



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, SEPTEMBER 12, 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

- Meeting with Senator Hawkins on Tuesday, September 13th, at 9:00 a.m. at City Hall
- Mayor has scheduled a Council Workshop on Monday, September 26th, at 5:00 p.m. at City Hall
- Mayor has scheduled a Council Workshop on Monday, October 10, at 5:00 p.m. at City Hall

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of August 8, 2022, Regular Council Meeting
2. Minutes of August 22, 2022, Meeting Cancelled
3. Payroll and Claims Packet Dated August 22, 2022
4. Payroll and Claims Packet Dated September 12, 2022
5. Emergency Facilities & Land Use Agreement with USDA Forest Service

BUSINESS ITEMS

1. Amendment to Exhibit C of the W&C Operations and Maintenance Agreement regarding B&O Taxes
2. Proposed 2023 Budget for the W&C Operations and Maintenance Agreement
3. 2023 Agreement for Emergency Management Services
4. Aerial Paraglider Agreement Amendment

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 AUGUST 8, 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. Kay Jones, Clerk-Treasurer took minutes.

The 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 Pistorosi Jayne Stephenson Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Chuck Zimmerman, City Attorney Kate Schilling, City Attorney	Steve Croci, Director of Operations

ANNOUNCEMENTS

Mayor Fletcher announced the community meeting on August 30th has been moved to City Hall due to a failed air conditioner at Riverside Center. The meeting will update the community on the Goodwin Road Improvement project.

Aplets Bridge will be closed completely for patching and repair work, from Monday, August 15th through Friday, August 19th at 5:00 p.m.

PUBLIC COMMENTS

No public present.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Minutes of July 25, 2022, Regular Council Meeting

Minutes of July 25, 2022, Workshop Meeting

Payroll and Claims Packet Dated August 8, 2022

Claims Direct Pay and Check #42075 and #42105 through #42134 totaling \$190,025.03

Payroll Direct Deposit and Check #42077 through #42104 totaling \$97,063.94

Manual Check #42076 does not need prior approval

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

PUBLIC HEARING ON THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Mayor Fletcher opened the public hearing at 6:02 p.m. to receive comments from the public on the Six-Year Transportation Improvement Program. With no public comment, the mayor closed the hearing at 6:02 p.m.

RESOLUTION NO. 04-2022 ADOPTING THE SIX-YEAR TIP 2023-2028

MOVED by Councilor Carlson and seconded by Councilor Stephenson to approve Resolution No. 04-2022 adopting the Six-Year Transportation Program 2023-2028. Motion carried unanimously.

RIVERSIDE CENTER HVAC UPDATE

Mayor Fletcher informed the council that the air conditioner compressor failed at Riverside Center. The HVAC system is 20 years old, and this is the second time the compressor has failed. The cost of the compressor is about \$6,000 and will take 4-6 weeks to be delivered. Including freon and labor the repair is estimated at \$8,000 to \$10,000. The mayor suggested replacing the entire HVAC system instead of repair a 20-year-old system. With the library moving to the Riverside Center building the City could coordinate with the library's architect and an engineer to design a system to meet future needs of the library. No decision was made to repair at this time.

EXECUTIVE SESSION – Potential Litigation and EXEMPT FROM OPMA - Collective Bargaining

At 6:10 p.m. Mayor Fletcher closed the regular session to enter an executive session to discuss potential litigation and collective bargaining for approximately 10 minutes. The Council may act when the regular session is reconvened.

At 6:21 the council extended the time for another 10 minutes to discuss collective bargaining.

Mayor Fletcher reconvened the regular meeting at 6:27 p.m.

LETTER OF AGREEMENT FOR CERTIFICATION AND COMPENSATION FOR POOL RESPONSIBILITIES

MOVED by Councilor Carlson and seconded by Councilor Stephenson to approve Letter of Agreement regarding pool responsibilities. Motion carried unanimously.

SETTLEMENT AGREEMENT FOR TWO FORMER WATER/WASTEWATER EMPLOYEES

MOVED by Councilor Pratt and seconded by Councilor Carlson to approve the Settlement Agreement for two former water/wastewater employees. Motion carried unanimously.

PROGRESS REPORTS

The mayor attended a meeting with the Regional Port Authority regarding the Cashmere Mill District property. He updated the council on the Port's plans for the remaining parcels. For the parcel on the north side of Sunset they plan to clean up the wood waste and sell the property. The parcel between the two existing buildings they are talking about building for small businesses. The two largest parcels on Mill Road they want to sell as one property.

The mayor reported on the meeting with the Cashmere Chamber of Commerce. In summary, the Board has concerns about the future of the Chamber. The membership base is unhappy, and the Board is exhausted from hosting events. Their objective is to get back in line with promoting local business, sharing funds with community organizations and being a resource for potential new businesses and existing business.

City Council Minutes
August 8, 2022

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:38 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, Clerk-Treasurer

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 03/2020

INCIDENT AGENCY (name, address, phone number)
USDA FOREST SERVICE
Okanogan - Wenatchee National Forest
215 Melody Ln
Wenatchee WA 98801
509-664-9200

AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT
AGREEMENT NUMBER:
1204H122K4010

EFFECTIVE DATES
a. beginning: 8/17/2022 b. ending: Eol

OWNER (name, address, phone number-include day/night/cell)
City of Cashmere (COC)
101 Woodring St
Cashmere, WA 98815

POINT OF CONTACT (if applicable): Jim Fletcher
EMAIL: mayor@cityofcashmere.org
PAYMENT ADDRESS: Same as above, or _____
UEI: DAXVJW1CH2Q5
REGISTERED IN SAM.GOV: Yes or No, Vendor Code
Information Worksheet attached
EIN/SSN (only if not in SAM): 91-0782508
County: _____ State: _____ Township: _____ Range: _____ Section: _____

INCIDENT NAME: White River
INCIDENT NUMBER: WA-OWF-0003119
RESOURCE ORDER NUMBER: S-137
MODIFICATION No/DATE: _____
MODIFICATION CO Initials: _____

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):

- SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED WOMEN OWNED HUBZONE
 SERVICE DISABLED VETERAN PUBLIC ENTITY GOVERNMENT OTHER

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as Gray water disposal at Cashmere waste water treatment plant.

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)

Cashmere Waste Water Facility
2 River Front Dr.
Cashmere, WA 98815

RATE: For each day that the land/facilities are used, the Government will pay the rate of \$10.00. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$10.00, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed \$10,000.00. Payment shall be in accordance with the incident Agency payment procedures.

Rate breakout: \$10.00 per 1000 gallons. COC is tracking usage.

UTILITIES AND SERVICES:

- The above rate includes utility charges for the following: DIESEL GAS ELECTRICITY WATER TOILET SUPPLIES JANITORIAL SERVICES & SUPPLIES TRASH REMOVAL SEPTIC SERVICE EXISTING TELECOMMUNICATIONS

The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: There are no utilities offered or used under this agreement.

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

- The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: _____.
- The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner (beyond ordinary wear and tear) in restoring land/facilities to their prior condition shall be submitted, in writing, to the Contracting Officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

OTHER: Describe in detail: _____.

TERMS AND CONDITIONS: See attachment.

INSURANCE/ INDEMNIFICATION: The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the _____, from any and all claims, liabilities, losses, damages, charges, etc. The _____ does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The _____ will be responsible for errors, omissions and negligence of its employees. The United States Federal Government will be responsible for errors, omissions and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

CHECKLIST(s): See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

FEDERAL ACQUISITION REGULATION CLAUSES:

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/ or www.usda.gov/procurement/policy/aqar.html

FAR 52.213-4 Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items) (JAN 2020)

FAR 52.222-3 Convict Labor (June 2003)

FAR 52.232-1 Payments (APR 1984)

FAR 52.232-11 Extras (APR 1984)

FAR 52.232-17 Interest (MAY 2014)

FAR 52.232-25 Prompt Payment (JAN 2017)

FAR 52-233-1 Disputes (MAY 2014) ALT I (DEC 1991)

FAR 52.243-1 Changes—Fixed Price (AUG 1987)ALT I(APR 1984)

FAR 52.249-4 Termination for the Convenience of the Government (Services)(Short Form)(APR 1984)

FAR 52.249-8 Termination for Default (Fixed-Price Supply and Service)(APR 1984)

Loss, Damage or Destruction: The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER/ OWNER'S AGENT SIGNATURE:

DATE:

CONTRACTING OFFICER'S SIGNATURE:

DATE:



8/18/22

RICKY MCLELLAN

Digitally signed by RICKY MCLELLAN
Date: 2022.08.18 12:29:20 -07'00'

18 Aug 22

PRINT NAME AND TITLE:

Jim Fletcher, Mayor

PHONE NUMBER: 509-782-3513

EMAIL: mayor@cityofcashmere.org

PRINT NAME AND TITLE:

Ricky McLellan, Contracting Officer

PHONE NUMBER: 971-337-6197

EMAIL: ricky.mclellan@usda.gov

RESOURCE ORDER		Initial Date/Time		2. Incident / Project Name				3. Incident / Project		Financial Codes	
SUPPLY		08-11-2022 0617 PST		WHITE RIVER				WA-OWF-000319		221-CTE P6 PZ48 (0617) [P] P6 EK2Q (0617)	
5. Descriptive Location 8901 E. Leavenworth Road Leavenworth, WA 98826		6. TWN 28N		RNG 16E		SEC SN31		Base MDM Willamette, WA		9. Jurisdiction / Agency Okanogan - Wenatchee National Forest	
LAT. 47° 52' 56" N		LONG. 120° 53' 52" W		8. Incident Base / Phone Number 24 Hour Phone 509-563-8575, Dispatch Receptionist (509) 884-3549 Receptionist (509) 884-3473		10. Ordering Office Central Washington Interagency Communication Center		4. Office Reference Number 000319			
11. Aircraft Information											
Bearing	Distance	VOR	Contact Name	Frequency Type	Assigned Frequency	Reload Base	Other Aircraft / Hazards				
301.31°	40	EAT		AirToAir	127.375						
87.37°	52	AW		AirToGround	167.450						
325.90°	54	ELN									

12. Request Number	Ordered Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	M/D Ind	Estimated Time Of Departure	Estimated Time Of Arrival	Released Date	Released To	
S-137	2022-08-16 1740 PDT	Lynda Knighton (541) 821-7119	WA-CWC	1	Service - Land Rental	2022-08-16 1200 PDT	LOC-White River WA-OWF-0003 19	WA-CWC	WA-CWC								
Travel Mode	Financial Code P6 PZ48 (0617)		Named Request		Special Needs Source for Gray Water dump		Navigation/Reporting Instructions Incident report(s): EAT*										

Req. No.		13. User Documentation		Entered By	
		Documentation			

City of Cashmere
 1204H122K4010 Gray Water Dumping
 \$10.00 per 1000 gallons NTE \$10,000.00
 Delivery 8/17/2022
 CO Ricky McLellan, ricky.mclellan@usda.gov
 Phone: 971-337-6197

Via Electronic Mail

August 16, 2022



Mr. Steve Croci
 Director of Operations
 City of Cashmere
 101 Woodring Street
 Cashmere, WA 98815

Dear Steve,

This serves to provide notification of the following situation summarized below, as previously discussed.

In the original contract the table in Exhibit C incorrectly had the Washington Business & Occupation Tax included in the Subtotal Costs. Including the taxes in the Subtotal Costs applies the Fixed Fee to the tax inappropriately. Properly applying the taxes reduces the first-year annual contract cost by \$853.

After our verbal discussion earlier within the contract year, the monthly invoices were corrected to reflect the change.

See the correct table below:

<u>Expense</u>	<u>Estimated First Year Budget</u>	<u>Estimated Annual Budget</u>
Direct Labor, Benefits, & Tech Support	\$492,589	\$738,883
Chemical Costs	\$13,531	\$20,297
Residuals Management Costs	\$52,097	\$78,146
Maintenance and Repair Cost	\$95,283	\$142,925
Laboratory Costs	\$18,500	\$27,750
Office Supplies	\$1,367	\$2,050
Miscellaneous Operating Costs	\$33,229	\$49,844
Utility Cost	\$51,800	\$77,700
Subtotal Costs	\$758,396	\$1,137,595
Fixed Fee (8% of Subtotal Costs)	\$60,672	\$91,008
Transition Costs (\$123,438/Amortized over 56 months)	\$17,634	\$26,451
Washington Business & Occupation Tax	\$14,903	\$22,355
Total Budgeted Costs	\$851,605	\$1,277,409

Please feel free to contact me with any questions or concerns.



Sincerely,

WOODARD & CURRAN

A handwritten signature in blue ink that reads "Christopher R. McMahon".

Chris McMahon
Area Manager

CC: Jim Fletcher, Mayor
Kay Jones, City Clerk
Heath Loven, Project Manager
Dave Kitzmiller, Operations Leader – West Region
Brian Ravens, O&M Controller
Marc Thomas, National Operations Leader

Acceptance:

City of Cashmere

Date

Via Electronic Mail

August 17, 2022



Mr. Steve Croci
Director of Operations
City of Cashmere
101 Woodring Street
Cashmere, WA 98815

Dear Steve,

We would like to begin by expressing our gratitude for the partnership that has developed so quickly with the City of Cashmere, and we are looking forward to working with the City for years to come.

Budget season has quickly arrived, and we would like to share the 2023 proposed budget for your consideration. The Base Budget includes the following increases and adjustments for the following reasons:

- The area's CPI was 8.0%.
- All categories in the budget were adjusted by 8.0%
- A portion of the residual management budget was reallocated to the chemical budget to reflect the actual spending expectations.

<u>Expense</u>	<u>Estimated First Year Budget</u>	<u>Estimated Annual Budget</u>	<u>Proposed 2023 Budget</u>
Direct Labor, Benefits, & Tech Support	\$492,589	\$738,883	\$797,994
Chemical Costs	\$13,531	\$20,297	\$39,729
Residuals Management Costs	\$52,097	\$78,146	\$70,000
Maintenance and Repair Cost	\$95,283	\$142,925	\$154,354
Laboratory Costs	\$18,500	\$27,750	\$29,951
Office Supplies	\$1,367	\$2,050	\$2,190
Miscellaneous Operating Costs	\$33,229	\$49,844	\$53,797
Utility Cost	\$51,800	\$77,700	\$83,916
Subtotal Costs	\$758,396	\$1,137,595	\$1,231,931
Fixed Fee (8% of Subtotal Costs)	\$60,672	\$91,008	\$98,554
Transition Costs (\$123,438/Amortized over 56 months)	\$17,634	\$26,451	\$26,451
Washington Business & Occupation Tax	\$14,903	\$22,355	\$24,170
Total Budgeted Costs	\$851,605	\$1,277,409	\$1,381,106

Once the budget is approved, please sign, and return a copy of this letter.



Please feel free to contact me with any questions or concerns.

Sincerely,

WOODARD & CURRAN

A handwritten signature in blue ink that reads "Christopher R. McMahon".

Chris McMahon
Area Manager

CC: Jim Fletcher, Mayor
Kay Jones, City Clerk
Heath Loven, Project Manager
Dave Kitzmiller, Operations Leader – West Region
Brian Ravens, O&M Controller
Marc Thomas, National Operations Leader

Acceptance:

City of Cashmere

Date



Chelan County Sheriff's Office

Brian Burnett, Sheriff

Law and Justice Bldg ★ 401 Washington Street #1 ★ Wenatchee, WA 98801
Phone: (509) 667-6851 ★ Fax: (509) 667-6860

RECEIVED AUG 31 2022

August 29, 2022

Dear City Partners,

We want to thank you for another successful year of collaboration, cooperation, and preparation and planning for the continuation of our Law Enforcement partnerships. We strive to provide the highest level of service, meeting the needs of our partners, the community, and the visitors to our county.

With the preparations of our own 2023 budget, we have been analyzing the costs for our Emergency Management Division. The new per capita rate implemented for 2023 will be \$3.04.

For population numbers on each individual city, we continue to use estimates from the www.ofm.wa.gov website to assist us in our yearly calculations.

We have enclosed your 2023 Emergency Management contract, for your review and signature. Please sign and return, and we will complete signatures on our end, then return a fully executed copy. If you have any questions or concerns, please let me know.

Sincerely,

Brian Burnett
Sheriff

Integrity ★ Teamwork ★ Excellence

Jason Mathews
Undersheriff

★ **Chris Foreman** ★
Chief of Special Operations

★ **Adam Musgrove** ★
Chief of Patrol

★ **Kim Oglesbee** ★
Chief Civil Deputy

★ **Jessica Peterson**
Executive Assistant

2023 Emergency Services Agreement Breakdown

EXPENSES:

Sergeant	Jason Reinfeld	\$ 111,592
Program Specialist	Hogan, Diana	\$ 56,064
EM Director	Magnussen, Rich	\$ 83,483
Program Specialist	Smoke, Stan	\$ 35,605
Supplemental Pay		\$ 2,000
Extra Help-Helicopter Pilots/Mechanic		\$ 18,000
Overtime		\$ 25,000
Holiday Pay		\$ 2,000
Education Pay Incentive		\$ 1,600
Social Security		\$ 25,654
Retirement		\$ 34,373
Medical-Dental-Life		\$ 56,000
Labor & Industries		\$ 9,383
Unemployment Compensation		\$ 445
Clothing Allowance		\$ 1,600
WA Family Pai Leave Premium		\$ 492
Operating Supplies		\$ 3,729
Small Tools & Minor Equipment		\$ 2,750
Computers/Supplies		\$ 9,420
Travel		\$ 14,085
Operating Rentals & Leases		\$ 18,000
Repairs/Maintenance		\$ 60
Helicopter Maintenance		\$ 18,000
Miscellaneous		\$ 60
Education/Registration		\$ 4,500
Total Expenses		\$ 533,895
Less Grant Funding-EMA grant		\$ 43,365
Total		\$ 490,530

Populations: (2022 estimate per OFM)			2023 Cost
	All of Chelan County	80650	
	Cashmere	3280	\$ 9,971.20
	Chelan	4390	\$ 13,345.60
	Entiat	1355	\$ 4,119.20
	Leavenworth	2515	\$ 7,645.60
	Wenatchee	35650	\$108,376.00

Per Capita Cost:	Budget costs	\$ 490,530
	Divided by pop.	80650
		<hr/>
		\$ 6.08
	50% disc	\$ 3.04

2023 AGREEMENT FOR EMERGENCY SERVICES

This Agreement entered into this _____ day of _____, 2022, by and between the CITY OF CASHMERE, hereafter referred to as the Contractee, and CHELAN COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT, hereafter referred to as CHELAN COUNTY.

I. Purpose

Contractee understands and agrees that Chelan County will provide services to Contractee to develop a comprehensive emergency management plan and program and other emergency operational functions herein described, and as required in Ch. 38.52 RCW.

II. Services to be Provided

Chelan County shall provide the necessary equipment and personnel to establish operational plans and programs in cooperation with the Contractee as follows:

1. To provide for continuing compliance with Ch. 38.52 RCW.
2. To provide an Emergency Services organization and coordinate the operational and support activities for periods before, during and after an emergency and or disaster.
3. To coordinate local Emergency Services planning with the Federal Government, the State of Washington, neighboring counties, military organizations and other support agencies.
4. To provide for the effective utilization of resources within, or from outside Contractee to minimize the effects of disaster and to request assistance, as needed, through established emergency services channels.
5. To recruit, register and identify personnel and provide for compensation coverage for volunteers who suffer injury or equipment loss as a result of emergency services duty.
6. To provide emergency and disaster control assistance and coordination either on-scene or through the emergency operations center.
7. To develop a system for warning the general public of Contractee and to provide for information and guidance to the general public.
8. To provide, on request, support for emergency operations, such as, hazardous material incidents, major fires and other disasters.
9. To perform normal office procedures, correspondence and inventories.
10. To coordinate with elected and appointed officials in Contractee.
11. To provide for communications systems capable of meeting emergency operational requirements either on-scene or at the emergency operations center.

III. Response to Emergencies

Chelan County shall respond to Contractee emergencies, upon request; from the Mayor or his designee.

IV. Coordination with Contractee's Officials

The Mayor or his designee shall serve as liaison and consultant for operational functions between Chelan County and Contractee in performance of the contract. All financial commitments and contract agreements shall be approved by the city council of Cashmere and the Board of Chelan County Commissioners.

V. Annual Program

Chelan County and Contractee shall develop an annual program and activity schedule which outlines the basic projects and responsibilities each entity has agreed to accomplish during a given time period.

VI. Hold Harmless

Each party shall be legally responsible for the actions of their individual employees and each party shall be solely responsible for meeting all statutory responsibilities of their jurisdiction; provided Contractee agrees to indemnify, defend and hold harmless Chelan County from any legal action arising out of Chelan County's assumption of statutory responsibilities for Contractee by virtue of this contract, unless caused by Chelan County's negligence or breach of this agreement.

Chelan County agrees to indemnify, defend and hold harmless the Contractee from action arising out of Chelan County's negligence or breach of this agreement. Contractee agrees to indemnify, defend and hold harmless Chelan County from action arising out of Contractee's negligence or breach of this agreement.

VII. Cost Basis for Services

On an annual basis, Chelan County will establish the total cost of county Emergency Management Services provided in the year. Utilizing the estimated populations of cities, counties, and towns population data from the State of Washington Office of Financial Management Forecasting Division, (www.ofm.wa.gov), per capita costs of Emergency Management Services costs will be established. This per capita cost of services will be used as the basis for establishing payments for services.

VIII. Payment for Services

Contractee shall pay to Chelan County the sum of nine thousand nine hundred seventy-one dollars and twenty cents (\$9,971.20) for services to be provided during the period from January 1 to December 31, 2023, payable in four equal installments of two thousand four hundred ninety-two dollars and eighty cents (\$2,492.80), due at the end of the first month of each calendar quarter.

IX. Term

This contract expires at midnight, December 31, 2023. Both parties agree to renegotiate this contract for continuation of services, unless terminated by either party by giving written notice to the other party 120 days prior to the expiration date of this contract.

X. Administration

No new or separate legal or administrative entity is created by this agreement and no real or personal property will be acquired pursuant to this agreement. This agreement will be administered by the participating jurisdictions.

XI. Nondiscrimination

There shall be no discrimination against any employee who is paid by funds through this agreement or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay, or other forms of compensation, and selection for training.

XII. Amendments

This agreement may only be modified by a written agreement signed by the parties' legislative authorities.

XIII. Waiver

The failure of a party to insist upon strict adherence to or performance of any provision of this agreement on any occasion shall not be considered a waiver nor shall it deprive that party of the right thereafter to enforce performance of or adherence to that provision or any other provision of this agreement.

XIV. Governing Law

This agreement shall be construed under Washington law.

XV. Severability

If any term, provision, or condition of this agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

XVI. Recording

This agreement shall be filed with the county auditor or, alternatively, listed by subject on the parties' public websites or other electronically retrievable public source.

IN WITNESS THEREOF; Chelan County and Contractee have executed this agreement as of the date and year written below.

Dated this ____ day of _____, 2022

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, CHAIRMAN

ATTEST: CARLYE BAITY

TIFFANY GERING, COMMISSIONER

Clerk of the Board

BOB BUGERT, COMMISSIONER

CITY OF CASHMERE MAYOR:

JIM FLETCHER

ATTEST: _____
City Clerk

DIRECTOR CHELAN COUNTY EMERGENCY MANAGEMENT:

SHERIFF BRIAN BURNETT

Staff Summary

Date: 9/7/22
To: City Council
From: Director of Operations, Steve Croci
RE: Aerial Paraglider Agreement Amendment

In May Council approved an agreement for Aerial Paragliders to use Riverside Park for ground-based activities with insurance limits of no less than \$5,000,000 each occurrence and, \$5,000,000 general aggregate. Aerial Paragliders proposes insurance limits of \$1,000,000 each occurrence and, \$1,000,000 general aggregate. The proposed limits match the requirements for whitewater rafting companies who use the park for landings. Staff recommends amending the agreement with lower insurance limits.

Staff Recommendation:

MOVE to approve the amended the agreement for Aerial Paragliders and authorize the Mayor to sign documents.

**CITY OF CASHMERE
PARAGLIDING AGREEMENT - 2022**

THIS AGREEMENT, made and entered into on the date last shown below by and between the CITY OF CASHMERE, a municipal corporation of the State of Washington, hereinafter referred to as the City, and Aerial_Paragliding, hereinafter referred to as "AP".

WHEREAS, AP desire to conduct commercial trainings using CITY property known as Riverside Park; and,

WHEREAS, the CITY is willing to allow AP to conduct on the ground training only, at Riverside Park and on the terms and conditions set forth herein below;

NOW, THEREFORE, in consideration of the mutual covenants herein, CITY and AP agree as follows:

1. **Permit.** AP desiring a permit to use CITY property shall pay to the CITY a permit fee of \$2.50 per person, excluding instructors, using the CITY OF CASHMERE property. Said sum shall be paid to the CITY on a monthly basis.

Payment shall be supported by a report signed by the Owner/Managing Member or other authorized representative of Aerial Paragliding, who has reviewed the records of the students, verifying the actual number of AP customers using the Cashmere site. Said report to be submitted to the CITY on an approved form as shown on Exhibit A attached, within fifteen (15) days after the close of each month.

In the event said report and payment have not been received by the 20th day of each month there shall be assessed a **late payment penalty** of \$25.00.

In the event the report and payment are not submitted on or before the 30th day of each month the deposit referred to in paragraph 3 below shall be forfeited and the agreement shall be forfeited, and all rights of AP shall be terminated.

2. **Daily student count.** AP shall provide to CITY, on a form provided by CITY and attached as Exhibit B, a daily count of AP customers. Said form shall be submitted monthly with Paraglider Verification Form and payment.

3. **Performance deposit.** AP shall deposit with the CITY Clerk-Treasurer upon execution of this agreement the sum of \$200.00 as a performance deposit. Said sum shall be held by the CITY to ensure performance of all terms and

conditions of this agreement by AP. Said sum, less late payment penalties, shall be refunded to AP at the end of this agreement. However, in the event of any breach of this agreement by AP, said performance deposit shall be immediately forfeited to the CITY OF CASHMERE.

4. **Duration of permit.** The permit granted by the CITY to AP shall be for the period from March 1, 2022 to October 31, 2022, unless otherwise terminated or revoked by the CITY in accordance with this agreement.

5. **Insurance.**

The AP shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on the AP's behalf with the issuance of this Permit.

A. No Limitation

The AP's maintenance of insurance as required by the Permit shall not be construed to limit the liability of the AP to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

The AP shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The CITY shall be named as an additional insured under the AP's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

C. Minimum Amounts of Insurance

The AP shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

D. Other Insurance Provision

The AP's Commercial General Liability insurance policy or policies are to contain or be endorsed to contain that they shall be primary insurance as respect the CITY. Any insurance, self-insurance, or self-insured pool coverage maintained by the CITY shall be excess of the AP's insurance and shall not contribute with it.

E. Acceptability of Insurers

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

F. Verification of Coverage

The AP shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the AP before issuance of the Permit.

G. Notice of Cancellation

The AP shall provide the CITY with written notice of any policy cancellation, within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

Failure on the part of the AP to maintain the insurance as required shall constitute a material breach of the Permit, upon which the CITY may, after giving five business days' notice to the AP to correct the breach, immediately terminate the Permit or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand.

I. CITY Full Availability of AP Limits

If the AP maintains higher insurance limits than the minimums shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the AP, irrespective of whether such limits maintained by the AP are greater than those required by this Permit or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained

by the AP.

6. **State and Local Laws.** AP shall abide by all state and local laws.
7. **Scheduling.** AP shall be responsible for scheduling and with respect to times and dates of such use. AP shall be allowed upon the park property each day no earlier than 7:00 a.m. and shall exit prior to 10:00 p.m.
8. **Nonexclusive use.** AP shall share the park and coordinate with other users.
9. **Reservation of rights by CITY.** CITY reserves the right to revoke the permit of AP if AP fail to comply precisely with the terms of this agreement or if the CITY receives excessive citizen complaints, and the CITY further reserves the right upon ten (10) days' notice to AP to revoke this agreement in its entirety in the event the operations under this agreement cause an excessive administrative burden to the CITY. Upon revocation of the permit, the CITY shall retain the performance deposit and shall also be entitled to any additional fees then due.
10. **Supervision.** AP agree that a supervisor will be present at the CITY Park when customers of AP are present, at the expense of AP, to supervise activities, to ensure compliance with this agreement and to assist in the enforcement of CITY ordinances. Such supervisors shall be employees of AP and shall report immediately any violations of this agreement or violations of CITY ordinances to a CITY representative. AP shall be fully responsible for supervising all of their employees, customers, guests and invitees of their respective companies on City property and shall be responsible to keep the CITY property neat and clean and free of all debris and refuse and shall on a daily basis, police and clean said premises and property to keep them in a first class and sanitary condition.
11. **Release.** AP hereby release CITY from any liability of any nature as a result of damages, direct, indirect, consequential or otherwise including attorney fees and costs, in the event any person, persons, firm, corporation, agency or other entity brings any administrative or judicial action or proceeding to enjoin, restrict or prohibit the use of CITY property by AP pursuant to this agreement or in the event any other action or proceeding is instituted which in any way delays AP or in the event AP suffer any loss, direct, indirect, consequential or otherwise as a result of their use of CITY property during the term of this agreement.
12. **Hold harmless and indemnity.** AP shall defend, indemnify and hold harmless the CITY, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for

loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by AP in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the CITY.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of AP and the CITY, its officers, officials, employees, and volunteers, the AP's liability hereunder shall be only to the extent of the AP's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the AP's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. **Emergency services.** AP agree to pay for any emergency services rendered for the benefit of AP, their agents, employees, guests and customers. Reimbursement shall be fair and reasonable compensation for said emergency services, but in no event less than \$200.00 per call.

14. **Attorney fees and costs/Venue.** In the event any party to this agreement commences any action to enforce any covenant of this agreement, the prevailing party in such action or any appeal thereof shall be entitled to all costs and a reasonable attorney fee approved by the Court. Venue for any action under this agreement shall be in Chelan County, Washington.

15. **Non-assignment.** AP may not assign their rights under this contract or any portion thereof to any other person, firm, corporation, or other entity without the written permission of CITY.

Dated this _____ day of _____, 2022.

Company _____

Signature _____

Printed Name _____

Contact person (please print) _____

Mailing Address _____

Phone: _____

Email: _____

CITY OF CASHMERE:

Jim Fletcher, Mayor

Kay Jones, City Clerk-Treasurer

**CITY OF CASHMERE
101 WOODRING STREET
CASHMERE, WASHINGTON 98815
(509) 782-3513**

PARAGLIDER VERIFICATION REPORT

Pursuant to RCW 7A.72.085, I hereby declare and certify that I am the authorized representative Aerial Paragliding named above and that the number of students / customers using Riverside Park in Cashmere during the month of _____ was _____.

I understand that use fees are due fifteen days after the close of **each month**. ***A late fee of \$25.00 will be charged for payments received after the 20th of the month.***

I have enclosed a check, number _____ in the amount of _____.
(Number of AP X \$2.50).

NO – This is not my Final Report

YES – This is my Final Report

I hereby verify that this is my final report for the year and that all fees for use of the City of Cashmere property have been paid in full. I understand that upon receipt of my final report my performance deposit will be refunded. I also understand that any late fees owing will be withheld from my deposit.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct to the best of my knowledge.

Signed at _____, Washington on the _____ day of _____, 2022.
(City)

(Signature)
