

AGREEMENT BETWEEN
THE STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS
AND
CITY OF WEST RICHLAND

This Agreement is entered into by and between the State of Washington, Department of Corrections, hereinafter referred to as DOC, and the City of West Richland, hereinafter referred to as EMPLOYER, for the purpose of providing a venue for offenders to satisfy alternative sentences, as approved by DOC pursuant to RCW 9.94A.725.

1. PURPOSE

The purpose of this Agreement is to provide the master terms and conditions between the parties to utilize state adult offenders assigned to community supervision, in work crew projects for the EMPLOYER. Work crew projects are limited to those that can be properly supervised as determined by the DOC Field Administrator and the EMPLOYER'S administrator/designee. Each project requires the completion of a Work Project Description (Attachment A) which shall include a description of the work to be performed, the duration of the project, and the services and materials to be provided by each party. The DOC Field Administrator, or designee, is authorized to sign the Project Description form on behalf of DOC.

2. TERM

The term of this Agreement shall begin upon final signature, and shall continue until May 31, 2013. Each Work Project Description entered into shall contain a termination date for the individual project and shall last no longer than one year.

3. PAYMENT

- A. In consideration of the services provided hereunder, the EMPLOYER shall make payment to the DOC according to the payment schedule in the respective Work Project Description.
- B. The DOC Project Correctional Officer will provide record keeping, monthly reports, and coordination of work crew activity.
- C. DOC shall report the number of hours performed by offenders to the local office coordinator.
- D. The Employer is responsible for worker's compensation and state industrial insurance costs for offenders participating in a community restitution crew under this Contract. The DOC shall reimburse the Employer for such costs in accordance with this Contract. The parties agree that the Department shall

provide such reimbursement payment directly to the appropriate state agency providing the insurance, on behalf of the Employer.

4. TERMINATION

Either party may terminate this Agreement upon 30 days' written notice beginning on the second day after the mailing, in whole or in part, when it is in the best interest of the party. If this Agreement is so terminated each of the parties shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

5. OFFENDER ASSIGNMENT/STATUS

The DOC will approve offenders for assignment to a community restitution crew to ensure adequate security for public safety. For purposes of compliance with the Washington Industrial Safety and Health Act (WISHA), the offenders are the employees of the Employer and the Employer shall provide scope of work supervision during each Community Restitution Crew Project.

6. USE OF DOC OFFENDERS

DOC offenders shall not be used to supplant EMPLOYER'S employees.

7. SUPPLIES/EQUIPMENT

The Employer and DOC will conduct a hazards assessment and identify Personal Protective Equipment, i.e. hard hats, goggles, gloves, hearing and eye protective devices, work boots, etc. and any specialized safety equipment and/or clothing necessary to protect offender workers from identified hazards as specified in the Community Restitution Crew Project Description. If the Employer or DOC determines the need for head protection, goggles, gloves, or hearing and eye protection, the DOC shall provide such items for the offender workers. All other PPE required shall be provided by the Employer.

junk boots
RB
20

8. SUPERVISION

DOC shall designate an individual to provide supervision of offender workers assigned on work crews. The EMPLOYER shall maintain oversight of the project until completed, to ensure proper and safe work performance. DOC shall ensure that a first-aid qualified individual is available for the duration of the project and shall provide adequate instruction and direction for offender workers on work crews to ensure proper and safe work performance.

9. TRAINING

DOC shall ensure that offender workers and custody officers assigned to work crews receive job and safety training in compliance with all applicable laws or regulations such as, but not limited to, OSHA and WISHA. DOC shall provide orientation to offender workers to educate them on the scope of work to be conducted.

DOC shall provide an orientation to the EMPLOYER regarding DOC's guidelines and communication procedures.

10. PUBLIC INFORMATION

Neither party shall arrange for news media coverage without the consent of the other party, nor shall either party release information to the news media without the consent of the other party. Consent of the offender worker shall be obtained when necessary.

11. WORK PRODUCT AND INDEMNIFICATION

As the DOC is not an employer of the offender worker and provides supervision of offender workers for security purposes only, DOC, its agents or employees assume no responsibility for the quality of the work performed by offenders on a community restitution crew, nor guarantee any work so performed. The DOC, its agents, or employees assume no responsibility for any damages resulting from the performance by offender on a community restitution crew hereunder.

To the extent permitted by the laws of the state of Washington, the DOC, its agents, or employees assumes responsibility for any damages resulting solely from the negligence of the DOC, its agents, or employees. To the extent permitted by the laws of the state of Washington, the DOC shall indemnify, defend, and hold harmless the EMPLOYER only to the extent the claim is caused solely by the negligent acts or omissions of the DOC, its agents, or employees.

The EMPLOYER, its agents, or employees assumes responsibility for any damages resulting solely from the negligence of the EMPLOYER, its agents, or employees. The EMPLOYER shall indemnify, defend, and hold harmless the DOC to the extent the claim is caused solely by the negligent acts or omissions of the negligent acts or omissions of the EMPLOYER, its agents, or employees.

In accordance with the laws of the state of Washington and to the extent permitted by those laws, if both parties to this Contract are negligent and jointly liable, each party will assume responsibility for its own negligent acts or omissions.

12. TRANSPORTATION

The EMPLOYER is not responsible for the transportation to and from the work project site.

13. DISPUTES

Should the parties hereto be unable to resolve informally any dispute concerning the terms of this Agreement, the dispute will be settled by an arbitrator chosen by mutual consent of both parties.

14. CHANGES AND MODIFICATIONS

No changes or modifications to this Agreement shall be binding unless agreed to in writing by the parties hereto prior to such change or modification. Only the Secretary of DOC or designee has the authority to alter, amend, modify, or waive any clause or condition of this Agreement for DOC.

15. INTEGRATION

This Agreement contains all the terms and conditions agreed upon by the parties. No understandings or otherwise regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. As used herein, reference to the Agreement shall include this Agreement and any project descriptions executed herein.

IN WITNESS WHEREOF, DOC and the EMPLOYER have signed this Contract Agreement.

CITY OF WEST RICHLAND

DEPARTMENT OF CORRECTIONS

Rich Buel
(Signature)
Rich Buel
(Printed Name)
Mayor Pro Tem
(Title)
6-15-09
(Date)

Gary Banning
(Signature)
Gary Banning
(Printed Name)
Contracts Administrator
(Title)
6/22/09
(Date)

This Contract Format was
Approved As To Form on July 2, 2002
by the Criminal Justice Division of the
Office of the Attorney General

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS
WORK PROJECT DESCRIPTION

Contract Number: K8209

Employer: City of West Richland

Project Description: DOC will provide the Pasco Community Restitution Work Crew to clear and remove debris and vegetation that pose fire hazards, litter pick-up, lawn care, ground work, janitorial work, snow shoveling, painting, illegal dump cleanup, weed pulling, removing fences, thinning, looping, pruning, planting, and various jobs.

Project Period:

Projected Number of Offender Work Hours: Varies

Payment Terms: The EMPLOYER shall pay \$20.00 per offender, including supervisor, for each day the Crew performs work for the EMPLOYER.

The Crew operates Saturday through Wednesday, from 7:30 a.m. to 3:00 p.m., except holidays. DOC shall bill the EMPLOYER by the 10th of each month, which will detail all DOC work crew activities for the previous month.

Payments can be sent to:

Washington State Department of Corrections
East Region Business Office
1717 West Broadway
Spokane, WA 99201-1865

Personal Protective DOC will furnish hard hats, reflective vests, gloves, hearing and eye protection, safety cones. *work boots W/ps*

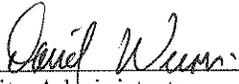
Equipment: The EMPLOYER will need to furnish all hand tools and specialized equipment and supplies to complete specific projects and any specialized safety equipment and/or clothing necessary to protect workers from identified hazards.

Additional Terms: The EMPLOYER is responsible for worker's compensation and state industrial insurance costs for offenders participating in a community restitution crew under this Contract. The DOC shall reimburse the EMPLOYER for such costs in accordance with this Contract. The parties agree that the Department shall provide such reimbursement payment directly to the appropriate state agency providing the insurance, on behalf of the EMPLOYER.

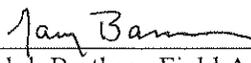
DOC offenders shall not be used to supplant EMPLOYERS employees.

CITY OF WEST RICHLAND

DEPARTMENT OF CORRECTIONS



City Administrator



for Ralph Berthon, Field Administrator