

Tonasket City Council Agenda
Tuesday, February 28, 2023
6:00 pm

VIRTUAL ZOOM MEETING ID 840 7926 9835
Phone Number 1-253-215-8782

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Public Comment (Agenda Items)
- 5) Approval of the minutes of the previous meeting. **Action Item**
- 6) Public Comment
- 7) Justin Haug—Ballfield update
- 8) Unfinished Business
 - a) City Hall Door Quotes **Action Item**
 - b) Law Enforcement Agreement **Action Item**
 - c) Kiosk and Interlocal Agreement With Okanogan County Tourism **Action Item**
- 9) Mayor/Council/Committee Reports
- 10) New Business
 - a) Municipal Court **Discussion**
 - b) Chronicle Vacationland **Action Item**
- 11) Miscellaneous and Correspondence
- 12) Adjournment

The City of Tonasket is an equal opportunity employer and provider that strives to accommodate persons with disabilities. City Hall is ADA accessible. Please contact the City Clerk's office by noon on any meeting date for assistance.

Council Memo
Tuesday, February 28, 2023

VIRTUAL ZOOM MEETING ID 840 7926 9835
Phone Number 1-253-215-8782

TO: Mayor and City Council

FROM: City Clerk-Treasurer

Justin Haug will be in attendance to give the Mayor and Council an update on the Ballfield Improvements.

City Hall Door Quotes---at the time of putting together this memo, no quotes had been received. The quotes are due today, 2/24/2023. I am not sure how to proceed if none are received. I have advertised and sent out many letters requesting quotes. Not sure what the next move will be if we do not receive any quotes.

The final Law Enforcement Agreement is attached for approval. There have not been any changes on the document since you received it at the last meeting. **Suggested Motion: I move to approve and authorize the Mayor to sign the Law Enforcement Services Agreement between Okanogan County, and City of Tonasket, Washington for the term March 1, 2023 through March 1, 2026.**

The Kiosk is on the agenda again. Councilmember Hill has been working on this and has a meeting on Tuesday, at 10:00 am at the TVBRC parking lot with Andrew Cook, who has constructed the Kiosk, and James Moore and hopes to have a recommendation for Council. I have included an Interlocal agreement that addresses the Kiosk for your approval. **Suggested Motion: I move to approve the Interlocal Agreement with Okanogan County Tourism to establish an understanding regarding the installation and maintenance of the Kiosk.**

Municipal Court Discussion. I will be bringing up the matter of the Municipal Court and the issue if the City should continue with operating the court or enter into a contract with Okanogan County District Court to handle the infractions. I will have some information for you at the meeting. For discussion only.

The City has been approached by the Chronical if we would be interested in putting an ad into the Vacationland as we did last year. **Suggested Motion: I move to spend _____ to advertise in the Vacationland for 2023.**

Minutes of the Regular Meeting of the Tonasket City Council, February 14, 2023

DRAFT

Present: Mayor Maldonado, Councilmembers McMillan, Hill, and Weddle.

Staff: Attwood, Seydlitz, Johnson, and Danison.

The meeting was called to order at 6:00 pm and the pledge of allegiance was given by all.

Roll Call was taken.

Public Comment: None.

Motion to approve the agenda. M/McMillan, S/Hill. Carried 3:0.

Councilmember Alexander arrived.

Public Comment: None.

Motion to accept the bid from Wilbert Precast for supplying concrete grave liners to the City of Tonasket for the years 2023 and 2024, \$420.00 each delivered in loads of 8 and oversize liners 32" x 88" \$580.00 each, 38" x 96" \$700.00 each, must be part of an 8 unit delivery. M/Weddle, S/McMillan. Discussion. Carried 4:0.

Councilmember Levine entered (via Zoom) at 6:07 pm.

This meeting has been advertised as a public hearing to hear comments regarding filing an application for federal financial assistance with the U.S. Department of Agriculture, Rural Development, Rural Utilities Service. The project includes improvements to the wastewater, drinking water, and stormwater systems on Whitcomb Ave. Mayor Maldonado opened the Public Hearing. Councilmember Levine inquired if this is for the Perfect Passage Project and the Clerk replied yes. City Clerk-Treasurer Attwood read Resolution 2023. There were no additional comments.

Motion to approve pursuing the filing of the loan application for participation in the United States Department of Agriculture Rural Development (USDA-RD) Loan Grant Application Process. M/Weddle, S/Levine. Discussion. Carried 5:0.

The Mayor closed the Public Hearing.

Kurt Danison Report:

- Not much to report, there will be no Planning Commission meeting in February.
- Shoreline State Environmental Policy Act checklist and Periodic Update at the next Planning Commission meeting.
- Only received 10 survey reports, not much involvement

Public Comment: None.

Unfinished Business:

Motion to authorize the sale of the 1.1 Acres of Cemetery Property to Bergh Funeral Service in the amount of \$30,000 and split the closing costs. M/Weddle, S/McMillan. Discussion. Carried 5:0.

Councilmember Levine requested to do her report and then sign off before moving onto the Law Enforcement Agreement.

Levine Report:

- Perfect Passage meeting.
- OCOG meeting, a lot of attendance. Sheriff representatives are there to update on what is going on. Dept. of Health update was scary regarding Fentanyl usage and overdoses in the County.
- Omak Mayor and Team Okanogan regarding animal control, review ordinances and they will come and help our City.
- Spoke with Abby at Varela regarding Surface Transportation Block Grant funds.
- OCOG approved for DOT administrator grant and money was returned.

Levine left meeting.

Unfinished Business Continued:

Law Enforcement – discussion – Weddle updated the agreement is out for review. McMillan noted the price will be going up.

SSI Discount Request Report – Weddle and McMillan recommend not to pursue SSI Discount. Community Action can support people on SSI and our City is not set up to support. Mayor Maldonado will convey the decision to the citizen who made the request.

Department Head Reports:

Johnson

- Sweeper is ready.
- Cycling water valves.
- Working on 6-yard truck.
- Received quotes to repair well 8, received two quotes and third one to come.
- Looking at snow blower for sidewalk for trouble areas in winter, received three quotes.

Motion to move forward with purchase from lowest bid from Picatti Bros for Well 8 repair \$21,560.00 plus additional expense for wire and tax and purchase of snowblower from Riggs for \$3,226.92. M/Hill, S/McMillan. Discussion. Carried 4:0.

Yarnell

- Monthly activity report: three burglary, one assault, three traffic, thirty-five traffic stops, thirty-nine complaints.
- No major crimes in city limits.
- Announce the promotion of Preston Ray to Sergeant, he will supervise Deputy Lopez.
- Perused the Law Enforcement contract.

Attwood

- Working on Annual Report, Rural Development application and kiosk agreement with Economic Alliance.
- Contact with Arnie Marchand regarding the Veteran Dedication on May 27th at 1 pm, in Legacy Park, after the parade.

Mayor/ Council/ Committee Reports:

Mayor Maldonado

- Read Building Official Report

McMillan

- Report covered in Law Enforcement and SSI discussions.

Hill

- Congratulations to Deputy Taft as a 1st Responder Award Recipient.
- New consignment shop Mama Bears.
- This n That shop new location.
- Super Nova Business launch competition.

Weddle

- Perfect Passage is main thing working on, including looking for funding for Phase One.
- Contacted School for the Blind and ESD regarding orientation of ramps. Need to be ADA compliant.

Alexander- None.

New Business:

Motion to approve and authorize entering into an agreement with USDA for the Provision of Technical Assistance. M/McMillan, S/Hill. Discussion. Carried 4:0.

Motion to approve Resolution 2023-02 Airport Land Lease Agreement with Brice Fullerton. M/Weddle, S/Hill. Carried 4:0.

Miscellaneous and Correspondence: None

Motion to approve the consent Agenda: the minutes of the previous meeting, the January Payroll \$56,478.46 (12065-12079 & Direct deposit 1-31-23) and February Bills \$465,734.64 (12063-12064,12080-12136 & EFT 1-3). M/McMillan, S/Weddle. Carried 4:0.

There being no further business the meeting was declared adjourned at 7:40 pm.

Alice J. Attwood, Clerk-Treasurer

LAW ENFORCEMENT SERVICES AGREEMENT

**BETWEEN
OKANOGAN COUNTY, WASHINGTON
AND
CITY OF TONASKET, WASHINGTON**

THIS AGREEMENT is made and entered into on this _____ day of _____, 2023, by and between the County of Okanogan, Washington, hereinafter referred to as "COUNTY," and the City of Tonasket, Washington, hereinafter referred to as "CITY," each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of certain law enforcement services by the Okanogan County Sheriff's Office; and,

WHEREAS, the COUNTY is agreeable to delivering law enforcement services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are authorized by the provisions of RCW Chapter 39.34 Interlocal Cooperation Act; and

WHEREAS, the latest agreement between THE COUNTY and THE CITY will expire March 1, 2023 in accordance with terms of the contract.

NOW THEREFORE, the parties agree as follows:

A. THE COUNTY AGREES:

1. By and through its Sheriff, to provide law enforcement services within the corporate limits of the CITY. This service shall include, but not be limited to residential night patrols, a presence at school functions such as walking through sporting events, school zone traffic enforcement, narcotics canine patrols in the schools, and escorts for school parades. Also included are the normal law enforcement duties of traffic enforcement and providing for public safety and criminal investigations. There will be scheduled quarterly meetings with the Sheriff or his designee to be held in Tonasket.
2. Law enforcement services shall encompass the duties normally within the jurisdiction of and customarily rendered by the Sheriff of the COUNTY and the police of the CITY.
3. The above referenced services include the enforcement of the statutes of the State of Washington and the Municipal ordinances of the CITY, as are enforced by the Sheriff within the unincorporated territory of the COUNTY and the police of the CITY respectively, EXCEPT, the enforcement of parking and animal control ordinances.
4. Law enforcement services will be provided to the CITY typically will be 8 shifts per week at 10.67 hours per shifts (in the absence of annual leave, sick leave or

scheduled training for the CITY assigned Sheriff's Deputies) may be at any hour of the day or night as the need warrants. Hours of work, allocations of manpower and equipment for this purpose will be at the discretion of the Sheriff.

5. To furnish all necessary personnel, supervision, equipment and supplies reasonably necessary to maintain the services indicated within the terms of this agreement as further determined by the Sheriff.
6. THE COUNTY will provide two (2) Sheriff's Deputies to patrol the CITY and pay the salaries and employee benefits as determined by the COUNTY consistent with the current collective bargaining agreement.
7. To ensure that a representative from the Sheriff's Office shall attend and report on law enforcement activities in the CITY at an average of 12 council meetings each year for the duration of the agreement to ensure that the council and Sheriff's Office maintain and open communication with regard to potential and real law enforcement concerns to the CITY.
8. The COUNTY will provide the bi-monthly reports as currently submitted and other reports if suggested by Council or Mayor and agreed upon by the Sheriff.

B. THE CITY AGREES:

1. That it shall pay the total sum of NINE HUNDRED SEVENTY-FOUR THOUSAND THREE HUNDRED SEVENTY-SIX DOLLARS (\$974,376) for the term of March 1, 2023 through March 1, 2026. Payments by the CITY of such sums shall be made in 36 monthly installments of \$27,066, during the term herein.
2. In the event overtime is necessary to perform the law enforcement duties as outlined in this Agreement or under the following situations: unforeseen emergencies, extenuating circumstances, special events or upon request from the city for additional services, a separate invoice shall be sent to the CITY for such charges. Jailing, Dispatch, and other justice system services are not covered by this Agreement.
3. Any public agency entering into an agreement pursuant to chapter 39.34, may appropriate funds and may sell, lease, give, or otherwise supply property, personnel, and services to the administrative joint board or other legal or administrative entity created to operate the joint or cooperative undertaking. That the COUNTY shall provide one (1), fully equipped law enforcement vehicle for each Sheriff's Deputy. The CITY will pay depreciation of \$13,300 annually for each of these vehicles which is included in the cost of the contract.
4. That the CITY attorney and/or the CITY clerk, upon request by the Sheriff's Office and/or Prosecutor's Office, shall provide COUNTY officials with written assurance that procedures required in the implementation of certain provisions of CITY ordinances or sections of the CITY code have been complied with and performed according to law and that the appropriate law enforcement services requested or required of the Sheriff's Office are timely and appropriate.

C. IT IS MUTUALLY AGREED AS FOLLOWS:

1. That the CITY specifically authorizes the COUNTY, by and through the Okanogan County Sheriff, to enforce the municipal ordinances as though said Sheriff were the Chief Law Enforcement Officer of the CITY; and, insofar as it may be required by state law, the County Sheriff shall be designated Chief of Police of the City of Tonasket and that the Sheriff or designee shall be reasonably available to the Mayor

- or Mayor's representative for consultation as necessary regarding CITY law enforcement and/or regarding provisions of this Agreement.
2. That the delivery of law enforcement services, the standards of performance, the discipline of deputies and other matters incident to the performance and control of personnel involved in such services shall be the responsibility of the COUNTY alone. The CITY may submit comments or concerns regarding the deputies to the Sheriff.
 3. All court services, booking, and incarceration expenses shall be covered by a separate agreement.
 4. All persons employed for the purposes of performing law enforcement services contemplated within the terms of this Agreement are COUNTY employees. The COUNTY shall provide and maintain liability insurance coverage, with the CITY named as an additional insured and shall provide to the CITY EVIDENCE in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent self-insurance pool.
 5. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers. In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. The above indemnity obligations in Paragraph C5 shall survive the termination and/or expiration of this Agreement.
 6. That the CITY shall not be liable for compensation to any COUNTY employee for injury or sickness arising out of his/her employment or by reason of the performances of any services contemplated in this Agreement.
 7. The term of this Agreement shall be from the first day of March, 2023 and shall terminate the 1st day of March, 2026, provided that this Agreement may be extended by written agreement between both parties.
 8. This Agreement may be renegotiated in the second and third year of the contract in the event that an increase in the wages of the Field Deputies exceeds 6% in any given year. Any increase in the annual charge to the CITY shall be negotiated in whole dollar(s) amounts.
 9. TERMINATION: This Agreement may be terminated at the request of either party PROVIDED that the other party must be notified one hundred twenty (120) days in advance of the date proposed as termination of this Agreement in order to facilitate transfers of services and responsibilities in a smooth and efficient manner and to allow for appropriate budget restructuring and manpower allocations by both parties. Such 120-day notice provision of this paragraph may be waived upon consent of both parties to this Agreement.

10. Upon giving notice of termination, the parties agree to commence work on and to complete a transition plan providing for an orderly transition of services and responsibilities from the COUNTY to the City within such 120-day period. The transition plan shall identify and address personnel, capital equipment, workload and other issues related to the transition. Each party shall bear its respective cost in developing the transition plan.
11. Any modification of the Agreement may be accomplished only by written agreement between the COUNTY and the CITY and no oral understandings or agreements shall suffice to amend the terms of this Agreement.
12. The COUNTY and the CITY shall select representatives to act as a joint board for implementation and proper administration of this Agreement, and will refer problems of implementation to the governing body of the COUNTY and of the CITY for resolution, if necessary. The joint board provided in this paragraph shall meet at least quarterly as agreed upon by the joint board members.
13. The parties to this Agreement agree that in the event that differences arise between the parties with respect to the interpretation of implementation of any of the provisions of this Agreement, such differences shall be submitted to the Board of Arbitration for resolution by giving written notice requesting arbitration. The Board of Arbitration will be established within thirty (30) days of written notice of arbitration being given by each party designating an individual to act as arbitrator and the two individuals so designated by the parties shall themselves select a third individual to sit as chairman of the Board of Arbitration. The parties agree to be bound by the decision of the arbitration panel with respect to such differences as may arise. The costs of the arbitrators designated by each respective party shall be borne by the party appointing the same, and the cost of the third individual to sit as the chairman of the Board of Arbitration shall be split equally between parties.
14. In the event that the Board of Arbitration established by Paragraph C13 above should invalidate any provision of this Agreement or determine that any provision of this Agreement is unenforceable, remaining provisions of this Agreement shall nevertheless continue to be valid and enforceable as between the parties, provided, however, that if either or both of the parties to this Agreement determine, pursuant to Paragraphs C9 and C10 above, the Agreement should be terminated, then in that case the provisions of Paragraphs C11 and C12 shall control, and will survive the termination of the Agreement.
15. That Okanogan County is an Equal Opportunity employer and has nondiscriminatory hiring practices.

IN WITNESS WHEREOF the parties hereto have executed this Agreement to become effective on the day and the year first above mentioned.

CITY OF TONASKET

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**

Mayor René Maldonado
City of Tonasket

Chris Branch, Chairman

Approved as to form:

Andy Hover, Member

Michael D. Howe, Attorney,
City of Tonasket

Jon Neal, Member

Esther Milner
Chief Civil Deputy Prosecutor
Attest:

Paul Budrow, Sheriff

Attest:

Alice J. Attwood, City Clerk-Treasurer
City of Tonasket

Lalena Johns, Clerk of the Board

INTERLOCAL AGREEMENT
WITH OKANOGAN COUNTY TOURISM COUNCIL

THIS AGREEMENT between the CITY OF TONASKET, a political subdivision of the State of Washington, and the OKANOGAN COUNTY TOURISM COUNCIL.

WITNESSETH:

WHEREAS, the Okanogan County Tourism Council, a private, nonprofit organization within Okanogan County is seeking to install tourism related information kiosks throughout the county to aid our locals and visitors and the City of Tonasket has requested a kiosk be installed; and

WHEREAS, the Tonasket City Council approves the building and installation of the kiosk in the parking lot area of Founders Day Park and the Tonasket Visitor and Business Resource Center; and

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to establish an understanding between **the Okanogan County Tourism Council** and the City of Tonasket in the realm of the installation and maintenance of an informational kiosk.

2. **SCOPE:** This agreement shall allow the following activities:
Tourism Council Responsible for: Installation of the kiosk at site determined by the city. Tourism Council is responsible for costs associated with construction of kiosk and sign and replacement of sign or kiosk if needed.

City of Tonasket responsible for: assisting with the sign design and information for the sign, and assistance with _____.

3. **DURATION OF AGREEMENT – TERMINATION:** This agreement shall remain in force until the incident described in this document has ended, or until cancelled by either party in writing.

4. **COMPLIANCE WITH LEGAL REQUIREMENT:** Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

5. **FILING:** Executed copies of this agreement shall be filed, or alternatively, listed by subject on the City of Tonasket and Entity's web site or other electronically retrievable public source, as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

6. **NON-DELEGATION/NON-ASSIGNMENT:** Neither party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

7. **HOLD-HARMLESS:** The Parties agree that the employee(s)/operator(s) of the City of Tonasket are employees of the City of Tonasket only, and in no way shall be deemed to be employees of the Entity. Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees, and shall indemnify the other against any damages, claims or causes of action resulting from the Parties performance as required under this agreement, Neither

party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this agreement.

8. SEVERABILITY: Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

9. VENUE: The Parties agree that in the event that litigation should arise from this agreement, the venue shall lie in Okanogan County, and the prevailing party shall be entitled to recovery of the costs of litigation, including reasonable attorney's fees.

APPROVED: ENTITY

APPROVED: CITY OF TONASKET

OKANOGAN COUNTY TOURISM COUNCIL

Name

Print Name

Print Name

Signature

Signature

Title

Title

Date

Date

Alice Attwood

To: Gay Seydlitz

Alice Attwood is inviting you to a scheduled Zoom meeting.

Topic: City Council Meeting

Time: Feb 28, 2023 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84079269835>

Meeting ID: 840 7926 9835

One tap mobile

+12532158782,,84079269835# US (Tacoma)

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Dial by your location

+1 253 215 8782 US (Tacoma)

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+1 719 359 4580 US

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

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Meeting ID: 840 7926 9835

Find your local number: <https://us02web.zoom.us/u/kmnlCjZKZ>