



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, January 4, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

A. Discussion – Nominations – Deputy Mayor

B. Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)

C. Discussion – Appointing Council Liaisons to City of Edgewood and Regional External Boards and Commissions for the Year 2022

D. Discussion – Strategic Planning Retreat Agenda Topics

E. Discussion – Resolution – Tree Maintenance Contract Amendment

3. OTHER COUNCIL ITEMS

4. ADJOURN

Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Appointing Council Liaisons to City of Edgewood and Regional External Boards and Commissions for the Year 2022	Agenda Item #: 2.C
	For Agenda of: 1/4/2022
	Prepared by: Daryl Eiding
Attachments (list): 1. Resolution Appt to External Boards 2. 2021 Appt to Ext Boards. Ex A. 3. EX B 2021 Council Liasion to COE CommissionsandBoards	
Approval of Materials: Daryl Eiding Rachel Pitzel 12/29/2021 Dave Gray 12/29/2021 Daryl Eiding 12/29/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 01.04.2022 SS Discussion 01.11.2022 RCM Approval

Summary Statement:

There are several opportunities for Councilmembers to serve on local and regional boards, committees, or commissions as a representative of the City of Edgewood and the City Council. Changes in the make-up of the City Council, and in some cases interests among individual members, require the need to update these council liaison assignments from time to time.

It is anticipated that City Council will discuss the list and add or remove any boards, committees or commissions, and make new assignments where applicable.

Once adopted, this list will be provided for each of the organizations designated therein to make them aware of any changes in Edgewood's representation.

Item History:

Recommended Action:

Hold a discussion and provide staff direction to Discussion – Appointing Council Liaisons to City of Edgewood and Regional External Boards and Commissions for the Year 2022

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 22-0xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, PIERCE COUNTY,
WASHINGTON, APPOINTING COUNCIL LIAISONS TO
CITY OF EDGEWOOD AND REGIONAL EXTERNAL
BOARDS AND COMMISSIONS FOR THE YEAR 2022**

WHEREAS, the City Council adopted Resolution 20-0551 to establish a list of City Council representatives to serve on various external Boards, Commissions, Committees and other organizations in 2021, or until a replacement has been selected; and

WHEREAS, the City Council adopted Resolution No. 21-0550 amending the Council Rules of Procedure to provide for Council Liaisons on City and Regional Boards, Committees, and other Bodies; and

WHEREAS, the City Council wishes to establish the 2022 list of appointees to serve as Council Liaisons and representatives on various City and regional boards, commissions, committees, and other organizations;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Regional Board Representatives Appointed. City Council representatives are hereby appointed and/or reappointed to serve on the designated external Board(s), Commission(s), Committee(s) and/or other organization(s) as indicated on the list of Council representatives, attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. City Council Liaisons Appointed. City Council Liaisons are hereby appointed and/or reappointed to serve on the designated City of Edgewood Board(s), Commission(s), and Committee(s), as indicated on the list of Council Liaisons, attached hereto as Exhibit B and incorporated herein by this reference.

Section 3. Appointment Term. The term for the appointments made pursuant to this resolution shall be for the calendar year 2022, or until a replacement is appointed by the City Council.

Section 4. Notice to External Organizations. The Clerk shall provide a copy of this Resolution to organizations named in Exhibit A, as necessary.

Section 5. Effective Date. This Resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 11TH DAY OF JANUARY, 2022

Mayor, Daryl Eiding

ATTEST:

Rachel Pitzel, CMC
City Clerk



2021 Council Representatives

Organization	Representative(s)	2021 Meeting Information
Joint City/County Open Space Taxation Determination Board	<i>Councilmember Tyron Christopherson</i>	Will be Announced <i>Jeff Cox (253) 798-3683</i>
Pierce County Regional Council	<i>Councilmember Nate Lowry Councilmember West (Alt)</i>	Meets the 3 rd Thursday of each month (no meetings in August or December) - 6:00 pm Pierce County Annex (<i>with the exception of the General Assembly meeting</i>) <i>Tiffany Ailment (253) 798-3226</i> <i>*Meeting currently via Zoom</i>
Pierce County Cities & Towns Association	<i>Mayor Daryl Eiding Deputy Mayor Mark Creley (Alt)</i>	Meets the 1 st Thursday of each month – 7:00pm, 6:30pm social hour – Black Bear - Lakewood <i>Paul Loveless, paulloveless@ci.steillcoom.wa.us</i>
Puyallup River Watershed Council	<i>Councilmember Ryan Day</i>	Meets the 4 th Thursday 3pm-5pm at Pierce Conservation District office in Puyallup -January thru October. https://www.piercecountywa.gov/1868/Puyallup-River-Watershed-Council <i>Krystal Kyer, 253-798-2485 - krystal.kyer@piercecountywa.gov</i> <i>*Meeting currently via Zoom</i>
FME Chamber of Commerce	<i>Councilmember Tyron Christopherson Councilmember Colleen Wise (Alt)</i>	Chamber Luncheon Meets the 2 nd Wednesday of each month – 11:30am at 5580 Pacific Hwy E, Fife (Emerald Queen Conf. Center. <i>Lora Butterfield (253) 922-9320 - lorab@fmechamber.org</i> <i>*These meetings are currently suspended due to COVID-19.</i>
Mt. View Edgewood Water Company	<i>Deputy Mayor Mark Creley Councilmember Rosanne Tomyn (Alt)</i>	Meets the 2 nd Wednesday of each month – 6:00pm – as long as it falls on or after the 10 th . If so, default to the next Wednesday. Meets at the Mt. View Edgewood Water Company – <i>Mike Craig, 253-863-7348 – mikec@mtviewwater.com</i> <i>*Meeting currently via Zoom</i>

**South Sound Housing
Affordability Partners Steering
Committee**

Mayor Daryl Eiding

Meets the 1st Friday of each month – 8:30am – 10:00am.
John Howell, john@cedarrivergroup.com
**Meeting currently via Zoom*



2021 Council Liaisons to COE Commission and Boards

COE Boards/Commissions	Council Liaison(s)	Monthly Meeting Information
Planning Commission	Councilmember: <i>Ryan Day</i> Councilmember: <i>Rosanne Tomy (Alt)</i>	Date/Time: 2 nd Monday @ 6:00 p.m. Staff Contacts: <i>Darren Groth, Emily Artech, and Evan Hietpas</i>
Economic Development Advisory Board (EDAB)	Councilmember: <i>Collen Wise</i> Councilmember: <i>Rosanne Tomy (Alt)</i>	Date/Time: 1 st Monday @ 6:00 p.m. Staff Contacts: <i>Darren Groth and Evan Hietpas</i>
Parks & Recreation Advisory Board (PRAB)	Councilmember: <i>Rosanne Tomy</i> Councilmember: <i>Mark Creley (Alt)</i>	Date/Time: 1 st Wednesday @ 6:00 p.m. Staff Contacts: <i>Jeremy Metzler, Matthew Ray, and Jill Schwerzler-Herrera</i>



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Strategic Planning Retreat Agenda Topics	Agenda Item #: 2.D
	For Agenda of: 1/4/2022
	Prepared by: Dave Gray
Attachments (list): 1. CITY OF EDGEWOOD Stat Plan 01042022 Draft Agenda	
Approval of Materials: Dave Gray Rachel Pitzel 12/29/2021 Dave Gray 12/29/2021 Daryl Eidingen 12/29/2021	Expenditure Required: Sunk costs are Staff Time. Amount Budgeted: N/A Timeline: Special Council Meeting January 29, 2022

Summary Statement:

Long term planning is a process most municipal governments use to optimize scarce resource allocations to best achieve the City leaders' goals. These goals cover a wide variety of services, facilities and programs running from basic public safety and infrastructure management to public inclusion and quality of life efforts. Long term, or strategic planning serves as the foundation for building longer term business plans, tactical solutions for service and community challenges and to optimize short term opportunities as they present in between strategic plan updates. It helps the community understand the vision of City leaders, value the deployment of resources, have a voice in the "how" efforts are funded and give longer-term guidance on the pace the City is capable of making improvements and sustainable change.

Item History:

Recommended Action:

Discuss the potential for how this initial effort would best be served with additional efforts to bring greater definition to needs, wants, options for attaining greater community input and equity, more granular specifics of the "what" and preferences on the "how" (local vs regional efforts) to include funding sources.

Fiscal Note/Consideration:

Working Draft Agenda 1/04/22

- EMERGENCY PREPAREDNESS-2022/23 PLAN BUILD
- ESTABLISHING LEVELS OF SERVICE
- CREATING SUSTAINABILITY

Note: None of these “50-thousand-foot level” discussion topics can be effectively discussed without examining them through the lens of equitable inclusive community voice.

The Wednesday group has put some effort into a greater detailed agenda for the meeting on January 29th, to help explore the City’s ability to be prepared for emergencies. To better define general agreements on service levels, and to discuss in this meeting and more likely, in follow on meetings with Council and with the community as a whole. Those discussions could be designed to give more definition to options for services, programs and quality of life opportunities as well as to model costs and discuss how to pay for them. The mayor is asking council to review these broad stroke suggestions and give him feedback on this first Strategic Plan building step.



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – Tree Maintenance Contract Amendment	Agenda Item #: 2.E
	For Agenda of: 1/4/2022
	Prepared by: Jeremy Metzler
Attachments (list): 1. Purchased Services Agreement_Bob's Property Solutions, INC_012219 2. DRAFT Resolution - First Amendment to Contract 3. DRAFT FIRST AMENDMENT - PSA - Bob's (CLEAN)	
Approval of Materials: Jeremy Metzler Rachel Pitzel 12/28/2021 Dave Gray 12/29/2021 Daryl Eidinger 12/29/2021	Expenditure Required: up to \$53,829.81 Amount Budgeted: \$100,000 (2022) Timeline: 01/04/2022 SS 01/11/2022 RCM

Summary Statement:

The City Council passed Resolution 19-0443 on January 22, 2019, authorizing execution of the attached agreement with Bob's Property Solutions, Inc. ("Contractor") for ordinary maintenance of trees throughout the City. Since the Agreement was executed, the City and Contractor have worked together very well to perform necessary work as requested, within reasonable and agreed-upon timeframes.

Due to lack of responses to a public works solicitation for a new three-year contract term, as well as other constraints widely experienced nationwide during the ongoing Covid-19 Pandemic, the City has been unable to obtain a newly executed public works contract before this agreement expires. Staff wishes to avoid a gap in this service, which frequently involves minimal notice to the contractor for emergency services as a result of conditions arising from inclement weather. Therefore, staff has worked with the Contractor to prepare the attached draft resolution and amendment, for Council's review and consideration.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – Resolution – Tree Maintenance Contract Amendment

Fiscal Note/Consideration:

A total of \$96,170.19 has been spent under this contract since January 2019. The proposed amendment would

increase the maximum allowable amount under this contract to \$150,000 through September 2022. This would allow up to \$53,829.81 of the \$100,000 budgeted for vegetation management in 2022 to be spent under this contract.

**PURCHASED SERVICES AGREEMENT
FOR
ORDINARY MAINTENANCE
between the City of Edgewood and
BOB'S PROPERTY SOLUTIONS, INC.**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and BOB'S PROPERTY SOLUTIONS, INC., a corporation organized under the laws of the State of Washington, located and doing business at 11012 Canyon Rd. E., STE 8-400, Puyallup, WA 98373 (hereinafter the "Vendor").

AGREEMENT

I. DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City:

Tree falling as requested by the City pursuant to a Work Order.

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.

II. TIME OF COMPLETION. The TERM of the agreement shall be three (3) years unless terminated pursuant to article VI.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00), including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Agreement. The City shall pay the Vendor the following amounts according to the following schedule:

Charge for falling, chipping, removal and clean-up: \$437.50 Per Hour, with a Four (4) hour minimum per day called out.

Additional charges: Stump Grinder \$250/hour
Brush Mower \$500/hour

Vendor will submit invoice after work is complete.

The City will endeavor to process vendor's invoice promptly and in no instance will a properly authorized and presented invoice, that is not disputed, be paid later than 30 days after receipt.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. 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 with other sources, from any and all amounts due or to become due the Vendor.
- B. Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Vendor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

V. TERMINATION. Either party may terminate this Agreement with 30 days' notice, with or without cause, written notice at its address set forth on the signature block of this Agreement.

VI. CHANGES. The City may issue a written change order for any change in the goods, materials or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that a change order is necessary, Vendor must submit a written change order request to the person listed in the notice provision section of this Agreement, section XIV(D), within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Vendor fails to require a change order within the time allowed, the Vendor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Vendor disagrees with the

equitable adjustment, the Vendor must complete the change order work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VII, Claims, below.

The Vendor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VII. CLAIMS. If the Vendor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
 - 1. The date of the Vendor's claim;
 - 2. The nature and circumstances that caused the claim;
 - 3. The provisions in this Agreement that support the claim;
 - 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 - 5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

- B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VIII. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR 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.

IX. WARRANTY. This Agreement is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

X. 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.

XI. 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.

The provisions of this section shall survive the expiration or termination of this Agreement.

XII. INSURANCE. The Vendor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in Exhibit B, attached and incorporated by this reference.

XIII. 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.

XIV. MISCELLANEOUS PROVISIONS.

A. Recyclable Materials. Pursuant to Chapter 3.80 of the Edgewood City Code, the City requires its contractors and consultants to use recycled and recyclable products whenever practicable. A price preference may be available for any designated recycled product.

B. 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.

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

D. 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. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. 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.

F. 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.

G. 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.

H. 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.

I. Counterparts. 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.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

VENDOR: By:  (signature) Print Name: <u>Bob Smith</u> Its <u>President</u> DATE: _____	CITY OF EDGEWOOD: By:  (signature) Print Name: <u>Daryl Eidinger</u> Its <u>Mayor</u> DATE: <u>1-23-19</u>
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NOTICES TO BE SENT TO: VENDOR: Bob Smith Bob's Property Solutions, Inc. 11012 Canyon Rd. E., STE 8-400 Puyallup, WA 98373 253-651-7494	NOTICES TO BE SENT TO: CITY OF EDGEWOOD: City Clerk City of Edgewood 2224 104th Avenue East Edgewood, WA 98372-1513 (253)952.3299(telephone) cityclerk@cityofedgewood (email)
	APPROVED AS TO FORM:  City Attorney, Carol Morris

EXHIBIT B INSURANCE REQUIREMENTS

Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

Revised 2/26/15

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

RESOLUTION NO. 19-0443

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EDGEWOOD, PIERCE COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE
SERVICE AGREEMENT WITH BOB'S PROPERTY
SOLUTIONS FOR ON-CALL TREE REMOVAL &
MITIGATION**

WHEREAS, the City Council is aware of the need for periodic and/or emergency tree removal or mitigation (liming/trimming); and

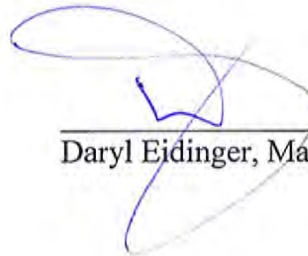
WHEREAS, Bob's Property Solutions has performed both emergency and maintenance tree removal and mitigation for the City in years past promptly and at a competitive cost; and

WHEREAS, the City sought and received cost and availability for on-call tree removal and mitigation services from several providers and determined it was in the interest of the City to utilize Bob's due to prior experience with costs that were reasonable and most importantly Bob's track record for availability during an emergency event.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a multi-year purchased services agreement with Bob's Property Solutions, attached hereto and incorporated herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 22ND DAY OF JANUARAY, 2019.



Daryl Eidinger, Mayor

ATTEST:



Rachel Pitzel, City Clerk

RESOLUTION NO. 22-0xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO A
FIRST AMENDMENT TO THE AGREEMENT WITH
BOB'S PROPERTY SOLUTIONS, INC. DATED
JANUARY 23, 2019**

WHEREAS, by passing Resolution 19-0443 on January 22, 2019, the City Council authorized execution of an Agreement with Bob's Property Solutions, Incorporated ("Contractor") for ordinary maintenance of trees throughout the City (the "Contract" or "Agreement"); and

WHEREAS, since the Agreement was executed, the City and Contractor have worked together very well to perform necessary work as requested, within reasonable and agreed-upon timeframes; and

WHEREAS, due to lack of responses to a public works solicitation for a new three-year contract term, as well as other constraints widely experienced nationwide during the ongoing Covid-19 Pandemic, the City has been unable to obtain a newly executed public works contract before this Agreement expires; and

WHEREAS, the City wishes to avoid a gap in this service, which frequently involves minimal notice to the contractor for emergency services as a result of conditions arising from inclement weather; and

WHEREAS, the parties have agreed to amend the Agreement as set forth in Exhibit A hereto;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to enter into the First Amendment to Purchased Services Agreement between the City of Edgewood and Bob's Property Solutions, Inc., in substantially the same form as attached to this resolution and incorporated herein as Exhibit A.

Section 2. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 11TH DAY OF JANUARY, 2022.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A

First Amendment to the Purchased Services Agreement for Ordinary Maintenance
Between The City of Edgewood and Bob's Property Solutions, Inc.
for Citywide Tree Maintenance

DRAFT

**FIRST AMENDMENT TO
PURCHASED SERVICES AGREEMENT FOR ORDINARY MAINTENANCE
BETWEEN THE CITY OF EDGEWOOD AND
BOB'S PROPERTY SOLUTIONS, INC. FOR
CITYWIDE TREE MAINTENANCE**

Section I. Date and Parties.

This document ("First Amendment"), is dated the 11th day of January, 2022, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation ("City") and Bob's Property Solutions, Inc., a Washington State Corporation ("Contractor"). This First Amendment modifies portions of the Purchased Services Agreement by and between the City and Contractor that was executed on January 23, 2019 (the "Agreement").

Section II. General Recitals.

A. The City and Contractor entered into the Agreement for the purposes of allowing the Contractor to perform the work described therein (tree falling).

B. Since the Agreement was executed, the City and Contractor have worked together very well to perform necessary work as requested, within reasonable and agreed-upon timeframes.

C. Due to lack of responses to a public works solicitation for a new three-year contract term, as well as other constraints widely experienced nationwide during the ongoing Covid-19 Pandemic, the City has been unable to obtain a newly executed public works contract before this Agreement expires.

D. The City wishes to avoid a gap in this service, which frequently involves minimal notice to the contractor for emergency services as a result of conditions arising from inclement weather, and therefore the parties have now agreed to amend the Agreement as set forth in this First Amendment.

Section III. Amendments to the Agreement.

A. Section II. Time of Completion. Section II of the original agreement is hereby amended to read as follows:

The TERM of the agreement shall be ~~three (3) years~~ through September 30, 2022, unless terminated pursuant to ~~article VI~~ Section V.

B. Section III. Compensation. Section III of the original Agreement is hereby amended to read as follows:

The City shall pay the Vendor an amount not to exceed ~~Seventy-Five Thousand Dollars (\$75,000.00)~~ One-Hundred Fifty Thousand Dollars (\$150,000.00),

First Amendment to January 23, 2019 Agreement with Bob's Property Solutions, Inc.

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City

Contractor

including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Agreement. The City shall pay the Vendor the following amounts according to the following schedule:

- Charge for falling, chipping, removal and clean-up: ~~\$437.50~~ \$481.25 Per Hour, with a Four (4) hour minimum charge per day called out.
- Additional charges:
 - Stump Grinder \$250/hour
 - Brush Mower ~~\$500~~ \$250/hour

Vendor will submit invoice after work is complete. ...

C. Notices (page 7). This section of the original Agreement is hereby replaced to read as follows:

Notices to be sent to the Contractor:

Bob's Property Solutions, Inc.
c/o Bob Smith
11012 Canyon Rd E, Suite 8-400
Puyallup, WA 98373
(253) 651-7494
emailbobs@gmail.com

Notices to be sent to the City:

City of Edgewood
c/o Rachel Pitzel, City Clerk
2224 104th Avenue East
Edgewood, WA 98372
(253) 952-3299
rachel@cityofedgewood.org

Section IV. Other Terms Unchanged. All other terms of the Agreement remain unchanged and enforceable. The First Amendment is intended to modify the terms and conditions of the original Agreement only insofar as such modifications are set forth in this Amendment; all other provisions shall remain unchanged and in full effect. In the case of any conflict between the terms of the Agreement and First Amendment, the provisions of this First Amendment shall control.

DATED: This 11th day of January, 2022.

CITY OF EDGEWOOD

CONTRACTOR

By: _____
Printed Name: Daryl Eidinger
Its: Mayor
Date: _____

By: _____
Printed Name: _____
Its: _____
Date: _____, 2022

ATTEST:

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

City Attorney, Ann Marie Soto