



## PARKS & PUBLIC WORKS COMMITTEE MEETING

Tuesday, November 18, 2025, at 5:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

### COMMITTEE MEMBERS

Chair: Ethan Benson

Councilmembers: Bryan Holloway and Catherine Cotton

*This meeting will be conducted in person at Snoqualmie City Hall and remotely using by Zoom.*

**Join by Telephone:** To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **867 8554 3964** and Password **1700050121** if prompted.

**Join by Internet:** To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this [link](#).
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **867 8554 3964**; Enter Password **1700050121**

### CALL TO ORDER & ROLL CALL

### AGENDA APPROVAL

**PUBLIC COMMENTS (online public comments will not be taken).**

### MINUTES

1. Approval of minutes dated November 4, 2025.

### AGENDA BILLS

2. **AB25-110:** Eastside Transportation Agreement
3. **AB25-111:** Amendment of Class IV Work Crew Master Agreement with Washington State Department of Corrections
4. **AB25-117:** Amendment of Landscape Maintenance Agreement for Facilities
5. **AB25-118:** Amendment of Landscape Maintenance Agreement for Mini-Parks
6. **AB25-119:** Amendment of Landscape Maintenance Agreement for Snoqualmie Parkway and Right-of-Way's

### DISCUSSION

7. Snoqualmie Valley Health Lift Station Update
8. Director Reports:
  - a. Staffing
  - b. Project status

### ADJOURNMENT



## PARKS & PUBLIC WORKS COMMITTEE & COMMITTEE OF THE WHOLE MEETING MINUTES NOVEMBER 4, 2025

*This meeting was conducted in person at Snoqualmie City Hall and remotely using Zoom.*

**CALL TO ORDER** – Chair Benson called the meeting to order at 5:00 pm.

**Committee Members:** Councilmembers Ethan Benson, Bryan Holloway, and Catherine Cotton were present.

Mayor Katherine Ross was also present.

**City Staff:**

Mike Chambliss, City Administrator; Dena Burke, City Attorney; Jeff Hamlin, Parks & Public Works Director; Deana Dean, City Clerk; Patrick Fry, Project Engineer; Robert Thrall, Legal Assistant; Hind Ahmed, Project Engineer; Janna Walker, Budget Manager; Drew Bouta, Finance Director; Jen Hughes, Deputy Finance Director; Phil Bennett, Deputy Parks & Public Works Director; Gary Horejsi, Interim Police Chief; and Jimmie Betts, IT Support.

**AGENDA APPROVAL** – The agenda was approved as presented.

**PUBLIC COMMENTS** – There were no public comments.

**MINUTES**

1. The minutes dated October 21, 2025, were approved as presented.

**AGENDA BILLS**

2. AB25-099: Agreement for Consultant Services with Herrera for Community Based Social Marketing Campaign - National Pollutant Discharge Elimination System (NPDES). This item was introduced by Project Engineer Patrick Fry. Discussion followed and included a presentation covering permit language, guidance document, reduced scope option, cost options, and staff recommendation. Handout provided titled Western Washington Phase II Municipal Stormwater Permit. Committee questions followed. This item is approved to move forward at the November 10, 2025, City Council meeting on the non-consent agenda.
3. AB25-113: Awarding Contract for 2025 Sidewalk Repair & Replacement Project. This item was introduced by Project Engineer Patrick Fry. This item is approved to move forward at the November 10, 2025, City Council meeting on the consent agenda.
4. AB25-102: Application for Exemption from SMC 9.36.020 – WSDOT. This item was introduced by Project Engineer Hind Ahmed. Discussion followed. Additional information provided by Parks & Public Works Director Jeff Hamlin. Staff to contact Salish Lodge for possible special conditions. This item is approved to move forward at the November 10, 2025, City Council meeting on the non-consent agenda.

## DISCUSSION

5. Snoqualmie Valley Health Lift Station Update provided by Project Engineer Fry. Data has been collected and analyzed. Pumps are adequately sized and functioning as expected. Force mains are adequately sized. Wet well needs sizing and placement determined. This item will be brought back in January for contract.

**ADJOURNMENT** - The meeting was adjourned at 5:45 pm.

*Minutes prepared by Deana Dean, City Clerk.*

*Recorded meeting audio is available on the city website after the meeting.*

*Minutes approved at the \_\_\_\_\_, 2025, Parks & Public Works Committee Meeting.*

# Council Agenda Bill

## AB Number

AB25-110

## Agenda Bill Information

### Title \*

Eastside Transportation Agreement

### Action \*

Motion

### Council Agenda Section

Committee Report

### Council Meeting Date \*

11/24/2025

### Staff Member

Deana Dean

### Department \*

Administration

### Committee

Parks and Public Works

### Committee Date

11/18/2025

### Exhibits

Packet Attachments - If any

x1 2026-2029 ETP Agreement.docx	50.22KB
x2 22-002 ETP.pdf	431.29KB
x3 Eastside Transportation Partnership Snoqualmie Valley Cities.pdf	29.64KB
x4 (Res) ETP.docx	22.56KB

## Summary

### Introduction \*

Brief summary.

Staff requests approval of the Eastside Transportation Partnership Agreement for the period 2026-2029.

### Proposed Motion

Move to adopt Resolution 1733 approving the Eastside Transportation Partnership Agreement.

### Background/Overview \*

What was done (legislative history, previous actions, ability to hyperlink)

The Eastside Transportation Partnership (ETP) provides an Eastside forum for inter-jurisdictional cooperation to implement coordinated, prioritized transportation plans and programs through leadership, education, and advocacy.

The ETP was established through an Interlocal Agreement in 1987, which provided funds for a study that resulted in recommendations for transportation improvements on the Eastside. That study was completed, recommendations were adopted, and staffing responsibility was transferred in 1990 from the City of Redmond to King County. Efforts have continued to implement the recommended projects, many of which have been completed or are currently underway.

By 1995, because of increased jobs, population, vehicle miles traveled, declining transportation revenues, and new legislation, including the Growth Management Act and Commute Trip Reduction Act, the ETP determined that the 1991 recommendations needed to be updated. In 1995, the group was awarded a federal grant of Intermodal Surface Transportation Efficiency Act funds. This was supplemented by matching contributions from ETP member jurisdictions, a new Interlocal Agreement was approved, and a consultant was hired in January 1997 to complete the update. This was completed and adopted in 1998. Since then, ETP has focused on regional coordination and advocacy for ETP priorities.

Goals of the ETP:

- Develop and adopt a package of transportation priorities based on adopted land use plans that improve overall mobility for people, freight, and goods and address peak-hour congestion on the Eastside.
- Jointly implement adopted priorities through leadership, education, and advocacy within communities, cities, and the region.
- Adopt and implement a strategy for increasing transportation improvements and programs funding.

The existing inter-jurisdictional agreement expires at the end of 2025. The most recent agreement signed by Snoqualmie is attached. Staff was notified that the interlocal agreement that makes ETP possible needs to be renewed every four years. This year, ETP updated their agreement for 2026-2029 and Metro submitted the updated agreement to the County Council via [ordinance](#). That ordinance was approved by Council and signed by the Executive. Each participating jurisdiction needs to sign the agreement in order to continue the board in January.

### **Analysis\***

Snoqualmie is part of the Snoqualmie Valley Cities voting membership which includes two shared representatives from Carnation, Duvall, North Bend, and Snoqualmie. Snoqualmie does not currently have anyone assigned as a representative to this board.

### **Budgetary Status\***

Funds have already been authorized in the current biennial budget.

### **Budget Summary**

The Eastside Transportation Partnership agreement requires annual dues of \$100 per full-voting member. As Snoqualmie is considered a full-voting member with a shared vote, a maximum of \$100 would be required annually if billed by King County, who has not always required payment historically. The 2025-26 Biennial Budget appropriates \$1,868,432 in the Non-Departmental (#001) classification. Of this amount, \$847,810 has currently been spent, leaving \$1,020,622 for any additional expenditures. After a \$100 payment for any dues, \$1,020,522

remains available for additional purchases and services. Therefore, sufficient appropriation remains to fund the dues associated with this agreement.

## Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
\$100.00	\$1,868,432.00	\$0.00

### Fiscal Impact Screenshot

#### Non-Departmental (#001)

2025-26 Biennial Budget	
<b>Beginning Budget</b>	<b>\$ 1,868,432</b>
<b>Expenditures</b>	<b>\$ (847,810)</b>
<b>Outstanding Contract Value</b> <i>(Previously Approved)</i>	<b>\$ -</b>
<b>Current Available Budget</b>	<b>\$ 1,020,622</b>
 <b>Cost of AB25-110</b>	 <b>\$ (100)</b>
<b>Available Budget after AB25-110</b>	<b>\$ 1,020,522</b>

**RESOLUTION NO. 1733****A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON,  
APPROVING THE 2026-2029 EASTIDE TRANSPORTATION  
PARTNERSHIP AGREEMENT.**

**WHEREAS**, the Eastside Transportation Partnership (ETP) is the transportation board for the area East of Lake Washington in King County to share information, build consensus, and provide advice on plans, programs, policies, and priorities for countywide, regional, state, and federal transportation decisions; and,

**WHEREAS**, the agreement must be renewed every four years and was authorized through King County Council under Ordinance 19957; and,

**WHEREAS**, the City of Snoqualmie has long been a member of the ETP and is part of the Snoqualmie Valley Cities membership consisting of Carnation, Duvall, North Bend, and Snoqualmie; and,

**WHEREAS**, the most recent agreement was executed in early 2022 for the period 2022-2025; and,

**WHEREAS**, the ETP is requesting all member agencies to enter into a new agreement for the period 2026-2029.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Snoqualmie as follows:

**SECTION 1. Authorization.** The Mayor is authorized to execute the 2026-2029 Eastside Transportation Partnership Agreement.

**SECTION 2. Council Liaison.** City Council shall appoint a council liaison to the ETP Snoqualmie Valley Cities membership during the next council liaison appointment period.

**SECTION 3. Corrections by the City Clerk.** Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this resolution, including the correction of

clerical errors; references to other local, state or federal laws, codes, rules, or regulations, or resolution numbering and section/subsection numbering

**PASSED** by the City Council of the City of Snoqualmie, Washington, this 24<sup>th</sup> day of November 2025.

---

Katherine Ross, Mayor

Attest:

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Deana Dean, City Clerk



## Eastside Transportation Partnership Agreement

### Parties to Agreement

City of Bellevue  
 City of Bothell  
 City of Issaquah  
 City of Kenmore  
 City of Kirkland  
 City of Mercer Island  
 City of Newcastle  
 City of Redmond  
 City of Renton  
 City of Sammamish  
 City of Woodinville  
 King County  
 Small Cities  
     Town of Beaux Arts Village  
     City of Clyde Hill  
     Town of Hunts Point  
     City of Medina  
     Town of Yarrow Point  
 Snoqualmie Valley Cities  
     City of Carnation  
     City of Duvall  
     City of North Bend  
     City of Snoqualmie

Transmitted to parties for approval and signature \_\_\_\_\_.

THIS AGREEMENT is made and entered into by and among the CITY OF BELLEVUE, hereafter known as “Bellevue”; the CITY OF BOTHELL, hereafter known as “Bothell”; the CITY OF ISSAQUAH, hereafter known as “Issaquah”; the CITY OF KENMORE, hereafter known as “Kenmore”; the CITY OF KIRKLAND, hereafter known as “Kirkland”; THE CITY OF MERCER ISLAND, hereafter known as “Mercer Island”; the CITY OF NEWCASTLE, hereafter known as “Newcastle”; the CITY OF REDMOND, hereafter known as “Redmond”; the CITY OF RENTON, hereafter known as “Renton”; the CITY OF SAMMAMISH, hereafter known as “Sammamish”; the CITY OF WOODINVILLE, hereafter known as “Woodinville”; KING COUNTY, a legal subdivision of the State of Washington, hereafter called “King County”; the TOWN OF BEAUX ARTS VILLAGE, hereafter known as “Beaux Arts”; the CITY OF CLYDE HILL, hereafter known as “Clyde Hill”; the TOWN OF HUNTS POINT, hereafter known as “Hunts Point”; the CITY OF MEDINA, hereafter known as “Medina”; the TOWN OF YARROW POINT, hereafter known as “Yarrow Point”; the CITY OF CARNATION, hereafter known as “Carnation”; the CITY OF DUVAL, hereafter known as “Duvall”; the CITY OF NORTH BEND, hereafter known as “North Bend”; the CITY OF SNOQUALMIE, hereafter known as “Snoqualmie”; as members of the Eastside Transportation Partnership;

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their residents; and

WHEREAS, the Eastside Transportation Partnership has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects, and programs for the area East of Lake Washington in King County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

## **1.0 Purpose of this Agreement**

The purpose of this Agreement is to recognize the Eastside Transportation Partnership as the transportation board for the area East of Lake Washington in King County to share information, build consensus, and provide advice on plans, programs, policies, and priorities for countywide, regional, state, and federal transportation decisions.

## **2.0 Members and Voting**

Members shall have full voting rights, limited voting rights, or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all the following issues before the Eastside Transportation Partnership, unless otherwise noted, including:

1. Administrative issues, such as additional members and use of dues.
2. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Puget Sound Regional Council Transportation Policy Board.
3. Recommendations to Sound Transit on policies, capital and service plans, and implementation.
4. Recommendations to King County on Metro Transit planning, development, and implementation of products and services.
5. Recommendations to WSDOT on policies, programs, and projects.
6. Recommendations to the PSRC on plans, policies, programs, and projects such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
7. Recommendations to the State Legislature and state committees and commissions established by the Legislature on transportation policy, budgets, priorities, legislative proposals, and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.
9. Letters of support for transportation projects.

1.2 Members with Limited Voting Rights: The Eastside Transportation Partnership may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to the agreement at a regular meeting.

1. Recommendations to WSDOT on policies, programs, and projects.
2. Recommendations to the PSRC on plans, policies, programs, and projects, such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
3. Recommendations to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2.a Such members and voting rights, if any, shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

2.3 Non-Voting Members: The Eastside Transportation Partnership may add non-voting members by unanimous vote of the parties to the agreement at a regular meeting. The Eastside Transportation Partnership may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

2.3.a Such members shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

### 3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows

<b>Full Voting Members</b>	<b>Number of Representatives/Votes</b>
Bellevue	2
Bothell	2
Issaquah	2
Kenmore	2
Kirkland	2
Mercer Island	2
Newcastle	2
Redmond	2
Renton	2
Sammamish	2
Woodinville	2
Small Cities Coalition Beaux Arts Clyde Hill Hunts Point Medina Yarrow Point	2 (shared)
Snoqualmie Valley Cities Carnation Duvall North Bend Snoqualmie	2 (shared)
King County	3
<b>Limited Voting Members</b>	<b>Number of Representatives/Votes</b>
Snohomish County	1

3.2 Elected officials shall be appointed to the Eastside Transportation Partnership by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.

3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

### 4.0 Operating Procedures

4.1 The Eastside Transportation Partnership shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair(s) and vice-chair(s) or co-chairs shall be elected per the operating procedures and shall be responsible for setting meeting agendas, running meetings and any other activities identified in the operating procedures.

## **5.0 Lead Agency**

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the Eastside Transportation Partnership. King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency shall, in its sole discretion, determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining Eastside Transportation Partnership membership rosters and distribution lists; arranging for Partnership meetings, including scheduling, agendas, and rooms; collecting, administering, and disbursing Partnership dues; providing Partnership meeting support to the chair(s) and vice chair(s) or co-chairs; attending Partnership meetings; and preparing Partnership meeting summaries.

## **6.0 Financing and Cost Sharing Guidelines**

6.1 Annual Review of Financing: The Eastside Transportation Partnership shall determine by June 30 of each year whether annual dues of \$100 per voting representative will be required of the Eastside Transportation Partnership member jurisdictions for the following year. Additionally, King County will provide the Eastside Transportation Partnership a status update on funds collected and funds remaining by June 30 of each year.

6.2. Yearly Dues: The Lead Agency may bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100, and any dues required by limited or non-voting members, will be determined by the Eastside Transportation Partnership, and included in the operating procedures. Revenue from dues shall be used for refreshments, room rentals, speaker fees, special events, public education, or other expenses authorized by the Eastside Transportation Partnership. The designated Lead Agency shall not be required to pay yearly dues.

6.3 Additional financial contributions: If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for King County to recuse itself from further financial obligations. Recused members may not vote on determining the additional financial contribution or uses for the additional funds.

6.4 Modification to Agreement Required: If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

## **7.0 Withdrawal of a Party from this Agreement**

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to the chair(s) of the Eastside Transportation Partnership at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to Eastside Transportation Partnership and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

## **8.0 Duration**

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2027, unless terminated earlier in accordance with Section 9.0. This Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2028 and ending no later than December 31, 2029.

## **9.0 Termination**

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

## **10.0 Real and Personal Property**

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

## **11.0 Return of Funds**

At such time as this Agreement expires without being terminated or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

## **12.0 Filing**

This Agreement shall be filed with the King County Department of Records and Elections.

## **13.0 Legal Relations**

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other parties and their respective officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by another party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other parties only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event any party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against another party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

#### **14.0 Entirety and Modifications**

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

14.2 This Agreement may be modified only by written instrument signed by all the parties hereto.

#### **15.0 Counterparts**

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

City of Bellevue By: _____ Date: _____	City of Bothell By: _____ Date: _____	City of Issaquah By: _____ Date: _____
City of Kenmore By: _____ Date: _____	City of Kirkland By: _____ Date: _____	City of Mercer Island By: _____ Date: _____
City of Newcastle By: _____ Date: _____	City of Redmond By: _____ Date: _____	City of Renton By: _____ Date: _____
City of Sammamish By: _____ Date: _____	City of Woodinville By: _____ Date: _____	King County By: _____ Date: _____
Town of Beaux Arts Village By: _____ Date: _____	City of Clyde Hill By: _____ Date: _____	Town of Hunts Point By: _____ Date: _____
City of Medina By: _____ Date: _____	Town of Yarrow Point By: _____ Date: _____	City of Carnation By: _____ Date: _____
City of Duvall By: _____ Date: _____	City of North Bend By: _____ Date: _____	City of Snoqualmie By: _____ Date: _____

## Eastside Transportation Partnership Agreement

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 City of Renton  
 City of Sammamish  
 City of Woodinville  
 King County  
 Small Cities  
     Town of Beaux Arts Village  
     City of Clyde Hill  
     Town of Hunts Point  
     City of Medina  
     Town of Yarrow Point  
 Snoqualmie Valley Cities  
     City of Carnation  
     City of Duvall  
     City of North Bend  
     City of Snoqualmie

Transmitted to parties for approval and signature October 12, 2021.

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WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their residents; and



WHEREAS, the Eastside Transportation Partnership has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects, and programs for the area East of Lake Washington in King County.

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## **2.0 Members and Voting**

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3. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
4. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Puget Sound Regional Council Transportation Policy Board.
5. Recommendations to WSDOT on policies, programs, and projects.
6. Recommendations to the PSRC on plans, policies, programs, and projects such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
7. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2 Members with Limited Voting Rights: The Eastside Transportation Partnership may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to the agreement at a regular meeting.

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2.2.a Such members and voting rights, if any, shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

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2.3.a Such members shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

### 3.0 Representation and Conduct

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<b>Limited Voting Members</b>	<b>Number of Representatives</b>
Snohomish County	1

3.2 Elected officials shall be appointed to the Eastside Transportation Partnership by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.

3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

### 4.0 Operating Procedures

4.1 The Eastside Transportation Partnership shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair(s) and vice-chair(s) shall be elected per the operating procedures and shall be responsible for setting meeting agendas, running meetings and any other activities identified in the operating procedures

## **5.0 Lead Agency**

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the Eastside Transportation Partnership. King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency shall, in its sole discretion, determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining Eastside Transportation Partnership membership rosters and distribution lists; arranging for Partnership meetings, including scheduling, agendas, and rooms; collecting, administering, and disbursing Partnership dues; providing Partnership meeting support to the chair(s) and vice chair(s); attending Partnership meetings; and preparing Partnership meeting summaries.

## **6.0 Financing and Cost Sharing Guidelines**

6.1 **Yearly Dues:** The Eastside Transportation Partnership members shall pay a minimum \$100 per full voting representative in annual dues to remain in good standing. The Lead Agency will bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100, and any dues required by limited or non-voting members, will be determined by the Eastside Transportation Partnership, and included in the operating procedures. Revenue from dues shall be used for special events, public education, or other expenses authorized by the Eastside Transportation Partnership. The designated Lead Agency shall not be required to pay yearly dues.

6.2 **Annual Review of Financing:** The Eastside Transportation Partnership shall determine by June 30 of each year whether additional annual dues above \$100 per voting representative will be required of the Eastside Transportation Partnership member jurisdictions for the following year. Additionally, King County will provide the Eastside Transportation Partnership a status update on funds collected and funds remaining by June 30 of each year.

6.3 **Additional financial contributions:** If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for King County to recuse itself from further financial obligations. Recused members may not vote on determining the additional financial contribution or uses for the additional funds.

6.4 **Modification to Agreement Required:** If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

## **7.0 Withdrawal of a Party from this Agreement**

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required,

to the chair(s) of the Eastside Transportation Partnership at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to Eastside Transportation Partnership and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

## **8.0 Duration**

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2023, unless terminated earlier in accordance with Section 9.0. This Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2024 and ending no later than December 31, 2025.

## **9.0 Termination**

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

## **10.0 Real and Personal Property**

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

## **11.0 Return of Funds**

At such time as this Agreement expires without being terminated or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

## **12.0 Filing**

This Agreement shall be filed with the King County Department of Records and Elections.

## **13.0 Legal Relations**

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of

one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other parties and their respective officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by another party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other parties only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event any party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against another party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

#### **14.0 Entirety and Modifications**

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

14.2 This Agreement may be modified only by written instrument signed by all the parties hereto.

#### **15.0 Counterparts**

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

City of Bellevue  
By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Bothell  
By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Issaquah  
By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Kenmore  
By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Kirkland  
By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Mercer Island  
By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Newcastle  
By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Redmond  
By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Renton  
By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Sammamish  
By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Woodinville  
By: \_\_\_\_\_

Date: \_\_\_\_\_

King County  
By: \_\_\_\_\_

Date: \_\_\_\_\_

Town of Beaux Arts Village  
By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Clyde Hill  
By: \_\_\_\_\_

Date: \_\_\_\_\_

Town of Hunts Point  
By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Medina  
By: \_\_\_\_\_

Date: \_\_\_\_\_

Town of Yarrow Point  
By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Carnation  
By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Duvall  
By: \_\_\_\_\_

Date: \_\_\_\_\_

City of North Bend  
By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Snoqualmie  
By: *Katherine Ross*

Date: *1/8/2022*

## Eastside Transportation Partnership

Member	Snoqualmie Valley Cities (2 votes)	<ul style="list-style-type: none"><li>• Carnation: Deputy Mayor Ribail</li><li>• Duvall: Councilmember Jennifer Knaplund</li><li>• North Bend: Mayor Mary Miller</li><li>• Snoqualmie: Open</li></ul>
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# Council Agenda Bill

## AB Number

AB25-111

## Agenda Bill Information

### Title\*

Amendment of Class IV Work Crew Master Agreement with Department of Corrections

### Action\*

Motion

### Council Agenda Section

Committee Report

### Council Meeting Date\*

11/24/2025

### Staff Member

Philip Bennett

### Department\*

Public Works

### Committee

Parks and Public Works

### Committee Date

11/18/2025

### Exhibits

Packet Attachments - if any

Class IV Work Crew Master Agreement Signed 8_24_2022.pdf	1,022.74KB
Class IV Work Crew Master Agreement Amendment 10-23-2025.pdf	130.37KB
Work Accomplished by Department of Corrections 5-1 to 9-30-2025.pdf	135.76KB
Resolution - Amendment of Class IV Work Crew Master Agreement with Department of Corrections.docx	22.12KB

## Summary

### Introduction\*

Brief summary.

In August 2022, The City of Snoqualmie approved an agreement with the Department of Corrections for work crew services to support City stormwater/urban forestry operations. This agreement expires on December 31st, 2025. This amendment extends the existing agreement until June 30th, 2028 with minimal changes.

### Proposed Motion

Move to adopt Resolution 1736 approving the Amendment No. 1 to the Class IV Master Work Agreement with Department of Corrections

### Background/Overview\*

What was done (legislative history, previous actions, ability to hyperlink)



The City has relied on Department of Corrections work crews to maintain stormwater ponds, stormwater facilities, roadside vegetation and trails since 2012. The crews provide the City with inexpensive semi-skilled labor to accomplish arduous maintenance tasks. The main task that crews perform is vegetation maintenance and fence repair at our 45 storm ponds. This maintenance is extensive and is a requirement of the City's MS4 Stormwater Permit administered through Washington State Department of Ecology. The existing contract was approved [7-25-2022 City Council Meeting](#). Since contract execution, Department of Corrections work crews have performed thousands of hours of maintenance for the City.

### Analysis\*

This agreement enables continued maintenance of our stormwater ponds & facilities, trails, and roadside vegetation. From May-September 2025, the DOC completed approximately 860 hours of work at a cost of \$5.23 an hour. This contract amendment extends the term of the existing agreement until June 30th, 2028, and updates points of contact for both the City and the Department of Corrections.

### Budgetary Status\*

Funds have already been authorized in the current biennial budget.

### Budget Summary

The amendment to the Washington State Department of Corrections agreement does not establish a required minimum payment, nor does it alter the cost arrangement established between the City and the DOC. As part of the 2025-2026 Biennial Budget, the City appropriated 2,546,682 for services within the Stormwater Operations Fund (#403). With \$926,743 currently expended and \$213,253 in outstanding contracts, \$1,406,686 remains for this and other service expenditures (see the table below or on the following page).

Historically, the City has spent \$5,402 in 2023, \$10,829 in 2024 and \$7,074 in 2025 for services related to this agreement. It appears that sufficient appropriation remains to fund expenditures related to the DOC agreement.

### Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
	\$2,546,682.00	\$0.00

### Fiscal Impact Screenshot

#### Stormwater Operations Services (#403)

2025-26 Biennial Budget	
Beginning Budget	\$ 2,546,682
Expenditures	\$ (926,743)
Outstanding Contract Value <i>(Previously Approved)</i>	\$ (213,253)
Current Available Budget	\$ 1,406,686

**RESOLUTION NO. 1736****A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON,  
APPROVING AMENDMENT NO. 1 TO THE CLASS IV WORK MASTER  
AGREEMENT WITH WASHINGTON STATE DEPARTMENT OF  
CORRECTIONS.**

**WHEREAS**, the City of Snoqualmie owns 45 stormwater ponds and 12 other stormwater facilities; and,

**WHEREAS**, these stormwater ponds and facilities require frequent maintenance to stay in compliance with the City's Municipal Separate Storm Sewer System (MS4) permit, administered through Washington State Department of Ecology; and,

**WHEREAS**, the city also owns over 15 miles of soft-surface trails, which require annual maintenance to ensure user safety and enjoyment of the trail system; and,

**WHEREAS**, the city owns miles of improved and unimproved rights-of-way, which require roadside vegetation maintenance to ensure road user safety; and,

**WHEREAS**, the city has relied on Washington Department of Corrections since 2012 to provide work crews to maintain stormwater ponds, facilities, trails, and roadside vegetation; and,

**WHEREAS**, the current agreement expires on December 31, 2025; and

**WHEREAS**, Amendment No. 1 extends the current agreement until June 30, 2028.

**NOW, THEREFORE, BE IT RESOLVED:**

The Mayor is hereby authorized to sign Amendment No. 1 to the Class IV Work Crew Master Agreement with Washington State Department of Corrections attached hereto as Exhibit A.

**PASSED** by the City Council of the City of Snoqualmie, Washington, this 24<sup>th</sup> day of November 2025.

---

Katherine Ross, Mayor

Attest:

---

Deana Dean, City Clerk



Washington State  
Department of Corrections

Contract No. K12544  
Amendment No. 1

This Amendment is made between the Washington State Department of Corrections, hereinafter referred to as "Department," and City of Snoqualmie, hereinafter referred to as "Recipient," for the purpose of amending the above-referenced Contract, entered between the Department and Recipient.

**WHEREAS** the purpose of this Amendment is to extend the contract term and update the contract managers.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Contractor agree to the following:

**SECTION 3. TERM**, is amended as follows:

3. TERM

The term of this Master Agreement shall begin January 01, 2022 and continue through ~~((December 31, 2025))~~ June 30, 2028, unless terminated sooner as provided for herein.

**SECTION 10. CONTRACT MANAGEMENT**, is amended, in part, as follows:

**RECIPIENT:** ~~((Joe Beach, 425.449.2296, jbeach@ci.snoqualmie.wa.us))~~ Jason Battles, 425.736.3832, jbattles@snoqualmiewa.gov

**DOC:** ~~((Terry Cohn, CPM, 360.794.2692, tcohn@doc1.wa.gov))~~ Arben Kullojka, 360.794.2692, akullojka@doc1.wa.gov

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this Amendment is **January 01, 2026**.

**THIS AMENDMENT**, consisting of one (1) is executed by the persons signing below who warrant that they have the authority to execute this Amendment.

**CITY OF SNOQUALMIE**

**DEPARTMENT OF CORRECTIONS**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

Daryl Huntsinger  
(Printed Name)

Contracts Administrator  
(Title)

\_\_\_\_\_  
(Date)

# Class IV Work Crew Master Agreement

Between

THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS

And

CITY OF SNOQUALMIE

This Master Contract Agreement is entered into by and between the Washington State Department of Corrections, hereinafter referred to as DOC and City of Snoqualmie, located at Snoqualmie, 38624 SE River Street, PO Box 987 Snoqualmie, WA 98065, 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.

Incarcerated Individuals, also known as 'Workers', who provide services under this Agreement reside in a DOC prison and are under the jurisdiction of the Washington State Department of Corrections.

## 1. PURPOSE

The purpose of this Agreement is to provide the master terms and conditions between the Parties for Incarcerated Individuals 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.

Upon execution of this 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 Superintendent of the Institution or designee and the RECIPIENT's Contract Manager. Each project is subject to careful review for custody and 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.

The Institution Superintendent or designee 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 Agreement shall begin January 01, 2022 and continue through December 31, 2025 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 Incarcerated Individuals' 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 DOC for all such workers' compensation premiums under Title 51 RCW.
  - 2) Each calendar year quarter DOC will report to L&I the total number of Incarcerated Individuals' hours worked for the RECIPIENT under this Agreement during the previous quarter, 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:Snoqualmie, City Of  
 Attn: Accounts Payable  
 PO BOX 987  
 Snoqualmie, WA 98065
  - 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 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. SELECTION OF INCARCERATED INDIVIDUALS

The Institution will select the Individuals for each work crew. Selection criteria will conform to DOC Policy 700.000, WORK PROGRAMS IN PRISONS, DIRECTIVE III, Eligibility and Selection, as now written or hereafter revised.

## 7. 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 Incarcerated Individuals. (*See Attachment C, Prohibited Work*)
- B. Before Incarcerated Individuals 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 Incarcerated Individuals are working at RECIPIENT's site, then work will be suspended immediately and RECIPIENT will make appropriate regulatory notifications and request further assessment.

## 8. 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.

## 9. TRAINING

- A. The RECIPIENT will train Incarcerated Individuals 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, or/and 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.

## 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: Joe Beach, 425.449.2296, [jbeach@ci.snoqualmie.wa.us](mailto:jbeach@ci.snoqualmie.wa.us)

DOC: Terry Cohn, CPM, 360.794.2692, [tlcohn@doc1.wa.gov](mailto:tlcohn@doc1.wa.gov)

## 11. SUPERVISION & TRANSPORTATION

- A. The Work: Work level definitions are found in the *Class IV 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 9 above, and maintain daily oversight of the project until completed.
  - 2) For Level 3 Work Projects:

RECIPIENT will supervise the work performed by Incarcerated Individuals, in conformance with training provided by RECIPIENT in accordance with Section 9 above, and maintain daily oversight of the project until completed. RECIPIENT shall not be responsible for the security or custody of Incarcerated Individuals or for the security or safety of the public at large.

- B. Security: For all work project levels, a Correctional Officer will be present at all times to provide for the security and custody of Incarcerated Individuals 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 Incarcerated Individuals 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, 439,048-35, will be the account number used by Incarcerated Individuals, DOC and medical providers when reporting Incarcerated Individuals' work related injury.
- D. Transportation: DOC has sole responsibility to transport of Incarcerated Individuals to and from the work project site.

## 12. 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, audio, video, and social media without the consent of the other party.

## 13. 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 Incarcerated Individuals on work crews;
- B. Shall not be required to pay other workers to re-do or repair the work performed by the Incarcerated Individuals; and
- C. Are not responsible for damages to third parties resulting from the work performed or products produced by Incarcerated Individuals on 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.

## 14. 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 any and all liability, claims, demands, and damages, that arise out of DOC, its agents, and/or employees' negligent security supervision of Incarcerated Individuals, and/or that arise out of the acts or omissions of Incarcerated Individuals.

- 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. 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.

## 16. INSURANCE

RECIPIENT will provide DOC with proof of current general liability insurance coverage before the Agreement is finalized. RECIPIENT must maintain its policy of general liability insurance throughout the term of this Agreement.

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.

## 17. 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 the DOC Contract Manager listed in Section 10, CONTRACT MANAGEMENT above, with proof of its IRS public benefit non-profit designation.

## 18. 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.

## 19. 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.

## 20. 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.

## 21. 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.

## CITY OF SNOQUALMIE

Katherine Ross  
 (Signature)  
**Katherine Ross**  
 (Printed Name)  
**Mayor, City of Snoqualmie**  
 (Title)  
**8/23/2022**  
 (Date)

## DEPARTMENT OF CORRECTIONS

Daryl Huntsinger  
 (Signature)  
~~Debra Eisen~~ **Daryl Huntsinger**  
 (Printed Name)  
**Contracts Administrator**  
 (Title)  
**8/24/2022**  
 (Date)

Approved as to Form

By: John C. Dittman, Assistant Attorney General

Date: December 29, 2020

## ATTACHMENT A

## WASHINGTON STATE DEPARTMENT OF CORRECTIONS

## Corrections Center

## Prisons Division CLASS IV Work Project Description

Contract Number: K\_\_\_\_\_

RECIPIENT: City of SnoqualmieRECIPIENT is: ☒ Government Entity ☐ State Agency ☐ Public Benefit Nonprofit; Evidence Attached ☐RECIPIENT Contact: Mike Chambless Phone: 425-996-5418 Email: mchambless@snoqualmiewa.govDepartment Contact: Terry Cohn Phone: 360-794-2692 Email: tlcohn@doc1.wa.govWork Project Title: (describe the work)Project Level: ☐ 1 ☒ 2 ☐ 3Workers will: (describe the work) Clean retention ponds, maintain trails, perform forest restorationNumber of Workers on crew: (insert number) 6Project Location: Snoqualmie WAProject Period (One year maximum): 1/1/2023 through 12/31/2023Projected Total Number of Crew Hours, Number of Workers: 6240, 6

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

Approximate Work Hours: Arrive at 7 a.m. Depart at 2 p.m.

Special Payment Terms. RECIPIENT will pay DOC:

1. Transportation Costs: \$\_\_\_\_\_ to transport Workers;
2. The L&I Premiums Rate at the time the work was performed; and
3. Other direct and indirect costs \$\_\_\_\_\_; to include (Administrative Cost, etc.).

PPE, Tools and Equipment Provided by:

RECIPIENT: City of SnoqualmieSpecialty 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**

Signature

**SAMPLE – DO NOT SIGN**

Signature of Superintendent

Parks &amp; Public Works Director

Title

Institution

Date

Date

Please email a copy of this Work Project Description to [docclacontracts@doc1.wa.gov](mailto:docclacontracts@doc1.wa.gov)  
within two (2) calendar days after it is signed by both Parties. THANK-YOU.

**CLASS IV PROJECT MATRIX**  
**Department of Corrections**  
**Work Projects & Gratuities**

WORK PROJECT TITLE	HOURLY GRATUITY	WORK PROJECTS
<b>LEVEL THREE PROJECTS</b>		
CUTTING FIREWOOD	\$1.50	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	\$1.50	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	\$1.50	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	\$1.50	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	\$1.50	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.
FORKLIFT OPERATION	\$1.25	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.
WOOD CHIPPING	\$1.25	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.
<b>LEVEL TWO PROJECTS</b>		

BRIDGE CONSTRUCTION FOR TRAILS	\$1.25	Work is usually in parks and other natural areas where trails and bridges are in need of repair or upgrade. Terrain 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	\$1.25	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	\$1.25	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	\$1.25	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	\$1.25	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	\$1.25	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	\$1.25	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	\$1.25	Crews use hand tools, such as rakes and nets, to remove unwanted vegetation and litter from ponds. Crews also dispose of the debris collected.
<b>LEVEL ONE PROJECTS</b>		
SANDING / SALTING	\$1.00	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	\$1.00	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	\$1.00	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	\$1.00	Miscellaneous labor not otherwise categorized. Most tasks require no formal training.

**ATTACHMENT C****Washington State Department of Corrections  
Statewide Safety Program****PROHIBITED WORK**

May **NOT** Be Performed By Incarcerated Individuals (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: City of Snoqualmie DOC Matrix - Project Risk Level: \_\_\_\_\_  
 RECIPIENT JSA Contact: Phil Bennett Phone: 425-766-2452 Email: pbennett@snoqualmiewa.gov  
 DOC JSA Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

DOC Matrix – Work Project Title: Retention Pond Cleaning Project Date(s): **2022-**  
 Project Location(s): Snoqualmie WA **24** \_\_\_\_\_  
 Contract: \_\_\_\_\_ K \_\_\_\_\_

ELEMENTS/ACTIVITIES	SPECIFIC TASKS	HAZARDS	CONTROLS	PPE	PROVIDER of PPE & TRAIN TO USE
Mowing		Flying Debris, moving equipment	Pre job safety briefing	Ear and eye protection	City of Snoqualmie
Remove trash	Use litter pickers/garbage bags	Potential for broken glass	Pre job safety briefing	Work gloves	City of Snoqualmie
Weedwacking	Weedwhack grasses and shrubs	Flying Debris, moving equipment	Pre job safety briefing	Ear and eye protection, plus work gloves	City of Snoqualmie
Tree pruning	Remove branches from small trees with handsaw.	Cutting tools, falling branches	Pre job safety briefing	Ear, eye and head protection, plus work gloves.	City of Snoqualmie
Tree Removal	Cut and move small trees with handsaw.	Repetitive tasks, slip and fall, potential for cuts	Pre job safety briefing	Ear, eye and head protection, plus work gloves.	City of Snoqualmie
Fence Repair	Digging to replace posts, assembly of rails.	Heavy lifting, repetitive tasks	Pre job safety briefing	Gloves	City of Snoqualmie
SPECIAL EQUIPMENT THAT WORKERS WILL USE FOR THIS PROJECT: N/A					
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**



8/23/2022

(Signature)  
Philip Bennett  
(Printed Name)

Date  
Urban Forester  
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

Attachment D  
K12544

Page 1 of 2

Item 3.



# JOB SAFETY ANALYSIS (JSA) WORKSHEET

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 RECIPIENT JSA Contact: Phil Bennett Phone: 425-766-2452 Email: pbennett@snoqualmiewa.gov  
 DOC JSA Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

DOC Matrix -- Work Project Title: Trail Maintenance Project Date(s): **2022-**  
 Project Location(s): Snoqualmie WA **24** \_\_\_\_\_  
 Contract: **K** \_\_\_\_\_

ELEMENTS/ACTIVITIES	SPECIFIC TASKS	HAZARDS	CONTROLS	PPE	PROVIDER of PPE & TRAIN TO USE
Weedwhack trail edges	Use weedwhacker to trim shrubs and grasses back	Flying debris	Pre job safety briefing	Ear and eye protection, gloves	City of Snoqualmie
Fix drainage issues on trail	Dig drainage ditches and bars, place gravel on trail surface	Heavy lifting, repetitive work	Pre job safety briefing, monitor weight of loads (will use wheelbarrows)	Gloves	City of Snoqualmie
Prune tree branches back	Prune small branches back using handsaw and polesaw	Cuts, falling limbs	Pre-job safety briefing. Only limbs up to 4 inches in diameter will be cut.	Ear, eye, and head protection, gloves.	City of Snoqualmie
Remove invasive plants	Dig up blackberry/Holly	Repetitive work	Pre job safety briefing	Gloves	City of Snoqualmie.
SPECIAL EQUIPMENT THAT WORKERS WILL USE FOR THIS PROJECT: N/A					
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**

8/23/2022

**Department JSA Contact**

(Signature)  
Philip Bennett  
(Printed Name)

Date  
Urban Forester  
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.

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

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Washington State  
Department of Corrections

Attachment D  
K12544

Page 1 of 2

Item 3.

# JOB SAFETY ANALYSIS (JSA) WORKSHEET

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 RECIPIENT JSA Contact: Phil Bennett Phone: 425-766-2452 Email: pbennett@snoqualmiewa.gov  
 DOC JSA Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

DOC Matrix – Work Project Title: Forest restoration Project Date(s): **2022-**  
 Project Location(s): Snoqualmie WA **24** \_\_\_\_\_  
 Contract: **K** \_\_\_\_\_

ELEMENTS/ACTIVITIES	SPECIFIC TASKS	HAZARDS	CONTROLS	PPE	PROVIDER of PPE & TRAIN TO USE
Remove invasive plants such as blackberry, holly and ivy	Dig plants out by their roots/weedwhack plants to the ground.	Flying debris, repetitive motions	Pre job safety briefing, give breaks	Gloves for digging, helmet, ear and eye protection for weedwhacking	City of Snoqualmie
Plant native trees and plants	Dig holes and plant	Repetitive motions	Pre job safety briefing, give breaks	Gloves	City of Snoqualmie
Mulch	Move mulch around new plantings with wheelbarrow and pitchfork	Lifting, repetitive motions	Pre job safety briefing, give breaks	Gloves	City of Snoqualmie
Remove trash	Use garbage picker to remove trash	Potential for broken glass	Pre job safety briefing	Gloves	City of Snoqualmie
<b>SPECIAL EQUIPMENT THAT WORKERS WILL USE FOR THIS PROJECT: N/A</b>					
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**



8/23/2022

(Signature)	Date
Philip Bennett	Urban Forester
(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.

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Washington State  
Department of Corrections

Attachment D  
K12544

Page 3 of 2

Item 3.



P.O. Box 88030  
Tukwila, WA 98138  
Phone: 206-575-6046  
Fax: 206-575-7426  
[www.wciapool.org](http://www.wciapool.org)

8/5/2022

**Ref#:** 14080

Washington State Department of Corrections  
Attn: Terry Cohn  
7345 Linderson Way SW  
Tumwater, WA 98501

**Re:** City of Snoqualmie  
Class IV Work Crew Master Agreement

### **Evidence of Coverage**

The City of Snoqualmie is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Snoqualmie. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Snoqualmie all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,



Rob Roscoe  
Deputy Director

cc: Reina McCauley  
Mike Chambless

# Council Agenda Bill

## AB Number

AB25-117

## Agenda Bill Information

### Title\*

Amendment of Landscape Maintenance Agreement for Facilities

### Action\*

Motion

### Council Agenda Section

Committee Report

### Council Meeting Date\*

11/24/2025

### Staff Member

Philip Bennett

### Department\*

Public Works

### Committee

Parks and Public Works

### Committee Date

11/18/2025

### Exhibits

Packet Attachments - if any

2026 Landscape Contract Amendment - Facilities.docx

200.5KB

Res 1739 Landscape Facilities.docx

18.19KB

## Summary

### Introduction\*

Brief summary.

The City's agreement with AtWork Commercial Enterprises for landscape maintenance services to maintain City facilities expires on 12/31/2025. This agenda bill recommends extending the agreement until 12/31/2026.

### Proposed Motion

Move to approve Resolution 1739 Amendment No. 2 to the Agreement for Landscape Maintenance Services for Facilities

### Background/Overview\*

What was done (legislative history, previous actions, ability to hyperlink)

The City has relied on landscape contractors for several years to maintain landscaping surrounding City facilities such as City Hall, the Police Station and the Fire Station. On 1/10/2022, the City Council approved [Resolution 1601](#) awarding a [Landscape Maintenance Contract](#) to AtWork Commercial Enterprises

for this purpose. On 12/9/2024, the City Council approved [Amendment No. 1](#) to the contract, which extended the contract until 12/31/2025. Staff are satisfied with the performance of the Contractor in 2025.

### Analysis\*

Amendment No.2 to the landscape maintenance agreement for Facilities extends the existing contract until 12/31/2026, with no change in the scope of work. The amendment includes a cost increase of 2.8% for 2026, based on the Seattle-Tacoma-Bellevue Consumer Price Index from August 2024-August 2025. In 2026, we plan on re-bidding all three landscape contracts, concurrent with preparation of the 2027-2028 Biennial Budget.

### Budgetary Status\*

Funds have already been authorized in the current biennial budget.

### Budget Summary

The second amendment to the AtWork contract is equal to \$37,075 for 2026 Facilities Maintenance (#510) landscaping services. These expenditures were incorporated in the 2025-26 Biennial Budget within the Facilities Maintenance Fund (#510), with a total Services budget of \$955,543. Currently, \$446,035 has been spent, with \$46,500 in outstanding contract value, as shown below or on the following page. With the addition of the AtWork contract of \$37,075, the remaining Services biennial budget appropriation is \$425,933. Therefore, sufficient appropriation exists within the 2025-2026 Biennial Budget to fund the contract.

### Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
\$37,075.00	\$955,543.00	\$0.00

### Fiscal Impact Screenshot

#### Facilities Maintenance - Services

2025-2026 Biennial Budget	Facilities Maintenance (#510)	
Beginning Budget	\$	955,543
Expenditures	\$	(446,035)
Outstanding Contract Value	\$	(46,500)
Current Available Budget	\$	463,008
Value of these Contracts (AB25-117)	\$	(37,075)
Available Budget after Contract	\$	425,933



**RESOLUTION NO. 1739****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNOQUALMIE WASHINGTON, AUTHORIZING AMENDMENT NO. 2 WITH ATWORK COMMERCIAL ENTERPRISES TO THE LANDSCAPE MAINTENANCE AGREEMENT FOR FACILITIES.**

**WHEREAS**, the City of Snoqualmie owns extensive landscapes around City facilities that have aesthetic appeal to residents and visitors alike; and,

**WHEREAS**, these landscaped areas require frequent maintenance to ensure both their beauty and functional benefits; and,

**WHEREAS**, the City entered into an agreement with AtWork Commercial Enterprises on 2/3/2022. The initial term of the agreement was in effect until December 31, 2024, for landscape maintenance services for maintenance and upkeep of these areas; and,

**WHEREAS**, the agreement contains a provision that allows the City to extend the agreement for up to (2) 1-year terms; and,

**WHEREAS**, the City opted to extend the agreement for 2025 for another year, with an effective date until December 31, 2025; and,

**WHEREAS**, the City is satisfied with the Contractor's performance, and wishes to extend the agreement for 2026,

**NOW, THEREFORE, BE IT RESOLVED:** by the City Council of the City of Snoqualmie, Washington, as follows: The Mayor is hereby authorized to sign Amendment No. 2 to the Landscape Maintenance Agreement for Facilities with AtWork Commercial Enterprises.

**PASSED** by the City Council of the City of Snoqualmie, Washington, this 24th day of November 2025.

\_\_\_\_\_  
Katherine Ross, Mayor

Attest:

\_\_\_\_\_  
Deana Dean, City Clerk

CITY OF SNOQUALMIE  
 AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES  
 Contract Amendment No. 2  
 Facilities

This Amendment No. 2 to Agreement for Landscape Maintenance Services is entered into this \_\_\_\_ day of December, 2025 with an effective date of January 1<sup>st</sup>, 2026 by and between the City of Snoqualmie, a Washington municipal corporation (“City”) and AtWork Commercial Enterprises, LLC (“Contractor”). City and Contractor are collectively referred to herein as “the Parties.”

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

**Section 3. Compensation Amended.** Section 3 of the February 3, 2022 Agreement (“Compensation”) is hereby amended to increase the 2026 compensation by 2.8% from \$36,065 (compensation from Amendment 1) to \$37,074.82

**Section 7. Term Amended.** Section 7 of the February 3, 2022 Agreement “Term and Termination” is hereby amended to extend the Agreement term through December 31, 2026

CITY OF SNOQUALMIE:

CONSULTANT:

By: \_\_\_\_\_  
 Katherine Ross, Mayor

By: \_\_\_\_\_  
 Print Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
 Deana Dean, City Clerk

Approved as to Form

\_\_\_\_\_  
 Dena Burke, City Attorney

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
FACILITIES

**Section 00 05 00**

**LANDSCAPE MAINTENANCE AGREEMENT - FACILITIES**

THIS AGREEMENT is made by and between the City of Snoqualmie, a Washington municipal corporation (hereinafter the "City"), and AtWork Commercial Enterprises, organized under the laws of the State of Washington, located and doing business at 1935 152<sup>nd</sup> Pl NE, Bellevue, Washington (hereinafter the "Contractor" or "Vendor").

1. **DESCRIPTION OF WORK.** The Contractor shall do all the work and furnish all labor, materials, tools and equipment for the performance of the work (the "Work") in full compliance with the contract documents entitled **2022-2024 Landscape Maintenance (Facilities and Parks)** ("Contract Documents"), including this Agreement, Invitation to Bid, Instructions to Bidders, General Provisions, Specifications for Landscape Maintenance, Prevailing Wage Rate Requirements, Bid Form and Bid Schedules, Bid Guarantee Bond, Bidder Qualification/Responsibility Information, Performance and Payment Bond, Executed Retainage Forms, and Appendices A-C, all of which are incorporated by reference and made a part of this Agreement.
2. **TIME OF COMPLETION.** Upon the effective date of this Agreement, Vendor shall commence work, and complete the work and provide all goods, materials, and services according to the intervals and on the schedule set forth in the Contract Documents.
3. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed the amount of \$34,578.56 in year 2022, \$34,578.56 in year 2023, and \$34,578.56 in year 2024, including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Agreement. The City shall pay the Vendor the annual "not to exceed amount" in twelve (12) equal monthly installments per year.
  - A. **Defective or Unauthorized Work.** The City reserves its right to withhold payment from Vendor and to assess penalties for any defective, incomplete or unauthorized goods, materials or services, as described in the General Provisions. In the event of errors or omissions by the Vendor in the performance of any Work required under this Contract, the Vendor shall make any and all necessary corrections without additional compensation.
  - B. **Replacement Work.** If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement from any and all amounts due or to become due the Vendor.
4. **CHANGES.** The City reserves the right to direct Vendor to change the frequency of services, add services or deduct services, as described in the General Provisions. In the

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
FACILITIES

event of any such changes, the City will adjust the monthly fee paid to Vendor to reflect

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
FACILITIES

the changes. All change directives will be issued in writing, and all services changes shall be itemized separately in the Vendor's monthly invoice.

5. **INVOICING AND PAYMENT.** The Vendor shall submit a monthly invoice on the last day of the month to the Parks and Public Works Department. Each invoice must contain an invoice number, site name, billing period, amount due for each site, and Washington Sales Tax if applicable. Each invoice must itemize any changes due to addition or deduction of services, or to changes in service frequency. Each invoice must also be accompanied by properly filled-out Supervisor's Inspection Reports. Any submitted invoice that is not accompanied by the Supervisor's Inspection Reports will not be processed.
  
6. **PREVAILING WAGES.** Vendor shall file a Statement of Intent to Pay Prevailing Wages with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. At the completion of the Work, Vendor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.
  
7. **TERM AND TERMINATION.**
  - A. **Term.** This Agreement shall remain in effect until December 31, 2024 ("Initial Term"). At the City's option, this Agreement may be extended for up to two (2) one-year terms. Compensation for the renewal terms shall be the amount paid per month for the last twelve (12) months of the Initial Term plus an increase equal to the annual increase in the Consumer Price Index for Seattle-Bremerton for each year of the renewal term(s).
  
  - B. **Termination.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement. In addition, the City has a right to immediately terminate this Contract upon written notice to the Vendor if: (1) the Vendor fails to comply with any provisions of this Contract and fails to timely cure the deficiency, as described in the General Provisions; or (2) the Vendor becomes insolvent or is adjudged bankrupt.
  
8. **WARRANTY.** Vendor warrants that it will faithfully and satisfactorily perform all work provided under this Agreement in accordance with the provisions of this Agreement and further warrants that the Work shall be free from defects in workmanship and material. The Vendor shall promptly correct all defects in workmanship and materials: (1) when Vendor knows or should have known of the defect, or (2) upon Vendor's receipt of notification from the City of the existence or discovery of the defect.

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
FACILITIES

9. **INDEMNIFICATION.** Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence. The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification. It is further specifically and expressly understood that the indemnification provided herein constitutes the vendor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. In the event Vendor refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Vendor's part, then Vendor shall pay all the City's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Vendor's part. The provisions of this section shall survive the expiration or termination of this Agreement.
10. **INDEPENDENT CONTRACTOR.** The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with Ch. 51.08 RCW, the parties make the following representations:
- A. The Vendor has the ability to control and direct the performance and details of its work, the City being interested primarily in the results obtained under this Agreement.
  - B. The Vendor maintains and pays for its own place of business from which Vendor's services under this Agreement will be performed.
  - C. The Vendor has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained Vendor's services, or the Vendor is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.
  - D. The Vendor is responsible for filing as they become due all necessary tax documents with appropriate federal, state and local agencies, including the Internal Revenue Service, the state Department of Revenue and the City of Snoqualmie.
  - E. The Vendor has registered and/or licensed its business and established an account with the state Department of Revenue, the City of Snoqualmie and other state and/or local agencies as may be required by Vendor's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington and a business license from the City of Snoqualmie.
  - F. The Vendor maintains a set of books dedicated to the expenses and earnings of its business.

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
FACILITIES

11. **BOND.** Contractor shall provide a performance and payment bond for the faithful performance and payment of all its obligations under this Contract and in accordance with RCW 39.08.010. The performance bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the City on account of such defects, discovered within one (1) year after final acceptance by the City.
12. **RETAINAGE.** The City shall retain monies as required by RCW 60.28 and pay the retainage as provided therein.
13. **DISCRIMINATION.** In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
14. **LIMITATION OF ACTIONS.** Vendor must file any lawsuit arising from or connected with this Agreement within 120 days from the date the contract work is complete or vendor's ability to file that suit shall be forever barred. This section further limits any applicable statutory limitations period.
15. **INSURANCE.** A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.
  - A. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
  - B. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence and at least \$5,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
  - C. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
  - D. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy



CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
FACILITIES

shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

- E. Pollution Liability insurance in the amount of \$1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed.
  - F. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.
  - G. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.
  - H. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
16. **JOB SAFETY.** All work done shall be done in a manner that minimizes interruptions or inconvenience to the public and/or City staff. All work shall be carried on with due regard for the safety of the public, and Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Highways. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock, and other matter. Contractor will be responsible for daily and final clean up and disposal of refuse, waste and debris produced by its operation. Should the City determine Contractor is not fulfilling its obligation in this regard, the City reserves the right to take such action as may be necessary, and to charge Contractor with any costs that may be incurred in such remedial action.
- A. **Work performed at Vendor's risk.** Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
FACILITIES

responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

## 17. MISCELLANEOUS PROVISIONS.

- A. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- B. **Resolution of Disputes and Governing Law.** If any dispute, controversy, or claim arises out of this Contract, the parties agree to first try to settle the dispute, controversy, or claim in non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear all expenses charged by the mediation service equally; the parties shall be responsible for their own attorneys' fees incurred as a result of mediation.
- C. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary.
- D. **Assignment.** Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- E. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.
- F. **Entire Agreement.** The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.
- G. **Compliance with Laws.** The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
FACILITIES

- H. Public Records Act.** The Vendor acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Vendor in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Snoqualmie. As such, the Vendor agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.
- I. City Business License Required.** Prior to commencing the Work, and every January thereafter for the Term of this Agreement, Contractor agrees to provide proof of a current city of Snoqualmie business license and payment of all applicable business and occupation taxes pursuant to Chapters 5.04 and 5.08 of the Snoqualmie Municipal Code.
- J. Counterparts and Signatures by Fax or Email.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.
- K. Jurisdiction/Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Contract shall be brought in King County Superior Court, King County, Washington.
- L. Attorneys' Fees.** In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Contract, the prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs and any such fees or costs incurred on appeal.
- M. Exclusivity.** Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
FACILITIES

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below. All acts consistent with the authority of this Agreement and prior to its effective date are ratified and affirmed, and the terms of the Agreement shall be deemed to have applied.

**Contractor**

By:

Print Name: 0 E 9 L,,Its t?oDate: 1/10/22**Notices to be sent to:**


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**City of Snoqualmie**By: Mayor Katherine Ross

Print Name: Katherine Ross

Its Mayor

Date: 2/3/2022**Notices to be sent to:**


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**Attest:**


Deborah A. Estrada, City Clerk

**Approved as to form by:**


Bob Steroank, City Attorney

# Council Agenda Bill

## AB Number

AB25-118

## Agenda Bill Information

### Title\*

Amendment of Landscape Maintenance Agreement for Mini Parks

### Action\*

Motion

### Council Agenda Section

Committee Report

### Council Meeting Date\*

11/24/2025

### Staff Member

Philip Bennett

### Department\*

Public Works

### Committee

Parks and Public Works

### Committee Date

11/18/2025

### Exhibits

Packet Attachments - if any

2026 Landscape Contract Amendment -Mini Parks.docx

161.32KB

Res 1738 Landscape Mini Parks.docx

18.01KB

## Summary

### Introduction\*

Brief summary.

The City's agreement with AtWork Commercial Enterprises for landscape maintenance services to maintain Mini Parks expires on 12/31/2025. This agenda bill recommends extending the agreement until 12/31/2026.

### Proposed Motion

Move to approve Resolution 1738 Amendment No. 2 to the Agreement for Landscape Maintenance Services for Mini Parks

### Background/Overview\*

What was done (legislative history, previous actions, ability to hyperlink)

The City has relied on landscape contractors for several years to maintain landscaped areas in 29 Parks. These are mostly mini parks scattered throughout Snoqualmie which provide residents with recreation and play areas close to their homes. On 1/10/2022, the City Council approved [Resolution 1600](#) awarding a [Landscape Maintenance Contract](#) to AtWork Commercial Enterprises for this purpose. On 12/9/2024, the

City Council approved [Amendment No. 1](#) to the contract, which included additional areas to be maintained and extended the contract until 12/31/2025. Staff are satisfied with the performance of the Contractor in 2025.

### Analysis\*

Amendment No.2 to the landscape maintenance agreement for Mini Parks extends the existing contract until 12/31/2026, with no change in the scope of work. The amendment includes a cost increase of 2.8% for 2026, based on the Seattle-Tacoma-Bellevue Consumer Price Index from August 2024-August 2025. In 2026, we plan on re-bidding all three landscape contracts, concurrent with preparation of the 2027-2028 Biennial Budget.

### Budgetary Status\*

Funds have already been authorized in the current biennial budget.

### Budget Summary

The second amendment to the AtWork contract is equal to \$239,989 for 2026 Mini Parks landscaping services. These expenditures were incorporated in the 2025-26 Biennial Budget within Parks & Streets Maintenance (#001), with a total Services budget of \$3,484,201. Currently, \$1,595,962 has been spent, with \$84,205 in outstanding contract value, as shown below or on the following page.

With the addition of the AtWork contract of \$239,989, the remaining Services biennial budget appropriation is \$1,564,045. Therefore, sufficient appropriation exists within the 2025-2026 Biennial Budget to fund the contract.

### Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
\$239,989.00	\$3,484,201.00	\$0.00

### Fiscal Impact Screenshot

#### Parks & Streets Maintenance - Services

2025-2026 Biennial Budget	Parks & Streets Maintenance (#001)
Beginning Budget	\$ 3,484,201
Expenditures	\$ (1,595,962)
Outstanding Contract Value	\$ (84,205)
Current Available Budget	\$ 1,804,034
Value of this Contracts (AB25-118)	\$ (239,989)
Available Budget after Contract (AB25-118)	\$ 1,564,045

**RESOLUTION NO. 1738****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNOQUALMIE WASHINGTON, AUTHORIZING AMENDMENT NO. 2 WITH ATWORK COMMERCIAL ENTERPRISES TO THE LANDSCAPE MAINTENANCE AGREEMENT FOR MINI PARKS.**

**WHEREAS**, the City of Snoqualmie owns many neighborhood mini parks that provide residents with recreational and play opportunities close to their homes; and

**WHEREAS**, these parks require frequent maintenance to ensure both their beauty, functional benefits, and cleanliness; and

**WHEREAS**, the City entered into an agreement with AtWork Commercial Enterprises on February 3, 2022. The initial term of the agreement was in effect until December 31, 2024, for landscape maintenance services for maintenance of these areas; and

**WHEREAS**, the agreement contains a provision that allows the City to extend the agreement for up to two (2), one (1) year terms, and

**WHEREAS**, the City opted to extend the agreement for 2025 for another year, with an effective date until December 31, 2025; and

**WHEREAS**, the City is satisfied with the Contractor's performance, and wishes to extend the agreement for 2026, with a new effective date until December 31, 2026.

**NOW, THEREFORE, BE IT RESOLVED:** by the City Council of the City of Snoqualmie, Washington, as follows: The Mayor is hereby authorized to sign Amendment No. 2 to the Landscape Maintenance Agreement for Mini Parks with AtWork Commercial Enterprises.

**PASSED** by the City Council of the City of Snoqualmie, Washington, this 24<sup>th</sup> day of November 2025.

---

Katherine Ross, Mayor

Attest:

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Deana Dean, City Clerk



CITY OF SNOQUALMIE  
 AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES  
 Contract Amendment No. 2  
 Mini-Parks

This Amendment No. 2 to Agreement for Landscape Maintenance Services is entered into this \_\_\_\_ day of December, 2025, with an effective date of January 1<sup>st</sup>, 2026 by and between the City of Snoqualmie, a Washington municipal corporation (“City”) and AtWork Commercial Enterprises, LLC (“Contractor”). City and Contractor are collectively referred to herein as “the Parties.”

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

**Section 3. Compensation Amended.** Section 3 of the February 3, 2022 Agreement (“Compensation”) is hereby amended to increase the 2026 compensation by 2.8% from \$233,452 (Compensation from Amendment 1 in 2025) to \$239,988.66

**Section 7. Term Amended.** Section 7 of the February 3, 2022 Agreement “Term and Termination” is hereby amended to extend the Agreement term through December 31, 2026.

CITY OF SNOQUALMIE:

CONSULTANT:

By: \_\_\_\_\_  
 Katherine Ross, Mayor

By: \_\_\_\_\_  
 AtWork Commercial Enterprises, LLC.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
 Deana Dean, City Clerk

Approved as to Form

\_\_\_\_\_  
 Dena Burke, City Attorney



CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
MINI PARKS

Section 00 05 00

**LANDSCAPE MAINTENANCE AGREEMENT-MINI PARKS**

THIS AGREEMENT is made by and between the City of Snoqualmie, a Washington municipal corporation (hereinafter the "City"), and AtWork Commercial Enterprises, LLC., organized under the laws of the State of Washington, located and doing business at 1935 152<sup>nd</sup> Pl NE, Bellevue, Washington (hereinafter the "Contractor" or "Vendor").

- 1. DESCRIPTION OF WORK.** The Contractor shall do all the work and furnish all labor, materials, tools and equipment for the performance of the work (the "Work") in full compliance with the contract documents entitled **2022-2024 Landscape Maintenance (Mini Parks)** ("Contract Documents"), including this Agreement, Invitation to Bid, Instructions to Bidders, General Provisions, Specifications for Landscape Maintenance, Prevailing Wage Rate Requirements, Bid Form and Bid Schedules, Bid Guarantee Bond, Bidder Qualification/Responsibility Information, Performance and Payment Bond, Executed Retainage Forms, and Appendices A-C, all of which are incorporated by reference and made a part of this Agreement.
  
- 2. TIME OF COMPLETION.** Upon the effective date of this Agreement, Vendor shall commence work, and complete the work and provide all goods, materials, and services according to the intervals and on the schedule set forth in the Contract Documents.
  
- 3. COMPENSATION.** The City shall pay the Vendor an amount not to exceed the amount of \$209,959.49 in year 2022, \$209,959.49 in year 2023, and \$209,959.49 in year 2024, including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Agreement. The City shall pay the Vendor the annual "not to exceed amount" in twelve (12) equal monthly installments per year.
  - A. Defective or Unauthorized Work.** The City reserves its right to withhold payment :from Vendor and to assess penalties for any defective, incomplete or unauthorized goods, materials or services, as described in the General Provisions. In the event of errors or omissions by the Vendor in the performance of any Work required under this Contract, the Vendor shall make any and all necessary corrections without additional compensation.
  
  - B. Replacement Work.** If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services :from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement :from any and all amounts due or to become due the Vendor.

Approved by Resolution No. 1600  
City Council Meeting - January 10, 2022

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
MINI PARKS

4. **CHANGES.** The City reserves the right to direct Vendor to change the frequency of services, add services or deduct services, as described in the General Provisions. In the event of any such changes, the City will adjust the monthly fee paid to Vendor to reflect the changes. All change directives will be issued in writing, and all services changes shall be itemized separately in the Vendor's monthly invoice.
  
5. **INVOICING AND PAYMENT.** The Vendor shall submit a monthly invoice on the last day of the month to the Parks and Public Works Department. Each invoice must contain an invoice number, site name, billing period, amount due for each site, and Washington Sales Tax if applicable. Each invoice must itemize any changes due to addition or deduction of services, or to changes in service frequency. Each invoice must also be accompanied by properly filled-out Supervisor's Inspection Reports. Any submitted invoice that is not accompanied by the Supervisor's Inspection Reports will not be processed.
  
6. **PREVAILING WAGES.** Vendor shall file a Statement of Intent to Pay Prevailing Wages with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. At the completion of the Work, Vendor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.
  
7. **TERM AND TERMINATION.**
  - A. **Term.** This Agreement shall remain in effect until December 31, 2024 ("Initial Term"). At the City's option, this Agreement may be extended for up to two (2) one-year terms. Compensation for the renewal terms shall be the amount paid per month for the last twelve (12) months of the Initial Term plus an increase equal to the annual increase in the Consumer Price Index for Seattle-Bremerton for each year of the renewal term(s).
  
  - B. **Termination.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement. In addition, the City has a right to immediately terminate this Contract upon written notice to the Vendor if: (1) the Vendor fails to comply with any provisions of this Contract and fails to timely cure the deficiency, as described in the General Provisions; or (2) the Vendor becomes insolvent or is adjudged bankrupt.
  
8. **WARRANTY.** Vendor warrants that it will faithfully and satisfactorily perform all work provided under this Agreement in accordance with the provisions of this Agreement and further warrants that the Work shall be free from defects in workmanship and material.

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
**MINI PARKS**

The Vendor shall promptly correct all defects in workmanship and materials: (1) when Vendor knows or should have known of the defect, or (2) upon Vendor's receipt of notification from the City of the existence or discovery of the defect.

**9. INDEMNIFICATION.** Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence. The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification. It is further specifically and expressly understood that the indemnification provided herein constitutes the vendor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. In the event Vendor refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Vendor's part, then Vendor shall pay all the City's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Vendor's part. The provisions of this section shall survive the expiration or termination of this Agreement.

**10. INDEPENDENT CONTRACTOR.** The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with Ch. 51.08 RCW, the parties make the following representations:

- A. The Vendor has the ability to control and direct the performance and details of its work, the City being interested primarily in the results obtained under this Agreement.
- B. The Vendor maintains and pays for its own place of business from which Vendor's services under this Agreement will be performed.
- C. The Vendor has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained Vendor's services, or the Vendor is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.
- D. The Vendor is responsible for filing as they become due all necessary tax documents with appropriate federal, state and local agencies, including the Internal Revenue Service, the state Department of Revenue and the City of Snoqualmie.
- E. The Vendor has registered and/or licensed its business and established an account with the state Department of Revenue, the City of Snoqualmie and other state and/or

**CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
MINI PARKS**

local agencies as may be required by Vendor's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington and a business license from the City of Snoqualmie.

- F.** The Vendor maintains a set of books dedicated to the expenses and earnings of its business.
- 11. BOND.** Contractor shall provide a performance and payment bond for the faithful performance and payment of all its obligations under this Contract and in accordance with RCW 39.08.010. The performance bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the City on account of such defects, discovered within one (1) year after final acceptance by the City.
- 12. RETAINAGE.** The City shall retain monies as required by RCW 60.28 and pay the retainage as provided therein.
- 13. DISCRIMINATION.** In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- 14. LIMITATION OF ACTIONS.** Vendor must file any lawsuit arising from or connected with this Agreement within 120 days from the date the contract work is complete or vendor's ability to file that suit shall be forever barred. This section further limits any applicable statutory limitations period.
- 15. INSURANCE.** A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.
- A. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
- B. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence and at least \$5,000,000 in the annual

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
**MINI PARKS**

aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

- C.** Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
- D.** Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.
- E.** Pollution Liability insurance in the amount of \$1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean up costs and the loss of use of tangible property that has not been physically injured or destroyed.
- F.** Each policy shall contain a provision\_ that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.
- G.** Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.
- H.** Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

**CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
MINI PARKS**

**16. JOB SAFETY.** All work done shall be done in a manner that minimizes interruptions or inconvenience to the public and/or City staff. All work shall be carried on with due regard for the safety of the public, and Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Highways. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock, and other matter. Contractor will be responsible for daily and final clean up and disposal of refuse, waste and debris produced by its operation. Should the City determine Contractor is not fulfilling its obligation in this regard, the City reserves the right to take such action as may be necessary, and to charge Contractor with any costs that may be incurred in such remedial action.

- A. Work performed at Vendor's risk.** Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

**17. MISCELLANEOUS PROVISIONS.**

- A. Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- B. Resolution of Disputes and Governing Law.** If any dispute, controversy, or claim arises out of this Contract, the parties agree to first try to settle the dispute, controversy, or claim in non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear all expenses charged by the mediation service equally; the parties shall be responsible for their own attorneys' fees incurred as a result of mediation.
- C. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary.
- D. Assignment.** Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.



CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
**MINI PARKS**

- E. Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.
- F. Entire Agreement.** The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.
- G. Compliance with Laws.,\_** The Vendor agrees to c,omply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.
- H. Public Records Act.** The Vendor acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Vendor in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Snoqualmie. As such, the Vendor agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.
- I. City Business License Required.** Prior to commencing the Work, and every January thereafter for the Term of this Agreement, Contractor agrees to provide proof of a current city of Snoqualmie business license and payment of all applicable business and occupation taxes pursuant to Chapters 5.04 and 5.08 of the Snoqualmie Municipal Code.
- J. Counterparts and Signatures by Fax or Email.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.
- K. Jurisdiction/Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Contract shall be brought in King County Superior Court, King County, Washington.
- L. Attorneys' Fees.** In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Contract, the

**CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
MINI PARKS**

prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs and any such fees or costs incurred on appeal.

**M. Exclusivity.** Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

**IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below. All acts consistent with the authority of this Agreement and prior to its effective date are ratified and affirmed, and the terms of the Agreement shall be deemed to have applied.**

**Contractor**


By: 

Print Name:  / A

Its  C>

Date:  G"O-z:l-

**City of Snoqualmie**

By:  QSS

Print Name: Katherine Ross

Its Mayor

Date: 2/3/2022

**Notices to be sent to:**

\_\_\_\_\_  
\_\_\_\_\_

**Notices to be sent to:**

\_\_\_\_\_  
\_\_\_\_\_

**Attest:**



Deborah A. Estrada, City Clerk

**Approved as to form by:**



# Council Agenda Bill

## AB Number

AB25-119

## Agenda Bill Information

### Title\*

Amendment of Landscape Maintenance Agreement for Snoqualmie Parkway & other Rights of Way

### Action\*

Motion

### Council Agenda Section

Committee Report

### Council Meeting Date\*

11/24/2025

### Staff Member

Philip Bennett

### Department\*

Public Works

### Committee

Parks and Public Works

### Committee Date

11/18/2025

### Exhibits

Packet Attachments - if any

2026 Landscape Contract Amendment- ROW.docx

130.18KB

Res 1737 Landscape Parkway & other Rights-of-Way.docx

15.61KB

## Summary

### Introduction\*

Brief summary.

The City's agreement with AtWork Commercial Enterprises for landscape maintenance services to maintain Snoqualmie Parkway and other Rights-of-Way expires on 12/31/2025. This agenda bill recommends extending the agreement until 12/31/2026.

### Proposed Motion

Move to approve Resolution 1737 Amendment No. 2 to the Agreement for Landscape Maintenance Services for Snoqualmie Parkway & other Right-of-Ways

### Background/Overview\*

What was done (legislative history, previous actions, ability to hyperlink)

The City has relied on landscape contractors for several years to maintain landscaped areas along major rights-of-way - including Snoqualmie Parkway, Hwy 202, and arterial roads in Snoqualmie Ridge Phase II (SR II). These landscapes provide aesthetic appeal to residents and visitors and also function for stormwater management. On 1/10/2022, the City Council approved [Resolution 1599](#) awarding a [Landscape](#)

[Maintenance Contract](#) to AtWork Commercial Enterprises for this purpose. On 12/9/2024, the City Council approved [Amendment 1](#) to the contract, which included additional areas to be maintained, and extended the contract until 12/31/2025. Staff are satisfied with the performance of the Contractor in 2025.

### Analysis\*

Amendment No.2 to the landscape maintenance agreement for Snoqualmie Parkway and other Rights-of-Way extends the existing contract until 12/31/2026, with no change in the scope of work. The amendment includes a cost increase of 2.8% for 2026, based on the Seattle-Tacoma-Bellevue Consumer Price Index from August 2024-August 2025. In 2026, we plan on re-bidding all three landscape contracts, concurrent with preparation of the 2027-2028 Biennial Budget.

### Budgetary Status\*

Funds have already been authorized in the current biennial budget.

### Budget Summary

The second amendment to the AtWork contract is equal to \$275,387 for 2026 Snoqualmie Parkway and other right-of-way landscaping services. These expenditures were incorporated within the 2025-26 Biennial Budget in two separate funds, including Parks and Streets Maintenance (#001) and the Stormwater Operations Fund (#403), with a respective Services budget of \$3,484,201 and \$2,546,682. Within Parks & Streets Maintenance (#001), \$1,595,962 has been spent during the biennium. For Stormwater Operations (#403), \$938,221 has been spent during the biennium. Currently, \$84,205 in outstanding Parks & Streets Maintenance (#001) contract value and \$78,556 in outstanding Stormwater Operations (#403) contract value exists for these funds, as shown below or on the following page.

With the addition of the AtWork contract, \$82,616, or 30%, of which is allocated to Parks & Streets Maintenance and \$192,771, or 70%, of which is allocated to Stormwater Operations, the remaining Services biennial budget appropriation for these two categories is \$1,721,418 within Parks & Streets Maintenance (#001) and \$1,337,134 within Stormwater Operations (#403). Therefore, sufficient appropriation exists within the 2025-2026 Biennial Budget to fund the contract.

### Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
\$275,387.00	\$6,030,883.00	\$0.00

### Fiscal Impact Screenshot

#### Parks & Streets Maintenance (#001) and Stormwater Operations (#403) - Services

	Parks & Streets Maintenance (#001)	Stormwater Operations (#403)	Combined
<b>2025-2026 Biennial Budget</b>			
Beginning Budget	\$ 3,484,201	\$ 2,546,682	\$ 6,030,883
Expenditures	\$ (1,595,962)	\$ (938,221)	\$ (2,534,183)
Outstanding Contract Value	\$ (84,205)	\$ (78,556)	\$ (162,761)
Current Available Budget	\$ 1,804,034	\$ 1,529,905	\$ 3,333,939
 Value of these Contracts (AB25-119)	 \$ (82,616)	 \$ (192,771)	 \$ (275,387)
Available Budget after Contract	\$ 1,721,418	\$ 1,337,134	\$ 3,058,552

**RESOLUTION NO. 1737****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNOQUALMIE WASHINGTON, AUTHORIZING AMENDMENT NO. 2 TO THE LANDSCAPE MAINTENANCE AGREEMENT WITH ATWORK COMMERCIAL ENTERPRISES FOR SNOQUALMIE PARKWAY AND OTHER RIGHTS-OF-WAY**

**WHEREAS**, the City of Snoqualmie owns extensive rights-of-way containing landscaped areas that provide benefits to citizens including stormwater management and aesthetic appeal; and

**WHEREAS**, these landscaped areas in rights-of-way require frequent maintenance to ensure both their beauty and functional benefits; and

**WHEREAS**, the City entered into an agreement with AtWork Commercial Enterprises on February 2, 2022. The initial term of the agreement was in effect until December 31, 2024, for landscape maintenance services for maintenance of these areas; and

**WHEREAS**, the agreement contains a provision that allows the City to extend the agreement for up to two (2) one (1)-year terms; and

**WHEREAS**, the City opted to extend the agreement for 2025 for another year, with an effective date until December 31, 2025; and

**WHEREAS**, the City is satisfied with the Contractor's performance, and wishes to extend the agreement for 2026, with a new effective date until December 31, 2026.

**NOW, THEREFORE, BE IT RESOLVED:** The Mayor is hereby authorized to sign Amendment No. 2 to the Landscape Maintenance Agreement for Snoqualmie Parkway and other rights-of-way with AtWork Commercial Enterprises attached as Exhibit A.

**PASSED** by the City Council of the City of Snoqualmie, Washington, this 24<sup>th</sup> day of November 2025.

---

Katherine Ross, Mayor

Attest:

---

Deana Dean, City Clerk

CITY OF SNOQUALMIE  
 AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES  
 Contract Amendment No. 2  
 Snoqualmie Parkway & Other ROW's

This Amendment No. 2 to Agreement for Landscape Maintenance Services for Snoqualmie Parkway and other Rights of Way is entered into this \_\_\_\_day of December, 2025 with an effective date of January 1st, 2026 by and between the City of Snoqualmie, a Washington municipal corporation ("City") and AtWork Commercial Enterprises, LLC ("Contractor"). City and Contractor are collectively referred to herein as "the Parties."

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

**Section 3. Compensation Amended.** Section 3 of the February 3, 2022 Agreement ("Compensation") is hereby amended to increase the 2026 compensation by 2.8% from \$267,886 (Compensation from Amendment 1 in 2025) to \$275,386.81

**Section 7. Term Amended.** Section 7 of the February 3, 2022 Agreement "Term and Termination" is hereby amended to extend the Agreement term through December 31, 2026.

CITY OF SNOQUALMIE:

CONSULTANT:

By: \_\_\_\_\_  
 Katherine Ross, Mayor

By: \_\_\_\_\_  
 AtWork Commercial Enterprises, LLC.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
 Deana Dean, City Clerk

Approved as to Form

\_\_\_\_\_  
 Dena Burke, City Attorney





CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
SNOQUALMIE PARKWAY & OTHER RIGHTS OF WAY

**Section 00 05 00**

**LANDSCAPE MAINTENANCE AGREEMENT  
SNOQUALMIE PARKWAY & OTHER RIGHTS OF WAY**

THIS AGREEMENT is made by and between the City of Snoqualmie, a Washington municipal corporation (hereinafter the "City"), and AtWork Commercial Enterprises, LLC., organized under the laws of the State of Washington, located and doing business at 1935 152<sup>nd</sup> Pl NE, Bellevue, Washington (hereinafter the "Contractor" or "Vendor").

- 1. DESCRIPTION OF WORK.** The Contractor shall do all the work and furnish all labor, materials, tools and equipment for the performance of the work (the "Work") in full compliance with the contract documents entitled **2022-2024 Landscape Maintenance (Snoqualmie Parkway & Other Rights of Way)** ("Contract Documents"), including this Agreement, Invitation to Bid, Instructions to Bidders, General Provisions, Specifications for Landscape Maintenance, Prevailing Wage Rate Requirements, Bid Form and Bid Schedules, Bid Guarantee Bond, Bidder Qualification/Responsibility Information, Performance and Payment Bond, Executed Retainage Forms, and Appendices A-C, all of which are incorporated by reference and made a part of this Agreement.
- 2. TIME OF COMPLETION.** Upon the effective date of this Agreement, Vendor shall commence work, and complete the work and provide all goods, materials, and services according to the intervals and on the schedule set forth in the Contract Documents.
- 3. COMPENSATION.** The City shall pay the Vendor an amount not to exceed the amount of \$243,696.70 in year 2022, \$243,696.70 in year 2023, and \$243,696.70 in year 2024, including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Agreement. The City shall pay the Vendor the annual "not to exceed amount" in twelve (12) equal monthly installments per year.
  - A. Defective or Unauthorized Work.** The City reserves its right to withhold payment from Vendor and to assess penalties for any defective, incomplete or unauthorized goods, materials or services, as described in the General Provisions. In the event of errors or omissions by the Vendor in the performance of any Work required under this Contract, the Vendor shall make any and all necessary corrections without additional compensation.
  - B. Replacement Work.** If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement from any and all amounts due or to become due the Vendor.

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
SNOQUALMIE PARKWAY & OTHER RIGHTS OF WAY

4. **CHANGES.** The City reserves the right to direct Vendor to change the frequency of services, add services or deduct services, as described in the General Provisions. In the event of any such changes, the City will adjust the monthly fee paid to Vendor to reflect the changes. All change directives will be issued in writing, and all services changes shall be itemized separately in the Vendor's monthly invoice.
  
5. **INVOICING AND PAYMENT.** The Vendor shall submit a monthly invoice on the last day of the month to the Parks and Public Works Department. Each invoice must contain an invoice number, site name, billing period, amount due for each site, and Washington Sales Tax if applicable. Each invoice must itemize any changes due to addition or deduction of services, or to changes in service frequency. Each invoice must also be accompanied by properly filled-out Supervisor's Inspection Reports. Any submitted invoice that is not accompanied by the Supervisor's Inspection Reports will not be processed.
  
6. **PREVAILING WAGES.** Vendor shall file a Statement of Intent to Pay Prevailing Wages with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. At the completion of the Work, Vendor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.
  
7. **TERM AND TERMINATION.**
  - A. **Term.** This Agreement shall remain in effect until December 31, 2024 ("Initial Term"). At the City's option, this Agreement may be extended for up to two (2) one-year terms. Compensation for the renewal terms shall be the amount paid per month for the last twelve (12) months of the Initial Term plus an increase equal to the annual increase in the Consumer Price Index for Seattle-Bremerton for each year of the renewal term(s).
  
  - B. **Termination.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement. In addition, the City has a right to immediately terminate this Contract upon written notice to the Vendor if: (1) the Vendor fails to comply with any provisions of this Contract and fails to timely cure the deficiency, as described in the General Provisions; or (2) the Vendor becomes insolvent or is adjudged bankrupt.
  
8. **WARRANTY.** Vendor warrants that it will faithfully and satisfactorily perform all work provided under this Agreement in accordance with the provisions of this Agreement and further warrants that the Work shall be free from defects in workmanship and material.

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
SNOQUALMIE PARKWAY & OTHER RIGHTS OF WAY

The Vendor shall promptly correct all defects in workmanship and materials: (1) when Vendor knows or should have known of the defect, or (2) upon Vendor's receipt of notification from the City of the existence or discovery of the defect.

**9. INDEMNIFICATION.** Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence. The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification. It is further specifically and expressly understood that the indemnification provided herein constitutes the vendor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. In the event Vendor refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Vendor's part, then Vendor shall pay all the City's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Vendor's part. The provisions of this section shall survive the expiration or termination of this Agreement.

**10. INDEPENDENT CONTRACTOR.** The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with Ch. 51.08 RCW, the parties make the following representations:

- A. The Vendor has the ability to control and direct the performance and details of its work, the City being interested primarily in the results obtained under this Agreement.
- B. The Vendor maintains and pays for its own place of business from which Vendor's services under this Agreement will be performed.
- C. The Vendor has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained Vendor's services, or the Vendor is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.
- D. The Vendor is responsible for filing as they become due all necessary tax documents with appropriate federal, state and local agencies, including the Internal Revenue Service, the state Department of Revenue and the City of Snoqualmie.
- E. The Vendor has registered and/or licensed its business and established an account with the state Department of Revenue, the City of Snoqualmie and other state and/or

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
SNOQUALMIE PARKWAY & OTHER RIGHTS OF WAY

local agencies as may be required by Vendor's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington and a business license from the City of Snoqualmie.

**F.** The Vendor maintains a set of books dedicated to the expenses and earnings of its business.

**11. BOND.** Contractor shall provide a performance and payment bond for the faithful performance and payment of all its obligations under this Contract and in accordance with RCW 39.08.010. The performance bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the City on account of such defects, discovered within one (1) year after final acceptance by the City.

**12. RETAINAGE.** The City shall retain monies as required by RCW 60.28 and pay the retainage as provided therein.

**13. DISCRIMINATION.** In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

**14. LIMITATION OF ACTIONS.** Vendor must file any lawsuit arising from or connected with this Agreement within 120 days from the date the contract work is complete or vendor's ability to file that suit shall be forever barred. This section further limits any applicable statutory limitations period.

**15. INSURANCE.** A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

**A.** Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

**B.** Commercial General Liability Insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence and at least \$5,000,000 in the annual

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
SNOQUALMIE PARKWAY & OTHER RIGHTS OF WAY

aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

- C. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
- D. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.
- E. Pollution Liability insurance in the amount of \$1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean up costs and the loss of use of tangible property that has not been physically injured or destroyed.
- F. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.
- G. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.
- H. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
SNOQUALMIE PARKWAY & OTHER RIGHTS OF WAY

**16. JOB SAFETY.** All work done shall be done in a manner that minimizes interruptions or inconvenience to the public and/or City staff. All work shall be carried on with due regard for the safety of the public, and Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Highways. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock, and other matter. Contractor will be responsible for daily and final clean up and disposal of refuse, waste and debris produced by its operation. Should the City determine Contractor is not fulfilling its obligation in this regard, the City reserves the right to take such action as may be necessary, and to charge Contractor with any costs that may be incurred in such remedial action.

- A. Work performed-at Vendor's risk.** Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

**17. MISCELLANEOUS PROVISIONS.**

- A. Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- B. Resolution of Disputes and Governing Law.** If any dispute, controversy, or claim arises out of this Contract, the parties agree to first try to settle the dispute, controversy, or claim in non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear all expenses charged by the mediation service equally; the parties shall be responsible for their own attorneys' fees incurred as a result of mediation.
- C. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary.
- D. Assignment.** Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
SNOQUALMIE PARKWAY & OTHER RIGHTS OF WAY

- E. Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.
- F. Entire Agreement.** The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.
- G. Compliance with Laws.,\_** The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel. engaged in operations covered by this Agreement or accruing out of the performance of those operations.
- H. Public Records Act.** The Vendor acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Vendor in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Snoqualmie. As such, the Vendor agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.
- I. City Business License Required.** Prior to commencing the Work, and every January thereafter for the Term of this Agreement, Contractor agrees to provide proof of a current city of Snoqualmie business license and payment of all applicable business and occupation taxes pursuant to Chapters 5.04 and 5.08 of the Snoqualmie Municipal Code.
- J. Counterparts and Signatures by Fax or Email.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.
- K. Jurisdiction/Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Contract shall be brought in King County Superior Court, King County, Washington.
- L. Attorneys' Fees.** In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Contract, the

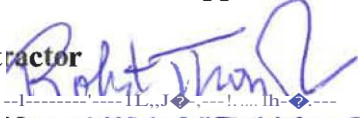
CITY OF SNOQUALMIE  
2022-2024 LANDSCAPE MAINTENANCE  
SNOQUALMIE PARKWAY & OTHER RIGHTS OF WAY

prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs and any such fees or costs incurred on appeal.

**M. Exclusivity.** Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

**IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below. All acts consistent with the authority of this Agreement and prior to its effective date are ratified and affirmed, and the terms of the Agreement shall be deemed to have applied.**

**Contractor**

By:  \_\_\_\_\_

Print Name: Robert Thompson

Its

CEO

**City of Snoqualmie**

By: Katherine Ross

Print Name: Katherine Ross

Its Mayor

Date: 2/3/2022

**Notices to be sent to:**

\_\_\_\_\_  
\_\_\_\_\_

**Notices to be sent to:**

\_\_\_\_\_  
\_\_\_\_\_

**Attest:**



Deborah A. Estrada, City Clerk

**Approved as to form by:**



Bob Sterbank, City Attorney