

**City of South Bend  
Council Meeting  
Monday, August 12, 2019 @ 5:30 pm  
Council Chambers  
1102 W. First Street, South Bend, WA**

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1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda and Consent Agenda  
Approval of Minutes: *July 22, 2019 Regular Meeting*
4. Correspondence
5. *Contract for Boarding Prisoners (Action)*
6. *Intergovernmental Agreement Replacing PCOG-STP Agreement (Action)*
7. Items from the Public ***[3 Minute Limit]***
8. Department Head Reports:
  - i) Police Chief Eastham
  - ii) City Supervisor Houk
  - iii) Clerk/Treasurer Roberts
  - iv) Fire Department
9. Mayor's Report
10. Council Comments
11. 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, August 26, 2019 @ 5:30 PM*

# **South Bend Council Meeting**

**Monday, August 12, 2019**

## **CONSENT AGENDA**

1. Approval of Vendor Checks

**Vendors – Check #45212 thru Check #45249 - \$528,059.85 Including EFT Payments**

2. Approval of Payroll Checks

**Payroll – Check #24655 thru Check #24670 - \$103,269.04 Including Direct Deposit**

08/12/19

	VENDOR	AMOUNT	
45212	Aberdeen Office Equipment, Inc.	\$ 267.56	Office Supplies - City Hall \$214.62, Municipal Court \$29.17 and Water \$23.77
45213	Beans & Rocks, LLC	\$ 419.97	Stockpile - Streets Fund
45214	Borden's Auto Parts, Inc.	\$ 106.35	Repair/Maintenance - Police \$56.19 and Water \$50.16
45215	Bud's Lumber & Electric	\$ 256.32	Operating Supplies - CH \$10.80, Fire \$31.12, Streets \$125.35, Docks \$2.69, Parks \$11.87 and Water \$74.49
45216	City of Raymond	\$ 46,555.19	RWWTP M & O - June \$20,870.47, July \$21,317.54 and Intertie (6/19-7/19/19) \$4,367.18
<i>EFT Pay</i>	<i>Comcast - EFT Pay</i>	\$ 877.62	All Depts
45217	Crystal Springs	\$ 122.17	Water Service - Public Works
45218	Dennis Company	\$ 204.09	Operating Supplies - Police \$86.47, Water \$104.99 and Sewer \$12.63
45219	Dept of Licensing	\$ 18.00	Concealed Weapons Permits
<i>EFT Pay</i>	<i>Dept of Revenue - EFT Pay</i>	\$ 7,117.41	July 2019 Excise Tax on Water/Sewer and Excise Tax on Out of State Purchases
45220	Dept of Transportation	\$ 1,608.85	Fuel - Public Works \$618.38 and Police Dept \$990.47
45221	Gray & Osborne, Inc.	\$ 54,007.47	TIB \$49,761.19, Central Ave \$3,518.26 and General Engineering \$728.02
45222	H.D. Fowler Company	\$ 1,414.36	Operating Supplies - Water Fund
45223	Harbor Saw & Supply, Inc.	\$ 37.82	Repair/Maintenance - Water/Sewer Fund
45224	Hartford Fire Insurance Company	\$ 3,380.00	Annual Flood Insurance - City Hall
45225	HB Portables	\$ 185.00	Portable Toilets - Boat Launch
<i>EFT Pay</i>	<i>Invoice Cloud-E Pay</i>	\$ 93.00	July 2019 Portal Access Fee
45226	iSpyFire, Inc.	\$ 540.50	Annual Software Renewal - Fire Dept
45227	Julie Struck	\$ 29.00	Reimbursement - Supplies for 150th Anniversary Party @ Chamber
45228	Justin Moran	\$ 400.00	Professional Services - Water Treatment Plant
45229	Kirk Church	\$ 231.94	Refund - Utility Overpayment and Building Permit
45230	Masco Petroleum	\$ 503.46	Fuel - Police Dept \$40.26, Fire Dept \$30.64 and Public Works \$432.56
45231	Northwest Rock, Inc.	\$ 111.23	Stockpile - Streets Fund
45232	Office of Financial Management	\$ 3,200.83	July 2019 Fines & Forfeitures
45233	One Call Concepts, Inc.	\$ 10.56	Locates
<i>EFT Pay</i>	<i>ONLINE Information Services - EFT Pay</i>	\$ 47.00	Credit Reporting Services - July 2019
45234	Pacific County Dept of Public Works	\$ 1,667.12	Eklund Park - August 2019

<b>45235</b>	Pacific County Prosecutor	\$	<b>37.38</b>	July 2019 Crime Victims
<b>45236</b>	Pete Hinton	\$	<b>50.00</b>	Interpreter Services - Municipal Court 7/10/19
<b>45237</b>	Pioneer Grocery	\$	<b>29.67</b>	Miscellaneous - City Hall
<b>45238</b>	PUD #2	\$	<b>6,331.44</b>	All Depts
<b>45239</b>	Rognlin's, Inc.	\$	<b>382,640.86</b>	Pay Request #1 - TIB Project
<b>45240</b>	South Bend Pharmacy	\$	<b>24.40</b>	UPS Fees - Water Fund
<b>45241</b>	Staples	\$	<b>627.79</b>	Office Supplies - Muni Court \$30.27, City Hall \$51.87, Police \$445.14, Water \$46.47 and Sewer \$54.04
<b>45242</b>	Steve's Front End & Brake, Inc.	\$	<b>2,429.38</b>	Repair/Maintenance - Water/Sewer \$1,357.16 and Fire Dept \$1,072.22
<b>45243</b>	The Shop	\$	<b>64.82</b>	Repair/Maintenance - Police Dept
<b>45244</b>	Three Rivers Mosquito and Vector Control	\$	<b>7,567.00</b>	August Mosquito Spraying
<b>45245</b>	TMG Services	\$	<b>217.98</b>	Operating Supplies - Water Fund
<b>45246</b>	Traffic Safety Supply	\$	<b>886.54</b>	Operating Supplies - Streets
<b>45247</b>	USABlueBook	\$	<b>134.01</b>	Repair/Maintenance - Water Fund
<b>EFT Pay</b>	Verizon - EFT Pay	\$	<b>120.64</b>	Police Laptops
<b>EFT Pay</b>	VISA - EFT Pay	\$	<b>3,308.28</b>	City Hall \$2,039.85, PD \$350.00, Fire Dept \$248.63, Streets \$44.08, Water \$553.56 and Sewer \$72.16
<b>45248</b>	Willapa Harbor Herald	\$	<b>112.64</b>	Legal Notices
<b>45249</b>	Willapa Veterinary Service	\$	<b>64.20</b>	Dog Board
<b>TOTAL</b>		\$	<b>528,059.85</b>	

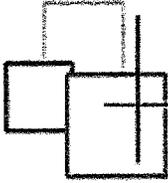
*Mayor Julie K Struck*

Mayor Struck

City Supervisor Houk

*Chief Eastham*

Police Chief Eastham



# Register

Number	Name	Fiscal Description	Cleared	Amount
<u>24655</u>	Houk, Lloyd D	2019 - July - Second Council Meeting - July		\$1,650.00
<u>24656</u>	Ashley, Alan	2019 - July - Second Council Meeting - July		\$92.35
<u>24657</u>	Houk, Lloyd D	2019 - July - Second Council Meeting - July		\$3,291.87
<u>24658</u>	AFLAC	2019 - July - Second Council Meeting - July		\$820.74
<u>24659</u>	Association of WA Cities	2019 - July - Second Council Meeting - July		\$3,636.75
<u>24660</u>	Dee Roberts-Coffee Fund	2019 - July - Second Council Meeting - July		\$48.00
<u>24661</u>	Dept of Labor & Industry	2019 - July - Second Council Meeting - July		\$1,895.41
<u>24662</u>	Dept of Retirement Systems	2019 - July - Second Council Meeting - July		\$12,791.90
<u>24663</u>	Employment Security Department	2019 - July - Second Council Meeting - July		\$194.59
<u>24664</u>	Nationwide Retirement Solutions	2019 - July - Second Council Meeting - July		\$405.00
<u>24665</u>	Teamster's Local #252	2019 - July - Second Council Meeting - July		\$507.00
<u>24666</u>	The Bank of the Pacific	2019 - July - Second Council Meeting - July		\$19,438.02
<u>24667</u>	Thorbeckes	2019 - July - Second Council Meeting - July		\$58.34
<u>24668</u>	Washington Counties Insurance Fund	2019 - July - Second Council Meeting - July		\$416.00
<u>24669</u>	Washington State Support Registry	2019 - July - Second Council Meeting - July		\$297.73
<u>24670</u>	Washington Teamsters Welfare Trust	2019 - July - Second Council Meeting - July		\$10,672.80
<u>July 2019 Draw Payroll</u>	Payroll Vendor	2019 - July - Second Council Meeting - July		\$12,425.00
<u>July 2019 Payroll</u>	Payroll Vendor	2019 - July - Second Council Meeting - July		\$34,627.54
				<b>\$103,269.04</b>

**CITY OF SOUTH BEND  
COUNCIL MEETING – 07/22/19**

**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 Williams, Councilor Neve, Councilor Davis, Councilor Little, City Supervisor Houk, Police Chief Eastham and Clerk/Treasurer Roberts.

**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 July 8, 2019 regular meeting. The motion was seconded by Councilor Williams. **Vote: Ayes-5, Noes-0, Absent-0**

**Vendors – Check #45183 thru Check #45211 - \$22,551.69 Including EFT Payments**

**4. CORRESPONDENCE – NONE**

**5. PUBLIC HEARING @ 5:33 PM – SIX YEAR TRANSPORTATION IMPROVEMENT PLAN FOR 2020 THROUGH 2025**

Mayor Struck opened the public hearing at 5:33 pm. Mayor Struck presented the Six Year Transportation Improvement Plan – 2020-2025:

Project Title	Project Description	Road Name	Begin Termini	End Termini	Phase Start Date
Adams Street	Road reconstruction, add sidewalk on both sides (Broadway to Water)	Adams Street	Highway 101	Water Street	2020
Washington Street	Road reconstruction and widening, add sidewalk on one side. Storm drainage.	Washington Street	Water Street	East 3 <sup>rd</sup> Street	2020
Madison Street	Road reconstruction and widening, add sidewalk on one side. Storm drainage.	Madison Street	Highway 101	First Street	2021
Jefferson Street	Road reconstruction and widening, add sidewalk on one side. Storm drainage.	Jefferson Street	Highway 101	First Street	2022
Maple Street	Road reconstruction	Maple Street	Memorial Street	First Street	2022
First Street	Road reconstruction and widening, add sidewalk on one side. Storm drainage.	First Street	A Street	C Street	2023
First Street	Road reconstruction and widening, add sidewalk on one side. Storm drainage.	First Street	Jackson Street	Harrison Street	2023
Pacific Avenue	Road Reconstruction & widening, add sidewalk on one side. Storm drainage	Pacific Avenue	West 4 <sup>th</sup> Avenue	First Street	2024
Jackson Street	Road reconstruction and widening, add sidewalk on one side. Storm drainage.	Jackson Street	Oregon Avenue	Montana Avenue	2025

Citizen Diantha Weillepp (724 E Water Street) asked if there would be additional meetings to comment on this and it was explained that this was the one and only public hearing for this six year road plan, but she was welcome to come into the office any time and discuss the plan with Mayor Struck or City Supervisor Houk.

There was no additional public comment and the public hearing was closed at 5:37pm.

**6. RESOLUTION #2019-04 – SIX YEAR TRANSPORTATION IMPROVEMENT PLAN FOR 2020 THROUGH 2025**

Councilor Williams made a motion to accept Resolution #2019-04 – Six Year Transportation Improvement Plan for 2020 through 2025 as presented. The motion was seconded by Councilor Neve  
**Vote: Ayes-5, Noes-0, Absent- 0.**

**7. ADDENDUM TO GARBAGE CONTRACT & RECYCLE CONTRACT – LEMAY, INC.**

Councilor Neve made a motion to accept the Addendum to the Garbage Contract & Recycle Contract for LeMay, Inc. as presented. The motion was seconded by Councilor Davis. **Vote: Ayes-5, Noes-0, Absent- 0**

**8. BID AWARD – CENTRAL AVENUE PROJECT**

Mayor Struck presented the bid results for the Central Avenue Sewer Line Replacement Phase 2 project.

<b>Engineer's Estimate</b>	<b>\$481,744.80</b>
Big River Excavating (Astoria, OR)	\$506,692.80
Barcott Construction, LLC (Chehalis, WA)	\$598,735.80
Rognlin's, Inc.	\$612,716.40
NOVA Contracting, Inc. (Littlerock, WA)	\$666,468.00

Eric Noah & Dominic Miller of Gray & Osborne, Inc. were present to answer any questions the council might have regarding the bids.

Mayor Struck explained that she, along with City Supervisor Houk, Tony Ewing and Mike Sarin from Big River and Frank Baublits and Eric Noah (by phone) from Gray & Osborne, Inc. met to discuss all of the issues with the previous contractor and this project. Mayor Struck felt that those present understood what those issues were and did not feel like that any of them would have a problem with this project or would it affect their bid in a negative way.

Councilor Little expressed his concerns about Big River Excavating and the issues that the city had with them in 2007 and the fact that it ended up costing the city money.

Clerk/Treasurer Roberts noted that she had requested legal counsel from Michael Tierney and he had given the city some specific things that he felt would be necessary to move forward. Those things have been addressed.

Following some additional discussion Councilor Neve made a motion to accept Big River Excavating as the low bidder for the Central Avenue Sewer Line Replacement Phase 2 project. The motion was seconded by Councilor Buchanan. **Vote: Ayes-5, Noes-0, Absent- 0**

**9. ITEMS FROM THE PUBLIC – NONE**

**10. DEPARTMENT HEAD REPORTS**

- Police Chief Eastham requested permission to surplus a 2012 Dodge Charger for \$2,500.00. Councilor Williams made a motion to surplus the 2012 Dodge Charger as presented. The motion was seconded by Councilor Neve. **Vote: Ayes-5, Noes-0, Absent- 0**
- City Supervisor Houk reported that both of the current Transportation Improvement Board (TIB) Projects – Kendrick Street & Willapa Avenue – are ahead of schedule. Lakeside Industries is scheduled to start paving next week. Both projects should wrap up by mid-August. The Central Avenue sidewalks, which is also part of the Kendrick/Willapa Avenue TIB project will start next week and should wrap up in mid-August as well.
- City Supervisor Houk explained that the Steve Russell Crossing lights are functioning again. He also noted that a representative from Traffic Safety Supply would be coming down to demonstrate the installation of the thermoplastic crossbars (crosswalk) for the crew.
- Clerk/Treasurer Roberts advised the council that they each had the current 2<sup>nd</sup> quarter budget report and if anyone had any questions to please let her know.

### 11. MAYOR'S REPORT

- Mayor Struck requested the council's permission for a beer garden at Cheney Park for the annual softball tournament over Labor Day. Councilor Neve made a motion allowing for a beer garden at Cheney Park during Labor Day. The motion was seconded by Councilor Williams. **Vote: Ayes-5, Noes-0, Absent- 0**
- Mayor Struck noted that the plans are coming together nicely for the 150<sup>th</sup> Anniversary Celebration for the City of South Bend which will be held at the Willapa Harbor Chamber of Commerce building.
- Mayor Struck announced that the cost of the fireworks for Labor Day went from \$6,000 in 2018 to \$8,000 for 2019. That is for a 20-minute show.

### 12. COUNCIL COMMENTS

- Councilor Buchanan thanked the representatives from Gray & Osborne, Inc for coming down and attending the council meeting.
- Councilor Neve noted that the mosquitos are **BACK** on "C" Street!
- Councilor Little complimented the city – things are looking nice around town.
- Councilor Little mentioned that he has received several complaints from citizens regarding the parking lot at the old DSHS Building (734 W. Robert Bush Drive). Mayor Struck agreed, she had noticed it recently, too. City Supervisor Houk advised he would check into it.

### 13. ADJOURNMENT

The meeting was adjourned at 6:10 PM to meet again on Monday, August 12, 2019 for the next regularly scheduled meeting at South Bend City Hall

\_\_\_\_\_  
**Julie K. Struck**  
Mayor

ATTEST: \_\_\_\_\_  
**Dee Roberts**  
Clerk/Treasurer



300 Memorial Drive, P.O. Box 27, South Bend, WA 98586 | Phone 360.875.9395 | Fax 360.875.9393

## CONTRACT FOR BOARDING PRISONERS

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between Pacific County, P.O. Box 27, South Bend, Washington 98586-0027 a municipal corporation of the State of Washington hereinafter called the COUNTY, and the City of Long Beach, P.O. Box 310, Long Beach, Washington 98631, hereinafter called the CITY:

### WITNESSETH

WHEREAS, the COUNTY maintains a jail facility at South Bend for the purposes of boarding adult prisoners and is willing to board prisoners of other jurisdictions within the limitations of available space; and

WHEREAS, the CITY has, from time to time, the need to board adult and juvenile prisoners in a facility of their jurisdiction and within the COUNTY; and

WHEREAS the CITY has need to use the COUNTY facility and is willing to pay the sum hereinafter provided for; and

WHEREAS RCW 39.34, the "Interlocal Cooperation Act," permits local governmental units to make the most efficient use of their powers and cooperate in a way that is mutually advantageous and provide for services and facilities in a manner that will assist both entities in address the need to incarcerate those who violate the law:

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### I. TERM OF CONTRACT

The term of this Contract shall be deemed to have commenced on the day of execution by all parties and shall end on the 31<sup>st</sup> day of December 2023, both dates inclusive, unless extended by mutual agreement of the parties.

#### II. RESPONSIBILITIES OF THE COUNTY AND THE CITY

A. Between the 1<sup>st</sup> day of January, 2019, and the 31<sup>st</sup> day of December 2019, the COUNTY agrees to provide housing and feeding of the CITY's adult prisoners (hereinafter, ADULT) at the rate of \$75.00 for each day or portion thereof that a CITY adult prisoner is housed in the jail. The COUNTY agrees to provide housing and feeding of the CITY's juvenile arrestees (hereinafter, JUVENILE) at the rate of \$50.00 per day for each day or portion thereof that a CITY juvenile arrestee is housed in the jail. The CITY agrees that JUVENILES will only be housed in the jail until they make a court appearance.

- B. Beginning the 1st day of January, 2020, the rate for ADULT prisoners shall increase to \$85.00 for each day or portion thereof that a CITY adult prisoner is housed in the jail.
- C. Any ADULT booked into the jail under the authority of the CITY is the financial responsibility of the CITY for the duration of the ADULT'S confinement in the jail. A booking fee of \$50.00 will be charged to the CITY each time their ADULT is booked in Pacific County. However, if the Pacific County Prosecutor files a felony level charge related to the booking of that ADULT, the ADULT shall not be considered a CITY arrestee and the CITY shall not be responsible for any jail related costs pertaining to the ADULT including the booking fee. For any JUVENILE booked into the jail under the authority of the CITY, the JUVENILE shall be the financial responsibility of the CITY until the juvenile makes a court appearance and the CITY will be charged a \$50.00 booking fee. If the Pacific County Prosecutor files a charge against the JUVENILE related to that JUVENILE's booking, the JUVENILE shall not be considered a CITY arrestee and the CITY shall not be responsible for any jail-related costs pertaining to the JUVENILE including the booking fee.
- D. If an ADULT or JUVENILE who is booked into the jail at the request of another city within Pacific County also has an outstanding warrant from the CITY, the CITY shall have no financial responsibility for the arrestee until the other city's financial responsibility ceases. When the other city's financial responsibility terminates, the CITY immediately shall become financially responsible for the arrestee under the provisions of paragraph II. B, excluding the booking fee. If an ADULT or JUVENILE who is booked into the jail at the request of a second city within Pacific County also has an outstanding warrant from the CITY and a third city within Pacific County, the CITY and the third city shall share proportionally the financial responsibility for the arrestee under the provisions of paragraph II. B, from the time when the second city's financial responsibility ceases.

The COUNTY will attempt to notify the CITY when the CITY has an outstanding warrant on an individual who is booked into the jail on a matter unrelated to the CITY. Attempted notification shall include, at minimum, calling the CITY's police department, attempting contact with an on-duty CITY police officer at least two times by radio through dispatch, and emailing the CITY's designated email account.

- E. The CITY agrees to pay the COUNTY for boarding services at the rate stated on a monthly basis upon presentation of invoices by the COUNTY Sheriff. The COUNTY may refuse to house CITY ADULTS or JUVENILES if any invoice is not paid within thirty (30) days of being mailed to the CITY.

F. If the CITY contracts with another city within the County for handling the other city's ADULTS or JUVENILES, the other city's arrestees shall be the CITY'S arrestees for the purpose of this contract, and the CITY shall pay the COUNTY for boarding services at the rate stated on a monthly basis for any of the other city's adult or juvenile arrestees (Hereinafter called and combined with "CITY arrestees").

G. Except as provided herein, the CITY agrees to pay all medical costs for the CITY arrestees that are not reimbursed by the State of Washington or otherwise. As part of the screening process upon booking or preparation of a CITY arrestee into the jail, general information concerning the CITY arrestee's ability to pay for medical care shall be identified, including insurance or other medical benefits or resources to which an inmate is entitled. The CITY arrestee may also be evaluated for Medicaid eligibility and, if deemed potentially eligible, enrolled in Medicaid. This information shall be made available to the CITY, and any provider of health care services. To the extent that federal law allows, both the COUNTY and the CITY are authorized to act on behalf of a confined person for purposes of applying for Medicaid.

The COUNTY shall not be liable for medical costs of the CITY arrestees, except for medical costs caused by negligent or intentional acts or omissions of the COUNTY, pursuant to the Indemnification clause, Section III.B below. The COUNTY will make reasonable effort to notify the CITY if any CITY arrestee needs medical care and may incur medical care costs. The COUNTY may refuse to book, or return to the custody of the CITY, a CITY arrestee if it deems, in its sole discretion, that the jail is incapable of meeting the medical needs of the arrestee or the costs of necessary medical services are unreasonably high.

H. The CITY also agrees to pay all transportation costs incurred by the COUNTY on behalf of CITY arrestees. Any other costs incurred by the COUNTY due to an order by a CITY Municipal Court Judge shall be paid by the CITY.

I. The CITY agrees to provide transportation for CITY arrestees to the COUNTY facility at South Bend, unless by mutual agreement other arrangements are made at the time of transport.

J. The CITY agrees to abide by the policies, procedures, and protocols of the Pacific County Sheriff's Office with regard to jail operations, including jail security. A copy of the relevant policies, procedures, and protocols will be provided to the CITY upon request. Any changes to the relevant policies, procedures, and protocols that are implemented by the Sheriff's Office after this contract goes into effect will be given to the CITY upon request.

- K. The CITY agrees that if a CITY police officer brings a CITY arrestee to the jail to be booked, except for emergent circumstances the CITY police officer will remain at the booking station in the jail until the CITY arrestee is subdued to the satisfaction of the COUNTY corrections officer. Unless otherwise waived by the Sheriff, under no circumstances shall a CITY police officer leave a CITY arrestee to be held in the custody of the jail, nor shall the COUNTY corrections officer take custody of the CITY arrestee, unless the CITY police officer:
1. Conducts a thorough search of the CITY arrestee and his/her belongings prior to being allowed entry into the jail;
  2. Provides adequate documentation to hold the CITY arrestee; and
  3. The COUNTY corrections officer has asked the CITY arrestee all of the necessary medical/mental health questions during the booking process to determine that the CITY arrestee is fit for jail custody, or the CITY police officer provides adequate proof of the CITY arrestee's medical and physical condition showing that he/she is fit for incarceration in the jail, including:
    - a. An adult must have a breath or blood alcohol level less than .25 grams/210 liters of breath and decreasing, and no emergent medical care shall be required; and
    - b. A juvenile who shows any indications of alcohol or narcotics in his/her system must be medically cleared by a hospital physician or designee prior to being eligible for incarceration; admission will not be permitted where medical care is recommended in advance or while in custody.
- L. If the CITY police officer has met the mandatory requirements and if the CITY police officer decides that it is necessary to leave the jail prior to the CITY arrestee being subdued to the satisfaction of the COUNTY corrections officer, the CITY shall be billed a minimum of \$160.00. This fee covers the cost of the COUNTY subduing the arrestee.
- M. The CITY agrees that if the ADULT jail population exceeds twenty-nine (29) inmates or exceeds its classification capacity to hold inmates, whichever occurs first, the COUNTY may refuse to accept CITY arrestees into the jail or may release CITY arrestees into the custody of a CITY police officer. If the COUNTY notifies the CITY of a population capacity limit being exceeded, the CITY agrees to either take custody of CITY arrestee(s) as designated by the COUNTY, or to request the arrestee be released from all custody. If no response is received by the Sheriff within 24 hours of notifying the CITY of a population limit being exceeded, the CITY shall be deemed to have requested the arrestee be released from all custody.

- N. The CITY agrees that if the JUVENILE jail population exceeds sixteen (16) inmates or exceeds its classification capacity to hold inmates, whichever occurs first, the COUNTY may refuse to accept JUVENILE arrestees into the jail or may release JUVENILE arrestees into the custody of a CITY police officer. If the COUNTY notifies the CITY of a population capacity limit being exceeded, the CITY agrees to either take custody of the JUVENILE arrestee(s) as designated by the COUNTY, or to request the arrestee be released from all custody. If no response is received by the Sheriff within 24 hours of notifying the CITY of a population limit being exceeded, the CITY shall be deemed to have requested the arrestee be released from all custody.
- O. The CITY agrees that the COUNTY may refuse to take any JUVENILE who is under the age of thirteen (13).

### III. INDEMNIFICATION/HOLD HARMLESS

- A. The CITY shall defend, indemnify and hold harmless the COUNTY, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney fees, arising out of or resulting from the negligent acts or omissions, tortious actions, or civil rights violations under State or Federal law of the CITY, its officers, agents and employees in connection with the confinement of any CITY inmate by the COUNTY.
- B. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney fees, arising out of or resulting from the negligent acts or omissions, tortious actions, or civil rights violations under State of Federal law of the COUNTY, its officers, agents and employees in connection with the care, custody or confinement of any CITY inmate by the COUNTY.
- C. To the extent that any claims, damages, losses, and expenses are caused by the concurrent negligence or intentional acts of either of the parties, its officers, agents, or employees, the other party's indemnification obligation hereunder shall be limited to that party's proportionate share of liability as determined by a court of competent jurisdiction or as agreed to by the parties to this contract.
- D. The COUNTY and the CITY hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. The waiver of immunity was mutually negotiated by the parties hereto.

### IV. NOTICES

All notices which either party gives the other party shall be delivered in writing to the address below or to such subsequent addresses as the parties shall designate in writing. Such notices shall be deemed received on the date on which the notice is personally

served or on the third day following the date on which the notice was mailed postage prepaid by certified or registered mail to the appropriate party.

TO: Pacific County Sheriff  
P.O. Box 27  
South Bend, WA 98586-0027

TO: City of Long Beach  
P.O. Box 310  
Long Beach, WA 98631

## V. DEFAULT AND REMEDIES

If either party fails to perform any act or obligation required to be performed by it under this Contract, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Contract; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

- A. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.
- B. In addition, if the CITY fails to make payment on an outstanding invoice within thirty (30) days, and the City has not disputed the invoice, the CITY shall have no further right under this Contract to deliver custody to or otherwise house CITY arrestees at the jail and shall, at the COUNTY's request, remove all CITY arrestees from the jail within fourteen (14) days of notice to do so. Thereafter, the COUNTY may, in its sole discretion, accept CITY arrestees to the jail if all outstanding invoices are paid.

## VI. TERMINATION

Either party may terminate this Contract early, with or without cause, upon six (6) months written notice of the termination delivered to the other party, and to the Washington State Office of Financial Management. The notice shall state the grounds for termination and the specific plans for accommodating the affected jail population. Upon early termination of this Contract, the CITY shall pay the COUNTY for all services performed up to the date of termination. The COUNTY shall notify the CITY within thirty (30) days of the date of termination of all remaining costs.

VII. AMENDMENT

This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

If a contract for jail services between the COUNTY and another city is amended to include terms materially different from this agreement, the COUNTY shall notify the CITY of such amendment in writing, and the CITY shall have the right but not the obligation to accept such amendment as written and incorporate it into this agreement, and such amendment shall be deemed to be mutually accepted by both parties.

VIII. SEVERABILITY

If 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.

IX. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

X. ATTORNEY FEES, COSTS, AND VENUE

In the event either party files a lawsuit to enforce the provisions of this contract, the prevailing party shall be entitled to costs of suit, court costs, and reasonable attorney fees. Any lawsuit pertaining to this Contract shall be filed in the Pacific County Superior Court.

XI. SUCCESSORS

The assignment of this contract is prohibited unless express written permission is issued by the Sheriff and Board of County Commissioners.

XII. APPLICABLE LAW

This Contract shall be governed by the laws of the State of Washington.

XIII. INSURANCE

Without limiting the CITY's indemnification of COUNTY or the COUNTY's indemnification of CITY, and prior to commencement of this CONTRACT, both CITY and COUNTY shall obtain, provide and maintain during the term of this CONTRACT,

policies or insurance of the type and amounts described below and in a form satisfactory to the other party or be covered under similar limits by participation in a risk pool.

- A. **General Liability Insurance.** CITY and COUNTY shall each maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$15,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B. **Workers' Compensation Insurance.** CITY and COUNTY shall each, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- C. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this CONTRACT shall be endorsed to waive subrogation against COUNTY and CITY respectively, its elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow CITY or COUNTY respectively or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss.
- D. **Named as Additional Insured.** The CITY must name the COUNTY, its officers, agents, officials, employees and volunteers, as an additional insured unless participating in a risk pool. The CITY agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CITY's liability insurance policy shall so state. Likewise, the COUNTY must name the CITY, its officers, agents, officials, employees and volunteers, as an additional insured unless participating in a risk pool. The COUNTY agrees that its liability insurance shall be primary and non-contributory to the CITY's and that COUNTY's liability insurance policy shall so state.

#### XIV. MISCELLANEOUS

- A. **Entire Agreement.** This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contract between the parties.
- B. **No Third-Party Beneficiaries.** This Contract is not intended to benefit any person, entity, or municipality not a party to this Contract, and no other person, entity, or municipality shall be entitled to be treated as a beneficiary of this Contract. This Contract is not intended to nor does it create any third-party beneficiary or other rights in any third person or party.
- C. **Interpretation.** This Contract has been explicitly negotiated by the parties, and the language in all parts shall be construed according to its fair meaning and not strictly

for or against either of the parties. The captions and headings in this Contract are only for convenience and are not intended to affect the interpretation of the provisions of this Contract.

D. **Non-Discrimination Policy.** The COUNTY and the CITY agree not to discriminate in the performance of this Contract because of race; color; national origin; sex; sexual orientation; age; religion; creed; marital status; disabled or Vietnam-era veteran status; the presence of any physical, mental, sensory handicap; or any other status protected by law.

WITNESS WHEREOF, the parties have caused their names to be signed hereto on the date so stated.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**CITY OF SOUTH BEND**

ATTEST:

\_\_\_\_\_  
Julie Struck, Mayor

\_\_\_\_\_  
Clerk

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON**

**PACIFIC COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Frank Wolfe, Commissioner

\_\_\_\_\_  
Robin Souvenir, Sheriff

\_\_\_\_\_  
Lisa Olsen, Commissioner

\_\_\_\_\_  
Mike Runyon, Commissioner

APPROVED AS TO FORM

ATTEST

\_\_\_\_\_  
Prosecutor's Office

\_\_\_\_\_  
WSBA#

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

\_\_\_\_\_  
Date

## INTERGOVERNMENTAL AGREEMENT

Between  
PACIFIC COUNTY, WASHINGTON  
And The  
CITY OF SOUTH BEND

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the City of South Bend, (“CITY”), a municipal corporation of the State of Washington, and Pacific County and its Department of Public Works (“COUNTY”), 211 North Commercial Street, Raymond, WA 98577.

**WHEREAS**, beginning in December, 1998, the COUNTY and CITY, along with the Pacific County Council of Governments were party to an interlocal agreement for the distribution of surface transportation block grant funds; AND

**WHEREAS**, terms and conditions of this interlocal agreement are no longer applicable and that interlocal agreement will terminate as of December 31, 2019, however the COUNTY recognizes the transportation needs of the CITY, AND

**WHEREAS**, distribution of Vehicle Fuel Tax to the CITY for highway purposes in accordance with all statutory rules and state constitutional regulations, including but not limited to RCW 82.80.070 and Article 11, section 40 of the State Constitution, is an allowable expense.

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

1. **PURPOSE**

Beginning January 1, 2020, funds will be distributed annually, in January, to the CITY based on the average the CITY has received via the previous PCOG agreement over the past 10 years (2010-2019). The annual amount payable each year in January is \$34,900.

2. **SCOPE OF WORK**

The CITY Agrees to the following:

Motor Vehicle Fuel Tax Funds received from the COUNTY will only be expended for eligible “highway purposes” in accordance with all statutory rules and state constitutional regulations, including but not limited to RCW 82.80.070 and Article II, Section 40 of the State Constitution. **Funds may only be spent on roads that have been formally adopted in the CITY’S Road Log.**

**The CITY shall maintain an accounting of expenses and the roads in which the activity occurred specific to these funds. The CITY shall provide an annual report of expenses to**

**the County Engineer no later than December 15<sup>th</sup>. Failure to do so may result in repayment of funds, and ineligibility for future funding.**

**3. EVALUATION AND MONITORING**

- A. The CITY shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this AGREEMENT. The CITY will retain all books, records, documents and other material relevant to this AGREEMENT for six (6) years after expiration of the AGREEMENT.
  
- 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 CITY with respect to all matters covered in this AGREEMENT. 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 AGREEMENT. These rights shall last for six (6) years after expiration of the AGREEMENT, or from the date final payment hereunder is made, whichever is later.

**4. 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 CITY are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CITY agrees to make them promptly available to the COUNTY. If the CITY 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 CITY 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 CITY 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 CITY (a) of the request and (b) of the date that such information will be released to the requester unless the CITY obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CITY 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 CITY to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CITY for releasing records not clearly identified by the CITY as confidential or proprietary. The COUNTY shall not be liable to the CITY for any records that the

COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

5. **EMPLOYMENT RELATIONSHIPS**

The CITY, its employees or agents performing under this AGREEMENT 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 CITY 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 CITY.

6. **MUTUAL INDEMNITY**

To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by a negligent act or omission of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

7. **ENTIRE AGREEMENT**

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

8. **AGREEMENT MODIFICATIONS**

The COUNTY and the CITY may, from time to time, request changes in services being performed under this AGREEMENT. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this AGREEMENT. It is mutually

agreed and understood that no alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by all 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 AGREEMENT must be approved in writing by the CITY and by the COUNTY prior to the COUNTY expending funds for the items covered within that amendment. Costs incurred by the COUNTY in contravention of this Paragraph are the sole responsibility of the COUNTY.

9. **AGREEMENT PERIOD**

The provisions of this AGREEMENT are to commence on the date executed and shall continue until December 31, 2024 unless earlier revoked by the COUNTY. The term shall automatically renew for an additional period of one year at the end of each calendar year thereafter for a one year term unless either party gives written notice of termination of the AGREEMENT to the other party at least 30 days prior to the end of the term. This notice requirement shall not limit either party's ability to terminate this agreement as per the conditions specified within Section 10.

10. **TERMINATION OF AGREEMENT**

The CITY and the COUNTY shall each retain the right to terminate this AGREEMENT at any time and for any reason by submitting written notice of its intention to the other party at least thirty (30) days prior to the specified effective date of such termination. In addition, the COUNTY shall have the right to terminate this contract on ten days communicated written notice if the CITY has violated any of the provisions herein, or if the COUNTY deems the CITY'S performance of its responsibilities herein identified to be substantially unsatisfactory. In either event, on the termination of this AGREEMENT, all finished and unfinished documents and work papers prepared by the CITY pursuant to this AGREEMENT shall, at the option of the COUNTY become its property, and the CITY will be paid for services performed up to the date of the AGREEMENT termination. Notwithstanding the above, the CITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the AGREEMENT by the CITY. The COUNTY may withhold any payment to the CITY for the purposes set forth until such time as the exact amount of damages due to the COUNTY from the CITY is determined.

Termination by an individual City of this AGREEMENT, or termination by the COUNTY as to an individual City, shall not terminate the AGREEMENT with respect to the other CITY.

11. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this AGREEMENT 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 AGREEMENT.

Annual funding is dependent on the County receiving surface transportation project funds.

12. **SEVERABILITY**

In the event any provision, or any portion thereof, contained in this AGREEMENT is held to be unconstitutional, invalid or unenforceable, said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this AGREEMENT 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.

13. **DISPUTE RESOLUTION**

Except as otherwise provided in this AGREEMENT, 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 CITY, 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.

14. **GOVERNING LAW AND VENUE**

This AGREEMENT 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 AGREEMENT.

15. **COSTS AND ATTORNEY FEES**

In the event legal action is brought with respect to this AGREEMENT the prevailing party shall be awarded its costs and attorney's fees in an amount to be determined by the Court as reasonable.

