GOLDENDALE CITY COUNCIL
REGULAR MEETING
JANUARY 4, 2016
7:00PM

A. Call to Order
   1. Pledge of Allegiance

B. Roll Call
   1. Oath of Office
      a. Michael Canon
      b. Guy Theriault
      c. Andy Halm
      d. John Sullivan

C. Public Hearing

D. Agenda
   1. Approval of Agenda
   2. ConsentAgenda
      a. Approval of Minutes
      b. Claims
      c. Payroll
      d. Other

E. Presentations

F. Department Reports

G. Council Business
   1. Interlocal agreement for LED streetlight replacement
   2. Interlocal agreement for Jail Services
   3. Interlocal agreement for Dispatch Services
   4. Agreement for Janitorial Services
   5. Vacation balance carryover for Reggie Bartkowski
   6. Designation for Mayor Pro Tempore
   7. Designation of Council Committee Members

H. Resolutions
I. Ordinances
J. Report of Officers and City Administrator

K. Public Comment

L. Executive Session

M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON TUESDAY, JANUARY 19, 2016 AT 7:00PM.

AGENDA TITLE: CONSENT AGENDA

DATE: JANUARY 4, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION._____..:.....:X;__

RESOLUTION_____ OTHER_____

MOTION_____X.:..._____

EXPLANATION:
The consent agenda includes the following:
Minutes of the December 21, 2015 regular council meeting, first pay period December checks #45443- 45554, 900557, 900565 in the amount of $90,379.55, January 4, 2016 claims checks #45557- 45586, 900559 in the amount of $29,807.27.

FISCAL IMPACT:
Payroll checks in the amount of $90,379.55, claims checks in the amount of $29,807.27.

ALTERNATIVES:
Approve the consent agenda.
Remove certain items from the consent agenda for further discussion.

STAFF RECOMMENDATION:
Approve the consent agenda

MOTION:

I MOVE TO APPROVE THE CONSENT AGENDA.

GOLDENDALE CITY COUNCIL
REGULAR MEETING
DECEMBER 21, 2015
7:00PM

Mayor Michael Canon called to order the regular meeting of the Goldendale City Council followed by the Pledge of Allegiance.

ROLL CALL

7:02:43 PM

PRESENT:	Council Member Lucille Bevis
	Mayor Michael A Canon
	Council Member Len Crawford
	Council Member Andy Halm
	Council Member Gary Hoctor
	Council Member Deanna Luth
	Council Member Guy Theriault
	Council Member Carmen Knopes
STAFF:	City Administrator Larry Bellamy
	Clerk-Treasurer Connie Byers
	Public Works Director Karl Enyeart
	Deputy Fire Chief Noah Halm
	Police Chief Reggie Bartkowski
	Youth Liaison Hanna Hoffman
ABSENT:	None

AGENDA AND CONSENT AGENDA

It was moved by Council Member Guy Theriault, seconded by Council Member Deanna Luth, to approve the agenda and consent agenda.

7:02:56 PM

AYES:	Council Member Lucille Bevis
	Council Member Len Crawford
	Council Member Andy Halm
	Council Member Gary Hoctor
	Council Member Deanna Luth
	Council Member Guy Theriault
	Council Member Carmen Knopes
NAYS:	None.

MOTION CARRIED UNANIMOUSLY 7-0.

DEPARTMENT REPORTS

Reggie reported on the amount of calls for the year, thefts around town and invited council to attend the active shooter training. He then thanked the Sheriffs office for their help on calls and for covering for the Police Department for two hours so everyone could attend the department Christmas Party.

Karl reported on the timber harvest and the WCNIP.

COUNCIL BUSINESS

Change Order 3rd and King Street Project
Karl explained the reason for change order #4.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to accept change order #4 for the 3rd and King Street Project.

7:14:17 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Deanna Luth
Council Member Guy Theriault
Council Member Carmen Knopes

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

2016 Timer Harvest Tree Planting
Karl recommended approval of purchasing tree seedlings.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to approve the purchase of western larch seedlings from IFA Nurseries, Inc. in the amount of $8,850.00 plus sales tax.

7:16:04 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Deanna Luth
Council Member Guy Theriault
Council Member Carmen Knopes

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

Interfund Loan Agreement-Restroom Facility
Larry recommended approval of the interfund loan agreement.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to authorize the Mayor to sign the interfund loan agreement loaning funds from the water/sewer fund to the parks fund in the amount of $50,000.00.

7:18:44 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Deanna Luth
Council Member Guy Theriault
Council Member Carmen Knopes

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

Interfund Loan Agreement-Bridge Repair
Larry recommended approval of the interfund loan agreement.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to authorize the Mayor to sign the interfund loan agreement loaning funds from the water/sewer fund to the streets fund in the amount of $30,000.00.

7:20:45 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Deanna Luth
Council Member Guy Theriault
Council Member Carmen Knopes

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

Interfund Loan Agreement- WCNIP
Larry recommended approval of the interfund loan agreement.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to authorize the Mayor to sign the interfund loan agreement loaning funds from the water/sewer fund to the streets fund in the amount of $200,000.00.

7:22:50 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford

Council Member Andy Halm
Council Member Gary Hoctor
Council Member Deanna Luth
Council Member Guy Theriault
Council Member Carmen Knopes

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

Cabaret Applications

Larry recommended approval of the cabaret applications for the Top Hat, American Legion and Hotrods Bar and Grill.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to approve an annual cabaret license for 2016 for the Top Hat, American Legion and Hotrods Bar and Grill.

7:24:22 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Deanna Luth
Council Member Guy Theriault
Council Member Carmen Knopes

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

RESOLUTIONS

Acceptance of the Work Done by POW Contracting, Inc on the 3rd and King Project

Karl recommended that council accept the work done by POW on the 3rd and King Project.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to approve resolution no. 645 regarding the matter of acceptance of the work done by POW Contracting, Inc on the 3rd and King Street Project.

7:25:29 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Deanna Luth
Council Member Guy Theriault
Council Member Carmen Knopes

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

Acceptance of the Work Done by Riley Brothers, Inc on the Mill Street Bridge Repair Project

Karl recommended that council accept the work done by Riley Brothers, Inc on the Mill Street Bridge Repair Project.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to approve resolution no. 646 regarding the matter of acceptance of the work done by Riley Brothers, Inc on the Mill Street Bridge Repair Project.

7:26:48 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Deanna Luth
Council Member Guy Theriault
Council Member Carmen Knopes

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

Protecting Individuals Engaged in Nonviolent Civil Rights Demonstration

Karl explained this is necessary to receive CDBG monies and recommended approval of the resolution.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to approve resolution no. 647 adopting a policy protecting individuals engaged in nonviolent civil rights demonstration.

7:29:54 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Deanna Luth
Council Member Guy Theriault
Council Member Carmen Knopes

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

Residential Anti-Displacement and Relocation Assistance

Karl explained this resolution is also necessary to receive CDBG monies and recommended approval of the resolution.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to approve resolution no 648 adopting a plan for residential anti-displacement and relocation assistance as a direct result of activities assisted with funds provided under the housing and community development act of 1974.

7:30:58 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Deanna Luth
Council Member Guy Theriault
Council Member Carmen Knopes

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

Revised Personnel Job Descriptions

Larry explained that we no longer need a reference to Public Safety Director in the Police Chief job description and recommended approval of the resolution.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to approve resolution no. 649 adopting revised personnel job descriptions for the City of Goldendale.

7:32:38 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Deanna Luth
Council Member Guy Theriault
Council Member Carmen Knopes

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

ORDINANCES

Repeal of Public Safety Director References

Larry explained that not only did we have a resolution for the Public Safety Director we also changed our ordinance as well. This ordinance is to repeal our municipal code Chapter 2.34.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to adopt ordinance no. 1457 repealing the Goldendale Municipal Code which added a new Chapter 2.34 Public Safety Director and waive the second reading.

7:34:24 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Deanna Luth
Council Member Guy Theriault
Council Member Carmen Knopes

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

2015 4th Quarter Budget Amendment

Larry recommended council to adopt ordinance 1458.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to adopt ordinance no. 1458 authorizing changes to the 2015 budget document and to waive the second reading.

7:36:43 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Deanna Luth
Council Member Guy Theriault
Council Member Carmen Knopes

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

2016 Budget

Larry explained key points of the budget and recommended council to adopt the ordinance.

It was moved by Council Member Gary Hoctor, seconded by Council Member Deanna Luth, to adopt ordinance no. 1459 adopting the budget for the City of Goldendale, Washington for the fiscal year ending December 31, 2016.

7:42:57 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Deanna Luth
Council Member Guy Theriault
Council Member Carmen Knopes

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

REPORT OF OFFICERS AND CITY ADMINISTRATOR

Deanna said her farewells to the council.

Each councilmember thanked Deanna for her work and wished her well.

Mayor Canon reported that we are starting up the Airport Committee again.

Larry said goodbye to 2015 and let's look forward to 2016

PUBLIC COMMENT

Terry Luth thanked Reggie for setting up the toy drive. Also I would like help with getting a homeless or handicapped military veteran to work as a mechanic.

Ken McKune talked about potholes around the city.

ADJOURNMENT

It was moved by Council Member Len Crawford, seconded by Council Member Guy Theriault, to adjourn the meeting.

7:57:15 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Deanna Luth
Council Member Guy Theriault
Council Member Carmen Knopes

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

_____
Michael A Canon, Mayor

_____
Connie Byes, Clerk-Treasurer

Register

Fiscal: 2015
Deposit Period: 2015 - Dec 2015
Check Period: 2015 - Dec 2015 - Second Council Dec 2015

Number	Name	Print Date	Clearing Date	Amoun
Columbia State Bank	20016310			
Check				
45557	Aramark Uniform Serv Inc	1/4/2016		$324.98
45558	AT&T Mobility	1/4/2016		$67.02
45559	Avista Utilities	1/4/2016		$1,287.99
45560	Bishop Sanitation Inc	1/4/2016		$187.50
45561	Book Nook, The	1/4/2016		$173.24
45562	Centurylink AZ	1/4/2016		$167.00
45563	Enviro-Ciean Equipment Inc	1/4/2016		$1,024.79
45564	Galls	1/4/2016		$1,484.05
45565	General Store	1/4/2016		$507.21
45566	Golden Graphics Sign Company	1/4/2016		$779.38
45567	Goldendale Exhaust LLC	1/4/2016		$16.07
45568	Goldendale Tire Center	1/4/2016		$468.59
45569	Gorge Networks	1/4/2016		$1,111.62
45570	Gwendolyn L Grundei IFA	1/4/2016		$4,000.00
45571	Nurseries Inc International	1/4/2016		$4,425.00
45572	Code Council Kemp, Don	1/4/2016		$135.00
45573	Peterson	1/4/2016		$104.90
45574	Pocket Press Inc Quill	1/4/2016		$95.02
45575	Corporation Richard	1/4/2016		$188.79
45576	Orthmann Riley	1/4/2016		$212.44
45577	Brothers Inc Sargent	1/4/2016		$48.36
45578	Engineers Inc	1/4/2016		$299.60
45579	Schaeffer-MFG Co	1/4/2016		$1,287.74
45580	Sealkote Plus	1/4/2016		$841.46
45581	Shell	1/4/2016		$258.00
45582	Taser International	1/4/2016		$3,180.38
45583	Vision Municipal Solutions Lie	1/4/2016		$45.10
45584	Washington State Patrol	1/4/2016		$952.70
45585	Wind River Office Cleaning	1/4/2016		$1,284.00
45586	US Bank	1/4/2016		$1,321.67
900559		1/4/2016		$3,527.67
		Total	Check	$29,807.27
		Total	20016310	$29,807.27
		Grand Total		$29,807.27

CITY OF GOLDENDALE
CLAIMS REGISTER

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as shown on Voucher numbers 45557 through 45586, 900559 in the amount of$29,807.27, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 29th day ofDecember, 2015.

Connie Byers
Clerk-Treasurer

Register Activity

Fiscal: 2015
Period: 2015- Dec 2015
Council Date: 2015 - Dec 20 Council Dec 2

Reference		Amo
Reference Number: 45557	Aramark Uniform Serv Inc	
862037460	11/4/2015	
862037462	11/4/2015	
862037464	11/4/2015	
862048637	11/11/2015	
862048640	11/11/2015	
862048642	11/11/2015	
862059878	11/18/2015	
862059880	11/18/2015	
862059882	11/18/2015	
862071037	11/25/2015	
862071040	11/25/2015	
862071042	11/25/2015	
Reference Number: 45558	AT&T Mobility	
287258483135X12182015	12/10/2015	
Reference Number: 45559	Avista Utilities	
Invoice- 12/30/2015 9:01:24 AM	12/30/2015	
Reference Number: 45560	Bishop Sanitation Inc	
45636	12/23/2015	
45682	12/23/2015	
Reference Number: 45561	Book Nook, The	
669816	12/7/2015	
Reference Number: 45562	Centurylink AZ	
Invoice- 12/30/2015 9:37:35 AM	12/30/2015	
Reference Number: 45563	Enviro-Ciean Equipment Inc	
515-121007	12/10/2015	
Reference Number: 45564	Galls	
5271791	12/29/2015	
5278408	12/29/2015	

Reference Number: 45565	General Store	$507.21	
Invoice- 12/30/201510:44:52 AM	12/30/2015	$507.21	Trunk or Treat Reimbursement
Reference Number: 45566	Golden Graphics Sign Company	$779.38	
1126	12/22/2015	$80.63	K9 Vehicle
1127	12/22/2015	$698.75	Vehicle Decals
Reference Number: 45567	Goldendale Exhaust LLC	$16.07	
102679	12/10/2015	$16.07	Pipe Bent
Reference Number: 45568	Goldendale Tire Center	$468.59	
285503	12/1/2015	$468.59	Interstate Batteries
Reference Number: 45569	Gorge Networks	$1,111.62	
1-1426470	12/17/2015	$1,111.62	Land Lines
Reference Number: 45570	Gwendolyn L Grundei	$4,000.00	
Invoice- 12/30/2015 9:55:13 AM	12/30/2015	$4,000.00	December Services
Reference Number: 45571	IFA Nurseries Inc	$4,425.00	
23783	11/30/2015	$4,425.00	Contract Advance on AX6426
Reference Number: 45572	International Code Council	$135.00	
3076918	12/8/2015	$135.00	Member Dues
Reference Number:45573	Kemp, Don	$104.90	
Invoice- 12/30/2015 10:12:55 AM	12/30/2015	$104.90	Medicare
Reference Number: 45574	Peterson	$95.02	
PC160025060	12/11/2015	$95.02	Pump, Gasket Lift
Reference Number: 45575	Pocket Press Inc	$188.79	
81544	12/22/2015	$188.79	Criminal Laws, Traffic Laws
Reference Number: 45576	Quill Corporation	$212.44	
1047062	12/1/2015	$130.54	Binder, Paper, Folders
1092726	12/2/2015	$27.51	Paper
1555532	12/16/2015	$54.39	Febreze, Glade Plugin, Sponge
Reference Number: 45577	Richard Orthmann	$48.36	
2273586-10/01/15	10/1/2015	$4.00	Meds
2273587-10/01/15	10/1/2015	$4.00	Meds
7422762-10/01/15	10/1/2015	$15.00	Meds
7427225-10/30/15	10/30/2015	$1.68	Meds
7427225-12/01/15	12/1/2015	$1.68	Meds

Refere		Amount	Note
Reference Number: 45577	Richard Orthmann	$48.36	
7427227-10/30/15	10/30/2015	$4.00	Meds
7427227-12/01/15	12/1/2015	$4.00	Meds
7427228-10/30/15	10/30/2015	$4.00	Meds
7427228-12/06/15	12/6/2015	$4.00	Meds
7427229-10/30/15	10/30/2015	$3.00	Meds
7427229-12/01/15	12/1/2015	$3.00	Meds
Reference Number: 45578	Riley Brothers Inc	$299.60	
11247	11/18/2015	$299.60	Small Bark Nugets
Reference Number: 45579	Sargent Engineers Inc	$1,287.74	
30212	12/21/2015	$1,287.74	Mill Street Bridge
Reference Number: 45580	Schaeffer MFG Co	$841.46	
TY15939-INV1	12/11/2015	$841.46	Oil
Reference Number: 45581	Sealkote Plus	$258.00	
1670.1	10/20/2015	$258.00	Patch Street Cuts
Reference Number: 45582	Shell	$3,180.38	
3448512	12/25/2015	$3,180.38	Fuel
Reference Number: 45583	Taser International	$45.10	
SI1422716	12/22/2015	$45.10	XDPM Battery Pk
Reference Number: 45584	Vision Municipal Solutions Lie	$952.70	
3332	12/21/2015	$952.70	Utility Bill Mailing
Reference Number: 45585	Washington State Patrol	$1,284.00	
T1600052	12/4/2015	$1,284.00	Lodging, Meals
Reference Number: 45586	Wind River Office Cleaning	$1,321.67	
333	12129/2015	$1,321.67	December Services
Reference Number: 900559	US Bank	$3,527.67	
Invoice - 12/23/2015 3:36:48 PM	12/23/2015	$3,527.67	Visa Payment

Register

Number	Name	Fiscal	cription	Cleared	AIII()UO
45443	Bartkowski, Reggie	2015 - Dec 2015 - First Council Dec 2015			$1,526.14
45444	Berkshire, Stan	2015 - Dec 2015 - First Council Dec 2015			$1,232.92
45445	Bowen, Jeremy J	2015 - Dec 2015 - First Council Dec 2015			$574.89
45446	Byers, Connie L	2015 - Dec 2015 - First Council Dec 2015			$1,072.37
45447	Casey, Brian P	2015 - Dec 2015 - First Council Dec 2015			$616.37
45448	Cooke, Robert C	2015 - Dec 2015 - First Council Dec 2015			$1,354.94
45449	Dyment, Kevin	2015 - Dec 2015 - First Council Dec 2015			$1,556.28
45450	Lucatero, Leo B	2015- Dec 2015 - First Council Dec 2015			$1,344.26
45451	Oswalt, Bert F	2015 - Dec 2015 - First Council Dec 2015			$1,042.52
45452	Smith, Michael L	2015- Dec 2015- First Council Dec 2015			$1,062.35
45453	Wells, Sandy R	2015 - Dec 2015 - First Council Dec 2015			$425.13
45454	Dept of Retirement	2015 - Dec 2015 - First Council Dec 2015			$506.06
45455	Employment Security	2015 - Dec 2015 - First Council Dec 2015			$30.98
45510	Bartkowski, Reggie	2015- Dec 2015- First Council Dec 2015			$2,726.90
45511	Bellamy, Larry D	2015 - Dec 2015 - First Council Dec 2015			$1,681.81
45512	Berkshire, Stan	2015 - Dec 2015 - First Council Dec 2015			$2,037.58
45513	Bevis, Lucille A	2015 - Dec 2015 - First Council Dec 2015			$46.01
45514	Bowen, Jeremy J	2015- Dec 2015- First Council Dec 2015			$1,375.57
45515	Byers, Connie L	2015- Dec 2015- First Council Dec 2015			$1,791.63
45516	Canon, Michael A	2015 - Dec 2015 - First Council Dec 2015			$446.73
45517	Casey, Brian P	2015 - Dec 2015 - First Council Dec 2015			$1,306.55
45518	Cooke, Robert C	2015 - Dec 2015 - First Council Dec 2015			$1,910.98
45519	Crawford, Leonard C	2015 - Dec 2015 - First Council Dec 2015			$46.01
45520	Dyment, Kevin	2015- Dec 2015- First Council Dec 2015			$1,933. 27
45521	Enyeart, Karl A	2015- Dec 2015 - First Council Dec 2015			$2,606.10
45522	Fitzgibbons, Thomas R	2015 - Dec 2015- First Council Dec 2015			$453.49
45523	Foster, Michelle L	2015- Dec 2015- First Council Dec 2015			$100.91
45524	Frantum, Douglas	2015- Dec 2015- First Council Dec 2015			$1,478.45
45525	Garcia, Juan C	2015 - Dec 2015 - First Council Dec 2015			$1,162.42
45526	Grimes, Karen M	2015 - Dec 2015 - First Council Dec 2015			$1,270.94
45527	Halm, Andrew J	2015- Dec 2015- First Council Dec 2015			$46.01
45528	Halm, Noah M	2015 - Dec 2015- First Council Dec 2015			$317.17
45529	Hoctor, Gary Robert	2015- Dec 2015- First Council Dec 2015			$46.01
45530	Hunziker, Jay Allen	2015 - Dec 2015 - First Council Dec 2015			$1,785.68
45531	Hutchins, Maria P	2015- Dec 2015- First Council Dec 2015			$1,669.18
45532	Isler, Jay W	2015 - Dec 2015 - First Council Dec 2015			$1,584.74
45533	Lucatero, Leo B	2015 - Dec 2015 - First Council Dec 2015			$1,926.03
45534	Luth, Deanna L	2015 - Dec 2015 - First Council Dec 2015			$46.01
45535	O'Connor, Andrew F	2015 - Dec 2015 - First Council Dec 2015			$2,267.35

45536	Oswalt, Bert F	2015 - Dec 2015 - First Council Dec 2015	$1,945.73
45537	Perez, Benjamin A	2015 - Dec 2015 - First Council Dec 2015	$1,131.52
45538	Pineda, Eric M	2015 - Dec 2015 - First Council Dec 2015	$27.91
45539	Randall, Steven A	2015 - Dec 2015 - First Council Dec 2015	$204.84
45540	Shelton, Kelsey A	2015 - Dec 2015 - First Council Dec 2015	$1,386.97
45541	Smith, Michael L	2015 - Dec 2015- First Council Dec 2015	$2,045.39
45542	Stelljes, Michael S	2015 - Dec 2015 - First Council Dec 2015	$1,564.71
45543	Sullivan, Donald L	2015 - Dec 2015 - First Council Dec 2015	$55.82
45544	Theriault, Guy R	2015- Dec 2015- First Council Dec 2015	$46.01
45545	Thompson, Robert L	2015 - Dec 2015 - First Council Dec 2015	$1,341.63
45546	Wells, Sandy R	2015- Dec 2015- First Council Dec 2015	$1,133.44
45547	Council Trust Acct.	2015 - Dec 2015 - First Council Dec 2015	$909.13
45548	Deferred Comp Program	2015- Dec 2015- First Council Dec 2015	$80.00
45549	Dept of Labor & Industries	2015 - Dec 2015 - First Council Dec 2015	$2,758.65
45550	Dept of Retirement	2015 - Dec 2015 - First Council Dec 2015	$9,346.77
45551	Employment Security	2015 - Dec 2015 - First Council Dec 2015	$123.68
45552	Goldendale, City of	2015 - Dec 2015 - First Council Dec 2015	$100.00
45553	ICMA Retirement Trust (Plan 302195)	2015 - Dec 2015 - First Council Dec 2015	$112.50
45554	Washington State Support Registry	2015 - Dec 2015 - First Council Dec 2015	$27.91
900557	City of Goldendale	2015 - Dec 2015 - First Council Dec 2015	$4,688.05
900565	City of Goldendale	2015 - Dec 2015 - First Council Dec 2015	$16,940.15
			$90,379.55

AGENDA BILL: G1

AGENDA TITLE: Interlocal Agreement for LED Streetlight replacement

DATE: January 4, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X____

RESOLUTION_____ OTHER_____

MOTION_____:X:_____

EXPLANATION: See Karl Enyeart's memo recommending approval of an Interlocal agreement with Public Utility District No 1 of Klickitat County for installation LED streetlights

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION: I MOVE TO APPROVE AN INTERLOCAL AGREEMENT WITH THE PUBLIC UTILITY DISTRICT NO 1 OF KLICKITAT COUNTY FOR INSTALLATION OF LED STREETLIGHTS

City of Goldendale

Memo

To: Mayor and Council
From: Karl Enyeart, PE, Public Works Director
CC: Larry Bellamy, City Administrator
Date: 1/4/2016
Re: Interlocal agreement for **LED** streetlight replacement

The City received a grant from the Transportation Improvement Board for the replacement of our High Pressure Sodium Lights with **LED** lights. The grant requires the City to enter into an interlocal agreement outlining the responsibilities of each agency. The attached interlocal agreement covers this provision and allows us to move forward with the bidding process for the street light replacement.

I recommend approval of this interlocal agreement.

When recorded, return to:
City of Goldendale
Larry Bellamy, City Administrator
1103 South Columbus
Goldendale, WA 98620

INTERLOCAL AGREEMENT
FOR STREET LIGHT UPGRADE

THIS AGREEMENT by and between the PUBLIC UTILITY DISTRICT NO. 1 OF KLICKITAT COUNTY , also known as, Klickitat PUD, a special purpose district, hereinafter referred to as the "PUD," and the CITY OF GOLDENDALE, a municipal corporation, hereinafter referred to as the "City," pursuant to the provisions ofRCW 39.34, *et seq*.

RECITALS:

A. The PUD provides Electrical utility service for street lights, hereinafter referred to as the "Services," to the residents of the City of Goldendale.

B. The parties desire to continue these Services to the residents of the City of Goldendale.

C. The wishes to pay for the replacement of the existing high pressure sodium lights to light-emitting diode (LED) lights.

D. The purpose of this Agreement is to set forth the responsibilities of the parties with respect to the implementing this project.

AGREEMENT:

The parties agree as follows:

1. TERM: This Agreement shall commence upon approval of this Agreement by the legislative body of each of the parties followed by execution of this Agreement by the Chief Executive Officer of each of the parties, and shall continue in effect until the light replacement project is completed.

2. ORGANIZATION: No separate legal or administrative entity shall be created as a result of this Agreement. Each of the parties is acting independently of the other in

entering into this Agreement and in exercising its rights and in carrying out its responsibilities pursuant to this Agreement. In no event shall the parties be deemed to be partners or joint venturers, or the agent for the other party.

3. PURPOSE: The purpose of this Agreement is set forth in the Recitals.

4. RESPONSIBILITIES OF PUD: In order to accomplish the purposes of this Agreement, the PUD, at its sole cost and expense, shall be responsible for the following:

a. The PUD implement the project following all bid laws for code cities and the terms of the agreement between the City of Goldendale and the Transporation Improvement Board (attached).

b. The PUD shall administer the project and insure proper installation.

c. The PUD shall keep sufficient records to document all costs of the project.

d. The PUD shall indemnify, hold harmless and defend the City and its elected officials, officers, employees, and agents on account of all damages or claims for damages, including but not limited to costs and attorney's fees, by whomever made and of any nature whatsoever, arising out of or in any manner connected with the implementation of the project.

e. The District shall maintain comprehensive general liability insurance with a minimum policy limit of $5,000,000 per occurrence; errors and omissions insurance including but not limited to civil rights coverage, covering the actions of the PUD and the legislative body of the PUD; auto insurance, including liability coverage with a minimum policy limit of $5,000,000 per occurrence. The PUD shall furnish appropriate documentation showing the such coverage is in effect and that the City is named as an additional insured on such policies where permitted by the insurance carrier.

5. RESPONSIBILITES OF THE CITY: In order to accomplish the purposes of this Agreement, the City, at its sole cost and expense, shall be responsible for the following:

a. The City shall pay for all costs associated with the LED retrofit incurred by the Klickitat PUD.

b. Reimbursement to the PUD will be made at the next available council meeting after the City receives invoice.

6. DURATION AND TERMINATION:

a. Duration: This agreement shall remain in full force and effect from date of adoption by the PUD and the City and the completion of the project.

b. Termination: Any party may withdraw from this Agreement upon written notice not less than six (6) months prior to withdrawal. Such party shall remain liable for obligated payments. If the Agreement is terminated other than at the end of a calendar year, the payment for Services shall be prorated.

7. COMPLIANCE WITH LAWS: Each of the parties shall comply with all local, state and federal laws relating to the respective responsibilities of the parties.

8. GOVERNMENTAL AUTHORITY: This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental authorities have jurisdiction over the Services, this Agreement, the parties, or either of them. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities, that are required to be incorporated into agreements of this character, are by this reference incorporated into this Agreement.

9. MODIFfCATIONS: No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement, approved by the legislative bodies of both parties and signed by both parties.

10. FILING: The original or a duplicate original of this Agreement shall be filed with the Klickitat County Auditor.

11. DATE OF AGREEMENT: The date of this Agreement shall be the date it is signed by the PUD.

GRANTOR : PUBLIC UTILITY DISTRICT NO. I OF KLICKITAT COUNTY

B /,
Ron Schultz, Chief Engineer
Date: --z- – . >–Z.0 s

VJ
u Mrata, Engmeenng Admm. Ass1st.

Approved By PUBLIC UTILITY DISTRICT NO. I of KLICKITAT COUNTY on December 23, 2016.

GRANTEE: CITY OF GOLDENDALE

By: _____

Michael Canon, Mayor

Date:_____

ATTEST:

_____

Connie Byers, City Clerk

Approved by the Goldendale City Cow1cil on — — — — — — — — — — — — '

2016. STATE OF WASHINGTON)

: ss.

County of Klickitat)

I certify that I know or have satisfactory evidence that Ron Schultz and Luann Mata are the persons who a/6 eared before me, and said persons acknowledged that they signed this instrument. a \4.'8 '/e[1] " ated that they were authorized to execute the instrument and acknowledgi. i \ .. {!ngineer and Engineering Admin. Assistant, respectively, of the PUBLIC W.utr.?f DIS , O. I of KLICKITAT COUNTY to be the free and voluntary act of suctfjrY S urposes mentioned in the instrument.

L\G j___; – \

CH 2\ /!?

Itt. f WASP

STATE OF WASHINGTON)

: ss.

County of Klickitat)

I certify that I know or have satisfactory evidence that Michael Canon and Connie Byers are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and on oath stated that they were authorized to execute the instrument and acknowledged it as the Mayor and City Clerk, respectively, of the City of Goldendale to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: ----------

_____

f-f)rint name

NOTARY PUBLIC in and for the State of Washington.

My appointment expires: — — — — — — —

AGENDA BILL: G2

AGENDA TITLE: Interlocal Agreement for Jail Services

DATE: January 4, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION: Please find attached an agreement between Klickitat County and the City of Goldendale for incarceration of city prisoners. The primary change in the agreement is the rejection of the daily rate from $62 to $55. The agreement was negotiated between the County Sheriff Bob Songer and the Police Chief Reggie Bartkowski.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION: I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN KLICKITAT COUNTY AND THE CITY OF GOLDENDALE FOR THE INCARCERATION OF CITY PRISONERS

KLICKITAT COUNTY/CITY OF GOIDENDAIE

C24315

AGREEMENT FOR INCARCERATION OF CITY PRISONERS

THIS AGREEMENT is made and entered into by and between KLICKITAT COUNTY, a municipal corporation, having its principal offices at 205 S Columbus Ave, Goldendale, Washington, 98620{The County) and the Goldendale Police Department{Contract Agency), having its principal offices at 1505 S Grant, Goldendale, Washington, 98620.

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants and felons;

WHEREAS, the Contracting Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more prisoners lawfully committed to the Contract Agency's custody;

WHEREAS, the County is amenable to accepting and keeping prisoners received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein;

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contra ct Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows;

1. PURPOSE:

It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services located at the Klickitat County Sheriff's Office, Corrections Division, 205 S. Columbus Ave, Goldendale, Washington, 98620.

2. DETENTION/INCARCERATION:

The County shall incarcerate persons received from Contract Agency until the following occur:

a. Expiration of the term of confinement as indicated in a Warrant or Order of Commitment; or
b. Upon posting of bail; or
c. Receipt of a directive from law enforcement officer or prosecuting attorney of the Contract Agency to release such person held under probable cause without judicial process; or
d. For those held upon probable cause without judicial process upon the passage of forty-eight{48} hours; provided, prior to releasing any person pursuant to this subsection, the County shall attempt to contact the Contract Agency to ascertain the Contract Agency's desire with regard to said person; provided the Contract Agency shall hold the County harmless as set forth in Section 18 for any claim or action resulting from the detention of an individual wrongly detained at the direction of the Contract Agency.

3.CONTRACT REPRESENTATIVES:

All written notices,reports and correspondence required or allowed by this Agreement shall be sent to the following:

County: Klickitat County Sheriffs Office
Robert Bianchi
Chief Civil/Jail Deputy
205 S Columbus,MS-CH-7
Goldendale, WA 98620
Phone: 509-773-4455
Fax: 509-773 -6575

Contract Agency: Goldendale Police Department
Reggie Bartkowski
Chief of Police
PO Box 1176
1505 S Grant
Goldendale, WA 98620
Phone: 509-773-3780
Fax: 509-773-3789

4.AVAILABILITY OF JAIL FACILITIES:

Subject to the County's rights with respect to certain prisoners set forth in Sections 9 and 10 herein, the County will accept and keep prisoners at the request of the Contract Agency,unless the County, in its sole discretion,determines that the jail population is at capacity or so near capacity that there is a risk that the reasonable operational capacity limits of the County's jail might be reached or exceeded if the County does not begin to refuse or request removal of prisoners.

S.DEFINITION OF A CONTRACT AGENCY PRISONER:

The term "CONTRACT AGENCY PRISONER" as used in this Agreement shall mean a person arrested by the CONTRACT AGENCY police and held and confined in the County Corrections Facility,or otherwise held in detention of a state law or ordinance which designates the crime for which the person is held to be a misdemeanor or gross misdemeanor. If a prisoner, originally arrested for a felony offense is charged with a misdemeanor offense by the Prosecuting Attorney's Office,the city shall pay retroactively the established per diem rate. Similarly, a CONTRACT AGENCY prisoner that is charged with a felony at arraignment shall become the responsibility of the county,and per diem retroactively to booking will be the responsibility of the county. A prisoner arrested on a warrant issued by another jurisdiction within Klickitat County or for charges initiated by a non-CONTRACT AGENCY officer, shall be the responsibility of the originating agency. Arrests made by CONTRACT AGENCY Police on extraditable warrants issued by agencies outside Klickitat County will be considered County Prisoners.

6. COMPENSATION FROM CONTRACT AGENCY:

a. Base Rate for Housing. In return for the County's housing of a prisoner of the Contract Agency, the Contract Agency shall pay the County fifty five($55) dollars for the housing of said inmate for the first (24) hours. After the first (24) hours the Contract Agency shall pay the County (2.60) for each additional hour the County houses said inmate. If the County houses a Contract Prisoner less than four (4) hours, the Contract Agency shall pay the County in the amount of thirty one ($31) dollars. Such time period shall be measured from the time said prisoner is transferred to the custody of the County and housed to

the time when the Contract Agency resumes custody or the prisoner is released under competent authority.

b. Determination of Case Status. The Prosecuting Attorney shall have the sole authority to determine which felony cases submitted by the Contract Agency shall be charged as felonies and which as gross misdemeanors/misdemeanors. The Contract Agency shall not be responsible for the base rate housing on any cases charged as a felony by the Prosecutor. Nothing in this contract prevents the County from seeking reimbursement for felony medical costs prior to conviction as provided in RCW 70.48.130.

c. Base Rate for Booking and Release. In return for the County providing a service to book and release a prisoner of the Contract Agency in order to have the arrest documented on the criminal history of the prisoner, the Contract Agency shall pay the County twenty five($25) dollars per inmate booking.

d. Other Costs. The Contract Agency shall also pay such other costs to the County or third parties as set forth herein,including but not limited to any medical costs required by Section 8.

e. Billing. The County will bill the Contracting Agency on or about the 1S'h day of each month for all amounts due to the County under this Agreement for the services rendered in the prior calendar month. Such fees shall be due and payable by the Contract Agency to the County within 30 days after receipt of an itemized invoice.

f. Split Billing. Whenever two or more courts have causes pending before those courts for an inmate incarcerated at the jail, the daily bed rate for housing shall be divided proportionally.

g. Release of Holds and Court Appearances. If a court of limited jurisdiction of the Contract Agency releases a hold on an inmate still incarcerated at the jail, the jail will not facilitate further court appearances of that inmate except under the following condition; If the court wishes to further their case using the video arraignment system at the jail, or by the County transporting said inmate to and from the court appearance, there will be a fifty ($50) dollar per hour fee for each officer required to perform this detail.

7. MEDICAL COSTS AND TREATMENT:

a. Services Provided. Upon transfer of custody of a prisoner to the County, the County will provide or arrange for such medical, psychiatric and dental services as may be necessary to safeguard the prisoner's health while confined,in accordance with the polices and rules of the County jail. The County contracts with a health care consultant for in-house medical care in the jail. The costs of these services are included in determining the daily per diem rates charged to the Contract Agency.

b. Cost Responsibility. Outside Medical costs are expenses incurred for any treatment or procedure outside of the jail and include prescriptions,any in-patient or out-patient treatment or referral. The Contract Agency shall be responsible for the cost of all outside medical costs for its prisoners as provided herein. For purposes of medical costs and treatment, the Contract Agency prisoners are defined as all arrestee, pre-conviction and post-conviction misdemeanants and all pre-conviction felons. The Contract Agency shall also be responsible for all costs associated with the delivery of medical, psychiatric and dental services provided to a prisoner that are not available from the health care program within the County jail and for all emergency medical services, wherever provided. Upon a felony conviction of a pre-conviction felony prisoner of the Contract Agency, medical costs and treatment become that of the County, until transferred to the Department of Corrections, when applicable. Prisoners arrested and confined on warrants issued in Klickitat County shall be the responsibility of the originating agency. Outside warrants will be the responsibility of Klickitat County for Medical payments.

c. Emergency, Non-emergent and Non-Hospital Care outside the Jail. For emergency hospital care outside of the jail, the County will notify the Contract Agency within four (4} hours of transport at (509)773-3780. This is the phone number to the Goldendale Police Department.

d. Pre-Confinement Consents or refusals. If a Contract Agency prisoner has received or refused any medical, psychiatric or dental treatment from the Contract Agency before confinement in the County jail, the Contract Agency shall provide to the County all written verification of any authorization of or refusal to authorize care or treatment for such prisoner.

e. Return for Medical Services. Nothing herein shall preclude the Contract Agency from retaking custody of an ill or injured prisoner by picking the prisoner up for transfer at the County jail; provided, in situations the County deems that a prisoner requires emergency medical care, the County shall have the right to arrange for emergency medical services (at the Contract Agency's expense) notwithstanding a request from the Contract Agency to retake custody of the prisoner.

f. Records. The County shall keep records of all medical, psychiatric or dental services it provides to a prisoner as required by law.

g. No Waiver of Right to Seek Reimbursement. The above paragraphs relating to medical costs are intended solely to define the obligations between the parties to this agreement. Nothing contained within the provisions of this agreement shall be construed to waive the rights of either party to seek reimbursement for costs from the department of social and health services, or from the prisoner, or any other responsible third party.

8. TRANSPORTATION OF CONTRACT PRISONERS:

a. Transport without Cost. Contract Agency shall provide or arrange for transportation of its prisoners to and from the Klickitat County Jail except when the transportation is determined by County staff to be necessary to secure emergency medical evaluation or treatment or when transportation is required to support the orderly operation of the Jail.

b. Transport with Costs. The Contract Agency shall be responsible for transportation of all its prisoners to the jail facilities for initial booking. The Contract Agency shall be responsible for transportation of all its prisoners from the jail facilities for all appearances in the Municipal Court if outside the Klickitat County Court House located at 205 S. Columbus. For any additional transports by the County required by court order, to secure emergency medical treatment, or made at the Contract Agency's request, the Contract Agency shall reimburse the County at Fifty dollars ($50} per hour, per officer.

c. Contract Agency Transport. The Contract Agency shall provide at least 24 hours written notice to the County prior to transporting a prisoner from the County Jail. Except as limited by Section 8(a), the Contract agency shall be responsible for retaking custody of a prisoner at the County jail and for transporting the prisoner.

9. TRANSFER OF CUSTODY:

a. Commencement of Custody by County. Custody of a Contract Agency's prisoner to the County shall be deemed transferred when officers from the Klickitat County Sheriff"s Office take physical control of the prisoner. The County will not take such control of a prisoner until the Contract Agency has delivered copies of all records in its possession pertaining to the prisoner's incarceration by the Contract Agency or its agent, including a copy or summary of the prisoner's medical records if available by the Contracting Agency or its agent. If the County requests additional information regarding a particular prisoner, then the parties shall mutually cooperate to obtain such information. Absent compliance with existing policies, the County shall not be required to take custody of or assume control of or responsibility for any property of the prisoner. The Contract Agency's officers, when transporting a

prisoner to the jail shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the prisoner is properly packaged. The County will not take physical control and assume custody of a prisoner to be confined unless all paperwork and property of the prisoner are in order.

The Contract Agency shall be solely responsible for determining that the individuals presented for detention are detainable and shall certify by the act of presenting an adult person for detention, that said person is legally detainable and County shall bear no responsibility to insure that said individuals are legally detainable. The Contract Agency shall hold the County harmless as set forth in Section 18 for any claim or actions resulting from the detention of an individual wrongly presented by the Contract Agency for detention.

When custody of a Contract Agency prisoner is transferred to the County, the Contract Agency prisoner shall be subject to all applicable rules, regulation and standards governing operation of the County jail, including any emergency security rules imposed by the Chief Civil/Jail Deputy or Sheriff. Any Contract Agency police officer delivering a prisoner to the County jail shall comply with reasonable rules and regulations of the County jail.

b. Further Transfer of Custody. Except as otherwise allowed by Section 11 of this Agreement, the County will not transfer custody of any prisoner confined pursuant to this Agreement to any agency other than to the Contract Agency without the written authorization from a court of competent jurisdiction.

c. Responsibilities upon Assumption of Custody. Upon transfer of custody to the County, it shall be the County's responsibility to confine the prisoner; to supervise, the discipline and control said prisoner; and to administer the prisoner's sentence pursuant to the order of the committing court in the State of Washington. During such confinement, the County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 7 of this Agreement.

d. Resumption of Custody by Contracting Agency. The Contract Agency shall be deemed to have resumed custody of a prisoner upon either the County's presentation of such prisoner to the Contracting Agency, or upon the Contract Agency's officers taking physical control of the prisoner.

10. RIGHT TO REFUSE/RETURN PRISONER:

a. Pending Medical Needs. The County shall have the right to refuse to accept any Contract Agency prisoner who appears in need of medical, psychiatric or dental attention, until the Contract Agency has provided medical, psychiatric or dental treatment to the prisoner to the satisfaction of the County.

11. REMOVAL FROM JAIL-OTHER GROUNDS: The Contract Agency's prisoners may be removed from the County jail for the following reason{s):

a. Request by Contract Agency. Upon written request by a supervisory member of the Contract Agency for transfer of custody back to the Contract Agency.

b. Court Order. By order of a court having jurisdiction over a Contract Agency's prisoner. In such case, transport, if any, will be pursuant to Section 8 above.

c. Treatment Outside of Jail. For medical, psychiatric or dental treatment or care not available within the County jail.

d. Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion ofthe County, an eminent danger to the safety of the prisoner(s) or personnel of the County. In such case, the County will inform the Contract Agency, at the earliest practicable time, of the whereabouts of the prisoner(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such prisoner(s).

12. TRANSFER OF PRISONERS UPON TERMINATION/EXPIRATION OF AGREEMENT:

a. Termination by County. In the event of a notice of termination from the County in accordance with Section 22 below, it shall be the County's obligation to transport the Contract Agency's prisoners to the Contract Agency, at no expense to the Contract Agency.

b. Termination by Contract Agency. In the event of a notice of termination from the Contract Agency in accordance with Section 22 below, it shall be the Contract Agency's obligation to transport the Contract Agency's prisoners at its own expense, on or before the effective date of such termination.

13. PRISONER RIGHTS, ACCOUNTS AND PROGRAMS:

a. Early Release Credit and Discipline. The Contract Agency agrees that its policies if any, for early release credits shall allow no more credit for its prisoners than is allowed by the County under its policies. The Contract Agency's prisoners confined under this Agreement shall earn early release credits under the policies and rules prescribed by the County and state law for all prisoners at the County jail. With respect to the Contract Agency's prisoners, the County shall maintain and manage disciplinary issues and will administer sanctions, including removal of earned early release credit, pursuant to facility rules. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the County jail will apply equally to prisoners confined pursuant to this Agreement as applied to other prisoners confined to the Jail.

b. Prisoner Accounts. The County shall establish and maintain an account for each prisoner received from the Contract Agency and shall credit to such account all money received from a prisoner or from the Contract Agency on behalf of a prisoner. The County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the prisoner for person needs.

c. Programs. The County shall provide the Contract Agency's prisoners with access to all educational, recreational and social service programs offered at the County jail under the terms and conditions applicable to all other prisoners at the jail.

d. Serve Time Outside of Facility. The Contract Agency's prisoners, if deemed eligible, will be allowed to leave the jail for participation in correctional work crews, or any other program in which other prisoners sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

14. ACCESS TO FACILITY AND PRISONERS:

a. Access to Facility. The County agrees to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws.

b. Access to Prisoners. Contract Agency personnel shall have the right to interview prisoners from the Contract Agency at any reasonable time within the jail. Contract Agency officers shall be afforded equal priority for use of jail interview rooms.

15. ESCAPES AND DEATHS:

a. Escapes. In the event of an escape by a Contract Agency's prisoner from the County jail, the Contract Agency will be notified in writing as soon as practical. The County will have the primary authority to direct the investigation and to pursue the prisoner within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The county will not be required to pursue and return the Contract Agency's escaped prisoner from outside of the County.

b. Deaths. In the event of a death of a Contract Agency prisoner in the County jail, the Contract Agency shall be promptly notified in writing. Klickitat County Sheriff's Office will investigate the circumstances.

The Contract Agency may join in the investigation and receive copies of all records and documents from the investigation. The County shall release jurisdiction of the body to the Klickitat County Coroner.

16. **POSTING OF BAIL:**

The County shall serve as agent for the Contract Agency in receipt of any bail bonds or any monies posted for or by a Contract Agency's prisoner with the County, and any such bonds or monies will be forwarded to the proper agency the next business day.

17. **RECORD KEEPING:**

The County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Contract Agency's prisoners consistent with the record keeping by the County for all other prisoners. The County shall make copies of said records available without cost to the Contract Agency upon its request.

18. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE:

a. The Contract Agency agrees to defend, indemnify and hold harmless the County, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense, including costs and attorney's fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from or alleged to have arisen from:

1. The Contract Agency's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the Contract Agency, its appointed and elected officials, employees and agents;

2. Wrongful detention of a Contract Agency prisoner as a result of the Contract Agency's actions;

3. Failure or refusal to timely release a Contract Agency prisoner as a result of the Contract Agency's actions.

To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the County, its officers, agents, or employees, the Contract Agency's indemnification obligation hereunder shall be limited to the Contract Agency's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

b. The County agrees to defend, indemnify and hold harmless the Contract Agency, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense, including costs and attorney's fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from, or alleged to have arisen from:

1. The County's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the County, its appointed and elected officials, employees and agents;

2. Wrongful detention of a Contract Agency prisoner as a result of the County's actions;

3. County's failure or refusal to timely release a Contract Agency prisoner.

To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Contract Agency, its officers, agents, or employees, The County's

indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

c. Insurance Requirement. The County and the Contract Agency shall maintain and provide evidence of liability coverage.

The terms of Section 18 **INDEMNIFICATION, HOLD HARMLESS AND INSURANCE** shall survive the termination or expiration of this Agreement.

19. NON-DISCRIMINATION POLICY:

The County and the Contract Agency agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

20. ADMINISTRATION/DISPOSAL OF PROPERTY:

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the Klickitat County Sheriff shall be responsible for administering the confinement of prisoners hereunder. No real or personal property will be jointly acquired by the parties under this agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

21. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance, after notice of a deficiency in performance, constitutes acquiescence thereto.

22. TERMINATION:

This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at address set forth herein. Termination by said notice shall become effective one hundred twenty (120} days after receipt of such notice. The notice shall set forth the reason the party wishes to terminate the Agreement and the specific plan for accommodating the affected prisoners, if any.

23. DURATION:

The term of this Agreement shall be for a period of two (2) years from January 1, 2016 through December 31, 2017; and shall continue in force thereafter for succeeding periods of one {1) year each unless notice of cancellation in writing is delivered not less than 120 days prior to termination of any current Agreement period, unless another date is substituted pursuant to Section 25 or the agreement is terminated earlier pursuant to Section22. Nothing in this agreement shall be construed to make it necessary for the Contracting Agency to continuously house prisoners with the County.

24. MODIFICATION: This Agreement may only be modified by written instrument signed by both Parties.

25. **GOVERNING LAW/VENUE:**

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and to a prisoner's confinement under this Agreement. This Agreement shall be construed and

interpreted in accordance with the laws of the state of Washington and in the event of dispute; the venue for any action brought hereunder shall be in Klickitat County Superior Court.

26. MISCELANEOUS:

In providing these services to the Contract Agency, the County is an independent contractor and neither its officers, agents, nor employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

The Contract Agency agrees to allow the County access and use of the Contract Agency's drug/detection dog as needed by the County whenever acceptable.

27. SEVERABiliTY:

If any provision of this contract shall be held invalid, the remainder of this contract shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

a IN WITNESS WHEREOF, the parties here to have signed this agreement this)5 0.C.- day of J, 2015

CITY OF GOLDENDALE

Michael Canon, Mayor

Reggie Bartkowski, Chief of Police

BOARD OF COUNTY COMMISSIONERS

Klickitat County, Washington

Absent

Rex F. Johnston, Chairman

QA

David M. Sauter, Commissioner

Jim Sizemore, Commissioner

ATIEST:

Clerk of the Board

In and for the County of Klickitat,
State of Washington

APPROVED AS TO FORM:

David R. Quesnel

Klickitat County Prosecuting Attorney

Bob Songer, Sheriff Klickitat County

Process Number

2015 PROSECUTING ATTORNEY OPINION REQUEST FORM

Date Requested: 12/4/15 Date Needed: 12/9/15

Department: Sheriff

Signa hue: Department Head/Elected Offic' ial Phone No.: 509 773-4455

Ple<1se Print Name: Rob.d- Sa" eF

Type of Review Requested (Please Explain Below):

Please review the attached contract for form and content.

Attachments:

1. Klickitat County/City of Goldendale Agreement for incarceration of city pnsoners.:.

2.

3.

4.

[- RO- --TOR'S E N LY------'J
SE

Request completed:

Comments/Notes: s,)}

j 'k qP' Jwt4

Other:

Please Note: All requests must be submitted a minimum of 7 business days prior to date needed. All efforts will be made to return promptly.

AGENDA BILL: G3

AGENDA TITLE: Interlocal Agreement for Dispatch Services

DATE: January 4, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____.....;.X...;.._

RESOLUTION_____ OTHER_____

MOTION_____,X:.....:_____

EXPLANATION: Please find attached an agreement between Klickitat County and the City of Goldendale for radio system use and 911/ Dispatch services. The agreement is essentially the same as recent years with the City paying the County $40,000 per year for Dispatch services.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION: MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN KLICKITAT COUNTY AND THE CITY OF GOLDENDALE FOR RADIO SYSTEM USE AND 911 / DISPATCH SERVICES.

INTERLOCAL RADIO SYSTEM lJSE AND 911/DISPATCH SERviCES AGREEMENT

The CITY OF Goldendale ("CITY") and KLICKITAT COUNTY ("COUNTY"), both municipal corporations of the State of Washington, enter into the following Agreement:

WHEREAS, to achieve efficiency and economy in local govemment, the CITY desires to contract with the COUNTY for radio system use, dispatching, 911 call taking, after hours non-emergent telephone answering, and teletype services; and,

WHEREAS, the COUNTY has a publicsafety radiosystem.911/dispatch center and personnel capable of handling and efficiently providing such services to the CITY; and.

WHEREAS, both parties are specifically authorized under the Inter-local Cooperation Act (RCW 39.34) to enter into an agreement for such services; and,

WHEREAS. it is necessary and desirable that such an agreement be executed;

THEREFORE, the parties agree as follows:

1. The COUNTY agrees:

   a. To provide public safety radio system use for police and fire units to the CITY according to the Klickitat County Emergency Management Radio Use Policy.

   b. To provide complete 911/Dispatchi ng service, including, but not limited to, police and fire dispatching, 911 call taking, after hours non-emergent telephone answering, teletype, and Spillman/CAD service to the CITY in a manner consistent with industry standard best practices. The COUNTY shall perform these services in the same manner and with the same quality as with its own employees or agencies.

   c. To furnish personnel, radio system and 911/Dispatch telephone system equipment necessary to accomplish these services. The CITY shall be responsible for all installation and implementation of any additional radio or phone equipment, phone lines, or other specia lized communication equipment the CITY requests.

2. The CITY agrees:

   a. To pay for the services under the terms set forth in Paragraph 3d.

   b. To be responsible for compliance with RCW 10.97 and 13.50 and all Federal laws regarding records received ti·om the COUNTY, NCIC, or WACC.

   c. To comply with the County's policy and procedures as they pertain to radio system use and Spillman/CAD usc.

3. The CITY and COUNTY agree:

a. This agreement creates an independent contractor relationship. All liability for salaries. employee benefits, capital equipment costs, and repair and maintenance, except those requested by the CITY per Paragraph lc. are wholly the responsibility of the COUNTY. However, if it becomes necessary to employ additional personnel in COUNTY dispatch due solely to a major incident or event of which the CITY police and/or fire department shall have responsibility, then the CITY shall be responsible for the salaries for the additional personnel including, but not limited to overtime pay and part-time and temporary personnel. Pursuant to this paragraph. the Chief of Police and Fire Chief for the CITY and the Emergency Management Director of the COUNTY shall establish and promulgate protocols tor use in the COUNTY Radio System and 911 /Dispatch center in the event of a major incident or event.

b. The COUNTY agrees to indemnify and hold hannless the CITY for all liability arising from intentional or negligent acts by COUNTY employees and to defend and secure the CITY from all costs or damages arising fromsuch acts. The CITY agrees to indemnify and hold harmless the COUNTY for all liability arising from the intentional or negligent acts by CITY employees and to defend and secure the COUNTY from all costs or damages arising from such acts.

c. The parties agree that any disputes arising out of this agreement shall be governed by the following dispute resolution process. Should a dispute arise the parties shall, in the following order:

I. Attempt in good faith to resolve the dispute through communication between department heads, defined as the Chief of Police or Fire Chief and the Emergency Management Director.

Should the matter not be resolved between the Chief and the Emergency Management Director, it shall be refened to the Mayor and the Chair of the County Commissioners or his/her designee for resolution.

J. Should the matter not be resolved between the Mayor and the Chair, the parties shall appoint a neutral arbitrator, whom the parties shall pay for equally, and who shall infonnally investigate the issue and render a non-binding opinion stating the probable outcome of litigation. The arbitrator shall be an attorney orjudge and not a resident of Klickitat County. The parties will then work in good faith to resolve the dispute with the infonnation provided by the arbitrator.

d. The CITY shall pay the COUNTY $40,000 per year for dispatch services as stated in the Inter-local Agreement. The amount shall be invoiced in January 2016 and paid in four equal quarterly payments.

e. Payment shall be sent to:

Klickitat Count y Department of Emergency Management
199 Industrial Way
Goldendale, WA 98620

f. The parties further agree, and have specifically negotiated, to waive their immunity under the State Industrial Insurance Act (RCW TitleS I) to indemnify and hold each other ham1less from any claims made against the other by the party's employees, agents contractors, subcontractors or other represen tatives.

g. This agreement is effective for one year from 12:0 I a.m. on January I, 2016 until 11:59 p.m. on December 31, 2016. Either party may terminate this agreement with not fewer than sixty (60) days prior written notice.

h. This Agreement may be reviewed by the parties prior to the tennination date to consider possible tenns of renewal.

nTNESS WHEREOF, the parties here to have signed this agreement this ;{9 <h<:.../ day of _____ 20 15

THE CITY OF GOLDENDALE
Klickitat County, Washington

_____
Mayor,

_____
City Administrator

_____
Chief of Police

_____
Fire Chief

BOARD OF COUNTY COMMISSIONERS

Chairman Rex Johnston

Commissioner Jim Sizemore

Commissioner Dave Sauter

Approved as to form:

Klickitat County Prosecuting Attorney

ATTEST:

Clerk of the Board

In and for the County of Klickitat,
State of Washington

AGENDA BILL: G4

AGENDA TITLE: Agreement for Janitorial Services

DATE: January 4, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____----=-X-=--------

EXPLANATION: Please find attached a renewal agreement for Janitorial Services. This agreement extends the contract for Janitorial Services for 2016 using the same schedule of payments.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION: I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT FOR JANITORIAL AGREEMENT BETWEEN THE CITY OF GOLDENDALE AND WIND RIVER OFFICE CLEANING

CITY OF GOLDENDALE

AGREEMENT FOR JANITORIAL SERVICES

I. PARTIES

This Agreement is entered into by and between City of Goldendale with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE" and Wind River Office Cleaning with offices and its principal place of business located at, 927 East Allyn Street, Goldendale, Washington 98620, hereinafter referred to as the "JANITOR".

II. STATEMENT OF WORK

The work to be performed by Janitor under this Agreement is set forth in "Appendix A-Statement of Work, attached hereto.

III. COMPENSATION

The Janitor will be paid after receipt of invoice and in accordance with "Appendix B- Schedule of Payments" attached hereto.

IV. TERM OF AGREEMENT

This Agreement shall commence January 1, 2016 and terminate December 31, 2016.

V. DOCUMENTS INCORPORATED

The following documents are, by this reference, incorporated into and made a part of this Agreement for Janitorial Services. Also incorporated by this reference are General Terms and Conditions as described in pages 3-6.

Appendix A-Statement of Work
Appendix B-Schedule of Payments

VI. ADMINISTRATION

Goldendale's Contracting Officer for this work is Michael Canon, Mayor, or his designee.

VII. BOUND PARTIES

This agreement shall be binding upon the parties hereon and their representative heirs, executors, successor and assigns.

VIII. **EXECUTION:**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF GOLDENDALE

By: _____

Michael Canon, Mayor

ATTEST:

By: _____

Connie Byers, Clerk-Treasurer

Date: _____

Address: 1103 S. Columbus
Goldendale, WA. 98620

WIND RIVER OFFICE CLEANING

By: _____

Date: _____

Federal Tax 10 No:

_____

Address: 927 East Allyn Street
Goldendale, WA 98620

1. DEFINITIONS

(a) GOLDENDALE
"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation. "Wind River Office Cleaning" shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*
A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of Wind River Office Cleaning for the performance of any part of the work.

2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in "Appendix A", and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

3. INDEPENDENT CONTRACTOR

In performing services under this Agreement Wind River Office Cleaning shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of Wind River Office Cleaning activities will be at its own risk.

4. PROFESSIONAL CONDUCT

Wind River Office Cleaning agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. Wind River Office Cleaning is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of Wind River Office Cleaning services hereunder in utilizing the results of such services.

5. INDEMNIFICATION

Wind River Office Cleaning shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys' fees) resulting from injury or death, sustained by any person (including Wind River Office Cleaning employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with Wind River Office Cleaning's performance of this Agreement. Wind River Office Cleaning hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of Wind River Office Cleaning (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of Wind River Office Cleaning, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Wind River Office Cleaning under work's compensation acts, disability benefit acts, or other employee benefit acts, AND

CONSULTANT **SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. WIND RIVER OFFICE CLEANING ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.**

6. **INSURANCE**

The Wind River Office Cleaning shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than $1,000,000, aggregate of$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming GOLDENDALE as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, Wind River Office Cleaning shall have the right to cancel this agreement, in writing, within 30 days of the request.

Wind River Office Cleaning shall deliver to GOLDENDALE, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by GOLDENDALE and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to GOLDENDALE prior to cancellation, termination, or alteration of said policies of insurance.

7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.**

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by Wind River Office Cleaning to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by Wind River Office Cleaning prior to clarification by Goldendale shall be Wind River Office Cleaning's risk.

8. **NONDISCLOSURE**

Wind River Office Cleaning agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to Wind River Office Cleaning prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by Wind River Office Cleaning from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. Wind River Office Cleaning further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, Wind River Office Cleaning further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. **SUBCONTRACTS**

Any contract entered into by Wind River Office Cleaning with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve Wind River Office Cleaning or its insurer of its responsibilities under this Agreement.

10. **COMPLIANCE WITH LAWS**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

Wind River Office Cleaning shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. Wind River Office Cleaning shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

11. **TERMINATION**

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of Wind River Office Cleaning . Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the Wind River Office Cleaning in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between Wind River Office Cleaning and GOLDENDALE in the compensation to be paid Wind River Office Cleaning under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the Wind River Office Cleaning had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by law or under this Agreement.

12. **CHANGES**

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the Wind River Office Cleaning of the notification of change.

13. **PROGRESS REVIEW**

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the Wind River Office Cleaning of responsibility for proper performance of the services.

14. **AUDITS**

The Wind River Office Cleaning shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

15. **REPORTS AND RECORDS**

The Wind River Office Cleaning shall provide reports submitted in the manner directed by GOLDENDALE. The Wind River Office Cleaning shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by Wind River Office Cleaning in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

16. **NOTICES**

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

-END

APPENDIX A

STATEMENT OF WORK

PRIMARY FUNCTIONS

Provide Janitorial Services to City of Goldendale City Hall, Public Works Department, Wastewater Treatment Plant, Police Department and Fire Department as follows:

CITY HALL

Front Offices, Council Chambers, Hallway, Bathrooms and Kitchen

Weekly

Dump all garbage, including shredder
Vacuum all carpeted areas
Replenish paper towel dispensers and soap (if needed)
Clean kitchen counter, sink and wipe off table
Clean and dust all necessary surfaces i.e. desks, tables, etc. where there is access
Sweep and mop all non-carpeted flooring
Wash doors and reception windows
Clean restrooms: countertops, mirrors, toilets, urinal and sinks
Take out boxes to recycle bin

PUBLIC WORKS SHOP

Weekly

Sweep and mop office bathroom, break room, and both entrances from outside to break room
Clean and dust break room tables (wipe down, leave papers, books etc and stack)
Clean bathroom sink, toilet and urinal
Dump all garbage
Order cleaning supplies through Karen at City Hall
Replenish paper towel dispensers, toilet paper, air freshener and soap (if needed)

APPENDIX A

STATEMENT OF WORK
(Continuation)

WASTEWATER TREATMENT PLANT

Weekly

Sweep and mop all non-carpeted flooring
Vacuum all carpeted areas
Clean bathroom sink, toilet and urinal
Take our trash from office and bathroom
Dust

POLICE DEPARTMENT

Weekly

Dump all garbage, including shredders
Vacuum all carpeted areas
Sweep and mop all non-carpeted flooring
Clean front foyer doors and front window
Clean kitchen counter and sink
Replenish paper towel dispensers and soap (if needed)
Clean tabletops, countertops, and desks
Removecobwebsasneeded
Clean bathrooms: toilets, sinks, mirrors, and floors
Dust where there is access. I.e.: countertops, computers, behind computers, office equipment

FIRE DEPARTMENT

Weekly

Dump all garbage, including shredder
Vacuum all carpeted areas
Replenish paper towel dispensers and soap (if needed)
Clean kitchen counter, sink
Clean and dust all necessary surfaces i.e. desks, tables, etc. where there is access
Sweep and mop all non-carpeted flooring
Clean restrooms: countertops, mirrors, toilets, urinal and sinks
Clean lounge area and meeting room

APPENDIX B SCHEDULE

OF PAYMENT

Duration of Service Agreement:

City of Goldendale Janitorial Services:

January 31, 2016	$	1321.67
February 28, 2016		1321.67
March 31, 2016		1321.67
April 30, 2016		1321.67
May 31, 2016		1321.67
June 30, 2016		1321.67
July 31, 2016		1321.67
August 31, 2016		1321.67
September 30, 2016		1321.67
October 31, 2016		1321.67
November 30, 2016		1321.67
December 31, 2016		1321.67
TOTAL	$	15860.04

Terms of payment are as follows:
Net 30 days from invoice date for any contracted services. Payment schedule will follow project timeline and completion.

AGENDA BILL: G5

AGENDA TITLE: Vacation balance carryover for Reggie Bartkowski

DATE: January 4, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION: Please see the attached memo from the Mayor requesting the council approve the carryover of additional vacation balance over and above 240 hours for Reggie Bartkowski. The memo explains the circumstances surrounding this request. I would recommend the council approve this request.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION: I MOVE TO APPROVE THE REQUEST TO CARRYOVER ADDITIONAL VACATION BALANCE HOURS OVER AND ABOVE 240 HOURS FOR REGGIE BARTKOWSKI IN THE AMOUNT OF 88 HOURS.

City of Goldendale

Memo

To: Council

From: Michael Canon

CC: Larry Bellamy, City Administrator

Date: 12/31/2015

Re: Request for carryover of additional vacation balance over and above 240 hours for Reggie Bartkowski

---

The personnel manual states that the Mayor and City Administrator can, if documented, allow the carryover of an additional 40 hours above the maximum 240 vacation carryover hour balance. The same personnel manual indicates that this allowance can only be exceeded by action of the council.

Due to some very extenuating circumstances, Mr. Bartkowski has planned twice to take vacation and has been called back each time. Reggie had planned vacation for the very week after the departure of Rick Johnson, where it was decided to be in the best interest of the City for that vacation time to be rescheduled. Vacation was then planned for December and was cut short due to extraordinary criminal activity coupled with the granting of patrol officer vacation requests one officer still completing academy training and the need for additional nighttime coverage.

The total request is for a carryover of 88 vacation hours above the 240 maximum carryover balance with an agreement that the 88 hours be taken before the end of February of 2016.

AGENDA BILL: G6

AGENDA TITLE: Designation for Mayor Pro Tempore

DATE: January 4, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION: Please find attached a memo presenting an agenda item for the designation for a Mayor Pro Tempore.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION: Council discuss and decide amongst themselves whom they may designate as Mayor Pro Tempore.

MOTION:

AGENDA BILL: G7

AGENDA TITLE: Designation of Council Committee Members

DATE: January 4, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER._____

MOTION._____X_____

EXPLANATION: Please find attached a memo outlining the background for the designation of council members to the council committees.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION: Council discuss and decide amongst themselves whom they may designate to serve on the council committees.

MOTION:

City of Goldendale

Memo

To: Mayor and Council

From: Larry Bellamy, City Administrator

CC:

Date: 12/31/2015

Re: Designations of Mayor Pro tempore and Council Committee members

---

Mayor Pro Tempore Designation: In accordance with RCW 35A.12.065 (copy enclosed), at the first meeting of a new council (which is the January 4, 2016 council meeting), the members, by majority vote, may designate one of their members to serve as the mayor pro tempore. Currently, Gary Hoctor, is designated as the mayor pro tempore for the 2014 and 2015 calendar year.

Council Committees: While there is no statue that specifically addresses the establishment and operation of internal city council committees, MRSC believes the authority of this can be found in RCW 35A.12.120 (copy enclosed). This authority includes the ability to determine if and when standing committees will be utilized, what the committees will be, how they will conduct their business, and how their members will be appointed. MRSC also states that council committees are policy review and discussion arms of the city council to assist the council in examining issues that may come before it in greater depth and detail. Committees study issues and develop recommendations for consideration by the council. Committees do not take binding action on behalf of the city.

Currently, the council has chosen to establish four (4) committees on an informal basis. The committees, their current committee members and their purpose are outlined below:

1. Budget/Finance Committee – Reviews and report its recommendations on the annual budget and such other matters that relate to the financial affairs of the City. Committee members: Gary Hoctor, Len Crawford and Andy Halm

2. Ordinance Committee – Discusses which ordinances need to be updated and draft revised ordinance language for consideration by the full council. Committee members: Len Crawford, Guy Thierault and Gary Hoctor

3. Public Works Committee- Reviews matters which relate to public works, including but not limited to, the infrastructure and public improvements owned, controlled or operated by the City. Committee members: Gary Hoctor, Len Crawford and Guy Theirault

4. Event Committee – Hears presentations for festivals and events, makes recommendations for award of tourism dollars, in addition, assisting in the operation of the events and festivals. Committee members: Guy Theirault, Andy Halm and Lucille Bevis

RCW 35A.12.065

Pro tempore appointments.

Biennially at the first meeting of a new council, or periodically, the members thereof, by majority vote, may designate one of their number as mayor pro tempore or deputy mayor for such period as the council may specify, to serve in the absence or temporary disability of the mayor; or, in lieu thereof, the council may, as the need may arise, appoint any qualified person to serve as mayor pro tempore in the absence or temporary disability of the mayor. In the event of the extended excused absence or disability of a councilmember, the remaining members by majority vote may appoint a councilmember pro tempore to serve during the absence or disability.

[2009 c 549 § 3007; 1967 ex.s. c 119 § 35A.12.065.]

RCW 35A.12.120

Council-Quorum-Rules-Voting.

At all meetings of the council a majority of the councilmembers shall constitute a quorum for the transaction of business, but a less number may adjourn from time to time and may compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. The council shall determine its own rules and order of business, and may establish rules for the conduct of council meetings and the maintenance of order. At the desire of any member, any question shall be voted upon by roll call and the ayes and nays shall be recorded in the journal.

The passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money shall require the affirmative vote of at least a majority of the whole membership of the council.

[2009 c 549 § 3012; 1967 ex.s. c 119 § 35A.12.120.]