

City of South Bend
Council Meeting
Monday, January 11, 2016 @ 5:30 pm
Council Chambers
1102 W. First Street, South Bend, WA

1. Call to Order
2. Pledge of Allegiance
- 3. Oaths of Office**
4. Approval of Agenda and Consent Agenda
Approval of Minutes: *December 14, 2015*
5. Correspondence
6. *Mayor Pro Tem*
7. *Contract for Professional Services – City Prosecuting Attorney*
8. *Parks Caretaker Contract*
9. *Custodial Services Agreement*
10. *Contract for Legal Services for Indigent Criminal Defendants*
11. Items from the Public **(3 Minute Limit)**
12. Department Head Reports:
 - i) Police Chief Eastham
 - ii) City Supervisor Houk
 - iii) Clerk/Treasurer Roberts
 - iv) Fire Department
13. Mayor's Report
14. Council Comments
15. *Executive Session – Labor Negotiations & Potential Litigation*
16. Adjournment

Next Regular Meeting: Monday, January 25, 2016 @ 5:30 PM

South Bend Council Meeting

Monday, January 11, 2016

CONSENT AGENDA

1. Approval of Vendor Checks

Vendors – Check #41575 thru Check #41651 - \$123,219.53

2. Approval of Payroll Checks

Payroll – Check #23964 thru Check #23984 - \$102,444.47

01/11/16

	VENDOR	AMOUNT
41575	Board of Volunteer Firefighters (Hand Pay)	\$ 270.00 2015 Disability/Pension Remittance (Three Additional Volunteers)
41576	Antich Supply Company (Hand Pay)	\$ 244.07 Operating Supplies - City Hall \$53.90, Parks \$64.69 and Water \$125.48
41577	AWC RMSA (Hand Pay)	\$ 388.80 RMSA Prior Acts Coverage (3 Years)
41578	Bud's Lumber & Electric (Hand Pay)	\$ 284.33 Operating Supplies - Streets \$78.46, Parks \$70.10, Water \$42.74, Sewer \$43.96 and Fire \$49.07
41579	Cascade Computer Maintenance, Inc. (Hand Pay)	\$ 19.96 Computer Repair - Municipal Court
41580	City of Raymond (Hand Pay)	\$ 16,807.26 November M & O RWWTP
41581	Crystal Springs (Hand Pay)	\$ 54.19 Water Service - Public Works
41582	Dale Little (Hand Pay)	\$ 150.00 Building Code Consultation - November & December 2015
41583	Dept of Labor & Industries (Hand Pay)	\$ 43.00 Hot Water Tank Inspections - City Shop & Public Restroom
41584	Flannery Publications (Hand Pay)	\$ 223.96 Legal Notices
41585	Gerald Ashley (Hand Pay)	\$ 5.00 LEOFF 1 Benefits
41586	H.D. Fowler Company (Hand Pay)	\$ 2,589.65 Operating Supplies - Water Fund
41587	Luis Gonzalez (Hand Pay)	\$ 10.00 Translator - Police Dept 12/14/15
41588	Northstar Chemical, Inc. (Hand Pay)	\$ 872.10 Chemicals - Water Fund
41589	Norton Corrosion Limited, LLC (Hand Pay)	\$ 653.00 2015 Annual Inspection Waterline River Crossing
41590	Pacific County Sheriffs Office (Hand Pay)	\$ 165.00 Jail Bookings - November 2015
41591	Petty Cash - Dee Roberts (Hand Pay)	\$ 28.86 Miscellaneous - City Hall \$16.21 and Water \$12.65
41592	PUD #2 (Hand Pay)	\$ 9,643.99 All Depis
41593	Staples (Hand Pay)	\$ 129.68 Office Supplies - Water Fund
41594	State Auditor's Office (Hand Pay)	\$ 265.80 Audit Services - November
41595	Steve's Front End & Brake, Inc. (Hand Pay)	\$ 595.30 Repair/Maintenance - Water/Sewer Fund
41596	The Law Office of Jonathan Quttner (Hand Pay)	\$ 32.80 Municipal Court - 12/21/15
41597	Tierney & Blakney, PC (Hand Pay)	\$ 402.50 Legal Services - RWWTP (1/2 Cost to Raymond)
41598	Total Electric (Hand Pay)	\$ 503.79 Exterior Lighting Repair - City Hall
41599	U.S. Cellular (Hand Pay)	\$ 237.49 Police Laptops \$186.51 and Auto Dialer for Pump Station \$50.98
41600	U.S. Fire Equipment LLC (Hand Pay)	\$ 18,552.06 Capital Outlay - Fire Dept - Fire Hose
41601	Aberdeen Office Equipment, Inc.	\$ 530.19 Office Supplies - Sewer \$79.78, CH \$297.72, Police \$31.22, Water \$107.90 and Municipal Court \$13.57
41602	Allan McComas	\$ 825.00 2016 Clothing/Boot Allowance
41603	ALS Environmental	\$ 58.00 Water Samples

41604	Ashley Construction	\$	3,248.27	Professional Services - Water \$1,295.04 and Sewer \$1,953.23
41605	Association of Washington Cities	\$	818.00	2016 Membership Fee
41606	CenturyLink	\$	1,324.46	All Depts
41607	Chris Orkney	\$	200.00	2016 Boot Allowance
41608	Comcast	\$	59.95	Internet Service - Sewer Fund
41609	Dave Eastham	\$	825.00	2016 Clothing/Boot Allowance
41610	Dee Roberts	\$	259.50	Mediation for RWWTP - Seattle - Travel & Per Diem
41611	Dennis Company	\$	117.57	Operating Supplies - Water Fund
41612	Dennis Houk	\$	200.00	2016 Boot Allowance
41613	Dept of Licensing	\$	18.00	Concealed Weapons Permits
41614	Dept of Revenue	\$	7,736.89	December 2015 Excise Tax on Water/Sewer/Garbage and Out of State Excise Tax
41615	Dept of Revenue - Leasehold Tax	\$	46.22	Leasehold Tax - Dock Fund
41616	Evergreen Rural Water of Washington	\$	430.00	2016 Membership - D Houk
41617	Flannery Publications	\$	132.31	Legal Notices
41618	Gerald Ashley	\$	314.70	LEOFF 1 Benefits
41619	Gray & Osborne, Inc.	\$	14,350.54	Central Street (CDGB) \$14,040.94 and General Engineering \$309.60
41620	H.D. Fowler Company	\$	1,491.99	Operating Supplies - Water Fund
41621	Invoice Cloud-E Pay	\$	81.00	December 2015 Portal Access Fee
41622	Jace Eckman	\$	200.00	2016 Boot Allowance
41623	Jerry Miller	\$	200.00	2016 Boot Allowance
41624	Julie Struck	\$	243.36	Mediation for RWWTP - Seattle - Travel & Per Diem
41625	Justin Moran	\$	200.00	2016 Boot Allowance
41626	Lucas Stigall	\$	825.00	2016 Clothing/Boot Allowance
41627	Margie Packard	\$	160.99	December 2015 Library Janitorial
41628	NFPA	\$	165.00	2016 Membership - D Houk
41629	NPELRA	\$	200.00	2016 Membership - D Roberts
41630	Office of Financial Management	\$	3,898.44	December 2015 Fines & Forfeitures \$3,826.44 and 3rd Quarter Remit of State Building Fee \$72.00
41631	One Call Concepts, Inc.	\$	2.64	Locates
41632	ORCAA	\$	734.00	2016 Per Capita Assessment
41633	Pacific County Auditor - Election Reserve Fund	\$	468.33	Shared Cost - Election
41634	Pacific County Dept of Public Works	\$	1,656.09	January 2015 Eklund Park
41635	Pacific County Emergency Management	\$	1,939.75	1st Quarter 2016 Local Support

41636	Pacific County of Governments	\$	1,500.00	2016 Dues
41637	Pacific County Prosecutors Office	\$	45.64	December 2015 Crime Victims
41638	Patricia Figueroa	\$	25.00	Refund - Cheney Park Rental
41639	Pete Hinton	\$	50.00	Interpreter Services - Municipal Court 12/02/15
41640	Pioneer Grocery	\$	18.44	Miscellaneous - City Hall \$3.76 and Library \$14.68
41641	Pitney Bowes	\$	1,000.00	Postage - All Depts
41642	Royal Heights Transfer Station, Inc.	\$	11,333.78	Dump Fees
41643	Ryan Miskell	\$	825.00	2016 Clothing/Boot Allowance
41644	South Bend Pharmacy	\$	16.58	UPS Fees - Water Fund
41645	South Bend Police Reserves	\$	2,000.00	2016 Clothing/Boot Allowance
41646	Tim McGee	\$	200.00	2016 Boot Allowance
41647	Traffic Safety Supply Company, Inc.	\$	855.02	Street Signs & Posts
41648	V & N Auto Parts	\$	127.14	Repair/Maintenance - Water/Sewer Fund
41649	Vision Municipal Solutions, LLC	\$	7,141.05	2016 Software Assurance
41650	Willapa Harbor Chamber of Commerce	\$	100.00	2016 Membership
41651	Wilson Oil dba Wilcox & Flegel	\$	848.10	Fuel - Public Works
TOTAL		\$	123,219.53	

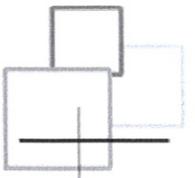
Mayor Julie K. Struck

Mayor Struck

[Signature]

City Supervisor Houk

Police Chief Eastham



Register

Number	Name	Fiscal Description	Cleared	Amount
<u>23964</u>	Eastham, David	2015 - December - Second Council Meeting - December		\$2,400.00
<u>23965</u>	McComas, Allan	2015 - December - Second Council Meeting - December		\$1,935.00
<u>23966</u>	Miskell, Ryan L	2015 - December - Second Council Meeting - December		\$1,935.00
<u>23967</u>	Stigall, Lucas	2015 - December - Second Council Meeting - December		\$2,090.00
<u>23968</u>	Houk, Dennis	2015 - December - Second Council Meeting - December		\$1,650.00
<u>23969</u>	Miller, Jerry	2015 - December - Second Council Meeting - December		\$1,650.00
<u>23970</u>	Ashley, Alan	2015 - December - Second Council Meeting - December		\$92.35
<u>23971</u>	Fuller, Eric	2015 - December - Second Council Meeting - December		\$181.08
<u>23972</u>	Houk, Dennis	2015 - December - Second Council Meeting - December		\$1,520.02
<u>23973</u>	Miller, Jerry	2015 - December - Second Council Meeting - December		\$2,297.24
<u>23974</u>	Olsen, Lisa	2015 - December - Second Council Meeting - December		\$110.31
<u>23975</u>	AFLAC	2015 - December - Second Council Meeting - December		\$454.53
<u>23976</u>	Association of WA Cities	2015 - December - Second Council Meeting - December		\$2,576.58
<u>23977</u>	Dee Roberts-Coffee Fund	2015 - December - Second Council Meeting - December		\$42.00
<u>23978</u>	Dept of Labor & Industry	2015 - December - Second Council Meeting - December		\$3,497.12
<u>23979</u>	Dept of Retirement Systems	2015 - December - Second Council Meeting - December		\$10,951.87
<u>23980</u>	Nationwide Retirement Solutions	2015 - December - Second Council Meeting - December		\$350.00
<u>23981</u>	Teamster's Local #252	2015 - December - Second Council Meeting - December		\$472.00
<u>23982</u>	The Bank of the Pacific	2015 - December - Second Council Meeting - December		\$17,581.86
<u>23983</u>	Washington Counties Insurance Fund	2015 - December - Second Council Meeting - December		\$406.00
<u>23984</u>	Washington Teamsters Welfare Trust	2015 - December - Second Council Meeting - December		\$12,937.00

Number	Name	Fiscal Description	Cleared	Amount
December 2015 Draw	Payroll Vendor	2015 - December - Second Council Meeting		\$10,750.00
December 2015 Regular Payroll	Payroll Vendor	- December 2015 - December - Second Council Meeting		\$26,564.51
		- December		\$102,444.47

Execution Time: 13 second(s)

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Register

**CITY OF SOUTH BEND
COUNCIL MEETING – 12/14/2015**

1-2. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The council meeting was called to order by Mayor Struck at 5:30 pm followed by the Pledge of Allegiance. Members present: Councilor Williams, Councilor Neve, Councilor Webber, Councilor Hall, Police Chief Eastham, City Supervisor Houk, Clerk/Treasurer Roberts and City Attorney Will Penoyar. Councilor Olsen was absent.

3. APPROVAL OF AGENDA, CONSENT AGENDA AND APPROVAL OF MINUTES

Prior to the motion Mayor Struck requested an amendment to the agenda by removing *Item # 5. Resolution #2015-09 – Development Fee Schedule*. She explained that the fee schedule is still under review.

A motion was made by Councilor Neve to approve the amended Agenda, Consent Agenda and the minutes of the November 23, 2015 regular meeting. The motion was seconded by Councilor Webber.
Vote: Ayes-4, Noes-0, Absent- 1

Vendors – Check #41506 thru Check #41574 - \$220,431.95

Payroll – Check #23948 thru Check #23963 - \$86,102.19

4. CORRESPONDENCE - NONE

5. RESOLUTION #2015-09 – DEVELOPMENT FEE SCHEDULE - *REMOVED*

6. RESOLUTION #2015-10 – INTERFUND LOAN (SEWER/HUD)

Clerk/Treasurer Roberts briefly explained the need for the interfund loan and that the least amount possible would be borrowed based on the sewer fund balance at the end of the year. Councilor Williams made a motion accepting Resolution #2015-10 – Interfund Loan (Sewer/HUD) as presented. The motion was seconded by Councilor Neve. **Vote: Ayes-4, Noes-0, Absent- 1**

7. ORDINANCE #1509 – 2016 BUDGET (SECOND READING)

Councilor Neve made a motion accepting Ordinance #1509 – 2016 Budget as presented. The motion was seconded by Councilor Williams.

During discussion Councilor Hall recommended that next year the city go back to at least one special meeting with a budget workshop. He also requested information that will show previous year and then the proposed revenues and expenses for an easier comparison. Councilor Hall also asked how the insurance costs were distributed. Clerk/Treasurer Roberts explained that it was distributed to all areas based on exposure. She also then went over the previous insurance costs for Cities Insurance of Washington beginning in 2009 and then what the cost would be for the new insurance through Association of Washington Cities for 2016 which was brought up at the November 23, 2015 meeting.

Vote: Ayes-4, Noes-0, Absent- 1

8. ORDINANCE #1510 – BUDGET AMENDMENTS (ONE READING ONLY)

Clerk/Treasurer Roberts explained the budget amendments to each fund and why they were needed. Councilor Williams made a motion accepting Ordinance #1510 – Budget Amendments with one reading only. The motion was seconded by Councilor Webber. **Vote: Ayes-4, Noes-0, Absent- 1**

9. 2016 LEGISLATIVE AGENDA

Mayor Struck presented the 2016 Legislative Agenda that she prepared for submission. Several general questions were asked regarding terminology used within the context of the agenda, but overall the council agreed that the agenda was good and thought it was a great idea that South Bend would be submitting it to the legislature.

10. ENGINEERING CONTRACT FOR WATER TREATMENT PLANT EXPANSION

Mayor Struck presented the Proposal and Contract for Professional Engineering Services for the Water Treatment Plant Upgrade and Expansion Project by Gray & Osborne, Inc. The expansion and upgrade includes expanding the existing membrane water treatment plant (WTP) by adding a third membrane filter skid, replacing the membranes on the two existing skids, converting the membrane system to low pressure and completing several mechanical, electrical and chemical upgrades. This project will be funded by a possible grant/loan package and would be completed in October 2016. (Engineering Costs \$143,500)

Following discussion Councilor Neve made a motion authorizing Mayor Struck to sign the Engineering Contract as presented. The motion was seconded by Councilor Williams. **Vote: Ayes-4, Noes-0, Absent- 1**

11. ENGINEERING CONTRACT FOR FLIESS CREEK

Mayor Struck presented the Proposal and Contract for Professional Engineering Services for the Fliess Creek Source Redevelopment Project by Gray & Osborne, Inc. The proposed project will construct a single intake structure at the confluence of the West and East Branches of Fliess Creek. Raw water will be pumped through an estimated 6,900 linear feet of HDPE pipe to the intersection of the raw water main that supplies raw water from Electric Light Creek to the City's WTP. Pressure reducing valves will be installed at the Electric Light Creek and Martin Creek raw water mains prior to their connection to the water main that supplies the WTP. This project will be funded by a possible grant/loan package and would be completed in 18 months. (Engineering Costs \$80,000)

Following discussion Councilor Neve made a motion authorizing Mayor Struck to sign the Engineering Contract as presented. The motion was seconded by Councilor Williams. **Vote: Ayes-4, Noes-0, Absent- 1**

12. MEMORANDUM OF UNDERSTANDING – PACIFIC COUNTY & PACCOM MEMBER AGENCIES

Mayor Struck explained the parameters that have been established for receipt and expenditure of funds received from the 1/10 of 1% sales tax that was approved by the voters in November 2015 (Proposition #1) and requested the council's permission to sign the agreement. Following discussion Councilor Hall made a motion authorizing Mayor Struck to sign the Memorandum of Understanding – Pacific County & PACCOM Member Agencies as presented. The motion was seconded by Councilor Webber. **Vote: Ayes-4, Noes-0, Absent- 1**

13. ITEMS FROM THE PUBLIC - NONE

14. DEPARTMENT HEAD REPORTS

- Police Chief Eastham provided some statistics from 2015 in response to several citizens who feel that his department does nothing but control traffic. Besides working traffic and handling civil issues his department handled 21 domestic calls, 12 burglaries, 14 assaults, 28 thefts, 8 suicide calls, 4 rape cases one of which was a serial rapist and 1 homicide of which the suspect is in jail and awaiting a trial. All of these cases are handled by three officers and one police chief. Police Chief Eastham pointed out that he has developed a rather thick skin when it comes to the constant criticism, but his department is doing a great job and they certainly

don't deserve all the recent criticism that they have received especially when those people have no idea what his department deals with on a day to day basis.

- ✚ Police Chief Eastham noted that his department should be getting a grant from USDA RD for \$17,000 to help purchase a new police car. It will probably be in 2016. Councilor Hall asked if one of the police cars was still equipped with the license recognition reader. Police Chief Eastham explained that after the initial installation of the reader they wanted \$2,000 per year to maintain it so his department decided to give it up. The Raymond Police Department gave theirs up as well.
- ✚ City Supervisor Houk reported that NOVA Contracting, Inc. that are working on the Central Avenue Sewer Improvement Project have shut down for the winter. It was the recommendation of the engineers that they shut down. City Supervisor Houk provided the council with a punch list that shows the items that need to be completed prior to issuance of a shutdown of the project.
- ✚ City Supervisor Houk explained that he had received information from the Department of Transportation (DOT) that they will be shoring up the area between mile post 54.37 and 54.40 (across from Karl's Wall) There was some discussion about fencing and the council agreed that a 4' black galvanized fence with a 4' gate would be appropriate. The DOT said that they would only be shoring up the area and they would let nature take its course on the rest of it.

15. MAYOR'S REPORT

- ❖ Mayor Struck reported that the city has received their audit results and read the Audit Highlights which noted: *Continued excellence of accountability to the citizens of the City of South Bend and Formal and updated cash receipting policy in response to previous years exit item.*
- ❖ Mayor Struck noted that there had been some discussion at the November 23, 2015 council meeting about the city's aging population and job situation and she recently came across some interesting information that shows that it isn't just our area that is seeing these changes. According to Current Population Reports: *The demographic composition of Washington's population also is changing, with the portion of the population 65 years old and older projected to grow disproportionately faster than the population as a whole. By 2020, the percentage of the state's population 65 or older is expected to exceed the school-age population (ages 5-17). By 2040, more than one in five Washingtonians will be 65 or older.*
- ❖ Mayor Struck wished everyone a very Merry Christmas since this would be the last council meeting of the year and welcomed Councilor Olsen and Councilor Williams back for 4 more years!

16. COUNCIL COMMENTS

- Councilor Hall commented that having served with several mayors over the years he is happy with the current one!
- Councilor Hall wondered when the funding thermometer at Mary Rogers Pioneer Park would be "moving". Mayor Struck plans to have it updated within the next week or two by \$25-30,000.
- Councilor Webber agreed that Mayor Struck is doing a great job. She noted that it is so nice to be informed and to be provided true & good information. She also thanked City Supervisor Houk, Clerk/Treasurer Roberts and Police Chief Eastham for jobs well done.
- Councilor Neve agreed with Councilor Hall and Councilor Webber and wished everyone a Merry Christmas.

- Councilor Williams also agreed with the rest of the councilors.
- Councilor Williams was asked by Fire Chief Alan Ashley to report to the council that his department is currently looking at a 2,000 gallon pumper tender that Maple Valley Fire Department has for sale for \$30-40,000. The city has been told that Fire District #8 has agreed to pay ½ of the cost and Clerk/Treasurer Roberts confirmed that the balance of the cost is in Chief Ashley's budget. The Department of Natural Resources (DNR) will hire the fire department as well as the tender and operator in the summer if they have fires and the DNR pays well so for those services so it could pay for itself if the need is great enough.

17. EXECUTIVE SESSION – LABOR NEGOTIATIONS & POTENTIAL LITIGATION

Prior to adjourning to Executive Session Mayor Struck advised that she was not sure if a decision would be made. Mayor Struck called the Executive Session to order at 6:14 PM for 20 minutes for the purpose of labor negotiations & potential litigation. Councilor Williams, Councilor Neve, Councilor Webber, Councilor Hall, City Supervisor Houk, Police Chief Eastham, Clerk/Treasurer Roberts and City Attorney Will Penoyar were also in attendance.

Mayor Struck reconvened the meeting at 6:32 pm.

Councilor Hall made a motion authorizing Mayor Struck to sign the *Tolling Agreement*. The motion was seconded by Councilor Williams. **Vote: Ayes-4, Noes-0, Absent- 1**

Executive sessions are done in accordance with RCW 42.30.080

18. ADJOURNMENT

The meeting was adjourned at 6:33 PM to meet again at 5:30 PM on Monday, January 11, 2016 for the next regularly scheduled meeting at South Bend City Hall.

Julie Struck
Mayor

ATTEST:

Dee Roberts
Clerk/Treasurer

CONTRACT FOR PROFESSIONAL SERVICES CITY PROSECUTING ATTORNEY

This agreement is entered into between the City of South Bend, Washington, an Optional Municipal Code City operating under the Mayor-Council Plan of Government as defined by Chapter 35A.12 of the Revised Code of Washington, and William Penoyar, P.O. Box 425, South Bend, WA 98586.

WHEREAS, the City of South Bend wishes to contract with an Attorney familiar with the prosecution of criminal and infraction matters;

WHEREAS, William Penoyar is an Attorney licensed to do business in the State of Washington and is familiar with the prosecution requirements of a Municipal Court and is qualified and possesses technical and professional expertise to perform the services and/or tasks set forth in this agreement;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the City of South Bend and William Penoyar (hereinafter referred to as Prosecuting Attorney) agree as follows:

I. SCOPE OF SERVICES:

The Prosecuting Attorney is being contracted by the City of South Bend to:

- A.** Represent the City, within the jurisdiction of The Municipal Court established by the City of South Bend Municipal Code, Chapter 2.20, in all causes arising from (but not limited to) violations of City Ordinances, whether Civil or Criminal including traffic violations; The provisions of RCW chapter 3.50 and all relevant City of South Bend Ordinances are incorporated by this reference as if fully herein set forth; and
- B.** Represent the City in jury trials and in appeals from Municipal Court to Superior court and beyond; and
- C.** Maintain documents, reports, and compilations of whatsoever kind or nature that is necessary for the performance of the work undertaken pursuant to this agreement; and
- D.** Communicate with City Officials and employees both orally and in writing as necessary for the performance of the work undertaken pursuant to this agreement.

II. COMPENSATION (AS INDEPENDENT CONTRACTOR)

For the services rendered pursuant to this agreement the City will provide the Prosecuting Attorney with a monthly payment of seven hundred and eighty dollars (\$780) excluding sales tax.

The Prosecuting Attorney is an independent contractor and is not entitled to any benefits enjoyed by the City's regular permanent employees.

The Prosecuting Attorney as an independent contractor waives any claim in the nature of a tax, charge, cost or employee benefit which would attach if the Prosecuting Attorney were held to be an employee of the City.

III. COMPLIANCE WITH LAWS

A. The Prosecuting Attorney, in the performance of this agreement, shall comply with applicable federal, state, and local laws and ordinances, including regulations for licensing, certification, accreditation and any other standards necessary to assure quality of services.

B. The Prosecuting Attorney agrees to pay any applicable Federal, State, County, or municipal business and employee taxes which may be due on account of this agreement.

IV. NON-DELEGATION

The services to be furnished under the terms of this agreement shall be performed by the Prosecuting Attorney personally and shall not be delegated or subcontracted in whole or in part without the express consent of the Mayor of the City of South Bend. It is understood, however, that if the Prosecuting Attorney has a conflict of interest with a defendant, the case will be referred to the County Prosecutor's office at no expense to the City.

V. DURATION

The term of this agreement shall begin on January 1, 2016 and shall terminate on December 31, 2016 unless sooner terminated according to provisions herein.

This agreement will be reviewed annually by the City Council of the City of South Bend prior to any increase in compensation and/or extension of this agreement beyond the final date of duration.

VI. HOLD HARMLESS AND INDEMNIFICATION

The Prosecuting Attorney shall indemnify and hold the City of South Bend and its agents, employees and/or officers harmless from any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City of South Bend arising of this agreement.

In addition, said attorney, an independent contractor for the City of South Bend, shall provide personal Professional Liability Insurance in the amount of not less than one half million dollars (\$500,000.00) and name the City of South Bend as an Additional Insured with respect to same.

VII. TERMINATION

A. Termination for Convenience:

The City of South Bend or the Prosecuting Attorney may terminate this agreement by at least thirty (30) days written notice.

B. Termination for Cause:

If the Prosecuting Attorney fails to perform in the manner called for in this agreement, or if the Prosecuting Attorney fails to comply with any other provisions of this agreement, the City of South Bend may terminate this agreement effective immediately for cause.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first herein above written.

FOR THE CITY OF SOUTH BEND:

PROSECUTING ATTORNEY:

Julie K. Struck, Mayor

William Penoyar

ATTEST:

Dee Roberts, Clerk/Treasurer

PARKS CARETAKER CONTRACT

This agreement is entered into between the City of South Bend, Washington, Optional Municipal Code City operating under the Mayor-Council Plan of Government as defined by Chapter 35A.12 of the Revised Code of Washington, and David Williams, P.O. Box 985, South Bend, WA 98586 to provide parks, parkways, and grounds keeping services, which responsibility includes, but is not limited to mowing, weeding, brush trimming, watering, and general policing of the public parks and grounds of the City of South Bend.

Work area includes all city owned or managed property needed for grounds keeping services as well as other areas deemed necessary by the City Supervisor.

Further, it shall be his duty to police the South Bend Community Park to prevent vandalism and general misuse of this facility.

In consideration for such services, the City shall provide rent-free occupancy of only the present dwelling at the community park which also includes utilities. If, at any time, the rent-free dwelling becomes un-inhabitable the City has no responsibility to repair or replace the dwelling. Utilities shall consist of water, sewer, garbage, electrical and basic local telephone services. Long distance telephone calls, costs of an internet service provider and TV cable service are excluded from said compensation and shall be the sole responsibility of the caretaker.

For the services rendered pursuant to this agreement the City will provide the Parks Caretaker with a monthly payment of six hundred and fifty dollars (\$650) excluding sales tax. The Parks Caretaker is an independent contractor and is not entitled to any benefits enjoyed by the City's regular permanent employees. The Parks Caretaker as an independent contractor waives any claim in the nature of a tax, charge, cost or employee benefit which would attach if the Parks Caretaker were held to be an employee of the City. The Parks Caretaker agrees to pay any applicable Federal and/or State taxes which may be due on account of this agreement.

Illegal drugs shall not be stored or consumed on City property. Tobacco smoking in, on or around the parks caretaker residence is not permitted.

This contract shall take effect upon signing by both parties and extend to midnight, December 31, 2016. This contract may be terminated by either party upon thirty (30) days written notice, provided however, that whereas the City of South Bend has stipulated in this contract the duties to be performed in an acceptable manner, the City Supervisor and the Mayor shall be the sole judges of said performance.

Termination of this contract also includes vacating the rent-free dwelling within the thirty (30) day time period stipulated above.

The Mayor or the City Supervisor, with the Parks Committee agreement, shall have the power to terminate without further investigation if the work is not performed to satisfaction, therefore relieving the City of South Bend of any and all obligations.

DATED THIS 11th of January, 2016

David Williams, Caretaker

Dennis Houk, City Supervisor

Julie K. Struck, Mayor

CUSTODIAL SERVICES AGREEMENT

This agreement is entered into between the City of South Bend, Washington, Optional Municipal Code City operating under the Mayor-Council Plan of Government as defined by Chapter 35A.12 of the Revised Code of Washington, and Cathy Weiberg, 1011 Barnhart, Raymond, WA 98577 to provide certain custodial services for the City of South Bend.

City Hall services shall include, but not be limited to, the thorough vacuuming of carpeted areas and mopping of the tile floors. Cleaning of surfaces and utensils in crew room, emptying of all waste receptacles, dusting of open flat surfaces, removal of cobwebs and the cleaning of soiled surfaces e.g. walls and doorjambes and cleaning of toilets and sinks.

The City of South Bend will provide all necessary cleaning supplies and equipment.

For the services rendered pursuant to this agreement the City will provide the custodian with a monthly payment of two hundred dollars (\$200) excluding sales tax. The custodian is an independent contractor and is not entitled to any benefits enjoyed by the City's regular permanent employees. The custodian as an independent contractor waives any claim in the nature of a tax, charge, cost or employee benefit which would attach if the custodian were held to be an employee of the City. The custodian agrees to pay any applicable Federal and/or State taxes which may be due on account of this agreement.

This contract shall take effect upon signing by both parties and extend to midnight, December 31, 2016 and may be extended for an additional one year period upon the satisfactory completion of this term.

This contract may be terminated by either party upon thirty (30) days written notice, provided however that whereas the City of South Bend has stipulated in this contract the duties to be performed in an acceptable manner, the City Supervisor of his/her designee shall be the judge of said performance.

The City shall have the power to terminate without further investigation if the work is not performed to satisfaction, therefore relieving the City of South Bend of any and all obligations.

Dated this 11th of January, 2016

Cathy Weiberg

Dee Roberts, Clerk/Treasurer

Julie K. Struck, Mayor

CONTRACT FOR LEGAL SERVICES FOR INDIGENT CRIMINAL DEFENDANTS

This agreement is entered into between the City of South Bend, Washington, an Optional Municipal Code City operating under the Mayor-Council Plan of Government as defined by Chapter 35A.12 of the Revised Code of Washington, and Nancy McAllister, P.O. Box 430, Naselle, Washington 98638.

WHEREAS the City of South Bend wishes to contract with an Attorney familiar with the requirements for legal representation for the defense of indigent defendants for criminal and infraction matters;

WHEREAS, Nancy McAllister is an Attorney licensed to do business in the State of Washington and is familiar with the requirements for legal representation of indigent defendants in a Municipal Court and is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise to perform the services and/or tasks set forth in this agreement;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the City of South Bend and Nancy McAllister (hereinafter referred to as Public Defender) agree as follows:

I. SCOPE OF SERVICES:

The Public Defender is being employed by the City of South Bend to:

- A.** Provide legal representation in all criminal matters and any other matters for which the Court makes an appointment for an attorney based upon applicable statutes, case law or court rules providing for a court appointed attorney, on the basis of the person's indigence, within the jurisdiction of The Municipal Court established by the City of South Bend Municipal Code, Chapter 2.20; and
- B.** Report to the Court any improvement in the person's financial condition that the Public Defender becomes aware of subsequent to the initial appointment of counsel; and
- C.** Communicate with City Officials and employees both orally and in writing as necessary for the performance of the work undertaken pursuant to this agreement.
- D.** Investigative services that may be necessary for Public Defender to defend clients will be separate from this contract. Public Defender shall apply to the Municipal Court by motion to request funding for investigative services.

II. COMPENSATION (AS INDEPENDENT CONTRACTOR)

For the services rendered pursuant to this agreement the City will provide the Public Defender with a monthly payment of seven hundred dollars (\$700) excluding sales tax.

The Public Defender is an independent contractor and is not entitled to any benefits enjoyed by the City's regular permanent employees other than participation in the City's deferred compensation plan.

The Public Defender as an independent contractor waives any claim in the nature of a tax, charge, cost or employee benefit which would attach if the Public Defender were held to be an employee of the City.

III. COMPLIANCE WITH LAWS

- A.** The Public Defender, in the performance of this agreement, shall comply with applicable federal, state, and local laws and ordinances, including regulations for licensing, certification, accreditation and any other standards necessary to assure quality of services.
- B.** The Public Defender agrees to pay any applicable Federal, State, County, or municipal business and employee taxes which may be due on account of this agreement.
- C.** The Public Defender warrants that she has read the *Wilbur* decision, and warrants that she is able to comply with the New Standards for Indigent Defense as outlined by the Supreme Court of the State of Washington and as adopted by the City of South Bend. The Public Defender agrees to track her caseload with the City of South Bend, and to assure that her total caseload as a Public Defender in other courts, combined with her caseload in South Bend, does not exceed the Supreme Court Standards.

IV. NON-DELEGATION

The services to be furnished under the terms of this agreement shall be performed by the Public Defender personally and shall not be delegated or subcontracted in whole or in part without the express consent of the Mayor of the City of South Bend.

V. DURATION

The term of this agreement shall begin on January 1, 2016 and shall terminate on December 31, 2016 unless sooner terminated according to provisions herein.

This agreement will be reviewed annually by the City Council of the City of South Bend prior to any increase in compensation and/or extension of this agreement beyond the final date of duration.

VI. HOLD HARMLESS AND INDEMNIFICATION

The Public Defender shall indemnify and hold the City of South Bend and its agents, employees and/or officers harmless from any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City of South Bend arising out of, in connection with, or failure to perform any aspect of this agreement.

VII. TERMINATION

A. Termination for Convenience:

The City of South Bend or the Public Defender may terminate this agreement in whole by at least thirty (30) days written notice.

B. Termination for Cause:

If the Public Defender fails to perform in the manner called for in this agreement, or if the Public Defender fails to comply with any other provisions of this agreement, the City of South Bend may terminate this agreement effective immediately for cause.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first herein above written.

FOR THE CITY OF SOUTH BEND:

PUBLIC DEFENDER:

Julie K. Struck, Mayor

Nancy McAllister

ATTEST:

Dee Roberts, Clerk/Treasurer

**2015 South Bend Municipal Court
Monthly Recap**

	2015 Total Fines & Forfeitures	Less Payment to Office of Financial Management	Less Reimbursements and/or Restitution	2015 Net Total to Budget	2014 Net Total to Budget
Jan-15	\$9,783.00	(\$3,046.24)	(\$120.91)	\$6,615.85	\$6,362.83
Feb-15	\$7,607.65	(\$3,038.49)	(\$129.35)	\$4,439.81	\$8,176.69
Mar-15	\$12,098.84	(\$4,714.23)	(\$136.15)	\$7,248.46	\$8,098.26
Apr-15	\$14,804.58	(\$4,337.18)	(\$326.26)	\$10,141.14	\$7,311.92
May-15	\$10,412.86	(\$3,392.44)	(\$67.41)	\$6,953.01	\$7,066.49
Jun-15	\$12,408.00	(\$3,788.73)	(\$277.10)	\$8,342.17	\$5,707.13
Jul-15	\$23,047.01	(\$7,481.63)	(\$167.62)	\$15,397.76	\$9,189.61
Aug-15	\$28,818.30	(\$10,789.43)	(\$2,809.75)	\$15,219.12	\$15,035.35
Sep-15	\$14,938.31	(\$5,112.80)	(\$114.22)	\$9,711.29	\$9,937.20
Oct-15	\$11,686.00	(\$4,210.95)	(\$128.00)	\$7,347.05	\$5,948.12
Nov-15	\$8,656.50	(\$3,869.98)	(\$51.15)	\$4,735.37	\$6,322.38
Dec-15	\$9,033.00	(\$3,826.44)	(\$265.64)	\$4,940.92	\$4,364.49
Total to Date	\$163,294.05	(\$57,608.54)	(\$4,593.56)	\$101,091.95	\$93,520.47