((\$14,000.00)) (\$19,000.00)) as full compensation for everything furnished and done under this Agreement. Once the maximum amount has been reached, there is no further obligation for Geiger Correction Center to provide work crews through the term of the contract.



Dated: 12/17/12

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By: [Signature]
Title: Parks Rec. Director

Approved as to form:

[Signature]
City Clerk

[Signature]
Assistant City Attorney

Dated: 12/6/12

SPOKANE COUNTY SHERIFF

E-Mail address, if available:

By: [Signature]
Title: Sheriff

Dated: 12/4/2012

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON



ATTEST:

[Signature]
Daniela Erickson 12-0988
Clerk of the Board

Absent
TODD MIELKE, Chair

[Signature]
MARK RICHARD, Vice-Chair

[Signature]
AL FRENCH, Commissioner

NO. 12-0988

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT)
TO RESOLUTION NO. 12-0661 IN REGARD TO AN)
AGREEMENT BETWEEN SPOKANE COUNTY, THE)
SPOKANE COUNTY SHERIFF AND THE CITY OF)
SPOKANE PARKS AND RECREATION DEPARTMENT)
FOR GEIGER CORRECTIONS INMATE WORK CREW)
SERVICES)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to chapter 36.28 RCW, the Spokane County Sheriff is the chief executive officer and conservator of the peace of Spokane County; and

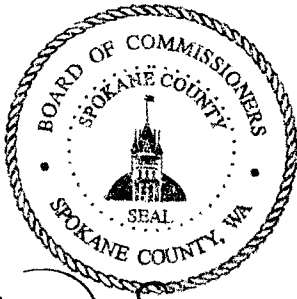
WHEREAS, chapter 39.34 RCW ("Interlocal Cooperation Act"), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, on August 21, 2012, Spokane County and the Spokane County Sheriff entered in an interlocal agreement with the City of Spokane Parks and Recreation Department, under Resolution No. 12-0661, for various services to be performed by supervised inmate work crews; and

WHEREAS, the City of Spokane Parks and Recreation Department desires to amend the interlocal agreement for the purpose of continuing Work Crew Services thereby increasing the previous maximum contract amount from FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00) TO NINETEEN THOUSAND AND NO/100 DOLLARS (\$19,000.00).

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "AGREEMENT" pursuant to which, under certain terms and conditions, Resolution No. 12-0661 is amended, to allow Geiger Corrections Center to continue providing various inmate work crew services thereby increasing the previous maximum contract amount from FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00) TO NINETEEN THOUSAND AND NO/100 DOLLARS (\$19,000.00). Such services and further costs are further described in the "AGREEMENT", attached hereto and incorporated herein.

PASSED AND ADOPTED this 4th day of December 2012.



ATTEST:

Daniela Erickson
Daniela Erickson, Clerk of the Board

absent
TODD MIELKE, Chair

[Signature]
MARK RICHARD, Vice-Chair

[Signature]
AL FRENCH, Commissioner



Minor Contract Summary

OPR #
 Cross Ref 2012-0809
 Destruct Date 2020

Incomplete submissions will be returned to the Requester until all requirements are met.
 (Summary to be printed on green paper)

VID 018612
 CR # 12874

Date: September 4, 2012

Type of Contract:

- New Contract
 Renewal
 Amendment
 Extension
 Public Works
 Other

Contractor/
 Consultant/
 Vendor

Name: Spokane County Sheriff
 Address: PO Box 2244 1100 W. MALLON
 City, State, Zip: Spokane, WA 99210 99260
 Remittance Address: Same
 City, State, Zip:
 Phone: 343-0100
 E-Mail: jrobinson@spokanecounty.org

Summary of
 Services

Inmate work crews to do trail work, brush removal, and general maintenance at Parks and Recreation properties and Golf Courses. Reallocate funds to different accounts to allow work to be done for other projects within the Parks and Recreation Department.

RECEIVED

OCT 09 2012

CITY CLERK'S OFFICE
 SPOKANE, WA

Amount: \$14,000 Check if tax is included

Budget Code:

Joe Albi Stadium 0380-52300-75280-54201 \$4,345.00
 Dwight Merkel Sports Complex ~~1400-54100-75650-54201~~ \$7,110.00 3408-54100-94000-56501
 Conservation Futures 1950-54300-94000-56104 \$2,500.00 \$7,110.00

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc):

Beginning Date: Expiration Date: 12/31/2012 Open-Ended:

- Quotes (per Purchasing Policy) W-9 (for new contractors/consultants/vendors)
 City of Spokane Business License # _____ Insurance Certificate

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

[Signature]
 Requester

- Division Manager cbutz
 Type Name
 Director of Parks and Recreation Leroy Eadie

Funds are available in the appropriate budget account:
 Accountant Kathleen Keck

 Initials [Signature]

 Initials [Signature]

 Initials

Distribution List: By: _____ Date: _____

Parks and Recreation maho	Additional Dept.
Park Accounting <i>KReck</i>	Additional Dept.
	Contractor:
	E-mail:

AGREEMENT
12 - 0661

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, a Washington State municipal corporation, as "CITY," and SPOKANE COUNTY, with offices at the Spokane County Courthouse, 1116 West Broadway Avenue, Spokane, Washington 99260, as "COUNTY", and the SPOKANE COUNTY SHERIFF, with offices at the Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260, as "SHERIFF," jointly referred to as "Parties."

The Parties agree as follows:

SECTION NO. 1: PERFORMANCE

The SHERIFF, who operates the Geiger Corrections Center, will provide inmate work crews to do trail work, brush removal and general maintenance at the Parks and Recreation Facilities and Golf Courses, in accordance with the following:

- A. Provide an inmate work crew from the Geiger Correction Center, consisting of at least one (1) supervisor and inmates.
- B. Perform work as requested of Director of Parks and Recreation, or his designee.
- C. Provide a van to transport correction crews to sites and trailers for the transport of solid waste to disposal sites.
- D. Transfer solid waste to the nearest transfer station or the waste to energy plant for weight and disposal.

SECTION NO. 2: TERM

This Agreement shall commence upon notice to proceed, and run through December 31, 2012, unless terminated earlier.

SECTION NO. 3: COMPENSATION

CITY shall pay approximately THREE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$385.00) per day, plus 56/100 DOLLARS (\$0.56) a mile to and from the job site from Geiger Correction Center, for a maximum amount of FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00) as full compensation for everything furnished and done under this Agreement. Once the maximum amount has been reached, there is no further obligation for Geiger Correction Center to provide work crews through the term of the contract.

SECTION NO. 4: PAYMENT

SHERIFF shall send its applications for payment to the Parks and Recreation Department, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of SHERIFF'S application.

At the sole option of COUNTY, a penalty may be assessed on any late payment of the monthly calculated contract amount owed by CITY in an amount equal to lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's investment pool.

SECTION NO. 5: COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state, and local laws and regulations.

SECTION NO. 6: ASSIGNMENTS

This Agreement is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

SECTION N O. 7: AMENDMENTS

This Agreement may be amended at any time by mutual written agreement.

SECTION NO. 8: ANTI-KICKBACK

No officer or employee of CITY, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

SECTION NO. 9: INDEMNIFICATION.

- A. COUNTY shall indemnify, defend and hold harmless CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the SHERIFF or COUNTY'S intentional or negligent acts or breach of its obligations under the Agreement. COUNTY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of CITY, its officers and employees.
- B. CITY shall indemnify, defend and hold harmless COUNTY and SHERIFF, their officers and employees from all claims, demands, or suits in law or equity arising from CITY'S intentional or negligent acts or breach of its obligations under the contract. CITY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of COUNTY or SHERIFF, their officers and

employees.

- C. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
- E. Each Party's duty to indemnify shall survive the termination or expiration of the contract.
- F. Each Party waives, with respect to the other Parties only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

SECTION NO. 10: SEVERABILITY

In the event any provision of this contract should become invalid, the rest of the Agreement shall remain in full force and effect.

SECTION NO. 11: STANDARD OF PERFORMANCE

The silence or omission in the Agreement regarding any detail required for the proper performance of the work, means that SHERIFF shall perform the best general practice.

SECTION NO. 12: TERMINATION

Any party may terminate this Agreement by ten (10) days written notice to the other party. In the event of such termination, CITY shall pay the SHERIFF for all work previously authorized and performed prior to the termination date.

SECTION NO. 13: NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

SECTION NO. 14: INSURANCE

During the term of the Agreement, the Parties shall maintain in force at their expense,

each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that CITY, its officers and employees are additional insureds but only with respect to the SHERIFF'S services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the SHERIFF or its insurer(s) to CITY. As evidence of the insurance coverages required by this Agreement, the Parties shall furnish acceptable insurance certificates to each other upon request

SECTION NO. 15: RELATIONSHIP OF THE PARTIES

For the purpose of this section, the term COUNTY shall also include SHERIFF. The Parties intend that an independent contractor relationship will be created by this Agreement. COUNTY shall be an independent contractor and not the agent or employee of CITY, that CITY is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the Services are performed is solely within the discretion of the SHERIFF. Any and all employees who provide Services to the CITY under this Agreement shall be deemed employees solely of the SHERIFF. The SHERIFF shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the SHERIFF or COUNTY for any purpose

SECTION NO. 16: NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail, return-receipt requested, sent to the Parties at their respective addresses herein above given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid

SECTION NO. 17: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 18: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either Party's authority or powers under law.

SECTION NO. 19: HEADINGS

The section and subsection headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 20: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. Parties have read and understand the whole of the above Agreement and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce either to execute the same.

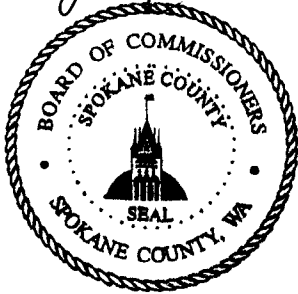
SECTION NO. 21: COUNTERPARTS

This Agreement may be executed in any number of multiple signed originals, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 22: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case any Party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other respective Party may, at its election, hold the other Party liable for all costs and damages caused by such delay.

Dated: August 21, 2012 BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



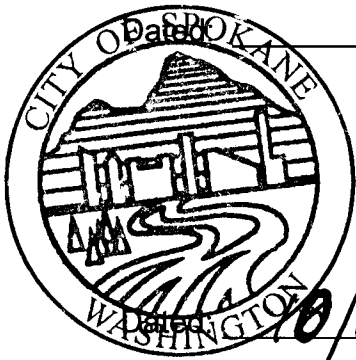
ATTEST:

Daniela Erickson
Daniela Erickson 12-0661
Clerk of the Board

Todd Mielke
TODD MIELKE, Chair

Mark Richard
MARK RICHARD, Vice-Chair

Al French
AL FRENCH, Commissioner



Dated: 8/27/12

10/8/12

SPOKANE COUNTY SHERIFF:

Ozzie Knezovich
Ozzie Knezovich, Spokane County
Sheriff

CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT

By: Tom Fiedler
Title: Parks Director

Attest:

Leri Roberts
City Clerk

Approved as to form:

D. Blum
Assistant City Attorney

NO. 12-0661

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AGREEMENT)
BETWEEN SPOKANE COUNTY, THE SPOKANE)
COUNTY SHERIFF AND THE CITY OF SPOKANE)
PARKS AND RECREATION DEPARTMENT)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to chapter 36.28 RCW, the Spokane County Sheriff is the chief executive officer and conservator of the peace of Spokane County; and

WHEREAS, chapter 39.34 RCW ("Interlocal Cooperation Act"), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the City of Spokane Parks and Recreation Department desires to enter into an Interlocal Agreement with Geiger Corrections Center to be performed by supervised inmate work crews.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "AGREEMENT" pursuant to which, under certain terms and conditions, Geiger Corrections Center will provide inmate work crews to do trail work, brush removal and general maintenance at the City of Spokane Parks and Recreation Facilities and Golf Courses. The City of Spokane shall pay the County Sheriff THREE HUNDRED EIGHTY-FIVE and NO/100 DOLLARS (\$385.00) per day in compensation, along with other costs. Such services and costs are further described in Attachment "A," attached hereto and incorporated herein.

PASSED AND ADOPTED this 21st day of August, 2012.



ATTEST:

Daniela Erickson
Daniela Erickson
Clerk of the Board

Todd Mielke
TODD MIELKE, Chair

Mark Richard
MARK RICHARD, Vice-Chair

Al French
AL FRENCH, Commissioner



CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201

SOLE SOURCE JUSTIFICATION FORM

Requisition Item: Payment for Geiger Correction Center work crews to perform needed maintenance at city owned facilities.

Requisition Number: _____

Prior Purchase Order Number (if item had been approved previously): _____

1. Describe the item and its function.

Work crews from Geiger Correction Facility comprised of inmates supervised by correction officers will perform trail work, brush removal, and general maintenance at Park and Recreation properties.

2. The item is a sole source* because:

- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard**
- sole provider of factory-authorized warranty service
- sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (detail below or in an attachment)
- the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (attach information on market price survey, availability, etc.)

3. What necessary features does this vendor provide which are not available from other vendors? Be specific. The work crews are detainees in the Spokane County Geiger Correction Facility that are available to do light labor for other Government and non-profit organizations. All supervision is provided by the Geiger Correction Officers. No other Correction Facility in Spokane County exists that has this service.

4. What steps were taken to verify that these features are not available elsewhere?.

- other brands/manufacturers were examined (list phone numbers and names, and explain why these were not suitable):
- other vendors were contacted (list phone numbers and names, and explain why these were not suitable):
- other (please explain): There is not another correction work crew in the

area

Department: Spokane Parks and Recreation

Department Contact: Mike Aho

Phone: 625-6546

Requested Vendor: Spokane County Treasurer/Spokane County Detention


Vendor's Address: PO Box 2244, Spokane, WA 99210

Vendor Contact: Jason Robinson Phone: 343-0100

Cost Estimate: Not to exceed \$18,000

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.



Signature of Requestor
(must be an authorized Department Buyer)

6.6.12

Date



Signature of Department Head or Designee

9.12.12

Date

Approval by Purchasing (when applicable)

Date

* Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

** Procurements of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving *via* a testing shall be competitively bid if there is more than one vendor of the item.

12/01/11
288



Minor Contract Summary

OPR # 2011-0528
Cross Ref _____
Destruct Date 2018

Incomplete submissions will be returned to the Requester until all requirements are met.
(Summary to be printed on green paper)

CR # _____

Date: November 29, 2011

Type of Contract:

- New Contract
- Renewal
- Amendment
- Extension
- Public Works
- Other

Contractor/
Consultant/
Vendor

Name: Spokane County Sheriff
 Address: PO Box 2244
 City, State, Zip: Spokane, WA 99210
 Remittance Address: Same
 City, State, Zip
 Phone: 343-0100
 E-Mail: jrobinson@spokanecounty.org

RECEIVED
11-29-2011
 CITY CLERK'S OFFICE
 SPOKANE, WA

Summary of Services: Inmate work crews to do trail work, brush removal, and general maintenance at Parks and Recreation properties and Golf Courses. Reallocate funds to different accounts to allow work to be done for other projects within the Parks and Recreation Department. There is no increase in the total amount just a reallocation of encumbrance.

Amount: \$30,198 Check if tax is included

Budget Code:

3408-54100-94000-56501 \$38,000 reduce by \$34,000 Revised Total \$4,000 Revised Total \$5,201
 4600-55200-76650-54201 \$500 add \$4500 Total \$5000 Revised Total \$0
 4600-55400-76650-54201 \$500 add \$4500 Total \$5000 Revised Total \$0
 4600-55500-76650-54201 \$500 add \$4500 Total \$5000 No Change
 4600-55300-76650-54201 \$500 add \$4500 Total \$5000 Revised Total \$0
 Albi 0380-52300-75280 \$4000 Revised Total \$6000
 Merkel 1400-54100-75650 \$4000 No Change Revised Total \$0
 SE 1400-54100-75651 \$4000 No Change Revised Total \$0
 Franklin 1400-54100-75652 \$4000 No Change Revised Total \$0
 Conservation Futures 1950-54920-94000-56301 \$17,497
 Under The Freeway Skatepark 1400-54400-76150-54201 \$1500

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc):

Beginning Date: 3/1/2011 Expiration Date: 12/31/2011 Open-Ended:

- Quotes (per Purchasing Policy)
- City of Spokane Business License # _____
- W-9 (for new contractors/consultants/vendors)
- Insurance Certificate

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

[Signature]
Requester

- Division Manager Pamela McKinzie
Type Name
- Director of Parks and Recreation **Leroy Eadie**

Initials *LE*

Initials

Funds are available in the appropriate budget account:
 Accountant **Judy Moss**

[Signature]
Initials

Distribution List: By: _____ Date: _____

Parks and Recreation tbressler, pmckenzie, maho, cstrong	Additional Dept.
Park Accounting	Additional Dept.
	Contractor: Spokane County Sheriff
	E-mail: jrobinson@spokanecounty.org

07/15/2011
1588



Minor Contract Summary

OPR # 2011-0528
Cross Ref
Destruct Date 2012

Incomplete submissions will be returned to the Requester until all requirements are met.
(Summary to be printed on green paper)

CR # 11740

Date: July 1, 2011

Type of Contract:

New Contract Renewal Amendment Extension Public Works Other

Contractor/ Consultant/ Vendor	Name:	Spokane County Sheriff
	Address:	PO Box 2244
	City, State, Zip:	Spokane, WA 99210
	Remittance Address:	Same
	City, State, Zip:	
	Phone:	343-0100
	E-Mail:	jrobinson@spokanecounty.org

RECEIVED
JUL 15 2011
CITY CLERK'S OFFICE
SPOKANE, WA

Summary of Services Inmate work crews to do trail work, brush removal, and general maintenance at Parks and Recreation properties and Golf Courses. Reallocate funds to different accounts to allow work to be done for other projects within the Parks and Recreation Department. There is no increase in the total amount just a reallocation of encumbrance.

Amount: \$40,000.00 Check if tax is included

Budget Code:	3408-54100-9400-56501	\$38,000 reduce by \$34,000 Revised Total \$4,000
	4600-55200-76650-54201	\$500 add \$4500 Total \$5000
	4600-55400-76650-54201	\$500 add \$4500 Total \$5000
	4600-55500-76650-54201	\$500 add \$4500 Total \$5000
	4600-55300-76650-54201	\$500 add \$4500 Total \$5000
	Albi	0380-52300-75280 \$4000
	Merkel	1400-54100-75650 \$4000
	SE	1400-54100-75651 \$4000
	Franklin	1400-54100-75652 \$4000

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc):

Beginning Date: 3/1/2011 Expiration Date: 12/31/2011 Open-Ended:

Quotes (per Purchasing Policy) W-9 (for new contractors/consultants/vendors)
 City of Spokane Business License # _____ Insurance Certificate


Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

Requester

Division Manager Pamela McKenzie
Type Name

Initials

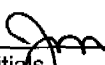
Director of Parks and Recreation Leroy Eadie



Initials

Funds are available in the appropriate budget account:

Accountant Judy Moss



Initials

Distribution List: By: _____ Date: _____

Parks and Recreation pmckenzie, maho, cstrong	Additional Dept.
Park Accounting	Additional Dept.
	Contractor: Spokane County Sheriff
	E-mail: jrobinson@spokanecounty.org

06/20/11
2011



Minor Contract Summary

OPR # 2011-0528
Cross Ref _____
Destruct Date 2018

Incomplete submissions will be returned to the Requester until all requirements are met.
(Summary to be printed on green paper)

CR # 11740 Date: June 13, 2011

Type of Contract:

New Contract Renewal Amendment Extension Public Works Other

Contractor/ Consultant/ Vendor	Name: Address: City, State, Zip: Remittance Address: City, State, Zip: Phone: E-Mail:	Spokane County Sheriff PO Box 2244 Spokane, WA 99210 Same 343-0100 jrobinson@spokanecounty.org
--------------------------------------	---	---

RECEIVED
JUN 17 2011
CITY CLERK'S OFFICE
SPOKANE, WA

Summary of Services Inmate work crews to do trail work, brush removal, and general maintenance at Parks and Recreation properties and Golf Courses.

Amount: \$40,000.00 Check if tax is included

Budget Code:

3408-54100-9400056501	\$38,000
4600-55200-76650-54201	\$500
4600-55400-76650-54201	\$500
4600-55500-76650-54201	\$500
4600-55300-76650-54201	\$500

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc):

Beginning Date: 3/1/2011 Expiration Date: 12/31/2011 Open-Ended:

Quotes (per Purchasing Policy) W-9 (for new contractors/consultants/vendors)
 City of Spokane Business License # _____ Insurance Certificate

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

Requester

Division Manager Pamela McKenzie
Type Name

Director of Parks and Recreation Leroy Eadie

Initials

Initials

Initials

Funds are available in the appropriate budget account:

Accountant Judy Moss

Distribution List: By: _____ Date: _____

Parks and Recreation	Additional Dept. <u>Risk manager</u>
----------------------	--------------------------------------

Park Accounting	Additional Dept. TAXES & LIC
	Contractor: Spokane County Sheriff
	E-mail: jrobinson@spokanecounty.org

AGREEMENT

THIS AGREEMENT is between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**, a Washington State municipal corporation, as "CITY," and **SPOKANE COUNTY**, with offices at the Spokane County Courthouse, 1116 West Broadway Avenue, Spokane, Washington 99260-0001, as "COUNTY", and the **Spokane County Sheriff**, with offices at the Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260-0001, as "SHERIFF," jointly referred to as "Parties."

The Parties agree as follows:

SECTION NO. 1: PERFORMANCE

The SHERIFF, who operates the Geiger Corrections Center, will provide inmate work crews to do trail work, brush removal and general maintenance at the Parks and Recreation Facilities and Golf Courses, in accordance with the following:

- A. Provide an inmate work crew from the Geiger Correction Center, consisting of at least one (1) supervisor and inmates.
- B. Perform work as requested of Director of Parks and Recreation, or his designee.
- C. Provide a van to transport correction crews to sites and trailers for the transport of solid waste to disposal sites.
- D. Transfer solid waste to the nearest transfer station or the waste to energy plant for weight and disposal.

SECTION NO. 2: TERM

This Agreement shall commence upon notice to proceed, and run through December 31, 2011, unless terminated earlier.

SECTION NO. 3: COMPENSATION

CITY shall pay approximately THREE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$385.00) per day, plus 51/100 dollars (\$.51) a mile to and from the job site from Geiger Correction Center, for a maximum amount of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) as full compensation for everything furnished and done under this Agreement. Once the maximum amount has been reached, there is no further obligation for Geiger Correction Center to provide work crews through the term of the contract.

11-0492

SECTION NO. 4: PAYMENT

SHERIFF shall send its applications for payment to the Parks and Recreation Department, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of SHERIFF'S application.

At the sole option of COUNTY, a penalty may be assessed on any late payment of the monthly calculated contract amount owed by CITY in an amount equal to lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's

SECTION NO. 5: COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state, and local laws and regulations.

SECTION NO. 6: ASSIGNMENTS

This Agreement is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

SECTION N O. 7: AMENDMENTS

This Agreement may be amended at any time by mutual written agreement.

SECTION NO. 8: ANTI-KICKBACK

No officer or employee of CITY, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

SECTION NO. 9: INDEMNIFICATION.

- A. COUNTY shall indemnify, defend and hold harmless CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the SHERIFF or COUNTY'S intentional or negligent acts or breach of its obligations under the Agreement. COUNTY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of CITY, its officers and employees.

11-0492

- B. CITY shall indemnify, defend and hold harmless COUNTY and SHERIFF, their officers and employees from all claims, demands, or suits in law or equity arising from CITY'S intentional or negligent acts or breach of its obligations under the contract. CITY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of COUNTY or SHERIFF, their officers and employees.
- C. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
- E. Each Party's duty to indemnify shall survive the termination or expiration of the contract.
- F. Each Party waives, with respect to the other Parties only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

SECTION NO. 10: SEVERABILITY

In the event any provision of this contract should become invalid, the rest of the Agreement shall remain in full force and effect.

SECTION NO. 11: STANDARD OF PERFORMANCE

The silence or omission in the Agreement regarding any detail required for the proper performance of the work, means that SHERIFF shall perform the best general practice.

SECTION NO. 12: TERMINATION

Any party may terminate this Agreement by ten (10) days written notice to the other party. In the event of such termination, CITY shall pay the SHERIFF for all work previously authorized and performed prior to the termination date.

SECTION NO. 13: NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection

11-0492

with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

SECTION NO. 14: INSURANCE

During the term of the Agreement, the Parties shall maintain in force at their expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that CITY, its officers and employees are additional insureds but only with respect to the SHERIFF'S services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$500,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the SHERIFF or its insurer(s) to CITY.

As evidence of the insurance coverages required by this Agreement, the Parties shall furnish acceptable insurance certificates to each other upon request

SECTION NO. 15: RELATIONSHIP OF THE PARTIES

For the purpose of this section, the terminology COUNTY shall also include SHERIFF. The Parties intend that an independent contractor relationship will be created by this Agreement. COUNTY shall be an independent contractor and not the agent or employee of CITY, that CITY is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the Services are performed is solely within the discretion of the SHERIFF. Any and all employees who provide Services to the CITY under this Agreement shall be deemed employees solely of the SHERIFF. The SHERIFF shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the SHERIFF or COUNTY for any purpose

11-0492

SECTION NO. 16: NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail, return-receipt requested, sent to the Parties at their respective addresses herein above given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid

SECTION NO. 17: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 18: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either Party's authority or powers under law.

SECTION NO. 19: HEADINGS

The section and subsection headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 20: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. Parties have read and understand the whole of the above Agreement and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce either to execute the same.

SECTION NO. 21: COUNTERPARTS

This Agreement may be executed in any number of multiple signed originals, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 22: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case any Party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other respective Party may, at its election, hold the other Party liable for all costs and damages caused by such delay.

PASSED AND ADOPTED this 31st day of May 2010.



ATTEST:

Daniela Erickson
Daniela Erickson 11-0492
Clerk of the Board

Al French
Al French, Chair

Todd Mielke
Todd Mielke, Vice-Chair

Mark Richard
Mark Richard, Commissioner

Dated: 6/1/11

SPOKANE COUNTY SHERIFF:

Ozzie Knezovich
Ozzie Knezovich, Spokane County Sheriff

Dated: 6-16-11

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

By: [Signature]
Title: Parks Director

Attest:

Approved as to form:

[Signature]
City Clerk

[Signature]
Assistant City Attorney



NO. 11-0492

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
AGREEMENT BETWEEN SPOKANE)
COUNTY, THE SPOKANE COUNTY)
SHERIFF AND THE CITY OF SPOKANE)
PARKS AND RECREATION)
DEPARTMENT)
)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

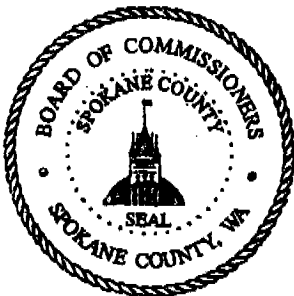
WHEREAS, pursuant to chapter 36.28 RCW, the Spokane County Sheriff is the chief executive officer and conservator of the peace of Spokane County; and

WHEREAS, chapter 39.34 RCW ("Interlocal Cooperation Act"), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the City of Spokane Parks and Recreation Department desires to enter into an Interlocal Agreement with Geiger Corrections Center to be performed by supervised inmate work crews.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "AGREEMENT" pursuant to which, under certain terms and conditions, Geiger Corrections Center will provide inmate work crews to do trail work, brush removal and general maintenance at the City of Spokane Parks and Recreation Facilities and Golf Courses. The City of Spokane shall pay the County Sheriff FORTY THOUSAND and NO/100 DOLLARS (\$40,000.00) as full compensation. Such services and costs are further described in Attachment "A," attached hereto and incorporated herein.

PASSED AND ADOPTED this 31st day of May, 2011.



ATTEST:

Dinna Vasquez obo
Daniela Erickson
Clerk of the Board

Al French
AL FRENCH, Chair

Todd Mielke
TODD MIELKE, Vice-Chair

Mark Richard
MARK RICHARD, Commissioner