

#### 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, JULY 12, 2021, 6:00 P.M., CITY HALL

DUE TO THE COVID-19 PANDEMIC AND THE GOVERNOR'S PROCLAMATION; THE PUBLIC CAN ATTEND IN PERSON, CALL-IN OR LOG-IN TO ZOOM TO PARTICIPATE IN THE CITY COUNCIL MEETING. PLEASE CALL-IN OR LOGIN 5 MINUTES PRIOR TO MEETING.

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

#### **AGENDA**

**CALL TO ORDER** 

FLAG SALUTE

**ROLL CALL** 

**ANNOUNCEMENTS** 

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

- 1. Minutes of June 14, 2021, Regular Council Meeting
- 2. June 28, 2021, Council Meeting Cancelled
- 3. Payroll and Claims Packet Dated June 28, 2021
- 4. Payroll and Claims Packet Dated July 12, 2021

#### **BUSINESS ITEMS**

- **5.** Riverside Center Marketing and Services Proposal
- 6. Chuck Zimmerman to discuss private driveways on undeveloped City rights-of-way
- 7. 2021 Solid Waste Collection Rate Modification Request
- 8. Interagency Data Sharing Agreement with Washington State Auditor
- **9.** Law Enforcement update on contract renewal

#### **PROGRESS REPORTS**

Chelan County Fire District No. 6 - Notice of Termination of Fire Protection Services Agreement

#### **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)



#### City of Cashmere

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

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

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

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# MINUTES OF THE CASHMERE CITY COUNCIL MEETING MONDAY JUNE 14, 2021 AT CASHMERE CITY HALL — In Person and Digital

#### **OPENING**

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

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

#### **ATTENDANCE**

Present

Not Present

Mayor:

Jim Fletcher

Council:

Daniel Scott, resigned - moved out of city

Chris Carlson - digital

Dave Erickson Jayne Stephenson Derrick Pratt

Staff:

Kay Jones, Clerk-Treasurer

Steve Croci, Director of Operations Christina Wollman, City Planner - digital

Chuck Zimmerman, City Attorney

Public:

Bill Forhan, Cashmere Valley Record – digital

David Flick, Citizen - digital

#### **ANNOUCEMENTS**

Mayor Fletcher announced that Councilor Daniel Scott has moved out of the City of Cashmere and therefore has resigned his position as City Council Member. Since two candidates are running for the position in the upcoming election, the mayor will not appoint a replacement. The seat will remain vacant until the election.

On June 8, 2021, Mayor Fletcher presented a Certificate of Appreciation to the members of Washington Army National Guard for their dedicated service and commitment in assisting the Cashmere Food Bank in distributing food to those in need during the 2020-2021 COVID-19 emergency.

#### PUBLIC COMMENT

Mayor Fletcher explained that the public comment period was to speak to the City Council on items not on the agenda. A person signed in to speak has three minutes to address the Council, making them aware of the matter. The Council can ask questions for clarification, ask staff to look into the matter or provide additional information, add the item to the agenda, table the item to a future agenda or take no action at all.

Tyler Rice, residing just across the highway from Cashmere, spoke to the City Council regarding his concerns with the car show during Founders' Days (an event sponsored by the Chamber) and the City Pool not opening.

City Council Minutes June 14, 2021

Amy Wall, residing at 308 Evergreen, spoke to the City Council on the importance of the City Pool opening this season. As a parent and a nurse, she is very concerned about children's mental health. She asked the City to do everything they can to get the pool open this summer.

Mayor Fletcher stated that the City Pool is a high priority for the City Council, and everyone agrees that the pool is important to the community. City staff has been working diligently to find staff for the pool in order to open and operate. The pool will open if and when the City has a qualified manager and certified lifeguards.

#### APPROVAL OF AGENDA

MOVED by Councilor Carlson and seconded by Councilor Stephenson to approve the agenda as amended, with the addition of a public hearing on the Shoreline Master Program update. Motion carried 4-0.

#### **CONSENT AGENDA**

Minutes of May 24, 2021 Regular Council Meeting Payroll and Claims Packet Dated June 14, 2021

Claims Direct Pay and Check #41201 and #41203 through #41232 totaling \$163,032.00 Payroll Direct Deposit and Check #41198 through #41200 totaling \$94,990.80 Manual Check #41202 not needing prior approval

MOVED by Councilor Erickson and seconded by Councilor Pratt to approve the items on the Consent Agenda. Motion carried 4-0.

#### PUBLIC HEARING ON THE SHORELINE MASTER PROGRAM REVIEW AND UPDATE

The City's Contract Planner, Christina Wollman gave a brief summary on the Planning Commission's process and update of the SMP. The Shoreline Master Program (SMP) must be periodically reviewed every eight years. The periodic update process ensures the City's SMP stays up to date and compliant with current Shoreline Management Act rules and regulations. In Cashmere, shorelines of the state include the Wenatchee River and Mission Creek. This update was a minor update, which only addressed changes in state rules and regulations.

Mayor Fletcher opened the public hearing at 6:30 p.m. to receive public comment. The only question asked was whether the changes in state regulations affect the City of Cashmere. Christina Wollman stated that the changes in state regulations have no negative affects to the City.

The public hearing was closed at 6:31 p.m.

### ORDINANCE NO. 1301 CONCERNING THE SHORELINE MASTER PROGRAM PERIODIC REVIEW AND UPDATE

MOVED by Councilor Erickson and seconded by Councilor Pratt to adopt Ordinance No 1301 concerning the Shoreline Master Program update. Motion carried 4-0.

#### ORDINANCE NO. 1300 AMENDING THE BUDGET FOR 2021

The proposed ordinance amends revenues and expenditure appropriations not identified at the time of adopting the original budget. Most of the amendments are due to the 2021 Refunding Bonds and paying off the 2013 USDA Bonds. Other amendments were previously approved by Council. Exhibit B reflects the increase in the City Pool seasonal employee wages.

MOVED by Councilor Carlson and seconded by Councilor Stephenson to adopt Ordinance No. 1300 amending the Budget for 2021. Motion carried 4-0.

#### FIRST AMENDMENT TO THE WASTE MANAGEMENT AGREEMENT FOR SOLID WASTE SERVICES

The First Amendment to the Solid Waste Contract outlines the needed changes to the Cashmere recycling stream. Glass is a material with no long-term stable market. The Chelan County Solid Waste Management Plan has recommended the removal of glass from the curbside single stream recycling. This First Amendment will update Attachment B, the recyclables material list and make it consistent with the other communities in Chelan County.

Since WM was requesting a change in the Agreement for Solid Waste Services; the City requested Attachment C be amended to pick up the garbage at Riverside Park 2x per week. Riverside Park is highly used during the summer, and the garbage cans are overflowing by the weekends. The City requested an additional pickup on Fridays.

Councilor Pratt voiced concern regarding eliminating glass from recycling. Glass was a huge reason the City went with WM and single stream recycling. He stated that the City was giving up more than they were receiving in the First Amendment.

A request was made to change the proposed amendment; increasing the can size at Riverside Park to 96 gallons and the 2x per week pick up from May through Labor Day.

MOVED by Councilor Carlson and seconded by Councilor Stephenson to approve the First Amendment to the Waste Management Agreement for Solid Waste Services, with the requested amendment to Riverside Park garbage. Motion carried with 3 voting in favor and Councilor Pratt voting no.

# <u>FRANCHISE AGREEMENT – GRANTING A FRANCHISE TO THE CITY FOR DOMESTIC WATER AND SANITARY SEWER FACILITIES ON COUNTY RIGHTS-OF-WAY</u>

The franchise agreement with Chelan County is to allow construction and maintenance of domestic water distribution pipelines and sanitary sewer system facilities on county rights-of-way in the City of Cashmere and urban growth area.

MOVED by Councilor Pratt and seconded by Councilor Carlson to approve the Franchise Agreement allowing for City water and sewer facilities on Chelan County rights-of-way. Motion carried 4-0.

#### CONTRIBUTION TO CHELAN COUNTY TRAILS PLANNING

Chelan County is developing a Pathway Plan for multi-use, inter-urban trail types within the county. The plan is estimated to cost \$75,000. Chelan County and the Regional Port Authority are covering most of the cost. The City is being asked to contribute \$1,000 towards the development of the plan.

Public and stakeholder feedback received thus far on the Pathway Plan indicated the segment between Monitor and Cashmere is one of the highest priorities. To identify a preferred alignment for this segment Chelan County with support from the City submitted a grant application for federal funds to the Chelan Douglas Transportation Council. The cost of this alignment analysis is \$50,000 (\$40,000 grant, \$5,000 Chelan County, \$5,000 City). Staff recommends pledging \$5,000, commitment is subject to award of the grant.

MOVED by Councilor Pratt and seconded by Councilor Stephenson to approve the \$1,000 for the Pathway Plan and the \$5,000 for the analysis if the grant is awarded. Motion carried 4-0.

City Council Minutes June 14, 2021

#### PROGRESS REPORTS

Mayor Fletcher stated that the City Pool is still leaking and needs to be fixed. City Staff used MRSC Small Works Roster to request bids for repairing the pool gutters, the City received one bid, which was over \$460,000. The City will request bids again using the competitive bidding process and hopefully receive more bids to select from.

Since the pool uses City domestic water, repairing the leak may qualify for ARPA funds.

The City applied for grant funds through Chelan County's Cascade Public Infrastructure Fund program. The City's project to extend utilities to Railroad Avenue property scored #4.

Director Croci explained there are two school zones on Pioneer Avenue; one by the Middle School and one by Vale School, with a gap in between. Through the Safe Routes to School Grant program the City is putting in new crosswalks and lights on Pioneer. One of the new crosswalks is in the gap between the two school zones. RH2 Engineering will investigate and provide an engineer's report on making the two zones into one zone, eliminating the gap. If one zone is recommended the City will have to adopt an ordinance.

The City still does not have a start date for Sullivan Street; the contractor is still waiting on resources and personnel.

The City was awarded the grant for new ADA automated doors for the City Library.

#### **ADJOURNMENT**

Mayor Fletcher adjourned the meeting at 7:20 p.m.

	·	
	James Fletcher, Mayor	
Attest:		
Kay Jones, City Clerk-Treasurer		

# **Staff Summary**

Date: 7/8/2021

To: City Council

From: Jim Fletcher, Mayor

**RE:** Riverside Center Marketing and Services Proposal

A request for proposals to manage Riverside Center resulted in one submittal, submitted by Gather Leavenworth, LLC. The submittal does not propose a building management service, instead proposes a marketing and event management service with 50% of building rental fees paid to the city. The city would then be responsible for all building utilities and event custodial services.

Gather Leavenworth, LLC would handle marketing and scheduling of the center and arrange additional services as requested by the customer. The contract will not be a fixed monthly rental rate but will vary according to the number of events.

#### Advantages of the proposal:

- Event management, a staff person onsite at all events
- Increased marketing of the center, online event scheduling
- Documentation of local businesses providing services related to the event
- Customer options for additional event services
- Service agreement is not a fixed period of years

#### Disadvantages

- Variable monthly revenue, difficult to predict
- Increased staff time
- Providing custodial services after events
- Increased operating expenses for utilities and wifi

#### **Staff Recommendation:**

To negotiate a service agreement with Gather Leavenworth, LLC. Riverside Center is presently closed, no rental revenues to cover utility and basic expenses. A reservation system is necessary as quickly as possible to scheduling future events.





June 25, 2021

Mayor Jim Fletcher
City of Cashmere
101 Woodring
Cashmere, WA 98815
Mayor@Cityofcashmere.org



Re: 2021 Solid Waste Collection Rate Modification Request

Dear Mayor Fletcher,

This week, WM completed the solid waste collection rate modification calculations for 2021 which are due to go into effect October 1. In accordance with the Solid Waste Collection Contract Section 2.7.1., rates shall be increased based upon the published Consumer Price Index, Pacific Cities and U.S. City Average, Urban Wage Earners and Clerical Workers Index change from May of 2020 to May 2021. This year's CPI index change was 5.86%.

The Solid Waste Collection contract states that, "in the event an annual increase in the CPI exceeds 4% in any year, the CONTRACTOR and the CITY may negotiate an annual increase in excess of 4% at the request of CONTRACTOR. Any increase in excess of 4% of the CPI must be agreed to in writing by the CITY."

Considering the business challenges created by COVID, WM respectfully requests the city approve the actual change in CPI Index of 5.86% for solid waste collection rates. To meet the customer notification requirements of RCW 53A.21.152 a rate adjustment determination needs to occur in July.

We look forward to your response.

Sincerely,

KELLY EMERSON

**Contract Compliance Administrator** 

Public Sector, Pacific Northwest

kemerson@wm.com

CC: Kay Jones, City Clerk

Tyler Mackay, Public Sector Manager, Central Washington

2.7.1 Modifications in Rates. The rates and charges for solid waste collection, as set forth in Exhibit A, shall be effective October 1, 2016. Commencing October 1, 2017, and on each October 1 thereafter, rates shall be increased based upon the increase in the Consumer Price Index, Pacific Cities and U.S. City Average, Urban Wage Earners and Clorical Workers Index (CPI W), as published by the Department of Labor Statistics, based upon the total Consumer Price Index change for all Items as compared from the May to May statistics for the preceding twelve (12) months, subject to a minimum annual increase of 1% and a maximum annual increase of 4%. In the event an annual increase in the CPI exceeds 4% in any year, the CONTRACTOR and the CITY may negotiate an annual increase in excess of 4% at the request of CONTRACTOR. Any increase in excess of 4% of the CPI must be agreed to in writing by the CITY. In the event this CFI is no longer produced, then the next most geographically similar urban wage earners and clerical workers (CPI-W) index shall be used. The annual modification in rates shall only become effective following CONTRACTOR's timely compliance with the provision of notices to the public and to the customers as required by RCW 35A.21.152, as the same exists now or may hereafter be amended.

#### 2.7.2 Other Rate Adjustments.

If Federal, State, or Local Laws, Rules, or Regulations require a change in operation at the Greater Wenatchee Regional Landfill and Recycling Station ("Landfill"), which results in an increase/decrease in the tipping fee being charged by the Landfill, then in such event, CONTRACTOR, shall be allowed to pass through the change in tipping fee to CITY customers upon thirty (30) days prior notice to CITY and after CONTRACTOR has provided the public and the customers the notices

required by RCW 35A.21.152, as the same exists now or may hereafter be amended.

If Federal, State, or Local Laws, Rules, or Regulations change such that the CONTRACTOR incurs significant increases in collection/disposal fees, and/or taxes, and/or recycling processing fees, then in such event, CONTRACTOR shall be allowed to request an adjustment to the rates, which shall be approved or rejected by the CITY Council within thirty (30) days of the CONTRACTOR's request. If approved by the CITY Council, the rate increase shall become effective sixty (60) days following CITY Council approval, provided that CONTRACTOR timely provides the public and the customers the notices required by RCW 35A.21.152, as the same exists now or may hereafter be aniended.

In the event CONTRACTOR experiences significant rising prices in the cost of fuel in any one year, CONTRACTOR may request an additional adjustment or modification to the rates for services provided under this Contract. A request for adjustment or modification may be made at any time, however, it is preferred that any such request for adjustment or modification correspond with requests for adjustment or modification based upon changes in the CPI set forth above herein. Any such CONTRACTOR request shall be approved or rejected by the CITY Council within thirty (30) days of the CONTRACTOR's request. If approved by the CITY Council, the rate increase shall become effective sixty (60) days following CITY Council approval, provided that CONTRACTOR timely provides the public and the customers the notices required by RCW 35A.21.152, as the same exists now or may hereafter be amended.

In the event that unforeseen temporary market circumstances prevents or precludes compliance with the recycling components of this Contract, the CONTRACTOR may request a temporary adjustment or other relief from the requirements of this Paragraph. The CITY may request any and all documentation and data reasonably necessary to evaluate such request by CONTRACTOR, and may retain, at its own expense, an independent third party to audit and review such documentation and such request. If such third party is retained, the CITY shall take reasonable steps, consistent with state law, to protect the confidential or proprietary nature of any data or information supplied by CONTRACTOR.

If an unforeseen market circumstance relating to the recycling components of this Contract persists more than nine (9) months, the Parties agree to engage in good faith negotiations to determine a

mutually acceptable course of action, including but not limited to eliminating the material from the list of recyclables, changing Customer preparation requirements, modifying contractor rates, reducing the CCTY Fee or any other mutually-agreeable solution.

5.65% 6.08% 11.72% 5.86% U. S. City Average West - Size Class B/C (Pacific Cities) 1% Min 4% Max Average

CPI-Urban Wage Earners and Clerical Workers (Current Series)

Original Data Value

Series Id: CWUR0000SA0,CWUS0000SA0

Not Seasonally Adjusted

All items in U.S. city average, urban wage samers and clerical workers, not seasonally adjusted

U S city average

1982-84=100 All items Area: Item: Base Period:

CPI %

	22 377 378 378 337 337 502 551 551 35 35	03
		253 703
i	HALF1 207 883 213 426 220 196 225 581 228 812 232 639 231 167 232 901 237 974 244 157	250 794
ć	211.703 215.262 225.889 229.174 229.909 230.791 235.39 244.786 250.452	724 081
Z	212,003 224,750 222,813 226,595 229,133 231,551 231,721 235,215 245,933 250,644	233 825
ţ	211 549 214 623 223 043 227 974 229 735 233 229 232 373 247 038 254 0573 254 073	0.010
Sep	211,322 214,306 223,688 228,184 230,637 234,170 235,695 240,939 246,939 246,939 246,939 246,939 246,939	-
Aug	211.156 223.326 227.056 227.056 230.359 234.030 233.366 233.366 233.366 233.448 246.335 250.112	
lut	210.526 213.898 222.686 225.568 230.084 234.525 238.617 246.155 250.236	
Jun	210 972 213 839 222 522 226 036 234 702 233 804 235 289 238 813 246 196 249 747 251 054	
Мау	208 774 214 124 222 954 229 399 229 399 234 216 232 908 234 436 238 609 245 770 249 871	263,612
Apr	207 925 213.958 221 743 227 012 228 949 233 443 231.520 233 438 238 432 238 432 244 607 249.332	261 237
Mar	207 218 226 220 024 226 304 229 323 232 560 231 055 232 209 237 656 243 463 247 768 251 375	258 935
Feb	206.708 212.544 217.535 224.317 220.871 229.421 230.972 237.477 242.988 246.218	256 843
2009 to 202 Jan	205 700 212 568 216 400 223 216 226 520 230 640 228 294 231 061 236 854 231 061 245 133 245 133	255 296
Years: Year	2009 2010 2011 2013 2014 2016 2016 2018 2018	707

1.78% 3.00% 1.67% -0.14% 5.65%

CPI-Urban Wage Earners and Clerical Workers (Current Series) Original Data Value

Series Id: CWURN400SA0 CWUSN400SA0

Not Seasonally Adjusted
Series All items in West - Size Class B/C, untan wage earners
Title: and clencal workers, not seasonally adjusted
Area: West - Size Class B/C

All items

DECEMBER 1996=100

2009 to 2021 Area: Item: Base Period: Years:

	1.96% 3.11% 2.72% 0.23% 6.08%
	HALF2 132 812 133.667 140.231 141.785 143.812 143.785 145.599 149.428 157.995 160.364
	HALF1 130,995 133,574 147,274 141,301 143,210 143,246 144,323 147,538 155,538 155,538
	Annual 131 903 133 620 137 871 140 159 141 622 143 511 143 666 144 961 148 483 152 94 156.569 156.569
ć	132 983 132 983 138 157 139 747 141 693 142 148 145 354 145 354 145 364 157 908 160 507
No.	133.149 133.149 138.587 140.268 141.689 142.911 145.616 145.777 158.047
ŧ	133.244 133.622 138.884 140.914 141.889 144.061 143.771 143.771 150.115 156.115
Sen	138.773 138.776 140.649 142.228 144.528 144.186 145.726 149.763 153.998 153.998
Aug	132.407 133.480 138.255 140.055 144.470 144.470 148.925 153.625 157.134
Jul	132.314 133.471 138.151 139.752 141.937 144.681 144.634 145.395 153.326 153.326 157.058
Jun	132.517 133.448 138.392 140.598 141.763 145.661 145.663 148.548 153.44 157.258
May	131,389 133,764 138,816 141,083 141,836 145,136 145,597 148,451 153,069 157,226 157,226
Apr	131,103 133,993 138,362 140,819 141,812 143,984 144,697 148,137 152,203 156,127 158,168
Mar	130.674 133.675 137.331 140.393 141.541 143.435 143.516 147.298 151.404 154.618 154.618
Feb	130,648 133,325 135,845 139,050 141,035 142,301 142,301 143,283 146,832 150,911 154,110 154,110
Jan	129,639 133,238 134,900 138,578 141,945 141,397 143,277 145,963 150,288 150,288 157,939 160,888
Year	2009 2010 2011 2013 2014 2015 2016 2019 2019 2020

# **Staff Summary**

Date:

7/8/2021

To:

**City Council** 

From:

**Clerk-Treasurer Kay Jones** 

RE:

**Interagency Data Sharing Agreement with the Washington State** 

**Auditor's Office** 

Under a bill passed by the Legislature this year, data sharing agreements (DSAs) will be required for all state and local governments sharing data. This includes the data the City exchanges with the State Auditors for our financial audits.

For your reference, the legislation requiring DSAs is <u>ESSB5432</u>, "Concerning cybersecurity and data sharing in Washington state government."

The Office of the State Auditor has used DSAs with some state agencies, but less frequently with local governments. The proposed agreement will formalize all the steps taken to protect data, without requiring changes to our existing practices.

The State Auditor is working to implement DSAs for all audit data shared as of July 1. Attached is the proposed DSA from the State Auditor's Office for City approval.

#### **Staff Recommendation:**

MOVE to approve the Interagency Data Sharing Agreement with the Washington State Auditor's Office

98815

#### INTERAGENCY DATA SHARING AGREEMENT

#### Between

#### City of Cashmere

#### And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between City of Cashmere hereinafter referred to as "Agency", and the Office of the Washington State Auditor, hereinafter referred to as "SAO", pursuant to the authority granted by Chapter 39.34 RCW and 43.09 RCW.

#### AGENCY PROVIDING DATA: Agency

Agency	Name:
Agency	i valili.

City of Cashmere

Contact Name:

Kay Jones

Title:

Clerk-treasurer

Address:

101 Woodring Street, Cashmere, WA

Phone: E-mail:

509-782-3513 kay@cityofcashmere.org

#### AGENCY RECEIVING DATA: SAO

Agency Name:

Office of the Washington State Auditor

Contact Name:

Jake Santistevan

Title:

Audit Manager

Address:

1014 Fifth Street, Suite 202, Wenatchee WA 98801

Phone:

(360) 522-2874

E-mail:

jake.santistevan@sao.wa.gov

#### 1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and OCIO policy 141.10) in the handling of information considered confidential.

#### 2. DEFINITIONS

"Agreement" means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

"Data Access" refers to rights granted to SAO employees to directly connect to Agency systems, networks and/ or applications combined with required information needed to implement these rights.

"Data Transmission" refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations.

"Data Storage" refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or OCIO/ State approved services.

"Data Encryption" refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

"Personal Information" means information defined in RCW 42.56.590(10).

#### 3. PERIOD OF AGREEMENT

This agreement shall begin on July 16, 2021, or date of execution, whichever is later, and end on July 15, 2024, unless terminated sooner or extended as provided herein.

#### 4. JUSTIFICATION FOR DATA SHARING

SAO is the auditor of all public accounts in Washington State. SAO's authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

#### 5. DESCRIPTION OF DATA TO BE SHARED

The data to be shared includes information and data related to financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific data requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

#### 6. DATA ACCESS

If desired, with the Agency's permission, the Agency can provide direct, read-only access into its system. SAO will limit access to the system to employees who need access in support of the audit(s). SAO agrees to notify the agency when access is no longer needed.

#### 7. DATA TRANSMISSION

Transmission of data between Agency and SAO will use a secure method that is commensurate to the sensitivity of the data being transmitted.

#### 8. DATA STORAGE AND HANDLING REQUIREMENTS

Agency will notify SAO if they are providing confidential data. All confidential data provided by Agency will be stored with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

#### 9. INTENDED USE OF DATA

The Office of the Washington State Auditor will utilize this data in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09.

#### 10. CONSTRAINTS ON USE OF DATA

The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09.

#### 11. SECURITY OF DATA

SAO shall take due care and take reasonable precautions to protect Agency's data from unauthorized physical and electronic access. SAO complies with the requirements of the OCIO 141.10 policies and standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

#### 12. NON-DISCLOSURE OF DATA

SAO staff shall not disclose, in whole or in part, the data provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's data, SAO will notify the Agency

- a. SAO shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by Agency.
- c. The SAO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

#### 13. OVERSIGHT

The SAO agrees that Agency will have the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

#### 14. TERMINATION

Either party may terminate this Agreement with 30 days written notice to the other party's Agreement Administrator named on Page 1. However, once data is accessed by the SAO, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

#### 15. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution 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 facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

#### 16. GOVERNANCE

a. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the DSA Agreement between Agency and SAO Agency DSA: 21-01

- other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- b. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

#### 17. SIGNATURES

The signatures below indicate agreement between the parties.

Agency		Office of the Washin	gton State Auditor
Signature	Date	Signature	Date
Title:		Title:	

# 2022-2025 COST ANALYSIS FOR CONTRACTS WITH CITIES

948,120	11,776,725 1,303,190 938,904 d): 573,099	11,978,150 (201,425.00)	11,978,150 Indirect Costs	73 57	
				3	Capital Outlay
5.	10.705		45,836	0.60 -	Homeland Security
7,556	576,027 71,369 65,842		576,027	4.00 4.00	Irallic Enlorcement
1,889	686,942 64,232 16,460		686,942	3.60 1.00	Lineigency wignit
81,304	)) 6,250,142	(144,432.00)	6,394,574	3.04 43.04	Emergency Mam+
9,445			1,112,508		Investigation
v	755,425 192,695	(56,993.00)	812,418		Records
(00)	107,751		107,751		Communications
×	938,904		938,904	1	Admin - Vehicles
7,556	1,303,190 107,053 65,842		1,303,190	6.00 4.00	Admin - General
Comm FTE	S Expenditures Total FTE - by Comm FTE	Adjustments	expenditures	5	- Calletton
ication - by	Adjusted General - by	2020 Revenue	2020	* T T T	Department/
Commun-	Je Adjusted General - by Admin Vehicles	1	)	1	7

**2020 Expenditures:** Actual expenditures from the most recent completed fiscal year. This would be the most accurate representation of the costs of the Sheriff's department.

Total Costs:

12,349,824

8.5%

Mutual Benefit Discount: Net Allocated Patrol Costs

Total Sheriff Costs on a Per Deputy Basis:

> 8,951,227 9,782,762 (831,535)

Allocated Patrol Costs:

2020 Revenue Adjustments: Removed revenues related to Sheriff functions that do not pertain to city contracts. Indirect Costs: Costs attributed to the Sheriff's department for the Auditor, Treasurer, Prosecuting Attorney, Maintenance, IT, and the County Audit. Based on 2020 costs. These are not included in Total Sheriff Cost on a Per Deputy Basis, It is shown only for informational purposes

number of commissioned FTE in each function. Admin Vehicles: Since vehicles are provided to commissioned employees, the cost of the vehicles are allocated based on the Admin General: General administration costs should be allocated to each function based on total FTE

Communications: Costs associated with the radios and cell phones to keep the commissioned employees in contact with each other. Allocated based on the number of commissioned FTE in each function.

Records: Maintains Sheriff records generated by the commissioned employees. Allocated based on the number of commissioned employees in each function,

Investigation: Added to patrol costs as a core function of the law enforcement service, Investigation performs its duties among the Sheriff's service similar to the Patrol function.

Emergency Management, Traffic Enforcement Unit, Homeland Security, and Capital Outlay: These categories are only included for purposes of allocating other Sheriff costs. These functions are not included in the Total Sheriff Costs on a Per Deputy

\*FTE Actual calculation is end of year 12/31/2020 total. We had 6 deputy openings at the end of 2020 due to multiple retirements and resignations\*

# Costs on a Per Deputy Basis Break Down of Total Sheriff

Admin Costs:	16,326
Vehicle Costs:	15,061
Communication Costs:	1,728
Records Costs:	15,209
Investigation Costs:	26,777
Patrol Costs:	132,874
Total Sheriff Costs on a	
Per Deputy Basis:	207,975

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1	2022: \$207.295	2021: \$197,588	2020: \$190,538	2019: \$183,739	2018: \$177,184	2017: \$172,374	2016: \$165,744	2015: \$159,369	2014: \$153,240	
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Difference Over Prior Year	2022 Per Deputy Rate	2021 Per Deputy Rate
5.26%	207,975	197,588