

PLEASE NOTE SPECIAL MEETING TIME

CHEHALIS CITY COUNCIL AGENDA
CITY HALL
350 N MARKET BOULEVARD, CHEHALIS, WA 98532

Dennis L. Dawes, Position at Large Mayor		
Terry F. Harris, District 1, Mayor Pro Tem		Anthony E. Ketchum Sr., District 3
Daryl J. Lund, District 2		Chad E. Taylor, Position at Large
Dr. Isaac S. Pope, District 4		Bob Spahr, Position at Large

May 11, 2015

4:15 p.m.

WORK SESSION		
1. <u>Discuss Locomotive #15 Repairs with the Chehalis-Centralia Railroad & Museum Board.</u> (City Manager, City Attorney)	---	

Regular Meeting of Monday, May 11, 2015

5:00 p.m.

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
2. <u>Call to Order.</u> (Mayor)		
3. <u>Pledge of Allegiance.</u> (Mayor)		

CITIZENS BUSINESS		
This is an opportunity for members of the audience to address the council on matters not listed elsewhere on the agenda. Speaker identification forms are available at the door and may be given to the city clerk prior to the beginning of the meeting.		

CONSENT CALENDAR

4. <u>Minutes of the Regular Meeting of April 27, 2015.</u> (City Clerk)	APPROVE	1
5. <u>Vouchers and Transfers.</u> (Finance Manager)	APPROVE	3
6. <u>Set Date and Time of May 26, 2015, at 5:05 p.m. for Public Hearing on the 2016-2021 Six-Year Transportation Program.</u> (City Manager, Public Works Director, Street/Storm Superintendent)	SET DATE AND TIME FOR PUBLIC HEARING	5
7. <u>Authorize City Manager to Execute Interlocal Compact between the City, City of Centralia, and Lewis County for Cooperation in Law Enforcement and Related Activities for 2015.</u> (City Manager, Police Chief)	AUTHORIZE CITY MANAGER TO EXECUTE INTERLOCAL COMPACT	7

ADMINISTRATION AND CITY COUNCIL REPORTS

8. <u>Council Reports.</u>		
a. Councilor reports. (City Council)	INFORMATION ONLY	
b. Council committee reports. (City Council)	INFORMATION ONLY	

THE CITY COUNCIL MAY ADD AND TAKE ACTION ON
OTHER ITEMS NOT LISTED ON THIS AGENDA

PLEASE NOTE SPECIAL DATE OF NEXT REGULAR MEETING

NEXT REGULAR CITY COUNCIL MEETING WILL BE ON TUESDAY, MAY 26, 2015

April 27, 2015

The Chehalis city council met in regular session on Monday, April 27, 2015, in the Chehalis city hall. Mayor Dawes called the meeting to order at 4:30 p.m. with the following council members present: Terry Harris, Bob Spahr, Daryl Lund, and Chad Taylor. Councilor Pope arrived at 5:20 p.m. and Councilor Ketchum was absent (excused). Staff present included: Merlin MacReynold, City Manager; Bill Hillier, City Attorney; Mark Scheibmeir, Assistant City Attorney; Judy Schave, City Clerk; and Dennis Osborn, Community Development Director.

1. **Executive Session.** Mayor Dawes announced the council would be in executive session pursuant to RCW 42.30.110(1)(i) – potential litigation for approximately 30 minutes and there would be no decision following conclusion of the executive session.

Mayor Dawes closed the executive session at 5:05 p.m. and announced the council would take a short recess before opening the regular meeting at 5:06 p.m. Additional staff included: Glenn Schaffer, Police Chief/Interim Fire Chief; and Judy Pectol, Finance Manager. Members of the media included Dameon Pesanti from *The Chronicle*.

2. **Consent Calendar.** Councilor Taylor moved to approve the consent calendar comprised of the following:

- a. Minutes of the regular meeting of April 13, 2015;
- b. Claim Vouchers No. 112155-112293 and Electronic Funds Transfer No. 32015 in the amount of \$374,891.41 dated April 15, 2015; and
- c. Confirm Appointments of Steven (Andy) Skinner, John McKerricher, George Hauer, and Douglas Peterson to the Chehalis Historic Preservation Commission for three-year terms expiring May 1, 2018.

The motion was seconded by Councilor Lund and carried unanimously.

3. **Administration Reports.**

a. **Quarterly and March Financial Reports and Quarterly Sales and Use Tax Report.** Finance Manager Judy Pectol reported the beginning fund balances on the quarterly report are still preliminary. She noted the 2014 Annual Report will be filed next month, at which time the numbers will become final. Ms. Pectol pointed out that the quarterly report includes the new dedicated street fund, which will receive four percent of the city's sales and use tax to be used for street projects.

Ms. Pectol reported the sales tax has improved slightly since January, but the overall general fund revenues are still lower than what she would like them to be. She talked briefly about the miscellaneous revenues in the general fund, noting a majority of the \$98,900 is from insurance recoveries in the police and fire departments, and \$23,400 is reimbursement for the demolition project at 628 NW West Street.

City Manager MacReynold reported the general fund tax revenues are lower than projected, which has to do with the property tax revenue that traditionally comes in during the months of April and October. He stated, in looking at the numbers, we're bringing in about \$150,000 more than we did at this same time last year.

Ms. Pectol reported the contra expenses for the general fund expenditures still need to be recorded, which will bring the individual departments more in line with their budgets. She indicated she had no concerns with the enterprise funds at this time.

Councilor Spahr asked if the funding in the dedicated street fund is money they anticipate receiving in and transferring out through the course of the year. Ms. Pectol stated yes.

Councilor Spahr asked if they plan to let the fund grow, or will it be used as time goes on.

City Manager MacReynold stated it will depend on what the street department has lined up. He believed they would be using a majority of the money for the additional chip sealing they'll be doing this year, and for crack sealing.

April 27, 2015

b. **City Manager Annual Evaluation.** City Manager MacReynold reported one of the annual duties of the council is to evaluate the performance of the city manager. He stated the city clerk put together copies of the evaluation form for the council and they need to be returned by May 5. City Manager MacReynold noted an executive session is scheduled for the first meeting in May to go over the evaluation.

c. **Update on Airport Manager Hiring Process.** City Manager MacReynold reported a meet-n-greet for the airport manager finalists is scheduled for April 28 at the airport offices. He noted this will be a chance for the council and the public to meet and talk with the four finalists.

d. **Work Session to Discuss Chehalis Locomotive #15.** City Manager MacReynold reported a work session is scheduled for May 11 to discuss the city's steam train locomotive with the Chehalis-Centralia Railroad and Museum Board members. He noted two of the council members have indicated they will not be available on that date and asked if they would prefer to have this discussion at a later date with the full council. The consensus of the council was to reschedule the work session; however, after briefly discussing it, the earliest they would all be available is the second regular meeting in May.

Mayor Dawes stated he would hate to delay the discussion until the end of May, because they'll be running the train by then. The council decided to leave the work session on May 11, at 4:00 p.m. City Manager MacReynold suggested the two council members who will be out of town can participate telephonically if they're available.

4. **Council Reports.**

a. **Update From Councilor Harris.** Councilor Harris reported he stopped by the Silver Agency at their new location on Market Boulevard, nothing it's nice to see that business up and running and doing well.

Councilor Harris reported on the Chehalis River Basin Partnership meeting held on Friday, April 24. He noted the Partnership, along with other agencies, sponsors the annual Water Shed Festival that takes place in Grays Harbor County. Councilor Harris reported they're talking about adding a second festival this year to take place on the weekend of July 4 in Centralia, noting Centralia hosted the very first festival during their annual "Summerfest" event. He stated it seemed to draw a lot of support and as he gets more information he'll pass it along.

b. **Update From Mayor Dawes.** Mayor Dawes reported he attended the annual Firemen's Pension Board meeting on April 23, where it was noted Retired Fire Chief John Babb had recently passed away. He stated he worked alongside Chief Babb in the building next to his for a number of years and wanted to wish his family the best.

There being no further business to come before the council, the meeting adjourned at 5:24 p.m.

Mayor

Attest:

City Clerk

SUGGESTED MOTION

I move that the council approve the minutes of the regular city council meeting of April 27, 2015.

CITY OF CHEHALIS
AGENDA REPORT

DATE: April 30, 2015
TO: The Honorable Mayor and City Council
FROM: Judy Pectol, Finance Manager
PREPARED BY: Michelle White, Accounting Tech II
SUBJECT: Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions:

Claim Vouchers No. 112294 through 112445 in the amount of \$239,658.62 dated April 30, 2015 and the transfer of \$88,786.04 from the General Fund, \$757.70 from the Dedicated Street Fund - 4% Sales Tax Fund, \$24,335.12 from the Tourism Fund, \$3,522.09 from the Automotive Equipment Reserve Fund, \$21,730.64 from the Wastewater Fund, \$48,029.72 from the Water Fund, \$1,141.35 from the Storm & Surface Water Utility Fund, \$50,443.28 from the Airport Fund and \$912.68 from the Firemen's Pension Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the April 30, 2015 Claim Vouchers No. 112294 through 112445 in the amount of \$239,658.62.

SUGGESTED MOTION

I move to approve the April 30, 2015 Claim Vouchers No. 112294 through 112445 in the amount of \$239,658.62.

Reviewed by: , City Manager

CITY OF CHEHALIS
AGENDA REPORT

DATE: April 30, 2015
TO: The Honorable Mayor and City Council
FROM: Judy Pectol, Finance Manager JP
PREPARED BY: Michelle White, Accounting Tech II MW
SUBJECT: Payroll Vouchers and Transfers

ISSUE

Council approval is requested of the following financial transactions:

Payroll Vouchers No. 38027 through 38080, Direct Deposit Payroll Vouchers No. 5966 through 6054 and Electronic Federal Tax Payment No. 147 dated April 30, 2015 in the amount of \$726,779.33 and the transfer of \$503,103.66 from the General Fund, \$9,734.74 from the Arterial Street Fund, \$87,879.87 from the Wastewater Fund, \$84,130.51 from the Water Fund, \$18,515.65 from the Storm & Surface Water Utility Fund, \$21,868.91 from the Airport Fund and \$1,545.99 from the Firemen's Pension Fund.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council approve the April 30, 2015 Payroll Vouchers No. 38027 through 38080, Direct Deposit Payroll Vouchers No. 5966 through 6054, and Electronic Federal Tax Payment No. 147 in the amount of \$726,779.33.

SUGGESTED MOTION

I move to approve the April 30, 2015, Payroll Vouchers No. 38027 through 38080, Direct Deposit Payroll Vouchers No. 5966 through 6054, and Electronic Federal Tax Payment No. 147 in the amount of \$726,799.33.

Reviewed by: , City Manager

CITY OF CHEHALIS

AGENDA REPORT

DATE: April 30, 2015

TO: The Honorable Mayor and City Council

FROM: Rick Sahlin, Public Works Director
Don Schmitt, Street/Storm Superintendent

SUBJECT: Set Date and Time for Public Hearing for the 2016-2021 Six-Year Transportation Program

ISSUE

A public hearing will be included on the May 26, 2015, meeting agenda to provide the opportunity for comment and input on the City's proposed 2016-2021 Transportation Improvement Program (TIP). This hearing is required as part of the Six-Year Transportation Improvement Program (STIP) preparation process.

DISCUSSION

State law requires that a municipality conduct a public hearing to provide citizens the opportunity to comment on a proposed TIP prior to its adoption. The administration will conduct the required hearing on May 26 as part of the regular scheduled city council meeting. The proposed TIP will be presented to the public at that time. Staff will then use the public comments received to refine the TIP and present it to the council for formal adoption during the June 8 council meeting. For your reference, attached is a copy of the 2015-2020 TIP, as amended February 9, 2015.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that Council set May 26, 2015, at 5:05 p.m. as the date and time to conduct the public hearing concerning the City's 2016-2021 Six-Year Transportation Improvement Program.

SUGGESTED MOTIONS

I move that the Council set May 26, 2015 at 5:05 p.m. as the date and time for a public hearing on the City's 2016-2021 Six-Year Transportation Improvement Program.

REVIEWED BY:  _____, CITY MANAGER

CITY OF CHEHALIS - 2015-2020 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Project	General Description	Funding Source	Start Year	Prior Years	2014	2015	2016	2017	2018	2019	2020	Future	Total Cost
NW Chehalis Ave Beautification/Traffic Calm/Safety/TIB Expanded Preservation	Grind, overlay and beautify	Grants	2014		600,000								600,000
National Ave. Bridge Scour	Scour project & Repair, Salzer Creek Crossing	Grants	2014-2015		59,214	371,486							430,700
National Ave. Overlay	Grind, overlay, safety, etc.	Grants	Future									1,066,000	1,066,000
Market Blvd. - Park to N National Ave.	Renaissance streetscape planning	Utility Fund & Twin Transit	Future									2,000,000	2,000,000
Market Blvd - 13th to city limits	Grind / overlay	Grants & Loans	Future									2,500,000	2,500,000
Snively Ave improvements	Reconstruct 16th to 20th	General Fund, Utility Funds & Twin Transit	Future									2,234,000	2,234,000
Guardrail	Various locations throughout city	General Fund	Future									125,000	125,000
Riverside Dr/Newnukum Ave repairs	Spot repairs Hwy 6 to Shorey Rd	General Fund	Future									250,000	250,000
Chamber Way Bridge Replacement	Replace Bridge	Grants & Loans	Future									15,000,000	15,000,000
Kresky Ave improvements	Overlay	Grants & Loans	Future									1,000,000	1,000,000
Kresky Ave Flood Mitigation	Raise roadway between Exhibitor and Scott Johnson Blvd.	General Fund	Future									2,078,000	2,078,000
Front, Pacific, Park Streets improvements	Grind, overlay/utility/frontage improvements	General Fund, Grants & Loans	Future									2,500,000	2,500,000
Louisiana Ave Repairs	Spot repair & overlay Hwy 6 North	General Fund / TBD	Future		659,214	371,486	0	0	0	0	0	450,000	450,000
					659,214	371,486	0	0	0	0	0	29,203,000	30,235,700

National Ave. Bridge Scour 2014 costs adjusted to actual expenditures 2015 breakdown Remaining PE costs \$120,486 Estimated Construction costs \$251,000

CITY OF CHEHALIS
AGENDA REPORT

TO: The Honorable Mayor and City Council
FROM: Glenn Schaffer, Police Chief
DATE: May 4, 2015
SUBJECT: Interlocal Compact for Law Enforcement Cooperation between the
City of Chehalis, City of Centralia, and Lewis County

ISSUE

It is vital for the police departments and sheriff's office to continue to work cooperatively to deter and investigate crime, to apprehend offenders, and otherwise to fulfill their respective missions. Operational details of such cooperative endeavors will change over time. The interlocal compact will provide for the allocation of financial and material needs which may arise from such cooperative endeavors.

DISCUSSION

The City of Chehalis is currently looking at two interlocal agreements with Lewis County. One is for the formation of a Swift Water Rescue team; the second is for shared use of each agencies' K-9 teams. It was determined that in light of the number of interlocal agreements that are formed between Chehalis, Centralia, and Lewis County, that an interlocal compact be established which would satisfy the allocation of financial and material needs, therefore allowing the three law enforcement agencies to enter into agreements at the operational level. The compact also allows for other departments (such as the Fire Department) to enter into operational agreements.

RECOMMENDATION/COUNCIL ACTION DESIRED

The administration recommends that the council authorize the city manager to execute the proposed interlocal compact between the city, City of Centralia and Lewis County.

SUGGESTED MOTION

I move that the council authorize the city manager to execute the attached interlocal compact between the city, City of Centralia and Lewis County.

Reviewed by:  _____ City Manager

THIS AGREEMENT is made and entered into on the later of the dates of signature inscribed at the foot hereof:

– By and between –

Lewis County, % Karri Muir, CMC, Clerk of the Board of County Commissioners, 351 NW North Street, Chehalis, Washington 98532;

– and –

City of Centralia, % Deena Bilodeau, CMC, City Clerk, 118 W Maple St, P.O. Box 609, Centralia, Washington 98531;

– and –

City of Chehalis, % Judy Schave, CMC, City Clerk, 350 North Market Boulevard, Chehalis, Washington 98532.

WITNESSETH:

WHEREAS the parties hereto recognize that it is in the best interest of their respective citizens, residents, and taxpayers for their respective police departments and sheriff's office to continue to work cooperatively, in appropriate instances, to deter and investigate crime, to apprehend offenders, and otherwise to fulfill their respective missions; and

WHEREAS operational details of such cooperative endeavors in the field of law enforcement will change over time, and will remain within the professional competence of the parties' respective chief law enforcement officers; and

WHEREAS it is the responsibility of the parties' respective governing bodies to anticipate and facilitate such cooperative relationships by providing for the allocation of financial and material risk which may arise from such cooperative endeavors; and

WHEREAS the parties desire to create a structure of interlocal cooperation to which other units of local government may adhere in future.

THEREFORE, the parties agree as follows:

Interlocal Compact for Cooperation in Law Enforcement
and Related Activities of 2015.

AGREEMENT:

1. **Short title.** This document may be referred to as the Interlocal Compact for Cooperation in Law Enforcement and Related Activities of 2015. This Compact is an Interlocal Agreement subject to the Interlocal Cooperation Act of the State of Washington, set forth in title 39, chapter 34 of the Revised Code of Washington. It is referred to hereinafter as the "Compact".

2. **Authority for operational cooperation.** The chief law enforcement officers ("CLEOs") may, from time to time, elect to collaborate between or among themselves for any purpose or purposes within their respective spheres of responsibility. In any such instance, the provisions of this Compact shall apply.

(a) Should other units of local governments become parties to the Compact in future, then such collaboration may continue among the CLEOs (or other chief operating officers ("COOs") of the parties hereto. The term "chief operating officers" may include fire chiefs, directors of public hospital districts, school superintendents, and like officers of other units of local government.

3. **Joint units.** In the event that such collaboration takes the form of the creation of a joint unit or taskforce ("joint unit"), then each CLEO shall assign appropriate trained and equipped personnel to serve as members of any such unit or taskforce. Such personnel shall be certified law enforcement officers or other appropriately qualified personnel in good standing with each agency.

4. **Supervisors of joint units.** Each joint unit shall be led by a designated supervisor, who shall be appointed and assigned by agreement between the respective CLEO's. Such supervisor shall provide such direction to the members of such unit or taskforce (regardless of their agency of employment) as is necessary and customary within the law enforcement community.

5. **Sole employer.** Each party shall remain responsible for the salary, personnel benefits, and associated costs of each person it assigns to a joint unit. Each person assigned to the unit shall remain the sole employee of the party which employs that person; and he or she shall remain fully responsible to that agency/jurisdiction, and shall continue to fully comply with all rules, regulations, policies, procedures, and customs of his/her employer and the unit. It is not the intent of this Compact to establish an employment or other legal relationship between the parties and any member of any joint unit, nor between any particular officer/member of the unit and any agency/jurisdiction,

Interlocal Compact for Cooperation in Law Enforcement
and Related Activities of 2015.

nor shall it be so construed or implied. Neither appointment to a joint unit nor appointment to any particular position or role within such unit shall entitle an employee to any increased and/or additional employment rights and/or benefits beyond those which are granted to him or to her by his or her employer, Civil Service Commission, and/or applicable collective bargaining agreement (if any).

8. Employee evaluation. Each joint unit's designated supervisor will provide information to each unit member's agency relevant for normal employee evaluation purposes, as well as for all other work-related purposes as necessary and/or requested. Each party shall be responsible for such other and/or further employee evaluation as it may require.

a) A unit supervisor may decline to accept the appointment of any person appointed to a joint unit by any party hereto, and such supervisor may terminate the appointment of any unit member following his or her appointment to a joint unit. However, no such termination may occur, except in an emergency, prior to consultation between the unit supervisor, the CLEO (or designee) of the appointee's agency, and the CLEO (or designee) of the unit supervisor's agency. No such action by a unit supervisor shall be deemed a disciplinary measure or action. Each party may remove any of its employees from a joint unit at any time, as it may deem the interests of its agency to require.

b) The party employing each member of the unit shall retain all disciplinary authority over its employees, including disciplinary authority in respect of acts arising out of or relating to service on the Unit.

c) The unit supervisor, and/or his designee, shall be responsible for the development, implementation, and maintaining unit policies and procedures. A review of such policies and procedures shall be conducted annually the CLEOs of the agencies whose members comprise the unit.

9. Civil forfeitures. In the event that the activities of any joint unit are reasonably likely to lead to civil actions for the forfeiture of any goods or property, then the CLEO's of the agencies whose personnel staff that joint unit shall confer and attempt to agree upon a method for determining jurisdiction in such actions, as well as a just formula for apportioning the costs and proceeds of any such proceedings. The CLEO's shall involve their respective city attorneys' offices or county prosecutor's office in such discussions, when and as appropriate. If agreement cannot be reached, then the parties shall attempt to resolve any differences through mediation.

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

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

11. Survival of Indemnity Obligations. The parties agree all indemnity obligations shall survive the completion, expirations and termination of this Compact and shall run through the statute of limitations for any claim which may be brought forward.

12. Waiver of Immunity. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Compact.

13. Industrial Insurance Coverage. All parties to this Compact shall provide or purchase industrial insurance coverage prior to performing work under this agreement. The parties will each be responsible for payment of industrial insurance premiums and for any claims or benefits for their employees which might arise under the industrial insurance laws during the performance of duties and services under this Compact.

14. Insurance Requirements. Both parties shall procure and maintain, for the duration of this Compact, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the parties and their respective employees. The minimum scope of insurance is described below:

a) *Automobile Insurance* – Each party shall provide self-insurance or risk pool coverage covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b) *Commercial General Liability Insurance* – Each party shall provide self-insurance and risk pool coverage covering liability with limits of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. In the alternative, it may elect to provide commercial general liability coverage through an insurer licensed to do business in the State of Washington with the same policy limits.

15. **Term of this compact.** The terms of this Compact shall remain in effect until amended, modified, or cancelled by agreement of seventy-five percent (75%) the parties hereto at any point in time.

16. **Withdrawal.** Any party may withdraw from this Compact upon providing each of the other units of local government who then are parties thereto with thirty (30) days written notice thereof.

17. **Further parties to this Compact.** With the consent of not less than seventy-five percent (75%) of the units of local government which are parties to this Compact at the time, any other unit of local government may become a party to this Compact upon its ratification by the governing body of such unit and the recording of such instrument of ratification with the Lewis County Auditor and with the Auditor of the county or counties in which such unit of local government is located. As used in this Compact the term “unit of local government” includes any municipal or quasi-municipal corporation of the State of Washington; more particularly but without prejudice to the generality of the foregoing, the term includes any county, city, town, fire district, school district, or other special district. The term also includes any Federally-recognized Indian tribe whose lands are located in whole or in part within the State of Washington.

18. **Amendments.** Any party to this Compact may request an amendment to any of its provisions. No amendments to this Compact shall be valid or binding unless approved by seventy-five percent (75%) of the units of local government which are parties to it at the time, and signed by their respective authorized representatives.

19. **Execution.** This Compact shall be executed in quadruplicate (4) original counterparts.

a) One counterpart shall be tendered to each Party hereto.

Interlocal Compact for Cooperation in Law Enforcement
and Related Activities of 2015.

b) Within ten (10) days of its execution, the Lewis County Sheriff shall cause an original counterparts to be recorded in the records of the Lewis County Auditor's Office pursuant to RCW 39.34.040.

20. **Notices.** All notices which any party may wish to tender to any other party pursuant to this Compact shall be in writing and shall be sent by Certified U.S. Mail to the chief executive officer of the other party. In this Compact the term "chief executive officer" means a mayor, chairperson of a board of county commissioners, county executive, chairperson of a fire district or of a school district, or the holder of a like office within a unit of local government.

21. **Warrant of Authority.** Each Party warrants that its governing body has ratified this Compact and in such has authorized the person identified below to sign this Compact on its behalf.

22. **Entire Agreement.** This Compact:

- a) Contains the entire understanding of the parties with respect to the subject matter covered,
- b) supersedes all prior and contemporaneous understandings, and
- c) may only be amended in accordance with the provisions set out above.

23. **Records Retention.** All records of each party concerning any joint unit, and concerning that party's participation in that joint unit, shall be retained by the respective entities for at least ten (10) years. Records may be retained in any form, including native computer file format or digitized scans of paper documents.

24. **Public Records Act.** The parties shall assist one another to fulfill all obligations of each party to this Compact under the Washington Public Records Act (Chapter 42.56 of the Revised Code of Washington).

- a) The parties recognize that under that Act, each party has a duty to provide third parties with access to all documents (defined broadly), "containing information relating to the conduct of government," and that this obligation extends to documents in the sole possession of any party and used by it, and/or by any other party to this Compact, for purposes relating to this Compact.

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b) In the event any party receives notice from any other party that the requesting party has received a demand for one or more documents which the requesting party has not been able to locate in its files, and that the requesting party is obliged to release pursuant to the Public Records Act, then, if those documents (or any of them) are in the possession of the other party, that other party shall provide copies of those documents to the requesting party within five (5) business days of being requested to do so; or, within five (5) business days, it shall notify the requesting party of when, acting with all reasonable haste, it will be able to provide the requesting party with copies of those documents. The other party then shall actually provide copies of those documents to the requesting party by such date.

c) In the event that a party fails to fulfill its obligations pursuant to this section, and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon another party for violation of the Public Records Act, then the party in breach of such obligations shall indemnify the other party for that penalty, as well as for all costs and attorney fees incurred by that party in the litigation giving rise to such penalty.

d) The obligations created by this section shall survive the termination of this Compact.

25. **Arbitration.** Any dispute between or among the parties arising out of or relating to this Compact shall be resolved through mandatory arbitration in Tacoma, Washington, pursuant to the arbitration rules of the Washington Arbitration and Mediation Service ("WAMS"), before an arbitrator selected pursuant to those Rules.

26. **Choice of Law and Venue.** This Compact is made originally within Lewis County, Washington. It shall be construed in accordance with the laws of the State of Washington (excluding Washington's choice of law rules) and of the United States of America. Any action to enforce any rights or obligations created by this Compact or to construe this Compact shall be brought in the Superior Court of Washington for Lewis County in Chehalis, or in the United States District Court for the Western District of Washington in Tacoma.

27. **Survival of Agreement.** This Compact shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and (to the extent assignment is permitted by this Compact) their assigns. The terms, conditions, and warranties contained in this Compact that by their sense and context are intended to

survive the completion of the performance, cancellation, or termination of this Compact shall so survive.

28. **Severability.** If any provision of this Compact is found to be contrary to law or public policy, or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.

29. **Waiver.** Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Compact unless stated to be such in writing and signed by the Parties hereto or by their authorized representatives.

30. **Assignment and Delegation.** No party may assign any benefit nor delegate any duty provided for, anticipated, or arising out of by this Compact without the prior express written consent of at least seventy-five percent (75%) of the parties hereto at the time when such consent comes to be required.

31. **Rules of Interpretation.** No provision of this Compact shall be interpreted or construed for or against any party because that party or its legal representative drafted that provision. This Compact shall be construed as if jointly prepared by all of the entities which are parties hereto at the time when this Compact comes to be interpreted or construed.

32. **Merger.** This Compact contains all of the terms and conditions of the parties' agreement as to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Compact shall be deemed to exist or to bind the parties hereto.

33. **Headings.** In this Compact section and sub-section headings appear for convenience of reference only, and they shall not be used or considered in construing the terms hereof.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the dates indicated below.

CITY OF CHEHALIS

CITY OF CENTRALIA

By: _____
Merlin G. MacReynold
City Manager

By: _____
Rob Hill
City Manager

Date: _____

Date: _____

Reviewed as to form by:

Reviewed as to form by:

City Attorney

City Attorney

Date: _____

Date: _____

LEWIS COUNTY

By: _____
Edna J. Fund, Chair
Board of County Commissioners

Date: _____

Interlocal Compact for Cooperation in Law Enforcement
and Related Activities of 2015.

Approved as to both form and substance by:

J. David Fine,
Senior Civil Deputy Prosecuting Attorney

Date: _____

Interlocal Compact for Cooperation in Law Enforcement
and Related Activities of 2015.

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**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

RE: RATIFICATION OF INTERLOCAL COM-)
 PACT FOR COOPERATION IN LAW)
 ENFORCEMENT OF 2015, AND AUTH-)
 ORIZING THE CHAIR OF THE BOARD OF) RESOLUTION 15-____
 COUNTY COMMISSIONERS TO SIGN)
 THE SAME ON BEHALF OF LESIS)
 COUNTY)

WHEREAS the safety and security of the people of Lewis County often is best attained through cooperation at the operational level between and among local law enforcement agencies and other units of local government; and

WHEREAS operational requirements in the field of law enforcement frequently change over time; and

WHEREAS a structure is required to provide for allocation of such risks and/or financial benefits which may arise or accrue through such endeavors;

WHEREAS the allocation and reallocation of law enforcement personnel and resources is within the sphere of competence of the Lewis County Sheriff and his professional peers; and

WHEREAS the Interlocal Compact for Cooperative Law Enforcement of 2015 has been drafted and negotiated with the major cities of Lewis County, to provide a structure for such cooperative endeavors over time;

THEREFORE BE IT RESOLVED that pursuant to the Interlocal Cooperation Act of the State of Washington, the Interlocal Compact for Cooperation in Law Enforcement of 2015, which comprises Exhibit A to this Resolution, is hereby ratified by the Board of County Commissioners of Lewis County; and the Board's Chair, Commissioner Edna Fund, is authorized to sign the same on behalf of Lewis County.

PASSED IN REGULAR SESSION this 26th day of May 2015.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Clerk of the Board

Chairwoman

- seal -

APPROVED AS TO FORM:
JONATHAN MEYER, Prosecuting Attorney

By: _____
Civil Deputy

Member

Member