



City of Spokane

Minor Contract Summary

OPR # OPR 2016-0667
 Cross Ref _____
 Destruct Date 2023
 Clerk's Dist. 02/12/16 SB

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

Department Name Code Enforcement
 Department Project # _____

New Contract
 CR # 17074
 Date: 7/27/16

Contractor/Consultant

Name: Spokane County Detention Services, Geiger Corrections Center
 Address: 1100 W Mallon Ave
 City, State, Zip: Spokane WA 99260

Remittance Address:
 City, State, Zip

RECEIVED

AUG 01 2016

CITY CLERK'S OFFICE

Summary of Services

Geiger Corrections Center will provide supervised inmate crews to provide general clean up and related work as requested by the director of Neighborhood and Business Services

Amount: \$13,000.00

Budget Code: 0750 30210 58700 54201 99999

Maximum Amount

Beginning Date: 1/1/16 Expiration Date: 12/31/16 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License and expiration date If Public Works Contract, Contractor has been notified of State Law requirements UBI Number and Expiration Date

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Suzanne Tresko

Funds are available in the appropriate budget account

Accountant

Michelle Hughes
 Signature

7/28/16
 Date

Department Head

[Signature]
 Signature

7/29/16
 Date

Other

 Signature

 Date

Other

 Signature

 Date

Distribution List

Contractor E-mail: <u>jrobison@spokanecounty.org</u>	Contract Accounting: kkook@spokanecity.org
Dept. Contact E-mail: <u>stresko@spokanecity.org</u>	<u>cbrazington@spokanecity.org</u>
<u>bamiller@spokanecounty.org</u>	<u>mhughes@spokanecity.org</u>
<u>htrautman@spokanecity.org</u>	

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, 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".

The parties agree as follows:

1. PERFORMANCE. The County, which operates the Geiger Corrections Center, will provide an inmate work crew to PROVIDE SUPERVISED INMATE CREWS TO PROVIDE GENERAL CLEAN-UP AND RELATED WORK AS REQUESTED BY THE DIRECTOR OF NEIGHBORHOOD AND BUSINESS SERVICES, and in accordance with the attached Scope of Work.
2. CONTRACT TERM. The Contract shall begin January 1, 2016 and run through December 31, 2016, unless terminated earlier.
3. COMPENSATION. The City shall pay the County in accordance with the rates provided on the attached Scope of Work for a maximum of THIRTEEN THOUSAND AND NO/100 DOLLARS (\$13,000.00) for all services furnished and completed under this Contract.
4. PAYMENT. The County shall send its applications for payment to the Neighborhood Services and Code Enforcement Department, Sixth 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.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENTS. This Contract 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.
7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.
8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, 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 Contract.

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 negligent acts, omissions 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 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.

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

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

12. TERMINATION. Any party may terminate this Contract 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.

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 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 County 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 County.

14. **BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The County shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the County does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

15. **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.

Dated on 7-29-16

CITY OF SPOKANE

By: 

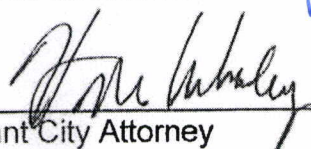
Title: DIRECTOR MBS



Attest:


City Clerk

Approved as to form:


Assistant City Attorney

Dated on 08-25-16

SPOKANE COUNTY DETENTION SERVICES

E-Mail address: _____

By: _____




ADOPTED by the Board of County Commissioners of Spokane County, Washington this 19th day of July 2016.

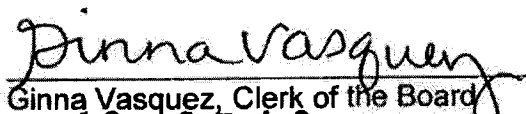
BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON



ATTEST:


SHELLY O'QUINN, CHAIR


AL FRENCH, VICE-CHAIR


Ginna Vasquez, Clerk of the Board
16-0540


NANCY MCLAUGHLIN, COMMISSIONER

Attachment that is a part of this Contract:

Scope of Work

AGENDA SHEET

SUBMITTING DEPARTMENT: Spokane County Detention Services

CONTACT PERSON: Jason Robison

PHONE NUMBER: (509)863-7470

CHECK TYPE OF MEETING ITEM BELOW:

9:00 AM CEO MEETING:

2:00 PM CONSENT AGENDA:
BY LEAVE:

5:30 PM LEGISLATIVE SESSION:
BY LEAVE:

SPECIAL SESSION:

BELOW FOR CLERK'S USE ONLY:

Clerk's Resolution No. 16-0540
Approved: Majority/Unanimous _____
Denied: Majority/Unanimous _____
Renews/Amends No. _____
Public Works No. _____
Purchasing Dept. No. _____

AGENDA TITLE: *Interlocal Agreement Amendment between Spokane County Detention Services and the City of Spokane.*

BACKGROUND: *To provide supervised inmate crews to provide general clean-up and related work as requested by the Director of Neighborhood and Business Services.*

REQUESTED BOARD ACTION:
Approval

SIGNATURES: *(Signatures must be completed before submitting to the Clerk of the Board).*

1) Legal Department

3) Budget Office

5) Central Services

2) Auditor's Office

4) Department Head/Elected Official or Designated Authority (Requesting Agenda Item)

Other

This item will need to be codified in the Spokane County Code.

NO. 16 - 0540

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A)
CONTRACT BETWEEN THE CITY OF)
SPOKANE AND SPOKANE COUNTY)
DETENTION SERVICES, GEIGER)
CORRECTIONS)

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, 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

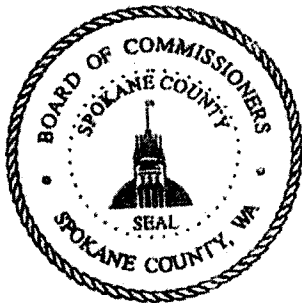
WHEREAS, the City of Spokane desires to enter into an Interlocal agreement with Spokane County Detention Services – Geiger Corrections Center;

WHEREAS, the City of Spokane has a need for manual labor to provide general clean-up and related work as requested by the Director of Neighborhood and Business Services.

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 “CONTRACT” pursuant to which, under certain terms and conditions, Geiger Corrections Center will provide inmate work crews to assist in litter removal. Such services and costs are further described in Attachment “A,” attached hereto and incorporated herein.

PASSED AND ADOPTED this 19th day of July, 2016

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



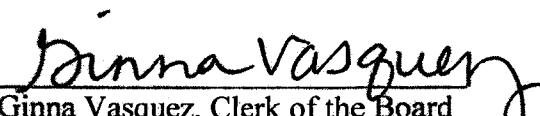
ATTEST:



SHELLY O'QUINN, CHAIR



AL FRENCH, VICE-CHAIR



Ginna Vasquez, Clerk of the Board



NANCY MCLAUGHLIN, COMMISSIONER

Scope of Work – 2016 General contract with Spokane County Detention Services, Geiger Corrections Center

Spokane County Detention Services will provide supervised inmate crews to perform various tasks such as litter and solid waste pick up, graffiti removal, vegetation removal and disposal, sweeping and washing sidewalks, and other related work as requested by the Director of the Neighborhood and Business Services Division or designee in accordance with the following:

- A. Provide an inmate work crew from the Geiger Corrections Center, consisting of at least one (1) supervisor and six (6) inmates, and transportation, supplies and tools,
- B. Rate: 5-8 hours = \$385.00; 4 hours = \$217.50; 3 hours = \$169.50; 2 hours = \$121.25; 1 hour = \$73.
- C. Disposal costs shall be paid for by the City under a designated account.



City of Spokane

Minor Contract Summary

OPR # OPR 2016-0359
 Cross Ref _____
 Destruct Date 2023
 Clerk's Dist. 04/19/16 SSB

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

Department Name Neighborhood Services and Code Enforcement
 Department Project # _____

New Contract
 CR # 16783
 Date: 04/14/2016

Contractor/Consultant

Name: Spokane County Detention Services, Geiger Corrections Center
 Address: 1100 West Mallon Avenue
 City, State, Zip: Spokane, Washington, 99260-0001

Remittance Address: Same
 City, State, Zip _____

RECEIVED

APR 15 2016

CITY CLERK'S OFFICE

Summary of Services

Pick up litter and paint over or remove graffiti below the Interstate 90 viaduct from Maple Street to Division Street, including the sidewalks, alleys and vegetated areas immediately adjacent to the north and south of the freeway viaduct.

Amount: Thirty seven thousand five hundred and no/100 dollars (\$37,500.00) plus a maximum of two thousand five hundred and no/100 (\$2,500.00) for supplies. Budget Code: 1450-22050-42650-54201

Maximum Amount: \$40,000.00

Beginning Date: January 1, 2016 Expiration Date: December 31, 2016 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (as per contract)
- City Business License and expiration date
- If Public Works Contract, Contractor has been notified of State Law requirements
- UBI Number 600-331-756 and Expiration Date December 31, 2017

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Suzanne Tresko x6529

Funds are available in the appropriate budget account

Accountant _____

Department Head _____

Other _____

Other _____


 Signature

 Signature

 Signature

 Signature

4/14/16
 Date
4/14/16
 Date

 Date

 Date

Distribution List

Contractor E-mail: jrobison@spokanecounty.org	Contract Accounting: kkeck@spokanecity.org
bamiller@spokanecounty.org	
Dept. Contact E-mail: stresko@spokanecity.org	Taxes and Licenses
htrautman@spokanecity.org	cbrazington@spokanecity.org

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, 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".

The parties agree as follows:

1. PERFORMANCE. The County, which operates the Geiger Corrections Center, will provide an inmate work crew to PICK UP LITTER AND REMOVE GRAFFITI BELOW THE INTERSTATE 90 (I-90) VIADUCT FROM MAPLE STREET TO DIVISION STREET, INCLUDING THE SIDEWALKS, ALLEYS AND VEGETATED AREAS IMMEDIATELY ADJACENT TO THE NORTH AND SOUTH OF THE FREEWAY VIADUCT, according to the attached Scope of Work.
2. CONTRACT TERM. The Contract shall begin January 1, 2016 and run through December 31, 2016, unless terminated earlier.
3. COMPENSATION. The City shall pay the County in accordance with the rates provided on the attached Scope of Work for a maximum of THIRTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$37,500.00) for all services furnished and completed under this Contract, plus a maximum amount not to exceed TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) for graffiti removal supplies.
4. PAYMENT. The County shall send its applications for payment to the Neighborhood Services and Code Enforcement Department, Sixth 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.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENTS. This Contract 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.
7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.
8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, 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 Contract.

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 negligent acts, omissions 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 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.

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

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

12. TERMINATION. Any party may terminate this Contract 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.

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 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 County 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 County.

14. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The County shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the County does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

15. 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.

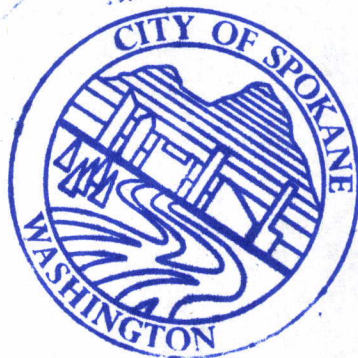
There shall be no cancellation, material change, reduction of limits or intent not to renew the County's WCRP MLC insurance coverage(s) without sixty (60) days written notice from the County or its insurer(s) to the City.

Dated on 4/14/16

CITY OF SPOKANE

By: [Signature]

Title: Dirak



Attest:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

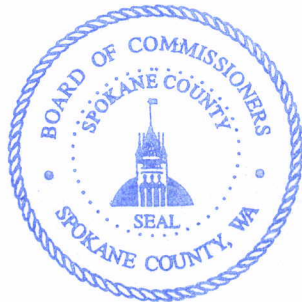
Dated on 3/28/16

SPOKANE COUNTY DETENTION SERVICES

E-Mail address: _____

By: [Signature] Director

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 22nd day of March 2016.



ATTEST:

[Signature: Ginna Vasquez]
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

[Signature: Shelly O'Quinn]
SHELLY O'QUINN, CHAIR

[Signature: Al French]
AL FRENCH, VICE-CHAIR

[Signature: Nancy McLaughlin]
NANCY MCLAUGHLIN, COMMISSIONER

16 - 0237

NO. 16 - 0237

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A CONTRACT)
BETWEEN THE CITY OF SPOKANE AND)
SPOKANE COUNTY DETENTION SERVICES,)
GEIGER CORRECTIONS)

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 management of County funds and business; 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 desires to enter into an Interlocal agreement with Spokane County Detention Services – Geiger Corrections Center;

WHEREAS, the City of Spokane has a need for manual labor to assist in picking up litter below the Interstate 90 Viaduct from Maple Street to Division Street, including the sidewalks, alleys and vegetated areas immediately adjacent to the North and South of the freeway viaduct.

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 "CONTRACT" pursuant to which, under certain terms and conditions, Geiger Corrections Center will provide inmate work crews to assist in litter removal. Such services and costs are further described in Attachment "A", attached hereto and incorporated herein.

PASSED AND ADOPTED this 22nd day of March, 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

Nancy McLaughlin

NANCY MCLAUGHLIN, COMMISSIONER

I-90 litter control and graffiti abatement

Spokane County Detention Services

Amount of contract:

\$37,500.00 as full compensation for everything furnished and done under this contract, plus \$2,500.00 for graffiti paint, remover, and supplies.

Crew rate including supervising officer:

5-8 hours = \$385.00

4 hours = \$217.50

3 hours = \$169.50

2 hours = \$121.25

1 hour = \$73

Term:

Notice to proceed through December 31, 2016.

Scope:

Spokane County Detention Services Department, who operates the Geiger Corrections Center, will provide an inmate work crew to clean up litter, illegal dumping and solid waste, and paint over or remove graffiti.

Work area is below the Interstate 90 viaduct from Maple Street to Division Street, including the sidewalks, alleys and vegetated areas immediately adjacent to the north and south of the freeway viaduct. Specific parking lot areas are excluded and will be identified at the beginning of the order to proceed and updated as lease agreements change. Graffiti abatement will include painting over or removing the graffiti. Litter cleanup will include servicing and relining garbage cans, but will exclude garbage or items inside porta potties.

Detention Services will provide workers on the inmate crew for each work day, and will notify the Code Enforcement supervisor at least 2 days in advance of any day that they are not able to provide at least 6 workers on the inmate crew.

Detention Services will provide all equipment, materials, and supplies necessary for litter clean up, including but not limited to disposal bags, rakes, brooms, shovels, pickers, and gloves.

Detention Services will use the color scheme and paint type designated in the I-90 Viaduct Summary.

City will pay for:

- Graffiti abatement materials and supplies up to \$2,500.00,
- Solid waste disposal at the Waste to Energy facility through a designated disposal account supplied by the City, and
- Mileage base on the 2016 Federal standard mileage rate for business at \$0.54/mile.

Crew schedule will be for 3 days per week and up to 4 hours per day. If work is accomplished in less than four hours, the crew is to end the shift for that day. Additional days or hours may be added as

preapproved by the Code Enforcement supervisor and determined by need and available contract budget.

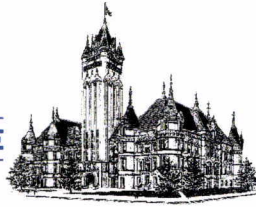
Notes: Annual mileage = \$1,263.60 (15 miles/day, 0.54/mi, 3 days/wk); Graffiti materials and supplies = \$2,500.00; Remaining budget for labor = \$36,236.40, enough for 4 hr/day, 3 days/week with a limited budget for preapproved full days.

RECEIVED

APR 01 2016

CITY CLERK'S OFFICE

S P O K A N E



C O U N T Y

OFFICE OF COUNTY COMMISSIONERS

NANCY McLAUGHLIN, 1ST DISTRICT • SHELLY O'QUINN, 2ND DISTRICT • AL FRENCH, 3RD DISTRICT

March 31, 2016

Terrie Pfister
City of Spokane, City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Re: Executing a contract between the City of Spokane, Spokane County Detention Services, and Geiger Corrections.

Good Afternoon Theresa,

Enclosed you will find a copy of the contract between the City of Spokane, Spokane County Detention Services and Geiger Corrections. Page three requires signatures from the city. Once the document is fully executed please return to the Spokane County Commissioners Office.

Should you have any questions or concerns please feel free to contact our office at (509) 477-2265.

Have a wonderful day!

Sincerely,

A handwritten signature in blue ink that reads "Katrina Solum". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Katrina Solum
Office Assistant

ksolum@spokanecounty.org



City of Spokane

Minor Contract Summary

OPR # 2015-0405
 Cross Ref _____
 Destruct Date 01-01-2022
 Clerk's Dist. 05-14

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

Department Name Code Enforcement/Neighborhood Services
 Department Project # _____

New Contract
 CR # 15521
 Date: _____

Contractor/Consultant

Name: Spokane County
 Address: 1116 W Broadway
 City, State, Zip: Spokane WA 99260

Remittance Address:
 City, State, Zip

Summary of Services

The Spokane County Detention Services Department will provide inmate work crews to provide graffiti removal for the City of Spokane.

Amount: \$25,000.00

Budget Code: 1200 58100 38148 54201

Maximum Amount \$25,000.00

Beginning Date: 1/1/2015 Expiration Date: 12/31/2015 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: MICHELLE HECKER

Funds are available in the appropriate budget account

Accountant [Signature]
 Signature

5/6/15
 Date

Department Head [Signature]
 Signature

5/4/15
 Date

Other _____
 Signature

 Date

Other _____
 Signature

 Date

Distribution List

Contractor E-mail: <u>JROBISON@SPOKANECOUNTY.ORG</u>	Contract Accounting: <u>jsalstrom@spokanecity.org</u>
Dept. Contact E-mail: <u>stresko@spokanecity.org</u>	Taxes and Licenses
	<u>cbrazington@spokanecity.org</u>

RECEIVED
 MAY 06 2015
 CITY CLERK'S OFFICE
 SPOKANE, WA

AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE CODE ENFORCEMENT / OFFICE OF NEIGHBORHOOD SERVICES 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 hereafter as the "Parties".

The Parties agree as follows:

SECTION NO. 1: PERFORMANCE

A. COUNTY RESPONSIBILITES: The Spokane County Detention Services Department, who operates the Geiger Corrections Center, will provide inmate work crews to provide graffiti removal for the City of Spokane, in accordance with the following:

1. Provide an inmate work crew from the Geiger Correction Center, consisting of at least one (1) supervisor and inmates;
2. Perform graffiti removal work as requested by the Director of Code Enforcement/Office of Neighborhood Services, or designee; and
3. Provide a van to transport correction crews to sites, and trailers for the transport of graffiti abatement materials to work sites.

B. CITY RESPONSIBILITES: The City will supply painting materials, such as paint, rollers, brushes, etc. which are necessary for the graffiti removal at the City of Spokane and private property.

SECTION NO. 2: TERM

This Agreement shall commence on January 1, 2015, and run through December 31, 2015, 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. The City will pay TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), excluding taxes if applicable, as full compensation for everything

furnished and done under this Agreement, subject to allowable additions and deductions as provided.

SECTION NO. 4: PAYMENT

The County shall send its applications for payment to the City of Spokane Code Enforcement/Office of Neighborhood Services Department, Sixth 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 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 21st day of April 2014.



ATTEST:

[Signature]
Al French, ~~Chair~~

[Signature]
Todd Mielke, Vice Chair

[Signature]
Ginna Vasquez
Interim Clerk of the Board
2015-0312

[Signature]
Shelley, O'Quinn, Commissioner

Dated: 5/6/15

CITY OF SPOKANE CODE ENFORCEMENT /
OFFICE OF NEIGHBORHOOD SERVICES
DEPARTMENT



By: [Signature]
Title: Drake **CES DIRECTOR**

Attest:

Approved as to form:

[Signature]
City Clerk

[Signature]
Assistant City Attorney



OFFICE OF COUNTY COMMISSIONERS
TODD MIELKE, 1ST DISTRICT • SHELLY O'QUINN, 2ND DISTRICT • AL FRENCH, 3RD DISTRICT

RECEIVED

APR 27 2015

CITY CLERK'S OFFICE
SPOKANE, WA

April 23, 2015

Terri Pfister
Office of the City Clerk
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Re: Agreement between Spokane County, Spokane County Detention Services and the City of Spokane Code Enforcement/Office of Neighborhood Services Department.

The above agreement were approved during the April 21, 2015 Consent Agenda Meeting under Resolution No. 2015-0312. Enclosed you will find an original copy for you to retain for your records.

Sincerely,

Katrina Solum
Office Assistant

11/19/2015
83



Agenda Sheet for City Council Meeting of:
08/17/2015

Date Rec'd	7/29/2015
Clerk's File #	OPR 2013-0465
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	BT

Submitting Dept	NEIGHBORHOOD SERVICES & CODE ENFORCEMENT
Contact Name/Phone	SUZANNE TRESKO 625-6529
Contact E-Mail	STRESKO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1200 CONTRACT AMENDMENT FOR GEIGER WORK CREW GENERAL SERVICES

Agenda Wording
Add funds to the 2013 contract with Geiger Crew for general service requests throughout the City.

Summary (Background)
Add funds to the existing contract with Geiger Crew for general service requests such as painting railroad viaducts, weeding storm gardens, and washing downtown sidewalks in preparation of Spring downtown events.

Fiscal Impact	Budget Account
Expense \$ 17,140.00	# 0750-36230-58100-54201
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	TRAUTMAN, HEATHER	Study Session	7/15/2015
Division Director	MALLAHAN, JONATHAN	Other	
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	Mhughes@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	htrautman@spokanecity.org	
Additional Approvals		hwhaley@spokanecity.org	
Purchasing		mlesesne@spokanecity.org	
		mhecker@spokanecity.org	
		rdevin@spokanecity.org	

APPROVED BY
SPOKANE CITY COUNCIL:
8/17/2015
Tom Hester
CITY CLERK

#56

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE COUNTY DETENTION SERVICES, with offices at the Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260-0001, as "County Detention", and SPOKANE COUNTY, with offices at the Spokane County Courthouse, 1116 West Broadway Avenue, Spokane, Washington 99260-0001, as "County", jointly referred to as "Parties."

WHEREAS, the parties entered into a Contract wherein the Parties agreed the County, which operates the Geiger Corrections Center, will provide inmate work crews to assist with various tasks such as litter and solid waste pickup, graffiti removal, vegetation removal and disposal and other labor related tasks; and

WHEREAS, funds are required to clean-up additional areas; -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Contract dated May 14, 2013 and May 20, 2013, 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 March 1, 2015.
3. COMPENSATION. The City shall pay SEVENTEEN THOUSAND ONE HUNDRED FORTY AND NO/100 DOLLARS (\$17,140.00) for everything furnished and done under this Contract Amendment.

Dated: 8/28/15

CITY OF SPOKANE



By: David A. Cunniff

Title: Mayor

Attest:

Gina Vasquez
City Clerk

Approved as to form:

John McHenry
Assistant City Attorney

Dated on 10/12/15

SPOKANE COUNTY DETENTION SERVICES

E-Mail address, if available: _____

J. McHenry
By: *J. McHenry, Director*

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 29th day of September 2015.



ATTEST:

Gina Vasquez
Ginna Vasquez
Clerk of the Board

Todd Mielke
Todd Mielke, Chair

Shelly O'Quinn
Shelly O'Quinn, Vice-Chair

Al French
Al French, Commissioner

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT AMENDMENT)
BETWEEN SPOKANE COUNTY DETENTION) **RESOLUTION**
SERVICES AND THE CITY OF SPOKANE)
CODE ENFORCEMENT)

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

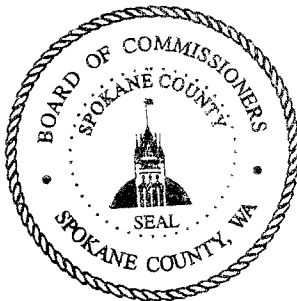
WHEREAS, chapter 39.34. RCW ("Interlocal Cooperation Act") authorizes two or more public agencies to enter into agreements with one another for joint or cooperative action to perform certain functions which each may legally perform; and

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

WHEREAS, the City of Spokane has a need for manual labor for general requests such as painting railroad viaducts, weeding storm gardens, and washing downtown sidewalks in preparation of Spring downtown events.

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 with various tasks such as litter and solid waste pickup, graffiti removal, vegetation removal and disposal and other related tasks.

PASSED AND ADOPTED this 29th day of September, 2015



ATTEST:

Gina Vasquez
Gina Vasquez
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Todd Mielke
TODD MIELKE, CHAIR

Shelly O'Quinn
SHELLY O'QUINN, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER



City of Spokane

Minor Contract Summary

OPR # OPR 2013-0465
 Cross Ref _____
 Destruct Date 2021
 Clerk's Dist. 10.15.14 SAB

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

Department Name Neighborhood Services & Code Enforcement
 Department Project # _____

New Contract
 CR # 14812
 Date: 10-8-14

Contractor/Consultant

Name: **Spokane County Detention Services**
 Address: 1100 W Mallon
 City, State, Zip: Spokane WA 99260-0001

Remittance Address:
 City, State, Zip

RECEIVED

OCT 08 2014

CITY CLERK'S OFFICE
 SPOKANE, WA

Summary of Services

Contract with the County Sheriff who operates the Geiger Corrections Center to provide an inmate work crew to assist with various tasks such as litter and solid waste pickup, graffiti removal, vegetation removal and disposal and other labor related tasks as designated

Amount: \$11,000.00

Budget Code: 0750-³⁰²¹⁰~~36230~~-58100-54201

Maximum Amount

Beginning Date: _____ Expiration Date: _____ Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (as per contract)
- City Business License
- If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: *M. Hecker*

Funds are available in the appropriate budget account

Accountant _____
 Signature _____

Department Head _____
 Signature _____

Other _____
 Signature _____

Other _____
 Signature _____

Date 10/8/14

Date 10/9/14

Date 9/25/14

Date _____

Date _____

Distribution List

Contractor E-mail: <u>derickson@spokanecounty.org</u> <u>jrobison@spokanecounty.org</u>	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail: <u>mhecker@spokanecity.org</u> <u>htrautman@spokanecity.org</u> ; <u>stresko@spokanecity.org</u>	Taxes and Licenses <u>mhughes@spokanecity.org</u>
<u>cbrazington@spokanecity.org</u>	

14-0698

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE COUNTY DETENTION SERVICES,, with offices at the Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260-0001, as "County Detention", and SPOKANE COUNTY, with offices at the Spokane County Courthouse, 1116 West Broadway Avenue, Spokane, Washington 99260-0001, as "County", jointly referred to as "Parties."

WHEREAS, the parties entered into a Contract wherein the Parties agreed the County, which operates the Geiger Corrections Center, will provide inmate work crews to assist with various tasks such as litter and solid waste pickup, graffiti removal, vegetation removal and disposal and other labor related tasks; and

WHEREAS, funds are required to clean-up additional areas; -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Contract dated May 14, 2013 and May 20, 2013, 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 upon signature of all Parties.
3. COMPENSATION. The City shall pay ELEVEN THOUSAND AND NO/100 DOLLARS (\$11,000.00) for everything furnished and done under this Contract Amendment.

Dated: 9/25/14

10/9/14

CITY OF SPOKANE

By: [Signature]

Title: Director, Business & Developer Services

[Signature]

DIRECTOR CNS

Attest:

Len Reynolds
City Clerk

Approved as to form:

Pat Dahl
Assistant City Attorney

Dated on 8/18/14

SPOKANE COUNTY DETENTION SERVICES

E-Mail address, if available: _____



By: J. McGowan
J. McGowan, Director

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



Al French
Al French, Chair

ATTEST:

absent
Todd Mielke, Vice-Chair

Daniela Erickson
Daniela Erickson
Clerk of the Board

Shelly O'Quinn
Shelly O'Quinn, Commissioner

NO. 13-0481

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING AN)
INTERLOCAL AGREEMENT BETWEEN)
SPOKANE COUNTY, THE SPOKANE COUNTY)
SHERIFF AND THE CITY OF SPOKANE CODE)
ENFORCEMENT 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

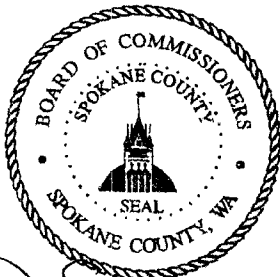
WHEREAS, chapter 39.34 RCW ("Interlocal Cooperation Act"), authorizes two or more public agencies to enter into agreements with one another for joint or cooperative action to perform certain functions which each may legally perform; and

WHEREAS, the City of Spokane has a need for manual labor to cleanup UNDER THE INTERSTATE 90 VIADUCT from Maple Street to Division Street, between 3rd and 4th Avenues, hereinafter referred to as "I-90 Viaduct Project"; and

WHEREAS, the City of Spokane desires to enter into an Interlocal Agreement with Spokane County wherein Geiger Corrections Center will provide manual labor to the City of Spokane in accordance with the I-90 Viaduct Project summary.

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 "CONTRACT" pursuant to which, under certain terms and conditions, Geiger Corrections Center will provide manual labor in accordance with the I-90 Viaduct Project summary. Such services and compensation for those services are further described in Attachment "A," attached hereto and incorporated herein.

PASSED AND ADOPTED this 14th day of May, 2013.



ATTEST:

Daniela Erickson
Daniela Erickson
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Shelley O'Quinn
SHELLEY O'QUINN, Chair

Al French
AL FRENCH, Vice-Chair

Todd Mielke
TODD MIELKE, Commissioner

City Clerk's No. _____

CONTRACT
13-0481

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

The parties agree as follows:

1. PERFORMANCE. The County Sheriff, who operates the Geiger Corrections Center, will provide an inmate work crew to CLEAN UP UNDER THE INTERSTATE 90 VIADUCT FROM MAPLE STREET TO DIVISION STREET, BETWEEN 3RD AND 4TH AVENUES, in accordance with the I-90 Viaduct Project Summary, attached.
2. CONTRACT TERM. The contract shall begin upon notice to proceed and run through December 31, 2015, unless terminated earlier.
3. COMPENSATION. The City shall pay the County Sheriff THREE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$385.00) per day for a maximum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) per year as full compensation for everything furnished and done under this contract, plus a maximum of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) for graffiti removal supplies. These rates will be reviewed annually. Adjustments to service fees shall be submitted by the County Sheriff to the City for consideration no later than September 1st of the prior year to a new budget year.
4. PAYMENT. The County Sheriff shall send its applications for payment to the Code Enforcement Division, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the County Sheriff's application.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENTS. This contract 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.
7. AMENDMENTS. This contract may be amended at any time by mutual written agreement.
8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the

power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, 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 contract.

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 Sheriff or 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 and County Sheriff, their 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 or County 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.

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

11. STANDARD OF PERFORMANCE. The silence or omission in the contract regarding any detail required for the proper performance of the work, means that the County Sheriff shall perform the best general practice.

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

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.

14. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The County shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the County does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

15. INSURANCE. During the term of the contract, the County Sheriff shall maintain in force at its own 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 contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the County Sheriff's services to be provided under this contract; 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 County Sheriff or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the County Sheriff shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best.

Dated on 5-20-13

CITY OF SPOKANE

By: [Signature]
Title: Director CNS



Attest:

Approved as to form:

[Signature]
City Clerk

[Signature]
Assistant City Attorney

Dated on May 14, 2013

SPOKANE COUNTY SHERIFF

E-Mail address, if available: _____

By: [Signature]
Ozzie Knezovich

ADOPTED by the Board of County Commissioners of Spokane County, Washington
this 14th day of May 2013.



ATTEST:

[Signature]
Shelly O'Quinn, Chair

[Signature]
Al French, Vice-Chair

[Signature]
Daniela Erickson 13-0481
Clerk of the Board

[Signature]
Todd Mielke, Commissioner

13-065

09R2013-0464

11/02/2012 10:13 FAX 5094772681

Spokane County Risk Mgmt

0001/0001

Certificate of Liability Insurance	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.	
INSURED INFORMATION:	COVERING AGENCY/POOL:
Spokane County, Washington Attn: Steve Bartel, Risk Manager West 1229 Madison Avenue Spokane, WA 99260-0230	Washington Counties Risk Pool 2558 E.W. Johnson Road SW, Suite 106 Tugwater, Washington 98512-6103
THIS IS TO CERTIFY THAT THE LIABILITY POLICY LISTED BELOW HAS BEEN ISSUED TO THE PARTICIPATING MEMBER NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGES AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.	
POLICY NUMBER:	28123013-RISKPOOL-SPCO
POLICY EFFECTIVE DATE:	October 1, 2012
POLICY EXPIRATION DATE:	October 1, 2013
LIMITS OF LIABILITY EACH OCCURRENCE	
HEARD AND COMBINED:	\$10,000,000.00
TYPES OF INSURANCE AFFORDED:	
Including:	General Liability Bodily Injury Personal Injury Property Damage Errors and Omissions/Professional Advertising Injury Contractual
Including:	Automobile Liability Owned, nonowned and hired autos
Use of Geiger Work Crew for the I-90 beautification project	SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE MEMBER WILL BE RESPONSIBLE TO MAIL IN WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE MEMBER, OR ITS AGENTS OR REPRESENTATIVES.
CERTIFICATE HOLDER:	ISSUE DATE:
Neighborhood Services & Code Enforcement 808 W. Spokane Falls Blvd. Spokane WA. 99201	October 16, 2012
	Authorized Representative: <i>Carli Stehmann</i> Claims Assistant

13-0481

No. 14-0698

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING AN)
INTERLOCAL AGREEMENT AMENDMENT)
BETWEEN SPOKANE COUNTY DETENTION)
SERVICES AND THE CITY OF SPOKANE CODE)
ENFORCEMENT)

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

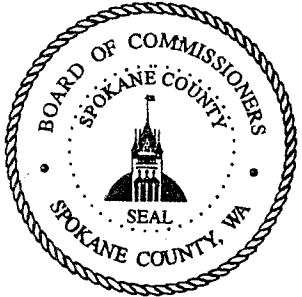
WHEREAS, Detention Services provides adult offender work crew for hire by other jurisdictions; and

WHEREAS, the City of Spokane has a need for manual labor to cleanup under the Interstate 90 Viaduct from Maple Street to Division Street between 3rd and 4th Avenues; and

WHEREAS, the Parties desire to amend and add additional dollars to the Interlocal Agreement wherein Detention Services will provide additional manual labor to the City of Spokane in accordance with the I-90 Viaduct Project summary and as amended.

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 "Contract Amendment" pursuant to which, under certain terms and conditions, Detention Services will provide manual labor in accordance with the I-90 Viaduct Project summary and its amendments.

APPROVED BY THE BOARD this 2nd day of September, 2014.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Al French
Al French, Chair

Absent
Todd Mielke, Vice-Chair

ATTEST:

Daniela Erickson
Daniela Erickson, Clerk of the Board

Shelly O'Quinn
Shelly O'Quinn, Commissioner



City of Spokane

Minor Contract Summary

OPR # OPR 2013-0465
 Cross Ref _____
 Destruct Date 2021
 Clerk's Dist. 06-18-13 SR

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

Department Name Neighborhood Services & Code Enforcement
 Department Project # _____

New Contract
 CR # 13529
 Date: 6/12/13

Contractor/Consultant

Name: **Spokane County Sheriff**
 Address: **1100 W Mallon**
 City, State, Zip: **Spokane WA 99260**

Remittance Address: **Cnty Treasurer PO Box 2244**
 City, State, Zip: **Spokane WA 99210-2244**

Summary of Services

Contract with the County Sheriff who operates the Geiger Corrections Center to provide an inmate work crew to assist with various tasks such as litter and solid waste pickup, graffiti removal, vegetation removal and disposal and other labor related tasks as designated.

Amount: \$26,000.00

Budget Code: 0750-36230-58100-54201

RECEIVED

JUN 14 2013

**CITY CLERK'S OFFICE
 SPOKANE, WA**

Maximum Amount

Beginning Date: 1/1/2013 Expiration Date: 12/31/2015 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (as per contract)
- City Business License
- If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: *[Signature]*

Funds are available in the appropriate budget account

Accountant	<u><i>Michelle Hagedorn</i></u> Signature	<u>6/13/13</u> Date
Department Head	<u><i>[Signature]</i></u> Signature	<u>6/14/13</u> Date
Other	_____ Signature	_____ Date
Other	_____ Signature	_____ Date

Distribution List

Contractor E-mail: derickson@spokanecounty.org	Contract Accounting: mlesesne@spokanecity.org
jrobison@spokanecounty.org	Taxes and Licenses
Dept. Contact E-mail: cemmerson@spokanecity.org	korlob@spokanecity.org
htrautman@spokanecity.org	bchilds@spokanecity.org
cbrazington@spokanecity.org	

AGREEMENT
13-0482

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

The Parties agree as follows:

SECTION NO. 1: PERFORMANCE

The County, which operates the Geiger Corrections Center, will provide inmate work crews to assist with various tasks such as litter and solid waste pickup, graffiti removal, vegetation removal and disposal and other labor related tasks, 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 the Business and Developer Services, or designee.

The City shall provide reimbursement for purchases of special supplies, such as Paint and shall pay tipping (disposal) fees.

SECTION NO. 2: TERM

This Agreement shall begin upon notice to proceed and run through December 31, 2015.

SECTION NO. 3: COMPENSATION

The City shall pay the following as full compensation for everything furnished and done under this Agreement.

Work Crew Daily Rates

5 – 8 hours - \$385
4 hours – \$217.50
3 hours – \$169.50
2 hours - \$121.25
1 hour - \$73

Work Crew Weekend/Holiday Rates

5 – 8 hours - \$450
4 hours - \$250
3 hours - \$193.75
2 hours - \$137.50
1 hour - \$81.25

Mileage

Per mileage fee based on current IRS Standard Mileage Reimbursement Rate

These rates will be reviewed annually. Adjustments to service fees shall be submitted by the Sheriff to the City for consideration no later than September 1st of the prior year to a new budget year.

SECTION NO. 4: PAYMENT

The County shall send its applications for payment to the Office of Business and Developer Services, Third 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. At the sole option of the County, a penalty may be assessed on any late payment of the monthly calculated contract amount owed by the 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 the 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 City, its officers and employees.
- B. The City shall indemnify, defend and hold harmless the County, their 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, 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 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, 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 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 the City, its officers and employees are additional insureds but only with respect to the County'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 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 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 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.



5/20/13

_____ CITY OF SPOKANE

By: _____

Title: _____

[Handwritten Signature]
Director - BDS

Approved as to form:

_____ City Clerk

[Handwritten Signature]
_____ Assistant City Attorney

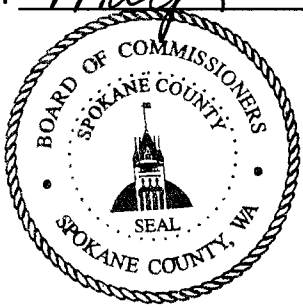
Dated on May 14, 2013

SPOKANE COUNTY SHERIFF

E-Mail address, if available: _____

By: [Signature]
Ozzie Knezovich

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 14th day of May 2013.



ATTEST:

[Signature]
Shelly O'Quinn, Chair

[Signature]
Al French, Vice-Chair

[Signature]
Daniela Erickson 13-0482
Clerk of the Board

[Signature]
Todd Mielke, Commissioner

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 CODE ENFORCEMENT)
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 desires to enter into an Interlocal Agreement with Geiger Corrections Center whereas supervised inmate work crews assist in litter and solid waste pickup, graffiti removal, and various other tasks as designated by code enforcement.

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 litter and solid waste pickup, graffiti removal, and various other tasks as designated by code enforcement. Such services and costs are further described in Attachment "A," attached hereto and incorporated herein.

PASSED AND ADOPTED this 14th day of May, 2013.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON




SHELLY O'QUINN, Chair



AL FRENCH, Vice-Chair

ATTEST:



Daniela Erickson, Clerk of the Board



TODD MIELKE, Commissioner

Certificate of Liability Insurance	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW</p>	
INSURED MEMBER:	Coverage Afforded by this
<p>Spokane County, Washington Attn: Steve Bartel, Risk Manager West 1229 Mallon Avenue Spokane, WA 99260-0230</p>	<p>Washington Counties Risk Pool 2558 R.W. Johnson Road SW, Suite 106 Tumwater, Washington 98512-6103</p>
<p>THIS IS TO CERTIFY THAT THE LIABILITY POLICY LISTED BELOW HAS BEEN ISSUED TO THE PARTICIPATING MEMBER NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGES AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.</p>	
<p>POLICY NUMBER: POLICY EFFECTIVE DATE: POLICY EXPIRATION DATE: LIMITS OF LIABILITY EACH OCCURRENCE BI AND PD COMBINED:</p>	<p>20122013-RISKPOOL-SPOO October 1, 2012 October 1, 2013 \$10,000,000.00</p>
<p>TYPES OF INSURANCE AFFORDED:</p>	
Including:	<p>General Liability Bodily Injury Personal Injury Property Damage Errors and Omissions/Professional Advertising Injury Contractual</p>
Including:	<p>Automobile Liability Owned, nonowned and hired autos</p>
DESCRIPTION OF OPERATIONS OR ACTIVITIES:	CANCELLATION
<p>Use of Geiger Work Crew for the I-90 beautification project</p>	<p>SHOULD THE ABOVE DESCRIBED POLICY BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, OR ITS AGENTS OR REPRESENTATIVES.</p>
CERTIFICATE HOLDER:	ISSUE DATE:
<p>Neighborhood Services & Code Enforcement 808 W. Spokane Falls Blvd. Spokane WA. 99201</p>	<p>August 16, 2012</p>
	<p>Authorized Representative</p> <p><i>Carli Steinhorn</i></p> <p>Claims Assistant</p>

11/19/15
SS



Agenda Sheet for City Council Meeting of:
08/17/2015

Date Rec'd	7/29/2015
Clerk's File #	OPR 2013-0464
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	NEIGHBORHOOD SERVICES & CODE ENFORCEMENT
Contact Name/Phone	SUZANNE TRESKO 625-6529
Contact E-Mail	STRESKO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1200 CONTRACT AMENDMENT FOR I-90 CLEANING SERVICES

Agenda Wording
Add funds to the contract with Spokane County Geiger Work Crew for clean up work in the I-90 corridor

Summary (Background)
Add funds to existing contract for Geiger Crew clean up. This work includes litter pick up, landscape maintenance, sidewalk sweeping, and graffiti painting.

Fiscal Impact	Budget Account
Expense \$ 54,400.00	# 1450-22050-42650-54201
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	TRAUTMAN, HEATHER	Study Session	7/15/2015
Division Director	MALLAHAN, JONATHAN	Other	
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	Mhughes@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	htrautman@spokanecity.org	
Additional Approvals		hwhaley@spokanecity.org	
Purchasing		mlesesne@spokanecity.org	
		mhecker@spokanecity.org	
		rdevin@spokanecity.org	

APPROVED BY
SPOKANE CITY COUNCIL:

8/17/2015
[Signature]
CITY CLERK

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE COUNTY DETENTION SERVICES, with offices at the Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260-0001, as "County Detention", and SPOKANE COUNTY, with offices at the Spokane County Courthouse, 1116 West Broadway Avenue, Spokane, Washington 99260-0001, as "County", jointly referred to as "Parties".

WHEREAS, the parties entered into a Contract wherein the Parties agreed the County, which operates the Geiger Corrections Center, will provide inmate work crews to the City to assist with various tasks such as litter and solid waste pickup, graffiti removal, vegetation removal and disposal and other labor related tasks; and

WHEREAS, this Contract provided crews to CLEAN UP THE INTERSTATE 90 (I-90) VIADUCT FROM MAPLE STREET TO DIVISION STREET, BETWEEN 3RD AND 4TH AVENUES; and

WHEREAS, supplementary funds are required to clean-up additional areas; --
Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Contract dated May 14, 2013 and May 20, 2013, 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 upon signature of all Parties.
3. COMPENSATION. The City shall pay FIFTY FOUR THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$54,400.00) for everything furnished and done under this Contract Amendment.

Dated: 8/28/15

CITY OF SPOKANE



By: David A. Cunniff

Title: Mayor

Attest:

Ginna Vasquez
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

Dated on 10/12/15

SPOKANE COUNTY DETENTION SERVICES

E-Mail address, if available: _____

By: *[Signature]*
J. Mearns, Pres

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 29th day of September 2015.



ATTEST:

Ginna Vasquez
Ginna Vasquez
Clerk of the Board

Todd Mielke
Todd Mielke, Chair

Shelly O'Quinn
Shelly O'Quinn, Vice-Chair

Al French
Al French, Commissioner

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT AMENDMENT)
BETWEEN SPOKANE COUNTY DETENTION) **RESOLUTION**
SERVICES AND THE CITY OF SPOKANE)
CODE ENFORCEMENT)

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 agreements 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 has a need for manual labor to cleanup UNDER THE INTERSTATE 90 VIADUCT from Maple Street to Division Street between 3rd and 4th Avenues and now additional areas including litter pick up, landscape and maintenance and graffiti painting; adding additional funds to the 2014 contract.

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 cleanup of I-90 Viaduct. Such services and costs are further described in Attachment "A," attached hereto and incorporated herein.

PASSED AND ADOPTED this 29th day of September, 2015

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:



GINNA VASQUEZ
GINNA VASQUEZ
Clerk of the Board

TODD MIELKE
TODD MIELKE, CHAIR

SHELLY O'QUINN
SHELLY O'QUINN, VICE-CHAIR

AL FRENCH
AL FRENCH, COMMISSIONER

01/16/15



Agenda Sheet for City Council Meeting of:
 01/12/2015

Date Rec'd	12/30/2014
Clerk's File #	OPR 2013-0464
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR 15034

Submitting Dept	NEIGHBORHOOD SERVICES & CODE ENFORCEMENT
Contact Name/Phone	HEATHER TRAUTMAN 625-6854
Contact E-Mail	HTRAUTMAN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1200 CONTRACT AMENDMENT FOR I-90 CLEANING SERVICES

Agenda Wording
 Add funds to the 2014 contract with Spokane County Geiger Work Crew for clean up work in the I-90 corridor

Summary (Background)
 Add funds to existing contracting for Geiger Crew clean up. This work including litter pick up, landscape maintenance and graffiti painting.

Fiscal Impact	Budget Account
Expense \$ 20,000.00	# 1450-22050-42650-54201
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	TRAUTMAN, HEATHER	Study Session	1/5/15
Division Director	MALLAHAN, JONATHAN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	DALTON, PAT	jqintrall@spokanecity.org	
For the Mayor	SANDERS, THERESA	mhuhges@spokanecity.org	
Additional Approvals		htrautman@spokanecity.org	
Purchasing		hwhaley@spokanecity.org	
		mlesesne@spokanecity.org	

APPROVED BY SPOKANE CITY COUNCIL ON

1/12/2015

 SPOKANE CITY CLERK

CONTRACT AMENDMENT #2

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE COUNTY DETENTION SERVICES,, with offices at the Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260-0001, as "County Detention", and SPOKANE COUNTY, with offices at the Spokane County Courthouse, 1116 West Broadway Avenue, Spokane, Washington 99260-0001, as "County", jointly referred to as "Parties".

WHEREAS, the parties entered into a Contract wherein the Parties agreed the County, which operates the Geiger Corrections Center, will provide inmate work crews to the City to assist with various tasks such as litter and solid waste pickup, graffiti removal, vegetation removal and disposal and other labor related tasks; and

WHEREAS, this Contract provided crews to CLEAN UP THE INTERSTATE 90 (I-90) VIADUCT FROM MAPLE STREET TO DIVISION STREET, BETWEEN 3RD AND 4TH AVENUES; and

WHEREAS, supplementary funds are required to clean-up additional areas; --
Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Contract dated May 14, 2013 and May 20, 2013, 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 upon signature of all Parties.
3. COMPENSATION. The City shall pay TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) for everything furnished and done under this Contract Amendment.

Dated: 11/16/2015

CITY OF SPOKANE



By: David A. Condon

David A. Condon

Title: _____

Mayor

City of Spokane

Attest:

Yenni H. H. H.
City Clerk

Approved as to form:

Pat Dalton
Assistant City Attorney

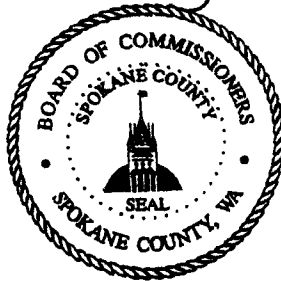
Dated on 5-11-15

SPOKANE COUNTY DETENTION SERVICES

E-Mail address, if available: _____

By: *J. M. McGinnis, Director*

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



ATTEST:

Al French
Al French, Chair

Todd Mielke
Todd Mielke, Vice Chair

Dinna Vasquez
Clerk of the Board
2015-0380

Shelly O'Quinn
Shelly O'Quinn, Commissioner

NO. **15-0380**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT AMENDMENT)
BETWEEN SPOKANE COUNTY DETENTION) **RESOLUTION**
SERVICES AND THE CITY OF SPOKANE)
CODE ENFORCEMENT)

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 agreements 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 has a need for manual labor to cleanup UNDER THE INTERSTATE 90 VIADUCT from Maple Street to Division Street between 3rd and 4th Avenues and now additional areas including litter pick up, landscape and maintenance and graffiti painting; adding additional funds to the 2014 contract.

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 cleanup of I-90 Viaduct. Such services and costs are further described in Attachment "A," attached hereto and incorporated herein.

PASSED AND ADOPTED this 5th day of May, 2015

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Todd Mielke

TODD MIELKE, CHAIR

Shelly O'Quinn

SHELLY O'QUINN, VICE-CHAIR

Gianna Vasquez
Gianna Vasquez
Interim Clerk of the Board

Al French
AL FRENCH, COMMISSIONER



City of Spokane

Minor Contract Summary

OPR # OPR 2013-0464
 Cross Ref _____
 Destruct Date 2021
 Clerk's Dist. 06-18-13 JOB

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

Department Name Neighborhood Services & Code Enforcement
 Department Project # _____

New Contract
 CR # 13498
 Date: 5-20-13

Contractor/Consultant

Name: **Spokane County Sheriff**
 Address: 1100 W Mallon
 City, State, Zip: Spokane WA 99260

Remittance Address: Cnty Treasurer PO Box 2244
 City, State, Zip Spokane WA 99210-2244

Summary of Services

Contract with the County Sheriff who operates the Geiger Corrections Center to provide an inmate work crew to clean up under the I-90 viaduct from Maple St to Division St between 3rd and 4th Ave.

Amount: \$44,000.00 annually

Budget Code: 1450-22050-42650-54201

RECEIVED

JUN 14 2013

Maximum Amount

Beginning Date: 1/1/2013 Expiration Date: 12/31/2015 Open-Ended:

CITY CLERK'S OFFICE
 SPOKANE, WA

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (as per contract)
- City Business License
- If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: [Signature]

Funds are available in the appropriate budget account

Accountant [Signature]
 Signature

6/14/13
 Date

Department Head [Signature]
 Signature

9/17/13
 Date

Other _____
 Signature

 Date

Other _____
 Signature

 Date

Distribution List

Contractor E-mail: derickson@spokanecounty.org jrobison@spokanecounty.org	Contract Accounting: mlesesne@spokanecity.org
Dept. Contact E-mail: cemmerson@spokanecity.org	Taxes and Licenses
htrautman@spokanecity.org	korlob@spokanecity.org
cbrazington@spokanecity.org	bchilds@spokanecity.org

CONTRACT
13-0481

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

The parties agree as follows:

1. PERFORMANCE. The County Sheriff, who operates the Geiger Corrections Center, will provide an inmate work crew to CLEAN UP UNDER THE INTERSTATE 90 VIADUCT FROM MAPLE STREET TO DIVISION STREET, BETWEEN 3RD AND 4TH AVENUES, in accordance with the I-90 Viaduct Project Summary, attached.
2. CONTRACT TERM. The contract shall begin upon notice to proceed and run through December 31, 2015, unless terminated earlier.
3. COMPENSATION. The City shall pay the County Sheriff THREE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$385.00) per day for a maximum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) per year as full compensation for everything furnished and done under this contract, plus a maximum of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) for graffiti removal supplies. These rates will be reviewed annually. Adjustments to service fees shall be submitted by the County Sheriff to the City for consideration no later than September 1st of the prior year to a new budget year.
4. PAYMENT. The County Sheriff shall send its applications for payment to the Code Enforcement Division, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the County Sheriff's application.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENTS. This contract 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.
7. AMENDMENTS. This contract may be amended at any time by mutual written agreement.
8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the

power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, 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 contract.

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 Sheriff or 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 and County Sheriff, their 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 or County 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.

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

11. STANDARD OF PERFORMANCE. The silence or omission in the contract regarding any detail required for the proper performance of the work, means that the County Sheriff shall perform the best general practice.

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

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.

14. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The County shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the County does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

15. INSURANCE. During the term of the contract, the County Sheriff shall maintain in force at its own 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 contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the County Sheriff's services to be provided under this contract; 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 County Sheriff or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the County Sheriff shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best.

Dated on 5-20-13

CITY OF SPOKANE

By: [Signature]
Title: Director CNS



Attest:

Approved as to form:

[Signature]
City Clerk

[Signature]
Assistant City Attorney

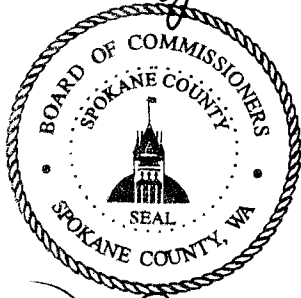
Dated on May 14, 2013

SPOKANE COUNTY SHERIFF

E-Mail address, if available: _____

By: [Signature]
Ozzie Knezevich

ADOPTED by the Board of County Commissioners of Spokane County, Washington
this 14th day of May 2013.



ATTEST:

[Signature]
Shelly O'Quinn, Chair

[Signature]
Al French, Vice-Chair

[Signature]
Daniela Erickson 13-0481
Clerk of the Board

[Signature]
Todd Mielke, Commissioner

13-055

NO. 13-0481

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING AN)
INTERLOCAL AGREEMENT BETWEEN)
SPOKANE COUNTY, THE SPOKANE COUNTY)
SHERIFF AND THE CITY OF SPOKANE CODE)
ENFORCEMENT 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

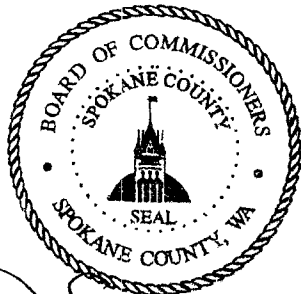
WHEREAS, chapter 39.34 RCW ("Interlocal Cooperation Act"), authorizes two or more public agencies to enter into agreements with one another for joint or cooperative action to perform certain functions which each may legally perform; and

WHEREAS, the City of Spokane has a need for manual labor to cleanup UNDER THE INTERSTATE 90 VIADUCT from Maple Street to Division Street, between 3rd and 4th Avenues, hereinafter referred to as "I-90 Viaduct Project"; and

WHEREAS, the City of Spokane desires to enter into an Interlocal Agreement with Spokane County wherein Geiger Corrections Center will provide manual labor to the City of Spokane in accordance with the I-90 Viaduct Project summary.

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 "CONTRACT" pursuant to which, under certain terms and conditions, Geiger Corrections Center will provide manual labor in accordance with the I-90 Viaduct Project summary. Such services and compensation for those services are further described in Attachment "A," attached hereto and incorporated herein.

PASSED AND ADOPTED this 14th day of May, 2013.



ATTEST:


Daniela Erickson
Daniela Erickson
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

Todd Mielke
TODD MIELKE, Commissioner

Certificate of Liability Insurance	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW</p>	
DESCRIBED MEMBERS:	Coverage Afforded by this
<p>Spokane County, Washington Attn: Steve Bartel, Risk Manager West 1229 Mallon Avenue Spokane, WA 99260-0230</p>	<p>Washington Counties Risk Pool 2558 R.W. Johnson Road SW, Suite 106 Tumwater, Washington 98512-6103</p>
<p>THIS IS TO CERTIFY THAT THE LIABILITY POLICY LISTED BELOW HAS BEEN ISSUED TO THE PARTICIPATING MEMBER NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGES AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.</p>	
<p>POLICY NUMBER: 29122013-RISKPOOL-SPCO POLICY EFFECTIVE DATE: October 1, 2012 POLICY EXPIRATION DATE: October 1, 2013 LIMITS OF LIABILITY EACH OCCURRENCE BI AND PD COMBINED: \$10,000,000.00</p>	
<p>TYPES OF INSURANCE AFFORDED:</p> <p style="text-align: center;">Including: General Liability Bodily Injury Personal Injury Property Damage Errors and Omissions/Professional Advertising Injury Contractual</p> <p style="text-align: center;">Including: Automobile Liability Owned, nonowned and hired autos</p>	
REASON FOR CANCELLATION OR NONRENEWAL:	CANCELLATION
<p>Use of Geiger Work Crew for the I-90 beautification project</p>	<p>SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, OR ITS AGENTS OR REPRESENTATIVES.</p>
CERTIFICATE HOLDER:	ISSUE DATE:
<p>Neighborhood Services & Code Enforcement 808 W. Spokane Falls Blvd. Spokane WA. 99201</p>	<p>August 16, 2012</p> <p>Authorized Representative  Claims Assistant</p>



City of Spokane

Minor Contract Summary

OPR # 2012-1015
 Cross Ref _____
 Destruct Date 2018
 Clerk's Dist. ng 12.21.2012

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

Department Name Neighborhood Services & Code Enforcement
 Department Project # _____

New Contract
 CR # 13043
 Date: 12-19-12

Contractor/Consultant

Name: **Spokane County Sheriff**
 Address: 1100 W Mallon
 City, State, Zip: Spokane WA 99260

Remittance Address: Cnty Treasurer PO Box 2244
 City, State, Zip Spokane WA 99210-2244

Summary of Services

To provide inmate work crews to abate solid waste on private property as designated by the City's Neighborhood Services and Code Enforcement Department.

Amount: \$5,000.00

Budget Code: 1200-58200-38148-54201-04500

Maximum Amount

Beginning Date: 10/22/2012 Expiration Date: 12/31/2012 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (as per contract)
- City Business License
- If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: *[Signature]*

Funds are available in the appropriate budget account

Accountant *[Signature]*
 Signature

12/20/12
 Date

Department Head *[Signature]*
 Signature

12/20/12
 Date

Other _____
 Signature

 Date

Other _____
 Signature

 Date

Distribution List

Contractor E-mail: derickson@spokanecounty.org jrobison@spokanecounty.org	Contract Accounting: mlesesne@spokanecity.org
Dept. Contact E-mail: cemmerson@spokanecity.org htrautman@spokanecity.org	Taxes and Licenses gfisher@spokanecity.org
cbrazington@spokanecity.org	bchilds@spokanecity.org

RECEIVED
 DEC 21 2012
 CITY CLERK'S OFFICE
 SPOKANE, WA

CONTRACT
12-0987

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

The parties agree as follows:

1. PERFORMANCE. The County Sheriff, who operates the Geiger Corrections Center, will provide an inmate work crew to CLEAN UP SOLID WASTE AND DEBRIS ON PRIVATE PROPERTY AS DESIGNATED BY CODE ENFORCEMENT, in accordance with the following:
 - A. Provide an eight (8) inmate work crew from the Geiger Correction Center, consisting of at least one (1) supervisor and inmates.
 - B. Perform work as requested by Code Enforcement Supervisor.
 - C. Provide a van to transport correction crews to sites and trailers for the transport of solid waste to disposal sites.
2. CONTRACT TERM. The contract shall begin upon notice to proceed and run through December 31, 2012, unless terminated earlier.
3. COMPENSATION. The City shall pay the County Sheriff THREE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$385.00) per day for a maximum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) as full compensation for everything furnished and done under this contract.
4. PAYMENT. The County Sheriff shall send its applications for payment to the Code Enforcement Division, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the County Sheriff's application.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENTS. This contract 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.

7. AMENDMENTS. This contract may be amended at any time by mutual written agreement.

8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, 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 contract.

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 Sheriff or 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 and County Sheriff, their 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 or County 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.

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

11. STANDARD OF PERFORMANCE. The silence or omission in the contract regarding any detail required for the proper performance of the work, means that the County Sheriff shall perform the best general practice.

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

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.

14. BUSINESS LICENSE REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business license. The County Sheriff shall be responsible for contacting the City's Taxes and Licenses Division at (509) 625-6070, to obtain a business license, or an exemption status determination.

15. INSURANCE. During the term of the contract, the County Sheriff shall maintain in force at its own 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 contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the County Sheriff's services to be provided under this contract; 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 County Sheriff or its insurer(s) to the City.

As evidence of the insurance coverage's required by this contract, the County Sheriff shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best.

Dated on 12-20-12

CITY OF SPOKANE

By: [Signature]
Title: Deputy

Attest:

[Signature]
City Clerk **Acting**

Approved as to form:

[Signature]
Assistant City Attorney

Dated on 12/6/12

SPOKANE COUNTY SHERIFF

City of Spokane Business License
No. _____

E-Mail address, if available: _____



By: [Signature]
Ozzie Knezovich

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

[Signature]
Danielle Erickson *Daniela*
Clerk of the Board 12-0987

[Signature]
TODD MIELKE, Chair

[Signature]
MARK RICHARD, Vice-Chair

[Signature]
AL FRENCH, Commissioner

NO. 12-0987

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 CODE ENFORCEMENT)
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 desires to enter into an Interlocal Agreement with Geiger Corrections Center whereas supervised inmate work crews clean up solid waste and debris on private property as designated by code enforcement.

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 "CONTRACT" pursuant to which, under certain terms and conditions, Geiger Corrections Center will provide inmate work crews to clean up solid waste and debris on private property as designated by code enforcement. 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.



ATTEST:

Daniela Erickson
Daniela Erickson
Clerk of the Board

Absent
TODD MIELKE, Chair

[Signature]
MARK RICHARD, Vice-Chair

[Signature]
AL FRENCH, Commissioner

Certificate of Liability Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW

INSURED MEMBER:

Coverage Afforded by the:

Spokane County, Washington
Attn: Steve Bartel, Risk Manager
West 1229 Mallon Avenue
Spokane, WA 99260-0230

Washington Counties Risk Pool
2558 R.W. Johnson Road SW, Suite 106
Tumwater, Washington 98512-6103

THIS IS TO CERTIFY THAT THE LIABILITY POLICY LISTED BELOW HAS BEEN ISSUED TO THE PARTICIPATING MEMBER NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGES AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.

POLICY NUMBER:	20122013-RISKPOOL-SPCO
POLICY EFFECTIVE DATE:	October 1, 2012
POLICY EXPIRATION DATE:	October 1, 2013
LIMITS OF LIABILITY EACH OCCURRENCE	
BI AND PD COMBINED:	\$10,000,000.00

TYPES OF INSURANCE AFFORDED:

Including:	General Liability Bodily Injury Personal Injury Property Damage Errors and Omissions/Professional Advertising Injury Contractual
Including:	Automobile Liability Owned, nonowned and hired autos

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES

CANCELLATION

Use of Geiger Work Crew
for the I-90 beautification
project

SHOULD THE ABOVE DESCRIBED POLICY BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, OR ITS AGENTS OR REPRESENTATIVES.

CERTIFICATE HOLDER:

ISSUE DATE:

Neighborhood Services &
Code Enforcement
808 W. Spokane Falls Blvd.
Spokane WA. 99201

August 16, 2012

Authorized Representative



Claims Assistant



City of Spokane

Minor Contract Summary

OPR # 2012-0872
 Cross Ref _____
 Destruct Date 2019
 Clerk's Dist. NOV 11.29.12

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

Department Name Neighborhood Services & Code Enforcement
 Department Project # _____

New Contract
 CR # 12977
 Date: 11-27-12

Contractor/Consultant

Name: **Spokane County Sheriff**
 Address: 1100 W Mallon
 City, State, Zip: Spokane WA 99260

Remittance Address: Cnty Treasurer PO Box 2244
 City, State, Zip Spokane WA 99210-2244

Summary of Services

Addendum to original contract OPR 2012-0872 adding funds due to additional work needed by inmate work crews to do trail work, brush removal, and general maintenance for the City's Neighborhood Services and Code Enforcement Department for the I-90 beautification project.

Amount: \$2,123.31

Budget Code: 1450-22050-42650-54201

Maximum Amount

Beginning Date: 9/1/2012 Expiration Date: 12/31/2012 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (as per contract)
- City Business License
- If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact:

Funds are available in the appropriate budget account

Accountant

Signature

 Date

Department Head

Signature

11/27/12
 Date

Other

 Signature

 Date

Other

 Signature

 Date

 Date

Distribution List

Contractor E-mail: derickson@spokanecounty.org	Contract Accounting: mlesesne@spokanecity.org
jrobison@spokanecounty.org	
Dept. Contact E-mail: cemmerson@spokanecity.org	Taxes and Licenses
htrautman@spokanecity.org	karleb @spokanecity.org <u>gfischer</u>
cbrazington@spokanecity.org	bchilds@spokanecity.org

RECEIVED
 NOV 29 2012
 CITY CLERK'S OFFICE
 SPOKANE, WA

CONTRACT ADDENDUM

THIS ADDENDUM is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE COUNTY SHERIFF, whose address is 1100 W. MALLON AVENUE, SPOKANE, WA 99260, as "SHERIFF."

WHEREAS, the parties entered into a contract wherein the SHERIFF agreed to PROVIDE INMATE WORK CREWS FOR THE I-90 BEAUTIFICATION PROJECT; and

WHEREAS, additional work has been requested; -- NOW, THEREFORE,

The parties agree as follows:


1. CONTRACT DOCUMENTS. The contract, dated October 23, 2012 October 25, 2012, and November 1, 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 addendum shall become effective September 1, 2012.
3. ADDITIONAL WORK. The scope of work of the contract documents is expanded to include the following:

ADDITIONAL INMATE WORK FOR THE 1-90 BEAUTIFICATION PROJECT

4. COMPENSATION. The City shall pay TWO THOUSAND ONE HUNDRED TWENTY THREE AND 31/100 DOLLARS (\$2123.31) for everything furnished and done under this contract addendum.

Dated: 11-27-12

CITY OF SPOKANE

By: 
Title: Director CNS

Attest: *Levi J. Bates*
City Clerk



E-Mail address, if available: _____
CWiese@spokane-county.org

City of Spokane Business License
No. *EXEMPT*

By: _____
Title: *DIRECTOR OF BUSINESS OPERATIONS*
SPOKANE COUNTY SHERIFF'S DEPT.

Pre-Approved as to form:
Barbara Burns, Assistant City Attorney
April 6, 2009

Addendum –
Division Director



City of Spokane

Minor Contract Summary

OPR # OPR 2012-0872
 Cross Ref _____
 Destruct Date 2018
 Clerk's Dist. 1106/12 SPS

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

Department Name Neighborhood Services & Code Enforcement
 Department Project # _____

New Contract
 CR # 12926
 Date: 11-1-12

Contractor/Consultant

Name: **Spokane County Sheriff**
 Address: 1100 W Mallon
 City, State, Zip: Spokane WA 99260

Remittance Address: Cnty Treasurer PO Box 2244
 City, State, Zip Spokane WA 99210-2244

Summary of Services

To provide inmate work crews to do trail work, brush removal, and general maintenance for the City's Neighborhood Services and Code Enforcement Department for the I-90 beautification project.

Amount: \$5,000.00

Budget Code: 1450-22050-42650-54201

RECEIVED
 NOV 02 2012
 CITY CLERK'S OFFICE
 SPOKANE, WA

Maximum Amount

Beginning Date: 9-1-12 Expiration Date: 12-31-12 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (as per contract)
- City Business License
- If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact:

Funds are available in the appropriate budget account

Accountant	<u></u>	<u>11/2/12</u>
	Signature	Date
Department Head	<u></u>	<u>11/1/12</u>
	Signature	Date
Other	_____	_____
	Signature	Date
Other	_____	_____
	Signature	Date

Distribution List

Contractor E-mail: <u>derickson@spokanecounty.org</u> <u>jrobison@spokanecounty.org</u>	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail: <u>cemmerson@spokanecity.org</u>	Taxes and Licenses
<u>htrautman@spokanecity.org</u>	<u>korlob@spokanecity.org</u>
<u>cbrazington@spokanecity.org</u>	<u>bchilds@spokanecity.org</u>

NO. 12-0858

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)
NEIGHBORHOOD SERVICES AND CODE)
ENFORCEMENT 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 cites to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the City of Spokane Neighborhood Services and Code Enforcement 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 for the I-90 BEAUTIFICATION PROJECT. 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 further costs are further described in the "AGREEMENT", attached hereto and incorporated herein.

PASSED AND ADOPTED this 23rd day of October 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

AGREEMENT
12-0858

THIS AGREEMENT is between the CITY OF SPOKANE, 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 for the City's Neighborhood Services and Code Enforcement Department for the I-90 BEAUTIFICATION PROJECT, 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 Acting Director of Neighborhood Services and Code Enforcement, 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 FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) 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 Neighborhood Services and Code Enforcement Department, Sixth 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: 10/23/2012

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Daniela Erickson
Daniela Erickson, Clerk of the Board
12-0858

Todd Mielke
TODD MIELKE, Chair

Mark Richard
MARK RICHARD, Vice-Chair

Al French
AL FRENCH, Commissioner

Dated: 10/25/12

SPOKANE COUNTY SHERIFF:

Ozdie Khezovich
Ozdie Khezovich
Spokane County Sheriff

Dated: 11-1-12

CITY OF SPOKANE

By: [Signature]
Title: Acting Director


Attest:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney



Certificate of Liability Insurance	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW</p>	
INSURED MEMBER:	Coverage Afforded by the:
<p>Spokane County, Washington Attn: Steve Bartel, Risk Manager West 1229 Mallon Avenue Spokane, WA 99260-0230</p>	<p>Washington Counties Risk Pool 2558 R.W. Johnson Road SW, Suite 106 Tumwater, Washington 98512-6103</p>
<p>THIS IS TO CERTIFY THAT THE LIABILITY POLICY LISTED BELOW HAS BEEN ISSUED TO THE PARTICIPATING MEMBER NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGES AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.</p>	
<p>POLICY NUMBER: 20122013-RISKPOOL-SPCO POLICY EFFECTIVE DATE: October 1, 2012 POLICY EXPIRATION DATE: October 1, 2013 LIMITS OF LIABILITY EACH OCCURRENCE BI AND PD COMBINED: \$10,000,000.00</p>	
<p>TYPES OF INSURANCE AFFORDED:</p> <p style="text-align: center;">Including: General Liability Bodily Injury Personal Injury Property Damage Errors and Omissions/Professional Advertising Injury Contractual</p> <p style="text-align: center;">Including: Automobile Liability Owned, nonowned and hired autos</p>	
DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES:	CANCELLATION:
<p>Use of Geiger Work Crew for the I-90 beautification project</p>	<p>SHOULD THE ABOVE DESCRIBED POLICY BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, OR ITS AGENTS OR REPRESENTATIVES.</p>
CERTIFICATE HOLDER:	ISSUE DATE:
<p>Neighborhood Services & Code Enforcement 808 W. Spokane Falls Blvd. Spokane WA. 99201</p>	<p>August 16, 2012</p> <p style="text-align: center;">Authorized Representative  Claims Assistant</p>