



## 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, JUNE 13, 2022, 6:00 P.M., CITY HALL

**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 - ROLL CALL – FLAG SALUTE

ANNOUNCEMENTS

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of May 23, 2022, Regular Council Meeting
2. Payroll and Claims Packet Dated June 13, 2022

BUSINESS ITEMS

1. Public Hearing to Consider the Vacation of a Portion of Kennedy Road
2. Ordinance No. 1310 Authorizing the Furniss Annexation pursuant to the petition method
3. Second Amendment to contract for Solid Waste Collection Services
4. Founders Day Special Use Permit
5. Automatic Aid Agreement with Fire District No. 6
6. Interlocal Agreement for Emergency Medical Services

PROGRESS REPORTS

ADJOURNMENT

MINUTES OF THE CASHMERE CITY COUNCIL MEETING  
MONDAY MAY 23, 2022, AT CASHMERE CITY HALL – In Person and Digital

OPENING

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

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:	John Perry Chris Carlson Shela Pistorresi - Zoom Jayne Stephenson Derrick Pratt	
Staff:	Steve Croci, Director of Operations Tammy Miller – Permit Specialist	Kay Jones, Clerk-Treasurer

ANNOUNCEMENTS

The mayor shared that there's water in the pool and interviews for staff have begun. The pool manager is needing a minimum of 15 staff members and so far, seven lifeguards have been hired.

APPROVAL OF AGENDA

MOVED by Councilor Carlson and seconded by Councilor Perry to approve the agenda as provided. Motion carried unanimously.

CONSENT AGENDA

Minutes of May 9, 2022, Regular Council Meeting  
Payroll and Claims Packet Dated May 23, 2022

Claims Direct Pay and Check #41912 through #41929 totaling \$ 144,250.87

MOVED by Councilor Carlson and seconded by Councilor Perry to approve the items on the Consent Agenda. Motion carried unanimously.

WSDOT ROW PROCEDURES

The city will need to acquire real property for the Sunset Highway project and federally funded construction projects require additional procedures to be followed. The agreement adopts procedures to adhere to for all applicable laws, statutes, and regulations in acquiring right of way in accordance with the policies set forth in the Washington State Department of Transportation Right of Way Manual and Local Agency Guidelines.

MOVED by Councilor Pratt and seconded by Councilor Carlson to approve the agreement. Motion carried unanimously

PARAGLIDER AGREEMENT - 2022

The agreement would allow Aerial Paragliding to provide on-ground training for their students at Riverside Park. Conditions would be a permit fee of \$2.50 per student and proof of insurance holding the city harmless, written with limits no less than \$5,000,000 each occurrence and, \$5,000,000 general aggregate.

MOVED by Councilor Pratt and seconded by Councilor Perry to approve the agreement with terms and conditions. Motion carried with four in favor with Councilor Carlson voting no

PROGRESS REPORTS

Discussions have started between the Mayor and the Library District to move the library to Riverside Center. Within the next few months, an agreement may be ready for council review. The desired timeline will have an agreement in place for the Fall of 2023, start renovations in the spring of 2024, and move-in the fall of 2024.

Councilman Carlson shared that he had attended a conference about gang activity in Wenatchee and East Wenatchee. He is concerned that gang activity could be coming to town and would like to invite a speaker in to discuss the issues.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:36 p.m.

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James Fletcher, Mayor

Attest:

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Tammy Miller, Permit Specialist

**ORDINANCE NO. 1310**

**AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE FURNISS ANNEXATION TO THE CITY PURSUANT TO THE PETITION METHOD, SAID ANNEXATION BEING LEGALLY DESCRIBED AS SET FORTH IN EXHIBIT "A" TO THIS ORDINANCE, AND GENERALLY DEPICTED IN THE SURVEY MAP AS SET FORTH IN EXHIBIT "B" TO THIS ORDINANCE; DESIGNATING THE ZONING OF THE ANNEXATION AREA; APPROVING THE TITLE OF THE ORDINANCE; CONTAINING A SEVERABILITY PROVISION; AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, Petitioners, being the owners as defined in RCW 35A.01.040, of not less than ten percent (10%) in value, according to the assessed valuation of the property for which annexation is petitioned, prior to initiation of the petition, notified the City Council of petitioners' intention to commence annexation proceedings for the area commonly known as the Furniss land area annexation to the City of Cashmere (City); and

**WHEREAS**, the City Council met with said initiating owner on Tuesday, November 10, 2021 and determined by Council action that the City would accept the proposed annexation providing that existing City indebtedness shall be assumed by the area to be annexed and further providing that the City's Comprehensive Plan shall be deemed to apply to the area upon such annexation; and

**WHEREAS**, a sufficient petition for annexation was subsequently filed with the City Council pursuant to RCW 35A.14.120, signed by the owner of not less than 60 percent in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned, seeking annexation to the City as legally described in Exhibit "A"; and

**WHEREAS**, pursuant to RCW 35A.14.130, the City fixed Monday, March 28, 2022, at the hour of 6:00 p.m. as the date and time for a public hearing on said proposed annexation and caused notice of such hearing to be published and posted in accordance with the law, and the hearing having been held on that date and all interested parties appearing at said hearing and desiring to be heard in regard to the proposed annexation having been heard by the Council; now therefore,

**WHEREAS**, a Notice of Intent was filed with the Chelan County Boundary Review Board and declared exempt May 25, 2022, as per the criteria of RCW 36.93.180.

**The City Council of the City of Cashmere, Washington do ordain as follows:**

**Section 1. Annexation.** The real property commonly known as the Furniss Annexation in Chelan County, Washington described below, contiguous to the City of Cashmere, Washington, and within the City of Cashmere Urban Growth Boundary, is hereby annexed to and incorporated in the city limits of the City of Cashmere, Washington, on the terms and conditions set forth in this ordinance.

The real property annexed by this ordinance is legally described on the attached Exhibit "A" and

generally depicted in the survey map on the attached Exhibit "B" incorporated herein by this reference.

**Section 2. Zoning.** Zoning of the annexation area shall be Multi-Family (MF), the zoning depicted for the annexation in the "Map of the Cashmere Zoning Ordinance". The City Clerk/Treasurer is directed to insert this zoning for the annexation area on the "Map of the Cashmere Zoning Ordinance" when this Ordinance becomes effective.

**Section 3. Comprehensive Plan.** The annexed real property shall be subject to the Comprehensive Land Use Plan adopted heretofore by the City of Cashmere, Washington. The annexed real property is hereby zoned in accordance with the Comprehensive Plan as Multi-Family (MF), as set forth in the City of Comprehensive Plan Land Use Designation Map.

**Section 4. Taxation.** The annexed real property described herein shall be assessed and taxed at the same rate and on the same basis as other properties in the City of Cashmere, Washington to pay for all or any portion of the outstanding indebtedness of the City of Cashmere, approved by the voters, contracted or incurred prior to or existing at the date of annexation.

**Section 5. Summary.** The title of this Ordinance is hereby approved as a summary of this Ordinance.

**Section 6. Publication.** The City Clerk/Treasurer is hereby directed to cause a summary of this Ordinance to be published in a newspaper of general circulation in the City and the City's official newspaper. The City Clerk/Treasurer is further directed to file certified copies of this ordinance with the Board of Commissioners for Chelan County, Chelan County Auditor and Chelan County Assessor.

**Section 7. Severability.** If any section, sentence clause or phrase of this Ordinance shall be held invalid or unconstitutional by court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence clause or phrase of this ordinance.

**Section 8. Corrections.** Upon the approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance, including but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, sections/subsections numbers and any references thereto

**Section 9. Effective Date.** This ordinance shall take effect and be in full force five (5) days after the ordinance or a summary thereof consisting of the title is published.

Passed by the City Council of the City of Cashmere and approved by the Mayor at a regular open public meeting this 13<sup>th</sup> day of June 2022.

CITY OF CASHMERE

By: \_\_\_\_\_  
James Fletcher, Mayor

Attest:

\_\_\_\_\_  
Kay Jones, City Clerk-Treasurer

Approved as to form:

By: \_\_\_\_\_  
Charles D. Zimmerman, City Attorney

Passed by the City Council: 6/13/2022  
Published in the Cashmere Valley Record: 6/22/2022  
Effective date: 6/27/2022  
Ordinance No: 1310

EXHIBIT A

LOT A

That portion of the NE 1/4 of Section 5 T 23 N R 19 E W.M. Chelan County, Washington described as follows:

Beginning at the Center 1/4 of said Section a 3 1/2" Cased Aluminum Cap at the Junction of Pioneer Ave and Evergreen Dr, thence N 02°35'13" W 1377.67' to the Center North 1/16<sup>th</sup>, a 5/8" Cased Rebar at the Junction of Evergreen Dr. and Kimber Rd., thence N 84°12'10" E 30.05' to the 30' right of way of Evergreen Dr. the True Point of Beginning, thence along said right of way of Evergreen Dr. N 02°32'20" W 31.52' to Engineers Station 13+50 30' Left, thence continue along said right of way N 28°25'29" E 58.31' to Engineers Station 13+00 60' Left, thence continuing along the right of way N 02°32'20" W 28.17' to a 5/8" Rebar and Cap marked LS 14469 WCA, thence leaving said right of way S 87°52'13" E 37.66' to a similar Rebar and Cap, thence N 69°43'54" E along the North line of that parcel described in Statutory Warranty Deed Bennett to Free AFN 2510867 for 24.45', thence S 02°35'13" E 119.51', thence N 89°07'13" W 91.09' to the True Point of Beginning.

LOT B

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND GOVERNMENT LOT 2, SECTION 5, TOWNSHIP 23 NORTH, RANGE 19, EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF AFORESAID GOVERNMENT LOT 2 AND RUNNING SOUTH ALONG THE WEST BOUNDARY FOR A DISTANCE OF 16.5 FEET; THENCE SOUTH 86°32' EAST FOR A DISTANCE OF 30.0 FEET TO THE TRUE POINT OF BEGINNING; CONTINUING SOUTH 86°32' EAST FOR A DISTANCE OF 229.68 FEET; THENCE NORTH 18°01' WEST FOR A DISTANCE OF 182.9 FEET; THENCE SOUTH 72°50' WEST FOR A DISTANCE OF 109.7 FEET; THENCE NORTH 86°27' WEST FOR A DISTANCE OF 68.16 FEET; THENCE SOUTH FOR A DISTANCE OF 132.0 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM PORTION CONVEYED TO CHELAN COUNTY FOR ROAD BY DEED RECORDED IN VOLUME 499, PAGE 300, UNDER AUDITOR'S FILE NO. 468480, RECORDS OF SAID COUNTY.

TOGETHER WITH: A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND PART OF GOVERNMENT LOT 2, ALL IN SECTION 5, TOWNSHIP 23 NORTH, RANGE 19, EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND RUNNING SOUTH ALONG THE WEST BOUNDARY THEREOF FOR A DISTANCE OF 16.50 FEET; THENCE SOUTH 86°32' EAST PARALLEL TO THE NORTH BOUNDARY OF SAID SUBDIVISION FOR A DISTANCE OF 259.68 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; CONTINUING SOUTH 86°32' EAST FOR A DISTANCE OF 405.92 FEET; THENCE NORTH 03°22' WEST ALONG THE WESTERLY BOUNDARY OF THE PLAT OF WILLOWDALE ADDITION FOR A DISTANCE OF 230.80 FEET; THENCE SOUTH 89°58' WEST FOR A DISTANCE OF 221.90 FEET; THENCE SOUTH 81°59' WEST FOR A DISTANCE OF 228.50 FEET; THENCE SOUTH 18°01' EAST FOR A DISTANCE OF 182.90 FEET TO THE POINT OF BEGINNING.

EXCEPT: That portion of the NE 1/4 of Section 5 T 23 N R 19 E W.M. Chelan County, Washington described as follows:

Beginning at the Center 1/4 of said Section a 3 1/2" Cased Aluminum Cap at the Junction of Pioneer Ave and Evergreen Dr, thence N 02°35'13" W 1377.67' to the Center North 1/16<sup>th</sup>, a 5/8" Cased Rebar at the Junction of Evergreen Dr. and Kimber Rd., thence N 84°12'10" E 30.05' to the 30' right of way of Evergreen Dr. the True Point of Beginning, thence along said right of way of Evergreen Dr. N 02°32'20" W 31.52' to Engineers Station 13+50 30' Left, thence continue along said right of way N 28°25'29" E 58.31' to Engineers Station 13+00 60' Left, thence continuing along the right of way N 02°32'20" W 28.17' to a 5/8" Rebar and Cap marked LS 14469 WCA, thence leaving said right of way S 87°52'13" E 37.66' to a similar Rebar and Cap, thence N 69°43'54" E along the North line of that parcel described in Statutory Warranty Deed Bennett to Free AFN 2510867 for 24.45', thence S 02°35'13" E 119.51', thence N 89°07'13" W 91.09' to the True Point of Beginning.



3/3/20





**SECOND AMENDMENT TO  
CONTRACT FOR SOLID WASTE COLLECTION SERVICES**

This SECOND AMENDMENT TO CONTRACT SOLID WASTE COLLECTION SERVICES (this "**Second Amendment**") is entered into by and between WASTE MANAGEMENT OF WASHINGTON, INC., a Washington corporation ("**Contractor**") and the CITY OF CASHMERE WENATCHEE, a municipal corporation created under the laws of the State of Washington ("**City**"), effective as of June 1, 2022 (the "**Effective Date**"). The parties shall be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise.

**RECITALS**

WHEREAS City and Contractor are Parties to that certain Contract for Solid Waste Collection Services, dated May 23, 2016, as amended (the "**Contract**"); and

WHEREAS City and Contractor now desire to amend the Contract to adjust the collection schedule for residential dwellings during summer months.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Capitalized Terms.** Capitalized terms used herein but not defined shall have the meanings set forth in the Contract.

2. **Collection Schedule.** Section 2.16.2 of the Contract is hereby amended in its entirety as follows:

**2.16.2 For residential dwellings.** For residential dwellings, October 1 through May 31 between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday and June 1 through September 30 between the hours of 5:00 a.m. and 6:00 p.m., Monday through Friday.

3. **Full Force and Effect.** Except as otherwise provided in this Second Amendment, all other terms and provisions of the Contract, shall remain in full force and effect.

4. **Counterparts; Signatures.** This Second Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed valid execution of this Second Amendment and binding on the Parties.

**IN WITNESS WHEREOF**, the Parties execute this Second Amendment on the dates set forth below. Each person signing this Second Amendment represents and warrants that he or she has been duly authorized to enter into this Second Amendment by the Party on whose behalf it is indicated that the person is signing.

**THE CITY OF CASHMERE, WA**

**WASTE MANAGEMENT OF  
WASHINGTON, INC.**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**ATTEST:**

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

Title: \_\_\_\_\_



CITY OF CASHMERE

Application Fee \$20.00

Special Event Permit Application

This form is to be completed by any person, business, sports league or non-profit group that wishes to use City of Cashmere right-of-way for an organized activity in conjunction with City of Cashmere, Cashmere Chamber or Cashmere School District events, festivals, parades, performances, City-observed holidays, etc. All uses must be approved by the Mayor or his designee.

Name of Organization, Individual, or Business Cashmere Chamber of Commerce
Contact name Kris Norman Contact Phone 208-371-4486
Mailing Address 103 Cottage Ave, P.O. Box 834, Cashmere, WA 98815
Email Kris.Norman@crunchpak.com
Date(s) of Event 6/24-25/22 Event Hours 3-8 pm Friday 6AM-8 pm Saturday No. Attending 3,000
Event Location Event Type

- Street Closure Requested? (Council approval required) [X] Yes [ ] No Time: From 3pm to 8pm Friday 6AM to 8pm SAT
Will electricity be required? [X] Yes [ ] No (\$20 additional fee)
Will liquor be served? (Liquor Control Board pre-approval required) [ ] Yes [X] No (State liquor permit & \$1 Million liquor liability required) Non-Profits only per liquor laws
Will you need extra refuse dumpsters or containers? [ ] Yes [X] No Contact Waste Management-662-4591
Will portable restroom facilities be required? [ ] Yes [X] No Please contact local provider for rental
Will goods or services be offered for sale on City property? [X] Yes [ ] No (Vendor permit required)
Will activity cause unusual or loud noise? [X] Yes [ ] No (Noise permit required)

Please provide the location, dimensions and plans for any temporary structure to be erected or constructed in connection with the event.

INSURANCE - the applicant shall secure and maintain in full force and effect throughout the duration of the use, comprehensive general liability insurance for bodily injury and property damage in such amounts as the Mayor deems necessary, which amounts shall not be less than \$1,000,000 (One Million Dollars), and shall have the City of Cashmere named as an additional named insured on the policy of insurance which shall include a provision prohibiting cancellation of said policy except upon thirty (30) days' prior written notice to the City. Attach certificate of insurance.

HOLD-HARMLESS AGREEMENT - The applicant organization or entity obtaining this permit agrees to defend, indemnify and hold harmless the City of Cashmere, its agents, employees and officials from any and all claims for bodily injury or property damage that may arise out of or in connection with the applicant's permitted park use.

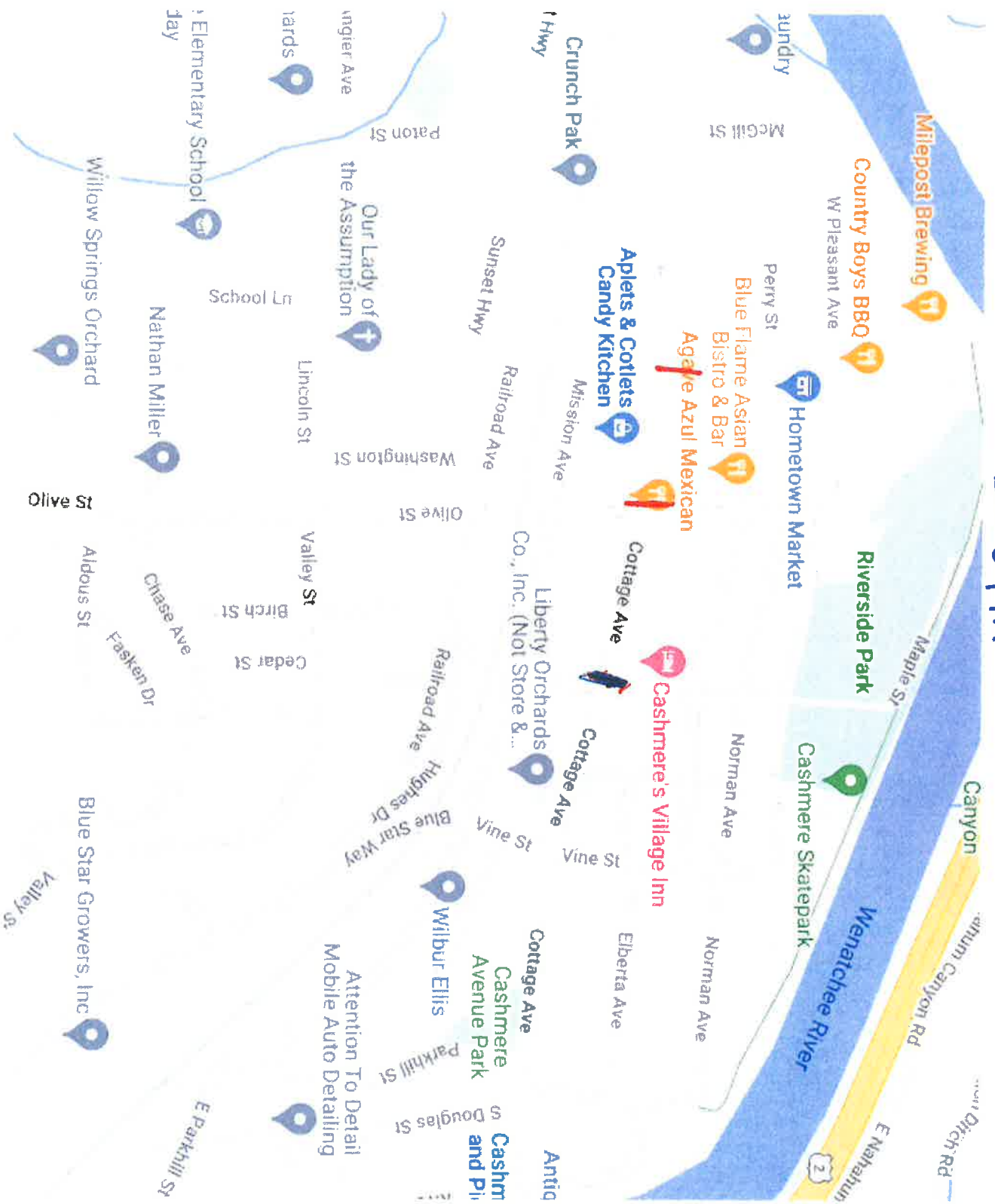
Signature of Representative [Signature] Date 6/18/22

CITY USE ONLY

- State Liquor Permit: [ ] Received [ ] Not Required Copies to: RAFTERS [ ] Link (pheffernan@linktransit.com)
Insurance Certificate: [ ] Received [ ] Not Required [ ] Sheriff's Department
City inspection of activity location: [ ] Not Required [ ] Complete [ ] Public Works

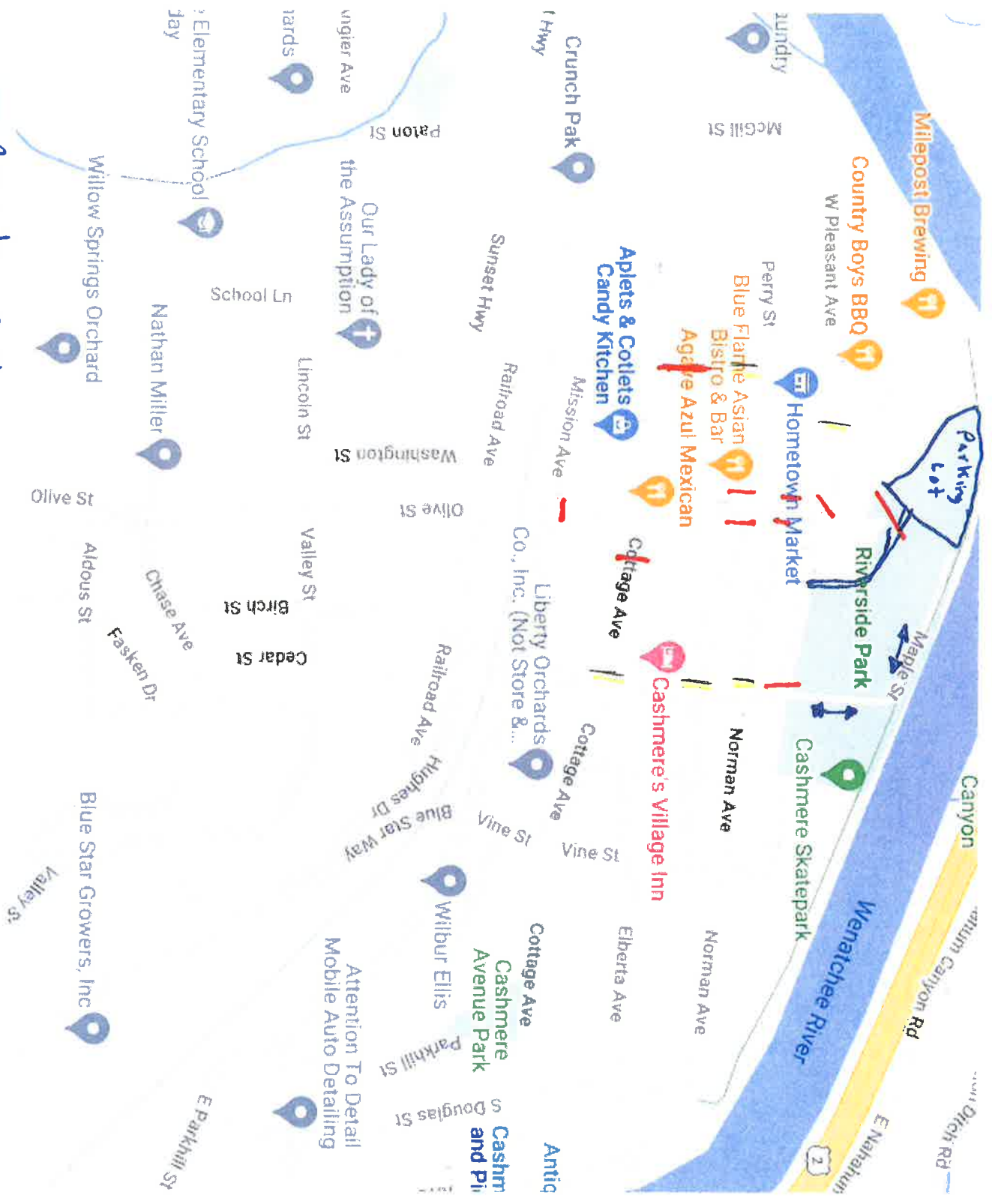
Approval Signature Title

# FRIDAY Road CLOSURE 3-8 PM



# SATURDAY ROAD CLOSURE

6 AM - 4 PM

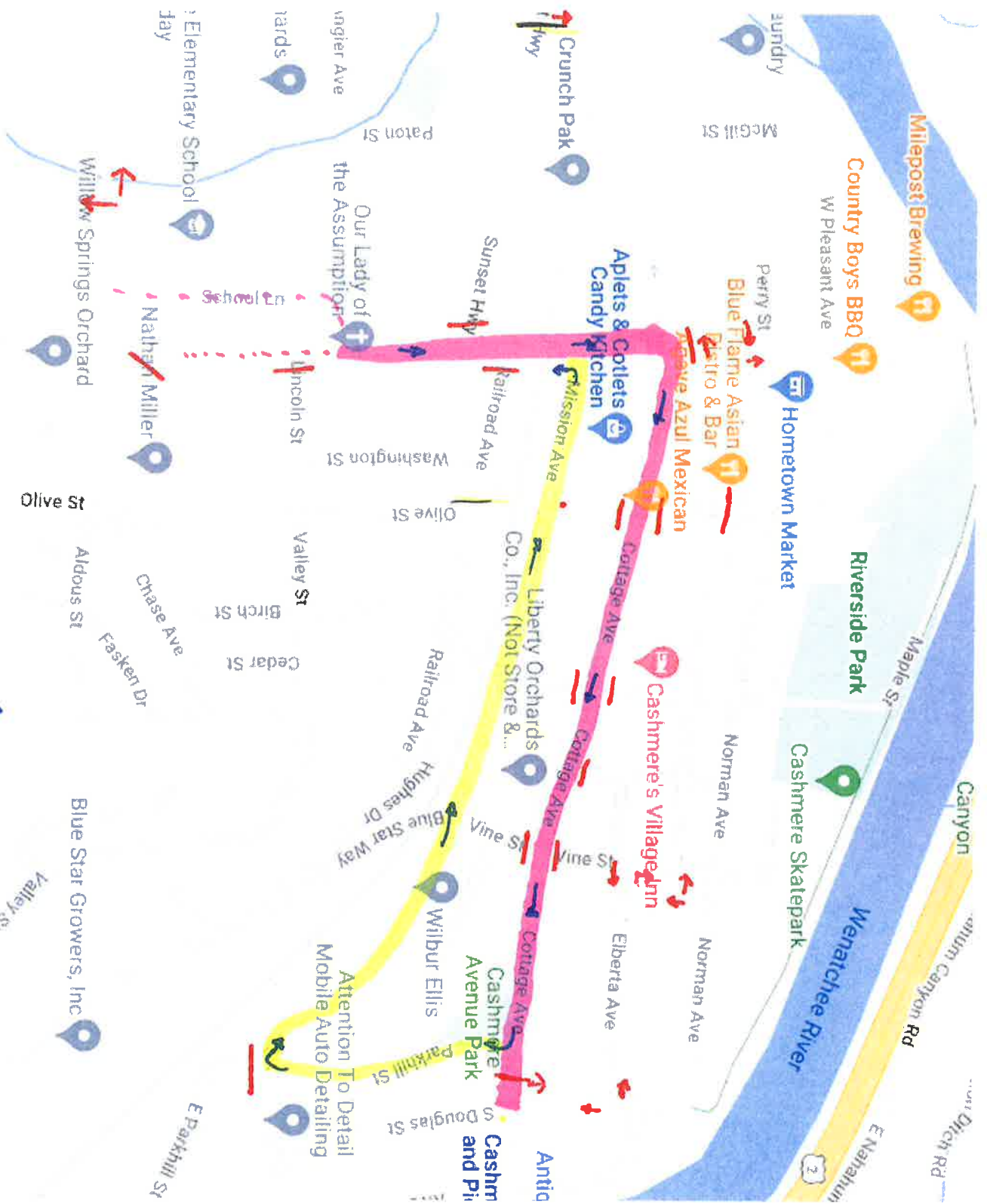


— Barricades + cones  
 — Road Closed Ahead sign



# PARADE ROUTE

4-6 PM  
Parade at 5 PM



Parade Route

Return Route

Parade Staging  
Barricades & cones

Detour arrow

Road closed ahead

# Staff Summary

**Date:** June 13, 2022  
**To:** City Council  
**From:** Jim Fletcher, Mayor  
**RE:** Automatic Aid Agreement with Chelan County Fire District N. 6

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Automatic Aid Agreement between Chelan County Fire District No 6 (CCFD 6) and the City of Cashmere clarifies the level of service provided by respective Fire Services in the event of structural or wildland fires.

Rivercom will follow this agreement and automatically dispatch fire responders in the event of specific emergency situations involving:

1. Structure fires
2. Commercial Fires
3. Injury Accidents
4. Brush Fires
5. Train Emergencies
6. Aircraft accidents

A separate agreement between the City and CCFD 6 covers Emergency Medical Services (EMS) provided to CCFD 6 outside of city limits.

## **Staff Recommendation**

Move to approve the Automatic Aid Agreement between Chelan County Fire District 6 and City of Cashmere, authorizing the Mayor to sign.

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**CHELAN COUNTY FIRE DISTRICT 6**

**AND**

**CASHMERE FIRE DEPARTMENT**

**AUTOMATIC AID AGREEMENT**

This agreement is entered into by Chelan County Fire District 6 (CCFD 6) and Cashmere Fire Department (CFD) for automatic aid fire protection services under the authority of RCW 35.84.040 and RCW 52.12.111. The purpose of the agreement is to provide additional apparatus and support to the taxpayers of each agency. The parties mutually agree as follows:

**CCFD 6 will respond automatic aid to CFD as follows:**

**Structure Fires**

CCFD 6 will respond to structure fires in all of CFD Response Zone 1.

**Urban Interface / Wildland Fires**

CCFD 6 will respond to Urban Interface / Wildland fires in all of CFD Response Zone 1.

**CFD will respond automatic aid to CCFD 6 as follows:**

**Structure Fires**

CFD will respond to structure fires in all of zones CC6 1 thru 9.

**Urban Interface / Wildland Fires**

CFD will respond to Urban Interface / Wildland Fires in all of zones CC6 1 thru 9.







# Staff Summary

**Date:** 6/13/2022  
**To:** City Council  
**From:** Jim Fletcher, Mayor  
**RE:** Interlocal Agreement for Emergency Medical Services (EMS)

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The Agreement between City of Cashmere and Chelan County Fire District No 6 (CCFD-6) to provide EMS services in areas outside of city limits that are responded to by Cashmere Fire Department. personal. This agreement is retroactive to January 1, 2021 expiring December 31, 2023. Exhibit 'A' of the agreement shows the area within CCFD 6 where Cashmere EMT's/ Fire personal will respond to emergency calls.

As the population in the valley increases, the annual number of EMS calls tend to increase.

EMS calls responded to in CCFD 6 by Cashmere EMS personal

2019	148
2020	190
2021	226

EMS agreement is separate from any mutual aid agreement for fire services.

## Staff Recommendation

Move to approve the Interagency Agreement with Chelan County Fire District 6 for Emergency Medical Services, authorizing the Mayor to sign.

INTERLOCAL AGREEMENT  
EMERGENCY MEDICAL AID SERVICES

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This Agreement is entered into by and between the CITY OF CASHMERE, a municipal corporation of the State of Washington, hereinafter referred to as "City" and CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 6, a municipal corporation of the State of Washington hereinafter referred to as "District".

WHEREAS, the City is authorized by Chapter 35.21 RCW, to provide services for emergency medical aid; and

WHEREAS, the District is authorized by Chapter 52.12 RCW to provide emergency services for emergency medical aid; and

WHEREAS, beginning in 1991 the District has contracted with the City to obtain services for emergency medical aid in that portion of the District adjacent to the City and described in Exhibit "A" and referred to together with the City as the "Cashmere Medical Aid Area;" and

WHEREAS, the geographic location of the City's existing fire station makes it logical, efficient, and effective for the City to provide emergency medical aid services to the portion of the District that is located within the "Cashmere Medical Aid Area;" and

WHEREAS, the City and District find that entry into this Interlocal Agreement will promote the public health, safety, and welfare of the citizens of both the City and the District;

NOW, THEREFORE, the City and District agree as follows:

1. **Service Provided.** The City shall provide the following services to that portion of the District located within the "Cashmere Medical Aid Area" as depicted in Exhibit "A" to this Agreement:
  - a. The City shall maintain a corps of volunteers trained in emergency medical skills to provide first response emergency medical aid to all areas within the "CC 6 Zones 1 & 9," Emergency medical aid services ("EMS") shall be provided by trained volunteers. The Officer In Command at the emergency shall determine how to best use all available personnel to control the emergency. The City Fire Chief shall make reasonable efforts to provide a sufficient number of volunteers in response to an emergency.
  - b. In the event of multiple emergency calls whereby the facilities, volunteers and resources of the City or District cannot provide sufficient protection, the Officer in Command of the emergency shall have the discretion to prioritize handling of such calls, until such time as additional emergency medical aid assistance from other resources can arrive.

INTERLOCAL AGREEMENT  
EMERGENCY MEDICAL AID SERVICES

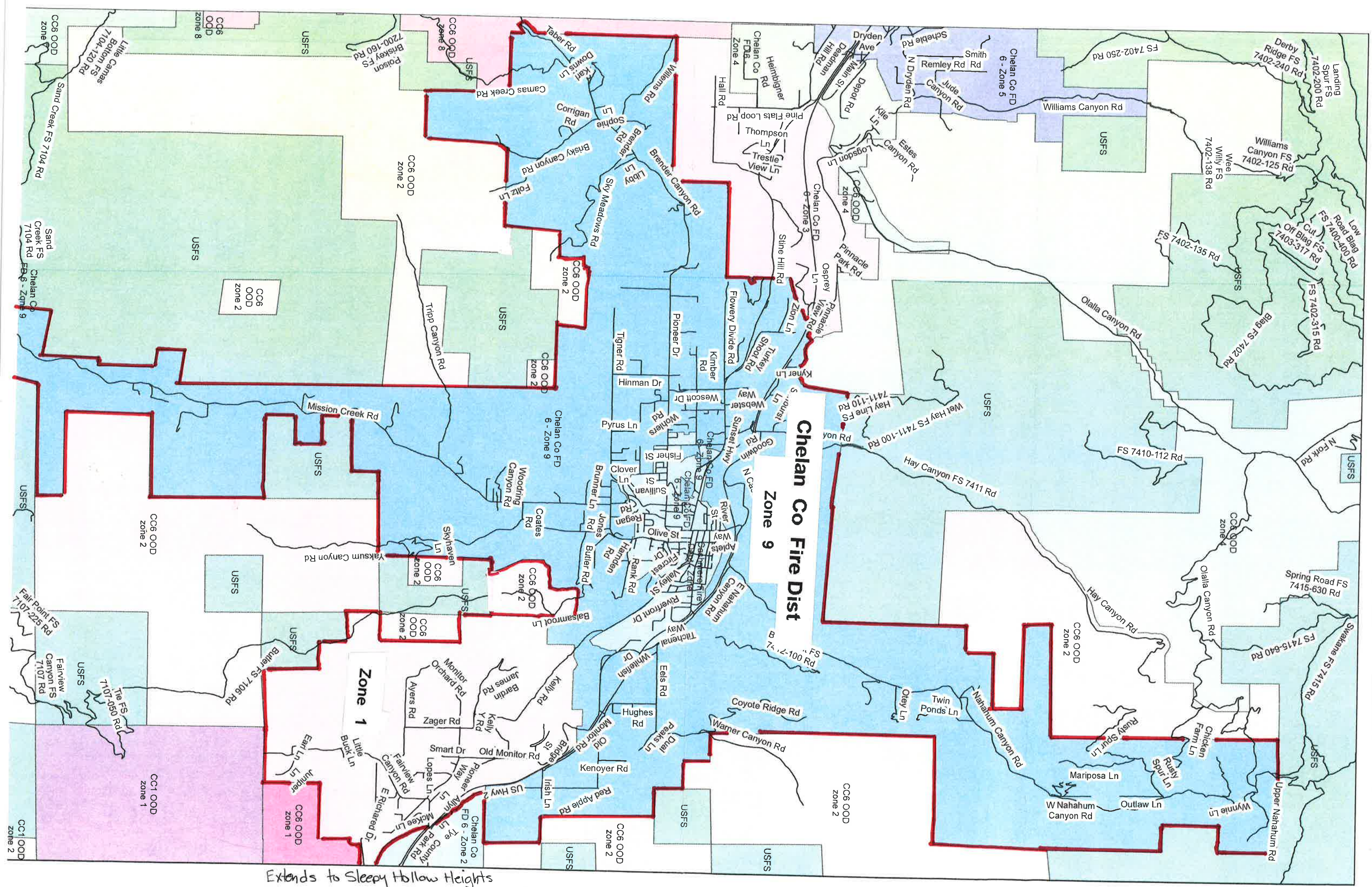
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indemnify, and hold harmless the District, its officers, employees, volunteers, and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its, officers, employees, volunteers, and agents in performing pursuant to this Agreement.

5. **Term and Termination.** The Term of this Agreement shall begin on January 1, 2021 and shall continue until December 31, 2026 unless the Agreement is terminated earlier as set forth herein. This Agreement may be terminated at any time by the mutual written agreement of the City and the District. This Agreement may be terminated by either the City or the District for any or no reason effective on December 31 of any year by the terminating party providing the other party to this Agreement no less than six (6) months prior written notice of termination.
  
6. **Notices.** Notices shall be in writing and provided to the representative of the other party to this Agreement identified below either in person or via First Class United States Mail. Notices shall be deemed delivered as of the date of delivery if in person or three (3) business days following mailing if mailed:

If Mailed to the City:	If mailed to the District:
City of Cashmere	Chelan County Fire Protection District No. 6
Attention: Mayor	Attention: Board of Commissioners, Chair
101 Woodring Street	P.O. Box 296
Cashmere, WA 98816	Monitor, WA 98836-0296
  
7. **Fire Protection Services Agreement.** This Agreement is separate from and is not a part of any existing or later approved Fire Protection Services Agreement entered into by and between the City and the District.
  
8. **Administration.** This Agreement shall be administered by the Mayor for the City and by the Chair of the Board of Commissioners for the District.
  
9. **No New Entity.** No new entity is created as a result of entry into this Agreement
  
10. **Photocopies.** Photocopies of signatures on this Agreement shall be considered the same as original signatures on this Agreement for all purposes.
  
11. **Recording.** This Agreement shall be recorded with the Chelan County Auditor.





**Chelan Co Fire Dist**  
**Zone 9**

Extends to Sleepy Hollow Heights