

# RESOLUTION 2023 681

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF A SERVICE AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF KENNEWICK FOR THE PROVISION OF A WORK CREW PROGRAM**

**WHEREAS**, work crews provide an effective, alternative to incarceration, punishment to option for offenders convicted of minor crimes; and

**WHEREAS**, alternatives to incarceration are cost effective, help reduce jail populations, provided benefit to the community and reduce recidivism; and

**WHEREAS**, the courts believe the sentencing of offenders to work crew is an effective punishment, and the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers of Benton County; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees it is in the best interest of Benton County and the City of Kennewick to allow inmates at the Benton County Jail to serve time and fines while on the work crew program; and

**BE IT FURTHER RESOLVED**, the City of Kennewick will be solely responsible for the actual operational cost of the work crew program as further outlined in the attached Service Agreement between Benton County and City of Kennewick; and

**BE IT FURTHER RESOLVED**, said Agreement shall be for a period of one year from its effective date upon execution of both parties. The Agreement shall renew automatically for additional one year terms upon written agreement of the parties issued no later than thirty (30) days prior to the expiration of the Agreement; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman of the Board to sign the attached Service Agreement between Benton County and the City of Kennewick.

Dated this 3rd day of October, 2023.

Attest Amanda Deussen  
Clerk of the Board

[Signature]  
Chairman of the Board  
[Signature]  
Chairman Pro-Tem  
[Signature]  
Commissioner

Constituting the Board of Commissioners of Benton County, Washington.

Orig: BCSO  
Cc: Auditor's Office, PA, City of Kernewick

Prepared by: L. Small

**INTERLOCAL AGREEMENT  
FOR THE PROVISION OF WORK CREWS**

THIS AGREEMENT is entered into by and between Benton County through its courts and Benton County Corrections Department (hereinafter "County") and the City of Kennewick (hereinafter "City") for the purpose of having Benton County provide a work crew to the City.

WHEREAS, work crew provide an effective, alternative to incarceration, punishment option for offenders convicted of minor crimes; and

WHEREAS, alternatives to incarceration are cost effective, help reduce jail populations, provide benefit to the community and reduce recidivism; and

WHEREAS, the courts concur the sentencing of offenders to work crew is an effective punishment; and

WHEREAS, Chapters 9.92.130 and 9.92.140 of the revised Code of Washington provide for a work crew sentence for persons convicted of crimes; and

WHEREAS, individuals on the work crew can provide a benefit to the public; and

WHEREAS, the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers of Benton County; NOW, THEREFORE:

The parties mutually agree as follows:

**1. Purpose of Agreement**

The purpose of this agreement is to provide an alternative to incarceration when appropriate for non-violent offenders to reduce the need for additional jail facilities and provide useful public services. On approval of the courts, Benton County Prosecutor's Office, and the Benton County Corrections Department, certain misdemeanor and felony offenders may be considered for work crew service. Work crew placement shall be available for both incarceration sentences, deferred sentences, stipulated order of continuance, as well as fines.

**2. Responsibilities of Benton County**

a. The County, through its Courts and Benton County

Corrections Department, will provide transportation and supervision for all work crews unless otherwise agreed by the City and County.

- b. A County Corrections Officer will provide constant supervision of work crews and provide worksite instruction and direction to all participants to ensure a safe work environment and good project outcomes.
- c. The County will develop screening guidelines for offenders eligible for work crews. Included in the screening guidelines shall be a provision that the Judge sentencing an offender will indicate whether or not the offender is eligible to be placed on work crew for all or a portion of his/her sentence or one of the qualifying criminal justice resolutions found in section 1 of this agreement. The Judge shall also set a rate for reducing fines and court costs owed in relation to the work crew assignment.
- d. County will maintain a policy for the work crew that includes participant cost and responsibilities. All work crew participants will be required to agree to the terms of the Benton County Work Crew Program Acceptance Guidelines.
- e. Work crew participants are not exclusive to be City of Kennewick participants (i.e., a Benton County work crew participant may be assigned to the City of Kennewick work crew and a City of Kennewick work crew participant can be assigned to the Benton County work crew).
- f. City of Kennewick participants will take priority prior to selecting other participants from other jurisdictions.
- g. Any and all necessary documentation or paperwork regarding the work crew shall be provided by the County including a monthly invoice and associated spreadsheet identifying the administrative cost and daily work crew participation.
- h. The County shall identify and provide protective equipment and, or clothing needed to mitigate the effects of hazards. All work shall stop, and the crew shall withdraw from a work site if hazardous conditions or materials are discovered that cannot adequately be mitigated with protective equipment or clothing.
- i. The County will train work crew participants, and supervisory staff, regarding work to be performed and any

safety requirements specific to the work site and the use of any specialized equipment.

- j. In the event of work crew participant illness or injury related to work crew activities, County will provide appropriate first aid level of care. If necessary, emergency medical assistance will be called, or the participant will be transported to the nearest medical facility for treatment. County will pay all expenses related to treatment of offender and bill the City actual cost. The cost of treatment provided to participants beyond first aid level of care for any and all work related injuries will be paid in accordance with Title 51 RCW. The City's L&I account number will be the account number used by participants, County, and medical providers when reporting a participant's work-related injury.

### **3. Responsibilities of the City**

The City shall have the following responsibilities under this agreement:

- a. Accept and utilize work crew for appropriate projects.
- b. Provide a minimum one-week, forward-looking schedule of work locations and task to the work crew Supervisor.
- c. Prior to contract execution, contact its L&I Account Manager to request and authorize the addition of Offender L&I Risk Classification 4908 to the City's L&I account. The City will provide County with a copy of the Rate Notice received from L&I that confirms the addition of Risk Classification 4908 to the City's L&I account. Each quarter, for work crew services provided to the City during the previous quarter, City will report to L&I the total number of offender hours worked and pay the total cost due for workers' compensation coverage directly to L&I for those offender hours.
- d. Discuss the work crew program with any collective bargaining units which may be affected. The parties to this agreement do not intend to supplant either permanently or temporarily work normally performed by full time municipal employees, and the impact of work crew shall be the responsibility of the City to discuss with their respective collective bargaining units.

### **4. Cost Agreement**

- a. The City shall be solely responsible for the actual operational cost of the work crew program under bars code 0010.52.120.5232910.0000.xxxxx (or its successor) (e.g., wages, benefits, equipment, materials, dump fees, etc.). County shall bill the City the work crew program costs from the previous month no later than the 20th of each month. Thereafter, the City shall have thirty (30) days to remit payment to the County. December actual expenditures will be billed in February due to annual accruals.
- b. Expenditures are not tied to usage. If the work crew is inactive (i.e., not going out daily due to extreme heat, or lack of available offenders), this does not create a credit or any decrease in responsibility for expenditures.
- c. In addition to the amounts owed under Section 4.a. and 4.b. above, the City shall pay a monthly Administration Fee in the amount of five percent (5%) of the expenditures in the prior month from the Benton County Corrections Budget and under bars code 0010.52.120.5232910.0000.xxxxx (or its successor).

5. **Administration**

The County and the City shall designate a representative to administer this agreement. Each party to the contract will notify the other party as to who the designated representative is.

For City: Marie Mosley, City Manager  
P.O. Box 6108  
Kennewick, WA 99336

For County: Kasey Kist, Jail Lieutenant  
7122 W Okanogan Pl. Suite B110  
Kennewick, WA 99336  
Phone: (509) 460-4938  
Email: Kasey.Kist@co.benton.wa.us

6. **Effective Date**

This agreement shall be effective as of the date of execution by both parties.

7. **Duration**

This agreement shall be for a period of one year from its effective date. The agreement may be renewed for automatic additional one year terms upon written agreement of the parties

issued no later than thirty (30) days prior to the expiration of the agreement.

**8. Termination**

At the election of any party, this agreement may be terminated with or without cause upon the giving of thirty (30) days' written notice to the other party or parties.

**9. Indemnification/Hold Harmless**

Each of the parties to this agreement shall indemnify and hold harmless the other party for its actions pursuant to this agreement. In the event any claim, suit or judgement is instituted pursuant to the activity under this agreement, each of the parties will be responsible for the defense and payment of any claim for their own actions under this agreement. Each party to this agreement agrees to accept the work performed by the offenders on work crew and neither party guarantee to the other party any work so performed.

**10. Modifications**

Any modification to this agreement shall be in writing and signed by both parties.

**11. Integration**

This agreement contains all the terms and conditions agreed by both parties regarding the work crew for the City. No understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto.

*~ This section was intentionally left blank ~*

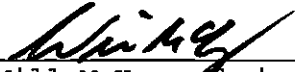
IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly constituted legal representatives, and it is effective on the last date signed.

Dated: 10/3/2023

Dated: 9-5-2023

For: **BENTON COUNTY, WASHINGTON**

For: **CITY OF KENNEWICK, WASHINGTON**

  
\_\_\_\_\_  
Will McKay, Chairman  
Benton County Commissioner


  
\_\_\_\_\_  
Marie E. Mosley  
City Manager, City of Kennewick

Attest:

  
\_\_\_\_\_  
Terri L. Wright, City Clerk

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
Jeff Aultman, Civil DPA

  
\_\_\_\_\_  
Lisa Beaton, City Attorney