


Agenda Sheet for City Council Meeting of:

04/11/2022

Submitting Dept GRANTS, CONTRACTS & PURCHASING		Date Rec'd	3/22/2022
		Clerk's File #	OPR 2022-0012
		Renews #	
Contact Name/Phone THEA PRINCE 625-6403		Cross Ref #	
		Project #	
Contact E-Mail TPRINCE@SPOKANECITY.ORG		Bid #	
Agenda Item Type Contract Item		Requisition #	MASTER CONTRACT
Agenda Item Name 5500 - SPOKANE COUNTY DETENTION SERVICES WORK CREW SERVICE AGREEMENT			

Agenda Wording

Approve a five (5) year Spokane County Detention Services Work Crew Services Agreement.

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 Spokane County Detention Services Work Crew Services Agreement wherein they reduce to writing the County's responsibilities through Spokane County Detention Services/Geiger Correction Center Work Crew as well as the City's responsibilities to reimburse the County for providing

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 300,000.00

Select \$

Select \$

Select \$

Budget Account

various

#

#

#

Approvals
Dept Head MURRAY, MICHELLE

Division Director WALLACE, TONYA

Finance ORLOB, KIMBERLY

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications
Study Session\Other F&A 3/21/22

Council Sponsor CM Wilkerson & CM
Cathcart

Distribution List

tprince

Additional Approvals
Purchasing
**Approved by Spokane City
Council on: 04/11/2022**

DocuSigned by:

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City Clerk

Committee Agenda Sheet

FINANCE & ADMINISTRATION

Submitting Department	Purchasing
Contact Name & Phone	Thea Prince 625-6403
Contact Email	tprince@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Spokane County Detention Services Work Crew Services Agreement
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 Spokane County Detention Services Work Crew Services Agreement wherein they reduce to writing the County's responsibilities through Spokane County Detention Services/Geiger Correction Center Work Crew as well as the City's responsibilities 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 agreement is in place. The Scope of Services and the Service Fees are a part of the Agreement.
Proposed Council Action & Date:	Approve Spokane County Detention Services Work Crew Services Agreement 3/21/2022
Fiscal Impact:	
Total Cost:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

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NO 22-0283

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 Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing; and

WHEREAS, pursuant to the provisions of RCW 36.01.030, the powers of Spokane County can only be exercised through the Board of County Commissioners of Spokane County, Washington ("Board" or "Board of County Commissioners"); and

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

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

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

WHEREAS, the City of Spokane has a need for manual labor to provide cleanup for various projects related to public health, safety and welfare, and Spokane County Detention Services has such labor available.

NOW, THEREFORE BE IT 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 "Spokane County Detention Services Work Crew Services Agreement" pursuant to which, under certain terms and conditions, Spokane County Detention Services - Geiger Corrections Center will provide inmate work crews to provide general cleanup and related work in various projects are further described in Attachment "A", attached hereto and incorporated herein.

PASSED AND ADOPTED this 26th day of April 2022.



ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


MARY L. KUNEY, Chair


AL FRENCH, Vice-Chair


Ginna Vasquez, Clerk of the Board


JOSH KERNS, Commissioner

OPR 2022-0012
Spokane County Detention Services
Work Crew Services Agreement

THIS AGREEMENT is effective as of January 1, 2022 by and between SPOKANE COUNTY DETENTION SERVICES, 1100 West Mallon Ave, Spokane, WA 99206 (hereinafter called “CONTRACTOR”) and the CITY OF SPOKANE, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201 (hereinafter called the “CITY”). The CONTRACTOR and CITY are jointly referred to as “PARTIES” within this Agreement.

WHEREAS, SPOKANE COUNTY DETENTION SERVICES provides adult offender work crews for hire by other jurisdictions; and

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

WHEREAS, this Agreement will define the terms and scope of work to be performed and allocate liability for the PARTIES to this Agreement; and

NOW, THEREFORE, the PARTIES mutually agree on the terms and conditions set forth below:

ARTICLE ONE
SCOPE OF SERVICES

1.1 Scope of Work. See attached Scope of Work.

1.2 Compliance with Laws. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the United States, State of Washington, Spokane County and applicable City, including those that prohibit unlawful discrimination.

1.3 Standards. The CONTRACTOR will use offenders to provide work crew services that, to the best knowledge of CONTRACTOR, are in good physical condition and capable of performing the services identified in Section 1.1. and have volunteered to participate in the program. Inmate workers are low level offenders who are screened for appropriate charges and behavior prior to placement. No registered sex offenders are authorized to participate on the offender work crews.

1.4 Equipment and Cleaning Supplies. The CITY will provide all specialized equipment (e.g. backpack blowers and four wheel mechanical mules). This equipment will belong to the CITY and will be maintained by the CONTRACTOR in good working condition throughout the contract term. Equipment will be maintained and stored at the

facility of CONTRACTOR’S choice. All CITY-owned equipment irreparably damaged or destroyed through CONTRACTOR negligence will be repaired or replaced by the CONTRACTOR. Necessary consumable, non-specialized equipment (e.g. mops, brooms and other hand tools) and cleaning supplies will be provided by the CITY to complete work projects.

1.5 Vehicle. The CONTRACTOR will provide a motor vehicle for transporting the work crew to the work site. The vehicle will be owned and maintained by the CONTRACTOR.

1.6 Work Schedule. The CITY shall establish a work crew schedule that anticipates using work crews on an as-needed, on-call basis subject to availability and schedule. Provided, however, CITY recognizes that CONTRACTOR retains the authority to adjust any work crew schedule. CITY will reimburse the cost of the officer’s overtime if the crew is required to work beyond the standard workday, or beyond forty (40) hours in a week as prearranged. The CITY will reimburse the cost of the officer’s holiday premium pay if work is performed on County holidays.

1.7 Independent Contractor. The CONTRACTOR, in the performance of this Agreement, is acting as an independent contractor and not in any manner as officers, employees or agents of the CITY.

1.8 Reporting. If requested, the CONTRACTOR agrees to provide monthly reports outlining hours of work each month and a general summary of activities performed. Requested reports will be provided to the CITY no later than the twentieth (20th) day of the following month during the term of this Agreement.

1.9 Media Contact. The CONTRACTOR and their agents agree to refer all media contacts relative to their work on this contract to CITY Public Information Officer.

**ARTICLE TWO
COMPENSATION**

2.1 Services Fee. The CITY shall pay the CONTRACTOR three hundred eighty-five dollars (\$385.00) per work crew, per day worked with a two (2) hour minimum, plus mileage at the current IRS rate. Any work performed on a holiday or in excess of forty (40) hours per work week will be billed at the appropriate Spokane County wage scale.

		Monday – Friday	Holidays and Officer OVT
5-8	Hours	\$385.00	\$450.00
4	Hours	\$217.00	\$250.00
3	Hours	\$169.50	\$193.75
2	Hours	\$121.25	\$137.50

2.2 Invoices. CONTRACTOR shall provide CITY with monthly invoices. CITY shall pay said invoices to the CONTRACTOR within ten (10) days of receipt of the monthly invoice.

ARTICLE THREE
TERM AND TERMINATION

3.1 Term. The term of the Agreement shall begin January 1, 2022 and shall terminate on December 31, 2026.

3.2 Termination. Either party may terminate this Agreement for any reason whatsoever upon giving the other party thirty (30) days written notice of such termination.

3.3 Handling of Property upon Contract Termination. All purchases of equipment supplied by the CITY and deemed to be the property of the CITY shall be inventoried and kept separate from other CONTRACTOR property. Upon termination of this Agreement all equipment shall be returned to the CITY.

ARTICLE FOUR
QUALITY OF PERFORMANCE

4.1 Performance. The CITY shall judge the overall quality of the work performed, and the sufficiency of records. If during the course of this Agreement, the services rendered do not meet the requirements of the CITY under this contract, upon written notification, the CONTRACTOR agrees to meet with CITY and mutually determine what steps are necessary to correct, modify and/or properly perform the services.

4.2 Liability. Each PARTY agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this Agreement.

ARTICLE FIVE
MISCELLANEOUS

5.1 Parties-In-Interest and Assignment. This Agreement is binding upon and is for the exclusive benefit of the PARTIES hereto and their respective successors and assigns, and no person who is not a party hereto shall have any rights under this Agreement, either as a third-party beneficiary or otherwise. Neither party may assign this Agreement without the prior written consent of the other party.

5.2 Entire Agreement. This Agreement supersedes any and all prior oral or written agreements and understandings relating to the subject matter hereof and contains the entire agreement of the parties relating to the subject matter hereof. All exhibits, addenda, schedules and appendices hereto, now or hereafter created, are incorporated into

this Agreement by reference and made a part hereof. The terms “hereof,” “herein” and like words shall refer to this Agreement in its entirety and shall include such exhibits, addenda, schedules and appendices. This Agreement cannot be amended or modified, except by a written agreement executed by the PARTIES hereto or their respective successors and assigns.

5.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. A finding that any term or provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of the remainder of this Agreement. Venue for any action arising out of this Agreement shall be in Spokane County.

5.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be binding when at least one counterpart has been signed by both PARTIES.

5.5 General Guidelines for the Use of Offender Labor

- A detailed scope of work will be established prior to any work performed. No work will be completed outside of this scope without review.
- The use of correctional crews is dependent on the availability of appropriate offender labor. Crew numbers are subject to change due to factors outside of CONTRACTOR’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 crew work schedules and availability.
- Work Crews cannot perform the following tasks:
 - Activities that involve the use of pesticides or chemical agents – Household type cleaners may be used with appropriate PPE and access to safety information.
 - Activities that involve exposure, clean-up of body/bodily waste or biohazardous materials.
 - Activities involving the demolition or destruction of buildings, to include exposure to asbestos or suspected asbestos containing materials. This can include tile, carpeting, or ceiling tiles.
 - 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.
 - Activities around electrical panels, electrical wiring or energized lines-overhead or underground.

- Activities that take place on roof tops or elevated platforms. To include any activity that takes place more than 10 feet above the ground.
- Operating equipment that requires certification or licensing.
- Safety briefings will be conducted prior to using any power equipment. Appropriate PPE will be provided and usage required.
- Any task not listed that may pose significant safety or security risks.
- Access to Work Crew services will be limited during the dates of the Spokane County Fair.

**BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY WASHINGTON**

PASSED AND ADOPTED by the Board of County Commissioners of Spokane County, Washington this _____ day of _____, 2022.



ATTEST:

GINNA VASQUEZ

 Ginna Vasquez, Clerk of the Board
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MARY L. KUNEY

 MARY L. KUNEY, Chair

AL FRENCH

 AL FRENCH, Vice-Chair

JOSH KERNES

 JOSH KERNES, Commissioner

DATED: 4/18/2022

CITY OF SPOKANE

DocuSigned by:
NADINE WOODWARD

 3965167EC71D4A0
 NADINE WOODWARD, Mayor

ATTEST:

DocuSigned by:
Lori Stiff

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 City Clerk

Approved as to form:

DocuSigned by:
Michael J. Piccolo

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 Assistant City Attorney



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**BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY WASHINGTON**

PASSED AND ADOPTED by the Board of County Commissioners of Spokane County, Washington this _____ day of _____, 2022.

MARY L. KUNEY, Chair

ATTEST:

AL FRENCH, Vice-Chair

Ginna Vasquez, Clerk of the Board

JOSH KERNS, Commissioner

DATED: 4/18/2022

CITY OF SPOKANE

DocuSigned by:
Nadine Woodward

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NADINE WOODWARD, Mayor

ATTEST:

DocuSigned by:
Leri Alfaro

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City Clerk

DS

Approved as to form:

DocuSigned by:
Michael J. Piccolo

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Assistant City Attorney



Scope of Work

- A. CONTRACTOR will provide offender work crews and necessary supervisors as requested by the CITY, 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; and
 - 8. Engineering.

- B. The services provided to the CITY by the offender work crew shall consist of, but not 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. Cleanup tasks: community events on public or private properties consisting of litter pick up, sweeping and wash down;
 - 4. Graffiti abatement: paint over or remove graffiti;
 - 5. Moving or hauling tasks;
 - 6. Event preparation: set up and/or tear down as necessary;
 - 7. Basic non-skilled labor; and
 - 8. Snow removal.

- C. Required equipment:
 - 1. Work gloves;
 - 2. Safety glasses;
 - 3. Ear protections (as applicable);
 - 4. Weed eaters;
 - 5. Shovels (spade and snow) and rakes; and
 - 6. Inclement weather clothing.

- D. CITY staff will coordinate directly with work crew supervisors as to time and place of work to be performed. It is preferred that the crew supervisor view the projects before the scheduled work for on-site assessment. CITY staff will accommodate crew supervisor's schedule.