



# City Council Agenda Bill

|   |
|---|
| <h2 style="margin: 0;">20096</h2> <p style="margin: 0;">Bill Number</p> |
|---|

**Subject:** Interlocal Agreement for Offender Work Crew

**Summary Statement:** The City is proposing to enter into an interlocal agreement with Whatcom County to utilize an Offender Work Crew to perform clean-up and vegetation management throughout the City as needed. The Offender Work Crew will be used to perform tasks that are not currently being performed by existing staff or through existing contract. The Offender Crew provides a self-sustaining 5-7 person team for \$334.38 per 8-hour shift. This includes supervision, tools, and vehicles to perform clean-up and vegetation maintenance tasks.

**Previous Council Action:** 2013 Budget Approval

**Fiscal Impact:** 2013 City Street Fund \$9,362.64

**Funding Source:** Street Fund

**Attachments:** Interlocal agreement  
Memo to Mayor and Council

| Meeting Activity                                | Meeting Date | Staff Recommendation | Presented By             | Time   |
|---|--------------|----------------------|--------------------------|--------|
| Committee Briefing<br>Council Vote<br>Requested | 16-Sep-2013  | Vote to Approve      | Ted Carlson, PW Director | 5 min. |
|   |              |                      |                          |        |

**Council Committee:**

**Public Works / Public Safety**  
Stan Snapp, Chair  
Terry Bornemann; Gene Knutson

**Agenda Bill Contact:**

Eric Johnston, PW Assistant Director

**Committee Actions:**

| Reviewed By               | Initials   | Date    |
|---------------------------|------------|---------|
| Ted Carlson, PW Director. | <i>TAC</i> | 8/30/13 |
| Joan Cady, Purchasing Sup | <i>JC</i>  | 8/30/13 |
|                           |            |         |
| Legal                     | <i>MPS</i> | 9/6/13  |
| Mayor                     | <i>KL</i>  | 9.3.13  |

**Council Action:**



DEPARTMENT OF PUBLIC WORKS 2221 Pacific St Bellingham, WA 98229  
Telephone (360) 778.7700 ♦ FAX (360) 778.7701

## Memorandum

**To:** Ted Carlson, Public Works Director

**From:** Michael Olinger, Public Works Superintendent of Maintenance

**Date:** 8/30/2013

**Subject:** Utilization of Offender Work Crew

---

Public Works is seeking alternative means and methods to meet the increasing demands of maintaining the city's right-of-way system. Currently, there are multiple areas and roadway features throughout the city with limited or no regular maintenance. These include, but are not limited to, sidewalk cleaning, vegetation maintenance, tree well cleaning, creek system cleaning, wetland mitigation site maintenance, watershed property maintenance, and transient camp clean-up. Of particular note, there are a number of recently constructed roundabouts with significant amounts of landscaping that are currently not being maintained to an acceptable level of service. Litter control is constantly need as well.

These areas will benefit from maintenance by the Whatcom County Offender Work Crew Program. The Offender Work Crew is staffed by 5-7 offenders and one Sheriff Department supervisor. The crew is fully independent and comes complete with all tools and equipment required to perform identified maintenance and clean-up activities. In developing the list of activities staff have been cognizant of existing labor agreements. None of the activities to be completed by the Offender Crew will supplant work covered under an existing labor agreement. The Offender Crew will work on Public Works activities 2 days per week and will work closely with supervisory staff to ensure that only activities identified in the interlocal agreement with Whatcom County, or activities similar in nature, are being performed.

In addition to improving maintenance, the City's participation in this program assists the County and greater community in meeting its criminal justice goals and objectives.

The City, pending Council approval of the interlocal, will proceed with these activities on a limited scale to evaluate the efficiency and effectiveness of the Offender Crew at performing these maintenance and clean-up activities. Should the program be effective, the City may seek to continue the contract and seek out other opportunities to make use of the Offender Crews on Public Works activities and other areas throughout the City.

**INTERLOCAL AGREEMENT  
For Work Crew Services  
by and between  
the City of Bellingham  
and  
Whatcom County**

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is entered into by and between the City of Bellingham (the "City") and Whatcom County (the "County") pursuant to the Washington Interlocal Cooperation Act, Chapter 39.34 RCW.

**TERMS AND CONDITIONS**

**I. PURPOSE:** This Agreement between the City and the County is for the utilization of a County Jail Work Crew for the purpose of providing outdoor clean-up services to the City. This agreement will define the services provided by each party as well as the compensation for these services.

**II. PAYMENT:** Whatcom County shall be paid in accordance with Exhibit A.

**III. SERVICES:** The County agrees to furnish a Jail Work Crew to the City of Bellingham for the purpose of outdoor clean-up/vegetation maintenance tasks listed in Exhibit B.

**A. The County shall perform services as follows:**

1. Provide one offender crew averaging five (5) persons, plus a staff crew chief to direct and monitor the work of outdoor clean-up/vegetation maintenance. Safety will be a primary concern and may be cause to refuse or terminate activities.
2. Provide transportation of crew members, staff and tools for this assigned project, plus crew member safety clothing of reflective vest, safety helmet, rain gear, gloves, plus eye and ear protection for safe equipment operation.
3. Provide Worker's Compensation insurance coverage for County Jail Work Crew members to the full extent required by law.

**B. The City shall perform services as follows:**

1. Provide the schedule of projects to be completed by the County Jail Work Crew.
2. Provide the list of duties, location, and priorities of the job to be completed.
3. Provide technical, staff and equipment support and direction on the project.
4. Provide specialized tools and supplies or conduct the duties necessary to complete tasks the County cannot accomplish with tools standard to the work crew vehicle listed in Exhibit C.
5. Provide equipment, supplies, and cost responsibility for disposal of all project materials as necessary.
6. Provide staff to review the project activities to ensure they meet quality consistent with the City standards.

**IV. TERM:** The term of this Agreement shall commence October 1, 2013 and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on December 31, 2013. Scheduled projects will not exceed a total of two eight-hour days per week for a total of 28 days within this time period.

**V. MODIFICATIONS:** Either party may request changes to this Agreement. Any and all modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

**VI. FUNDS:** Funds for the payment of services to be rendered under this Agreement will be provided by the City.

**VII. ADMINISTRATION.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

**VIII. LEGAL RELATIONSHIP.** This Agreement does not create an employer-employee relationship between the City and the County or the City and any member of the County Jail Work Crew. The County shall be responsible for any compensation that is to be provided to members of the County Jail Work Crew.

**IX. INDEMNIFICATION:** The County shall release, defend, indemnify and hold harmless the City from all claims, damages and liabilities arising out of its actions or inactions or the actions or inactions of the County Jail Work Crew in connection with this Agreement. The City shall release, defend, indemnify and hold harmless the County from all claims, damages and liabilities arising out of its actions or inactions in connection with this Agreement.

**X. RECORDING.** The County shall promptly record this Agreement with the Auditor's Office in accordance with Chapter RCW 39.34.

**XI. RESPONSIBLE PERSONS.** The persons responsible for administration of this Agreement shall be the Whatcom County Sheriff and the City of Bellingham Assistant Public Works Director.

**XII. NOTICES.** All notices required to be given under this Agreement shall be given in person or by certified mail, return receipt requested or by nationally recognized overnight carrier delivered to the following address:

City of Bellingham  
Public Works - Operations  
Attention: Eric Johnston  
2221 Pacific Street  
Bellingham, WA 98229-5823

Whatcom County  
Sheriff's Office  
Attention: Bill Elfo  
311 Grand Avenue  
Bellingham, WA 98225

**EXECUTED** this \_\_\_\_ day of 2013 for **WHATCOM COUNTY** by:  
Recommended for Approval: \_\_\_\_\_ Approved as to form: \_\_\_\_\_

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Prosecuting Attorney

Approved:

Accepted for Whatcom County:

By: \_\_\_\_\_  
Jack Louws, Whatcom County Executive

\_\_\_\_\_  
Date

**EXECUTED** this \_\_\_\_ day of 2013 for the **CITY OF BELLINGHAM** by:

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Mayor

Approved as to Form:

Attest:

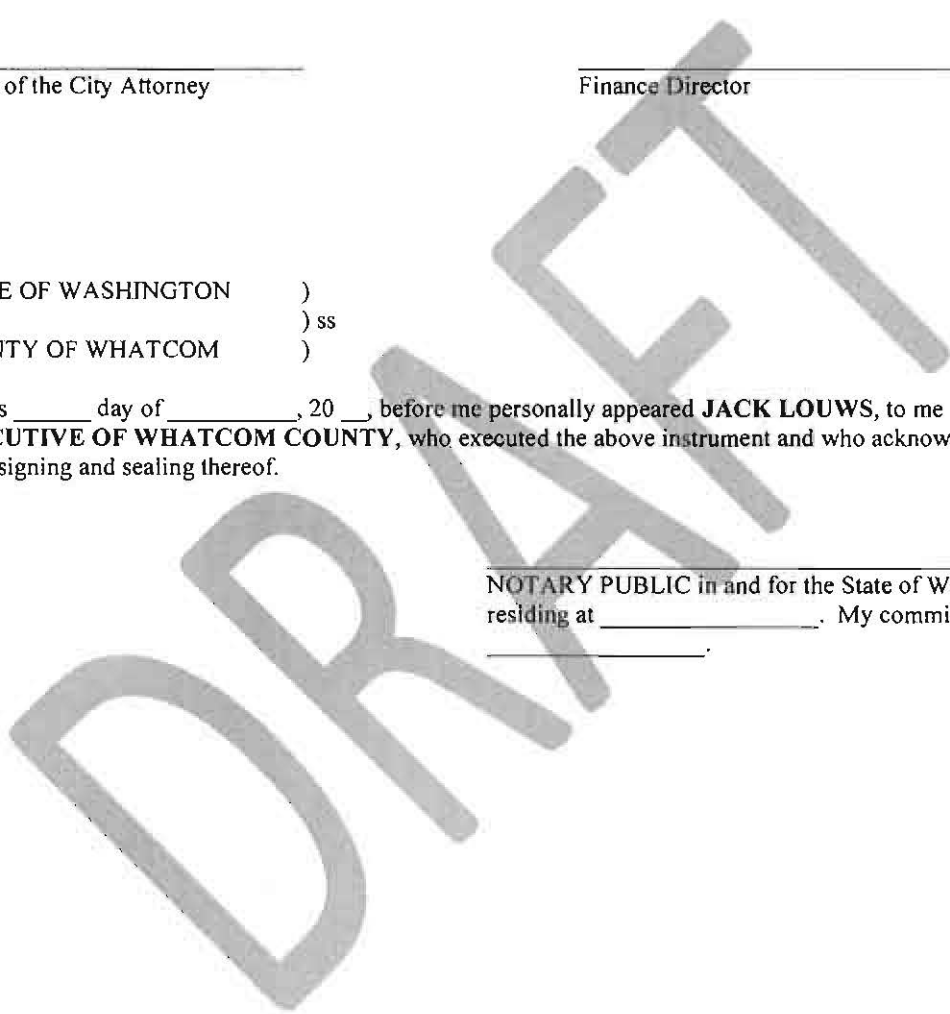
\_\_\_\_\_  
Office of the City Attorney

\_\_\_\_\_  
Finance Director

STATE OF WASHINGTON     )  
  ) ss  
COUNTY OF WHATCOM     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally appeared **JACK LOUWS**, to me known to be the **EXECUTIVE OF WHATCOM COUNTY**, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_. My commission expires  
\_\_\_\_\_.



STATE OF WASHINGTON     )  
  ) ss  
COUNTY OF WHATCOM     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared **KELLI LINVILLE**, to me known to be the **MAYOR OF THE CITY OF BELLINGHAM**, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_. My commission expires  
\_\_\_\_\_.

DRAFT

**EXHIBIT A**  
**Compensation**

1. The Sheriff's Office will be compensated at the rate of \$334.38 per eight-hour day per offender work crew. Scheduled projects will not exceed two eight-hour days per week for a total of 28 days within the term of the contract. The total contract compensation will be \$9,362.64.
2. The Sheriff's Office will invoice the City of Bellingham with supporting documentation, specifying the dates offender crews were provided.
3. The City of Bellingham will compensate the Sheriff's Office within 30 days of submittal of an invoice with appropriate support documentation.

DRAFT

**EXHIBIT B**  
**Outdoor Worker Task List 2013**  
**Sidewalk/Curb Sod/Grass Cleaning**

1. Alabama (Cornwall to Birch Street)
2. Alabama (Birch Street to Northshore Drive)\*
3. F St (Cornwall to Holly)
4. Northshore Drive (Poplar to Academy)\*
5. Barkley Dr (Carrington to Golf Ball Driving Range)
6. Barkley Dr (Carrington to Britton)\*
7. Lakeway Dr (Ellis to City Limits)
8. Yew St (Lakway to City Limits)
9. Woburn (Illinois to Iowa Drive)
10. Lincoln (Meador to Lakeway)
11. Northwest Ave (Elm to McLeod)
12. 32<sup>nd</sup> (Old Fairhaven Pkwy to Fielding)
13. Old Fairhaven Pkwy (12<sup>th</sup> to I-5)
14. 21<sup>st</sup> St (Bill McDonald Pkwy to Donovan)
15. Sunset Dr (Orleans to West Illinois)
16. Meridian (Broadway to Kellogg)
17. Electric (Bloedel to Dakin)
18. Illinois (Cornwall to NW Ave)
19. Cornwall Ave (Illinois to Ohio)
20. Birchwood Ave (Northwest Ave to Meridian)
21. Elm St (North to Broadway)
22. Roeder Ave (Squalicum to C St) including Parkway
23. Orleans St (Texas to Sunset)
24. Meador (James to Lincoln)
25. Iowa (James to Moore)

\*Watershed area can only be cleaned from June 1<sup>st</sup> thru Sept 30<sup>th</sup>.



**Outdoor Worker Task List 2013**  
**Tree Well Weeding**

1. Alabama St (Cornwall to Birch St)
2. Alabama St (Birch St to Northshore Dr)\*
3. Barkley Dr (Carrington to Golf Ball Driving Range)
4. Barkley Dr (Carrington to Britton)\*
5. Cornwall Ave (Ohio St to E. North St)
6. Dupont St (Broadway Ave to Pickett Bridge)
7. F St (Holly St to Cornwall Ave)
8. Girard St (Broadway Ave to A St)
9. Harris Ave (Ferry Terminal to 13<sup>th</sup> St)
10. James St (Sunset Dr to Iowa St)
11. Ivy St Connector
12. Lakeway Dr (Ellis St to Silverbeach Rd)
13. Meridian St (Illinois St to E. Victor St)
14. Meridian St (Orchard St to Horton Rd)
15. Mill St (10<sup>th</sup> St to 11<sup>th</sup> St)
16. N. State St (James St to Laurel St)
17. Ohio St (Cornwall Ave to James St)
18. Potter St (King St to Lincoln St)
19. Puget St (Potter St to Gladstone St)
20. Roeder Ave (Squalicum Truck Route to C St)
21. Sunset Dr (Lincoln St to Orleans St)
22. 10<sup>th</sup> St (Mill St to Donovan Ave)
23. 11<sup>th</sup> St (Mill St to Larrabee St)
24. 12<sup>th</sup> St (Harris Ave to Larrabee St)
25. Downtown (All of CBD)

\*Watershed area can only be cleaned from June 1<sup>st</sup> thru Sept 30<sup>th</sup>

**Outdoor Worker Task List 2013**  
**Roundabouts and Traffic Calming Islands**

1. Northwest Avenue and I-5 (North of I-5)
2. Northwest Avenue and McLeod Road (South of I-5)
3. Cordata Parkway and Westerly Road
4. Wharf Street Roundabout
5. Texas Street and Queen Street
6. Texas Street and Toledo Street
7. Texas Street and Michigan Street
8. Nevada Street and Whatcom Street
9. Nevada Street and Edwards Avenue
10. Ellis Street and Connecticut Street
11. Ellis Street and Maryland Street
12. Cordata Avenue and Horton (dead end of Horton)

**Street Islands and Vegetation Strips**

1. Lakeway Drive (I-5 to Ellis Street)
2. Barkley Drive (Rimland Drive to Britton Road)
3. East McLeod Road (Sunset Drive to Chandler Drive)
4. Bakerview Road (I-5 to Cordata Avenue)
5. Railroad Avenue (Chestnut Street to Magnolia Street)

**Street Division Work**

1. Cleanup of transient camps throughout the City of Bellingham working with Darren Sandstrom, Litter Compliance Officer, 778-8623. This entails cleaning up camps under bridges and other various places (litter and garbage pickup).
2. Maintenance of city sidewalks. This includes scraping and shoveling sod and weeds where the sidewalk meets the curb line and where vegetation is encroaching at the back of the sidewalk.

Natural Resources Items

|                                       |  |  |
|---------------------------------------|--|--|
| Stream clean up/ trash removal        | Whatcom cr                             | crews would pick up trash along Whatcom Creek from Woburn St to mouth on regular basis |
| Stream clean up/ trash removal        | Squalicum Cr                           | crews would pick up trash along Squalicum Creek from Bug Lake to the mouth.            |
| Stream clean up/ trash removal        | Padden Cr                              | crews would pick up trash along Padden Creek from I-5 to mouth on regular basis        |
| Spread mulch at various project sites | City creeks and Lake Whatcom watershed | spread mulch around existing native tree and shrub plantings                           |
| Euclid Park                           |  | Vegetation Management  |
| Invasive Removal                      | Agate Bay Preserve                     | Large scale blackberry removal (5+ acres total)  |
| Invasive Removal                      | Agate Bay Preserve                     | Weeding in mixed forest. Remove blackberry, ivy, clematis                              |

DRAFT

**EXHIBIT C**

**EFFECTIVE DATE:** January 1, 2013

**RE:** Standard Trailer Inventory

**SHERIFF'S OFFICE OFFENDER CREW INVENTORY**

| <b>TOOLS</b>                          | <b>STANDARD INVENTORY</b> |
|---------------------------------------|---------------------------|
| <b>VAN:</b>                           |                           |
| First Aid Kit                         | 1                         |
| Traffic Cones                         | 6                         |
| <b>CREW LEADER:</b>                   |                           |
| First Aid Kit (trail pack type)       | 1                         |
| Phone                                 | 1                         |
| <b>TRAILER:</b>                       |                           |
| 5 Gallon Water Container w/cup holder | 1                         |
| 5 Gallon Gas Can                      | 1                         |
| 1 Gallon Gas Can                      | 2                         |
| Pry Bar                               | 2                         |
| Pulaski Axes                          | 7                         |
| Wheelbarrows (w/hard tires)           | 2                         |
| Push Broom (road)                     | 1                         |
| 15" Hand Weeders                      | 7                         |
| Anvil Pruners                         | 7                         |
| Bow Saw (21")                         | 1                         |
| Pitchfork D handle                    | 3                         |
| Garden Rakes                          | 2                         |
| Leaf Rakes                            | 4                         |
| Shovels, Flat                         | 4                         |
| Shovels, Round                        | 7                         |
| Shovels, Grain                        | 2                         |
| Sledge Hammer                         | 2                         |
| Weed Eaters                           | 5                         |
| Hard Hat w/face shield and ear        | 7                         |
| Rain Gear                             | 7                         |
| Boots (safety toe)                    | 8                         |
| Gloves                                | 14                        |
| Ear Plugs (box 200)                   | 1                         |
| Safety Glasses                        | 7                         |