

2015 Contract

STATEMENT OF AGREEMENT

between the

DEPARTMENT OF ADULT & JUVENILE DETENTION
COMMUNITY CORRECTIONS DIVISION
COMMUNITY WORK PROGRAM

and

THE CITY OF BURIEN

for

2015 SERVICES

THIS AGREEMENT is entered into the date last below written between the CITY OF BURIEN, WASHINGTON ("City") and THE KING COUNTY DEPARTMENT OF ADULT AND JUVENILE DETENTION ("Contractor").

1. SERVICES BY CONTRACTOR

Contractor shall perform the services described in the scope of work attached hereto as Attachment A.

2. TERM OF AGREEMENT

The term of this Agreement shall begin January, 2015 and shall extend through December 31, 2015, unless terminated pursuant to Section 20. The Agreement may be extended by mutual consent of both parties.

3. PAYMENT

- A. City shall pay Contractor for such services a rate of \$ 640.00 per crew workday (based on an 8 hour day) for a crew described in Section 4. The Contractor will provide one crew for up to 50 days for a total contract amount of thirty two thousand dollars (\$32,000).

The annual and daily charge for a crew is based on the full cost of operating such a crew. This includes staff, a van, landscape equipment, rail gear, operating and maintenance costs, fixed direct administrative costs and department overhead. The Contractor is not seeking to make a profit by operating the crews.

- B. The total amount of this Agreement shall not exceed thirty two thousand dollars (\$32,000) unless prior agreement is reached by the parties.

- C. Contractor shall maintain time and expense records and provides them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- D. All invoices shall be paid by mailing a City warrant within 30 days of receipt of a proper invoice.
- E. Contractor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representative for three (3) years after the final payment. Copies shall be made available on request.
- F. If the services rendered do not meet the requirements of the Agreement, Contractor will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

4. WORK CREW

- A. Selection. Contractor shall be responsible for the selection of crew members that will consist of individuals sanctioned to the Community work program by a King County judge and court.
- B. Composition of Crews. Each crew shall be comprised of a minimum of six (6) persons and one (1) supervisor. Contractor may increase the number of persons on each work crew and Contractor agrees the City will not be charged any additional amount for such additional persons.

5. WORK CREW SCHEDULE AND CANCELLATION

The Contractor will attempt to provide the City with a work crew for each agreed upon business day during the term of this Agreement; provided that Contractor maintains the right to cancel work activities due to inclement weather, insufficient number of crew members, or vacation or sick leave of the crew supervisor. Work days that are cancelled due to the above conditions may be re-scheduled with the agreement of the parties. Per Section 3A of this Agreement, the City will not be responsible for payment to the Contractor for days in which work activities are not conducted.

6. SUPERVISION OF THE WORK CREW

- A. Contractor shall provide at least one (1) supervisory person who shall be present at all times during the execution of all portions of the work, who shall direct and be thoroughly responsible for the Contractor work crew and its actions while in the performance of maintenance services. Contractor will provide necessary equipment to the participants, coordinate with the designated City representative to determine work site, schedules, obtain necessary on-site equipment and complete maintenance log for each work site.
- B. Contractor shall be responsible to provide all training to the crew supervisor regarding the scope of work, safety procedures, CPR, first aid, and defensive driving.

7. TRANSPORTATION

Transportation to and from the City's designated work sites will be the responsibility of the Contractor.

8. EQUIPMENT

All equipment necessary to complete the agreed upon services shall be the responsibility of Contractor. Safety equipment will be provided by Contractor to include hard hats, safety vests, goggles, gloves, rain gear, shoes, and ear protection devices.

9. PROTECTION OF EXISTING PROPERTY

It shall be the responsibility of Contractor to leave City facilities in existing or better condition. Any damage to facilities or unsatisfactory operation of utilities shall be brought to the City's attention immediately by Contractor. All damages to existing facilities shall be reviewed by the City and Contractor, and those damages caused by Contractor shall be repaired or replaced at Contractor's expense.

10. SAFETY AND CLEANUP

- A. Contractor shall be responsible to maintain the work area free of debris and clutter and especially avoid causing any hazards anywhere on the property due to its operations.
- B. Upon completion of the day's work the job site as well as any space used by Contractor shall be left clean and orderly.
- C. Contractor shall be responsible for accomplishing work zone traffic control in accordance with applicable state and City regulations.
- D. Contractor shall be responsible for the disposal of debris and unsuitable materials collected under the conditions of this Agreement. In no case shall debris and unsuitable materials be disposed upon the site or any property contiguous thereto. Contractor is solely responsible for any and all damages done or any regulation violated in the disposal of waste material, as well as for any other action that it performs. .

The City of Burien shall reimburse CONTRACTOR for any fees associated with disposal of debris collected at the designated Burien work sites. Disposal fees shall be reviewed and the parties shall address any disputes.

11. MAINTENANCE ACTIVITIES AND SCHEDULING

Contractor shall consider that City property is open to the public at all times, and the maintenance and associated work shall be conducted in such a way that the daily operation of the City property shall not be affected without prior approval by the City.

12. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Violation of this Section shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

13. GENERAL ADMINISTRATION AND MANAGEMENT

The Infrastructure Maintenance Manager of the City of Burien or his/her designee, shall be City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

14. HOLD HARMLESS

- A. Contractor shall protect, defend, indemnify and save harmless City, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from any actions by any work crew member while that work crew member is under County supervision and/or negligent or willful acts or omissions of Contractor, its officers, employees and agents in performing this Agreement.
- B. City shall protect, defend, indemnify and save harmless Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of City, its officers, employees or agents in performing this Agreement.
- C. The provisions in A and B shall survive the expiration or termination of this Agreement.

15. INSURANCE

King County maintains a fully funded Self-Insurance program as defined in King County Code 4.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property. Contractor shall respond to all injury claims made by Crew Supervisors in accordance with King County procedures governing worker's compensation.

16. SUBLETTING OR ASSIGNING CONTRACT

Neither City nor Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.

17. FUTURE SUPPORT

City makes no commitment and assumes no obligations for the support of Contractor's activities except as set forth in this Agreement.

18. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor.

19. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

20. TERMINATION

- A. This Agreement may be terminated by either party without cause, in whole or in part, prior to the date specified in Section II, by providing the other party thirty- (30) days advance written notice of the termination.
- B. Either party may terminate this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) There is a material breach of any duty, obligation, or service required pursuant to this Agreement; or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

21. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this agreement. No person or entity other than a party to this agreement shall have any rights hereunder or any authority to enforce its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 27 day of FEBRUARY, 2015.

CONTRACTOR *Hikari Tamura*
By: *William Hayes*
William Hayes, DAJD Director

CITY OF BURIEN
By: *[Signature]*
Burien City Manager

Approved as to form:
By: *[Signature]*
King County
Prosecuting Attorney's Office

Approved as to form:
By: *[Signature]*
Interim Burien City Attorney

EXHIBIT A

**KING COUNTY, DAJD
&
CITY OF BURIEN**

SCOPE OF WORK

The City of Burien shall designate a representative employee to determine the work set forth in this Agreement. The City shall identify the priority, locations and performance expectations for work assigned to the Contractor.

Examples of work activities to be performed by the Contractor may include but are not limited to the following:

A. PLANTER BEDS

- a. Weeding
- b. Litter Control
- c. Light Pruning – pruning the shrubs and ground cover away from trails and sidewalks
- d. Leaf Removal

B. TURF MAINTENANCE

- a. Trimming and Edging between Turf, Planter Beds and Sidewalks
- b. Blowing Sidewalks
- c. Leaf Removal
- d. Litter Control

C. MINOR PROJECTS

- a. Erosion Control
- b. Site Clean Up
- c. Bark/mulch Application
- d. Other Projects as they are identified and discussed
- e. Tree pruning and thinning
- f. Graffiti Removal