



City of Raymond

WASHINGTON

CITY COUNCIL AGENDA

Meeting: Tuesday, September 6th, 2022, at 6:00 PM
Location: City Hall Council Chambers
ZOOM LINK: <https://us02web.zoom.us/j/5780540411>

Meeting ID: 578 054 0411
One tap mobile +12532158782, 2590939124# US (Tacoma)

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL AND DETERMINATION OF A QUORUM**
4. **APPROVAL OF AGENDA, CONSENT AGENDA, AND THE MINUTES OF AUGUST 15th, 2022, COUNCIL MEETING**
5. **COMMUNICATIONS**
6. **ITEMS FROM THE PUBLIC**
7. **CIVIL SERVICE APPOINTMENT- *Action***
8. **PACIFIC CO. INTERLOCAL COOPERATIVE AGREEMENT-*Action***
9. **ORDINANCE #1911: AMENDING, REPEALING AND ADDING TO CHAPTER 2.15 MAYOR DUTIES AND AUTHORITY AND CHAPTER 2.35 CITY APPOINTIVE OFFICES- *Second Reading- Action***
10. **LATERAL OFFICER HIRING BONUS-*Discussion only***
11. **DEPARTMENT HEAD REPORTS**
 - a. Fire Chief Bill Didion
 - b. Police Chief Chuck Spoor
 - c. Public Works Director Eric Weiberg
 - d. Clerk- Treasurer Kayla MacIntosh
12. **MAYOR COMMENTS**
13. **COUNCIL COMMENTS**
14. **ADJOURNMENT**

Next Regular Scheduled Council Meeting
MONDAY, SEPTEMBER 19th, 2022, at 6:00 PM

Notice – All proceedings of this meeting are sound recorded – Except Executive Sessions – The City of Raymond provides access and services to all members of the public. Please notify City Hall at least 48 hours prior to an event if reasonable accommodations are needed.



City of Raymond

WASHINGTON

COUNCIL PROCEEDINGS

AUGUST 15th, 2022

CALL TO ORDER

The council meeting was called to order at 6:00 p.m. by Mayor Roberts. Roll was taken and the meeting was quorate.

Council Members present:

Karen Tully
W. Ian Farrell
Tony Nordin
Steve Jones
Heidi Worlton
Chris Halpin
Ryan Porter-Zoom

Department Heads Present:

Eric Weiberg, Public Works Director
Kayla MacIntosh, Clerk/Treasurer
Bill Didion, Fire Chief (Zoom)
Police Chief, Chuck Spoor

APPROVAL OF AGENDA, CONSENT AGENDA & MINUTES

Prior to approval of the agenda, consent agenda and meeting minutes from August 1st, 2022, Mayor Roberts requested an amendment to the consent agenda to include payroll warrants. Councilor Farrell moved to approve the agenda, amended consent agenda, and the meeting minutes from August 1st, 2022. Motion carried. Motion passed unanimously.

CLAIMS #70422 THROUGH #70480

\$99,878.53

PAYROLL #70481 THROUGH #70490

\$200,169.60

(Direct Deposit included)

COMMUNICATIONS

There were none.

ITEMS FROM THE PUBLIC

There were none

CIVIL SERVICE APPOINTMENTS:

Councilor Worlton moved to confirm Scott Coty and Heidi Worlton as members of the Civil Service Commission. Motion carried. Motion passed unanimously.

ORDINANCE #1911 REPEALING AND ADDING TO CHAPTER 2.15 MAYOR DUTIES AND AUTHORITY AND CHAPTER 2.35 CITY APPOINTIVE OFFICES:

After brief discussion, Councilor Farrell motioned to approve a second reading of ordinance #1911. Motion carried. Motion passed unanimously.

RESOLUTION #1278 ADOPTION OF THE PACIFIC CO. SOLID WASTE AND MODERATE RISK WASTE MANAGEMENT PLAN:

After discussion, Councilor Nordin moved to approve resolution #1278. Motion carried. Motion passed with 6 ayes and 1 opposition.

DEPARTMENT HEAD REPORTS:

- Public Works Director, Eric Weiberg provided an update on the water tank project, streets project, and upcoming grant applications.
- Fire Chief, Bill Didion, provided new staff update.
- Police Chief, Chuck Spoor, provided new staff update.
- Clerk/ Treasurer, Kayla MacIntosh provided upcoming training information.

MAYOR'S COMMENTS

Mayor Roberts proposed to the council to hold budget workshops for the upcoming budget year. All council members were in favor.

COUNCIL COMMENTS:

Councilor Farrell requested information regarding the City's Comp Plan and the OR Nevitt Pool's contract.

Councilor Nordin requested update on the sidewalk repair at 8th Street Park.

Councilor Halpin requested an update on ARPA funds allocation.

Councilor Porter requested information on a plan to update the city dock.

ADJOURNMENT

The meeting was adjourned by motion of Council Member Nordin at 6:42 p.m. Motion carried. Motion passed unanimously.

ATTEST:

Kayla MacIntosh, Clerk/Treasurer

Dee Roberts, Mayor



RAYMOND CITY COUNCIL MEETING

SEPTEMBER 6th, 2022

CONSENT AGENDA

APPROVAL OF CLAIMS

CLAIMS #70505 THROUGH #70560

\$80,543.48

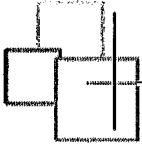
PAYROLL #70491 THROUGH #70504

\$166,456.45

(Direct Deposit included)

EFT/DEBIT (July 2022)

\$20,544.71



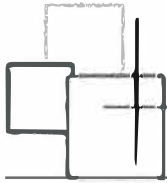
A/P Check Register

Fiscal : 2022
 Period : 2022 - SEPTEMBER, 2022 - AUGUST
 Council Date : 2022 - SEPTEMBER - 1st Council, 2022 - AUGUST - Hand Pays

Number	Vendor Name	Account Description	Amount	
70505	Arnold, Tom	Professional Services	\$256.00	CDL RENEWAL/PHYSICAL
70506	Boggs, Arlie	Training Tuition	\$551.99	TRAINING FEES
70507	KARNATZ, JEFF	Professional Services	\$2,100.00	THEATER MANAGER
70508	Patrick, Nicholas	Personnel Benefits	\$16.29	UNIFORM REIMB.
70509	Penoyar, Joel	City Attorney	\$1,000.00	CITY ATTORNEY
70510	RUDELL, STEVE	Professional Services	\$198.00	SAFETY GLASSES
70511	WA ST Dept of Ecology - Attn: Cashiering Unit	Miscellaneous (Dues, Fees etc)	\$67.00	JACE EKMAN - OIT2
70512	Wetterauer, Tyson	Professional Services	\$120.00	DOT EXAM
70513	911 SUPPLY	Operating Supplies	\$1,653.32	OPERATING SUPPLIES POLICE
70514	A-1 CUSTOM CARPET CLEANING	Professional Services	\$235.00	BOAT LAUNCH RESTROOM CLEANING
70515	ABILITY NETWORK INC.	Professional Services	\$164.47	AMB/FIRE MEDICARE CLAIMS
70516	Advanced Analytical Solutions, LLC	Lab Tests	\$189.46	WTP CHLORINE
70517	Airgas USA, LLC	Operating Supplies	\$38.42	AMB/FIRE OXYGEN
70518	AMB Tools & Equipment	Operating Supplies	\$690.71	WWTP THERMOSTAT
70519	CASCADE FIRE AND SAFETY	Small Tools & Equipment	\$837.77	AMB/FIRE REPLACEMENT LENS
70520	CINTAS FIRE 636525	Distribution Supplies	\$29.23	
		Facility Supplies	\$500.96	
		Operating Supplies	\$91.95	
		Check Total:	\$622.14	ALL DEPTS MEDICAL CABINETS
70521	Coast Controls & Automation, Inc.	Instrument Services	\$2,878.16	
		Operating Supplies	\$505.91	
		Check Total:	\$3,384.07	WWTP SERVICE AND SUPPLIES
70522	Code Publishing Company	Professional Services	\$773.24	MUNICIPAL CODE UPDATE
70523	COMCAST	Communications	\$425.60	
70524	COMCAST	Communications	\$696.26	
70525	Culligan	Operating Rentals/leases	\$45.24	
70526	SOWA, AMANDA	Customer Deposits Refunded	\$48.43	DEPOSIT REFUND
70527	ATTRIDGE, ERIN	Sewer Service Charges	\$328.90	OVERPAYMENT REFUND
70528	LINDBERG, KAY	Customer Deposits Refunded	\$52.63	DEPOSIT REFUND
70529	Fastenal	Operating Supplies	\$215.73	PW SUPPLIES
70530	FBI - LEEDA	Training Tuition	\$695.00	NEW OFFICER TRAINING
70531	FREIGHTLINER NORTHWEST OF OLYMPIA	Operating Supplies	\$140.96	GARBAGE TRUCK SUPPLY
70532	G.H. Equipment Co.	Distribution Supplies	\$23.05	
		Operating Supplies	\$581.18	
		Check Total:	\$604.23	WWTP SUPPLIES
70533	GORDON TRUCK CENTERS INC. - VALLEY FREIGHTLINER	Operating Supplies	\$553.73	GARBAGE TRUCK SUPPLY
70534	H.D. Fowler Co.	Distribution Supplies	\$727.30	
		Operating Supplies	\$5,467.33	

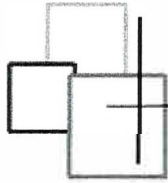
			Check Total:	\$6,194.63	WTP/WWTP SUPPLIES
70535	Hatfield Communications	Professional Services		\$801.02	CITY HALL PHONE SYSTEM SERVICE
70536	Henry Schein, Inc.	Operating Supplies		\$1,644.90	AMB/FIRE SUPPLIES
70537	JENNINGS EQUIPMENT, INC.	Distribution Supplies		\$197.48	
		Operating Supplies		\$394.97	
			Check Total:	\$592.45	KUBOTA SUPPLIES
70538	K & L Supply Inc.	Operating Supplies		\$1,518.54	PARKS SUPPLIES
70539	Materials Testing & Consulting, Inc.	Miscellaneous-Tank Rehab Pending Loan Approval		\$1,283.00	WATER TANK INSPECTION
70540	NO NO'S TOWS	Professional Services		\$680.64	3 VEHICLE TOWS
70541	Pacific County Sheriff	County Jail Services		\$1,098.29	JAIL FEES
70542	PUD #2 of Pac. County	Utility Services		\$45.70	APT PUD
70543	RANDY'S LANDSCAPING AND NURSERY	Prof Services (Janitor)		\$670.87	
		Professional Services		\$275.00	
			Check Total:	\$945.87	LIBRARY/POOL/CITY HALL LANDSCAPING
70544	Raymond City Treasurer	Customer Deposits Refunded		\$1,323.94	CUSTOMER DEPOSITS
70545	Raymond City Water Clerk	Carriage Utilities		\$148.89	
		City Utility Billings		\$232.61	
		Pool Utilities		\$0.00	
		Public Market Utilities		\$87.31	
		Public Utilities		\$173.08	
		Public Utility Service		\$580.65	
		Seaport Utilities		\$142.68	
		Utilities		\$5,718.73	
		Utility Services		\$121.13	
		Visitor Center Utilities		\$162.21	
			Check Total:	\$7,367.29	ALL DEPTS W/S/G
70546	Ricoh USA, Inc	Lease/rental		\$53.40	
		Operating Rentals & Leases		\$53.41	
		Operating Rentals/leases		\$234.41	
		Rentals & Leases		\$53.40	
			Check Total:	\$394.62	PW/POLICE COPY MACHINES
70547	Ricoh USA, Inc	Operating Rentals/leases		\$11.57	POLICE COPIER READINGS
70548	Sea-Western Inc.	Fire Dept Equipment		\$27,203.81	
		Small Tools & Equipment		\$186.31	
			Check Total:	\$27,390.12	AMB/FIRE FIRE TRUCK
70549	Standard Insurance Co	Personnel Benefits		\$326.22	
		Volunteer Benefits		\$231.12	
		Water Treatment Benefits		\$23.55	
			Check Total:	\$580.89	ALL DEPT INSURANCE
70550	Steve's Front End Inc.	Repair & Maintenance		\$90.74	POLICE CAR MAINTENANCE
70551	The Part Works, Inc.	Operating Supplies		\$36.48	PARKS SUPPLIES
70552	TMG Services, Inc.	Operating Supplies		\$2,246.66	WTP SUPPLIES
70553	Traffic Safety Supply Co.	Traffic Control Supplies		\$212.45	STREET SIGNS
70554	Tyler Rental, Inc.	Operating Rentals & Leases		\$1,920.67	EXCAVATOR RENTAL
70555	U.S. Cellular	Communications		\$226.65	PW/FIRE CELLPHONES
70556	UniFirst	Laundry		\$781.36	
		Laundry Service		\$467.41	
		Misc (Dues, Registrations etc)		\$169.95	
		Miscellaneous		\$102.87	
			Check Total:	\$1,521.59	PW LAUNDRY
70557	USA Blue Book	Lab Supplies		\$552.11	
		Operating Supplies		\$111.45	

			Check Total:	\$663.56	WWTP SUPPLIES
70558	Verizon Wireless	Communications		\$997.39	POLICE PHONES/TABLETS
70559	WA ST Dept of Ecology - Attn: Cashiering Unit	Permits		\$3,752.00	WATER PLANT PERMIT
70560	WALTER E. NELSON CO. OF ASTORIA	Operating Supplies		\$297.23	PARKS SUPPLIES
	Grand Total			\$80,543.48	
	Total Accounts Payable for Checks #70505 Through #70560				



Register

Number	Name	Fiscal Description	Cleared	Amount
<u>70491</u>	Boggs, Arlie H.	2022 - AUGUST - 2nd Council		\$2,183.79
<u>70492</u>	Castro, Yamilie K	2022 - AUGUST - 2nd Council		\$331.53
<u>70493</u>	Clements, Hunter L	2022 - AUGUST - 2nd Council		\$189.32
<u>70494</u>	Nichols, Lindsey N	2022 - AUGUST - 2nd Council		\$517.22
<u>70495</u>	Ristow, Micah D.	2022 - AUGUST - 2nd Council		\$3,861.36
<u>70496</u>	Sanchez, Alfonso J	2022 - AUGUST - 2nd Council		\$213.33
<u>70497</u>	I.A.F.F. (GNWFCU)	2022 - AUGUST - 2nd Council		\$491.85
<u>70498</u>	NORTHWEST FIRE FIGHTERS TRUST	2022 - AUGUST - 2nd Council		\$111.64
<u>70499</u>	OREGON DEPT. OF JUSTICE	2022 - AUGUST - 2nd Council		\$339.00
<u>70500</u>	TEAMSTERS Local #252	2022 - AUGUST - 2nd Council		\$317.00
<u>70501</u>	THORBECKES FITNESS	2022 - AUGUST - 2nd Council		\$162.01
<u>70502</u>	WSCCCE	2022 - AUGUST - 2nd Council		\$421.40
<u>70503</u>	WSCFF Emp Benefit Trust/MERP	2022 - AUGUST - 2nd Council		\$550.00
<u>70504</u>	WSCFF/DiMartino Associate	2022 - AUGUST - 2nd Council		\$281.62
<u>ALFAC AUG. 2ND</u>	AFLAC Remittance Processing	2022 - AUGUST - 2nd Council		\$566.48
<u>PAYROLL 2022</u>				
<u>August 2nd Payroll 2022</u>	Payroll Vendor	2022 - AUGUST - 2nd Council		\$89,847.90
<u>DEFERRED COMP. AUG</u>	WA St Treasurer - Def Comp	2022 - AUGUST - 2nd Council		\$3,410.00
<u>2ND PAYROLL 2022</u>				
<u>DRS RETIREMENT AUG</u>	Dept of Retirement Systems	2022 - AUGUST - 2nd Council		\$20,246.76
<u>2ND PAYROLL 2022</u>				
<u>ESD AUG.2ND PAYROLL</u>	Employment Security Dept	2022 - AUGUST - 2nd Council		\$274.66
<u>2022</u>				
<u>IRS TAXES AUG. 2ND</u>	Raymond City Treasurer- Taxes	2022 - AUGUST - 2nd Council		\$36,671.73
<u>PAYROLL 2022</u>				
<u>L&I AUG. 2ND PAYROLL</u>	Dept of Labor & Industry	2022 - AUGUST - 2nd Council		\$4,556.94
<u>2022</u>				
<u>NATIONWIDE AUG 2ND</u>	Nationwide Retirement Solutions	2022 - AUGUST - 2nd Council		\$300.00
<u>PAYROLL 2022</u>				
<u>PFMLA AUG 2ND.</u>	Employment Security Dept (PFMLA)	2022 - AUGUST - 2nd Council		\$610.91
<u>PAYROLL 2022</u>				
				\$166,456.45



Register Activity

Fiscal: 2022
Period: 2022 - JULY
Council Date: 2022 - JULY - Open Period

Reference	Date	Amount	Notes
Reference Number: 2nd Quarter Leasehold Tax (Alder+Third Street)	WA ST Dept of Revenue	\$363.95	
<u>2nd Quarter Leasehold Tax (Alder+Third Street)</u>	7/7/2022	\$363.95	
Reference Number: DOR EXCISE TAX JULY 2022	WA ST Dept of Revenue	\$11,477.97	
<u>DOR EXCISE TAX JULY 2022</u>	7/26/2022	\$11,477.97	
Reference Number: FIB June 2022 Service Charges	FIRST INTERSTATE BANK	\$238.01	
<u>FIB June 2022 Service Charges</u>	7/15/2022	\$238.01	
Reference Number: June 2022 INVOICE CLOUD SERVICE CHARGES	ICLOUD	\$244.30	
<u>JUNE 2022 INVOICE CLOUD SERVICE CHARGES</u>	7/8/2022	\$244.30	
Reference Number: MASTERCARD JULY 2022	MASTERCARD C/O FIRST INTERSTATE BANK	\$4,982.46	
<u>MASTERCARD - JULY 2022</u>	7/29/2022	\$4,982.46	
Reference Number: PITNEY BOWES POSTAGE JULY 2022	Pitney Bowes	\$700.00	
<u>PITNEY BOWES POSTAGE JULY 2022</u>	7/7/2022	\$700.00	
Reference Number: POLICE CAR LOAN #2 JULY 2022	Bank of the Pacific	\$865.54	
<u>POLICE CAR LOAN #2 JULY 2022</u>	7/11/2022	\$865.54	
Reference Number: POLICE CAR LOAN #3 JULY 2022	Bank of the Pacific	\$924.67	
<u>POLICE CAR LOAN #3 JULY 2022</u>	7/19/2022	\$924.67	
Reference Number: POLICE CAR LOAN #4 JULY 2022	Bank of the Pacific	\$747.81	
<u>POLICE CAR LOAN #4 JULY 2022</u>	7/1/2022	\$747.81	

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This **AGREEMENT** is between the City of Raymond ("RAYMOND"), a political subdivision of the State of Washington, and Pacific County ("PACIFIC COUNTY"), a political subdivision of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and Chapter 39.34 of the Revised Code of Washington provides for intergovernmental services; and

WHEREAS, both parties are limited in funds and agree to share resources where mutually agreed.

NOW THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this AGREEMENT is to provide joint sharing in the acquisition of equipment, supplies and services; and allowing the disposal of equipment by one agency for another. PACIFIC COUNTY will perform through the Road Division of the PACIFIC COUNTY Public Works Department, the following work at a time and in a convenient manner: construction, repair or maintenance of the streets, bridges, drainage facilities, sidewalks, curbs, traffic control devices, and further miscellaneous services including engineering, GIS analysis, and right of way services on an individual basis. Upon written request made upon a form ("Work Task Request") supplied by requesting party, the performing party agrees to perform work requested, reserving however, the right to deny or approve each request on an individual basis. Performing party will be reimbursed for the costs of the work performed and its workers, based on the actual cost of labor, equipment rental, and materials used in the construction, repair, or maintenance work involved, including costs for overhead, indirect costs, and fringe benefits to labor. Performing party shall submit a statement of the costs incurred in performance of the work to requesting party, and within thirty (30) days thereafter the requesting party shall pay the performing party the amount of the statement.
2. Administration. No new or separate legal or administrative entity is created to administer the provisions of the AGREEMENT. This AGREEMENT shall be administered by RAYMOND and PACIFIC COUNTY.
3. Scope. RAYMOND, in contracting for the purpose of goods and services for itself, agrees to so contract also on behalf of PACIFIC COUNTY, to the extent permitted by law and agreed upon between the parties. Likewise, PACIFIC COUNTY, in contracting for the purchase of goods and services for itself, agrees to so contract also on behalf of RAYMOND, to the extent permitted by law and agreed upon between both parties.

4. Duration of Agreement - Termination. This AGREEMENT shall remain in force until December 31, 2032, PROVIDED, that the agreement may be terminated by either party by giving ten (10) day written notice to the other, PROVIDED, that termination shall not affect or impair joint purchases of the parties that are agreed to on or before the date of termination.
5. Right to Contract Independent Action Preserved. Each party shall have the right to contract independently for the purchase of any goods or services. Each party shall also have the right to exclude the other party from particular purchases, for any reason, whether with or without notice to the other party. PROVIDED, that nothing in this paragraph shall impair existing or agreed upon future joint purchases of the parties.
6. Compliance with Legal Requirements. In making purchase contracts hereunder, the contracting party shall comply fully with the legal requirements applicable to its purchase.
7. Financing. Whenever either party desires to make purchases under a contract entered into by the other party, it shall timely provide the other party with all necessary descriptions, specifications, and other relevant information. The party whose purchases are included in contracts entered into by the other party shall likewise make timely payment therefore. Each party accepts no responsibility for the payment or acquisition price of equipment or services intended for use by the other party.
8. Acquisition, Ownership, and Disposition of Property. All purchases by either party pursuant to the terms of this AGREEMENT shall be the property of the purchaser and held or disposed of by the sole discretion of the purchaser. For purposes of this section, "purchaser" means the party contracting with a third party to acquire particular goods or services, PROVIDED, that if the party contracting with the vendor accepts full payment from the other party for the goods or services in question, such other party becomes the "purchaser" of those goods or services. Any property jointly purchased shall be held or disposed of by the party in possession subject to reimbursement of any portion of its cost contributed by the other party of this AGREEMENT.
9. Filing. Executed copies of the AGREEMENT shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this AGREEMENT becoming effective.
10. Interlocal Cooperation Disclosure. Each party may insert in its solicitations for equipment a provision that other authorized government agencies may also wish to procure the equipment being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.
11. Non-Delegation/Non-Assignment. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this AGREEMENT without the written consent of the other party. Neither party shall be responsible to the other for the performance or non-performance of contracts by vendors.
12. Severability. Any provision of this AGREEMENT, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidation the remaining provisions or affecting the validity or enforcement of such provisions.

13. Indemnification by Parties. To the fullest extent permitted by law, RAYMOND agrees to indemnify, defend and hold PACIFIC COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) arising in connection with performance of this AGREEMENT, which are caused in whole or in part by any action or omission, negligent or otherwise, of RAYMOND, its employees, agents or volunteers or RAYMOND's subcontractors and their employees, agents or volunteers.

To the fullest extent permitted by law, PACIFIC COUNTY agrees to indemnify, defend and hold RAYMOND and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) arising in connection with performance of this AGREEMENT which are caused in whole or in part by any action or omission, negligent or otherwise, of PACIFIC COUNTY, its employees, agents or volunteers or PACIFIC COUNTY's subcontractors and their employees, agents or volunteers.

This indemnification obligation of one party shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the other party. This indemnification obligation of the parties shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the PARTIES hereby expressly waive any immunity afforded by such acts, as respects the other party only. The foregoing indemnification obligations of the PARTIES are a material inducement to join in this AGREEMENT and have been mutually negotiated by the parties.

14. Participation Parties-No Waiver. The PARTIES reserve the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of the PARTIES' indemnity obligations under the Contract.
15. Survival of Contractor's Indemnity Obligations. The PARTIES agree that all mutual indemnity obligations shall survive the completion, expiration or termination of this AGREEMENT.
16. Insurance. Each party shall obtain and maintain insurance coverage from a solvent insurance provider, solvent insurance pool or self-insurance program that is sufficient to address and cover the duties, responsibilities and obligations of this AGREEMENT. Upon request, a party shall provide evidence of insurance coverage, in the form of a certificate of insurance from an insurance provider or a letter confirming coverage from an insurance pool or self-insurance program.

- 17. Entire agreement. This AGREEMENT contains the entire written agreement of the parties and supersedes all prior discussions. This AGREEMENT may be amended only in writing, signed by both parties.
- 18. No third-party rights. This AGREEMENT is solely for the benefit of the parties and gives no right to any other party or person.
- 19. Jurisdiction and venue. This AGREEMENT shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Pacific County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this AGREEMENT.
- 20. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____ 2022.

CITY OF RAYMOND

PACIFIC COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

Mayor Date

Lisa Olsen, Chair

ATTEST

Frank Wolfe, Commissioner

City Clerk Date

Mike Runyon, Commissioner

ATTEST

Amanda Bennett Date
Clerk of the Board

APPROVED AS TO FORM

Prosecutor's Office WSBA #

ORDINANCE #1911

AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON AMENDING, REPEALING AND ADDING TO CHAPTER 2.15 MAYOR DUTIES AND AUTHORITY AND CHAPTER 2.35 CITY APPOINTIVE OFFICES

WHEREAS, the City of Raymond established a new City Appointive Offices Municipal Code Chapter 2.35 in 2021; and

WHEREAS, that code is in direct conflict with the City of Raymond Municipal Code Chapter 2.15; and

WHEREAS, the City of Raymond desires to provide an accurate and well written Municipal Code; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RAYMOND DO ORDAIN AS FOLLOWS:

Section 2.15.020 Mayor-Appointment and removal authority. – the following shall be *amended*

The mayor shall have the power of appointment and removal of all appointive officers and employees, subject to any applicable law, policy, rule, or regulation relating to civil service. All appointments shall be made based on ability and training or experience of the appointees in the duties they are to perform, from among persons having proper qualifications. The mayor shall consult with the city council to review vacant Department Head Position(s) (Clerk/Treasurer, Police Chief, Public Works Director, Fire Chief and or City Attorney). The review shall consist of job description, potential internal employee advancement, and budget constraints. The mayor's determination of the job description and minimum qualifications for the position shall be final and binding on the civil service commission.

All appointments under this section shall be subject to confirmation by the city council in accordance with the RCW 35A.12.090 as presently enacted or hereafter amended.

Section 2.15.030 Department Heads-Authority – the following shall be *added*

The mayor may authorize the department head or office responsible to them to appoint or remove subordinates in such department or office consistent with adopted city regulations and policies. An employee who may be appointed by a department head may be removed by the department head or mayor at any time consistent with the with employment contracts associated with that individual. The decision of the department or mayor shall be final, and there shall be no appeal therefrom to any other officer, body or court whatsoever.

Section 2.15.040 Clerk/Treasurer – the following shall be *added*

The City clerk/treasurer shall be responsible to fulfill the requirements of the office as detailed in RCW35A.21.030, 35A.42,010 and 35A.42.040. The clerk/treasurer serves as the chief financial officer and shall plan, organize, direct, and control the city finance department. They administer the general accounting system, utility billing, purchasing, and investment of funds and data processing functions. The clerk/treasurer shall also carry out all duties as prescribed by statute, including, but not limited to, the keeping of records of all council proceedings, city correspondence and the preparation of reports under the supervision of the mayor, and shall assist the mayor in the conduct of their duties when required by them to do so.

The clerk/treasurer shall prepare financial reports, develop capital improvement plans, and financial projections including preparing financing packages for city capital projects.

Section 2.15.050 Police Chief – the following shall be *added*

The police chief is the chief law enforcement office of the city. They plan, organize, direct, and control the efficient operation of the police department and may spend a portion of the day doing patrol work.

Section 2.15.060 Director of Public Works – the following shall be added

The director of public works plans, organizes, directs, and controls the efficient functions of the department of public works. The functions of the public works department include water, sewer, storm water, streets, parks, sanitation, planning and community development as well as operating and maintaining city facilities, such as the library, theater, and museums. The director of public works coordinates with the fire chief in management of the code and building official’s responsibilities.

Section 2.15.070 Fire Chief – the following shall be added

The fire chief plans, organizes, directs, and controls the efficient functioning of the fire department, including the North Pacific County ambulance service. The fire chief also coordinates with the director of public works to manage the code and building official’s responsibilities.

Section 2.15.080 City Attorney – the following shall be added

Pursuant to RCW 35A.12.020 the mayor and the city council shall appoint the city attorney and enter into a contract for professional services. The city attorney shall be the legal advisor to the city council and of all officers of the city in relation to matters pertaining to their respective offices. The city attorney shall represent the city in all civil litigation in all courts in which the city is a party or directly interested and shall perform and act generally as attorney for the city and the departments of the city. The city attorney shall perform such other duties as the city council shall direct pursuant to the city attorney contract. Nothing contained in this section shall prevent the city attorney and the city council from agreeing to retain and utilize the services of a special attorney to assist the city attorney in cases of a specialized nature upon prior authorization by the city council.

Section 2.35.010 – City appointive offices established – the following shall be repealed

Section 2.35.020 – Basis of appointment and terms – the following shall be repealed

Section 2.35.030 – City clerk/treasurer – the following shall be repealed

Section 2.35.040 – Police Chief – the following shall be repealed

Section 2.35.050 – Municipal Court Judge – the following shall be repealed

Section 2.35.060 – Direct of Public Works – the following shall be repealed

Section 2.35.070 – Fire Chief – the following shall be repealed

Section 2.15.080 – City Attorney – the following shall be repealed

Effective Date This ordinance shall take effect immediately upon its passage, signing, and publication.

This Ordinance was **INTRODUCED** on the 15th day of August, 2022 and **PASSED** on this 6th day of September, 2022 by the City Council of the City of Raymond, Washington by the following vote:

Ayes –

Noes –

Absent –

Dee Roberts, Mayor

Authenticated By:

Kayla McIntosh, Clerk/Treasurer

Chapter 2.35 CITY APPOINTIVE OFFICES



Sections:

2.35.010 City appointive offices established.

2.35.020 Basis of appointment and terms.

2.35.030 City clerk/treasurer.

2.35.040 Police chief.

2.35.050 Municipal court judge.

2.35.060 Director of public works.

2.35.070 Fire chief.

2.35.080 City attorney.

*Buckley
Fernhall
Orting*

2.35.010 City appointive offices established.

The following appointive offices are established: city clerk/treasurer, police chief, municipal court judge, director of public works, fire chief, and city attorney. (Ord. 1725 § 1, 2007)

2.35.020 Basis of appointment and terms.

All appointments shall be made based on ability and training or experience of the appointees in the duties they are to perform, from among persons having proper qualifications. Appointive office shall be without definite term unless a term is established for such office by state law, city ordinance or contract.

The mayor will consult with the city council to review any vacant position, its job description, the need for such a position and the likelihood of there being highly qualified applicants among city personnel. The mayor's determination of the job description and minimum qualifications for the position shall be final and binding on the civil service commission. (Ord. 1900 § 1, 2021)

2.35.030 City clerk/treasurer.

The city clerk/treasurer shall be responsible to fulfill the requirements of the office as detailed in RCW [35A.21.030](#), [35A.42.010](#) and [35A.42.040](#). The clerk/treasurer serves as chief financial officer and shall plan, organize, direct and control the city finance department. He/she administers the general

accounting system, utility billings, purchasing, and investment of funds and data processing functions. The city clerk/treasurer shall also carry out all duties as prescribed by statute, including, but not limited to, the keeping of records of all council proceedings, city correspondence, and the preparation of reports under the supervision of the mayor, and shall assist the mayor in the conduct of his/her duties when requested by him/her to do so.

The clerk/treasurer shall prepare financial reports, develop capital improvement plans, and financial projections including preparing financing packages for city capital projects. (Ord. 1725 § 1, 2007)

2.35.040 Police chief.

The police chief is the chief law enforcement officer of the city. He/she plans, organizes, directs and controls the efficient operation of the police department, and may spend a portion of the day doing patrol work. (Ord. 1725 § 1, 2007; 1958 code § 1.30.010. Formerly 2.40.010)

2.35.050 Municipal court judge.

The municipal court judge shall administer and preside over the municipal court, keep accurate records therefor and carry out all other duties as prescribed by Chapter [3.50](#) RCW as presently enacted or hereafter amended. The term of office of the municipal court judge shall be as set forth in Chapter [3.50](#) RCW as presently enacted or as hereafter amended. The municipal court judge may only be removed from office pursuant to RCW [3.50.095](#) as presently enacted or hereafter amended. The mayor and city council shall appoint the municipal court judge through a contract for professional services. (Ord. 1725 § 1, 2007)

2.35.060 Director of public works.

The director of public works plans, organizes and directs the functions of the department of public works. The functions of the public works department include water, sewer, storm water, streets, parks, sanitation, planning and community development as well as operating and maintaining city facilities, such as the library, theater, museums, etc. The director of public works coordinates with the fire chief in management of the code and building official's responsibilities. (Ord. 1725 § 1, 2007)

2.35.070 Fire chief.

The fire chief plans, organizes and directs the functions of the fire department, including the North Pacific County ambulance service. The fire chief also coordinates with the director of public works to manage the code and building official's responsibilities. (Ord. 1725 § 1, 2007; 1958 code § 1.36.030. Formerly 2.56.030)

2.35.080 City attorney.

Pursuant to RCW [35A.12.020](#) the mayor and city council shall appoint the city attorney and enter into a contract for professional services. The city attorney shall represent the city in all matters involving the prosecution of criminal defendants for violations of state law and/or the Raymond Municipal Code prosecuted in the city municipal court and in any appeals therefrom and shall provide attendant and necessary legal services pertaining to the same. The city attorney shall also be the legal advisor to the city council and of all officers of the city in relation to matters pertaining to their respective offices. The city attorney shall represent the city in all civil litigation in all courts in which the city is a party or directly interested and shall perform and act generally as attorney for the city and the departments of the city. The city attorney shall prepare and/or review the ordinances, resolutions and contracts of the city as requested by the mayor and/or city council. The city attorney shall perform such other duties as the city council shall direct pursuant to the city attorney contract. Nothing contained in this section shall prevent the city attorney and city council from agreeing to retain and utilize the services of a special attorney to assist the city attorney in cases of a specialized nature upon prior authorization by the city council. (Ord. 1725 § 1, 2007)

The Raymond Municipal Code is current through Ordinance 1910, passed March 7, 2022.

Disclaimer: The city clerk's office has the official version of the Raymond Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://cityofraymond.com/>

City Telephone: (360) 942-4100

[Code Publishing Company](#)

Chapter 2.15 MAYOR DUTIES AND AUTHORITY



Sections:

2.15.010 Mayor – General duties.

2.15.020 Mayor – Appointment and removal authority.

2.15.010 Mayor – General duties.

The mayor shall be the chief executive and administrative officer of the city in charge of all departments and employees. The mayor shall be responsible for faithfully enforcing all laws and ordinances and maintaining law and order in the city. The mayor shall have general supervision over the administration of city government. The mayor shall report to the council concerning the affairs of the city and its financial and other needs, and shall make recommendations for council consideration and action. The mayor shall preside over council meetings as set forth in RMC [2.25.050](#). (Ord. 1725 § 1, 2007; 1958 code § 1.08.010. Formerly 2.08.010)

2.15.020 Mayor – Appointment and removal authority.

The mayor shall have the power of appointment and removal of all appointive officers and employees, subject to any applicable law, policy, rule or regulation relating to civil service. All appointments shall be made on the basis of ability and training or experience of the appointees in the duties they are to perform, from among persons having proper qualifications. All appointments under this section shall be subject to confirmation by the city council in accordance with RCW [35A.12.090](#) as presently enacted or hereafter amended. (Ord. 1725 § 1, 2007)

The Raymond Municipal Code is current through Ordinance 1910, passed March 7, 2022.

Disclaimer: The city clerk's office has the official version of the Raymond Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

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**City of Raymond Police Department
Lateral Police Officer – Hiring Bonus Agreement**

This agreement is made on this ____ day of _____, 20____ between the City of Raymond (city) and “Employee”

WHEREAS, the employee begins employment for the city in the Police Department as a police officer who meets the city requirements for a lateral police officer,

WHEREAS, the employee acknowledges that acceptance of the hiring bonus is voluntary and is not a condition of employment with the city,

WHEREAS, the employee wishes to accept the hiring bonus offered by the city,

THEREFORE, the city and the employee agree to the following terms:

1. The city will pay the employee a hiring bonus of \$10,000.00. This bonus will be paid in four installments.
 - a) The first \$2,500.00 will be paid on the first paycheck following the employee’s hire.
 - b) A second \$2,500.00 will be paid the first or second paycheck following successful completion by the employee of six months of employment.
 - c) The third \$2,500.00 will be paid the first or second paycheck following successful completion of twelve months of employment.
 - d) The final \$2,500.00 will be paid the first or second paycheck following successful completion of eighteen months of employment.
2. The city will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by law. Taxes will be withheld as bonus earnings from the hiring bonus and reported to the Internal Revenue Service as income on the employee’s Form W-2.
3. If the employee voluntarily leaves employment with the department or is terminated for cause before working three full years for the city, the employee will repay the hiring bonus pursuant to the following schedule:

Date of Separation	Repayment Amount
< 1 year from date of hire	100% of any bonus awarded over \$2,500.00
1 year to < 2 years from date of hire	67% of any bonus awarded over \$2,500.00

4. If the employee’s voluntary resignation of employment for reasons beyond employee’s control (i.e., injury or illness) the department may in its sole discretion waive all or part of the liability owed by the employee. Any such waiver must be approved in writing by the Chief of Police, the Clerk/Treasurer, and the Mayor.

Agreed to and Accepted:

Lateral New Hire
Date:

Chief of Police
Date: