

City of South Bend
Council Meeting
Monday, January 28, 2019 @ 5:30 pm
Council Chambers
1102 W. First Street, South Bend, WA

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda and Consent Agenda
Approval of Minutes: *January 14, 2019 Regular Meeting*
4. Correspondence
5. 2019 Prosecuting Attorney Contract (Action)
6. 2019 Public Defender Contract (Action)
7. 2019 City Supervisor/Building Inspector Contract (Action)
8. 2019 Clerk/Treasurer Contract (Action)
9. 2019 Police Chief Contract (Action)
10. Resolution #2019-01 – Loan Agreement with Department of Ecology (Action)
11. *Construction Management Agreement – 4th Street Improvement Project (CDBG Funded)*
(Action)
12. Items from the Public **3 Minute Limit**
13. Department Head Reports:
 - i) Police Chief Eastham
 - ii) City Supervisor Houk
 - iii) Clerk/Treasurer Roberts
 - iv) Fire Department
14. Mayor's Report
15. Council Comments
16. Adjournment

The City of South Bend strives to provide access and services to all members of the public. Please notify the City at least 48 hours prior to an event if reasonable accommodations are needed.

NOTICE – All proceedings of this meeting are sound recorded
Except Executive Sessions.

Next Regular Meeting: Monday, February 11, 2019 @ 5:30 PM

South Bend Council Meeting

Monday, January 28, 2019

CONSENT AGENDA

1. Approval of Vendor Checks

Vendors – Check #44729 thru Check #44750- \$157,022.55

01/28/19

VENDOR	AMOUNT	
44729 AWC Risk Management	\$ 124,499.00	2019 Risk Management Services (RMSA) Assessment
44730 Barco Products	\$ 2,342.42	Operating Supplies - Parks Fund
44731 Barry's Steve Pool Service	\$ 3,072.86	Operating Supplies - Water Fund
44732 Cintas Fire	\$ 1,213.46	Repair/Maintenance - All Depts
44733 Crystal Springs	\$ 96.71	Water Service - Public Works
44734 Dee Roberts	\$ 262.12	City Hall Supplies - Reimbursement \$211.31 and Mileage for PCOG & EDC Meeting in Long Beach \$50.81
44735 Dennis Houk	\$ 475.54	Per Diem - ICC Training 3/13-3/16/19
44736 Dept of Licensing	\$ 18.00	Concealed Weapons Permits
44737 Evoqua Water Technologies	\$ 1,318.96	Operating Supplies - Water Fund
44738 Grainger	\$ 5,057.13	Capital Outlay - Water Fund
44739 Gray & Osborne, Inc.	\$ 2,833.21	Professional Services - WTP Upgrade \$2,589.29 and Revised Pacific Sunset Plat \$243.92 (Reimbursed)
44740 JCI Jones Chemicals, Inc.	\$ 1,127.45	Chemicals - Water Fund
44741 Jonathan Quittner	\$ 775.00	Municipal Court Public Defender - January 2019
44742 L.N. Curtis	\$ 125.40	Operating Supplies - Water/Sewer Fund
44743 Pitney Bowes	\$ 206.52	Postage Meter Lease - 11/9/18-2/8/19
44744 SEMS Technologies, LLC	\$ 1,495.00	2019 Software Renewal - Water Fund
44745 Staples	\$ 271.17	Office Supplies - City Hall \$73.50, Municipal Court \$121.03, Police \$18.69, Water \$48.56 and Sewer \$9.39
44746 Steve's Front End & Brake, Inc.	\$ 3,124.71	Repair/Maintenance - Water/Sewer Fund
44747 Vision Municipal Solutions, LLC	\$ 7,565.36	2019 Software Assurance & Technical Support
44748 VWR International LLC	\$ 252.53	Operating Supplies - Water/Sewer Fund
44749 WA Association of Sheriffs & Police Chiefs	\$ 60.00	2019 Dues
44750 William Penoyar	\$ 830.00	Municipal Court Prosecutor - January 2019
TOTAL	\$ 157,022.55	

Mayor Julie K Struck

Mayor Struck

L. N. Curtis

City Supervisor Houk

Chief D. Eastham

Police Chief Eastham

**CITY OF SOUTH BEND
COUNCIL MEETING – 01/14/19**

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 Buchanan, Councilor Neve, Councilor Davis, Councilor Little, Police Chief Eastham, City Supervisor Houk and Clerk/Treasurer Roberts. Councilor Williams was absent. (Excused)

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

A motion was made by Councilor Neve to approve the Agenda, Consent Agenda and the minutes of the December 10, 2018 regular meeting. The motion was seconded by Councilor Davis. **Vote: Ayes-4, Noes-0, Absent-1**

Vendors – Check #44625 thru Check #44728 - \$159,104.78

Payroll – Check #24542 thru Check #24556 - \$110,037.84 Including Direct Deposit

4. CORRESPONDENCE - NONE

5. PLANNING COMMISSION APPOINTMENT

Mayor Struck requested the council confirm the appointment of Jessica Rowlett to the Planning Commission. Councilor Neve made a motion confirming the appointment of Jessica Rowlett to the planning commission. The motion was seconded by Councilor Davis.

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

6. APPOINTMENT OF MAYOR PRO TEM

Mayor Struck requested that Councilor Neve remain as Mayor Pro Tem for 2019. Councilor Davis made a motion confirming the appointment of Councilor Neve as Mayor Pro Tem for 2019. The motion was seconded by Councilor Little. **Vote: Ayes-4, Noes-0, Absent-1**

7. COMMITTEE APPOINTMENTS – POLICE, FIRE & PUBLIC WORKS

Mayor Struck advised the council that all committees appointments will remain the same for 2019. They are as follows:

Mayor Struck

Chair – Streets

Chair – Public Works

Chair – Finance

Council Position #1

Daryle Buchanan

**Fire Dept.*

**Docks/Parks*

Council Position #2

Bunny Williams

**Streets*

**RWCC*

**Police*

Council Position #3
Patricia Neve (Mayor Pro Tem)
*Finance
*Public Works
*RWCC

Council Position #4
Jan Davis
*Fire Dept.
*Public Works
*Parks

Council Position #5
Dale Little
*Finance
*Police
*Streets

8. BID AWARD – WATER TREATMENT PLANT

Mayor Struck requested acceptance of the bid for the Water Treatment Plant Membrane Filtration Equipment Procurement. There was one bidder – Evoqua Water Technologies, LLC at \$1,000,465.50 with the engineer's estimate of \$1,054,515.50. Councilor Neve made a motion accepting the bid results for the Water Treatment Plant Membrane Filtration Equipment Procurement and awarding the project to Evoqua Water Technologies. The motion was seconded by Councilor Little. **Vote: Ayes-4, Noes-0, Absent-1**

9. CONSTRUCTION MANAGEMENT AGREEMENT – 1ST & KENDRICK/WILLAPA AVENUE SIDEWALKS

Councilor Neve made a motion authorizing Mayor Struck to sign the Construction Management Agreement for the 1st & Kendrick/Willapa Avenue Sidewalks Project which will be funded by the Transportation Improvement Board (TIB). The motion was seconded by Councilor Little. **Vote: Ayes-4, Noes-0, Absent-1**

10. ITEMS FROM THE PUBLIC - NONE

11. DEPARTMENT HEAD REPORTS

- Police Chief Eastham gave a brief update of the happenings in his department since the last council meeting which included a new sexual assault case involving four children and a juvenile suspect.
- City Supervisor Houk noted that maintenance at the Light Creek dam is scheduled to begin by the end of the month. It will include a clean out of the dam and screen & shroud replacements. It will increase the city's water storage capacity. The process will be similar to what was done at Martin Creek but will be a little more costly due to its limited access. This dam has been neglected for close to 50 years.
- City Supervisor Houk explained that one of the two sewer pumps at pump station #1 is currently out for repair and the only backup pump is being used while it is being repaired. The repair should be done and the pump returned soon.
- City Supervisor Houk announced that the shop truck is starting to have some major issues and is currently in the shop with transmission issues. He will begin looking for a replacement as the truck is at the end of its life.

- Clerk/Treasurer Roberts advised the council that she will be purchasing a Chromebook System to replace their council packets. They should have them within a month.

12. MAYOR'S REPORT

- Mayor Struck reported that she will be in Olympia attending the Mayor's Exchange which is hosted by the Association of Washington Cities on February 23rd.
- Mayor Struck gave the council a brief update on Mary Rogers Pioneer Park (MRPP) and that City Supervisor Houk has been working on the drawings for the restroom. The council will have an opportunity to weigh in on the design once a couple of different layouts have been put together.

13. COUNCIL COMMENTS

Councilor Buchanan announced that he would like the parks committee to meet to discuss MRPP and the tennis courts at Cheney Park.

Councilor Buchanan welcomed Jessica Rowlett to the planning commission.

Councilor Neve also welcomed Jessica Rowlett to the planning commission.

14. ADJOURNMENT

The meeting was adjourned at 6:20 PM to meet again on Monday, January 28, 2019 for the next regularly scheduled meeting at South Bend City Hall.

Julie K. Struck
Mayor

ATTEST:

Dee Roberts
Clerk/Treasurer

DRAFT

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 eight hundred and thirty dollars (\$830) 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, 2019 and shall terminate on December 31, 2019 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

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 Jonathan Quittner, P.O. Box 1216, Long Beach, WA 98631.

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, Jonathan Quittner 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 Jonathan Quittner (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 seventy-five dollars (\$775) 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 he has read the *Wilbur* decision, and warrants that he 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 his caseload with the City of South Bend, and to assure that his total caseload as a Public Defender in other courts, combined with his 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, 2019 and shall terminate on December 31, 2019 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

Jonathan Quittner

ATTEST:

Dee Roberts, Clerk/Treasurer

PERSONAL SERVICES CONTRACT

City Supervisor/Building Inspector

This employment agreement between the Mayor and City Council of South Bend, Washington and the City Supervisor/Building Inspector, Dennis Houk, hereinafter referred to as the Supervisor is set forth to continue the established good relationship, to avoid possible misunderstandings, and to provide special benefits to the Supervisor in recognition of the unique nature of the position.

SECTION I - DUTIES AND RESPONSIBILITIES

I – CITY SUPERVISOR

The duties and responsibilities of the Supervisor shall be in accordance with the goals, objectives, policies and plans established by the City of South Bend, past, present and as shall be adopted from time to time. They shall include, but not be limited to the following:

- A. Plan, direct supervise and be fiscally responsible for the Department of Public Works including but not limited to water, sewer, solid waste, streets, docks, parks and public buildings. Includes annual performance evaluations for all assigned staff.
- B. Attend all meetings of the City of South Bend and such other meetings at which his attendance may be required by the body.
- C. Maintain files and make recommendations in aid thereof.
- D. Make appointments and effect removal of Public Works personnel, in accordance with adopted policies.
- E. Make recommendations to the Mayor and Council of the City of South Bend about such measures as may affect the operations of the City of South Bend.
- F. Ensure that all local, state and federal laws, rules, regulations, contracts and agreements as may affect the City of South Bend are followed and obeyed, subject to recognized authority of the Mayor.
- G. Submit to the City of South Bend's Mayor and Council such reports as may be required by the body or as he may deem it advisable to submit.
- H. Keep the City of South Bend's Mayor and Council fully advised of operational, maintenance and administrative conditions and its future needs.
- I. Provide detailed input for the Department of Public Works budget and be present at all budget review meetings.
- J. The Supervisor shall serve as Zoning Administrator, performing the duties assigned by Ordinance, Shoreline Management Act and the State Environmental Act, maintaining relevant files and attending those meetings required for the administration of the aforementioned Zoning Control.
- K. Be an active participant in the Planning Commission.

2 – BUILDING INSPECTOR

- A. Plan, direct supervise and be fiscally responsible for the Building Inspection Department. Includes annual performance evaluations for all assigned staff.
- B. Attend any meetings of the City of South Bend and such other meetings at which his attendance may be required by the body.
- C. Maintain files and make recommendations in aid thereof.
- D. Make appointments and effect removal of Building Inspection personnel, in accordance with adopted policies.
- E. Make recommendations to the Mayor and Council of the City of South Bend about such measures as may affect the operations of the City of South Bend.
- F. Ensure that all local, state and federal laws, rules, regulations, contracts and agreements as may affect the City of South Bend are followed and obeyed, subject to recognized authority of the Mayor.
- G. Submit to the City of South Bend's Mayor and Council such reports as may be required by the body or as he may deem it advisable to submit.
- H. Keep the City of South Bend's Mayor and Council fully advised of operational, maintenance and administrative conditions and its future needs.
- I. Provide detailed input for the Building Inspection Department's budget and be present at all budget review meetings.

SECTION II - HOURS OF WORK

The City Supervisor position shall be considered an exempt position under the Fair Labor Standards Act and will not be entitled to overtime for work beyond forty hours within a week unless authorized by the Mayor.

The Supervisor shall work an unscheduled work week. It is recognized that as part of this job, he may be required to spend some time outside normal office hours regarding City business. In recognition of these outside hours, the Supervisor is entitled to establish his working hours as those required to accomplish the necessary business of managing his responsibilities.

SECTION III - PERFORMANCE EVALUATION

The Supervisor may be evaluated annually by the mayor with input from the city council. Responsibilities will be rated in the following areas:

- 1. Communication (Oral and Written)
- 2. Analyzing and Problem Solving
- 3. Decision Making
- 4. Planning and Organization
- 5. Management Control
- 6. Leadership
- 7. Confidentiality
- 8. Flexibility

- 9. Handling Stress
- 10. Technical Expertise

SECTION IV - TRAINING AND EDUCATION

The Supervisor will be required to maintain and update his skills and education on an ongoing basis. As a representative of the City of South Bend, he will be authorized and required to attend various workshops, seminars, conferences and other programs.

The City of South Bend agrees to pay for membership dues to those organizations that contribute to continued professional development and improved performance of the Supervisor in his duties and to support his costs to attend their various meetings, conferences, and training programs. All training and meeting expenditures shall require prior approval by the Mayor.

SECTION V - TERMINATION

- A. This agreement may be terminated:
 - 1. By mutual agreement and upon such terms and conditions as agreed to in writing by the Supervisor and the City of South Bend.
 - 2. By the adoption of a resolution approved by affirmative vote of a majority of the City Council for the removal of the Employee as Supervisor with the consent of the Mayor.
 - 3. By resignation of the Employee, provided the Employee shall have provided ninety (90) days written notice to the Mayor and City Council unless parties otherwise agree in writing;
 - 4. By the City of South Bend if the Employee is permanently disabled or otherwise unable to perform his duties and responsibilities because of sickness, accident, injury, mental incapacity or health problems extending beyond his accrued sick leave.

B. Should the Supervisor be killed or become disabled as a result of attempting to fulfill the duties herein noted, the City of South Bend agrees to pay the Supervisor or his estate the difference between the base salary and any death or disability payments provided by Washington State Workers Compensation or Social Security for a period of twelve (12) months.

C. This agreement shall not limit the rights of the parties to pursue remedies under Washington State Laws should a breach of contract occur which is not able to be mutually resolved by the parties.

SECTION VI - COMPENSATION

I – CITY SUPERVISOR

The City of South Bend agrees to pay the Supervisor for services rendered, pursuant to this Agreement, at a yearly salary of \$62,877.24 provide appropriate Labor and Industries coverage, make any normal employer contributions to such programs as the City provides, generally to its employees and shall maintain health, dental and vision insurance, as well as State Pension as is common to the City's non-union employees. The Supervisor shall also accrue sick leave and vacation

hours at the same rate as the City's union employees and shall receive the same holidays as other City employees.

It is further agreed that salaries for exempt positions (from the FLSA) will be reviewed when appropriate (for example the assignment of new duties or city growth) within the constraints of the annual city budget. The annual salary shall increase by any annual increases afforded City of South Bend employees.

2 – BUILDING INSPECTOR

The City of South Bend agrees to pay the Building Inspector for services rendered, pursuant to this Agreement, at a yearly salary of \$6,000.00 plus 20% of gross building inspection receipts.

It is further agreed that salaries for exempt positions (from the FLSA) will be reviewed when appropriate (for example the assignment of new duties or city growth/decline) within the constraints of the annual city budget.

SECTION VII – SEVERENCE PAY

In the event that the Supervisor is terminated by the Authority of the City of South Bend before expiration of this agreement and during such time the Supervisor is willing and able to perform his duties daily in the office of the Supervisor, the City of South Bend agrees to pay the Supervisor a cash payment in the amount of two (2) week's regular pay for each full year of service to a maximum of 26 weeks. Severance will not be paid if termination is voluntary, involuntary because of cause, because of conviction of willful malfeasance, gross negligence or acts of dishonesty. No other benefits, compensation, or payments, i.e. health insurance, dental insurance, life insurance, retirement contributions, etc., will be due to the Supervisor during the severance period.

SECTION VIII – OFFICIAL TRAVEL AND BUSINESS EXPENSES

A. Travel

The City of South Bend agrees to budget and to pay travel and the subsistence expenses of the Supervisor for professional and official travel, meetings and occasions approved by the Mayor in accordance with guidelines approved by the State Auditor.

B. Other Expenses

The City recognizes that certain expenses of non-personal and generally job-affiliated nature are incurred by the Supervisor, (i.e., community luncheons, dinners) where presence is in the Supervisors official capacity representing the interests of the City of South Bend and hereby agrees to reimburse or to pay said general expenses, the City Clerk is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits as required in accordance with state law.

SECTION IX – INDEMNIFICATION

To the extent permitted under the laws of the State of Washington, the City of South Bend shall indemnify and hold harmless the Supervisor from any claims or legal actions arising out of the employee's action as City Supervisor.

This agreement shall be subject to renegotiation upon 90 days written notice by either party prior to the termination date as specified above. Failure of the City to notify the supervisor of their intent not to renew this contract in writing at least 90 days prior to its expiration date shall renew for a twelve month period. If any provisions contained in this agreement are held to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.

In witness whereof, the Mayor of the City of South Bend and the Supervisor have signed and executed this Personal Services Contract. This agreement shall become effective January 1, 2019 and shall continue through December 31, 2019.

Julie K. Struck, Mayor _____
Date

Dennis L. Houk, City Supervisor/Building Inspector _____
Date

Attest: _____
Dee Roberts, Clerk/Treasurer _____
Date

Approved As To Form: _____
William Penoyar, City Attorney _____
Date

PERSONAL SERVICES CONTRACT

Clerk/Treasurer

This employment agreement between the Mayor and City Council of South Bend, Washington and the Clerk/Treasurer, Dee Roberts, hereinafter referred to as Clerk/Treasurer is set forth to continue a good relationship, to avoid possible misunderstanding, and to provide special benefits to the Clerk/Treasurer in recognition of the unique nature of the position.

SECTION I - Duties and Responsibilities

The City Clerk/Treasurer shall report directly to the Mayor and perform the duties and responsibilities as set forth by the Auditor and the State of Washington and in accordance with the provisions of RCW 35A.21.030, 35A.42.010 and 35A.42.040 and other applicable statutory requirements and any other duties set by the City Council under the direction of the Mayor that the City Council may adopt from time to time in the future. Specifically the Clerk/Treasurer shall:

- A. Prepare the city budget per the State of Washington RCW's for public announcements, expenditure estimates, revenue estimates, reporting requirements, public hearings, tax levies and final Council approval and maintain proper accounting records for all budgeted city funds including reports to the Mayor and City Council to assure proper compliance with spending levels.
- B. Receive all monies due the city from all sources including taxes, charges for services and utilities, grants and bonded debt and properly record and deposit such monies.
- C. Invest all excess funds per the RCW 35A.40.050 of the State of Washington and prepare appropriate reports for the Mayor and City Council including fund balances and any monies owed to the City.
- D. Disburse city funds as necessary.
- E. Maintain proper accounting records for all city funds and financial transactions including general government, utilities, special purpose funds and grants.
- F. Prepare annual reports as required by the State Auditor's office and be responsible for the annual State examination and the follow-up on any recommendations related to the audit. Act as internal auditor for assurance of proper financial controls and the safeguarding of all financial transactions.
- G. Provide Administration for all the City Financial and General Administrative functions including City Council packet preparation, City records management (Business Licenses, Resolutions, Ordinances, Council Minutes, Contracts etc.) and any other tasks assigned.
- H. Prepare purchasing policies and procedures as needed.
- I. Provide personnel administration including policies and procedures, compensation studies, Human Resource development and training, labor contract administration and negotiation, employee benefit administration, and necessary personnel records as approved by the Mayor.

- J. Provide administration for the city information systems including budgeted computer hardware and software purchases, implementation, upgrade and the coordination of maintenance support as approved by the Mayor and City Council.
- K. Maintain all the necessary records and perform all of the duties associated with the Civil Service Commission including but not limited to Civil Service Secretary, Chief Examiner and Physical Ability Test Administrator.
- L. Maintain all grant records including all correspondence, fund reimbursement requests, certified payroll reports, contracts, bid documents, change orders and all other documents needed to comply with each agencies requirements which also includes having everything compiled and available for audit and project close out purposes.
- M. Serve as Municipal Court Administrator which includes overseeing all aspects of the finances of the municipal court and maintaining accurate records – weekly and monthly – with oversight by the Judge. This includes weekly deposits and the monthly close out and balancing of the court account. Supervise the workflow of the part time court clerk.
- N. Serve as the Public Records Request liaison. All requests come through the Clerk/Treasurers office for documentation and then are distributed to the appropriate department for completion with copies returned to the Clerk/Treasurer for filing.
- O. Perform all payroll functions including monthly, quarterly and annual report filing including W2 and 1099 preparation/reporting.
- P. Provide financial analysis as needed for utility rates and charges projects, contracts, long term city plans, etc.
- Q. Coordinate with the city's insurance carriers for risk management, insurance coverage purchases and claims management.
- R. Supervise office staff as assigned including annual performance evaluations.
- S. Perform other duties as required.

SECTION II - Hours of Work

The Clerk/Treasurer position shall be considered an exempt position under the Fair Labor Standards Act and will not be entitled to overtime for work beyond forty hours within a week unless authorized by the Mayor.

The Clerk/Treasurer shall basically work forty hours per work week and shall be required to attend City Council meetings and any other meetings at the discretion of the Mayor.

The Clerk/Treasurer shall have a flexible working schedule which may be adjusted based on the requirements of the job, but must schedule the hours of work in a manner appropriate for the requirements of the position.

SECTION III - PERFORMANCE EVALUATION

The Clerk/Treasurer will be evaluated annually by the mayor with input from the city council. Responsibilities will be rated in the following areas:

1. Communication (Oral and Written)
2. Analyzing and Problem Solving
3. Decision Making
4. Planning and Organization
5. Management Control
6. Leadership
7. Confidentiality
8. Flexibility
9. Handling Stress
10. Technical Expertise

SECTION IV - Training and Education

The Clerk/Treasurer will be required to maintain and update required job skills and education on an ongoing basis. As a representative of the City of South Bend, the Clerk/Treasurer will be authorized and required to attend various workshops, seminars, conferences and other programs.

The City of South Bend agrees to pay for membership dues to those organizations that contribute to continued professional development and improved performance of the Clerk/Treasurer duties and to support costs to attend these various meetings, conferences and training programs. These costs will be controlled by the budget and will not exceed the budgeted amount in any one year unless authorized by the Mayor.

SECTION V - Termination

A. This agreement may be terminated:

1. By mutual agreement and upon such terms and conditions as agreed to in writing by the Clerk/Treasurer and the City of South Bend.
2. By the adoption of a resolution approved by affirmative vote of a majority of the City Council for the removal of the Employee as Clerk/Treasurer with the consent of the Mayor.
3. By resignation of the Employee, provided the Employee shall have provided ninety (90) days written notice to the Mayor and City Council unless parties otherwise agree in writing;
4. By the City of South Bend if the Employee is permanently disabled or otherwise unable to perform her duties and responsibilities because of sickness, accident, injury, mental incapacity or health problems extending beyond her accrued sick leave.

B. Should the Clerk/Treasurer be killed or become disabled as a result of attempting to fulfill the duties herein noted, the City of South Bend agrees to pay the Clerk/Treasurer or her estate the difference between the base salary and any death or disability payments provided by Washington State Workers Compensation or Social Security for a period of twelve (12) months.

C. This agreement shall not limit the rights of the parties to pursue remedies under Washington State Laws should a breach of contract occur which is not able to be mutually resolved by the parties.

SECTION VI - Compensation

The City of South Bend agrees to pay the Clerk/Treasurer for services rendered, pursuant to this Agreement, at a yearly salary of \$62,877.24 provide appropriate Labor and Industries coverage, make any normal employer contributions to such programs as the City provides, generally to its employees and shall maintain health, dental and vision insurance, as well as State Pension as is common to the City's non-union employees. The Clerk/Treasurer shall also accrue sick leave and vacation hours at the same rate as the City's union employees and shall receive the same holidays as other City employees.

It is further agreed that salaries for exempt positions (from the FLSA) will be reviewed when appropriate (for example the assignment of new duties or city growth) within the constraints of the annual city budget. The annual salary shall increase by any annual increases afforded City Of South Bend employees.

SECTION VII – SEVERANCE PAY

In the event that the Clerk/Treasurer is terminated by the Authority of the City of South Bend before expiration of this agreement and during such time the Clerk-Treasurer is willing and able to perform her duties daily in the office of the Clerk/Treasurer, the City of South Bend agrees to pay the Clerk-Treasurer a cash payment in the amount of two (2) week's regular pay for each full year of service to a maximum of 26 weeks. Severance will not be paid if termination is voluntary, involuntary because of cause, because of conviction of willful malfeasance, gross negligence or acts of dishonesty. No other benefits, compensation, or payments, i.e. health insurance, dental insurance, life insurance, retirement contributions, etc., will be due to the Clerk/Treasurer during the severance period.

SECTION VIII – OFFICIAL TRAVEL AND BUSINESS EXPENSES

A. Travel

The City of South Bend agrees to budget and to pay travel and the subsistence expenses of the Clerk-Treasurer for professional and official travel, meetings and occasions approved by the Authority in accordance with guidelines approved by the State Auditor.

B. Other Expenses

The City recognizes that certain expenses of non-personal and generally job-affiliated nature are incurred by the Clerk-Treasurer, (i.e., community luncheons, dinners) where presence is in the Clerk-Treasurers official capacity representing the interests of the City of South Bend and hereby agrees to reimburse or to pay said general expenses, the City Clerk is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits as required in accordance with state law.

SECTION IX – Indemnification

To the extent permitted under the laws of the State of Washington, the City of South Bend shall indemnify and hold harmless the Clerk/Treasurer from any claims or legal actions arising out of the employee's action as City Clerk/Treasurer.

This agreement shall be subject to renegotiation upon 90 days written notice by either party prior to the termination date as specified above. Failure of the City to notify the Clerk/Treasurer of their intent not to renew this contract in writing at least 90 days prior to its expiration date shall renew for a twelve month period. If any provisions contained in this agreement are held to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.

In witness whereof, the Mayor of the City of South Bend and the Clerk/Treasurer have signed and executed this Personal Services Contract. This agreement shall become effective January 1, 2019 and shall continue through December 31, 2019.

Julie K. Struck, Mayor

Date

Dee Roberts, Clerk/Treasurer

Date

Attest: _____
Kim Porter, Deputy Clerk/Treasurer

Date

Approved As To Form: _____
William Penoyar, City Attorney

Date

PERSONAL SERVICES CONTRACT

Chief of Police

This employment agreement between the Mayor and City Council of South Bend, Washington and the Chief of Police, David Eastham, hereinafter referred to as Chief of Police is set forth to continue a good relationship, to avoid possible misunderstanding, and to provide special benefits to the Chief of Police of Police in recognition of the unique nature of the position.

SECTION I - Duties and Responsibilities

The duties and responsibilities of the Chief of Police shall be in accordance with the goals, objectives, policies and plans established by the City Of South Bend, past, present and as shall be adopted from time to time. They shall include, but not limited to the following:

- A. Plan, direct, supervise and coordinate the activities of the police dept., including but not limited to working relations, contracts and agreements with other jurisdictions, as well as other unassigned functions.
- B. Attend all council meetings of the City of South Bend and such other meetings at which his attendance may be required by the body
- C. Maintain files and recommendations in aid thereof.
- D. Appointment and removal of police department personnel, in accordance with adopted policies.
- E. Make recommendations to the Mayor and Council of the City Of South Bend about such measures as may affect the peace, repose, safety and operations of the City Of South Bend.
- F. Ensure that all local, state and federal laws, rules and regulations, contracts, and agreements as may affect the City Of South Bend are followed and obeyed, subject to recognized authority of the Mayor.
- G. Submit to the City of South Bend's Administration and Council such reports as may be required by the body or as he may deem it advisable to submit.
- H. Keep the City of South Bend's Mayor and Council fully advised of operational, maintenance and administrative conditions and its future needs.
- I. Be Present during Budget review before it is presented to the City Council.

SECTION II - Hours of Work

The Chief of Police position shall be considered an exempt position under the Fair Labor Standards Act and will not be entitled to overtime, unless grant funded, for work beyond forty hours within a week unless authorized by the Mayor.

The Chief of Police shall work an unscheduled work week. It is recognized that as part of this job, he may be required to spend some time outside normal office hours regarding City business. In

recognition of these outside hours, the Chief of Police is entitled to establish his working hours as those required to accomplish the necessary business of managing his responsibilities.

SECTION III - PERFORMANCE EVALUATION

The Chief of Police will be evaluated annually by the mayor with input from the city council. Responsibilities will be rated in the following areas:

1. Communication (Oral and Written)
2. Analyzing and Problem Solving
3. Decision Making
4. Planning and Organization
5. Management Control
6. Leadership
7. Confidentiality
8. Flexibility
9. Handling Stress
10. Technical Expertise

SECTION IV - Training and Education

The Chief of Police will be required to maintain and update required job skills and education on an ongoing basis. As a representative of the City of South Bend, the Chief of Police will be authorized and required to attend various workshops, seminars, conferences and other programs.

The City of South Bend agrees to pay for membership dues to those organizations that contribute to continued professional development and improved performance of the Chief of Police in his duties and to support costs to attend these various meetings, conferences and training programs. These costs will be controlled by the budget and will not exceed the budgeted amount in any one year unless authorized by the Mayor.

SECTION V - Termination

- A. This agreement may be terminated:
 1. By mutual agreement and upon such terms and conditions as agreed to in writing by the Chief of Police and the City of South Bend.
 2. By the adoption of a resolution approved by affirmative vote of a majority of the City Council for the removal of the Employee as Chief of Police with the consent of the Mayor.
 3. By resignation of the Employee, provided the Employee shall have provided ninety (90) days written notice to the Mayor and City Council unless parties otherwise agree in writing;
 4. By the City of South Bend if the Employee is permanently disabled or otherwise unable to perform his duties and responsibilities because of sickness, accident, injury, mental incapacity or health problems extending beyond his accrued sick leave.
 5. By His Death

6. This contract does not nullify the standard Civil service rules in regards to dismissal of a City of South Bend Police department employee.

7. Should the Chief of Police be killed or become disabled as a result of attempting to fulfill the duties herein noted, the City of South Bend agrees to pay the Chief of Police or his estate the difference between the base salary and any death or disability payments provided by Washington State Workers Compensation or Social Security for a period of twelve (12) months.

8. This agreement shall not limit the rights of the parties to pursue remedies under Washington state laws should a breach of contract occur which is not able to be mutually resolved by the parties.

SECTION VI - Compensation

The City of South Bend agrees to pay the Chief of Police of Police for services rendered, pursuant to this Agreement, at a yearly salary of \$62,877.24 provide appropriate Labor and Industries coverage, make any normal employer contributions to such programs as the City provides, generally to its police employees and shall maintain health, dental and vision insurance, as well as State Pension as is common to the City's non-union employees. The Chief of Police shall also accrue sick leave and vacation hours at the same rate as the City's union employees and shall receive the same holidays as other Police employees along with a maximum of 200 hours of banked comp time.

It is further agreed that salaries for exempt positions (from the FLSA) will be reviewed when appropriate (for example the assignment of new duties or city growth) within the constraints of the annual city budget. The annual salary shall increase by any annual increases afforded City Of South Bend employees.

SECTION VII – SEVERENCE PAY

In the event that the Chief of Police is terminated by the City of South Bend before expiration of this agreement and during such time the Chief of Police is willing and able to perform his duties daily in the office of the Chief of Police, the City of South Bend agrees to pay the Chief of Police a cash payment in the amount of two (2) week's regular pay for each full year of service to a maximum of 26 weeks. Severance will not be paid if termination is voluntary, involuntary because of cause, because of conviction of willful malfeasance, gross negligence or acts of dishonesty. No other benefits, compensation, or payments, i.e. health insurance, dental insurance, life insurance, retirement contributions, etc. will be due to the Chief of Police during the severance period.

SECTION VIII – OFFICIAL TRAVEL AND BUSINESS EXPENSES

A. Travel

The City of South Bend agrees to budget and to pay travel and the subsistence expenses of the Chief of Police for professional and official travel, meetings and occasions approved by the Mayor in accordance with guidelines approved by the State Auditor.

B. Other Expenses

The City recognizes that certain expenses of non-personal and generally job-affiliated nature are incurred by the Chief of Police, (i.e., community luncheons, dinners) where presence is in the Chief of Police's official capacity representing the interests of the City of South Bend and hereby agrees to reimburse or to pay said general expenses, the Clerk/Treasurer is hereby authorized to disburse such monies upon receipt of duly executed

expense or petty cash vouchers, receipts, statements or personal affidavits as required in accordance with state law.

SECTION IX – Indemnification

To the extent permitted under the laws of the State of Washington, the City of South Bend shall indemnify and hold harmless the Chief of Police from any claims or legal actions arising out of the employee's action as Chief of Police.

SECTION X – Automobile Usage

The Chief of Police's duties may require frequent use of a vehicle for required travel. In order to best perform his described duties, a patrol vehicle is placed at his disposal for any non-personal travel. This does not prevent personal stops along any authorized route of travel.

This agreement shall be subject to renegotiation upon 90 days written notice by either party prior to the termination date as specified above. Failure of the City to notify the Chief of Police of their intent not to renew this contract in writing at least 90 days prior to its expiration date shall renew for a twelve month period. If any provisions contained in this agreement are held to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.

In witness whereof, the Mayor of the City of South Bend and the Chief of Police have signed and executed this Personal Services Contract. This agreement shall become effective January 1, 2019 and shall continue through December 31, 2019.

Julie K. Struck, Mayor

Date

David L. Eastham, Police Chief

Date

Attest: _____
Dee Roberts, Clerk/Treasurer

Date

Approved As To Form: _____
William Penoyar, City Attorney

Date

