

## RESOLUTION NO. 78-98

### LETTER OF AGREEMENT

This agreement is between Mason County, hereinafter referred to as "County," and the state of Washington Department of Corrections, Cedar Creek Corrections Center, hereinafter referred to as "DOC."

WHEREAS, County has secured grant funding from the Washington State Department of Ecology for litter pick-up; and

WHEREAS, it is the intention of DOC to contract with County to provide adult inmates to assist in the litter pick-up project; and

WHEREAS, in consideration of the terms and conditions contained herein, the parties hereto covenant and agree as follows:

- County will not be billed for litter pick-up services provided by DOC.
- County will identify the area(s) where the litter pick-up crew is to work.
- County will supply litter bags and safety vests for these litter pick-up projects.
- County will provide signs to indicate litter crew is in area.
- County will handle all pick-up and dumping of the gathered litter.
- County will not be responsible for providing any meals to offenders.
- County contact persons are:

Gary Yando, Director  
Community Development  
Mason County  
PO Box 578  
Shelton, WA 98584  
(360) 427-9670 ext. 270

Toni Clement  
Recycling Coordinator  
Mason County  
PO Box 578  
Shelton, WA 98584  
(360) 426-9731

- DOC will be responsible for selection of offender workers assigned to work crews to ensure adequate security for public safety.
- DOC will provide transportation and supervision of the inmates.
- DOC will provide offender workers with necessary clothing and basic safety equipment, i.e., gloves, work boots, etc.
- DOC, its agents, or employees assumes responsibility for any damages resulting solely from the negligence of DOC, its agents, or employees. DOC shall be required to indemnify, defend, and hold harmless County only to the extent the claim is caused solely by the negligent acts or omissions of DOC, its agents, or employees. County, its agents, or employees assumes responsibility for any damages resulting solely from the negligence of the County, its agents, or employees. County shall be required to indemnify, defend, and hold harmless DOC to the extent the claim is caused solely by the negligent acts or omissions of County, its agents, or employees. In accordance with the laws of the state of Washington, if both parties

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to this agreement are negligent and jointly liable, each party will assume responsibility for its own negligent acts or omissions.

Neither party shall arrange for news media coverage without the consent of the other party, nor shall either party release information to the news media without the consent of the other party.

NOW, THEREFORE, BE IT RESOLVED, that the Mason County Board of Commissioners and DOC hereby approve and agree to the contents of this resolution and agreement.

DATED this 28th day of September 1998.

TERMS AND CONDITIONS ACCEPTED:

DEPARTMENT OF CORRECTIONS

BOARD OF COMMISSIONERS  
MASON COUNTY, WASHINGTON

*Kay With-Tully, Oct. 2, 1998*  
\_\_\_\_\_  
Gary Banning, Administrator  
Rules, Contracts, and Public Disclosure

*John A. Bolender* 10/13/98  
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John A. Bolender  
Chairperson  
*Mike Cliff*  
APPROVED AS TO FORM:  
Mike Cliff, CH. DPA