

**City of South Bend
Council Meeting
Monday, June 24, 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: *June 10, 2019 Regular Meeting*
4. Correspondence
5. *Public Library Improvement Project (Acceptance of .09 Money) (Action)*
6. Items from the Public ***(3 Minute Limit)***
7. Department Head Reports:
 - i) Police Chief Eastham
 - ii) City Supervisor Houk
 - iii) Clerk/Treasurer Roberts
 - iv) Fire Department
8. Mayor's Report
9. Council Comments
10. 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, July 8, 2019 @ 5:30 PM

South Bend Council Meeting

Wednesday, June 24, 2019, 2019

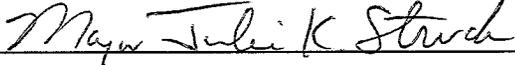
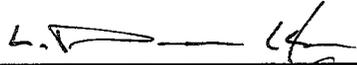
CONSENT AGENDA

1. Approval of Vendor Checks

Vendors – Check #45120 thru Check #45142 - \$165,722.46 Including EFT Payments

06/24/19

VENDOR	AMOUNT	
45120 Bank of the Pacific	\$ 38.10	Monthly Interest on Interim Financing - Water Treatment Plant
45121 Bellandi Signs, Inc.	\$ 3,210.57	Mary Rogers Pioneer Park Signs
45122 City of Raymond	\$ 137,433.65	RWWTP M & O - May 2019 \$20,609.67 and RWWTP USDA RD Loan \$116,823.98 (Next 12/19-Payoff 2052)
45123 Coral Sales Company	\$ 5,826.59	Crosswalk Beacons - Street Fund
45124 Dee Roberts	\$ 214.50	Per Diem - AWC Annual Conference 6/24-6/28/19
45125 Department of Labor & Industries	\$ 71.80	Annual Wheelchair Lift Certification - Library
45126 Dilk Tire Factory	\$ 37.84	Repair/Maintenance - Police \$21.62 and Water/Sewer \$16.22
45127 Fastenal	\$ 54.03	Operating Supplies - Water/Sewer Fund
45128 Gray & Osborne, Inc.	\$ 12,485.32	TIB \$11,116.80, Pacific Sunset \$231.84 and South Bend Elementary \$1,136.68
45129 Grays Harbor County Dept of Public Services	\$ 108.00	Water Samples
45130 H.D. Fowler	\$ 2,339.36	Operating Supplies - Water Fund
45131 Harbor Saw & Supply, Inc.	\$ 59.44	Repair/Maintenance - Streets
45132 HB Portables	\$ 100.00	Portable Toilet - Boat Launch
45133 JCI Jones Chemicals, Inc.	\$ 1,150.00	Operating Supplies - Water Fund
45134 Jonathan Quittner	\$ 775.00	Municipal Court Public Defender - June 2019
45135 Jordan McGee	\$ 56.30	Reimbursement - Fire Dept
45136 Julie Struck	\$ 153.50	Per Diem - AWC Annual Conference 6/24-6/28/19
45137 LeMay Mobile Shredding	\$ 41.70	Document Shredding
45138 Pioneer Grocery	\$ 49.57	Miscellaneous - City Hall \$5.30, Police \$24.30 and Water/Sewer \$19.97
45139 Steve's Front End & Brake, Inc.	\$ 136.21	Repair/Maintenance - Water/Sewer
45140 The Shop	\$ 250.98	Repair/Maintenance - Police Dept
45141 Washington Fire Chiefs	\$ 300.00	Training 75.00 (1/2019) and \$225.00 (8/2018)
45142 William Penoyar	\$ 830.00	Municipal Court Prosecutor - June 2019
TOTAL	\$ 165,722.46	


 _____ Mayor Struck

 _____ City Supervisor Houk

 _____ Police Chief Eastham

**CITY OF SOUTH BEND
COUNCIL MEETING – 05/29/19**

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 Williams, Councilor Neve, Councilor Davis, Councilor Little, Police Chief Eastham, City Supervisor Houk and Clerk/Treasurer Roberts. Councilor Buchanan 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 May 29, 2019 regular meeting. The motion was seconded by Councilor Williams. **Vote: Ayes-4, Noes-0, Absent-1**

Vendors – Check #45080 thru Check #45119 - \$105,487.31 Including EFT Payments

Payroll – Check #24622 thru Check #24638 - \$106,943.03 Including Direct Deposit

4. CORRESPONDENCE - NONE

5. TRANSFER STATION AND DISPOSAL SERVICE AGREEMENT (ROYAL HEIGHTS) – AMENDMENT #10

Clerk/Treasurer Roberts gave a brief overview of the agreement.

Councilor Neve made a motion to accept the Transfer Station and Disposal Service Agreement as presented. The motion was seconded by Councilor Williams. **Vote: Ayes-4, Noes-0, Absent-1**

6. CONTRACT AMENDMENT FOR GARBAGE RECYCLE COLLECTION (LEMAYS) – AMENDMENT #1

Roger Swalander, Site Manager for LeMays of Grays Harbor was present to answer questions regarding the amendment.

Councilor Williams made a motion to accept the Contract Amendment for Garbage Recycle Collection as presented. The motion was seconded by Councilor Neve. **Vote: Ayes-4, Noes-0, Absent-1**

7. ITEMS FROM THE PUBLIC - NONE

8. DEPARTMENT HEAD REPORTS - NONE

- Police Chief Eastham advised that as the weather improves accidents increase and car prowls pick up. Keep your car doors locked! Police Chief Eastham also reported that his department is working on another sexual assault of a child.
- City Supervisor Houk reported business as usual for his department. He did note that all of the equipment needed to repair the Steve Russel Crossing has been purchased by the city. It will take about six weeks for manufacturing of the electronic panels.
- Clerk/Treasurer Roberts noted that she will be out of the office the week of June 24th. She will be attending AWC's Annual Conference in Spokane. She sits on two AWC boards so AWC will be paying for the majority of her travel and expenses.

9. MAYOR'S REPORT

- ✚ Mayor Struck advised that she will also be attending AWC's Annual Conference but she won't be leaving until Tuesday, June 25th because her meetings don't start until Wednesday.
- ✚ Mayor Struck announced that she and Police Chief Eastham were invited to the ground breaking ceremony for the new South Bend Elementary School. It was a nice presentation.

10. COUNCIL COMMENTS

- ❖ Councilor Neve is anxious for Three Rivers Mosquito and Vector Control to start spraying.
- ❖ Councilor Williams agreed with Councilor Neve.
- ❖ Councilor Williams inquired about the crosswalk by Bud's Lumber. City Supervisor Houk explained that the funding for the crosswalk is available, the city is just waiting for the contractor to have time to do it. The City, State and the property owner (South Bend Products) are working together on this project.

11. ADJOURNMENT

The meeting was adjourned at 5:43 PM to meet again on Monday, June 24, 2019 for the next regularly scheduled meeting at South Bend City Hall.

Julie K. Struck
Mayor

ATTEST: _____

Dee Roberts
Clerk/Treasurer

CONTRACT

Between
PACIFIC COUNTY, WASHINGTON
And
THE CITY OF SOUTH BEND
PUBLIC LIBRARY IMPROVEMENT PROJECT

THIS CONTRACT is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and the City of South Bend, P.O. Drawer 9, South Bend, Washington (the “RECIPIENT”).

WHEREAS, the RECIPIENT’S Public Library Improvement project meets the definition of a project eligible for public facility funding as defined by Chapter 82.14.370 RCW; and

WHEREAS, the RECIPIENT’S Public Library Improvement project implements the economic development purposes identified in Chapter 82.14.370 RCW by expanding economic development opportunities and promoting job creation and retention in Pacific County; and

WHEREAS, the RECIPIENT’S Public Library Improvement project includes a number of structural repairs and abatement of asbestos and mold in order to keep the library open to the public; and

WHEREAS, the RECIPIENT’S Public Library Improvement project is listed on the Pacific County WACERT project ranking list and/or the Overall Economic Development Plan; and

WHEREAS, RCW 82.14.370 provides statutory authority for rural (distressed) counties to impose sales and use taxes to finance public facilities in rural counties as deductions from the tax otherwise required to be collected or paid over to the state department of revenue under chapters 82.08 or 82.12 RCW; and

WHEREAS, finding Pacific County to be a rural “distressed county” in need of public facilities, the Board of Pacific County Commissioners enacted Ordinance No. 148 which imposed a sales and use tax under RCW 82.14.370(1) for twenty-five (25) years at the rate of four one-hundredths percent (0.04%) effective July 1, 1998, and established the Public Facilities Improvements Fund No. 126 within the COUNTY treasury to finance public facilities within Pacific County; and

WHEREAS, finding Pacific County a “rural county” in need of additional “public facilities” financing, the Board of County Commissioners enacted Ordinance No. 148-A increasing the locally retained sales and use tax rate under Ordinance No. 148 to eight one-hundredths percent (0.08%) effective August 1, 1999, and subsequently the Board of County Commissioners enacted Ordinance No. 148-B further increasing the locally retained sales and use tax rate under Ordinance No. 148A to nine one-hundredths percent (0.09%) effective August 1, 2007; and

WHEREAS, the COUNTY has the statutory authority under RCW 82.14.370 to assist with financing public facilities throughout Pacific County; and

WHEREAS, the COUNTY desires to financially assist the RECIPIENT with its Project; and

WHEREAS, the Pacific County Council of Governments has reviewed applications for public facility funding, and has recommended that this project be provided with public facility financial assistance from the County; and

WHEREAS, the RECIPIENT wishes to enter into this CONTRACT for expenditures related to replacement of fueling facility equipment listed in Section 3. Scope of Work.

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. **FUNDING**

Thirty Thousand Dollars (\$30,000) has been pledged within the Pacific County Public Facilities Improvement Fund No. 126 to assist the RECIPIENT with this “public facilities” improvement.

These funds are to be dispersed in the following manner:

- 2020-\$30,000

Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a reimbursement basis only.

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for expenses to complete Section 3. Scope of Work.

3. **SCOPE OF WORK**

Funding shall only be used to make structural repairs to the public library.

4. **PAYMENT PROVISIONS**

Funds shall be disbursed to the RECIPIENT as per the terms listed within Section 1. Funding by warrant within forty-five (45) days of billing.

As a provision for receiving funding, the RECIPIENT shall provide the following with the request for reimbursement:

As a provision for receiving reimbursement, the RECIPIENT shall provide the following information to the COUNTY:

1. A report and backup documentation detailing expenditures of funds in support of the project specified in Section 3. Scope of Work.

5. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall commence the 1st day of January, 2020. It will continue in effect through the 18th of December, 2020 unless sooner terminated or extended as provided herein.

6. **EVALUATION AND MONITORING**

A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.

- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed. The COUNTY will not disclose or make this material available to anyone other than those authorized by/in the above paragraph without first providing notice to the RECIPIENT and giving the RECIPIENT a reasonable opportunity to respond.
- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

7. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

8. **NONDISCRIMINATION**

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA) as amended.

9. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event the RECIPIENT fails or refuses to comply with any nondiscrimination law, regulation, or policy, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared by the COUNTY ineligible for further Public Facilities Improvement Funds. The RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

10. **EMPLOYMENT RELATIONSHIPS**

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim,

demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

11. **INDUSTRIAL INSURANCE COVERAGE**

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this CONTRACT for any RECIPIENT employee, or for any consultant, contractor or subcontractor, or employee(s) thereof retained by the RECIPIENT.

12. **INDEMNIFICATION/HOLD HARMLESS**

A. **Indemnification by RECIPIENT.** To the fullest extent permitted by law, the RECIPIENT agrees to indemnify, defend and hold the COUNTY and its departments, 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 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the RECIPIENT, its employees, agents or volunteers or RECIPIENT's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the RECIPIENT'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the RECIPIENT shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the RECIPIENT shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the RECIPIENT hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the RECIPIENT are a material inducement to COUNTY to enter into the Contract, are reflected in the RECIPIENT's compensation, and have been mutually negotiated by the parties.

B. **Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of RECIPIENT's indemnity obligations under the Contract.

C. **Survival of RECIPIENT's Indemnity Obligations.** The RECIPIENT agrees all RECIPIENT'S indemnity obligations shall survive the completion, expiration or termination of this Contract.

13. **ENTIRE CONTRACT**

This CONTRACT represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any parties hereto.

14. **CONTRACT MODIFICATIONS**

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in

writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example, and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the RECIPIENT expending funds for the items covered within that amendment. Costs incurred by the RECIPIENT in contravention of this Paragraph are the sole responsibility of the RECIPIENT.

15. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.
- C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the Public Facilities Improvements funds are reduced as a result of a reduction or loss of the rural sales and use taxing authority or a substantial reduction in taxable activity.

16. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this CONTRACT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this CONTRACT.

17. **SEVERABILITY**

In the event any provision, or any portion thereof, contained in this CONTRACT is held to be unconstitutional, invalid or unenforceable, said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this CONTRACT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

18. **DISPUTE RESOLUTION**

Except as otherwise provided in this CONTRACT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the RECIPIENT and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

19. **GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Pacific

County, Washington shall be the venue for any suit between the parties arising out of this CONTRACT.

20. **PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

21. **ADMINISTRATION**

The following individuals are designated to co-administer this CONTRACT. They shall also serve as their respective party's contact person for any and all communications relative to this CONTRACT.

For the COUNTY: County Administrative Officer
Dept. of General Administration
P.O. Box 187
South Bend, WA 98586-0006
Telephone: (360) 875-9334

For the RECIPIENT: Julie Struck, Mayor
City of South Bend
P.O. Drawer 9
South Bend, WA 98586
Telephone: (360) 875-5571

IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT the date(s) so noted below.

RECIPIENT
City of South Bend

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Julie Struck, Mayor

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Mike Runyon, Commissioner

ATTEST:

APPROVED AS TO FORM:

Marie Guernsey, Clerk of the Board

Prosecuting Attorney's Office WSBA#