



Agenda Sheet for City Council Meeting of:
05/08/2017

Date Rec'd	5/1/2017
Clerk's File #	OPR 2017-0324
Renews #	
Cross Ref #	OPR 2017-326
Project #	
Bid #	INTERLOCAL AGREEMENT
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	THEA PRINCE 625-6403
Contact E-Mail	TPRINCE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	INTERLOCAL AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE COUNTY WORK CREW

Agenda Wording
Approve five (5) year Interlocal Agreement with Spokane County for Detention Services/Geiger Corrections Center for Work Crew Services.

Summary (Background)
Multiple departments within the City of Spokane have a need to access the Spokane County Detention Services/Geiger Corrections Work Crew Services. Based on the City of Spokane's needs, the parties desire to enter into an Interlocal Agreement wherein they reduce to writing the County's responsibilities through Spokane County Detention Services/Geiger Corrections Center Work Crew as well as the City's responsibility to reimburse the County for providing such services. Per RCW 39.26.230 The City of Spokane Departments can contract for these services from Spokane County without competition once this Interlocal Agreement is in place. The Scope of Services is listed below as well as the Service Fees.

Fiscal Impact	Budget Account
Neutral \$ 0	# 0
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	BUSTOS, KIM	Study Session	
Division Director	MARCHAND, CRYSTAL	Other	FINANCE 5/8/17
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	DALTON, PAT	tprince	
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing	PRINCE, THEA		

APPROVED BY
SPOKANE CITY COUNCIL:
5/8/17
[Signature]
CITY CLERK

BRIEFING PAPER
Finance Committee
Purchasing Department
May 8, 2017

Subject:

Interlocal Agreement with Spokane County for Detention Services/Geiger Corrections Center for Work Crew Services.

Background:

Multiple departments within the City of Spokane have a need to access the Spokane County Detention Services/Geiger Corrections Work Crew Services. Based on the City of Spokane's needs, the parties desire to enter into an Interlocal Agreement wherein they reduce to writing the County's responsibilities through Spokane County Detention Services/Geiger Corrections Center Work Crew as well as the City's responsibility to reimburse the County for providing such services. Per RCW 39.26.230 The City of Spokane Departments can contract for these services from Spokane County without competition once this Interlocal Agreement is in place. The Scope of Services is listed below as well as the Service Fees.

Impact:

The Geiger Correction Work Crew provides a needed service by regularly cleaning up public areas with quick response to the City's needs and requests.

Action:

For council consideration. Approve this Interlocal Agreement for a period of five (5) years.

Funding:

Funding will be from each individual department through a contract.

BRIEFING PAPER
Finance Committee
Purchasing Department
May 8, 2017

ATTACHMENT "A"
SCOPE OF WORK

A. The Spokane County Detention Services Department, who operates the Geiger Corrections Center, will provide offender work crews and necessary supervisors as requested by the City of Spokane, including but not limited to, the following departments:

1. Code Enforcement
2. Parks & Rec
3. Parks & Rec Golf
4. Parks & Rec Riverfront Park
5. Solid Waste Collection
6. Solid Waste Disposal
7. Neighborhood Services
8. Engineering

B. The services provided to the City of Spokane by the offender work crew shall consist of, but not be limited to, the following:

1. Grounds keeping, including that of storm swales: planting, weeding, mowing, mulch removal or installation
2. Litter cleanup: service and reline garbage cans (excludes garbage or items inside porta potties)
3. Clean up tasks: community events on public or private properties consisting of litter pick up, sweeping, and wash down
4. Graffiti abatement: paint over or remove the graffiti
5. Moving/hauling tasks
6. Event preparation: set up/tear down as necessary
7. Basic non-skilled labor
8. Snow removal

C. General guidelines for the use of offender labor:

The use of offender work crews is dependent on the availability of appropriate offender labor. Offender work crew members are subject to change due to factors outside of Spokane County's control.

BRIEFING PAPER
Finance Committee
Purchasing Department
May 8, 2017

Safety and security of staff, offenders and the public are always the priority. If there are conditions at the job site that create safety or security concerns for the supervising officer, then work may be delayed until resolved.

Exposure to extreme temperatures may cause serious health problems. Hot/cold weather safety protocols may impact offender work crew schedules and availability.

D. Offender work crews cannot perform the following tasks:

1. Activities that involve the use of pesticides or chemical agents - household type cleaners may be used with appropriate personal protective equipment (PPE) and access to safety information;
2. Activities that involve exposure, clean-up of body/bodily waste or biohazardous materials;
3. Activities involving the demolition or destruction of buildings, to include exposure to asbestos or suspected asbestos containing materials. This may include tile, carpeting, or ceiling tiles;
4. Activities performed in confined spaces, or take place four feet or more below ground level. This could include trench digging, sewers or working in tunnels;
5. Activities around electrical panels, electrical wiring or energized lines – overhead or underground;
6. Activities that take place on roof tops or elevated platforms. To include any activity that takes place more than 10 feet above the ground;
7. Operating equipment that requires certification or licensing;
8. Safety briefings will be conducted prior to using any power equipment. Appropriate PPE will be provided and usage required, and
9. Any task not listed that may pose significant safety or security risks.

BRIEFING PAPER
Finance Committee
Purchasing Department
May 8, 2017

ATTACHMENT "B"
SCHEDULE OF SERVICE FEES

This schedule sets forth the services fees for the activities as set forth in Attachment "A" Scope of Work. The City of Spokane will reimburse Spokane County as follows:

- Offender work crews and supervisor services will be billed at the rates below (maximum daily rate is Three Hundred Eighty-Five Dollars (\$385.00) and there is a daily minimum of 2-hour) per offender work crew:

5-8 hours	\$385.00
4 hours	\$217.50
3 hours	\$169.50
2 hours	\$121.25

- In addition to the hourly offender work crews and supervisor services rate, Spokane County will be reimbursed mileage at the current IRS rate.
- Spokane County shall also bill the City of Spokane for all materials, supplies and/or waste station fees.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE
AND
SPOKANE COUNTY FOR DETENTION SERVICES/GEIGER CORRECTIONS
CENTER WORK CREW SERVICES**

THIS AGREEMENT, made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as "COUNTY," and the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY", jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington (sometimes hereinafter referred to as the "Board") has the care of county property and management of county funds and business; and

WHEREAS, the City of Spokane has a need for manual labor to assist with duties as assigned by the designated authority in the following City of Spokane Departments: (1) Code Enforcement; (2) Parks & Rec; (3) Parks & Rec Golf; (4) Parks & Rec Riverfront Park; (5) Solid Waste Collection; (6) Solid Waste Disposal; (7) Neighborhood Services, and (8) Engineering; and

WHEREAS, based on the City of Spokane's need, the PARTIES desire to enter into an Interlocal Agreement wherein they reduce to writing the COUNTY's responsibilities through Spokane County Detention Services/Geiger Corrections Center work crew, as well as the CITY's responsibility to reimburse the COUNTY for providing such services; and

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the PARTIES hereto agree as follows:

SECTION NO. 1: PURPOSE/SERVICES

The purpose of this AGREEMENT is to set forth the PARTIES' understanding of the terms and conditions under which the COUNTY, through its Detention Services/Geiger Corrections Center work crew will provide services as set forth in the Scope of Work attached hereto as Attachment "A" and incorporated by reference.

SECTION NO. 2: TERM

This AGREEMENT shall commence on January 1, 2017 and terminate on December 31, 2021.

SECTION NO. 3: COMPENSATION

The CITY shall reimburse the COUNTY in accordance with the rates provided in Attachment "B" Schedule of Service Fees, attached hereto and incorporated herein by reference for all services furnished and completed under this AGREEMENT. These Service Fees shall remain in effect for the entire term of this AGREEMENT.

Payment shall be considered timely if made by the CITY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the COUNTY.

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The employees, agents, servants or otherwise of each Party who are engaged in the performance of this AGREEMENT will continue to be employees, agents, servants or otherwise of that Party and will not for any purpose be employees, agents, servants or otherwise of the other Party.

SECTION NO. 5: VENUE STIPULATION

This AGREEMENT has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. 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. 6: COMPLIANCE WITH LAWS

The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this AGREEMENT.

SECTION NO. 7: NONDISCRIMINATION

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services which the COUNTY will receive payment under the provisions of this AGREEMENT.

SECTION NO. 8: TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this AGREEMENT, the COUNTY may terminate this AGREEMENT by providing written notice of such termination to the CITY'S Key Personnel

identified in the AGREEMENT, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this AGREEMENT, the CITY, in its sole discretion and in the best interests of the CITY, may terminate this AGREEMENT in whole or in part by providing ten (10) calendar days' written notice, beginning on the second day after mailing to the COUNTY. Upon notice of termination for convenience, the CITY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit the COUNTY from incurring additional obligations of funds. In the event of termination, the COUNTY shall be liable for all damages as authorized by law. The rights and remedies of the CITY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

SECTION NO. 9: TERMINATION OR SUSPENSION FOR CAUSE

In the event the CITY, in its sole discretion, determines the COUNTY has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the COUNTY unable to perform any aspect of the AGREEMENT, or has violated any of the covenants, agreements or stipulations of this AGREEMENT, the CITY has the right to immediately suspend or terminate this AGREEMENT in whole or in part.

The CITY may notify the COUNTY in writing of the need to take corrective action and provide a period of time in which to cure any defect identified. The CITY is not required to allow the COUNTY an opportunity to cure if it is not feasible as determined solely within the CITY's discretion. Any time allowed for cure shall not diminish or eliminate the COUNTY's liability for damages or otherwise affect any other remedies available to the CITY. If the CITY allows the COUNTY an opportunity to cure, the CITY shall notify the COUNTY in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the CITY, or if such corrective action is deemed by the CITY to be insufficient, the AGREEMENT may be terminated in whole or in part.

The CITY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit the COUNTY from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the COUNTY, if allowed, or pending a decision by the CITY to terminate the AGREEMENT in whole or in part.

In the event of termination, the COUNTY shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the CITY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the COUNTY: (1) was not in default or material breach, or (2) failure to perform was outside of the COUNTY's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

SECTION NO. 10: TERMINATION PROCEDURES

In addition to the procedures set forth below, if the CITY terminates this AGREEMENT, the COUNTY shall follow any procedures specified in the termination notice. Upon termination of this AGREEMENT and in addition to any other rights provided in this AGREEMENT, the CITY may require the COUNTY to deliver to the CITY any property specifically produced or acquired for the performance of such part of this AGREEMENT as has been terminated.

If the termination is for convenience, the CITY shall pay to the COUNTY an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the CITY prior to the effective date of the AGREEMENT termination, and the amount agreed upon by the COUNTY and CITY for (i) completed work, supplies and services provided for which no separate price is stated, (ii) partially completed work, supplies and services provided which are accepted by the CITY, (iii) other work, supplies and services which are accepted by the CITY, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this AGREEMENT. If the termination is for cause, the CITY shall determine the extent of the liability of the COUNTY. The CITY shall have no other obligation to the COUNTY for termination. The CITY may withhold from any amounts due the COUNTY such sum as the CITY determines to be necessary to protect the CITY against potential loss or liability.

The rights and remedies of the CITY provided in this AGREEMENT shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the CITY in writing, the COUNTY shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders or sub-contracts for materials, services, and/or supplies, in relation to this AGREEMENT except as may be necessary for completion of such portion of the work under the AGREEMENT as is not terminated;
- C. Assign to the CITY, in the manner, at the times, and to the extent directed by the CITY, all of the rights, title, and interest of the COUNTY under the orders and sub-contracts so terminated, in which case the CITY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the CITY to the extent the CITY may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the CITY and deliver in the manner, at the times, and to the extent directed by the CITY any property which, if the AGREEMENT had been completed, would have been required to be furnished to the CITY;
- F. Complete performance of such part of the work as shall not have been terminated by the CITY in compliance with all contractual requirements; and

G. Take such action as may be necessary, or as the CITY may require, for the protection and preservation of the property related to this AGREEMENT which is in the possession of the COUNTY and in which the CITY has or may acquire an interest.

In the event the COUNTY fails to expend funds under this AGREEMENT in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the AGREEMENT, the CITY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following AGREEMENT termination. Repayment by the COUNTY of funds under this recapture provision shall occur within thirty (30) days of demand. In the event the CITY is required to institute legal proceedings to enforce the recapture provision, the CITY shall be entitled to its costs and expenses thereof, including attorney fees from the COUNTY.

SECTION NO. 11: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The COUNTY and CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it is understood that in such matters they are acting solely as agents of their respective agencies.

SECTION NO. 12: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this AGREEMENT because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation 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 PARTIES agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable to the subject matter of this Agreement.

SECTION NO. 13: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the COUNTY or as may be required by law. The CITY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CITY shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this AGREEMENT whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by the COUNTY. Upon request, the CITY shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.

The CITY shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

SECTION NO. 14: NOTICES

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth hereinabove for such PARTY, or at such other address as either PARTY shall from time-to-time designate by notice in writing to the other PARTY.

SECTION NO. 15: LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this AGREEMENT. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by the Authorized Representative.

SECTION NO. 16: HEADINGS

The section headings 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 appertain.

SECTION NO. 17: ANTI-KICKBACK

No officer or employee of either Party, 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 and person involved in this AGREEMENT.

SECTION NO. 18: AMENDMENTS

No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

SECTION NO. 19: WAIVER

A failure by either party to exercise its rights under this AGREEMENT shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this AGREEMENT. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this AGREEMENT unless stated to be such in writing and signed by personnel authorized to bind each of the PARTIES.

SECTION NO. 20: INSURANCE

The COUNTY shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

GENERAL LIABILITY INSURANCE: the COUNTY shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expense.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that the CITY, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "City of Spokane, Its' Officers, Agents And Employees, Are Named As An Additional Insured With Respect To The Interlocal Agreement Between the City of Spokane and Spokane County For Detention Services/Geiger Corrections Center Work Crew Services".

WORKERS COMPENSATION: If the COUNTY has employees, it shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the COUNTY's assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: The COUNTY shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.

Any exclusion to the COUNTY's insurance policies that may restrict coverage required in the Agreement's insurance requirements must be pre-approved by the CITY. The COUNTY's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance and additional insured endorsement, signed by the insurance agent for the COUNTY and a copy of any required endorsement(s) and returned to the CITY. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the CITY. The policy shall be endorsed and the certificate shall reflect that the CITY is named as an additional insured on the COUNTY's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the CITY shall be excess and not contributory insurance to that provided by the COUNTY.

The COUNTY shall not commence providing services until a Certificate of Insurance, meeting the requirements set forth herein, has been approved. Said proof of insurance should be mailed to the address designated by the CITY. Upon request, the COUNTY shall forward the original policy, or endorsement obtained.

Failure of the COUNTY to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the CITY's discretion.

Providing coverage in the above amounts shall not be construed to relieve the COUNTY from liability in excess of such amounts.

SECTION NO. 21: 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 hereto. The PARTIES have read and understand all of this AGREEMENT, and now states that no representation, promise or agreement not expressed in this AGREEMENT has been made to induce the PARTIES to execute the same.

SECTION NO. 22: SEVERABILITY

It is understood and agreed among the PARTIES that if any parts, terms or provisions of this AGREEMENT are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the AGREEMENT. If it should appear that any part, term or provision of this AGREEMENT is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this AGREEMENT shall be deemed to modify to conform to such statutory provision.

SECTION NO. 23: EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this AGREEMENT.

SECTION NO. 24: COUNTERPARTS

This AGREEMENT may be executed in any number of counterparts, 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. 25: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and CITY representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION NO. 26: NO THIRD PARTY BENEFICIARIES

Nothing in this AGREEMENT is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 27: FEDERAL DEBARMENT AND SUSPENSION VERIFICATION

The COUNTY certifies, by signing this AGREEMENT, that neither it nor its' principals nor any subcontractor nor its' principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The COUNTY shall provide immediate written notice to the CITY if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

SECTION NO. 28: EXCUSABLE DELAYS

The COUNTY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonable beyond the COUNTY's control and without its fault of negligence. Such causes may include, but are not limited to: acts of God; the CITY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes and severe weather conditions.

Upon the COUNTY's request, the CITY shall consider the facts and extent of any failure to perform the work and if the CITY's failure to perform was without it or its subcontractors fault or negligence, the AGREEMENT schedule and/or any other affected provision of this AGREEMENT shall be revised accordingly; subject to the CITY's rights to change, terminate or stop any or all of the work at any time.

SECTION NO 29: CONFLICT OF INTEREST

No officer or employee of the CITY; no member, officer, or employee of the COUNTY or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the COUNTY who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT.

SECTION NO. 30: LIABILITY

Each PARTY agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents or employees to the fullest extent required by law. It is further provided that no liability shall attach to the CITY by reason of entering into this AGREEMENT except as expressly provided herein.

SECTION NO. 31: SUCCESSORS AND ASSIGNS

The COUNTY and the CITY each binds itself and its partners, successors, executors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as above, neither the COUNTY nor the CITY shall assign, sublet, convey or transfer its interest in this AGREEMENT without the written consent of the other.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party to this AGREEMENT, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CITY.

SECTION NO. 32: SURVIVAL

Any Sections of this AGREEMENT which, by their sense and context, are intended to survive shall survive the termination of this AGREEMENT.

SECTION NO. 33: ASSIGNMENT

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by either Party without prior written consent of the other Party.

SECTION NO. 34: ATTORNEYS' FEES

Unless expressly permitted under another provision of the AGREEMENT, in the event of litigation or other action brought to enforce the terms of the AGREEMENT, each party agrees to bear its own attorney's fees and costs.

SECTION NO. 35: ENFORCEMENT COSTS

If any legal action or other proceeding is brought to enforce this AGREEMENT, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this AGREEMENT, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees as determined by a court in conjunction with such legal proceedings.

SECTION NO. 36: SEPARATE LEGAL ENTITY

This AGREEMENT does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030. It is the intent of the PARTIES that the COUNTY's Detention Services/Geiger Corrections Center work crews provide services as set forth in Attachment "A" Scope of Work.

SECTION NO. 37: AGREEMENT TO BE FILED

The CITY shall file this AGREEMENT with its City Clerk. The COUNTY shall file this AGREEMENT with its County Auditor or will place the AGREEMENT on its website.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed on date and year opposite their respective signatures.

DATED: 4-11-17

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



Al French
AL FRENCH, Chair

ATTEST:

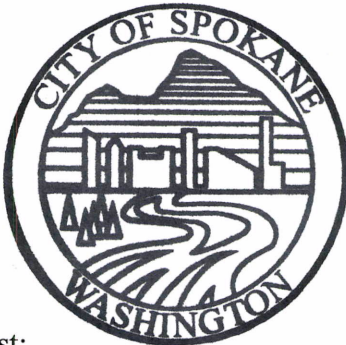
Josh Kerns
JOSH KERNS, Vice Chair

GINNA VASQUEZ
GINNA VASQUEZ, Clerk of the Board

Shelly O'Quinn
SHELLY O'QUINN, Commissioner

17-0327

CITY OF SPOKANE



By David A. Condon
Signature Date

DAVID CONDON
Type or Print Name

MAYOR
Title

Attest:

Approved as to form:

Lenny L. Gots

Fat Dalton

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – General Scope of Work
- Exhibit B – Schedule of Service Fees

ATTACHMENT "A"
SCOPE OF WORK

A. The Spokane County Detention Services Department, who operates the Geiger Corrections Center, will provide offender work crews and necessary supervisors as requested by the City of Spokane, including but not limited to, the following departments:

1. Code Enforcement
2. Parks & Rec
3. Parks & Rec Golf
4. Parks & Rec Riverfront Park
5. Solid Waste Collection
6. Solid Waste Disposal
7. Neighborhood Services
8. Engineering

B. The services provided to the City of Spokane by the offender work crew shall consist of, but not be limited to, the following:

1. Grounds keeping, including that of storm swales: planting, weeding, mowing, mulch removal or installation
2. Litter cleanup: service and reline garbage cans (excludes garbage or items inside porta potties)
3. Clean up tasks: community events on public or private properties consisting of litter pick up, sweeping, and wash down
4. Graffiti abatement: paint over or remove the graffiti
5. Moving/hauling tasks
6. Event preparation: set up/tear down as necessary
7. Basic non-skilled labor
8. Snow removal

C. General guidelines for the use of offender labor:

The use of offender work crews is dependent on the availability of appropriate offender labor. Offender work crew members are subject to change due to factors outside of Spokane County's control.

Safety and security of staff, offenders and the public are always the priority. If there are conditions at the job site that create safety or security concerns for the supervising officer, then work may be delayed until resolved.

Exposure to extreme temperatures may cause serious health problems. Hot/cold weather safety protocols may impact offender work crew schedules and availability.

D. Offender work crews cannot perform the following tasks:

1. Activities that involve the use of pesticides or chemical agents – household type cleaners may be used with appropriate personal protective equipment (PPE) and access to safety information;

2. Activities that involve exposure, clean-up of body/bodily waste or biohazardous materials;
3. Activities involving the demolition or destruction of buildings, to include exposure to asbestos or suspected asbestos containing materials. This may include tile, carpeting, or ceiling tiles;
4. Activities performed in confined spaces, or take place four feet or more below ground level. This could include trench digging, sewers or working in tunnels;
5. Activities around electrical panels, electrical wiring or energized lines – overhead or underground;
6. Activities that take place on roof tops or elevated platforms. To include any activity that takes place more than 10 feet above the ground;
7. Operating equipment that requires certification or licensing;
8. Safety briefings will be conducted prior to using any power equipment. Appropriate PPE will be provided and usage required, and
9. Any task not listed that may pose significant safety or security risks.

ATTACHMENT "B"
SCHEDULE OF SERVICE FEES

This schedule sets forth the services fees for the activities as set forth in Attachment "A" Scope of Work. The City of Spokane will reimburse Spokane County as follows:

- Offender work crews and supervisor services will be billed at the rates below (maximum daily rate is Three Hundred Eighty-Five Dollars (\$385.00) and there is a daily minimum of 2-hours) per offender work crew:

5-8 hours	\$385.00
4 hours	\$217.50
3 hours	\$169.50
2 hours	\$121.25

- In addition to the hourly offender work crews and supervisor services rate, Spokane County will be reimbursed mileage at the current IRS rate.
- Spokane County shall also bill the City of Spokane for all materials, supplies and/or waste station fees.