

<p>STATE INTERAGENCY AGREEMENT</p> <p>MASTER AGREEMENT BETWEEN THE WASHINGTON DEPARTMENT OF TRANSPORTATION AND THE WASHINGTON DEPARTMENT OF CORRECTIONS</p>	<p>PARTIES TO THE AGREEMENT</p>	
	<p>WSDOT: State Maintenance Engineer 310 Maple Park Avenue SE Olympia, WA 98504-7358</p>	<p>DOC: Office of Contracts and Legal Affairs 7345 Linderson Way Tumwater, WA 98511</p>
<p>AGREEMENT NUMBER</p> <p>DOT: GCA 5885 DOC: K7708</p>	<p>DESCRIPTION OF WORK</p> <p>Roadside litter and debris removal, encampment and illegal dumping cleanup, brush clearing and removal, planting and cleanup of wetland mitigation areas, weeding and cleanup of roadside vegetation, and other similar work activities to be performed by DOC offender crews.</p>	

The Washington Department of Transportation (WSDOT) and the Washington Department of Corrections (WSDOC) enter into this Master Agreement (Agreement) on September 9, 2008. This Agreement sets forth the general terms and conditions by which DOC will provide supervised adult offender work crews to assist WSDOT with roadside litter and debris removal, encampment and illegal dumping cleanup, brush clearing and removal, planting and cleanup of wetland mitigation areas, weeding and cleanup of roadside vegetation, and other similar work activities.

Pursuant to chapters 39.34 and 72.09 RCW, and in consideration of the terms and conditions herein, WSDOT and WSDOC agree as follows:

1. WORK ACTIVITY DEFINED BY TASK ORDER

1.1 Each work activity under this Agreement will be initiated by a Task Order which shall be individually negotiated and signed by the authorized representative of each party. Each Task Order shall include a description of the work to be performed, associated rates of pay, the maximum dollar amount authorized by WSDOT, and the start and end dates to complete the task. Any work performed outside the terms and conditions of the Task Order will not be considered for reimbursement. See Exhibit A for a sample Task Order. See Exhibit B for WSDOT's Guidelines to Address Illegal Encampments within State Right of Way.

1.2 The Parties shall jointly perform a Hazard Assessment for the work activities in each Task Order. Responsibilities that result from the Hazard Assessment will be designated for either party as appropriate and included as requirements in the associated Task Order. If WSDOC determines that a work activity proposed by WSDOT may compromise offender or public safety, WSDOC will not provide an offender crew for that work activity.

2. EFFECTIVE DATE AND TERMINATION

2.1 This Agreement shall become effective until September 9, 2014, unless terminated as provided herein. Each Task Order shall begin and end on the dates indicated on the task order.

2.2 Either party may terminate this Agreement with 60 days written notice to the other party. If a party elects to terminate the Agreement, the parties shall be liable only for performance rendered or costs incurred under the Agreement up to the effective date of termination. Either party may terminate a Task Order with 15 days written notice to the other party. Termination of the Agreement shall terminate any outstanding Task Orders.

3. TRAINING

For a given work activity as described in the Task Order, WSDOT shall provide initial training, instruction and job orientation to correctional officers and offender crews as determined by WSDOC to ensure safe work performance in compliance with all applicable laws and regulations, including but not limited to, OSHA and WISHA provisions. This includes any ongoing instruction and direction as requested by WSDOC.

4. WORK SUPERVISION AND DIRECTION

4.1 WSDOT shall define, direct, and supervise the work to be accomplished by means of a Task Order. WSDOT supervision of work shall, at a minimum, consist of appointing one or more of its personnel to make daily on-site inspections to ensure that the work activities are being completed in accordance with this Agreement and the Task Order. Any WSDOT presence, however, shall not be considered as providing public safety supervision or control of the offenders performing the work activities. Those responsibilities remain solely with WSDOC correctional officers.

4.2 WSDOC shall supervise the offenders in performing the work to be accomplished and the manner in which it is to be accomplished, as directed by WSDOT and as described in the Task Order. WSDOC shall provide one or more correctional officers with each crew for offender safety and public safety purposes. WSDOC correctional officers, as WSDOC employees, shall be on-site at all times when offenders are present. WSDOC will be responsible for the selection of offenders assigned to the crews. Offenders assigned to work crews and who provide services under this Agreement do so at their own choice and are not employees of WSDOC.

5. TOOLS, EQUIPMENT, AND MATERIALS

5.1 The Task Order shall indicate the tools and equipment needed by the offenders to perform the work and specify which tools and equipment each party will provide. WSDOT shall clearly mark and inventory its tools and equipment at the start and at the completion of work for each Task Order. WSDOC shall be responsible for control over all tools and equipment while work is being performed. When identified in a Task Order, portable toilets and washing facilities will be provided by WSDOT.

5.2 WSDOC shall be accountable for any material provided by WSDOT, for example, plant material and bark, to be used to fulfill a Task Order.

6. TRANSPORTATION

WSDOC shall transport offender work crews and WSDOC personnel to and from the work site.

7. TRAFFIC CONTROL

The Task Order will include the specific traffic control requirements of each work activity as agreed to between the parties. WSDOT shall be responsible for all traffic control which requires a highway lane or shoulder closure.

8. INDUSTRIAL INSURANCE

8.1 WSDOT shall pay all industrial insurance costs for offenders participating in offender services under this Agreement and shall pay the State of Washington Department of Labor and Industries directly, at rates established by the Department of Labor and Industries, for such insurance.

8.2 WSDOT's quarterly reports for industrial insurance are due by the end of the month that follows the end of each quarter. To ensure timely reporting, WSDOC will provide WSDOT the following information by the 10th day of each calendar quarter for work hours performed in the previous calendar quarter: (a) Offender name and hours worked; and (b) a completed and signed copy of each Task Order in effect for the quarter, including the description and location of the work performed. If WSDOC does not provide this information by the 10th day of each calendar quarter, WSDOT will bill WSDOC for any late payment penalties imposed against WSDOT by the Department of Labor and Industries, and WSDOC will promptly remit such costs to the WSDOT.

9. PAYMENT

9.1 In consideration of the faithful performance of the work to be done by WSDOC under this Agreement, WSDOT agrees to reimburse WSDOC for the actual direct and related indirect costs for the work performed as described in the individual Task Orders. At the time of each Task Order, the Parties shall negotiate the cost items based on WSDOC's current rates for such items. The payments by WSDOT are not to be more frequent than one (1) per month and will be made within thirty (30) days of receipt of each invoice. The invoices will be sent to the address indicated in the Task Order. WSDOC shall submit its final billing for each Task Order within thirty (30) calendar days following completion of the Task Order work. For Task Orders completed near the end of the biennium, WSDOC shall submit its final billing in accordance with OFM policies on biennium closure billing procedures.

9.2 It is agreed that any partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final review, all required adjustments will be made and reflected in a final payment for the Task Order work.

9.3 Payment to WSDOC for the work performed shall not exceed the amount agreed upon in the Task Order unless the amount is increased by an amendment in writing signed by the authorized representatives of the Parties.

10. RECORDS RETENTION AND AUDIT

10.1 The Parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of the either Party, the Office of the State Auditor, and federal officials authorized to access the records by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after completion of a Task Order, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

10.2 If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims or audit findings has been resolved even though such litigation, claim or audit continues past the six-year retention period.

11. LEGAL RELATIONS

11.1 The Parties shall comply with all federal, state, and local laws applicable to the work and services to be performed under this Agreement.

11.2 If either Party institutes legal proceedings to enforce any rights or obligations under the terms of this Agreement, the Parties agree that such action or proceedings shall be brought in the Superior Court of Thurston County, Washington

12. INDEMNIFICATION AND RESPONSIBILITY

12.1 Responsibility for damages resulting from the acts or omissions of either party or offenders, whether or not intentional, shall be apportioned by the Office of Financial Management, Risk Management Division in conjunction with the Office of the Attorney General, Torts Division.

12.2 This provision shall survive termination of this Agreement and any related Task Order, for as long as is required by the applicable statute of limitations.

13. DISPUTES

If a dispute arises under this Agreement, the dispute shall be resolved by a Dispute Board in the following manner: Each Party shall appoint one member. The members so appointed shall jointly appoint a third member not affiliated with either Party. The Dispute Board shall review the facts, this Agreement, Task Orders, and applicable statutes and rules and make a determination of the dispute. The written findings and conclusions of the Dispute Board shall be final and binding on the Parties; provided, however, that the Parties retain the right to seek direct judicial relief from the Superior Court in Thurston County, Washington regarding any issue involving Section 12, Indemnification and Responsibility.

14. AMENDMENTS

This Agreement and any Task Order may be amended by mutual agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

15. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from later exercise of such rights and shall not constitute a waiver of any other rights under this Agreement, unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

16. ALL WRITING CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties, other than those to be set forth in the Task Orders. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either Party.

17. AGREEMENT MANAGEMENT


The manager for each of the Parties shall be responsible for and shall be the contact person for all communications, notices, and billings regarding the performance of this Agreement. Any change in managers from those noted below must be communicated in writing to the other Party

17.1 The Manager for WSDOT is: Robert E. Christopher, State Maintenance Engineer, 310 Maple Park Avenue SE, Olympia, WA 98504-7358, (360) 705-7851

17.2 The Manager for WSDOC is: Gary Banning, Contracts Administrator, Office of Contracts and Legal Affairs, 7345 Linderson Way, Tumwater, WA 98405-41114, (360) 725-8360.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**Washington State Department
of Transportation**



Steve Reinmuth

Chief of Staff
9/9/08

(Date)

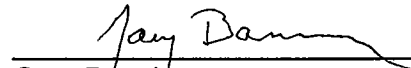
Approved as to form:

ROBERT M. MCKENNA
Attorney General



BRYCE E. BROWN
Senior Assistant Attorney General

**Washington State Department
of Corrections**



Gary Banning

Contracts Administrator
9/9/08

(Date)

TASK ORDER

Washington State Department of Corrections
Washington State Department of Transportation

Initial Task Order
 Amended Task Order _____

Agreement No.

WSDOC Task Order No. _____
WSDOT Task Order No. _____

Class of Offender IV V (Circle one)

Location of Task

State Route No.:	M.P. Location:
Other (if no highway):	

Task Manager Information

WSDOT Task Manager:	Phone No.:
Mailing Address:	Email Address:
Billing Address:	Fax No.:
WSDOC Task Manager/Contact Person:	Phone No.:
Mailing Address:	Email Address:
Billing Address:	Fax No.:

Scope of Work

Description of Work:



WSDOT's Guidelines to Address Illegal Encampments within State Right of Way

August 22, 2008

Purpose

It is WSDOT's intent to preserve the health and safety of all WSDOT employees and members of the public who are involved with and affected by our work. Loitering or trespassing on WSDOT Right of Way is against the law. WSDOT works with law enforcement to make sure WSDOT right of way is used as it is intended.

Areas within WSDOT right of way that are frequented by illegal campers may contain biological and physical hazards in addition to the situations normally associated with construction and maintenance work.

To decrease these risks we will:

- Identify areas of concern during project design and operations activities planning
- Develop site specific pre-activity safety plans for work in areas that WSDOT frequently encounters illegal campers.
- Provide guidelines or specifications in construction contracts and operations plans for the humane and respectful consideration of the illegal campers and their personal items
- Provide guidelines or specifications in contracts and operations plans for the safe removal and disposal of biohazards in identified areas

These Guidelines form the basis for WSDOT work on state-owned right of way, and will be revised as necessary to meet the current situation and to reflect the available resources, including budget and staffing. Each Region may exercise its discretion to deviate from these Guidelines if the Region determines that coordination with a local jurisdiction on a specific clean-up activity is the best course of action under the circumstances. However, the activity shall be at least as effective as the provisions contained in these Guidelines.

1. Planning

- Ensure construction contracts include contract specifications to address the known trespassing conditions.
- Prior to starting work, require crews to review the appropriate pre-activity safety plan that deals with working in areas with illegal campers. Educate employees on proper methods of communication and interaction with the illegal campers.



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- Review the work schedule and determine work activities that fall within areas frequented by the illegal campers.
- Determine dates when work will occur in those areas
- When emerging issues, such as storms, accidents, or safety issues arise, advance notification is not required. Prepare, review and follow the preactivity safety plan.

2. Communication

- Establish who is responsible for contacting the local jurisdiction.
- Coordinate internally with other WSDOT staff, working in the same vicinity, and region maintenance, who may already be communicating or meeting with social service providers.
- When creating public communication materials, such as construction alerts and clean-up notification signs, consider translation needs and reading levels. Keep the information simple, direct and easy to understand. Use symbols and graphics if possible.
- Consider requesting social service organizations, including shelters and free health clinics, to post notices of upcoming work at their facilities and on their organization's Web sites.
- Document communications effort – who was notified, when they were notified, and a summary of the communication.
- Each maintenance area or project office shall appoint a contact responsible for encampment removal issues.

3. Clearing Areas of Concern

A) Maintenance Activities

WSDOT's maintenance operations activities differ from construction projects. Contractors may be unfamiliar with specific site conditions or areas that are not frequently cleared. Maintenance clean-up operations activities are often in response to complaints from the public and business owners.

Several maintenance functions that place our crews in potential contact with illegal campers include:

- routine mowing
- removing noxious and nuisance vegetation
- improving access to road maintenance features such as ditches, catch basins, drains, unstable slopes, fire hydrants, and ornamental and native vegetation
- express lanes operations
- bridge inspection



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- vacant building inspection
- electrical systems maintenance
- clearing incident scenes

Pre-activity safety plans shall take into consideration the potential for interaction with the illegal campers.

The 72 hour notification protocol as described in Section 3.B. below will be used whenever possible and practical. If immediate removal of an encampment becomes necessary, we will attempt to notify the local human service advocates prior to clean-up and starting our work.

It may not be feasible to post all sites 72 hours before maintenance activities. Crew scheduling, emergency repairs and removal of nuisances are examples where the maintenance activity cannot wait or be predicted. Sites where maintenance occurs on a frequent but random basis will be posted "No Trespassing."

To ensure the safety of WSDOT and all parties, law enforcement may be used to remove illegal campers or those loitering on State right of way.

B) Construction Activities

These activities usually allow for more planning and time for notification procedures to take place.

- At least 72 hours prior to activities, such as brush clearing, post signs in the work area. The signs will include dates and locations of the activity and state that trespassing is not authorized. Keep the signs posted throughout the activity. Notify the local jurisdiction by email that the activity is taking place.
- Conduct a visual reconnaissance of the area at least 72 hours in advance to determine type of clean up and removal effort needed.
- At the same time the signs are posted, provide notification to advocacy groups by email of WSDOT's intent to clear the encampment and enlist their help in the process of notification and relocation.
- Immediately before brush clearing or other activity, visually inspect the area. Crews should carefully look for signs of illegal encampments prior to performing any work. Trails into the brush, and signs of an encampment, such as tarps or other temporary structures, are indications that people may be present. Continue monitoring throughout each day – especially after long work breaks.



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- Consider using detection aids such as infrared devices or other non-intrusive devices to conduct a sweep of the area before any physical work or machine activity is started.
- On a daily basis, inspect in and around heavy equipment and other concealed places before commencing work. Do not assume that the noise of equipment or machinery will alert an unauthorized person to the hazards of the work.
- Always check areas in pairs, never alone.
- When approaching an area, talk loudly to make people aware that workers are in the area.
- Identify yourself and state that you are with WSDOT or the construction team and not law enforcement.
- Never touch blankets or reach into a bag or clothing without proper protection. Wear proper safety equipment.
- Request law enforcement assistance if needed.
- Clear the area of all biohazards. All biohazard material and garbage collected from the site will be disposed of at an appropriate disposal site.
- If personal items remain on-site, WSDOT staff or contracted agents will remove the material in accordance with Section 5 below.
- After removal of encampments, WSDOT shall revisit the site at regular intervals. If encampments in the area persist, WSDOT will permanently post the site, with "no trespassing" signs, and removal efforts may proceed without 72 hour notification.

4. Securing the Area

- After clearing the area of all biohazards, secure the area with fencing if necessary and practical. An off-duty police officer or security patrol can also be used to secure the work area.
- Communicate with advocacy groups for their advice and assistance in getting the word out to the community about construction activities.
- Maintain security of area until work is complete. It may be necessary to conduct additional clearing of biohazards, visually survey the area, or use infrared detection equipment to clear the work zone.

5. Removal of Refuse and Personal Property from Active Encampments and WSDOT Right of Way

- WSDOT maintenance offices or contracted agents will schedule the removal of material remaining at the site.
- Garbage and refuse will be removed and disposed of off-site.



- WSDOT intends to follow the applicable provisions of RCW 63.21.060 and RCW 63.32.010 with respect to the acquisition of lost property found within WSDOT right of way. The right of way includes encampment areas and public passageways, such as streets and sidewalks within WSDOT's jurisdiction.
- Lost personal property may include radios, audio and video equipment, sleeping bags, tents, stoves and cooking utensils, lanterns, flashlights, bed rolls, tarps, foam, canvas, mats, blankets, pillows, medication, personal papers, photographs, books and other reading materials, luggage, backpacks or other storage containers, clothing, towels, shoes, toiletries and cosmetics, clocks and watches, and eye glasses.
- At least 72 hours prior to clean-up activities, WSDOT shall post a notice at the encampment area that contains the following information:
 - Identification of WSDOT as the agency responsible for the clean-up;
 - Date the notice was given;
 - Date or dates on which the clean-up will occur;
 - Phone number for storage location. The storage location may be a local WSDOT facility or other local site as designated by WSDOT;
 - That the items will be stored for a maximum of 70 days and if unclaimed within that time, will be disposed of by WSDOT.
- Personal property items that are not refuse, contaminated, illegal, or hazardous shall be placed in large transparent plastic bags. Reasonable efforts should be made to place all items from each camp or sleep site into a separate bag. The personal property will be inventoried to include the date, location and brief description of the item that was placed in the bag. WSDOT staff and its contracted agents shall not open closed items of personal property, unless in their determination it is necessary to do so to protect public safety.

6. Storage and Return of Personal Property

- WSDOT maintenance offices or contracted agents will schedule the storage and return of personal property.
- WSDOT shall use reasonable efforts to protect the personal property from adverse weather conditions.
- When a person comes to retrieve the items of personal property, he or she must identify them. The employee may not require the person to show personal identification, but the person must be able to identify



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key items. A log shall be maintained that reflects that the person has reclaimed his or her property.

- For a period of not less than ten (10) days after acquisition of the property, WSDOT shall attempt to notify the apparent owner of the property and make arrangements for the return of the item, regardless of the value of the item.
- If the property is not returned to a person validly establishing ownership or right to possession of the property, WSDOT shall retain the property for an additional sixty (60) days. If the property shall remain unclaimed during the additional sixty (60) day period, and has no substantial commercial value, WSDOT may dispose of the property in a manner it deems appropriate.