

**City of South Bend
Council Meeting
Monday, February 10, 2020 @ 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 27, 2020 Regular Meeting*
4. Correspondence
5. *Council Position #5 (Action)*
6. *Personal Services Contract – Chief of Police (Action)*
7. *Personal Services Contract – City Supervisor/Building Inspector (Action)*
8. *Personal Services Contract – Clerk/Treasurer (Action)*
9. Items from the Public **(3 Minute Limit)**
10. Department Head Reports:
 - i) Police Chief Eastham
 - ii) City Supervisor Houk
 - iii) Clerk/Treasurer Roberts
 - iv) Fire Department
11. Mayor's Report
12. Council Comments
13. 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 24, 2020 @ 5:30 PM

South Bend Council Meeting

Monday, February 10, 2020

CONSENT AGENDA

1. Approval of Vendor Checks

Vendors – Check #45637 thru Check #45660 - \$38,376.67 Including EFT Payments

2. Approval of Payroll Checks

Payroll – Check #24754 thru Check #24770 - \$109,566.16 Including Direct Deposit

2/10/2020

VENDOR		AMOUNT	
45637	Aberdeen Office Equipment, Inc.	\$ 436.64	Office Supplies - City Hall \$283.21, Muni Court \$28.11, Police \$64.85, Water \$32.37 and Sewer \$28.10
45638	Ashley Construction, Inc.	\$ 1,124.24	Professional Services - Water Fund (Reimbursed)
45639	Bank of the Pacific	\$ 185.61	Interest on Loan - WTP Upgrades
45640	Borden's Auto Parts, Inc.	\$ 217.66	Repair/Maintenance - Police \$32.40, Fire \$48.07, Streets \$69.22, Water \$33.99 and Sewer \$33.98
45641	Brim Tractor Company	\$ 136.21	Repair/Maintenance - Water/Sewer Fund
45642	Bud's Lumber & Electric	\$ 133.14	Operating Supplies - Fire \$22.13, Streets \$5.39, Parks \$15.11, Water \$79.40 and Sewer \$11.11
EFT Pay	Comcast - EFT Pay	\$ 899.49	All Depts
45643	Dennis Company	\$ 20.48	Operating Supplies - Water \$12.38 and Sewer \$8.10
45644	Dept of Health	\$ 1,638.20	2020 Annual Operating Permit - Water
EFT Pay	Dept of Revenue - EFT Pay	\$ 7,548.75	January 2020 Excise Tax on Water/Sewer and Excise Tax on Out of State Purchases
45645	Dept of Transportation	\$ 1,526.73	Fuel - Public Works \$405.09 and Police Dept \$1,121.64
45646	HB Portables	\$ 100.00	Sani Cans - Boat Launch
EFT Pay	Invoice Cloud-EFT Pay	\$ 96.20	January 2020 Portal Access Fee
45647	IPMA-HR	\$ 417.00	Annual Membership
45648	Masco Petroleum	\$ 758.37	Fuel - Fire \$52.58 and Public Works \$705.79
45649	Office of Financial Management	\$ 2,352.71	January 2020 Fines & Forfeitures
45650	One Call Concepts	\$ 2.64	Locates
45651	Pacific County Dept of Public Works	\$ 15.00	Water Fund
45652	Pacific County Dept of Public Works	\$ 1,644.79	Eklund Park - February 2020
45653	Pacific County Prosecutor	\$ 33.36	January 2020 Crime Victims
45654	PUD #2	\$ 10,744.01	All Depts
45655	South Bend Pharmacy	\$ 23.90	UPS Fees - Water Fund
45656	Staples	\$ 84.03	Office Supplies - Muni Court \$10.04, City Hall \$51.75, Police \$12.20 and Water \$10.04
45657	Steve's Front End & Brake, Inc.	\$ 3,530.01	Repair/Maintenance - Fire Dept \$635.63, Streets \$964.80, Water \$964.79 and Sewer \$964.79
45658	US Fire Equipment, LLC	\$ 1,587.25	Repair/Maintenance - Fire Dept
EFT Pay	Verizon - EFT Pay	\$ 533.20	One Talk - All Depts \$412.83 and Police Laptops \$120.37
EFT Pay	VISA - EFT Pay	\$ 2,147.07	City Hall \$807.33, Muni Court \$787.65, Police \$502.09 and Water \$50.00
45659	Willapa Harbor Herald	\$ 423.98	Legal Notices

45660 Zoe Sowa

\$ 16.00 Reimbursement - Records Management Training

TOTAL

\$ 38,376.67

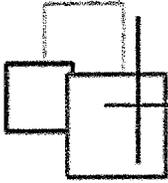
Mayor Julie K Struck

Mayor Struck

Chief David L...

City Supervisor Houk

Police Chief Eastham



Register

Number	Name	Fiscal Description	Cleared	Amount
<u>24754</u>	Houk, Lloyd D	2020 - January - Second Council Meeting - January		\$1,650.00
<u>24755</u>	Ashley, Alan	2020 - January - Second Council Meeting - January		\$230.87
<u>24756</u>	Fuller, Eric J	2020 - January - Second Council Meeting - January		\$316.59
<u>24757</u>	Houk, Lloyd D	2020 - January - Second Council Meeting - January		\$2,887.58
<u>24758</u>	AFLAC	2020 - January - Second Council Meeting - January		\$891.33
<u>24759</u>	Association of WA Cities	2020 - January - Second Council Meeting - January		\$3,884.06
<u>24760</u>	Dee Roberts-Coffee Fund	2020 - January - Second Council Meeting - January		\$55.00
<u>24761</u>	Dept of Labor & Industry	2020 - January - Second Council Meeting - January		\$1,811.53
<u>24762</u>	Dept of Retirement Systems	2020 - January - Second Council Meeting - January		\$13,748.96
<u>24763</u>	Employment Security Department	2020 - January - Second Council Meeting - January		\$206.59
<u>24764</u>	Nationwide Retirement Solutions	2020 - January - Second Council Meeting - January		\$655.00
<u>24765</u>	Teamster's Local #252	2020 - January - Second Council Meeting - January		\$510.00
<u>24766</u>	The Bank of the Pacific	2020 - January - Second Council Meeting - January		\$20,141.30
<u>24767</u>	Thorbeckes	2020 - January - Second Council Meeting - January		\$58.34
<u>24768</u>	Washington Counties Insurance Fund	2020 - January - Second Council Meeting - January		\$434.50
<u>24769</u>	Washington State Support Registry	2020 - January - Second Council Meeting - January		\$297.73
<u>24770</u>	Washington Teamsters Welfare Trust	2020 - January - Second Council Meeting - January		\$10,533.20
<u>January 2020 Draws</u>	Payroll Vendor	2020 - January - Second Council Meeting - January		\$12,150.00
<u>January 2020 Payroll</u>	Payroll Vendor	2020 - January - Second Council Meeting - January		\$39,103.58
				\$109,566.16

**CITY OF SOUTH BEND
COUNCIL MEETING – 01/27/2020**

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 Kuiken, Councilor Manlow, Councilor Neve, Councilor Davis, Councilor Little, Police Chief Eastham and Administrative Assistant Porter. City Supervisor Houk and Clerk/Treasurer Roberts (excused) were absent.

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 January 13, 2020 regular meeting. The motion was seconded by Councilor Davis. **Vote: Ayes-5, Noes-0, Absent-0**

Vendors – Check #45604 thru Check #45636 - \$188,755.15 Including EFT Payments

4. CORRESPONDENCE – NONE

5. CONTRACT FOR LEGAL SERVICES FOR INDIGENT CRIMINAL DEFENDANTS

Councilor Neve made a motion to approve the contract for Legal Services for Indigent Criminal Defendants. The motion was seconded by Councilor Little. **Vote: Ayes-5, Noes-0, Absent-0**

6. CONTRACT FOR PROFESSIONAL SERVICES CITY PROSECUTING ATTORNEY

Councilor Neve made a motion to approve the contract for Professional Services City Prosecuting Attorney. The motion was seconded by Councilor Little. **Vote: Ayes-5, Noes-0, Absent-0**

7. ERIC WESTON – MUNICIPAL COURT JUDGE PRESENTATION

Judge Weston gave a presentation about South Bend Municipal Court to the council. Judge Weston advised that court was running well and Court Clerk Lisa Carlson was doing a good job.

8. ITEMS FROM THE PUBLIC – NONE

9. DEPARTMENT HEAD REPORTS

Police Chief Eastham advised that Officer Dockter was going great at Police Academy and should graduate April 2, 2020.

10. MAYOR'S REPORT

Mayor Struck advised that her and Clerk/Treasurer Roberts were going to be at Association of Washington Cities – City Action Days, January 28-29, 2020. This conference is one of her favorites she waits for all year.

11. COUNCIL COMMENTS

- ❖ Councilor Kuiken gave kudos to the public works crew for doing a great job during the snow and rain.

12. EXECUTIVE SESSION – POTENTIAL REAL ESTATE SALE

Prior to adjourning to Executive Session Mayor Struck advised that no decisions would be made. Mayor Struck called the Executive Session to order at 6:04 PM for 10 minutes for the purpose of potential real estate sale. Councilor Kuiken, Councilor Manlow, Councilor Neve, Councilor Davis, Councilor Little, Police Chief Eastham and Administrative Assistant Porter were in attendance.

At 6:14 PM Administrative Assistant Porter left to notify anyone waiting that it would be an additional 5 minutes. There was one person waiting in the lobby and/or outside.

Mayor Struck reconvened the meeting at 6:19 PM.

Executive sessions are done in accordance with RCW 42.30.080

The meeting was adjourned at 6:19 PM to meet again on Monday, February 10, 2020 for the next regularly scheduled meeting at South Bend City Hall

Julie K. Struck
Mayor

ATTEST

Kim Porter
Administrative Assistant

DRAFT

2.05.020 Vacancies.

A. A resignation in the office of mayor or councilmember shall be accepted or announced only at an open and regular meeting of the council. The resignation may be oral or in writing. The resignation may be effective for a date in the future of the meeting that it is announced at. In the event that a councilmember is leaving the position due to being elected mayor, the upcoming opening will be announced at an open and regular meeting.

B. Any vacancy created under subsection (A) of this section shall be acted upon in the following order:

1. First regular meeting, read resignation and declare position open.
2. Second regular meeting, reading of names of candidates for opening.
3. Third regular meeting, reading of additional names of candidates and vote for candidates.

C. The council can establish by motion the procedures which it wishes to use to consider the best qualified candidate to fill the opening.

D. The resigning or terminated mayor or councilmember shall not vote on filling the vacancy created by his resignation or termination. The newly selected mayor or councilmember shall be eligible to begin serving immediately.

E. If a mayor or councilmember resigns, is terminated, or dies after an election, the new person elected to that position shall then be appointed to that seat immediately. (Ord. 1410, 2010; Ord. 1068 §§ 1, 2, 3, 1982).

Public Notice

Due to the resignation of Councilor Dale Little, South Bend Council Position #5 is vacant. The South Bend City Council invites all interested parties to submit a letter of interest to the Clerk/Treasurers office by 4:00 pm, February 21, 2020. The letter should contain why the applicant would like to serve on the South Bend City Council.

The South Bend City Council will conduct interviews and make a selection on March 9, 2020. Interviews will be conducted at 5:30 pm in the South Bend City Council Chambers. If the appointed individual desires to retain Council Position #5 they would have to file with the County Auditor in 2020 to complete the unexpired term.

Dee Roberts
Clerk/Treasurer
City of South Bend

Publish: 2/12 & 2/19

January 27, 2020

Madame Mayor, please accept this following as my official resignation letter from the South Bend City Council position 5 effective January 31, 2020. I would like to tell you how much better the council and the city are at this time. Thank you Mayor you are doing a great job, your leadership has been the difference.

A handwritten signature in cursive script that reads "Dale Little". The signature is written in black ink and is positioned above the printed name.

Dale Little

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.

For payroll purposes the *monthly* wage is based on 173.33 hours per month.

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, 2020 and shall continue through December 31, 2020.

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

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 \$66,570.00 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.

For payroll purposes the *monthly* wage is based on 173.33 hours per month.

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, 2020 and shall continue through December 31, 2020.

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 \$66,570.00 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.

For payroll purposes the *monthly* wage is based on 173.33 hours per month.

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, 2020 and shall continue through December 31, 2020.

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