

Class IV Work Crew Master Agreement
Between
THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS
And
CITY OF AIRWAY HEIGHTS

This Master Contract Agreement is entered into by and between the State of Washington, Department of Corrections, hereinafter referred to as DOC, and, City of Airway Heights located at 1208 S. Lundstrom St. Airway Heights WA, 99001 hereinafter referred to as the 'RECIPIENT OF THE SERVICES' or 'RECIPIENT'. Legal authority for this Master Contract Agreement is pursuant to RCW 72.09.100 and Chapter 137-80 WAC.

Offenders who provide services under this Agreement reside in a DOC prison and are under the jurisdiction of the Washington State Department of Corrections.

1. PURPOSE

The purpose of this Agreement is to provide the master terms and conditions between the parties for offenders to provide work crew services to the RECIPIENT. To be eligible to receive offender services, the RECIPIENT must be an agency of Washington State government, a local government or federally recognized Indian tribe within Washington State or a public benefit nonprofit as defined by the IRS; a 501(c)(3) Charitable Organization or a 501(c)(4) Social Welfare Organization. No public employees will be displaced as a result of this Agreement.

On January 1, 2016, the terms and conditions contained in this Master Agreement will replace and terminate any previous Work Crew Agreement and Work Project Descriptions between the Parties. For this Master Agreement to be valid it must be signed by the DOC Contracts Administrator or designee on behalf of DOC.

2. WORK PROJECT DESCRIPTIONS

Offender work crew projects are limited to those that can be properly supervised as determined by the Superintendent of the Institution or designee and the RECIPIENT's Contract Manager. Each project is subject to careful review for custody and security requirements. Each distinct project requires a separate Work Project Description that is signed by both parties to this Agreement. [See Attachment A] The Work Project Description will detail the work to be done by offenders, the cost to the RECIPIENT and other specifics of the particular project.

The Institution Superintendent or designee is authorized to sign Work Project Descriptions on behalf of DOC. A Work Project Description may be valid for up to one year but must end prior to or on the same date as this Master Contract Agreement. All services provided under each signed Work Project Description shall be performed pursuant to the terms of this Master Agreement.

3. TERM

The term of this Master Agreement shall begin January 1, 2016 and continue through November 30, 2019, unless terminated sooner as provided for herein.

this Agreement is so terminated each of the parties shall be liable only in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

6. SELECTION OF OFFENDERS

The Institution will select the offenders for each work crew. Selection criteria will conform to DOC Policy 700.400, CLASS IV OFF-SITE WORK CREW, DIRECTIVE III, Offender Eligibility, as now written or hereafter revised.

7. HAZARD ASSESSMENT AND MITIGATION

- A. In accordance with the DOC Office of Risk Management, work generally considered to be dangerous or hazardous may not be performed by offenders.
- B. Before DOC offenders may provide services at any new and distinct project location, the RECIPIENT will assess the location for hazardous conditions and/or materials. (See Attachment B)
- C. The RECIPIENT's assessment must be performed in accordance with WAC 296-800-160 and provided to DOC using DOC Form 03-247 or other similar hazard assessment and PPE selection worksheet. The RECIPIENT will inform DOC promptly, in writing, if hazardous conditions or materials are found at the new project site.
- D. Once notified, DOC at its own discretion, may a) identify, with the RECIPIENT, the protective equipment or clothing that is needed for offenders and correctional officers to mitigate the effects of the on-site hazard(s); or b) request that the RECIPIENT remove or otherwise mitigate the hazard before offenders perform the contracted work crew services at that site; or c) withdraw from the project.
- E. If hazardous conditions or materials are discovered while offenders are working at RECIPIENT's site, then offender work will be suspended immediately and RECIPIENT will make appropriate regulatory notifications and request further assessment.

8. TOOLS, EQUIPMENT AND SUPPLIES

A. In General

- 1) DOC will provide offenders with basic work attire, such as boots, gloves, goggles and rain gear, that may be needed for any project;
- 2) If the Parties to this Agreement do not negotiate otherwise, the RECIPIENT will provide any additional tools, equipment and supplies that offenders need to accomplish the Recipient's specific work project. This will include any Personal Protective Equipment (PPE) e.g. bump hats, specialized goggles or gloves, hearing and eye protective devices, etc. and any specialized safety equipment (SSE) necessary to protect offenders and correctional officers from hazards at the project site.
- 3) The specific tools, equipment and supplies necessary for each project, and the party to the Agreement responsible for providing each item, will be designated in the Work Project Description for that project.

4. All personnel under this contract, with access to DOC offenders, must certify that they have not:
 - Engaged in sexual misconduct in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution as defined in 42 U.S.C. 1997;
 - Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - Been civilly or administratively adjudicated to have engaged in the activity described above.
 5. Providing sexual misconduct disclosure forms to DOC (DOC Form #03-502), completed by each person providing services, retaining a copy of the same in each individual personnel record.
 6. Submitting to a criminal background check, performed by DOC, at least once every five years.
 7. Compliance with the affirmative duty to report personnel with any conviction or adjudication of a violation of any of the offenses listed in #4, above.
- C. Investigations. DOC will investigate any allegation of the contractor's failure to comply with DOC PREA policies or the PREA standards.
- D. Consequences of a Contractor's failure to conform with DOC PREA policies include, but are not limited to:
1. Contractor removal from proximity to offenders;
 2. Contractor removal from contract work at DOC;
 3. Contract termination.

11. CONTRACT MANAGEMENT

The contract manager(s) for each of the Parties shall be responsible for and shall be the contact person(s) for all communications regarding the performance of this Agreement. Either party may, with written notice to the other, designate different contact persons.

RECIPIENT: Glenn Pike, Parks Maintenance Coordinator, (509) 244-4001, gpike@cawh.org

DOC: Michael Klenke, Correctional Program Manager, (509) 244-6817, michael.klenke@doc.wa.gov

12. SUPERVISION

- A. The Work: RECIPIENT will supervise the work performed by offenders and maintain daily oversight of the project until completed. RECIPIENT will provide adequate worksite instruction and direction to all offenders, to ensure safe work performance and proper project outcome.

If any term or condition of this Agreement is held invalid by any court, such invalidity shall not affect the validity of the other terms and conditions of this Agreement.

23. 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 either of the parties hereto. As used herein, reference to the Agreement shall include this Master Agreement, fully executed amendments to this Agreement, and any Work Project Descriptions executed and attached hereto.

THIS Agreement, consisting of eight (8) pages and one (1) attachment, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

CITY OF AIRWAY HEIGHTS

Albert Tripp
(Signature)
Albert Tripp
(Printed Name)
City Manager
(Title)
2-17-16
(Date)

DEPARTMENT OF CORRECTIONS

[Signature]
(Signature)
Gary Banning
(Printed Name)
Contracts Administrator
(Title)
2/19/16
(Date)

Approval on file.
This contract format was approved
by the Office of the Attorney General.

Approved as to Form:
By Tim Lang, Sr. Assistant Attorney General
December 8, 2015

**STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS CONTRACT
ATTACHMENT A**

OFFENDER WORK CREW PROJECT DESCRIPTION

Contract Number: K11139

Institution: Airway Heights Corrections Center

Contractor: City of Airway Heights

Contract Term: Upon last date of signature through November 30, 2017

Project Description: To provide an offender crew of up to 9 offenders to perform mutually agreeable Projects to include, but not be limited to: weeding, cutting, thinning, pruning trees, litter pick-up, and general maintenance work. The number of offenders used will be determined by DOC with consideration of institutional and contractor needs.

Protective Equipment: DOC will supply the offenders with the appropriate personal protective equipment as needed for each project. The contractor may supply specialized protective equipment if needed.

Equipment/Tools: The contractor will supply the needed tools and equipment required to complete each project. The contractor will also provide the appropriate safety training to operate the equipment/tools.

Payment Terms: The contractor shall pay DOC at the rate of \$1.00 per hour per each offender work crew participant hour worked and traveled. The Contractor shall also pay the state mileage rate of \$0.0535 per mile traveled.

The contractor is responsible for paying workers compensation insurance for each hour worked by offenders, to the Department of Labor and Industries.

The contractor will pay DOC within 30 days after receipt of invoice. DOC will send invoices to:

City of Airway Heights
Clerk Treasurer
1208 S Lundstrom St.
Airway Heights, WA 99001

Additional Terms: DOC shall designate a security officer to be responsible for offender work crew supervision.

Offender selection for work projects will be limited to those offenders who are screened by DOC for work in the community.

CITY OF AIRWAY HEIGHTS

Albert Tripp 4-25-17
Albert Tripp Date

**DEPARTMENT OF
CORRECTIONS**

James Key 5/3/17
James Key Date
Superintendent