MINUTES OF THE CASHMERE CITY COUNCIL MEETING MONDAY, JANUARY 11, 2016 AT CASHMERE CITY HALL

OPENING

Mayor Gomes opened the regular city council meeting at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

Present

Not Present

Mayor:

Jeff Gomes Skip Moore Jim Fletcher Dave Erickson Kameon Smith Derrick Pratt

Staff:

Kay Jones, Clerk-Treasurer

Mark Botello, Dir. of Planning/Building Chuck Zimmerman, City Attorney

FLAG SALUTE

PUBLIC COMMENT PERIOD

Jim Noble requested that a city representative meet with the residents on Rank road to inform them of the street improvements before the construction begins.

Dave Sherman wanted to let council and the new council members know that per the mayor he will continue as the Law Enforcement representative for Cashmere.

ANNOUNCEMENTS & INFORMATION

Mayor Gomes reminded the council members to file their Elected Official's Public Disclosure information, which has to be submitted annually.

APPROVAL OF AGENDA

Mayor Gomes announced that he was moving item #3 Collective Bargaining Agreement to the end of the business items.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to approve the agenda as reorganized. Motion carried

CONSENT AGENDA

Minutes of December 14, 2015 Regular City Council Meeting

Payroll and Claims Packet Dated December 28, 2015

Claim Check Nos. #36369 through #36366 totaling \$261,503.20

Payroll Check Nos. 36393 through #36432 totaling \$141,507.66

Payroll and Claims Packet Dated December 31, 2015

Claim Check Nos. EFT 12/2015 and #36435 through #36470 totaling \$67,320.57

Manual Check Nos. #36368, #36392, #36433, and #36434

Set a joint Cashmere City Council and Planning Commission meeting February 8, 2016 at 6:00 pm

MOVED by Councilor Erickson and seconded by Councilor Moore to approve the consent agenda. Motion carried

City Council Minutes January 11, 2016 Page 2

KENT SISSON WITH CHELAN COUNTY EMERGENCY MANAGEMENT

Kent Sisson from Chelan County Emergency Management informed the council that they are working with the legislators on funding for a Regional Emergency Operations Center. The first funding request is for \$420,000 to get utilities to the property. The proposed Regional EOC would be constructed within the existing footprint of two county owned buildings located at the Chelan County Public Works facility on Easy Street. Next year the county will request additional funds for the construction phase. The total project is estimated at \$1.8 million. Having a regional Emergency Response Center would support a multi agency response to any all-hazard emergency within Chelan County or other areas of North Central Washington. The County asked for a letter of support to be sent to Senator Parlette and Representatives Cary Condotta and Brad Hawkins.

RESULTS FROM RFP FOR SOLID WASTE SERVICES

The City advertised a request for proposal for solid waste services. The City received proposals from Waste Management and Sunrise Disposal. The council was given a rate sheet comparing the two outside rates to the city's current rates for disposal services. Overall Sunrise Disposal's rates were lower than Waste Management in almost every category.

Attorney Chuck Zimmerman explained that the Council was not bound to select the lowest bidder, since this was not a bid process but a proposal. The Council could choose to interview both submitters or choose to select and enter into negotiations. The other option would be for the City to continue providing solid waste services.

The Mayor informed the Council that if the City continued to provide the service the rates would definitely have to be looked at. The rates have not been increased in six years. With the increase in costs and the rates remaining the same the net revenues have been declining. Also, the City needs to address the high volume commercial customers subsidizing the residential customers. The City can address the complaints of the commercial customers regarding rates, but we can't address the complaints on having to sort the recycling. We aren't equipped to provide single stream recycling.

Paul Nelson resides at 106 Mission View Place. He just moved back into town. He previously had Waste Management and really likes the single stream recycling they provide. His family used to recycle, but in Cashmere you have to sort the recycling and he finds it very inconvenient and time consuming. He would like the City to consider making a change so that single stream recycling can be provided.

Daniel Scott resides at 2 Big Rock Place. He has a 35 gallon cart because his family recycles. He doesn't mind sorting the recyclables because he wants the lowest rate possible for garbage service.

Councilor Fletcher stated that he still believes as he did six years ago that the City should get out of the garbage business.

The Council asked staff for a rate proposal to see what the rates would look like with the adjustments and/or increases. Also, the cart sizes and number of residential customers and commercial customers. Staff will also provide several years of annual revenues and expenditures, showing the declining net revenues.

City Council Minutes January 11, 2016 Page 3

WA RECREATION CONSERVATION OFFICE PROJECT AGREEMENT FOR RIVERSIDE PARK
The Riverside Park project is 50% funded by the Washington Recreation Conservation Office.
The project is \$499,850 and the RCO Project Agreement for Office Administered Programs for the improvements to Riverside Park is in the amount of \$249,925. The project can begin as soon as both parties sign the Agreement.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to approve the RCO Project Agreement and authorize the Mayor to sign the agreement. Motion carried

SELECTION OF CONTRACTOR FOR COMMUNITY POOL REPAIRS AND SHADE COVERS
The City utilized the Small Works Roster to solicit bids for repairs and improvements to the Cashmere City Pool. The City received bids from three contractors and W.M. Smith & Associates was the apparent low bidder at \$140,334.13. The bids ranged from \$140,334.13 to \$169,874.00. Staff's recommendation is to select W.M. Smith & Associates for the Repair and Improvement Project for the Cashmere City Pool.

MOVED by Councilor Erickson and seconded by Councilor Fletcher to select W.M. Smith & Associates for the Repair and Improvement Project for the Cashmere City Pool and authorize the Mayor to sign the contracts. Motion carried

COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY AND TEAMSTERS LOCAL UNION #760 MOVED by Councilor Moore and seconded by Councilor Fletcher to approve the Collective Bargaining Agreement between the City and Teamsters Local Union #760 and authorize the Mayor to sign the agreement. Motion carried

MOVED by Councilor Moore and seconded by Councilor Fletcher to provide the two exempt employees of the City with the increase in base compensation the same as in the Union Bargaining Agreement, which is 1.5 % in 2016, 2% in 2017 and 2% in 2018. Motion carried.

PROGRESS REPORTS

No reports.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:46 p.m.

	Jeff Gomes, Mayor	
Attest:		
Kay Jones, Clerk-Treasurer		

Staff Summary

Date: January 25, 2016

To: Cashmere City Council

Mayor Gomes

From: Mark Botello

RE: Agreement between Plateau Archaeological Investigations, LLC and

City for Cultural Resource Survey for Riverside Park

Please see attached project price proposal by Plateau Archaeological Investigations, LLC for cultural resource survey and investigation for the proposed project and project area for the Riverside Park improvements. This is a special grant condition agreement requirement for the proposed improvements to Riverside Park. This is a budgeted item as part of the overall park improvements.

Recommendation:

Staff recommends approval of the project price proposal for a cultural resource survey for a portion of Riverside Park and authorize Mayor Gomes to sign agreement.



January 20, 2015

Mr. Mark Botello Director of Planning & Building City of Cashmere 101 Woodring Street Cashmere, WA 98815

Dear Mark,

Thank you for requesting a proposal from Plateau Archaeological Investigations, LLC for cultural resource survey of the proposed Riverside Park Revitalization Project. Attached is a confidential project price proposal that allows for 100% survey coverage of the proposed project area.

Once we receive a notice to proceed, we will progress as quickly on this project as possible. We need the project area to be free of snow for our fieldwork. Since I anticipate that we will excavate between five and 20 subsurface probes across the project area—depending upon field conditions, sediment, and other factors—we will also need to commission a utility locate.

The, partly funded by the Recreation and Conservation Office (RCO) RCO PRISM Project Snapshot indicates a target date of March 1 for completion of the cultural resource survey. Provided the ground is clear soon after execution of this agreement, that date is a realistic target for completion.

Feel free to contact me if you have any additional questions.

Sincerely,

David Harder

Enclosure: Project Price Proposal

PROJECT PRICE PROPOSAL

By Plateau Archaeological Investigations, LLC P.O. Box 714, Pullman, Washington 99163

To:	City of Cashmere								
Project:	Riverside Park Revitalization Project Cultural Resource Survey, Chela County, Washington								
Date:	January	y 20, 2015							
Price:	\$4,635.0	00							
Signatur	es: _	Mayor Jeff Gomes	Date						
	_	City of Cashmere	January 20, 2015						
		David A. Harder, Vice President	Date						

Plateau Archaeological Investigations, LLC

The City of Cashmere has received funding assistance from the Washington State Recreation and Conservation Office (RCO) to help with additional development of Riverside Park. The project will include the installation of a restroom, relocation of a playground, construction of a skate park, and paving of the parking area. Other anticipated impacts include installation of sewer and other utilities, storm drain construction, and general site development and landscaping. The project area covers approximately 2.5 acres and lies in Section 04 of Township 23 North, Range 19 East, and Section 33 of Township 24 North, Range 19 East, Willamette Meridian.

Anticipated impacts include excavations, compaction of sediments, and other ground disturbing construction activities. The RCO manages five boards and offices that help create recreational opportunities and manage and habitats and resources through leadership, technical assistance, and funding. Their funding is derived from a variety of state and federal sources. As such, the project proponent must meet the requirements of Executive Order 05-05 and Section 106 of the National Historic Preservation Act (NHPA) and consider the impacts to any potential historic properties prior to ground disturbing activities.

This cultural resource investigation will include a review of the Washington Information System for Architectural and Archaeological Records Data (WISAARD) database maintained by the Department of Archaeology and Historic Preservation (DAHP) in Olympia, a background literature review, informal contact with the interested tribe(s), a pedestrian ground survey, and the preparation of a report. The fieldwork will be completed in a manner consistent with Washington State Senate Bill 5282 amending RCW 27.53.030, and will include inspection techniques to identify both surface and subsurface archaeological resources. The proper field methods will be completed, at the archaeologists discretion, depending upon information obtained during the background review and fieldwork. Subsurface inspections could involve shovel excavations, or mechanical auger excavations, and screening of the fill to identify the nature and extent of any potential archaeological resources.

- This agreement is for a cultural resource investigation of the areas to be impacted during the proposed Riverside Park Revitalization Project, in the City of Cashmere Chelan County, Washington. The purpose of the investigation is to identify any cultural resources which may be adversely affected by the project.
 - 1.1 The area of potential effect to be investigated is the physical location of the proposed disturbances required by the project.
- 2 Plateau Archaeological Investigations, LLC (Plateau) will conduct the cultural resource survey.
- 3 This project will consist of a background search, field investigation of the project area to identify any cultural resources, research and inquiries to identify traditional cultural properties, and preparation of a report.
 - 3.1 This proposal does not include interviewing tribal elders to help identify possible Traditional Cultural Properties.

- 4 If cultural resources are located during this project, further work, investigation or analysis may be required to evaluate whether the resource(s) is/are eligible for inclusion on the National Register of Historic Places; this survey could result in a recommendation for professional archaeological monitoring during excavation activities at project execution or other additional work; any such additional work, investigation, evaluation, or analysis is not included in this price proposal.
- An email describing the findings of the field investigation will be sent to Mr. Mark Botello of the City of Cashmere within five working days of completion of the field work. The correspondence will include preliminary recommendations regarding project monitoring or any other suggestions for additional work.
 - 5.1 An electronic draft copy of the report in Portable Document Format (PDF) will be provided to City of Cashmere within twenty working days of completion of the field work.
 - 5.2 Any review and comment upon the draft report will be provided to Plateau within thirty days of receiving the draft report.
 - 5.3 Plateau will provide four (4) hard copies of the final report and one PDF copy to City of Cashmere within fifteen days of receiving the draft review and comments. The PDF copy, intended for submission to the DAHP, will be enclosed in a labeled envelope.
- 6 City of Cashmere agrees to provide any of the following items that are available which have not already been furnished:
 - 6.1 All available correspondence related to cultural resources from or to the funding or permitting agency, DAHP, or any other interested parties.
 - 6.2 The most current set of project plans, preferably in an electronic format.
 - 6.3 Geographic Information System (GIS) data for the project.

Staff Summary

Date: January 25, 2016

To: Cashmere City Council

Mayor Gomes

From: Mark Botello

RE: WA State Department of Corrections Agreement

Please see attached Agreement between the City of Cashmere and Washington State Department of Corrections for community service work. Staff would like to have this community service Agreement approved and have a four person crew available for one full day a week (Tuesdays) during Spring, Summer and Fall for parks maintenance and other misc small project as assigned.

The cost per crew member is \$20 per day and this fee includes Department of Corrections Supervisor. The total cost for a four person crew and supervisor per day is less than \$100.

Recommendation:

Staff recommends move to authorize the Mayor to execute a Master Agreement with the Washington State Department of Corrections for the use of incarcerated offenders for work at the City in substantially the form of the sample Master Agreement in the Council Packet and to authorize the Mayor to execute all associated Work Project Descriptions and any other related documents as the Mayor deems appropriate.

Class V Restitution, Work Release, and Community Supervision or Custody Master Agreement

Between

THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS And

This Master Contract Agreement is entered into by and between the State of Washington, Department of Corrections, hereinafter referred to as DOC, and, _____ located at hereinafter referred to as the 'RECIPIENT OF THE SERVICES' or 'RECIPIENT'. Legal authority for this Master Contract Agreement is pursuant to RCW 72.09.100 and Chapter 137-80 WAC.

Offenders who provide services under this Master Agreement reside in the community. For the provision of services under this Master Agreement, all offenders are under the jurisdiction of DOC.

1. PURPOSE

The purpose of this Agreement is to provide the master terms and conditions between the parties for offenders to provide work crew services to the RECIPIENT. To be eligible to receive offender services, the RECIPIENT must be an agency of Washington State government, a local government or federally recognized Indian tribe within Washington State or a public benefit nonprofit as defined by the IRS; a 501(c)(3) Charitable Organization or a 501(c)(4) Social Welfare Organization. No public employees will be displaced as a result of this Agreement.

On January 1, 2016, the terms and conditions contained in this Master Agreement will replace and terminate any previous Work Crew Agreement and Work Project Descriptions between the Parties. For this Master Agreement to be valid it must be signed by the DOC Contracts Administrator or designee on behalf of DOC.

2. WORK PROJECT DESCRIPTIONS

Offender work crew projects are limited to those that can be properly supervised as determined by the DOC Field Administrator, Work Release and Residential Program Administrator, or designee and the RECIPIENT's Contract Manager. Each project is subject to careful review for security requirements. Each distinct project requires a separate Work Project Description that is signed by both parties to this Agreement. [See Attachment A] The Work Project Description will detail the work to be done by offenders, the cost to the RECIPIENT and other specifics of the particular project.

A Field Administrator or Work Release and Residential Program Administrator is authorized to sign Work Project Descriptions on behalf of DOC. A Work Project Description may be valid for up to one year but must end prior to, or on the same date as, this Master Contract Agreement. All services provided under each signed Work Project Description shall be performed pursuant to the terms of this Master Agreement.

3. TERM

The term of this Master Contract Agreement shall begin January 1, 2016 and continue through December 31, 2019, unless terminated sooner as provided for herein.

4. BILLING and PAYMENT

In consideration of the services provided hereunder, payment to DOC will be as follows:

- A. DOC will invoice the RECIPIENT for payment by the 20th of the month following each month in which offender services were provided. Invoices for payment will include all direct and indirect charges payable to DOC by the RECIPIENT that were negotiated between the Parties, except that payment for offender L&I insurance coverage will be paid directly to L&I by the RECIPIENT and will not appear on DOC invoices.
- B. Payment by the RECIPIENT, will be due to the DOC address indicated below within 30 calendar days of the date of the invoice. This DOC Master Agreement number and the location of the project for which payment is made must be included with each payment.
- C. DOC requires the RECIPIENT of offender services to provide workers' compensation insurance for the offenders who provide services to the RECIPIENT under the terms of this Agreement. Therefore, RECIPIENT will:
 - 1) Prior to contract execution, complete and submit to L&I, the *Application for Elective Coverage of Excluded Employments*, (L&I Form F213-112-000) to authorize the addition of offender L&I Risk Classification 7203 to the RECIPIENT's L&I Account;
 - 2) Provide DOC with a copy of the Rate Notice received from L&I that confirms the addition of Risk Classification 7203 to the RECIPIENT's L&I Account. DOC advises the RECIPIENT to include the L&I Rate Notice when returning this partially executed Agreement to DOC for final signature.
 - 3) Each quarter, for offender services provided to the RECIPIENT during the previous quarter, 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. Addresses to use for Billing and Payment.
 - 1) Billing Invoices for payment will be mailed to the address provided by the RECIPIENT:

RECIPIENT Attn: Mailing Address City, State, Zip Code

2) Payment

- a. <u>State Agencies Only</u> will pay using the following statewide vendor number: SWV0003872-01 [IAP Payment - DOC General Account]
- b. <u>All Other RECIPIENTs</u> will send payment to the address provided by the DOC Community Corrections location from which services were provided.

5. TERMINATION

When in its own best interest, either party may terminate this Agreement, in whole or in part, upon 30 days' written notice to the other party, beginning on the second day after mailing such notice. If this Agreement is so terminated each of the parties shall be liable only in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

6. HAZARD ASSESSMENT AND MITIGATION

- A. In accordance with the DOC Office of Risk Management, work generally considered to be dangerous or hazardous may not be performed by offenders.
- B. Before DOC offenders may provide services at any new and distinct project location, the RECIPIENT will assess the location for hazardous conditions and/or materials. (See Attachment B)
- C. The RECIPIENT's assessment must be performed in accordance with WAC 296-800-160 and provided to DOC using DOC Form 03-247 or other similar hazard assessment and PPE selection worksheet. The RECIPIENT will inform DOC promptly, in writing, if hazardous conditions or materials are found at the new project site.
- D. Once notified, DOC at its own discretion, may a) identify, with the RECIPIENT, the protective equipment or clothing that is needed for offenders and correctional officers to mitigate the effects of the on-site hazard(s); or b) request that the RECIPIENT remove or otherwise mitigate the hazard before offenders perform the contracted work crew services at that site; or c) withdraw from the project.
- E. If hazardous conditions or materials are discovered while offenders are working at RECIPIENT's site, then offender work will be suspended immediately and RECIPIENT will make appropriate regulatory notifications and request further assessment.

7. TOOLS, EQUIPMENT AND SUPPLIES

A. In General

- 1) DOC will provide offenders with basic work attire, such as boots, gloves, goggles and rain gear, that may be needed for any project;
- 2) If the Parties to this Agreement do not negotiate otherwise, the RECIPIENT will provide any additional tools, equipment and supplies that offenders need to accomplish the RECIPIENT's specific work project. This will include any Personal Protective Equipment (PPE) e.g. bump hats, specialized goggles or gloves, hearing and eye protective devices, etc. and any specialized safety equipment (SSE) necessary to protect offenders and correctional officers from hazards at the project site:
- 3) The specific tools, equipment and supplies necessary for each project, and the party to the Agreement responsible for providing each item, will be designated in the Work Project Description for that project.

8. TRAINING

- A. The RECIPIENT will train offenders regarding the work to perform as well as any safety requirements specific to the project site and the use of any specialized equipment.
- B. The RECIPIENT will ensure that all safety training is in compliance with all applicable laws and regulations including, but not limited to, Division of Occupational Safety and Health (DOSH) regulations and the Washington Industrial Safety and Health Act (WISHA).

9. PRISON RAPE ELIMINATION ACT (PREA) and SEXUAL MISCONDUCT

PREA requirements shall apply to any person having contact with offenders under DOC jurisdiction. This includes, but is not limited to, governmental entities, contractors and their employees; Recipients of offender work crew services, vendors and their employees, student interns and volunteers, hereinafter referred to collectively as 'contractor'. Contractors may obtain electronic access to the documents cited below in Section 1, Authorities, from the DOC website.

A. Authorities

In the performance of services under this Contract, Contractors shall comply with all federal and state laws and DOC policies regarding sexual misconduct including, but not limited to:

Federal Law:

Prison Rape Elimination Act of 2003 (PREA);

State Law, Washington:

- RCW 72.09.225, Sexual misconduct by state employees, contractors;
- RCW 9A.44.010, Definitions;
- RCW 9A.44.160 Custodial sexual misconduct in the first degree;
- RCW 9A.44.170, Custodial sexual misconduct in the second degree;

DOC Policy:

- DOC 490.800, Prison Rape Elimination Act (PREA) Prevention and Reporting;
- DOC 490.820, Prison Rape Elimination Act (PREA) Risk Assessments and Assignments;
- DOC 490.850, Prison Rape Elimination Act (PREA) Response;
- DOC 490.860, Prison Rape Elimination Act (PREA) Investigation; and
- DOC 610.025, Medical Management of Offenders in Cases of Alleged Sexual Abuse or Assault.

B. Contractor Requirements include, but are not limited to:

- 1. Zero tolerance toward all forms of sexual abuse and sexual harassment;
- 2. Familiarization and compliance with PREA law, relevant Washington State laws and DOC policies regarding PREA and sexual misconduct;
- 3. Ensuring that anyone who may have contact with DOC offenders complete DOC PREA/Sexual Misconduct training and comply with all PREA standards.
- 4. All personnel under this contract, with access to DOC offenders, must certify that they have not:

- Engaged in sexual misconduct in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution as defined in 42 U.S.C. 1997;
- Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
- Been civilly or administratively adjudicated to have engaged in the activity described above.
- 5. Providing sexual misconduct disclosure forms to DOC (DOC Form #03-502), completed by each person providing services, retaining a copy of the same in each individual personnel record.
- 6. Submitting to a criminal background check, performed by DOC, at least once every five years.
- 7. Compliance with the affirmative duty to report personnel with any conviction or adjudication of a violation of any of the offenses listed in #4, above.
- C. <u>Investigations</u>. DOC will investigate any allegation of the contractor's failure to comply with DOC PREA policies or the PREA standards.
- D. <u>Consequences</u> of a Contractor's failure to conform with DOC PREA policies include, but are not limited to:
 - 1. Contractor removal from proximity to offenders;
 - 2. Contractor removal from contract work at DOC;
 - 3. Contract termination.

10. CONTRACT MANAGEMENT

The contract manager(s) for each of the parties shall be responsible for and shall be the contact person(s) for all communications regarding the performance of this Agreement. Either party may, with written notice to the other, designate different contact persons.

RECIPIENT: Insert name, title, phone # and email address

DOC: Insert name, title, phone # and email address

11. SUPERVISION

- A. <u>The Work:</u> RECIPIENT will supervise the work performed by offenders and maintain daily oversight of the project until completed. RECIPIENT will provide adequate worksite instruction and direction to all offenders, to ensure safe work performance and proper project outcome.
- B. <u>Security:</u> A first aid qualified Correctional Officer will supervise offenders at all times. Such DOC supervision shall only be for the security and custody of the offenders and the safety of the public at large.
- C. Correctional Officers may not supervise the work performed by offenders or be responsible for project outcomes.

D. <u>On-Site Illness/Accidents:</u> In the event of offender illness or injury, DOC will provide the appropriate first aid. If necessary, emergency medical assistance will be called, or the offender will be transported to the nearest medical facility for treatment.

1) Expenses:

- a) <u>Illness.</u> DOC will pay all expenses related to treatment of offender illness.
- b) <u>Injury.</u> The cost of treatment provided to offenders beyond first aid for any and all work related injuries will be paid in accordance with Title 51 RCW.
- c) The RECIPIENT's L&I Account Number,____, will be the account number used by offenders, DOC and medical providers when reporting offender work related injury.

12. PUBLIC INFORMATION

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.

13. WORK PRODUCT and PERFORMANCE

- A. Washington State and DOC, including its agents and/or employees:
 - 1) Are not responsible for, and do not guarantee, the quality of the work performed or products produced by offenders on work crews;
 - Shall not be required to pay other workers to re-do or repair the work performed by the offenders; and
 - 3) Are not responsible for damages to third parties resulting from the work performed or products produced by offenders on work crews.

14. INDEMNIFICATION

- A. RECIPIENT, its agents, and/or employees:
 - Are responsible for any damages resulting from the negligence of the RECIPIENT, its agents, and/or employees; and
 - 2) Do indemnify, defend, and hold harmless DOC for claims arising from the negligent acts or omissions of the RECIPIENT, its agents, and/or employees.
- B. DOC, its agents, and/or employees:
 - 1) Are responsible for damages that arise out of DOC, its agents, and/or employees' 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. TRANSPORTATION

DOC has sole responsibility to transport offenders to and from the work project site.

16. DISPUTES

Should the parties hereto be 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.

17. INSURANCE

RECIPIENT will provide DOC with proof of current general liability insurance coverage when signing and returning this Agreement for final signature by DOC. RECIPIENT must maintain its policy of general liability insurance throughout the term of this Agreement and provide renewed proof of such coverage to DOC annually with each new Work Project Description.

RECIPIENT'S liability insurance coverage must have a limit of not less than \$1,000,000 per each occurrence with an aggregate limit of at least \$2,000,000.

18. PUBLIC BENEFIT NON-PROFIT

In order to utilize offender work crew services, RECIPIENTS that are non-profits, must be public benefit non-profits, as defined by the federal Internal Revenue Service (IRS). Those that are public benefit non-profits must provide proof to DOC of official IRS designation as a (501(c)(3) Charitable Organization or a (501(c)(4) Social Welfare Organization.

The RECIPIENT must provide DOC with proof of its IRS public benefit non-profit designation, with this partially signed Agreement when returning this partially signed Agreement to DOC Contracts and Legal Affairs for the final signature by DOC.

19. CHANGES AND MODIFICATIONS

Changes or modifications to this Agreement shall not be binding unless agreed to in writing by the parties hereto prior to such change or modification. Only the DOC Secretary or designee has the authority to alter, amend, modify, or waive any clause or condition of this Agreement for DOC.

20. WAIVER

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement.

21. SEVERABILITY

If any term or condition of this Agreement is held invalid by any court, such invalidity shall not affect the validity of the other terms and conditions of this Agreement.

22. INTEGRATION

This Agreement contains all the terms and conditions agreed upon by the parties. No understandings or otherwise regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. As used herein, reference to the Agreement shall

include this Master Agreement, fully executed amendments to this Agreement, and any Work Project Descriptions executed and attached hereto.

THIS Agreement, consisting of eight (8) pages and one (1) attachment, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

RECIPIENT	DEPARTMENT OF CORRECTIONS		
(Signature)	 (Signature)	-	
	Gary Banning		
(Printed Name)	 (Printed Name)		
	Contracts Administrator		
(Title)	(Title)		
(Date)	(Date)	_	
Approval on file.			

This contract format was approved by the Office of the Attorney General. <u>Approved as to Form:</u> By Tim Lang, Sr. Assistant Attorney General December 8, 2015

WASHINGTON STATE DEPARTMENT OF CORRECTIONS

Community Corrections Division CLASS V Work Project Description

Contract Number: K			
Recipient:		R	ecipient L&I Account Number:
Recipient is: Government Entity	State	e Agency	Public Benefit Nonprofit
Recipient Contact:	Phone:	Eı	mail:
Department Contact: Phone: _		Email:	
DOC offenders will: (describe the work)			
Number of offenders on crew: (insert num	<u>ıber)</u>		01
Project Location:			
Project Period (One year maximum):	through	_	
Projected Total Number of Crew Hours:	21 111		
Approximate Work Hours: Arrive at	a.m.	D	epart at p.m.
 Special Payment Terms. Recipient will part of the second of	acludes mileage	e, vehicle v	vear and tear, fuel, Tacoma Narrow
PPE, Tools and Equipment Provided by:			
Recipient:			
DOC:			
Hazard Assessment and PPE Selection W	orksheet attac	hed?	Y N
Additional Terms:			
RECIPIENT		DEPART	MENT OF CORRECTIONS
SAMPLE – DO NOT SIGN Signature	-	Signature o	E – DO NOT SIGN of Field Administrator or Work d Residential Program Coordinator
Printed Name & Title	- -	Section/Fac	zility
Date	-	Date	
Washington State Department of Corrections	Attachm	ent A	Page 1 of 1

WASHINGTON STATE DEPARTMENT OF CORRECTIONS

Community Corrections Division CLASS V Work Project Description

Contract Number: K	
Recipient:	Recipient L&I Account Number:
Recipient is: Government Entity	State Agency Public Benefit Nonprofit
Recipient Contact: Pl	none: Email:
Department Contact: Phone:	Email:
DOC offenders will: (describe the work)	
Number of offenders on crew: (insert numb	<u>er)</u>
Project Location:	
Project Period (One year maximum): t	hrough
Projected Total Number of Crew Hours: _	
Approximate Work Hours: Arrive at	a.m. Depart at p.m.
 Special Payment Terms. Recipient will pay Transportation Costs: a. \$ to transport offenders; inc Bridge toll, etc. Other direct and indirect costs \$; 	ludes mileage, vehicle wear and tear, fuel, Tacoma Narrows
PPE, Tools and Equipment Provided by: Recipient: DOC:	
Hazard Assessment and PPE Selection Wo	rksheet attached? 🔲 Y 🔲 N
Additional Terms:	
RECIPIENT	DEPARTMENT OF CORRECTIONS
SAMPLE – DO NOT SIGN Signature	SAMPLE – DO NOT SIGN Signature of Field Administrator or Work Release and Residential Program Coordinator
Printed Name & Title	Section/Facility
Date -	Date
Washington State Department of Corrections	Attachment A Page 1 of 1

PROHIBITED WORK - MAY NOT BE PERFORMED BY OFFENDERS

A written Hazardous Materials and Conditions Assessment is required for all work performed off of prison grounds by DOC offender(s). Offenders will not perform work until:

- 1. All potential hazards have been identified and reported, in writing, to DOC; and
- 2. An elimination/mitigation plan, to include the use of personal protective equipment (PPE), has been implemented.

The DOC Officer with custody of the offender crew is authorized to stop work at any time if a risk or safety concern becomes known, including an offender worker not wearing the required PPE.

The DOC Officer's job is to maintain custody of the offender workers and ensure the security and safety of the public. He or she may not perform work crew duties and will not be responsible for supervision of the work performed.

DOC offenders are prohibited from performing the following types of work:

- 1. Work involving building demolition and any sort of wrecking or dismantling operations.
- 2. Work involving exposure to asbestos or suspected asbestos containing material.
- 3. Work on boats and ships; docks, piers, or pilings; or any object that extends over water.
- 4. Work at any location where there are known or suspected hazardous materials or environmental hazards.
- 5. Work involving the use of pesticides or herbicides.
- 6. Work that requires the offender to be more than 4 feet above the ground.
- 7. Work which takes place 4 feet or more below ground level. For example: excavating, trenching, or work in tunnel and sewers.
- 8. Work with electrical wires, performing electrical work, working with energized lines, or within 10 feet of an exposed and energized line.
- 9. Logging or other timbering activities, with the exception of 1) Department of Natural Resources (DNR) work crews; and 2) Supervised fire wood cutting.
- 10. Driving or operating specialty equipment that requires one or more certifications such as a forklift.
- 11. Work in confined spaces:
 - a. Not made for human occupancy;
 - b. With limited ingress and egress; and/or
 - c. With the potential for oxygen deficiency.
- 12. Work requiring the use of <u>National Institute for Occupational Safety and Health</u> (NIOSH) rated respiratory protection. (Work only requiring use of paper or cotton dust or nuisance masks, which are not NIOSH rated, is permitted.)
- 13. Work where there is exposure to X-RAY or radioactive isotopes.
- 14. Working with or handling fireworks or explosives of any kind.
- 15. Work involving automobile wrecking or junkyards.
- 16. Work involving bio-hazards or hazardous waste. This prohibition does not include removal of feces or urine, provided that proper protective clothing and/or devices are provided to the worker.
- 17. Work involving the use and/or exposure to hazardous chemicals.

Any questions and/or suggestions regarding the content above, please contact the DOC HQ Safety/Risk Management Unit, 360-725-8582. Thank you.



HAZARD ASSESSMENT CERTIFICATION AND PPE SELECTION WORKSHEET

Facility and Workplace Evaluate	ed			*
	HAZARDS TYPE (Impact, penetration, chemical, heat, harmful dust,		SIS OF RISK Medium/High)	PERSONAL PROTECTIVE
LOCATIONS/SOURCE/TASK	compression, light radiation [e.g., welding, laser], electric shock, high intensity noise, multiple exposures, etc.)	Level of Risk	Seriousness of Potential Injury	EQUIPMENT
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I certify that I performed a hazar findings and certification of this I hazard assessment requirement.	nazard assessment. I unders	amed work	place. This docu is document faci	iment constitutes my ilitates compliance with the
Certifying Signature of Evaluator		Date		
Evaluator's Name (Please Print)				
Reviewing Safety Officer's Signature		Date		
Sofaty Officer (Please Print)				

The contents of this document may be eligible for public disclosure. Social Security Numbers are considered confidential information and will be redacted in the event of such a request. This form is governed by Executive Order 00-03, RCW 42.56, and RCW 40.14.

Distribution: ORIGINAL-Work Unit Supervisor COPY-Safety Officer

L&I Workers Compensation Coverage for Offenders

1. CLASS IV - Offender Workers - Risk Classification 4908 - L&I coverage is mandatory.

- a. The state agency, government entity, or public benefit nonprofit corporation (Recipient) that will receive offender services must contact its Labor & Industries (L&I) account manager to request that offender risk classification 4908 be added to its L&I account. Once added, L&I will send a written Rate Notice to the account holder/Recipient to confirm the addition of that risk classification.
- b. The 2015 base rate for risk classification 4908 is \$0.3359 per offender/per hour worked. (Base rate is before L&I applies the Recipient's own experience modification factor.)
- 2. CLASS V Community Restitution, Work Release, Community Supervision or Community Custody Risk Classification 7203 L&I coverage for Class V offenders is optional by law, but required by the Department of Corrections for state agencies, government entities, or public benefit nonprofit corporations (Recipients) that wish to utilize Class V offender services.
 - a. The state agency, government entity, or public benefit nonprofit corporation (Recipient) receiving Class V offender services must complete, sign and submit an *Application for Elective Coverage of Excluded Employments* Form to L&I (L&I Form F213-112-000).
 - b. The Recipient must check Box #10 Community Services 7203 on the Form.
 - c. Coverage will be effective the day after the completed form is received by L&I, unless a later date is indicated on the Form. L&I will send a written Rate Notice to the account holder/Recipient to confirm the addition of risk classification 7203 to the account holder/Recipient's L&I account.
 - d. The 2015 base rate for risk classification 7203 is \$0.4081 per offender/per hour worked. (Base rate is before L&I applies the Recipient's own experience modification factor.)
 - e. To cancel elective coverage, the Recipient must complete, sign and submit a Cancellation of Elective Coverage for Excluded Employments Form to L&I (L&I Form F213-005-000). Cancellation will be effective 30 days after the completed Form is received by L&I.

To obtain either L&I Form, go to www.lni.wa.gov and search for the form by name or contact your L&I account manager or call L&I at 360-902-4719.

3. REPORTING and PAYMENTS to L&I

- a. Once the an offender risk classification is added to the Recipient's L&I account then each quarter the Recipient must report to L&I the total number of hours that offenders worked for the Recipient during the previous quarter.
- b. Recipients must maintain records of offender hours worked (see L&I WAC 296-17-35201).
- c. Recipients must pay offender insurance premiums to L&I quarterly for the total number of hours worked by offenders during the previous quarter.
- d. Offender work hours and L&I premiums are reported and paid on the same schedule.

4. RECIPIENT'S RATE NOTICE REQUIRED BY DOC

Each Recipient of Class IV or Class V offender services must provide DOC with a copy of the Rate Notice that it receives from L&I as proof to DOC that Risk Classification 4908 or 7203 was added to the Recipient's L&I Account. Such proof must be provided before DOC will sign the Recipient's Master Work Crew Agreement. The Recipient's L&I Rate Notice should be US mailed or emailed to DOC Contracts and Legal Affairs, at the address provided by DOC, prior to or when the Recipient returns its signed contract or amendment for signature to DOC Contracts and Legal Affairs.



Report of Accident (Workplace Injury, Accident or Occupational Disease)

B	Language preference (check one)			100							
William	☐ English ☐ Español/Spanish ☐ русский/Russian	Cì Tiến	a Việt/V	lietnamese	厂、数器由女	/Chinaga Traditional	1 16	Claim	ΔΥ	52	527
	□ 简体中文/Chinese Simplified □ 한국어/Korean □	igi/Car	nbodian	☐ Soomaa	日 来担下人 di/Somali 「	i Other:	HER.	No.	11	A L	77 1
No.	1. Name (First-Middle-Last)		2. 🗀 Ma			f injury or last	157	7	4-1	Acc	To 1
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THE REAL PROPERTY.	3. Social Security Number 4. Home phone	- 1	5. Birth d		17 Have vo	ou ever been treated	d for the same as a	AM PM			
す	6. Home address	-	month /	day / year	18 Is this c	ondition due to a s	anoific incident?			ES 🗆 N	40 P
1	nd		7. Height	[(Fl-In.)		arts injured or expo		☐ YES ☐ NO			- 3
1	City State ZIP Code	1	8. Weight	1	19b. Descrit	e in detail how you	it jujita ot eauderii	re occurred			0,000
T.	O Mailing address			***	(Include t	ools, machinery, chemica	ls or fumes that may hav	e been involved)			
	9. Mailing address (if different from home address)		0. Family		-						
	City State ZIP Code	— -] Married Senarate	☐ Widowed d ☐ Single							
			Divarced								
	Family and dependent eligibility: You may be required to proof of marriage, domestic partnership registration, or dependent eligibility.	show -	Registero Partner	od Domestic	20. Were you	u doing 🔲 YES	21. Where did the	injury or exposu	re occur	?	N. S.
語を	11 Dependent children laduda ushami 12 Nome - 4 Communication					ular job? 🗋 NO	Employer Pre	mises 🔲 Jobsite	Othe	Br:	
Ε	a estimate birth date. Benefits will be based in part on number of legally dependent children. If Domestic Partne	r: r:	stered		22. Where di	id the injury/exposu	ure occur? Name o	f business:			1
	you don't have legal custody, complete Box 13. I			280	Addeson	20					
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14		ES 🖵 NO		/ /	or co-wo	rker?	ES NO P	DSSIBLY	an my c	mpioyer	
		ES 🖸 NO		/ /	24. List any v	vitnesses:			-		
LA		ES NO		/ /	25 Mhan will	you return to worl	10 100	Marie Cit			
-	13. Name & address of children's legal guardian	ES 🗀 NO	/		ZJ. WIIGH WII	/ /	(1)	. When did you la	st work:	? /	
	Name Address			- 1	27. Did you re	eport the incident to	your employer? [Type Clan 28	Date vo	ou report	ted it:
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E C				- 1	29. Did you ha	ve employer-paid h	ealth care benefits	on the day injured	1? 🗀 Y	/ES 🔾	I NO
3	30. Business name of your employer 3	31. Type	of busine	ess	32. How long	have you worked t	here?	72 Em	ployer's	ahana	
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d Name	34. Your employer's address 3	5. List y	our job ti	tle and desc	ribe your job o	duties		dyd .			
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Aug A	42. Signature Note: READ LEGAL NOTICES ON THE WORKE		N 05 T		O Commission	last 12 months		Corp. Officer		s not apply	
9	declare these statements are true to the best of my knowledge and bolt	of la sign	ina thin fo		43. Signature	e Department of Labor	Industring or allege				
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						Name		City	Į,	☐ YES	Vear NO
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ANALYSIS OF STATUS QUO vs CHANGE TO A THIRD PARTY PROVIDER SOLID WASTE AND RECYCLING DELIVERY SYSTEM

STATUS QUO (CITY - CONTINUES AS SERVICE PROVIDER)	CHANGE TO A THIRD PARTY PROVIDER FOR GARBAGE AND RECYCLING
Residential customers experience better rates which are arguably subsidized by commercial customer rates. Current rate structure may require general fund subsidy in the future.	Rates are set by professional third party provider through contract negotiations with the City. Competitive and equitable rates for both residential and commercial customers.
 Perceived better service/responsiveness of City as provider. 	 Professional provider responds to service complaints (City Administration and staff not involved).
Billings to customers are combined with other City utilities.	Direct billing and handling of billing complaints by third party service provider.
Direct accountability of employees of service provider, City, to elected Mayor.	Professional services provider complaint resolution process (non-political).
Recycling center drop point.	Single stream curbside recycling (no sorting of recyclables).
City employees and City equipment used to serve customers.	Employees and equipment are owned, serviced and maintained by third party provider.
Continued rate structure analysis and adjustments to meet future capital needs (purchases of new garbage and recycling trucks and containers).	Contract rates cover all capital expenses. Third party provider in better position to quickly comply and upgrade equipment and services as industry changes.

 Commercial - limited container sizes due to single vehicle type for both commercial and residential pick up. 	Commercial - multiple container sizes available because multiple vehicle types used by third party provider.
Continue to employ two full time equivalent employees.	Shift one full time equivalent employee to mechanic/public works and lay off one employee.
City maintains insurance and processes claims.	Insurance and claims are handled by third party provider.
• Continue to occupy space in City facilities for truck storage.	Creates additional space for City alternate uses.
If City trucks break down, services are delayed.	Multiple trucks. Less service delay if a break down occurs.
 Assigned drivers with occasional backup service provided by employees with less familiarity with operation of vehicles. 	100% of employed third party staff are dedicated to service of driving garbage and recycling vehicles.
Garbage collection services must be provided daily to meet the collection needs of the City using only the one City truck.	 Reduced number of days of garbage collection within the City as third party providers maintain and operate multiple trucks.

OPTIONS FOR CITY COUNCIL CONSIDERATION

- 1. Continue City service with arguably commercial customer subsidized residential garbage and recycling rates. Short term solution which includes no rate adjustments. Long term will require general fund subsidy.
- 2. Continue City service and adjust rates to reduce commercial rates to make them more market place competitive with third party providers and increase smallest container residential customer rates. Residential customer rates are then comparable and competitive with third party provider rates. This option results in a \$7,679 net revenue reduction for the solid waste budget.
- 3. Continue City service with the same reductions in commercial rates as with Option 2 above, but increase residential customer rates to eliminate the \$7,679 deficit in Option 2 above. This results in no budget deficit, but is not a long term solution when taking into account future capital needs of the City solid waste department. NOTE: The slightly higher commercial rates than those offered by the third party providers continue and all but the 35 gallon residential rates are about \$1.00 or more per month greater than those offered by the third party providers.
- 4. Decide that the City should discontinue providing solid waste collection and recycling services and continue the Request for Proposals process. NEXT STEP: Evaluate the proposals of the two qualified third party providers further. FINAL STEP: Negotiate the terms of an agreement and residential and commercial rates with the selected third party provider.

Garbage Rate Changes

OPTION 2

Eliminate 20 gallon tip carts (53 residential customers affected out of 881)

Increase 35 gallon tip cart rate from \$16.15 to \$20.00 (383 customers of 881)

64 and 95 gallon tip cart rates remain unchanged

Lower dumpster rates for multiple dumpsters as shown below

No. of 1.5 yd	Equivalent	New	Current	Customer
Dumpsters	Yards	Rate	Rate	Savings
1	1.5	\$113.60	\$113.60	\$0.00
2	3	\$204.48	\$227.20	-\$22.72
3	4.5	\$281.73	\$340.80	-\$59.07
4	6	\$351.25	\$454.40	-\$103.15
5	7.5	\$420.77	\$568.00	-\$147.23
6	9	\$490.29	\$681.60	-\$191.31

		WASTE	SUNRISE
	CASHMERE	MANAGEMENT	DISPOSAL
Commercial Cubic Yard Container (L	oose)		
1 Cubic Yard container	 N/A	\$81.42	\$80.66
1 1/2 Cubic Yard container	\$113.60	Anna Barrana	\$101.27
2 Cubic Yard container	N/A	\$173.49	\$132.23
3 Cubic Yard container	\$204.48		M1 50,000,000,000
4 Cubic Yard container	N/A	\$220.54	\$229.68
4.5 Cubic Yard container	\$281.73		
6 Cubic Yard container	\$351.25	\$310.81	\$300.72
7.5 Cubic Yard container	\$420.77		
8 Cubic Yard container	N/A	\$401.99	\$372.90
9 Cubic Yard containter	490.29		
Residential Container (Customers)			
35 Gallon Cart (383 customers)	\$20.00	\$23.71	\$21.01
64 Gallon Cart (406 customers)	\$29.54	\$29.35	\$28.85
96 Gallon Cart (92 customers)	\$38.85	\$35.00	\$34.36
OPTION 3			
OF HON'S	Datas Dive		
Posidontial Containor (Customore)	Rates Plus		
Residential Container (Customers)	\$0.73	000.74	CO4 O4
35 Gallon Cart (383 customers)	\$20.73	[\$21.01
64 Gallon Cart (406 customers)	\$30 27		\$28.85
96 Gallon Cart (92 customers)	\$39.58	\$35.00	\$34.36

SANITATION REVENUES AND EXPENSES

	REVENUES	EXPENDITURES	NET REVENUES
2010	518,604.75	532,440.17	-13,835.42
2011	536,693.03	478,820.28	57,872.75
2012	533,707.81	453,996.50	79,711.31
2013	563,999.96	505,591.69	58,408.27
2014	559,876.93	512,604.52	47,272.41
2015	535,446.07	518,249.75	17,196.32

Above expenditures include \$35,150 annual Capital Debt for a new Garbage Truck

Balance of funds set aside for new garbage truck

\$210,900.00 at the end of 2015 \$246,050.00 at the end of 2016 \$281,200.00 at the end of 2017

\$375,000.00 is the estimated cost of a new garbage truck in 2017

Sanitation Ending Fund Balance

2010	270,785.66
2011	328,658.41
2012	408,369.72
2013	466,777.99
2014	514,050.40
2015	550,287.56