

WASHINGTON STATE DEPARTMENT OF CORRECTIONS

**Prisons Class IV Goodwill Project Agreement
For**

City of College Place

Pursuant to Chapter 137-80 WAC and RCW 72.09.100 this Agreement is entered into by and between the Washington State Department of Corrections, hereinafter referred to as Prison or DOC, and City of College Place located at City of College Place hereinafter referred to as Recipient.

1. PURPOSE

Class IV community projects are designed to show the benefits of community involvement to offenders and to foster goodwill towards offenders and the prison in the community-at-large. Work generally considered to be dangerous or hazardous, such as work involving electrical wires or energized lines, will not be performed.

2. TERM. The term of this Agreement shall be 1/1/2018 through 12/31/2018, unless terminated sooner as provided for herein.

3. PROJECT DESCRIPTION

- A. Recipient of the Services: City of College Place Recipient L&I Account Number 138675
- B. Work to be performed: Haul away orchard wood
- C. Location: City of College Place
- D. Property owned by: City of College Place
- E. Project Start Date: 1/1/2018 Project End Date: 12/31/2018

4. PROJECT CONTACTS

For the **Prison**: Jim Cerna, LBA, 509 526 6430 (Insert name, title, phone, and email address)

For the **Recipient**: Mike Rizzitiello, City Manager, (509)394-8506, mrizzitiello@cpwa.us (Insert name, title, phone, and email address)

5. PAYMENT. There will be no payments made between the parties to this Agreement.

6. TERMINATION. Either party may terminate this Agreement upon 5 days' written notice emailed to the Project Contact for the other party.

7. OFFENDER SELECTION. The prison will select offenders for this project based upon Department eligibility criteria.

8. TOOLS AND EQUIPMENT

- A. The **Prison** will provide offenders with the necessary work clothing.
- B. The **Recipient** will provide all necessary tools and equipment required to complete the specific work project.

9. HAZARD ASSESSMENT AND MITIGATION

- A. Before offenders may provide services, the Recipient will inspect the project site for hazardous conditions or materials. Recipient will inform DOC promptly, in writing, whether hazardous conditions or materials are found. DOC, at its own discretion, may a) withdraw from the project; b) identify, with the Recipient, the protective equipment or clothing required (PPE) to mitigate the effects of the on-site hazard(s) for offenders and correctional officers; or c) request that the Recipient remove or otherwise mitigate the hazard before services are provided at that location.
- B. The Prison may, at its own discretion, perform its own hazards assessment at the project site, after which, selecting from the options in 9(A) above regarding how to proceed.

10. SAFETY

The Recipient will comply with all applicable safety laws and regulations and provide offenders and correctional officer(s) with workplace safety training relevant to the particular project and location, and in compliance with all such applicable laws and regulations.

11. PRISON RAPE ELIMINATION ACT (PREA)

PREA requirements apply to any person having contact with offenders under Department of Corrections (DOC) jurisdiction. This includes, but is not limited to government entities, non-profit corporations and the employees and volunteers of each. Electronic access to PREA laws, policies and other resources may be found at www.doc.wa.gov.

12. SUPERVISION

- A. **The Work:** The Recipient will orient offenders to the work to perform and direct offenders in its performance. The Recipient will maintain daily oversight of the project to ensure safe work performance and proper project outcome, until completed.
- B. **Security and Custody:** A correctional officer will supervise offenders for custody and security purposes only.
- C. **Offender Illness and Injury:** A first aid qualified correctional officer will provide the appropriate first aid. If necessary, emergency medical treatment will be obtained at the nearest medical facility. DOC will pay all expenses related to treatment of offender illness or injury except when offender injury results from Recipient negligence.

13. WORK PRODUCT and PERFORMANCE

Washington State and DOC, including its agents and/or employees, are not responsible for, nor guarantee, the quality of work performed by offenders or the merchantability of any products produced. Washington State and DOC, including its agents and/or employees are not responsible for damages to third parties resulting from offender performed work.

14. INDEMNIFICATION and HOLD HARMLESS

- A. **Recipient**, its agents, and/or employees are responsible for any damages resulting from the negligence of its agents, and/or employees and does indemnify, defend, and hold harmless DOC for claims arising from the negligent acts or omissions of Recipient, its agents, and/or employees.
- B. **DOC**, its agents, and/or employees shall only be responsible for damages arising out of negligent security supervision of offenders.
- C. In accordance with the laws of the state of Washington and to the extent permitted by law, if both parties to this Agreement are negligent and jointly liable, each party will assume responsibility for its own negligent acts or omissions.

15. DISPUTES

If the parties hereto are unable to informally resolve any dispute concerning the terms of this Agreement, the dispute will be settled in binding arbitration by an arbitrator chosen by consent of both parties. The parties will share equally in the costs of arbitration.

THIS Agreement is executed by the persons signing below.

RECIPIENT

DEPARTMENT OF CORRECTIONS

Michael Rizzitello
(Signature)

Don
(Signature of Prison Superintendent)

Michael Rizzitello
(Printed Name)

Donald Holbrook
(Printed Name)

City Administrator
(Title)

Washington State Pen
(Name of Prison)

11-14-17
(Date)

11/22/17
(Date)

Approval on file.

This contract format was approved by Tim Lang, Sr. Assistant Attorney General, October 14, 2014