



## City of Cashmere

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

CASHMERE CITY COUNCIL MEETING  
MONDAY, SEPTEMBER 27, 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 September 13, 2021, Regular Council Meeting
2. Payroll and Claims Packet Dated September 27, 2021
3. Schedule a public hearing October 11, 2021 at 6:00 p.m. on regulating accessory dwelling units
4. Schedule a public hearing October 25, 2021 at 6:00 p.m. on possible increase in property taxes
5. Schedule a public hearing November 8, 2021 at 6:00 p.m. on preliminary budget for 2022
6. Schedule a public hearing November 22, 2021 at 6:00 p.m. on final budget for 2022

#### BUSINESS ITEMS

1. Revised Law Enforcement Services Agreement for 2022-2025
2. Revised Sheriff's Lease Agreement for 2022-2025
3. Agreement for Services for Contract Management of the Water and Wastewater Treatment Plants
4. Discussion Items: Discussion to prepare for 2022 budget  
Use of ARPA funds  
Offer of employment for wastewater operator in charge

#### 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 SEPTEMBER 13, 2021 AT CASHMERE CITY HALL – In Person and Digital

OPENING

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

Due to the COVID-19 pandemic and the Governor’s proclamation; public can attend the council meeting in person, by phone or by digital conference.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jim Fletcher	
Council:	Vacant Chris Carlson - Digital Dave Erickson - Digital Jayne Stephenson - Digital Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Steve Croci, Director of Operations	Chuck Zimmerman, City’s Attorney

ANNOUNCEMENTS

Mayor Fletcher announced the City has received final approval from the Department of Ecology on the City’s Shoreline Master Program periodic review amendment.

The Mayor informed the Council of a water leak on Mission Creek. The crew spent a couple of days locating and repairing what he refers to as a ghost line.

APPROVAL OF AGENDA

MOVED by Councilor Pratt and seconded by Councilor Stephenson to approve the agenda as presented. Motion carried 4-0.

CONSENT AGENDA

Minutes of August 23, 2021, Regular Council Meeting  
Payroll and Claims Packet Dated September 13, 2021

Claims Direct Pay and Check #41389 and #41393 through #41420 totaling \$102,453.60

Payroll Direct Deposit and Check #41386 through #41388 and #41390 totaling 107,575.25

Manual Check #41384, #41385, #41391 and #41392 not needing prior approval

Acceptance of the Alley Chip Seal project as complete

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

2022 AGREEMENT FOR EMERGENCY SERVICES

The 2021 Emergency Management rate charged to cities was calculated at \$2.88 per capita. The 2022 per capita rate has increased to \$2.95. The annual fee in the 2022 Agreement for Emergency Services is \$9,201.60.

MOVED by Councilor Erickson and seconded by Councilor Pratt to approve the 2022 Agreement for Emergency Services in the amount of \$9,201.60. Motion carried 4-0.

PROGRESS REPORTS

Mayor Fletcher reported that he is moving forward with the sale of the Bulk Volume Fermenter (BVF) property. He has met with the two adjacent property owners that are interested. Neither one of the property owners are interested in granting the City a utility easement through the property.

The Mayor provided the Council information on a Quite Zone study from the City of Monroe, which showed the cost of the study, estimated crossing costs based on federal funding requirements and experience in working with Burlington Northern Rail Road.

The Mayor reminded the Council that Ordinance No. 1298 regarding Accessory Dwelling Units (ADU's) was tabled. The Mayor would like to Council to take action on the Ordinance before the end of the year. The Council can approve, deny or modify the ordinance. If the council's desire is to modify the ordinance, they will need to schedule a public hearing. The consensus of the Council was to hold a public hearing for further review and discussion of ADU's in the City of Cashmere and then take action on the ordinance.

Director of Operations Steve Croci announced that the sewer main replacement on the Sullivan Street project has been completed and the water main replacement will be completed by the end of the week.

The roadway portion of the Safe Routes to School project will be completed by the end of the week and only the electrical work remains to be completed.

The City advertised a Request for Qualifications (RFQ) for a Management Contract for the water and wastewater utilities. Submittals are due October 4<sup>th</sup>.

Director Croci reported that the Planning Commission is working on updating the Park Plan and will be focusing on the East Cashmere lagoon area. The Mayor stated that he would like the Planning Commission to take a 30 year view of Cashmere's growth areas, to determine where the buildout of utilities should be focused. The Council agreed to add the 30-year view to the Commissions work list.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:31 p.m.

---

James Fletcher, Mayor

Attest:

---

Kay Jones, City Clerk-Treasurer



## City of Cashmere

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

### CITY OF CASHMERE NOTICE OF PUBLIC HEARING

---

**NOTICE IS HEREBY GIVEN** that the Cashmere City Council will hold a public hearing on Monday, October 11, 2021 at 6:00 PM at the Cashmere City Hall, 101 Woodring Street, Cashmere, Washington, to consider proposed Ordinance 1298 revising and adding provisions to Title 17 of the Cashmere Municipal Code, regulating accessory dwelling units

If you are unable to attend in person, please call City Hall or access the agenda on the City's website for login information. Written comments can be sent to Kay Jones, City Clerk-Treasurer at [kay@cityofcashmere.org](mailto:kay@cityofcashmere.org).

Publish: Cashmere Valley Record on September 22, 2021.



## City of Cashmere

101 Woodring Street

Cashmere, WA 98815

Ph (509) 782-3513 Fax (509) 782-2840

Website [www.cityofcashmere.org](http://www.cityofcashmere.org)

### **NOTICE OF PUBLIC HEARING ON CITY OF CASHMERE REVENUE SOURCES AND POSSIBLE INCREASE IN PROPERTY TAXES**

The Cashmere City Council will hold a public hearing on Monday, October 25, 2021 at 6:00 p.m. at the Cashmere City Hall on the City of Cashmere Revenue Sources and possible increase in Property Taxes. The public is invited to attend said hearing and make comment.

If you are unable to attend in person, please call City Hall or access the agenda on the City's website for login information. Written comments can be sent to Kay Jones, City Clerk-Treasurer at [kay@cityofcashmere.org](mailto:kay@cityofcashmere.org).

Kay Jones  
City Clerk-Treasurer  
CITY OF CASHMERE

**Please publish one time only on October 13, 2021**

The City of Cashmere is an equal opportunity provider and employer.

To file a complaint of discrimination, write USDA, Director, Office of Civil rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202)720-6382 (TDD).



## City of Cashmere

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

### **NOTICE OF PUBLIC HEARING ON CITY OF CASHMERE PRELIMINARY 2022 BUDGET**

The Cashmere City Council will hold a public hearing on Monday, November 8, 2021 at 6:00 p.m. at the Cashmere City Hall on the City of Cashmere Preliminary Budget for 2022. The public is invited to attend said hearing and make comment.

If you are unable to attend in person, please call City Hall or access the agenda on the City's website for login information. Written comments can be sent to Kay Jones, City Clerk-Treasurer at [kay@cityofcashmere.org](mailto:kay@cityofcashmere.org).

Kay Jones  
City Clerk-Treasurer  
CITY OF CASHMERE

**Please publish one time only on October 27, 2021**

The City of Cashmere is an equal opportunity provider and employer.

To file a complaint of discrimination, write USDA, Director, Office of Civil rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202)720-6382 (TDD).



## City of Cashmere

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

### **NOTICE OF PUBLIC HEARING ON CITY OF CASHMERE FINAL 2022 BUDGET**

The City of Cashmere Preliminary 2022 Budget has been filed with the City Clerk-Treasurer. The Cashmere City Council will hold a public hearing on the Final 2022 Budget for the City of Cashmere on Monday, November 22, 2021, at 6:00 p.m. at the Cashmere City Hall, 101 Woodring Street. Copies of the preliminary budget are available by November 19<sup>th</sup> at Cashmere City Hall, 101 Woodring Street, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. The public is invited to attend said hearing and make comment.

If you are unable to attend in person, please call City Hall or access the agenda on the City's website for login information. Written comments can be sent to Kay Jones, City Clerk-Treasurer at [kay@cityofcashmere.org](mailto:kay@cityofcashmere.org).

Kay Jones  
City Clerk  
CITY OF CASHMERE

**Publish twice, November 3 and November 10**

The City of Cashmere is an equal opportunity provider and employer.

To file a complaint of discrimination, write USDA, Director, Office of Civil rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202)720-6382 (TDD).

**INTERLOCAL LAW ENFORCEMENT SERVICE AGREEMENT**

**CITY OF CASHMERE**

**2022 - 2025**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Chelan, a legal subdivision of the State of Washington, hereinafter referred to as the "County", having its principle place of business located at 400 Douglas St, Suite 201, Wenatchee, Washington, and the City of Cashmere, a municipal corporation of the State of Washington, hereinafter referred to as the "City", having its principle place of business located at 101 Woodring Street, Cashmere, Washington, 98815, and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement functions within its boundaries by the Sheriff, and,

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth, and,

WHEREAS, such contracts are authorized and provided for by the provisions of Chapter 39.34 RCW. Pursuant to RCW 39.34.080, one or more public agencies may contract with one another to perform governmental services which each itself is authorized to perform;

NOW, THEREFORE, it is agreed as follows:

**ARTICLE 1 - PURPOSE**

1.1 Purpose. The County agrees, by and through its Sheriff, to provide law enforcement services within the corporate limits of the City.

1.2 Municipal Authority. The City hereby confers municipal police authority on the County's employees who will provide Law Enforcement Services.



## **ARTICLE 2 - LAW ENFORCEMENT SERVICES**

2.1 Law Enforcement Services. Such services shall encompass the duties and functions of the type within the jurisdiction of and customarily rendered by the Sheriff of the County and the Police Chief of the City under the laws of the State of Washington.

2.2 Such services shall include the enforcement of statutes of the State of Washington and the municipal ordinances of the City, as are enforced by the Sheriff within unincorporated territory of said County and the Police Chief of the City.

2.3 Such Services shall include the designation of a Chief Executive Law Enforcement Officer, or Police Chief of the City pursuant to RCW 35A.12.020, effective January 1, 2022. The Sheriff or his/her designee will be the assigned Police Chief, consistent with the laws of the State of Washington.

2.4 Such services shall include a minimum of **2.5 fulltime employee (FTE)** deputies assigned and scheduled to the City of Cashmere. Said personnel will provide patrol within the city 7 days a week.

2.5 Such services shall include: support services defined in Article III below, property/records management and retention in relationship to public safety and enforcement issues.

## **ARTICLE 3 - OTHER SERVICES**

3.1 Support services will consist of:

A. Investigation services by the detectives division, investigating such crimes as major crimes (felony), drug offenses, fraud and such reports as missing persons, vice and major collisions. These detectives are supported by the patrol function as well as the crime scene analysis, crime laboratory, polygraph, identification and evidence control.

B. Special Operations services such as canine, SWAT, search and rescue, bomb disposal, aviation, marine, dive, and narcotics.

C. Emergency operations and home land security not covered by separate agreement.

3.2 Administrative services include planning and statistics, crime analysis,

subpoena control, training, weapons permits, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations and other services provided by other county departments in support of the Chelan County Sheriff.

3.3 Dispatch communications services shall be provided by RiverCom. RiverCom services are provided through Interlocal agreement with Chelan County. The City of Cashmere shall pay its share of RiverCom costs based upon calls for service within the city limits of Cashmere.

#### **ARTICLE 4 - PERSONNEL**

4.1 The rendition of such services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain in the County.

4.2 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County Deputy and employee engaged in performing any such service and function shall be deemed to be an officer of said City while performing service for said City, which service is within the scope of this Agreement and is a municipal function.

4.3 The level, degree and type of city services and the number of positions assigned to those services shall be determined by the Sheriff or his/her designee, after consultation with the City. In the event of an emergency as determined by the Sheriff which results in the staffing level being less than described in this agreement, the County will make every effort to minimize the impact to staffing levels within the City. While the Sheriff controls the employees, standard of performance, discipline, and all other aspects of performance of the employees assigned to provide Law Enforcement Services, the City may submit comments thereon to the Sheriff.

#### **ARTICLE 5 - EQUIPMENT**

5.1 The County shall furnish and supply all necessary equipment, communication facilities and vehicles and supplies necessary to maintain the level of service to be

rendered hereunder, and shall pay all salaries and employee benefits and other costs in connection therewith.

5.2 Computers. The county will provide mobile data computers to assigned Deputies. The computers will assist the Deputies with computer aided dispatching and records management.

5.3 Special supplies. The city will supply at its own cost and expense any special supplies, stationary, notices, forms, and like where such must be issued in the name of the City.

5.4 The County shall provide an emergency communications frequency 155.370 (LERN). This frequency is to be used for emergency situations only. The County will maintain control of this frequency.

5.5 The City shall furnish office and storage space pursuant to separate lease, the term of which shall be the same as this agreement for law enforcement services.

## **ARTICLE 6 - COMPENSATION**

6.1 The City shall pay to the County the following amounts for said police protection and law enforcement services to be paid in quarterly installments, each installment payable in advance on or before the thirtieth day of each quarter. Said payment shall be credited in full as revenue to the Sheriff's department in the Chelan County budget. Costs are determined by number of FTE's.

6.1.1	Year 2022	\$ 519,938
6.1.2	Year 2023	\$ 541,203
6.1.3	Year 2024	\$ 563,338
6.1.4	Year 2025	\$ 586,379

6.2 The City shall pay to the County for dispatch services those amounts required by RiverCom for services provided within the City limits. RiverCom Costs will be determined annually prior to the beginning of each year. The City shall pay quarterly installments, each installment payable in advance on or before the fifteenth day of each quarter.

6.2.1 Year 2022 \$ \_\_\_\_ TBD \_\_\_\_

6.2.2 Year 2023 \$ \_\_\_\_ TBD \_\_\_\_

6.2.3 Year 2024 \$ \_\_\_\_ TBD \_\_\_\_

6.2.4 Year 2025 \$ \_\_\_\_ TBD \_\_\_\_

6.3 Discretionary Overtime. The City shall also pay to the County those overtime expenses for regular deputies (excluding reserves and/or volunteers) incurred by the County for the following, to-wit:

- (a) Planned, advertised special events created by the city that require additional Sheriff's Office personnel assigned to the City, after notice to the Sheriff.

## **ARTICLE 7 - REPORTING**

7.1 Such services shall include a regular report of public safety issues within the city and region. Separate reporting districts consisting of incorporated and unincorporated areas will be maintained to enable accurate data collection on law enforcement services provided and call for service activity.

7.2 A representative of the Sheriff's Office shall make a report to the City Council either monthly or quarterly as requested by the City. The report shall include the following as it pertains to operations in the City of the preceding month or quarter.

- (a). Calls for service;
- (b). Violations, title 46;
- (c). Field Interviews;
- (d). Total number of hours spent by deputies and reserve deputies patrolling with the City limits;
- (e). Total number of hours spent on foot patrol in the City's downtown core;
- (f). Total number of hours spent on bike patrol within the City limits;
- (g). Total number of training hours of assigned personnel;
- (h). Number of felony/misdemeanor crimes committed within the City.

7.3 In addition to the information included in the above stated reports to the City Council, the Sheriff's Office shall provide the following information related to crime within the City on an annual basis for the purpose of measuring the effectiveness for crime control services:

(a). Prevention of crime: Number of reported crimes within the City by type of crime (including categories to represent property crimes and crimes against person).

(b). Apprehension of offenders: Percentage of reported crimes which are ultimately "cleared," whether by arrest, recovery of stolen property or other "exception".

7.4 The county will notify the city of a significant unusual occurrence within the City, in a timely manner. The order of contact will be the Mayor, Mayor Pro-tem.

## **ARTICLE 8 - PLANNING**

8.1 The County and City will develop a multi-year police services plan. The plan will document the long term vision of the county and city for police services; to include departmental missions and goals. With an ability to identify strategic goals for accomplishing the vision; the plan will be action oriented with a strong emphasis on achieving practical outcomes. The plan will outline the goals and operational objectives of the future of police services. It will be the goal to guide the City and County into a continual program of improvement. The plan will address activities based on, but not limited to, anticipated workloads, population trends, staffing levels, community needs, capital improvement and equipment needs. This direction should provide the members of the police services of the County and City a set of expectations and issues to guide their activities toward common goals and objectives. The content of this plan will be evaluated on a continual basis to insure that our objectives parallel with trends observed in the City, County, State and Nation.

## **ARTICLE 9 - AGREEMENT ADMINISTRATION AND TERMINATION**

9.1 Unless sooner terminated as provided for herein, this Agreement shall take effect on the first day of January, 2022 at 12:00 a.m. and shall terminate at midnight on the 31st day of December, 2025.

9.2 This Agreement may be terminated by either Party for any reason upon six (6) month's advance written notice given to the other Party; provided no termination shall be effective until December 31st of any year following six months after the notice of termination is given. For example, if notice of termination is provided on August 1, 2022, the Agreement shall not terminate until December 31, 2022. If notice of termination is provided on June 1, 2022, then the Agreement shall terminate effective December 31, 2022.

9.3 Termination Transition Plan: Upon the provision of a written notice of termination, the parties shall establish a written plan for orderly transition of law enforcement services from the county to the city, or the city's designee. Said plan shall address all issues related to the transition of law enforcement services including without limitation, personnel, conveyance of capital equipment, workload and assignment of transition tasks. Upon termination, all equipment shall remain the property of the party that purchased it unless an express agreement to purchase and transfer ownership is reached between the parties. Each party shall bear its own cost in developing said plan.

9.4 Notice. The contract personnel for each party hereto, for notices required hereunder, audits, inspections and enforcement of this Agreement are designated as follows:

Chelan County Sheriff, or designee	City of Cashmere Mayor, or designee
401 Washington Street Level 1	101 Woodring Street
Wenatchee, WA 98801	Cashmere, WA 98815

9.5 Automatic Renewal: Subject to the termination provisions herein, if no new express agreement is reached before the end of the term, this Agreement shall automatically renew for successive one-year periods, on substantially the same terms and conditions as contained herein, except that the annual costs due and owing by City stated in

Subsections 6.1 and shall automatically increase by 5% for each year of automatic extension.

#### **ARTICLE 10 - INDEMNIFICATION.**

10.1 The County shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents from and against any loss or claim for damages of any nature whatsoever, arising out of the provision of Law Enforcement Services provided pursuant to the provisions of this agreement, except to the extent such damages are caused by the negligent or willful act or omission of the City, its elected or appointed officials, officers, employees, agents, or a third party. Nothing herein shall be deemed to constitute a waiver by the County of its immunity pursuant to Title 51 RCW.

10.2 The City shall indemnify, defend and hold harmless the County, its officers, agents, appointed and elected officials and employees, from any loss or claim for damages of any nature whatsoever, arising out of any negligent or willful act or omission of the City, its elected or appointed officials, officers, agents, or employees.

#### **ARTICLE 11 - AGREEMENT OVERSIGHT**

11.1 The City and County may agree to establish an oversight committee consisting of the chief executive officers or their designees; the Sheriff or his/her designee, the County Commissioners or their designee, and the Mayor or his/her designee.

11.2 If established, at the request of the Mayor or the Sheriff, the Committee may meet at least annually to ensure the parties of this agreement comply with the provisions set forth by the agreement, including administration of the agreement and management of the services provided.

11.3 In addition the committee shall review personnel, training and standards and may make recommendations to the County and City for improvement or recognition.

11.4 If there is an operational problem or agreement dispute the committee may review and attempt to resolve the problem or dispute. If the committee is unable to resolve the problem or dispute, this agreement shall be construed in accordance with the laws of the State of Washington.

11.5 The Oversight Committee is responsible for proposing amendments to this agreement, which could then be agreed by the City and County legislative bodies.

## **ARTICLE 12 - DISPUTES**

12.1 Dispute Resolution Process: In case of a dispute over the performance or meaning of the provisions of this Agreement which has not been resolved through discussion between the Parties, said dispute shall be submitted to a Dispute Resolution Board consisting of three individuals; one appointed by each party and the third selected by the two initial members. Said board shall decide matters by majority vote. If either Party is not satisfied with the result, it may utilize any other remedy to which it may be entitled at law or in equity.

## **ARTICLE 13 - PAYMENT AND INSURANCE**

13.1 Invoicing by the County. The County shall provide separate invoices to the City by the first day of January, April, July, and October for the Base Service Fee and Rivercom dispatch costs based upon calls for service within the city limits of Cashmere for the first, second, third and fourth quarter, respectively, and for the Discretionary Overtime Fee for the second, third, fourth and first quarters, respectively. Such invoice shall also reflect appropriate credits for payments to be made by the County to the City for each such quarter, as set out in other sections of this Agreement.

13.2 Payment. City shall pay the Service Fee invoiced by the County on or before the thirtieth day of January, April, July and October, respectively.

13.3 Overdue Payments. If any portion of the Service Fee is not paid by the City when due, the unpaid balance shall bear interest thereon from the date such payment was due to the date of receipt of payment at the rate of twelve percent (12%) per annum.



13.4 Insurance City. The City shall maintain at all times during the term of this Agreement a general liability insurance policy, or other comparable coverage, with a self-insured retention of no more than \$500,000, and a policy limit of no less than \$2,000,000.

13.5 Insurance County. The County shall maintain at all times during the term of this Agreement a general liability insurance policy, or other comparable coverage, with a self-insured retention of no more than \$500,000 and a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 aggregate limits. An insurance certificate or equivalent evidencing the required coverage shall be furnished to the City upon request.

#### **ARTICLE 14 - MISCELLANEOUS**

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

14.2 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 or be construed as a waiver of any subsequent breach by such other Party.

14.3 Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any acts 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.

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

14.5 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 the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

14.6 Non-discrimination. The County and City certify that they are Equal Opportunity Employers. The County has developed and implemented affirmative action programs in accordance with the guidelines in revised order 4 of the United States Department of Labor. If required, the City will develop and implement affirmative action programs that meet the applicable federal standards.

14.7 Attorney's Fees and Costs. Each Party shall bear its own attorney's fees and costs in the resolution of a dispute or litigation.

14.8 A copy of this Agreement shall be filed with the Chelan County Auditor's Office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the City of Cashmere by vote of the City Council, approved this Agreement, and the County of Chelan by vote of its Board of County Commissioners has approved this Agreement on the day and year first above written.

CITY OF CASHMERE

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

ATTEST: \_\_\_\_\_  
Clerk

CHELAN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

APPROVED:

By: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chelan County Sheriff

## Lease Agreement for Storage and Office Facilities

**Cashmere**

**2022-2025**

This Lease, is made and entered into as of the 13<sup>th</sup> day of September, 2021, by and between Chelan County, by and through the Board of Commissioners and Sheriff, (Lessee), whose address is 400 Douglas Street, Suite 201 Wenatchee, WA 98801, and the City of Cashmere, (Lessor), whose address is 101 Woodring Street, Cashmere, WA 98815.

WITNESSETH the parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. Whereas the Lessor, Cashmere, and Lessee, Chelan County, are participants in a law enforcement services contract effective for the years 2022 through 2025, whereby the Sheriff provides Cashmere with law enforcement services.
2. Lessor hereby leases to the Lessee the following described premises: space in the buildings and parking lot located at 101 Woodring St, Cashmere, WA, owned by the City of Cashmere, situated on Assessor's parcel number 23 19 04 930 236, and otherwise legally described as Plat of Woodring, Block 2, Lots 28 through 32. Said building and parking spaces consisting of portions of the first and second floors of Lessor's City Hall and the Lessor's garage as depicted by the shaded areas including descriptions shown on Exhibit A (attached and incorporated herein) to be used exclusively for Sheriff's office needs, equipment, and vehicle storage, and other uses at the discretion of the Sheriff.

3. To have and hold the premises with their appurtenances for the term beginning the 1<sup>st</sup> day of January, 2022 and ending the 31<sup>st</sup> day of December 2025. Rent due to Cashmere from the Sheriff shall be paid in monthly installments, payable by the 15<sup>th</sup> day of each month.

Beginning on January 1, 2022 the annual rent will be \$40,716; and

Beginning on January 1, 2023 the annual rent will be \$42,381; and

Beginning on January 1, 2024 the annual rent will be \$44,114; and

Beginning on January 1, 2025 the annual rent will be \$45,918.

It is intended that this lease agreement shall be in effect during the same period that the law enforcement services contract is in effect.

4. The parties are authorized pursuant to RCW 39.34 to enter into this Agreement for Lease between municipal corporations. Lessee shall not assign this Lease and shall not sublet the premises.

5. The Lessor shall furnish to the Lessee, during the occupancy of the premises, under the terms of this Lease, as part of the rental consideration, the following:

Office and storage areas, parking and all utilities, excluding telephone.

6. Lessor shall, unless herein specified to the contrary, maintain the premises in good repair and tenable condition during the continuance of this Lease, except in case of damage arising from the acts or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at any reasonable time, but only after 24 hour notice to Lessee, to enter and inspect the premises and to make any necessary repairs to the building.

7. The Lessee shall have the right during the existence of this Lease, to make alterations, attach fixtures, and erect additions, or structures or signs, in or upon the premises hereby leased, which fixtures, additions or structures so placed in or upon or attached to the said premises shall be and remain the property of the Lessee and may be removed there from by the Lessee upon the termination of this Lease.

8. In the event the leased premises are destroyed or injured by fire, earthquake or other casualties so as to render the premises totally or partially unfit for occupancy, or the Lessor neglects, refuses, or is unable to restore said premises to their former condition, then the Lessee may terminate this Lease, but Lessor shall not be required to provide alternate premises.

9. It is understood that no guarantees, express, or implied, representations, promises or statements have been made by the Lessee or Lessor unless endorsed hereon in writing.

10. The Lessee shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of the Lessor.

11. Upon default in any term or condition of this Lease, the Parties shall have the right to undertake any or all other remedies permitted by law.

12. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

13. Upon termination of the law enforcement services agreement between the Parties, this Lease shall terminate automatically.

APPROVED BY the City Council of the  
City of Cashmere at an Open Public  
Meeting on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

CITY OF CASHMERE

By: \_\_\_\_\_  
JIM FLETCHER, Mayor

ATTEST:

\_\_\_\_\_  
KAY JONES, City Clerk

APPROVED BY the Chelan County Sheriff  
On the 14<sup>TH</sup> day of SEPTEMBER, 2021.

By: Brian Burnett  
Brian Burnett, Sheriff

ATTEST:

Carlye Baity  
Carlye, Baity, Clerk of the Board



APPROVED BY  
Chelan County Board of Commissioners

on the 13<sup>TH</sup> day of Sept., 2021.

By: Bob Bugert  
BOB BUGERT, Chairman

By: Kevin Overbay  
KEVIN OVERBAY, Commissioner

By: Tiffany Gering  
TIFFANY GERING, Commissioner

Exhibit A-Map of Cashmere City Hall, Floors One and Two  
101 Woodring St, Cashmere, WA 98815  
Leased spaced is indicated by shaded areas .

# Staff Summary

**Date:** 8/19/2021

**To:** City Council

**From:** Jim Fletcher, Mayor

**RE: Agreement for Services: Jacobs Project Management Co.**

The purpose of this agreement is to provide immediate and temporary staffing assistance for Cashmere utilities, specifically operation of the wastewater treatment facility.

Conditions of the operating permits issued by Washington State Dept of Ecology require all wastewater treatment plant operators to have certification Levels I, II, III, or IV. Operator Levels III and IV can serve as "operator in charge" making operating decisions and documenting compliance with State permit requirements. Options for a new employee at entry Level I - in training, would assist in routine activities with adequate supervision providing on the job training.

In anticipation of two employee retirements, job announcements were initiated. Recruitment efforts revealed an industry wide shortage of qualified utility operators, and specifically operator Level III Operators. A part time contract Level IV operator was retained to assist with meeting permit reporting and compliance. Existing City employees do not have the qualifications as wastewater operators.

A long-term approach to managing city utilities was discussed with Council authorizing staff to solicit statements of qualifications from utility management companies. Intent of a management company is to provide staff and management to organize and improve daily operations efficiencies and maintenance of utility infrastructures.

Therefore, an agreement with Jacobs Project Management Co. is to access their ability to provide qualified operators on an interim basis until either additional city employees are retained or a contract with a utility management company is approved. Recruitment efforts for city employees is continuous, expectation for a long-term management company to start would be no earlier than January 2022.

**Staff Recommendation:** Authorize Staff to negotiate with Jacobs Project Management a scope of services and compensation schedule for Council approval.



---

## AGREEMENT FOR SERVICES

This Agreement for Services (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date") by and between Jacobs Project Management Company, a Delaware corporation ("Contractor"), whose address for formal notice is 9191 S. Jamaica Street, Englewood, Colorado 80211, attn: OMFS, and the City of Cashmere, Washington ("Owner"), whose address for formal notice is 101 Woodring Street, Cashmere, Washington 98815, Attn: Mayor, who collectively shall be referred to as the "Parties."

The Parties agree to enter into this Agreement for certain services that Contractor is to perform for the benefit of Owner, subject to the terms and conditions set forth below:

### 1. SCOPE OF SERVICES

Contractor will perform the scope of services set forth in Appendix A of this Agreement (the "Services"). Contractor shall perform the Services with the degree of skill and diligence normally employed by similarly situated personnel performing the same or similar services and within the design capacity and capability of Owner's facilities, when applicable.

### 2. TERM AND TERMINATION

- 2.1. The initial term of this Agreement shall be for a period of one (1) month, commencing on the Effective Date. Upon conclusion of the initial term, this Agreement shall continue on a month to month basis, unless terminated by either party.
- 2.2. This Agreement may be terminated by Contractor for its convenience on fifteen (15) calendar days' written notice; or by either party for cause upon fifteen (15) calendar days' written notice to the other party, if either party fails to substantially perform through no fault of the other and does not commence correction of such nonperformance within five (5) calendar days of written notice and diligently complete the correction thereafter. Upon termination, Contractor shall be paid for all authorized work performed up to the termination date.

### 3. COMPENSATION

Owner will compensate Contractor as set forth in Appendix B. Monthly invoices will be issued by Contractor for all work performed under this Agreement. Work performed under this Agreement may be performed using labor from affiliated companies of Contractor. Such labor will be billed to Owner under the same billing terms applicable to Contractor's employees.

### 4. INVOICES AND TERMS OF PAYMENT

- 4.1. Contractor will submit invoices on a monthly basis to Owner each month. Each invoice will be prepared on Contractor's standard form and supported by documentation according to Contractor's standard practice.
- 4.2. Invoices are due and payable on receipt. Interest at a rate of 1-1/2 percent per month, or the maximum permitted by law if less, will be charged on all past-due amounts starting thirty (30) calendar days after date of invoice. Payments will first be credited to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested shall be withheld from payment, and the undisputed portion shall be paid. Interest shall accrue on any contested portion of the billing and shall be immediately payable if the contested billing is resolved in favor of Contractor. No interest will be due on any disputed portion of the billing if the dispute is ultimately mutually resolved.
- 4.3. If Owner fails to make payment in full within thirty (30) calendar days of the date due for any undisputed billing, Contractor may, after giving seven (7) calendar days' written notice to Owner, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, Contractor will have no liability to Owner for delays or damages caused by Owner because of such suspension.

---

## 5. OBLIGATIONS OF CONTRACTOR

### 5.1. Standard of Care

The standard of care applicable to Services is the degree of skill and diligence normally employed by those performing similar services at the time Services are performed. If Contractor delivers services, reports or documents based on information provided by others, Contractor does not warrant their accuracy, and is not responsible for any errors or omissions that have been incorporated into such documents by others. Owner's sole remedy for Contractor's breach of this standard of care is the re-performance of those Services directly related to such breach up to the limit of remedy set forth in this Agreement.

### 5.2. Contractor's Insurance

Contractor will maintain throughout this Agreement the following insurance:

- a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Contractor or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- d) Owner will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages identified above (except with respect to worker's compensation and employer's liability insurance) and Contractor waives subrogation against Owner as to said policies.

### 5.3. Warranties and Completion

5.3.1. Contractor warrants that all materials and equipment furnished under this Agreement will be new, unless otherwise specified.

5.3.2. If applicable, Contractor will pass through to Owner the warranty extended by the manufacturer for all products, equipment, systems or materials. There are no warranties that extend beyond the description on the face thereof.

5.3.3. **CONTRACTOR MAKES NO WARRANTIES OR GUARANTEES ON THE SERVICES OR MATERIALS SUPPLIED BY CONTRACTORS. NO OTHER REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS INTENDED IN OR BY THIS AGREEMENT.**

### 5.4. Independent Contractor; Subcontracts

5.4.1. Contractor represents that it is an independent contractor and will perform services as an independent contractor and not as an agent or employee of Owner.

5.4.2. Contractor may retain such other subconsultants or subcontractors as it may deem desirable for proper and timely performance of services. Contractor shall be responsible for the management of the subcontractors and subconsultants in the performance of their work.

5.4.3. The Services performed by Contractor under this Agreement shall be considered advisory only. Owner shall solely be responsible for the management and direction of its employees in following Contractor's advice and recommendations. No provision

---

in this Agreement shall be construed to confer any managerial or supervisory authority on Contractor. Contractor shall have no responsibility in supervising, managing or directing Owner's employees and shall not be liable for the actions of Owner's employees in carrying out recommendations provided for by Contractor.

5.5. Access to Records

Contractor will maintain accounting records, in accordance with generally accepted accounting principles. Records relating to services will be available to Owner during Contractor's normal business hours for a period of one (1) year after Contractor's final invoice under this Agreement for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder, but excluding proprietary and confidential financial information. Only audit cost-reimbursable items will be subject to audit.

**6. OBLIGATIONS OF OWNER**

6.1. Owner-Furnished Data

Owner will provide to Contractor all data in Owner's possession, including copies of all applicable project requirements, design criteria or constraints, design and construction details or standards, previous reports, surveys, process descriptions, material balance sheets, process and instrumentation diagrams, permits issued by state, federal or local authorities relating to the operation of the project, and other information required or relating to Contractor's services on the project. Contractor will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Owner.

6.2. Access to Facilities and Property

Owner will make its facilities accessible to Contractor as required for Contractor's performance of its services and will provide labor and safety equipment as required by Contractor for such access. Owner will perform, at no cost to Contractor, such tests of equipment, machinery, pipelines, and other components of Owner's facilities as may be required in connection with Contractor's services.

6.3. OSHA Compliance.

Owner shall have the sole responsibility for identifying and performing any current or future improvements which may be required at the Project to bring the facilities within OSHA compliance.

6.4. Hiring of Contractor's Employees

Owner agrees to not solicit, offer employment or other compensation to all personnel of Contractor directly working on this project, for a period of two (2) years after the end date of this Agreement or re-assignment of personnel from this project. If Owner hires Project personnel in violation of this section, Owner shall pay Contractor a finder's fee equal to the employee's annual salary when last employed by Contractor.

6.5. Operations Assistance and Services

Owner authorizes Contractor to operate, modify, inspect and otherwise physically manipulate equipment, furnishings, property and other elements associated with the Services. Owner authorizes Contractor to take such actions in these respects as Contractor considers necessary to meet the objectives of the work.

6.6. Advertisements, Permits, and Access

Owner will and has the sole responsibility for obtaining, renewing, arranging, complying and paying for all advertisements for bids; permits and licenses required by local, state, or federal authorities (including those required for the operation of the project); and land, easements, rights-of-way, and access necessary for Contractor's Services.

---

6.7. Asbestos or Hazardous Substances

- 6.7.1. If asbestos or hazardous substances in any form are encountered or suspected while performing the Services, Contractor will stop its own work in the affected portions of the Project to permit testing and evaluation.
- 6.7.2. If asbestos is suspected, Contractor will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.
- 6.7.3. If applicable, if hazardous substances other than asbestos are suspected, Contractor will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.
- 6.7.4. Owner recognizes that Contractor assumes no risk and/or liability for a waste or hazardous waste at the site.

6.8. Owner's Insurance

- 6.8.1. Owner will maintain property insurance on all facilities and property used by Contractor or associated in any way with the project.
- 6.8.2. Owner will provide for a waiver of subrogation as to all Owner-carried property damage insurance, in favor of Contractor, Contractor's officers, employees, affiliates, and subcontractors.

6.9. Litigation Assistance

The Services to be performed under this Agreement does not include costs of Contractor for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner. All such Services required or requested of Contractor by Owner, except for suits or claims between the parties to this Agreement, will be reimbursed as mutually agreed.

6.10. Changes

Owner may request changes to the Services. If such changes affect Contractor's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement. All requested changes will be made in writing and are subject to acceptance by Contractor.

**7. GENERAL LEGAL PROVISIONS**

7.1. Authorization to Proceed

Execution of this Agreement by Owner will be authorization for Contractor to proceed with the work, unless otherwise provided for in this Agreement.

7.2. Force Majeure

Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of Contractor. In any such event, Contractor's agreement price and schedule shall be equitably adjusted.

7.3. Fines and Civil Penalties

Contractor shall not be liable for any fines or civil penalties which may be imposed by a regulatory or enforcement agency for violations occurring on or after the commencement date of this Agreement, as a result of the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, or ordinance or that result from violations that occurred prior to the commencement date of this Agreement.

7.4. Limitation of Liability

---

Contractor's liability to Owner under this Agreement specifically excludes any and all indirect or consequential damages arising from the Work contemplated under this Agreement unless caused by the negligence of Contractor, as further detailed in Section 7.6 below. Contractor shall not be liable for fines or civil penalties, which may be imposed by a regulatory agency, which are occasioned by the provision of services under this Agreement, unless caused by the negligence of Contractor. The limitations of liability shall apply whether Contractor's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause, except the limitations shall not apply to willful misconduct or negligence. Said limitations shall apply to Contractor's officers, affiliated corporations, employees, and subcontractors.

7.5. Indemnification

Contractor shall indemnify, defend, and hold harmless, Owner, its officers, agents and employees, from and against any and all claims, losses, or liabilities, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of Contractor, its officers, agents, and employees, in connection with the services described in this Agreement. Owner shall indemnify, defend and hold harmless, Contractor, its officers, agents and employees, from and against any and all claims, losses, or liabilities, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of Owner, its officers, agents, and employees, in connection with the services described in this Agreement.

7.6. Consequential Damages

Failure of Contractor to provide the services as described in Appendix A in a manner consistent with the standard of care for providing these types of services in the state of Washington shall subject Contractor to damages incurred by Owner, including liability for any consequential damages to the extent Contractor is negligent in its performance of services.

7.7. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability indemnities and other express representations shall survive termination of this Agreement.

7.8. Jurisdiction

Jurisdiction and venue for any action to enforce any provisions of this Agreement shall be in the Superior Court of Chelan County, Washington.

7.9. Third Party Beneficiaries and Scope of Services

This Agreement gives no rights or benefits to anyone other than Owner and Contractor and has no third-party beneficiaries. The Work to be performed for Owner by Contractor is defined solely by this Agreement, and not by any other contract or agreement that may be associated with the Work.

7.10. Assignments

This is a bilateral Agreement for professional services. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

7.11. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

---

7.12. Ownership of Work Products and Intellectual Property

All of the Work products of Contractor in executing this Project (including all the rights related to such Work Products) shall be the sole property of Contractor, subject to the rights of the Owner, as the case may be. All reports, data, information, documents, specifications, flow-charts, discoveries, know-how, inventions, processes, firmware, computer software, source and object code, and software documentation as well as any resulting intellectual property, including but not limited to, invention disclosures, provisional patent applications, regular patent applications, patents, trade secrets, proprietary information, copyrights, trademarks, service marks, domain names, trade dress, and moral rights developed during the course of, or as a result of, the Project shall be the sole property of Contractor, subject to the rights of the Owner, as the case may be.

---

**8. APPENDICES AND SIGNATURES**

This Agreement, including its Appendices, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following Appendices and schedules are hereby made a part of this Agreement:

Appendix A—Scope of Services

Appendix B—Compensation

IN WITNESS WHEREOF, the parties execute below:

**Approved for Owner** (Print and sign name)

By

Name

Title

Date

**Approved for Jacobs Project Management  
Company** (Print and sign name)

By

Name

Title

Date

---

## APPENDIX A – SCOPE OF SERVICES

**To be completed after documenting discussion between Steve Croci, Jim Huentelman, Paul Rheault, and Larry Mattson on 9/16/21.**



## APPENDIX B – COMPENSATION

Compensation by Owner to Contractor will be as follows:

**Contractor price to be submitted once an operator and their home project has been identified.**