



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

CASHMERE CITY COUNCIL MEETING MONDAY, DECEMBER 9, 2019 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- November Financial report is on the website
- Oath of Office

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of November 25, 2019 Regular Council Meeting
2. Payroll and Claims Packet Dated December 9, 2019
3. Affirm Mayor's appointment of Planning Commission members

BUSINESS ITEMS

1. Selection of Contractor for Well #10 Rehabilitation Project
2. Interlocal Agreement for the Housing of Inmates in the Chelan County Regional Justice Center
3. Resolution No. 11-2019 Amending rates and charges for permits and misc. fees for other services

PROGRESS REPORTS

ADJOURNMENT

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

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY NOVEMBER 25, 2019 AT CASHMERE CITY HALL

OPENING

Mayor Jim Fletcher opened the regular City Council meeting at 6:00 p.m. at City Hall. Administrative Assistant Tammy Miller took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	Daniel Scott Chris Carlson Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Steve Croci, Director of Operations Chuck Zimmerman, City Attorney Tammy Miller, Administrative Assistant	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

The Mayor announced that he was awarded with a Certificate of Municipal Leadership from the Association of Washington Cities (AWC). Completing more than 30 hours of training on essential knowledge and skills to be an effective municipal leader.

A reminder that the Planning Commission is holding a Public Hearing for Ordinance 1282 on December 2nd.

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

No comments from the public.

APPROVAL OF AGENDA

The Mayor added an Executive Session to the Business Items to discuss potential litigation.

MOVED by Councilor Erickson and seconded by Councilor Carlson to approve the agenda as amended with the addition of the Executive Session. Motion carried 5-0.

CONSENT AGENDA

Minutes of November 12, 2019 Regular Council Meeting

Payroll and Claims Packet dated November 12, 2019

Claims Direct Pay and Check #40110 through #40122 totaling \$267,758.06.

Manual Check # 40096 not needing prior approval.

Void Check #40097 through #40109 due to error with new printer.

MOVED by Councilor Erickson and seconded by Councilor Scott to approve the items on the consent agenda. Motion carried 5-0.

PUBLIC HEARING ON MORATORIUM ON BUILDING PERMITS FOR RESIDENTIAL USE ON PROPERTY ZONED DB-DOWNTOWN BUSINESS DISTRICT

At 6:02 p.m. Mayor Fletcher opened the public hearing to receive public comment on the Moratorium. With no comments or questions from the public the Mayor closed the hearing at 6:03 p.m.

ORDINANCE NO. 1282 ADOPTING THE FINDINGS OF FACTS FOR THE MORATORIUM ON BUILDING PERMITS

MOVED by Councilor Scott and seconded by Councilor Smith to approve Ordinance No. 1282 adopting the Moratorium on Building Permits. Motion carried 5-0

PUBLIC HEARING ON 2020 FINAL BUDGET

The Mayor opened the Public Hearing at 6:05 p.m. to receive public comments on the 2020 Final Budget. With no comments or questions from the public the Mayor closed the hearing at 6:06 p.m.

ORDINANCE NO. 1283 ADOPTING THE BUDGET FOR 2020

MOVED by Councilor Scott and seconded by Councilor Smith to approve Ordinance No. 1283 adopting the Final Budget for 2020. Motion carried 5-0

ORDINANCE NO. 1284 AMENDING THE BUDGET FOR 2019

MOVED by Councilor Scott and seconded by Councilor Carlson to approve Ordinance No. 1284 amending the Budget for 2019. Motion carried 5-0

RESOLUTION NO. 06-2019 AMENDING WASTEWATER RATES FOR 2020-2024

MOVED by Councilor Smith and seconded by Councilor Pratt to approve Resolution No. 06-2019 amending Wastewater Rates for 2020-2024. Motion carried 4-1 with Councilor Scott voting no.

RESOLUTION NO. 08-2019 ESTABLISHING A SMALL PUBLIC WORKS ROSTER PROCESS, A CONSULTING SERVICES ROSTER, AND A VENDOR ROSTER

MOVED by Councilor Scott and seconded by Councilor Pratt to approve Resolution No. 08-2019 establishing a Small Public Works Roster Process, a Consulting Services Roster, and a Vendor Roster. Motion carried 5-0

ORDINANCE NO. 1285 REPEALING CH. 2.92 VENDOR LIST AND SMALL WORKS ROSTER LIST CODE PROVISIONS

MOVED by Councilor Smith and seconded by Councilor Pratt to adopt Ordinance No. 1285 repealing Ch. 2.92 Vendor List and Small Works Roster List Code provisions. Motion carried 5-0.

RESOLUTION NO. 09-2019 DECLARING THE INTENT OF THE CITY TO AUTHORIZE A SALES AND USE TAX FOR AFFORDABLE AND SUPPORTIVE HOUSING IN ACCORDANCE WITH SHB 1406

MOVED by Councilor Erickson and seconded by Councilor Smith to approve Resolution No. 09-2019 declaring the intent of the City to authorize a sales and use tax for affordable and supportive housing in accordance with SHB 1406. Motion carried 5-0.

RESOLUTION NO. 10-2019 AUTHORIZING THE ADOPTIONS OF THE CHELAN COUNTY HAZARD MITIGATION PLAN

MOVED by Councilor Smith and seconded by Councilor Carlson to approve Resolution No. 10-2019 authorizing the adoptions of the Chelan County Hazard Mitigation Plan. Motion carried 5-0.

PROGRESS REPORTS

- Sherman Reservoir, more testing revealed voids under the floor where the footings were to be located. Extra drillings were done to verify that footings would be on native soil.
- Streetlight update regarding help from the PUD. Council dismissed the solution of wood poles with cobra head style lighting for Olive.
- Well #10 bids are in and will be reviewed to determine who will be awarded the contract.

EXECUTIVE SESSION – To Discuss Potential Litigation

At 6:35 p.m. the Mayor suspended the regular session to entered into an executive session for approximately 5 minutes to discuss potential litigation. No decisions will be made.

The Mayor reconvened the regular session at 6:40 p.m.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:40 p.m.

James Fletcher, Mayor

Attest:

Tammy Miller, Administrative Assistant

Staff Summary

Date: 12/4/19
To: City Council
From: Steve Croci
RE: Well # 10 Improvements

The Department of Ecology fully executed the Drought Response grant for \$50,000 on September 19, 2019. A statement of work and bid documents were distributed to appropriate small works roster vendors on October 29, 2019. Sealed bids were opened on November 18, 2019 at 2:00 PM. Two bids were received (see attached document).

Schneider Equipment has the lowest base bid (\$37,924.10) and lowest bid including options 1-Replace Motor, 2-Redevelop Well & 3-Rebuild Pump (\$69,367.02).

On December 4, 2019 Ecology authorized an additional \$25,000 for the project to cover any potential cost increases associated with optional items.

Staff Recommendation:

MOVE to select Schneider Equipment and authorize Mayor to sign documents.

2019 Cashmere Well # 10 Project
Request for Quotes
11/18/2019 14:00

		Schneider Equipment	Picatti Brothers
Base Bid		\$37,924.10	\$55,073.80
Option 1	New Motor	\$7,357.60	\$5,139.50
Option 2	Redevelop Well	\$14,985.70	\$5,750.00
Option 3	Rebuild Pump	\$9,099.62	\$4,328.00
Option 4	Rebuild Motor	\$4,544.40	\$3,516.50
Base + Options 1,2 & 3		\$69,367.02	\$70,291.30

RESOLUTION NO. 11-2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE,
WASHINGTON, ESTABLISHING RATES AND CHARGES FOR GENERAL
LICENSES, PERMITS AND MISCELLANEOUS FEES FOR SERVICES, AND
REPEALING CITY RESOLUTION 07-2019.**

WHEREAS, the City Council of the City of Cashmere, desires to update City rates and charges as set forth in this Resolution; now, therefore,

**THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, HEREBY
RESOLVE AS FOLLOWS:**

Section 1. The rates for general licenses, permits, and miscellaneous fees for services are hereby established as set forth in Exhibit "A" attached hereto and incorporated herein.

Section 2. Resolution No. 07-2019 is hereby repealed.

Section 3 This Resolution shall be effective January 1, 2020.

Approved by the City Council of the City of
Cashmere, Washington at an Open Public
Meeting on the ___ day of December, 2019:

James Fletcher, Mayor

ATTEST/AUTHENTICATED:

Kay Jones, City Clerk-Treasurer

Exhibit "A"

GENERAL LICENSES, PERMITS AND MISCELLANEOUS FEES

A. LICENSE AND PERMIT FEES

Business License

Initial	\$50.00
Renewal	\$30.00
Failure to obtain	\$250.00

Sign Permit

One - two signs	\$50.00
Three or more	\$75.00

Fireworks Permit

Permit fee	\$50.00
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Vendor Permit

Quarterly	\$150.00
Event	\$50.00
Multiple Vendor	\$50.00 plus \$10.00 per vendor

Special Use Permit

Permit fee	\$20.00
Electricity fee	\$20.00

Fire & Life Safety Permit

Occupancy permit	\$20.00
On-site inspection	\$80.00

Dog License Fees

Spayed or Neutered	\$10.00
Unaltered	\$30.00
Late Fee	\$10.00
Senior Citizen (62)/Disabled Discount	50%
Replacement dog tag	No Charge
Registration of Potentially Dangerous Dog	\$75.00
Registration of Dangerous Dog	\$75.00
Guard dog license	\$50.00

Street Right-of-Way Permit

<u>PAVEMENT AGE</u>	<u>FIRST 50'</u>	<u>EA. ADD'L 50'</u>
Over 5 Years	\$100.00	\$25.00
3-5 Years	\$200.00	\$50.00
1-2 Years	\$300.00	\$75.00

Exhibit "A"

B. BUILDING PERMIT FEES

Building permit fees shall be based on the estimated cost of construction as determined by the City Building Official. The preferred method of establishing estimated construction costs shall use the current Building Valuation Data (Square Foot Construction Cost), published by the International Code Council (ICC), each year. The Building Official may choose to use the actual bid amount or other methods of estimating the cost for construction.

The construction cost valuation established by the Building Official shall determine the building permit fee using the permit fee schedule in the applicable Appendix (i.e. Appendix L) of the current edition of the International Residential Code (IRC).

Plan Review Fee	65% of permit fee for residential and 85% of permit fee for commercial.
Plumbing Permit	\$50.00 per permit, plus \$25.00 per sewer line, and \$10.00 per fixture.
Mechanical Permit	\$50.00 per permit, plus \$25.00 per central air conditioner, heater, heat pump, commercial kitchen hood, pellet/wood stove, gas/wood fireplace, propane tank, and \$10.00 for each ventilation fan or residential appliance vent and gas outlet.

Fire Code Permit	\$300.00 per permit, plus \$3.00 for each sprinkler head, fire alarm and smoke detection.
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Demolition Permit	\$150.00
Underground Storage Tank Abatement	\$100.00
Grading, Excavation & Landfill Permit	\$100.00 per hr (1 hour minimum)
Portable Metal Carport Permit	\$100.00
Fence Permit	\$10.00

Inspection Fees

General Inspection Fee	\$100.00 per hr (1/2 hour minimum)
Re-Inspection Fee	\$100.00 per hr (1/2 hour minimum)

Valuations and permit fees not addressed in the fee schedule shall be as determined by the Building Official.

Exhibit "A"

C. DEVELOPMENT FEES

Administrative Fees

One-Time 30-minute Consultation Meeting	No Charge
Additional Consulting	Actual Costs
Pre-Application Meeting	\$150.00

State Environmental Policy Act Review

(Below costs plus "Direct Costs")

Environmental Impact Statement	\$1,000.00
SEPA Review	\$300.00
Revisions of approved permits within this category	Actual Costs

Shoreline Permits

(Below costs plus "Direct Costs")

Substantial Development Permit	\$400.00
Shoreline Conditional Use Permit	\$400.00
Shoreline Variance	\$400.00
Revisions of approved permits within this category	Actual Costs

Miscellaneous Land Use Actions/Permits

(Below costs plus "Direct Costs")

Conditional Use Permit (CUP)	\$250.00
CUP - Home Occupation, Group B	\$100.00
Variance (Residential)	\$600.00
Variance (Commercial)	\$750.00

Subdivision Permits

(Below costs plus "Direct Costs")

Short Subdivision Preliminary Review (1 to 4 Lots)	\$200.00, plus \$50.00 per lot
Short Subdivision Final Review	\$250.00
Major Subdivision Preliminary Review (5 or more Lots)	\$900.00, plus \$50.00 per lot
Major Subdivision Final Review	\$250.00
Binding Site Plan Preliminary Review	\$1,000.00 plus \$50.00 per lot/unit
Binding Site Plan Final Review	\$250.00
Planned Unit Development Preliminary Review	\$900.00 plus \$50.00 per lot/unit
Planned Unit Development Final	\$250.00
Boundary Line Adjustment	\$200.00

Revisions of approved permits within this category	Actual Costs
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Exhibit "A"

Legislative Action

(Below costs plus "Direct Costs")

Vacation of Right-of-Way (Chapter 12.30 CMC)	\$250.00
Annexation	\$1,000.00
Utility Reimbursement Agreements	\$1,000.00
Comprehensive Plan Amendment/Rezone	\$500.00
Comprehensive Plan/Development Code Text Amendments	\$500.00
Revisions of approved permits within this category	Actual Costs

Appeals to the Hearing Examiner

Appeal/Motion for Reconsideration	\$600.00, plus Actual Costs
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"Direct Costs" are the Direct Costs billed to City and shall include Hearing Examiner fees, Consultant fees, City attorneys fees, City engineering fees, surveying fees, recording fees, planning consultant fees, building inspection consultant and/or contract employee fees, specialized study services fees and costs, any publication or mailing costs associated with providing notices, and costs of transcription of any hearing.

"Actual Costs" include all Direct Costs plus the costs of all other City employee time calculated at a rate of \$60 per hour.

City Staff shall estimate what the required Direct Costs and/or Actual Costs for a request/proposal/application may be and shall require advanced payment of the estimated Direct Costs and/or Actual Costs at the time of receipt of the request/proposal/application. Requester/ proposer/applicant shall be refunded any unused prepayment as the time of completion of the project. City staff may require the requester/proposer/applicant to deposit additional funds with the City in the event City staff determines the City estimated Direct Costs and/or Actual Costs may be insufficient. Regardless of the outcome of any request/proposal/application, the requester/proposer/applicant shall pay the City all Direct Costs and Actual Costs within thirty (30) days of the date of the City billings. All unpaid Direct Costs and Actual Costs not timely paid shall be considered delinquent and interest shall be added to the unpaid bill at the rate of twelve percent (12%) per annum until paid. In the event they City is required commence litigation to obtain payment of unpaid Direct Costs and/or Actual Costs, the substantially prevailing party in the litigation shall be entitled to recover its reasonable attorneys fees and costs.

Exhibit "A"

D. MISCELLANEOUS FEES

Fees and Penalties

Delinquency Fee (Utility and Misc.)	\$25.00
Service Fee for Service Interruption/Reconnect (The Service Interruption/Reconnect Fee will not be charged when a service line is interrupted in order to accommodate a necessary repair.)	\$60.00 before 3:00 p.m. and \$140.00 after 3:00 p.m., holidays or weekends
Returned item fee	\$25.00
New account service charge	\$10.00
After hours call-out fee	\$140.00
Photocopies (per page)	\$0.15
11 x 17 color maps	\$2.00
Brush Pick up	
Semi-annual Brush Pick up	\$20.00 per front-end loader scoop (\$20.00 Minimum)
Special Brush Pick up	\$35.00 per front-end loader scoop (\$35.00 Minimum) \$20.00 each additional scoop



CHELAN COUNTY
REGIONAL JUSTICE CENTER

Bill Larson, Director

401 Washington St. Level 2 • Wenatchee, WA 98801 • Phone: (509) 667-6462 • www.co.chelan.wa.us

November 21, 2019

Mayor Jim Fletcher
City of Cashmere
101 Woodring Street
Cashmere, WA 98815

Dear Mayor Fletcher,

Please find enclosed the updated contract between the Chelan County Regional Justice Center and the City of Cashmere. The contract contains the new rate, discussed previously, along with the following changes:

- #10 • New manner of billing including a reconciliation period during the February following the annual contract.
- #2 • Review of rate, contract changes or amendments for following year will happen by August 31st of the contract year
- #12 • The City will be charged for all prescriptions purchased for inmates in their jurisdiction.

If there are any questions or concerns, please contact me.

Sincerely,

Nicole Thompson

Nicole Thompson
Business Manager
(509) 667-6319
nicole.thompson@co.chelan.wa.us

**INTERLOCAL AGREEMENT BETWEEN CHELAN COUNTY, WASHINGTON AND THE CITY OF
CASHMERE, WASHINGTON, FOR THE HOUSING OF INMATES IN THE CHELAN COUNTY
REGIONAL JUSTICE CENTER**

THIS INTERLOCAL AGREEMENT is made and entered into on this _____ day of _____, 20__ by and between the City of CASHMERE, Washington, a Washington municipal corporation, hereinafter referred to as "City", and Chelan County, Washington, hereinafter referred to as "Chelan County", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, The Chelan County Regional Justice Center and the City Mayor or designee are authorized by law to have charge and custody of the County Jail and the City prisoners or inmates, respectively; and

WHEREAS, the City wishes to designate the CCRJC as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Chelan County Regional Justice Center is desirous of accepting and keeping in its custody such inmate(s) in the CCRJC for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any county to contract with any other county or city to perform any governmental service, activity or undertaking which each contracting county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate or inmates confined pursuant to this Agreement.

2. DURATION

This Agreement shall enter into full force and effect from **January 1, 2020 and end December 31, 2020**, subject to earlier termination as provided by Section 3 herein. Each successive year by August 31 an amendment of Section 6 Compensation will be presented as payment amount for the next year which will be based upon the average number of inmates generated from the City during the

immediately preceding three years. Nothing in this Agreement shall be construed to require the City to house inmates in Chelan County continuously.

3. TERMINATION

(a) By either party. This Agreement may be terminated without cause by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective sixty (60) working days after receipt of such notice. Within said sixty (60) days, the City agrees to remove its inmate(s) from the CCRJC.

(b) By the City due to lack of funding. The obligation of the City to pay Chelan County under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by the City. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then the City shall have the option of terminating the Agreement upon written notice to Chelan County, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to the City.

(c) Termination for Breach. In the event the City breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within seven (7) days of County's giving the City written notice thereof, or, if not reasonably capable of being cured within such seven (7) days, within such other period of time as may be reasonable in the circumstances, County may terminate the City's rights under this Agreement effective 30 days from date of receipt of notice to terminate in addition to and not in limitation of any other remedy of County at law or in equity, and the failure of County to exercise such right at any time shall not waive County's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, the City shall compensate Chelan County for prisoners housed by Chelan County after notice of such termination until the City retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Chelan County: Chelan County Regional Justice Center
401 Washington St., Level 2
Wenatchee, WA 98801

Primary Contact Person: Bill Larson, Director
Secondary Contact: Nicole Thompson, Business Manager

City of Cashmere: City of Cashmere
101 Woodring Street
Cashmere, WA 98815

Primary Contact Person: Mayor
Secondary Contact: Clerk-Treasurer

Notices mailed shall be deemed given on the date mailed. The parties shall notify each other in writing of any change of address.

5. DEFINITIONS

The parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. One prisoner day shall be each day or portion thereof which a prisoner appears in custody on the jail management system. The count shall be conducted by the jail management system and each participating jurisdiction shall be charged for each prisoner who is detained in the Regional Justice Center on a charge and/or conviction from the participating jurisdiction. If the prisoner has a pending charge and/or conviction from more than one jurisdiction, excluding the Department of Corrections, the cost for that prisoner shall be divided proportionately.

(b) Inmate Classifications shall be pursuant to the Chelan County Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

- (i) "Minimum" classification shall apply to those inmates who present a low risk to staff and the community.
- (ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.
- (iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION

(a) Annual Rate for Incarceration. Chelan County agrees to accept and house all of the City's inmates for annual compensation. This rate includes minimum, medium, and maximum classification inmates. The annual rate for incarceration shall be paid by the City in twelve (12) equal monthly installments due on the fifth (5) day of each month.

(b) Rate. The annual sum is based upon the average number of inmates generated from the City during the period from July 2016 through June 2019 with the daily cost per

inmate of \$120.50 per day. The parties agree that Chelan County will not charge The City a separate booking fee in addition to such annual compensation. The date of booking into the CCRJC of the City's inmates, no matter how little time of a twenty-four (24) hour day it constitutes, shall count as one day and shall be attributed to the City as a day of custody in Chelan County for purposes of calculating current and future average inmate population. The annual cost for 2020 will be \$34,171.96 with monthly payments calculated at the annual rate divided by twelve (12) months for a monthly rate of \$2,847.66.

- (c) Reporting. Chelan County agrees to provide the City with a list of names of inmates at post release, the number of days housed, including the date and time of booking and date and time of release, for purposes of calculating current and future average inmate population.
- (d) A reconciliation process will be completed by February 15th of the following year after the annual contract period.

7. RIGHT OF INSPECTION

The City shall have the right to inspect, at all reasonable times, all Chelan County facilities in which inmates of the City are confined in order to determine if such jail maintains standards of confinement acceptable to the City and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Chelan County shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE

Chelan County agrees that no early releases or alternatives to incarceration, including furloughs, passes, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS

Chelan County shall establish and maintain an account for each inmate received from the City and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. The Director of the CCRJC shall be accountable to the City for such inmate funds. At either the termination of this Agreement, the inmate's death, release from incarceration, or return to either the City or indefinite release to the court, the inmate's money shall be transferred to either the inmate's account in care of the City, at such time the City shall be accountable to the inmate for said fund, or to the inmate.

10. INMATE PROPERTY

The City may transfer to Chelan County only limited amounts of personal property of the City's inmates' recovered from or surrendered by inmates to the City upon booking. Personal property in excess of one simple "grocery bag" shall at no time be transferred to Chelan County.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Chelan County to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Chelan County, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Chelan County to provide services, treatment, facilities or programs to the City's inmates above, beyond or in addition to that required by applicable law.

12. MEDICAL SERVICES

(a) Inmates shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the CCRJC. Chelan County shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the CCRJC, the City shall pay directly or reimburse Chelan County for any and all costs associated with the delivery of any emergency and/or major medical service provided to the City's inmates. The City shall be responsible for any and all medical, psychiatric and dental treatment provided outside of the CCRJC and shall be billed therefore. Examples of medical services which may be provided in the CCRJC but which are not routine, and for which the City shall be billed include, but are not necessarily limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment and all prescriptions. No psychiatric or dental treatment can be provided in the CCRJC; all psychiatric and dental treatment of the City's inmates shall be billed to the City.

(b) An adequate record of all such services shall be kept by Chelan County for the City's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to the City as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, the City agrees to compensate Chelan County dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, the City will be notified by contacting City Clerk-Treasurer at 509-782-3513 prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

13. DISCIPLINE

Chelan County shall have physical control over and power to execute disciplinary authority over all inmates of the City's. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS

(a) The City shall forward to Chelan County before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Chelan County shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Chelan County, the City shall upon request be entitled to receive and be furnished with copies of any report or records associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL

An inmate of the City's legally confined in Chelan County shall not be removed there from by any person without written authorization from the City or by order of any court having jurisdiction. The City hereby designates City Clerk-Treasurer the official authorized to direct Chelan County to remove the City's inmates from the CCRJC. Chelan County agrees that no early releases or alternatives to incarceration including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, psychiatric, dental treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of Chelan County. In the event of any such emergency removal, Chelan County shall inform the City of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES

In the event any City inmate escapes from Chelan County's custody, Chelan County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the City. Chelan County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Chelan County; however, Chelan County shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or countries.

17. DEATH OF AN INMATE

(a) In the event of the death of a City inmate, the Chelan County Coroner shall be notified. The City shall receive copies of any records made at or in connection with such notification.

(b) Chelan County shall immediately notify the City of the death of a City inmate, furnish information as requested, and follow the instructions of the City with regard to the disposition of the body. In the case of an unattended death, suspicious death, or criminal case, the Chelan County Coroner would have authority over the deceased and would coordinate with local law enforcement to finish the investigation prior to the release of the deceased inmate. The City hereby designates City

Clerk-Treasurer the official authorized to request information from and provide instructions to Chelan County regarding deceased inmates. The body shall not be released except on written order of said appropriate official of the City. Written notice shall be provided within three (3) weekdays of receipt by the City of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by the City. With the City's consent, Chelan County may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by the City. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other persons for the disposition of the deceased or for any expenses connected therewith.

(c) The City shall receive a certified copy of the death certificate for any of its inmates who have died while in Chelan County's custody.

18. RETAKING OF INMATES

Upon request from Chelan County, the City shall, at its expense, retake any City inmate within thirty-six (36) hours after receipt of such request. In the event the confinement of any City inmate is terminated for any reason, the City shall, at its expense, retake such inmate at the CCRJC Facility.

19. HOLD HARMLESS AND INDEMNIFICATION

Chelan County agrees to hold harmless, indemnify and defend the City, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Chelan County, its officers, agents, or employees, in connection with the services required by the Agreement, provided, however, that:

(a) Chelan County's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of the City, its officers, agents or employees or sub-consultants; and

(b) Chelan County's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Chelan County and the City or of Chelan County and a third party other than an officer, agent or employee of Chelan County, shall apply only to the extent of the negligence or willful misconduct of Chelan County.

20. RIGHT OF REFUSAL AND TRANSPORTATION

(a) Chelan County shall have the right to refuse to accept any inmate from the City when, in the opinion of Chelan County, its inmate census is at capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Chelan County shall further have the right to refuse to accept any inmate from the City who, in the judgment of Chelan County, has a current illness or injury which may adversely affect the operations of the CCRJC, has a history of serious medical problems, presents a substantial risk of

escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum security inmate pursuant to Chelan County's Objective Jail Classification System. The inmate should be an inmate who has already been sentenced by the jurisdiction, and should not be on pre-trial status.

(c) City prisoners incarcerated in Chelan County pursuant to this Agreement shall be transported to Chelan County and at the expense of Chelan County and shall be returned, if necessary, to the City by Chelan County personnel and at the County's expense provided that notice of the necessity of transport is received by Chelan County three (3) days prior to the time of expected transport. The City hereby designates City Clerk-Treasurer the official authorized to notify Chelan County of the dates for transport and the specific inmates to be transported.

21. INDEPENDENT CONTRACTOR

In providing services under this contract, Chelan County is an independent contractor and neither it or its officers, agents or employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation.

22. GENERAL PROVISIONS

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington, and venue for any lawsuit shall be the Chelan County Superior Court.

(c) Attorney's Fees. In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition other relief, to such reasonable attorney's fees and costs as determined by the Court.

(d) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(e) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

(f) Filing. This Agreement shall be filed with the Chelan County Auditor's Office pursuant to RCW 39.34.040.

23. INTERPRETATION

This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

24. ACCESS TO RECORDS CLAUSE

The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party that are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement, and work undertaken pursuant to this Agreement shall be retained by the parties for a period of three (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. ENTIRE AGREEMENT

This Agreement represents the entire integrated Agreement between the City and Chelan County and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made affective on the day and year first above written.

CITY OF CASHMERE, WA

BOARD OF CHELAN COUNTY
COMMISSIONERS

By: _____

Doug England, Chair

ATTEST:

Kevin Overbay, Commissioner

City Clerk

Bob Bugert, Commissioner

DATED: _____

ATTEST:

Carlye Baity
Clerk of the Board

DATED: _____

Approved as to Form:

City of _____ Attorney



Bill Larson, Director
Chelan County Regional Justice Center

Approved as to Form:

Douglas Shae, Chelan County Prosecutor