

**City of South Bend Council Meeting**  
**Monday January 13, 2025 @ 5:30 pm**

1. Call to Order
2. Pledge of Allegiance
3. **Items from the Public**
4. Approval of Agenda and Consent Agenda  
Approval of Minutes: *Regular Meeting December 23rd, 2024*
5. Correspondence
6. *Personal Service Contract- Chief of Police (ACTION)*
7. *Personal Service Contract- City Supervisor/Building Inspector (ACTION)*
8. *Personal Service Contract- City Prosecuting Attorney (ACTION)*
9. *Professional Service Contract- Indigent Criminal Defendants (ACTION)*
10. *Intergovernmental Agreement for Courtroom Security Services (ACTION)*
11. *Mayor Pro Tem (ACTION)*
12. *2025 Council Committees*
13. Department Head Reports:
  - i) Police Chief Stigall
  - ii) City Supervisor Houk
  - iii) Fire Chief McGee
  - iv) Clerk/Treasurer Johnson
14. Mayor's Report
15. Public Comments – Current Agenda Items
16. Council Comments
17. Future Agenda Topics
18. 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 January 27, 2025 @ 5:30 PM in the South Bend Council Chambers unless otherwise notified.*

Unable to attend? Would you like to attend via Zoom?

Zoom Link <https://us02web.zoom.us/j/81819536402?pwd=bSypOPDLp2z9UnaHdZm4LyJeqMOVeJ.1>

**Meeting ID: 818 1953 6402 Password: 285844 Dial-In Phone Number: 1-253-215-8782**

If you would like to be added to our “Speakers List” your request must be received by 4:00 pm on January 13, 2025. Your request must include the following: meeting date, your first and last name, city of residence, agenda item(s) that you would like to provide comment on, and the telephone number you will be calling from. Please email this information to [david.johnson@southbend-wa.gov](mailto:david.johnson@southbend-wa.gov). \*Please note that the information you provide may be subject to disclosure pursuant to Washington State’s Public Record Act, chapter 42.56 RCW.

*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.*

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# **South Bend Council Meeting**

**Monday January 13, 2025**

## **CONSENT AGENDA**

1. Approval of Vendor Checks

**Vendors – Check #49345 thru Check #49386 - \$134,737.20 Including EFT Payments**

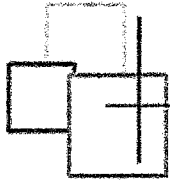
2. Approval of Payroll Checks

**Payroll – Check #25200 thru Check #25205 - \$185,263.27 Including Direct Deposit**

1/13/2025

		AMOUNT	
<b>EFT Pay</b>	<b>USDA RD</b>	<b>\$ 54,660.00</b>	WTP Upgrade Loan (Hand Pay 12-27-24)
49345	Aberdeen Office Supply	\$ 321.27	Office Supplies-City Hall \$321.27
49346	Ben Silva	\$ 250.00	Boot Allowance- PW- Hand Pay
49347	Borden's Auto Parts, Inc.	\$ 219.65	Repair/Maintenance- Water \$55.68, Sewer \$163.97
49348	Bud's Lumber & Electric	\$ 125.28	Fire - (Cleaning) \$17.51, Streets (Supplies) \$96.32, Parks (Restrooms) \$11.45
49349	Chris Orkney	\$ 250.00	Boot Allowance- PW- Hand Pay
49350	City of Raymond	\$ 19,522.86	Water Purchase - Raymond Intertie \$52.19, RWWTP USDA RDA Loan \$19470.67
49351	Coast Controls	\$ 1,786.50	Water - Impoundment Improvements
49352	Dennis Houk	\$ 250.00	Boot Allowance- PW- Hand Pay
49353	Department of Licensing	\$ 54.00	CPL Renewal-Houk, Inthasom, Scrim
<b>EFT Pay</b>	<b>Dept of Revenue - EFT Pay</b>	<b>\$ 8,449.03</b>	December 2024 Excise Tax on Water/Sewer
49354	Eric Fuller	\$ 1,000.00	Clothing/Boot Allowance-Police -Hand Pay
49355	Gerald Ashley	\$ 220.00	LEOFF 1 Benefits (Medical)
49356	Gray and Osborne	\$ 2,012.67	Professional Services- Water System Plan
49357	Hach Company	\$ 965.90	Water - Chemicals
49358	HD Fowler	\$ 1,685.69	Material and Supplies-Water
<b>EFT Pay</b>	<b>Invoice Cloud-E Pay</b>	<b>\$ 193.40</b>	December 2024 Portal Access Fee
49359	Jake Gerow	\$ 370.00	Boot Allowance, CDL Medical - PW- Hand Pay
49360	Jerry Miller	\$ 250.00	Boot Allowance- PW- Hand Pay
49361	Jordan Dockter	\$ 1,000.00	Clothing/Boot Allowance-Police -Hand Pay
49362	Justin Moran	\$ 100.00	Sewer - Repair Maintenance Equipment
49363	Kelly Spoor	\$ 250.00	Boot Allowance- PW- Hand Pay
49364	Lucas Stigall	\$ 1,000.00	Clothing/Boot Allowance-Police -Hand Pay
49365	Luis Gonzalez	\$ 1,000.00	Clothing/Boot Allowance-Police -Hand Pay
49366	LV Services	\$ 110.00	City Hall - Window Cleaning
49367	Midnight Frog Studio	\$ 162.30	Website Management
49368	Northwest Rock	\$ 1,120.38	Streets - Gravel
49369	Office of Financial Management	\$ 4,331.32	December 2024 Municipal Court Fines
<b>EFT Pay</b>	<b>ONLINE Information Services</b>	<b>\$ 23.20</b>	Credit Reporting-Water/Sewer
49370	Pete Hinton	\$ 130.00	Court Translation Services
49371	Pioneer Grocery	\$ 18.99	Cake / Office Party
49372	Pitney Bowes	\$ 395.10	Office Supplies - Red Ink (Postal Meter)
49373	Pitney Bowes Bank Reserve Account	\$ 1,000.00	Postage Meter Rental / Website Management
49374	PUD #2	\$ 8,612.76	All Depts

49375	South Bend Pharmacy	\$	14.60	Professional Services- Water \$ 14.60
49376	South Bend Police Reserves	\$	2,000.00	Clothing/Boot Allowance-Police -Hand Pay
49377	Steve's Front End	\$	1,562.69	Equipment Repair - Fire \$865.60 / Streets \$697.09
49378	Sunrise Pest Management	\$	168.80	City Hall & Fire Hall Pest Management
49379	Tim McGee	\$	250.00	Boot Allowance- PW- Hand Pay
49380	TMG Services	\$	1,422.34	Water - Materials & Supplies
49381	Vannara S Lim	\$	170.00	Court Translation Services
<i>EFT Pay</i>	<i>Verizon</i>	\$	686.88	All Departments
<i>EFT Pay</i>	<i>Visa</i>	\$	1,233.41	City Hall \$136.63 Muni Court \$257.73 Water \$700.61 Police \$138.74
49382	Vision Municipal Solutions	\$	15,041.90	Software Support and Contract \$14230.40, Misc Professional Service Water - \$405.76 Sewer - \$405.74
49383	WA Association Sheriffs & Police Chiefs	\$	60.00	Police - Chief Active Dues
49384	Walter Nelson Co	\$	133.03	Operating Supplies-Parks \$133.03
49385	Washington State Patrol	\$	13.25	Police - Background Check
49386	Willapa Harbor Herald	\$	140.00	Legals
	<b>TOTAL</b>		<b>\$134,737.20</b>	



# Register

Number	Name	Fiscal Description	Cleared	Amount
<u>25200</u>	Houk, Lloyd D	2024 - December - 2nd Council Meeting- December		\$1,750.00
<u>25201</u>	Houk, Lloyd D	2024 - December - 2nd Council Meeting- December		\$4,542.41
<u>25202</u>	Armada Corp.	2024 - December - 2nd Council Meeting- December		\$979.00
<u>25203</u>	Teamster's Local #252	2024 - December - 2nd Council Meeting- December		\$604.64
<u>25204</u>	Thorbeckes	2024 - December - 2nd Council Meeting- December		\$167.38
<u>25205</u>	Zoe Sowa-Coffee Fund	2024 - December - 2nd Council Meeting- December		\$49.00
<u>AFLAC-EFT-DECEMBER</u> <u>2024 PAYROLL</u>	AFLAC	2024 - December - 2nd Council Meeting- December		\$873.47
<u>AWC-EFT-DECEMBER</u> <u>2024 PAYROLL</u>	Association of WA Cities	2024 - December - 2nd Council Meeting- December		\$4,416.35
<u>December 2024 Draws</u>	Payroll Vendor	2024 - December - 2nd Council Meeting- December		\$16,400.00
<u>December 2024 Payroll</u>	Payroll Vendor	2024 - December - 2nd Council Meeting- December		\$58,650.35
<u>DRS-EFT-DECEMBER</u> <u>2024 PAYROLL</u>	Dept of Retirement Systems	2024 - December - 2nd Council Meeting- December		\$18,953.84
<u>EMPOWER-EFT- DECEMBER 2024</u> <u>PAYROLL</u>	Empower Retirement	2024 - December - 2nd Council Meeting- December		\$905.00
<u>IRS-EFT-DECEMBER</u> <u>2024 PAYROLL</u>	The Bank of the Pacific	2024 - December - 2nd Council Meeting- December		\$37,385.79
<u>LNI-EFT-DECEMBER</u> <u>2024 PAYROLL</u>	Dept of Labor & Industry	2024 - December - 2nd Council Meeting- December		\$3,745.53
<u>LTC-EFT-DECEMBER</u> <u>2024 PAYROLL</u>	LTC	2024 - December - 2nd Council Meeting- December		\$645.20
<u>NWA-EFT-DECEMBER</u> <u>2024 PAYROLL</u>	Washington Teamsters Welfare Trust	2024 - December - 2nd Council Meeting- December		\$18,982.65
<u>PD Holiday Pay 2024</u>	Payroll Vendor	2024 - December - 2nd Council Meeting- December		\$14,631.76
<u>PFML-EFT-DECEMBER</u> <u>2024 PAYROLL</u>	Employment Security Department	2024 - December - 2nd Council Meeting- December		\$739.24
<u>WASUP-EFT-DECEMBER</u> <u>2024 PAYROLL</u>	Washington State Support Registry	2024 - December - 2nd Council Meeting- December		\$297.73
<u>WCIF-EFT-DECEMBER</u> <u>2024 PAYROLL</u>	Washington Counties Insurance Fund	2024 - December - 2nd Council Meeting- December		\$543.93
				<b>\$185,263.27</b>

**CITY OF SOUTH BEND 12/23/2024**  
**Meeting # 852 7590 2735**

**1-2. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The council meeting was called to order by Mayor Struck at 5:30 pm. Members present, Mayor Struck, Councilor Kuiken (Via Zoom), Councilor Manlow, Councilor Corcoran (Via Zoom), Councilor Davis, and Councilor Willimas, Police Chief Stigall, City Supervisor Houk (Via Zoom), and Clerk/Treasurer Sowa and Johnson. Fire Chief McGee was absent (excused)

**3. ITEMS FROM THE PUBLIC-NONE**

**4. APPROVAL OF AGENDA, CONSENT AGENDA AND APPROVAL OF MINUTES-**

A motion was made by Councilor Corcoran to approve the Agenda, the Consent Agenda and the minutes of the December 23, 2024, regular meeting. Motion carried. **Vote: Ayes-5, Noes-0, Absent- 0.**

**Vendors – Check #49323 thru Check #49344 - \$73,898.48 Including EFT Payments**

**5. CORRESPONDENCE-NONE**

**6. ORDINANCE #1602 – AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF SOUTH BEND, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025**

Councilor Williams made a motion to adopt Ordinance #1602. Motion carried. **Vote: Ayes-5, Noes-0, Absent- 0.**

**7. ORDINANCE #1603 - AN ORDINANCE ADOPTING REVISED APPROPRIATIONS AND EXPENDITURES MADE IN THE CALENDAR YEAR 2024 FOR THE CITY OF SOUTH BEND, WASHINGTON**

Councilor Manlow made a motion to adopt Ordinance #1603. Motion carried. **Vote: Ayes-5, Noes-0, Absent- 0.**

**8. TIMBERLAND LIBRARY CONTRACT - DISCUSSION**

Contract was viewed. Mayor Struck stated that it would take a poll with at minimum, 25% of South Bend's voting population in agreement to altering the current contract to move forward with the process.

**9. SUMMIT AVE BATHROOMS EASEMENT AGREEMENT - DISCUSSION**

Agreement was viewed. No further discussion was proposed.

**10. DEPARTMENT HEAD REPORT -**

Chief Stigall commented on the Police Department's annual Night Shoot. It was Officer Dockter's first time leading and he did a "wonderful job". Other participating agencies

commented on a job well done also. On other business, Sgt. Gonzales has looked over the department's annual training requirements and all is in order for 2024.

**11. MAYOR'S REPORT**

Mayor Struck commented on the fact that this would be Zoe Sowa's last meeting as Clerk / Treasurer. The City will hold a farewell work party on the 31<sup>st</sup> at 11:00am for her. The Mayor gave her thanks and stated that Zoe would be missed.

**12. PUBLIC COMMENT – CURRENT AGENDA ITEMS- NONE**

**13. COUNCIL COMMENTS**

The Council in agreement stated, good luck to Zoe on her new job plus Merry Christmas and a Happy New Year to all.

**14. FUTURE AGENDA TOPICS – NONE**

**15. ADJOURNMENT-**

The meeting was adjourned at 5:37 PM to meet again on Monday January 13, 2025 for a regular council meeting at South Bend City Hall.

\_\_\_\_\_  
**Julie Struck**  
**Mayor**

**ATTEST:** \_\_\_\_\_  
**David Johnson**

# PERSONAL SERVICES CONTRACT

## Chief of Police

This employment agreement between the Mayor and City Council of South Bend, Washington and the Chief of Police, Lucas W. Stigall, 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 \$90,722.86 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 300 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, 2025 and shall continue through December 31, 2025.

\_\_\_\_\_  
Julie K. Struck, Mayor

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lucas W. Stigall, Police Chief

\_\_\_\_\_  
12-17-2024  
Date

Attest: \_\_\_\_\_  
David Johnson, Clerk/Treasurer

\_\_\_\_\_  
Date

Approved as To Form: \_\_\_\_\_  
Robert Zienemann, 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 \$89,641.35 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, an annual salary of \$8,418.51 (The annual salary shall increase by any annual increases afforded City of South Bend employees) 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, 2025 and shall continue through December 31, 2025.

\_\_\_\_\_  
Julie K. Struck, Mayor

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dennis Houk, City Supervisor/Building Inspector

12/17/24  
\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
David Johnson, Clerk/Treasurer

\_\_\_\_\_  
Date

Approved As To Form: \_\_\_\_\_  
Robert Zienemann, City Attorney

\_\_\_\_\_  
Date

## **CONTRACT FOR PROFESSIONAL SERVICES CITY PROSECUTING ATTORNEY**

This agreement is entered into between the City of South Bend, Washington, an Optional Municipal Code City operating under the Mayor-Council Plan of Government as defined by Chapter 35A.12 of the Revised Code of Washington, and Jacqueline Stone, c/o Stone Law Firm, LLC, 12621 SE 42<sup>nd</sup> St Bellevue, WA 98006.

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

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

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

### **I. SCOPE OF SERVICES:**

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

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

### **II. COMPENSATION (AS INDEPENDENT CONTRACTOR)**

For the services rendered pursuant to this agreement the city will provide the Prosecuting Attorney with a monthly payment of \$1,400.00 excluding sales tax.

In addition, the Prosecuting Attorney shall receive for bench or jury trials which are held on a date other than the regular arraignment/motion calendar the sum of \$350 the first half day of trial and \$250 each subsequent half day of trial.

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

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

### **III. COMPLIANCE WITH LAWS**

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

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

### **IV. NON-DELEGATION**

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

### **V. DURATION**

The term of this agreement shall begin on January 1, 2025 and shall terminate on December 31, 2025 unless sooner terminated according to provisions herein.

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

### **VI. HOLD HARMLESS AND INDEMNIFICATION**

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

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

### **VII. TERMINATION**

**A. Termination for Convenience:**

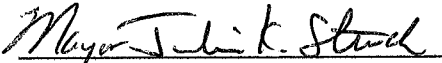
The City of South Bend or the Prosecuting Attorney may terminate this agreement by at least thirty (30) days written notice.

**B. Termination for Cause:**


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

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

**FOR THE CITY OF SOUTH BEND:**

  
\_\_\_\_\_  
Julie K. Struck, Mayor

**PROSECUTING ATTORNEY:**

  
\_\_\_\_\_  
Jacqueline Stone

**ATTEST:**

\_\_\_\_\_  
David Johnson, Clerk/Treasurer

## **CONTRACT FOR LEGAL SERVICES FOR INDIGENT CRIMINAL DEFENDANTS**

This agreement is entered into between the City of South Bend, Washington, an Optional Municipal Code City operating under the Mayor-Council Plan of Government as defined by Chapter 35A.12 of the Revised Code of Washington, and Jonathan Quittner, P.O. Box 748, Ilwaco, WA 98624.

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

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

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

### **I. SCOPE OF SERVICES:**

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

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

### **II. COMPENSATION (AS INDEPENDENT CONTRACTOR)**

For the services rendered pursuant to this agreement the City will provide the Public Defender with a monthly payment of \$1,000.00 excluding sales tax.

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

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

### **III. COMPLIANCE WITH LAWS**

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

### **IV. NON-DELEGATION**

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

### **V. DURATION**

The term of this agreement shall begin on January 1, 2025 and shall terminate on December 31, 2025 unless sooner terminated according to provisions herein.

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

### **VI. HOLD HARMLESS AND INDEMNIFICATION**

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

### **VII. TERMINATION**

**A. Termination for Convenience:**

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

**B. Termination for Cause:**

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

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

**FOR THE CITY OF SOUTH BEND:**

**PUBLIC DEFENDER:**

\_\_\_\_\_  
Julie K. Struck, Mayor

\_\_\_\_\_  
Jonathan Quittner

**ATTEST:**

\_\_\_\_\_  
David Johnson, Clerk/Treasurer

**INTERGOVERNMENTAL AGREEMENT**  
**for**  
**COURTROOM SECURITY SERVICES**

This AGREEMENT is by and between North District Court (COUNTY), P O Box 134, South Bend, WA 98586 and City of South Bend (CONTRACTOR), P O Drawer 9, South Bend, WA 98586.

The COUNTY may occasionally have need for Courtroom Security Services (SERVICES). SERVICES are defined as Courtroom Security when the court is in session. The CONTRACTOR has the ability to perform these SERVICES. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** The CONTRACTOR agrees to provide SERVICES on an as-needed basis. The COUNTY will attempt to provide the CONTRACTOR with twenty-four (24) hours of notice if SERVICES are needed.
2. **RESPONSIBILITIES.** The CONTRACTOR agrees to provide SERVICES as follows:
  - A. Provide one commissioned officer as needed when court is in session.
  - B. Arrive thirty (30) minutes prior to court being called to order.
  - C. Provide for the safety & security of staff and citizens.
  - D. If requested, place defendants in custody and escort to Pacific County Jail.
3. **PAYMENT.** The CONTRACTOR shall invoice the COUNTY on a monthly basis. Invoices shall include detailed description of SERVICES provided. The COUNTY shall pay the CONTRACTOR as follows:
  - A. Three hundred dollars (\$300.00) for the first four (4) hours.
  - B. One hundred dollars (\$100.00) for every hour thereafter.
4. **TERM.** The term of the AGREEMENT shall be effective on the date signed by both parties and for a period of three (3) months. This Agreement may be extended for additional three (3) months if desired by both parties.
5. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the CONTRACTOR is an is not an employee of the COUNTY. The COUNTY will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the CONTRACTOR.
6. **MUTUAL INDEMNIFICATION.** Each party agrees to and shall defend, indemnify and hold harmless the other party, its officials, officers, agents and employees from and against all claims, losses, damages, judgments, or liabilities of whatever nature, including any portion thereof, arising from or related to the Indemnifying party's acts, omissions, or performance under this Agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this Agreement, the parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.
7. **NOTICES.** All notices required or permitted under this AGREEMENT shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid.
8. **ENTIRE AGREEMENT.** This AGREEMENT contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written.
9. **TERMINATION.** The CONTRACTOR 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.
10. **SEVERABILITY.** If any provision of this AGREEMENT shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this AGREEMENT is invalid or unenforceable, but that by limiting such provision it

would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this AGREEMENT shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this AGREEMENT.
12. **APPLICABLE LAW.** This AGREEMENT shall be governed by the laws of the State of Washington. Any suit brought regarding this agreement shall be filed in Pacific County Washington.
13. **PUBLIC RECORDS ACT.** This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

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

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF SOUTH BEND**

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

**NORTH DISTRICT COURT  
PACIFIC COUNTY, WASHINGTON**

\_\_\_\_\_  
Honorable Scott Harmer Date

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

\_\_\_\_\_  
Jerry Doyle, Chair

**ATTEST**

\_\_\_\_\_  
Amanda Bennett Date  
Clerk of the Board

**2025 Council Committee's**

Mayor Struck

*Chair – Streets*

*Chair – Public Works*

*Chair – Finance*

Council Position #1

Wyatt Kuiken

*\*Fire Dept.*

*\*Docks/Parks*

*\*Finance*

Council Position #2

Darren Manlow (Mayor Pro Tem)

*\*Streets*

*\*Police*

Council Position #3

Patricia Corcoran

*\*Finance*

*\*Public Works*

*\*RWCC*

Council Position #4

Jan Davis

*\*Fire Dept.*

*\*Public Works*

*\*Parks*

*\*Housing Authority Rep.*

Council Position #5

Clarence Williams

*\*Police*

*\*Streets*

*\*CWCOG Alternate*