



City of Cashmere

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CASHMERE CITY COUNCIL MEETING
MONDAY, APRIL 12, 2021 6:00 P.M., CITY HALL

DUE TO THE COVID-19 PANDEMIC AND THE GOVERNOR'S PHASE III RESTRICTONS OF 50% CAPACITY; THE PUBLIC CAN ATTEND, CALL-IN OR LOG-IN TO ZOOM TO PARTICIPATE IN THE CITY COUNCIL MEETING. PLEASE CALL-IN OR LOGIN 5 MINUTES PRIOR TO MEETING.

**To Join the Meeting Go To <https://zoom.us>
Meeting ID: 882 719 9871 Passcode: 788276
Audio Only: PH# 1-(253)-215-8782**

AGENDA

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of March 22, 2021 Regular Council Meeting
2. Payroll and Claims Packet Dated April 12, 2021

BUSINESS ITEMS

1. First Amendment to Chelan-Douglas Transportation Council Interlocal Governance Agreement
2. Department of Corrections – Work Release and Community Supervision Master Agreement
3. RH2 Engineering Task Authorization No. 1 – Pioneer Avenue ADA Ramp Design
4. Reject all bids for Pool Gutter Repair project
5. Selection of contractor for the Public Works Overhead Garage Door Replacement project

PROGRESS REPORTS

ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS
Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY MARCH 22, 2021 AT CASHMERE CITY HALL – DIGITAL CONFERENCE

OPENING

Mayor Jim Fletcher opened the regular City Council meeting via digital conference at 6:00 p.m. at City Hall. City Clerk-Treasurer Kay Jones took minutes.

Due to the Governor’s Phase III restrictions, council meetings can be held in person at 50% capacity, wearing masks and meeting the distancing requirements. Attendees will have the option to meet in person, by phone or digital conference.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	Daniel Scott Chris Carlson - digital Dave Erickson Jayne Stephenson Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations	Chuck Zimmerman, City Attorney
Public:	Bill Forhan, Cashmere Valley Record – digital Christina Wollman, Perteet - digital Kirk Esmond, Planning Commission - digital Clayton Anderson, RH2 Engineering - digital	

ANNOUNCEMENTS

No announcements.

APPROVAL OF AGENDA

MOVED by Councilor Scott and seconded by Councilor Stephenson to approve the agenda as submitted. Motion carried 5-0.

CONSENT AGENDA

Minutes of March 8, 2021 Regular Council Meeting
Payroll and Claims Packet Dated March 22, 2021
Claims Direct Pay and Check #41070 through #41091 totaling \$79,584.92

MOVED by Councilor Erickson and seconded by Councilor Pratt to approve the items on the Consent Agenda. Motion carried 5-0.

RH2 ENGINEERING SCOPE OF WORK FOR SCADA IMPROVEMENTS

The Scope of Work in Task Authorization No. 3 City SCADA Improvements with RH2 Engineering, includes design, services during bidding and construction, and programming. The project total is \$131,108. The proposed improvements will consist of nine water improvements and nine wastewater improvements. As part of the proposed improvements, a communication system will be designed for

citywide telemetry communication.

MOVED by Councilor Pratt and seconded by Councilor Scott to approve Task Authorization No. 3 City SCADA Improvements with RH2 Engineering in the amount of \$131,108. Motion carried 5-0.

ORDINANCE NO. 1298 REVISING AND ADDING PROVISIONS TO TITLE 17 REGULATING ACCESSORY DWELLING UNITS

City Planner Christina Wollman with Perteet explained that the Planning Commission has been discussing Accessory Dwelling Units for the past year. The Planning Commission held a public hearing in December, the 60-day State agency review has been completed, and an environmental review and threshold of determination has been completed. The proposed recommended changes are consistent with the Comprehensive Plan.

The Planning Commission is recommending the adoption of Ordinance 1298 revising and adding provisions to Title 17 regulating Accessory Dwelling Units (ADU's). The proposed ordinance amends Section 17.08.010 the definition of Accessory Dwelling Unit, Section 17.18.020 the District Use Chart and adds a new Section 17.58.160 Accessory Dwelling Units, setting minimum criteria.

The Mayor and City Council had concerns with the language in Sections 17.58.160 C and 17.58.160 H, there was also concern that penalties for noncompliance were not addressed.

MOVED by Councilor Carlson and seconded by Councilor Pratt to table the item for further discussion. Motion carried 5-0.

PROGRESS REPORTS

Mayor Fletcher reported that the City will be receiving an estimated \$690,000 in American Rescue Plan (ARP) funding. There is a list of approved categories the ARP funds can be used for and as the City receives more information on the requirements the Council will need to decide which category and how they want the ARP funds to be spent.

The Chelan County Commissioners approved a new grant program for public facilities serving economic development. The program is establishing a new fund titled Cascade Public Infrastructure Fund (CPIF). The CPIF Advisory Committee will review, score, and rank project applications. The Mayor appointed Councilor Carlson to sit on the CPIF Advisory Committee.

The Mayor and Mark Miller from the Town Toyota Center did a walk through at Riverside Center. It is a nice building, however, not having a kitchen that a caterer can actually cook in limits the functionality as an event center. The Center would have to hold fifty events a year to pay for the maintenance and operation costs. The City will likely have to support the Center with tax dollars or renovate to make the Center more functional for events. Another option is to use the building for something other than events.

Mayor Fletcher had a meeting with the County Commissioners at which they discussed the City's Law Enforcement Contract that expires at the end of this year, other legislative issues were discussed, and the Commissioners are talking about a four county Regional Jail Facility. Growth Management was discussed and the need for the City to extend the urban growth boundary for additional sewer connections.

The Mayor reported that he is meeting with Fire District #6 to discuss the EMS contract. The District has been paying \$5,000 annually and most of the calls are county calls. The annual amount needs to be increased.

Director Croci stated that the Pool Repair project and the Sullivan Street project have gone out to bid.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 7:34 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

Staff Summary

Date: April 6, 2021
To: City Council
From: Jim Fletcher, Mayor
RE: Chelan-Douglas Transportation Council Interlocal Agreement Amendment

As a member of the Chelan-Douglas Transportation Council (CDTC) we are asked to approve any amendment to the Governance Agreement. The CDTC provides coordination on regional planning for transportation projects.

Described in the attached First Amendment to Chelan-Douglas Transportation Council Governance Agreement, this proposed amendment will update the Governance Agreement to comply with State Law to include any federally recognized tribes that have reservation or trust lands within our planning area (Chelan and Douglas Counties).

Staff Recommendation:

Council member representatives have reviewed the proposed amendment and recommend each member agency approve the amendment.



MEMORANDUM

DATE: March 18, 2021
TO: Chelan-Douglas Transportation Council Member
FROM: Jeff Wilkens, Executive Director
RE: Amendment to Interlocal Governance Agreement to Include Colville Tribes

Purpose:

The Chelan-Douglas Transportation Council ("Council") is proposing to amend the Interlocal Governance Agreement to include the Confederated Tribes of the Colville Nation as a voting member of the Council. The proposed amendment to the Governing Agreement requires approval of all Member agencies.

Background:

In August 2019, the Washington state legislature adopted EHB 1584 (codified at RCW 47.80.050), which requires a Regional Transportation Planning Organizations (i.e., the Council) to offer federally recognized tribes that have reservation or trust lands within the Council planning area an opportunity for voting membership in the Council.

The Confederated Tribes of the Colville Nation ("Tribes") have reservations in Ferry and Okanogan Counties, and trust lands located within Chelan and Douglas Counties. As a result, the Tribes are eligible to be included as a member in the Council. Pursuant to RCW 47.80.050, the Council has offered the Tribes an opportunity to become a voting member of the Council. However, the Tribes' membership would not result in a change in the Council's territory or boundaries (i.e. would not extend to Ferry or Okanogan County).

By including the Tribes as a voting member, the Council remains eligible for certain State grant funding opportunities.

On March 11, 2021, the Council's governing board approved addition or inclusion of the Tribes through adoption of the proposed First Amendment to the Governance Agreement and referred the Amendment to adoption by each Member agency.

Recommended Action:

The Council is recommending approval of the Amendment. Therefore, the Council is proposing a motion to approve the First Amendment to Interlocal Governance Agreement and authorize execution of the same.

**FIRST AMENDMENT TO
CHELAN-DOUGLAS TRANSPORTATION COUNCIL
GOVERNANCE AGREEMENT**

THIS FIRST AMENDMENT TO CHELAN-DOUGLAS TRANSPORTATION COUNCIL GOVERNANCE AGREEMENT (the "Amendment") is entered into by and between Chelan County, Douglas County, City of Bridgeport, City of Cashmere, City of Chelan, City of East Wenatchee, City of Entiat, City of Leavenworth, City of Rock Island, City of Wenatchee, Town of Mansfield, Town of Waterville, Chelan-Douglas Regional Port Authority (f/k/a/ Port of Douglas County and Port of Chelan County), Chelan-Douglas Public Transit Benefit Area, d/b/a Link Transit (Link Transit), and the Washington State Department of Transportation (WSDOT) (collectively referred to herein as the "Original Members") and the Confederated Tribes of the Colville Reservation ("Tribes"). The Original Members and Tribes may be collectively referred to herein as the "Parties".

RECITALS

- A. The Original Members previously entered into that certain Interlocal Agreement Establishing the Chelan-Douglas Transportation Council, effective June 2014 (the "Agreement"), which formed and established the Chelan Douglas Transportation Council ("Council" or "CDTC") as a metropolitan and regional planning organization for Chelan and Douglas County. Pursuant to the Agreement, the Council was established to provide coordinated transportation planning and resource allocation throughout the two-county area consisting of the metropolitan planning area and regional transportation planning area (i.e. Council boundaries or MPA and RTPO)
- B. In August 2019, the Washington state legislature adopted EHB 1584 (codified at RCW 47.80.050), which requires a Regional Transportation Planning Organizations (i.e., the Council) to offer federally recognized tribes that have reservation or trust lands within the planning area of the RTPO an opportunity for voting membership in the RTPO
- C. Pursuant to RCW 47.80.050, the Tribes have been offered to become a voting member of the Council. The Tribes have likewise expressed an interest in becoming a voting member of the Council. As a voting member, the Tribes acknowledge they would have a voice in transportation issues in Chelan and Douglas counties, however, their membership would not result in a change in the Council's territory or boundaries (i.e. RTPO as defined in the Agreement), meaning that the Council would not be required to address transportation issues on the Tribes' reservations located in Okanogan and/or Ferry county.
- D. The Parties now desire to amend the Agreement to include the Tribes as a voting member of the Council and other terms related to such membership, including planning authority and payment of dues, as further set forth herein.

NOW, THEREFORE, in light of the foregoing Recitals, which are incorporated herein as part of the agreement of the Parties, the Parties agree as follows:

AGREEMENT

- 1. The Recitals set forth above are adopted herein as binding commitments of the Parties as if set forth in full.

2. Section 1 of the Agreement is hereby amended to read as follows:

1.01 A regional body comprising representatives of Chelan County, Douglas County, all cities and towns within those counties, the Washington State Department of Transportation (WSDOT), Link Transit, the Chelan Douglas Regional Port authority (f/k/a the port districts of Chelan and Douglas Counties), and the Tribes is hereby created and shall be known as the Chelan-Douglas Transportation Council.”

3. Unless otherwise specifically set forth in this Amendment, the defined term “Member,” as used in the Agreement, is hereby amended to include the Tribe; provided however, the Tribe shall not be included in the reference to “Members” set forth in the second “Recital” on Page 1 of the Agreement to the extent that the Tribe is a sovereign entity and not covered by RCW 39.34.

4. Section 6 of the Agreement is hereby amended to read as follows:

6.01 Membership on the Council is established by execution of this Interlocal Cooperation Agreement and shall be open to Chelan County, Douglas County, City of East Wenatchee, City of Wenatchee, Chelan-Douglas Regional Port Authority (f/k/a Port of Chelan County and Port of Douglas County), Link Transit, the Washington State Department of Transportation, the Tribes, City of Bridgeport, City of Cashmere, City of Chelan, City of Entiat, City of Leavenworth, City of Rock Island, Town of Mansfield, and Town of Waterville. For purposes of voting membership, the phrase “Small Cities and Towns” includes the City of Bridgeport, City of Cashmere, City of Chelan, City of Entiat, City of Leavenworth, City of Rock Island, Town of Mansfield, and Town of Waterville. Membership may also include agencies, sovereign entities, or political subdivisions as authorized or required by law and approved by the Governing Board. Each such membership shall either be a Voting Membership or an Ex-Officio Membership as set forth below.

(a) Voting representation on the Governing Board of the Council shall be open to Chelan County, Douglas County, City of Wenatchee, City of East Wenatchee, Chelan-Douglas Regional Port Authority (f/k/a Port of Chelan County and Port of Douglas County), Link Transit, the Tribes, the North Central Region division of the Washington State Department of Transportation (WSDOT), one (1) rotating representative of the Small Cities and Towns of Chelan County, one (1) rotating representative for the Small Cities and Towns of Douglas County, and any other agency, sovereign entity, or political subdivision as authorized or required by law and approved by the Governing Board. Voting membership for each entity requires maintaining good standing through payment of annual dues; however, voting membership of the Small Cities, Towns and/or Tribes (or other sovereign entities) may not require payment of dues. All Voting Members shall designate and notify CDTC of their representative to the Governing Board. Periodically the Small Cities and Towns within each county will self-determine their representative to serve as the voting

Member, and shall notify CDTC as such for proper record keeping, but if the Small Cities and Towns fail to self-determine their representative or fail to notify CDTC of the same, then such voting position shall remain vacant until such self-determination and notification have taken place. Such notification shall be in writing and shall set forth the signatures of at least a simple majority of the mayors of the Small Cities and Towns within that county. In the years where any representative of a Small City or Town does not serve as a voting Member they will be able to participate on the Council as an Ex-Officio member.

(b) Ex-Officio Membership is automatically granted to a representative of the Washington State Transportation Commission, as well as any members of the House of Representatives or the State Senate whose districts are wholly or partly within the boundaries of the RTPO. All Small Cities and Towns, when not designated by their peers to serve as voting members, shall participate on the Governing Board with Ex-Officio membership status. At the Governing Board's discretion Ex-Officio membership shall also be open to other governmental and non-governmental entities when elected to membership by a majority of the Governing Board, and shall be effective upon their delivery of their written assurance that they will comply with this Agreement and the CDTC bylaws. Ex-Officio members of the Council are non-voting.

5. Section 7.01 of the Agreement is hereby amended to read as follows:

7.01 The Council shall be governed by a Governing Board composed of ten (10) voting Members., Each voting Member shall be represented on the Governing Board by an elected or appointed official designated by the governing body of the member. Each voting Member shall have one vote on the Governing Board. Ex-Officio members may participate in Governing Board meetings, but do not vote.

6. Section 14.01 is hereby amended to read as follows:

14.01 Compliance with All Laws. Each Member shall comply with applicable federal, state, tribal, and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

7. Section 15.05 is hereby amended to read as follows:


Governing Law and Venue. This Agreement shall be governed exclusively by the laws of the State of Washington. The Chelan County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement. Nothing in this Agreement is intended to limit the inherent sovereign immunity of the Tribes.

8. Except as set forth in this Amendment, the Parties hereby reaffirm and ratify the terms and conditions of the Agreement. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall be controlling.

9. Pursuant to RCW 39.34.040, this Amendment shall be filed with the Chelan and Douglas County Auditors, or alternatively, listed by subject on the Council website or other electronically retrievable public source. To the extent any state officer or agency has control over the operations which may be the subject of this Amendment, then this Amendment shall be submitted to such state officer or agency for approval pursuant to RCW 39.34.050 prior to its entry into force.

10. This Amendment may be signed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document.

APPROVED BY THE BOARD OF
DIRECTORS OF THE CHELAN-DOUGLAS
TRANSPORTATION COUNCIL AT AN
OPEN PUBLIC MEETING THE 11th DAY
OF MARCH, 2021.

By: 
Jeff Wilkens
Executive Director

Attest:

Chad Daggett, Board Clerk

[The remainder of this page left blank; Member signatures on next pages]

THE FIRST AMENDMENT TO CHELAN-DOUGLAS TRANSPORTATION COUNCIL GOVERNANCE AGREEMENT IS HEREBY APPROVED BY THE CITY COUNCIL OF THE **CITY OF CASHMERE** AT AN OPEN PUBLIC MEETING ON THE _____ DAY OF _____, 2021.

APPROVED:

Jim Fletcher, Mayor

ATTEST:

Kay Jones, City Clerk

Staff Summary

Date: April 8, 2021

To: City Council

From: Jim Fletcher, Mayor

RE: Department of Corrections – Work Release and Community
Supervision Master Agreement

The purpose of this Master Agreement is to provide the terms and conditions for the State to provide inmate work crew services to the City of Cashmere. The attached Exhibit A lists the rates for work crew and Exhibit D is the Job Safety Analysis Worksheet.

Staff Recommendation: Move to approve the Master Agreement and the annual Exhibits A & D and authorize the Mayor to sign.

Class V Restitution, Work Release, and Community Supervision or Custody
Master Agreement
Between
THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS
And
THE CITY OF CASHMERE

This Master Contract Agreement is entered into by and between the Washington State Department of Corrections, hereinafter referred to as "DOC," and, the City of Cashmere, located at 101 Woodring Street Cashmere, Washington 98815, 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.

Individuals who provide services under this Master Agreement reside in the community and are also known as 'Workers'. For the provision of services under this Master Agreement, all Workers are under Department, Federal, City, and/or County jurisdiction.

1. PURPOSE

The purpose of this Agreement is to provide the master terms and conditions between the Parties for Workers to provide work crew services to the RECIPIENT. Eligibility to receive services is defined in WAC 137-80. No public employees will be displaced as a result of this Agreement.

On December 1, 2020, and after the execution of a new Master Agreement, 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

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, 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 April 01, 2021 and continue through December 31, 2024, 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 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.
- 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 will pay the Department of Labor and Industries (L&I) all workers' compensation premiums due under Title 51 RCW for workers providing services under this agreement.
 - 1) Recipients must pay the department for all such workers' compensation premiums under Title 51 RCW.
 - 2) DOC will report, each quarter, for services provided to the RECIPIENT during the previous quarter, to L&I the total number of hours worked under this agreement and pay the total cost due for workers' compensation coverage directly to L&I for those hours.
- D. Addresses to use for Billing and Payment.
 - 1) **Billing** - Invoices for payment will be mailed to the address provided by the RECIPIENT:
The City of Cashmere
Attn: Kay Jones
101 Woodring Street
Cashmere, Washington 98815
 - 2) **Payment**
 - a. **State Agencies Only** - will pay using the following statewide vendor number: SWV0003872-01 [IAP Payment - DOC General Account]
 - b. **All Other RECIPIENTS** - 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 Statewide Safety Program, work generally considered to be dangerous or hazardous may not be performed by Workers under this agreement. (*See Attachment C, Prohibited Work*)
- B. Before Workers provide services at any new and distinct project location, the RECIPIENT and DOC will jointly perform a written hazard, safety and security assessment.
- C. The Assessment must be performed in accordance with WAC 296-800-160 (*See Attachment D, Sample Job Safety Analysis Worksheet*).
- D. After the Assessment DOC may 1) agree to the specialized PPE that the Recipient will provide to workers to mitigate the effects of identified hazard(s); 2) request that the Recipient remove or

otherwise mitigate some or all of the hazards before workers perform the contracted work; or 3) withdraw from the project.

- E. The RECIPIENT will inform DOC promptly, in writing, if hazardous conditions or materials are found at the project site. If hazardous conditions or materials are discovered while Workers are working at RECIPIENT's site, then work will be suspended immediately and RECIPIENT will make appropriate regulatory notifications and request further assessment.

7. TOOLS, EQUIPMENT AND SUPPLIES

Aside from the basic work attire, PPE, and SSE provided per DOC policy, 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 and JSA for that project.

8. TRAINING

- A. The RECIPIENT will train Workers regarding the work to perform as well as any safety requirements specific to the project site and in the use of any specialized equipment.
- B. For work performed in one static location, RECIPIENT will provide project and site specific safety, equipment, and PPE training as well as instruction in the use of any specialized equipment. The RECIPIENT will provide such training and instruction on the first day of each new project and again if and whenever the work changes to involve tasks or equipment for which the recipient has not trained the workers.
- C. For the same types of Level one or Level two work performed at successive locations, the RECIPIENT must provide the required training and instruction, described in Section 9(B) above, on the first day of work and again if and whenever the work changes to involve tasks or equipment for which the recipient has not trained the workers.
- D. 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).
- E. Training provided by RECIPIENT can be in a variety of forms including, but not limited to, video, audio, electronic, Power Point, and/or printed instruction with illustrations. RECIPIENT provided training may be administered by DOC but source material shall be provided by the RECIPIENT. DOC has the sole discretion to supplement training provided by the RECIPIENT.

9. 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: Jim Fletcher, Mayor, 509-782-3513, mayor@cityofcashmere.org

DOC: Danielle Miller, Community Corrections Supervisor, 509-667-7061, Danielle.miller@doc.wa.gov

10. SUPERVISION & TRANSPORTATION

- A. The Work: Work level definitions are found in the *Class V Project Matrix*, attached hereto and incorporated by reference as *Attachment B*. The following are supervision requirements pertaining to the Work Project Levels:

1) For Level 1 and 2 Work Projects:

DOC will supervise the work performed, in conformance with training provided by RECIPIENT in accordance with Section 8 above, and maintain daily oversight of the project until completed.

2) For Level 3 Work Projects:

RECIPIENT will supervise the work performed by workers, in conformance with training provided by RECIPIENT in accordance with Section 8 above, and maintain daily oversight of the project until completed.

B. Security: For all work project levels, a Correctional Officer will be present to provide for the security and custody of Workers and the safety of the public at large.

C. On-Site Illness/Accidents: A first aid qualified Correctional Officer will be present at the worksite at all times. In the event of DOC Individual illness or injury, DOC will provide the appropriate first aid. If necessary, and as available, emergency medical assistance will be called, or the Individual will be transported to the nearest medical facility for treatment.

1) Expenses:

a) Illness. DOC will pay all expenses related to treatment of DOC Individual illness.

b) Injury. The cost of treatment provided to Workers beyond first aid for any and all work related injuries will be paid in accordance with Title 51 RCW.

c) The DOC's L&I Account Number, 439,048-21, will be the account number used by Workers, DOC and medical providers when reporting work related injury.

D. Transportation: DOC has sole responsibility to transport of Workers to and from the work project site.

11. PUBLIC RELATIONS

Neither party shall arrange for media coverage without the consent of the other party, nor shall either party release information to the media without the consent of the other party. This includes, but is not limited to any reference in print, television, and social media without the consent of the other party.

12. WORK PRODUCT and PERFORMANCE

Washington State and DOC, including its agents and/or employees:

A. Are not responsible for, and do not guarantee, the quality of the work performed or products produced by work crews;

B. Shall not be required to pay other workers to re-do or repair the work performed by work crews; and

C. Are not responsible for damages to third parties resulting from the work performed or products produced by work crews.

D. The Recipient will pay all costs agreed to for services rendered under this Agreement, regardless of the quality of the work performed or products produced by the workers.

13. INDEMNIFICATION

A. RECIPIENT, its agents, and/or employees:

- 1) Are responsible for any damages resulting from the negligence of the RECIPIENT, its agents, and/or employees; and
 - 2) Will 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 Workers.
- 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.

14. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing.

15. INSURANCE

- A. RECIPIENT shall maintain insurance coverage in full force and effect during the entire term of this Contract as set out below. The insurance required shall be issued by an insurance company authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds. All policies shall be primary to any other valid and collectable insurance. RECIPIENT shall instruct the insurers to give the Department 30 days advance notice of any insurance cancellation.
- B. Commercial Form General Liability Insurance (contractual liability included) with minimum limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 for general aggregate. If the insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Contract. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this Contract
- C. Except where further described in this Agreement, RECIPIENT will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsible in any way for claims filed by the RECIPIENT or their employees for services performed under the terms of this Contract.
- D. RECIPIENT will provide the DOC with proof of current insurance for each coverage required under the Contract. Such proof shall be sent to Washington State Department of Corrections, Contracts and Legal Affairs at docclacontracts@doc1.wa.gov . Contractor shall immediately notify Contracts and Legal Affairs in the event such policy is terminated, canceled, or modified.

16. PUBLIC BENEFIT NON-PROFIT

In order to utilize 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, by providing to the Contract Manager listed in Section 9, CONTRACT MANAGEMENT, above.

17. AMENDMENTS AND MODIFICATIONS

Amendments 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.

18. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the Department.

19. SEVERABILITY

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

20. ENTIRE AGREEMENT

This Agreement, including referenced Attachments, represents all the terms and conditions agreed upon by the Parties. No other understanding or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any 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 six (6) pages and four (4) attachments, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

THE CITY OF CASHMERE

DEPARTMENT OF CORRECTIONS

(Signature)

(Signature)

(Printed Name)

Debra J. Eisen

(Printed Name)

(Title)

Contracts Administrator

(Title)

(Date)

(Date)

Approved as to Form

By: John C. Dittman, Assistant Attorney General

Date: December 29, 2020

WASHINGTON STATE DEPARTMENT OF CORRECTIONS
Community Corrections Division
CLASS V Work Project Description

Contract Number: K _____

Recipient: _____

Recipient is: Government Entity State Agency Public Benefit Nonprofit & Evidence Attached

Recipient Contact: _____ Phone: _____ Email: _____

Department Contact: _____ Phone: _____ Email: _____

Work Project Title: *(describe the work)*

Project Level: 1 2 3

Workers will: *(describe the work)*

Number of Workers on crew: *(insert number)*

Project Location: _____

Project Period *(One year maximum)*: _____ through _____

Projected Total Number of Crew Hours, Number of Workers: _____

Minimums for Set Monthly Rate and/or Full or Half Day Rate: _____

Approximate Work Hours: Arrive at _____ a.m. Depart at _____ p.m.

Special Payment Terms. Recipient will pay DOC:

1. Transportation Costs: \$_____ to transport Workers;
2. Other direct and indirect costs \$_____ to include (L&I Premiums Rate, Administrative Cost, etc.).

PPE, Tools and Equipment Provided by:

Recipient: _____

Specialty PPE, Tools and Equipment Training Provided by Recipient?

DOC: _____

JSA Worksheet completed and attached?

Additional Terms:

NAME OF RECIPIENT

DEPARTMENT OF CORRECTIONS

SAMPLE - DO NOT SIGN _____

SAMPLE - DO NOT SIGN _____

Signature

Signature of Field Administrator or Work
Release and Residential Program Coordinator

Printed Name & Title

Section/Facility

Date

Date

Please email a copy of this Work Project Description to docclacontractassist@DOC1.WA.GOV within two (2) calendar days after it is signed by the second of both Parties. THANK-YOU.

ATTACHMENT B

Department of Corrections
CLASS V PROJECT MATRIX

PROJECT TITLES	PROJECT DESCRIPTIONS
LEVEL THREE PROJECTS	
CUTTING FIREWOOD	Labor intensive. Arduous work, difficult terrain and all types of weather. Operating and maintaining tools and equipment such as chainsaws. Handling of fuel for motors. Heavy lifting of timber, logs, rocks, etc. is required.
NOXIOUS WEED REMOVAL	Small infestations may be eradicated mechanically, manually or with a pre-approved herbicide. Methods of mechanical control include pulling, hoeing, mowing, line trimmers, and tillage. Very effective for annual weeds but can be very expensive for large areas when done with hand labor. Hand labor methods are most often used for very small infestations, in environmentally sensitive areas or where difficult terrain or obstructions such as sign posts, guard rails and fences prevent the use of other equipment.
BRUSH CLEARING	Underbrush consists of low growing shrubs, bushes, wild grasses and weeds, examples include scotch broom & blackberries. Clearing brush may expose workers to poison oak, brambles, snakes or other natural hazards. Hand tools such as pruners, clippers, weed eaters and mowers may be used. Work is differentiated from other grounds work by use of heavier equipment including: "brush hogs".
CARPENTRY / CONSTRUCTION	Building, installing, and repairing structures, fixtures, furniture, and other items using different types of materials including wood and steel. Requires working with instructions and schematics from supervisors and utilizing hand and power tools.
STREAM ENHANCEMENT & RESTORATION	Benefits the environment and water quality. Requires use and maintenance of specialized tools and equipment like chainsaws. Requires specialized safety training for terrain and weather conditions, handling of fuel and placement of large rocks to keep stream banks from eroding. Work requires heavy lifting of timber, logs, rocks, etc.
WOOD CHIPPING	Workers haul limbs, trunks, branches, and a variety of wood debris to a wood chipper. Workers use the resulting chips in compost mixtures and for landscaping.
FORKLIFT OPERATION	Forklift operators use machinery to transport various objects at work sites or warehouses, this position requires training and certification prior to independent operation. Due to the nature of the position in working with equipment, this position requires an increased awareness of the surrounding area for safety of persons and property.
LEVEL TWO PROJECTS	
BRIDGE CONSTRUCTION	Work is usually in parks and other natural areas where trails and bridges are in need of repair or upgrade. Terrain

FOR TRAILS	may be difficult. Work involves taking measurements, laying foundations, digging, building up ground, laying planks for treading and utilizing hand and power tools.
SALMON RESTORATION	Work is normally performed at a fish hatchery and in its ecosystem of pools, ponds, tanks, streams and the surrounding woods/forest environment. Clipping fins is a basic function and is utilized for marking the fish to indicate hatchery origin. Work such as brush clearing, stream restoration, introducing fish by-products into water sources to achieve nutrient enhancement.
TREE PLANTING	Workers transplant tree seedlings, generally for forestry, reclamation or to prevent streambank erosion. Workers carry sacks of seedlings, utilize hand tools and must navigate rough terrain.
TRAIL CONSTRUCTION	Workers use a variety of hand tools to restructure trails and pathways. Work may include trail drainage, surfacing with a variety of materials (i.e., stone, woodchips, boardwalk, etc.), replacing rails, footings, etc. and removing invasive vegetation or fallen trees from trails.
LITTER PICK-UP & RECYCLING	Some heavy lifting is involved (i.e., appliances, furniture, tires, etc.) as is risk from high traffic areas, ditches, sharps such as syringes, glass, metal, etc., waste products and snakes.
MECHANICAL	Work class is unique in that the individual possesses and uses the necessary skills to perform limited maintenance on mechanical equipment routinely used in the performance of regular duties.
SAND BAGGING	Workers fill burlap or nylon bags with 40-50 pounds of sand and place them as barriers to prevent further erosion on stream banks and to protect homes and structures from flood events.
CLEANING RETENTION PONDS	Crews use hand tools, such as rakes and nets, to remove unwanted vegetation and litter from ponds. Crews also dispose of the debris collected.
LEVEL ONE PROJECTS	
SANDING / SALTING	Crews spread sand and salt on slick/icy surfaces to prevent accidents. Lifting and carrying heavy bags, drums and containers is required. Shovels are used in large areas. Workers fill burlap or nylon bags with 40-50 pounds of sand and place them as barriers to prevent further erosion on stream banks and to protect homes and structures from flood events.
LANDSCAPING	Primarily for re-forestation. Developing or enhancing an area by adding trees, plants or other features. Use of hand and power tools is required. Worker knowledge, skill and experience are critical.
TRUCKS – LOAD/UNLOAD	Workers unload various trucks and pallets. Work requires the ability to work long hours on their feet while repetitively loading and unloading boxes, bags, or misc. items. Work requires little specific training or direction.
GENERAL LABOR	Miscellaneous labor not otherwise categorized. Most tasks require no formal training.

Washington State Department of Corrections
Statewide Safety Program



COMMUNITY RESTITUTION PROHIBITED WORK
May **NOT** Be Performed By Community Restitution Workers

1. Work requiring the use of a respirator, the exception is a dust mask. Respirators are anything regulated by the National Institute for Occupational Safety and Health (NIOSH), such as an N-95 particle mask, half mask, full face, PAPR or a supplied air respirator.
2. Work involving explosives, including fireworks.
3. Work where there is exposure to X-ray or radioactive isotopes.
4. Work with electrical wires, performing electrical work, working with energized lines, or within 10 feet of an exposed and energized line.
5. Demolition or any other work where there is known or suspected asbestos-containing material, i.e. boats, ships and buildings constructed before 1980.
6. Demolition of boats and ships or any structure which would require work in confined spaces.
7. Work on structures on or over water such as docks and piers.
8. Work requiring the use of hazardous chemicals, i.e. pesticides and herbicides, unless the local government-non-profit agency has certified to the Department that it is in compliance with WAC 296-307-13025 and WAC 296-800-170.
9. Work at any location where there is known or suspected hazardous materials or environmental hazards, i.e. PCBs.
10. Work handling or picking up needles, razor blades, or other sharp objects.
11. Logging or timbering activities, with the exception of Department of Natural Resources work crews and supervised wood cutting/splitting.
12. Work in homeless encampments and/or tent cities, whether populated or not.
13. Workers will not be utilized for crowd control and moving individuals' personal properties.

JOB SAFETY ANALYSIS (JSA) WORKSHEET

Recipient: _____
 Recipient JSA Contact: _____
 DOC JSA Contact: _____
 DOC Matrix - Project Risk Level: _____
 Phone: _____
 Phone: _____
 Email: _____
 Email: _____

DOC Matrix – Work Project Title: _____
 Project Location(s): _____
 Project Date(s): _____
 Contract: _____ K _____

ELEMENTS/ACTIVITIES	SPECIFIC TASKS	HAZARDS	CONTROLS	PPE	PROVIDER of PPE & TRAIN TO USE

SPECIAL EQUIPMENT THAT WORKERS WILL USE FOR THIS PROJECT:

TASK	HAZARDS TYPE	RISK LEVEL	EQUIPMENT	PROVIDER of SPECIAL EQUIP. & TRAIN TO USE

I certify that I performed a hazard assessment, using this form, of the above-named work site. This document constitutes my findings and certification of this hazard assessment. I understand that this document facilitates compliance with the hazard assessment requirements of WAC 296-800-160.

Recipient JSA Contact

(Signature) _____ Date _____
(Printed Name) _____ Title _____

Department JSA Contact

(Signature) _____ Date _____
(Printed Name) _____ Title _____

Instructions: Please use this form "as is" to identify hazards, the ways to eliminate or control them, and what PPE to use to mitigate them.

Elements/Activities: Consider all Elements/Activities that are needed to accomplish the specific work project. List each one in Column One.

Tasks: In the Task column list the tasks that are necessary to accomplish each element.

Example: "operating a table saw" would be an element and "installing a blade" and/or "ripping" would each be separate tasks

Hazards: Note any condition at the project site or with the project itself that could potentially cause occupational injury, death, or disease. [At this point, assume that workers are not wearing or otherwise using personal protective equipment. You may choose to detail injuries that could result from each hazard.]

Examples of hazards include: working at heights, slippery surfaces, exposed moving machinery parts, fire, explosion, noise, electricity, emissions, chemicals, low oxygen, repetitive tasks, heavy lifting, and exposure to infectious blood borne pathogens.

Examples of how injuries could occur: work at heights = falls, broken bones, paralysis, or death; noise exposure = permanent and severe ringing in the ears and/or hearing loss; exposure to chemicals = skin damage and blindness; and working in low oxygen areas = suffocation, unconsciousness and even death.

Controls: Note how you will eliminate or minimize the hazard before using PPE.

Examples of controls include: Using a safer tool, equipment, or chemical, adding safeguards to machinery, using safer work practices, using local exhaust ventilation for emissions, and enclosing noisy equipment or moving workers away from such equipment to reduce exposure levels.

Personal Protective Equipment (PPE): Detail the specific PPE that is needed to protect against each hazard that cannot be eliminated or minimized with controls.

Distribution: ORIGINAL: DOC Work Unit Supervisor

COPIES: 1) Recipient Contact; 2) Facility or CCD Safety Officer; and 3) Attached to CMS contract record by DOC Contract Manager

WASHINGTON STATE DEPARTMENT OF CORRECTIONS
Community Corrections Division
CLASS V Work Project Description

Contract Number: K12504

Recipient: City of Cashmere

Recipient is: Government Entity State Agency Public Benefit Nonprofit & Evidence Attached

Recipient Contact: Mayor Jim Fletcher Phone: 509-782-3513 Email:
Mayor@cityofcashmere.org

Department Contact: David Askren Phone: 509-699-8320 Email: david.askren@doc.wa.gov

Work Project Title: Community Restitution Program

Project Level: 1 2 3

Workers will: Landscaping, litter control, and general labor

Number of Workers on crew: 1-10

Project Location: Within city limits of Cashmere

Project Period (One year maximum): April 1 2021 through March 31 2022

1. Projected Total Number of Crew Hours, Number of Workers: **3-10 workers**
2. Minimums for Set Monthly Rate and/or Full or Half Day Rate: **N/A**
3. Approximate Work Hours: **Arrive at 8 a.m. Depart at 2:30 p.m.**

Special Payment Terms. Recipient will pay DOC:

1. Transportation Costs: \$Current per mile rate to transport Workers;
2. Other direct and indirect costs \$15 per person; to include **Correctional Officer** (L&I Premiums Rate, Administrative Cost, etc.).

PPE, Tools and Equipment Provided by:

Recipient: Yes

Specialty PPE, Tools and Equipment Training Provided by Recipient?

DOC: _____

JSA Worksheet completed and attached?

Additional Terms:

DEPARTMENT OF CORRECTIONS

Signature

Signature of Field Administrator or Work
Release and Residential Program Coordinator

Printed Name & Title

Section/Facility

Date

Date

*Please email a copy of this Work Project Description to docclacontractassist@DOC1.WA.GOV
within two (2) calendar days after it is signed by the second of both Parties. THANK-YOU*

JOB SAFETY ANALYSIS (JSA) WORKSHEET

Recipient: City of Cashmere DOC Matrix - Project Risk Level: 1, 2 & 3
 Recipient JSA Contact: Mayor Jim Fletcher Phone: 509-782-3513 Email: mayor@cityofcashmere.org
 DOC JSA Contact: David Askren Phone: 509-699-8320 Email: david.askren@doc.wa.gov

DOC Matrix – Work Project Title: General Labor **Project Date(s):** 4/1/2021-3/31/2022
Project Location(s): Douglas County Facilities **Contract:** K12504

ELEMENTS/ACTIVITIES	SPECIFIC TASKS	HAZARDS	CONTROLS	PPE	PROVIDER of PPE & TRAIN TO USE
Brush Removal	Cutting and removing brush, grass and weeds	Cuts from tools/small machinery	Use proper techniques for handling tools, be aware of surroundings, do not touch sharp blades, closed-toed shoes, long pants and long-sleeved shirts,	Gloves, hard hats, boots, equipment-specific safety training	DOC
		Scrapes/Cuts from brush and branches	Be aware of surroundings, wear long pants and long-sleeved shirts	Boots, gloves, hard hats	DOC
Graffiti Removal/Cover-up	Removing or painting over graffiti	Ladder climbing – falls	Be aware of surroundings, climb slowly up and down ladders	Safety training including 3 points of contact, spotter to keep others away from the area	DOC
		Paint fumes	Maintain well-ventilated area, take breaks in fresh air	Dust masks	DOC
All activities		Weather – rain/snow	Wear appropriate clothing and footwear to keep warm and dry	Raincoat, boots, hard hats, gloves	DOC
		Weather - heat	Wear appropriate clothing, drink plenty of fluids, take breaks in the shade if possible	Hard hats	DOC

		Exposure to communicable diseases/pathogens	Wear appropriate clothing, maintain distance from others when possible, do not touch items or people without proper PPE, do not work while sick	Gloves, surgical masks or other face coverings, boots	DOC
		Hand Puncture	Be aware of what you are touching, do not reach into areas you cannot see	Puncture resistant gloves, litter pickers	DOC
		Dust Exposure	Be aware of surroundings, have windows open and allow airflow to reduce dust in the air	Dust mask, eye protection	DOC
		Debris in Eyes	Be aware of surroundings, work slowly	Eye protection	DOC
		Slipping/tripping/falling	Watch where you are walking, step carefully on or around items	Hard-soled boots or rubber boots suitable for outdoor work.	DOC
		Traffic noise		Ear plugs	DOC
		Bug bites	Wear long pants and long-sleeved shirts	Bug repellent	DOC
Lifting items into trucks/vans	Placing items into trucks or vans for disposal	Lifting injury	Learn and use proper lifting techniques, obtain assistance from other crew members for heavy or large items	Back brace	DOC
Crew Deployment	Entering and Exiting Vehicles	Struck by moving vehicle	Exit vehicle on the side of the vehicle away from the road	Wear high visibility ANSI Class 2 or 3 safety vests and hard hats	DOC
			Work facing oncoming traffic		DOC
			Never enter traffic to retrieve equipment		DOC
			Park vehicle as far off the roadway as is safe		DOC
			Wear high visibility clothing, use traffic cones and emergency flashers on vehicles		DOC

Travel in vehicles	Riding to and from worksite locations	Vehicle accident	Wear seatbelts and remain seated in moving vehicles at all times, do not lean out or stick hands out of open windows	Seatbelts	DOC
SPECIAL EQUIPMENT THAT WORKERS WILL USE FOR THIS PROJECT:					
TASK	HAZARDS TYPE	RISK LEVEL	EQUIPMENT	PROVIDER OF SPECIAL EQUIP. & TRAIN TO USE	
Cutting and removing brush	Cuts from tools, cuts from small machinery	Mod	Weed eaters, brush cutters, brush clippers	DOC will provide some, City of Tacoma will provide anything DOC does not already possess	
Graffiti removal	Falls from ladders, cuts from scrapers	Mod	Ladders, scrapers	City of Tacoma	
Graffiti cover-up	Paint fumes, falls from ladders	Mod	Paint, Paint brushes, paint rollers, ladders	City of Tacoma	

I certify that I performed a hazard assessment, using this form, of the above-named work site. This document constitutes my findings and certification of this hazard assessment. I understand that this document facilitates compliance with the hazard assessment requirements of WAC 296-800-160.

Recipient JSA Contact

Department JSA Contact

(Signature) _____ Date _____ 3/11/2021
 (Printed Name) Rene Vertz Workcrew Program Manager Title

Instructions: Please use this form "as is" to identify hazards, the ways to eliminate or control them, and what PPE to use to mitigate them.

Elements/Activities: Consider all Elements/Activities that are needed to accomplish the specific work project. List each one in Column One.

Tasks: In the Task column list the tasks that are necessary to accomplish each element.

Example: "operating a table saw" would be an element and "installing a blade" and/or "ripping" would each be separate tasks

Hazards: Note any condition at the project site or with the project itself that could potentially cause occupational injury, death, or disease. [At this point, assume that workers are not wearing or otherwise using personal protective equipment. You may choose to detail injuries that could result from each hazard.]

Examples of hazards include: working at heights, slippery surfaces, exposed moving machinery parts, fire, explosion, noise, electricity, emissions, chemicals, low oxygen, repetitive tasks, heavy lifting, and exposure to infectious blood borne pathogens.

Examples of how injuries could occur: work at heights = falls, broken bones, paralysis, or death; noise exposure = permanent and severe ringing in the ears and/or hearing loss; exposure to chemicals = skin damage and blindness; and working in low oxygen areas = suffocation, unconsciousness and even death.

Controls: Note how you will eliminate or minimize the hazard before using PPE.

Examples of controls include: Using a safer tool, equipment, or chemical, adding safeguards to machinery, using safer work practices, using local exhaust ventilation for emissions, and enclosing noisy equipment or moving workers away from such equipment to reduce exposure levels.

Personal Protective Equipment (PPE): Detail the specific PPE that is needed to protect against each hazard that cannot be eliminated or minimized with controls.

Distribution: ORIGINAL: DOC Work Unit Supervisor

COPIES: 1) Recipient Contact; 2) Facility or CCD Safety Officer; and 3) Attached to CMS contract record by DOC Contract Manager

Staff Summary

Date: 4/7/2021
To: City Council
From: Steve Croci, Director of Operations
RE: Task Authorization No. 1 - Pioneer Ave. ADA ramp design

See attached Task Authorization for Pioneer Ave ADA ramp design. This work is associated with the Local Agency A&E Professional Services Agreement with RH2 to improve school crosswalks on Pioneer Avenue (\$20,203.84). Additional funds are needed to design bulb-outs at the Chapel Street and Mission Creek Road crosswalks.

Staff Recommendation:

MOVE to approve the Task Authorization with RH2 for Pioneer Ave ADA ramp design and allow the Mayor to sign the documents.

Task Authorization No. 1
City of Cashmere
2020 General Engineering Services
Pioneer Avenue ADA Ramp Design

April 2021

RH2 Project No. CA 20.0058

In accordance with our Professional Engineering Services Agreement for the 2020 General Engineering Services dated April 27, 2020, this Task Authorization outlines the Scope of Work for Pioneer Avenue ADA Ramp Design. The work will be performed and invoiced in compliance with the terms and conditions listed in the governing Agreement and any issued Contract Amendments.

Scope of Services

The purpose of this Task Authorization is to prepare the design for three (3) Americans with Disabilities Act (ADA) accessible ramps along Pioneer Avenue. The locations are at the southeast quadrant of Pioneer Avenue and Mission Creek Road, and the northwest and southwest quadrants of Pioneer Avenue and Chapel Street. This work is associated with the City's Pioneer Avenue Safe Routes to School (SRTS) project under a separate contract with RH2 Engineering, Inc. (RH2).

Assumptions:

- *The ramp design plans will be incorporated into the City's Pioneer Avenue SRTS project.*
- *RH2 will rely upon the accuracy and completeness of any information, data, and materials generated or produced by the City or others in relation to this Scope of Work.*

Provided by City:

- Topographic survey data.

RH2 Deliverables:

- 90-percent plan sheets showing ADA accessible ramps at the above-mentioned locations. The plans will show critical elevation points on the ramps and curb lines to ensure conformity with ADA guidelines and provide proper drainage around the ramps. Plans will show drainage modifications as needed to tie into the City's existing storm drain system.
- Engineer's opinion of construction cost in electronic PDF format for the proposed ramp improvements.
- One (1) site visit with City staff at the 90-percent design level.
- Bid-ready plan sheets in electronic PDF format that will be incorporated into the City's Pioneer Avenue SRTS project.

Project Schedule

Design work will be completed by April 30, 2021.

Subconsultants

No subconsultants are anticipated for this task.

Fee for Services

The fee for services be on a time and expense basis and shall not exceed \$7,500.00 without prior written authorization of the City of Cashmere.

RH2 Engineering, Inc.

City of Cashmere


Signature

Signature

Richard L. Ballard - Director
Print Name/Title

Print Name/Title

4/7/21
Date

Date

Staff Summary

Date: 4/7/2021
To: City Council
From: Steve Croci, Director of Operations
RE: City Pool Gutter Repair Project

Repair of the pool gutter was announced on the MRSC small works roster list. Only one bid was received from Combine Construction for \$463,161.20. The engineers estimate was \$334,000.

Staff Recommendation:

MOVE to reject bid and explore other temporary fixes or competitively announce the project for bid.

Staff Summary

Date: 4/7/2021
To: City Council
From: Steve Croci, Director of Operations
RE: Public Works Overhead Garage Door Replacement

The City requested bids to replace the garage doors and operators in the heated portion of the public works building. The City received two bids. Door Tech was the low bid that met the requirements at \$22,684.30.

COMPANY	TOTAL QUOTE
Door Tech	\$22,684.30
Pape Material Handling	\$25,287.57

Staff Recommendation:

MOVE to select Door Tech to replace the garage doors and operators in the heated portion of the public works building and authorize Mayor to sign documents.
