



Elma City Council Meeting

Monday, March 7, 2022 – 6:00 PM

Zoom Virtual Meeting

Agenda

Zoom Meeting Link: <https://us02web.zoom.us/j/9719507224?pwd=TVg4YkpmZUFLTjVjWktOcFljVmQxUT09>

Meeting ID: 971 950 7224

Passcode: Elma

To join by phone: 1-253-215-8782 US (Tacoma)

Meeting ID: 971 950 7224

Passcode: 379551

Find your local number: <https://us02web.zoom.us/j/9719507224?pwd=TVg4YkpmZUFLTjVjWktOcFljVmQxUT09>

Call to Order

Pledge of Allegiance

Roll Call:

Councilmembers Miller, Whipple-Boling, Heater, Cooper, Collette, and Mayor Sorensen

Staff: Chief Shultz, Jim Starks, Wendy Collins, Chief Fulbright, Joe Chrystal, Rick Hughes, Dee Depoe, Jillanna Bickford

Citizen Comment

(Please limit to 3 minutes)

Consent Agenda

Approval of Minutes: February 22, 2022

Approval of Claims: None

Approval of Payroll: None

Presentations:

1. Presentation by Cheryl Heywood, Executive Director for Timberland Regional Library, concerning the State of the Library and updates
2. Presentation by Officer Almond, Elma Police Department, concerning the implementation of Body Worn and Vehicle Camera Systems.

New Business

- | | |
|---|-----------------------------|
| 1. Voters Pamphlet Police Levy Pros and Cons Committees | Discussion and Action |
| 2. Chehalis Tribal Jail Service Agreement | Discussion and Action |
| 3. Onix Networking Government Customer Agreement | Discussion/Potential Action |

Ordinances and Resolutions

None

Old Business

None

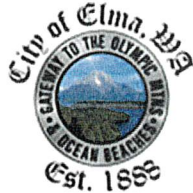
Committee Reports.

The City of Elma Council reserves the right to take action on any item placed on the agenda regardless of the manner in which it is stated.

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request.

The City of Elma is an equal opportunity provider and employer.

La ciudad de Elma es un proveedor de igualdad de oportunidades y el empleador.



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Parks & Public Works: Miller, Collette, Starks

Public Safety: Cooper, Heater, Shultz

Finance: Collette, Whipple-Boling, Collins

Tourism: Heater

Capital Facilities: Cooper, Whipple-Boling, Starks

Staff Reports

Jim Starks, Public Works Director

Susan Shultz, Police Chief

Wendy Collins, Clerk-Treasurer

Richard Hughes, City Attorney

Joe Chrystal, Building Inspector

Adam Fulbright, Fire Chief

Dee Depoe, Librarian

Jillanna Bickford, Elma Chamber

Other Reports

Citizen Comment

Council Reports

Mayor's Report

Executive Session

None

Next Meeting

City Council Meeting, 6:00 PM on March 21, 2022.

Adjourn

Adjournment

The City of Elma Council reserves the right to take action on any item placed on the agenda regardless of the manner in which it is stated.

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ELMA CITY COUNCIL MEETING
February 22, 2022
6:00 P.M. ON ZOOM

CALL TO ORDER AND PLEDGE OF ALLEGIANCE:

Mayor Sorensen called the February 22, 2022 City Council Meeting to order. All stood for the Pledge of Allegiance.

CALL TO ORDER AND ROLL CALL:

Wendy Collins called roll. Mayor Sorensen, Josh Collette, Mike Cooper, John Heater, Pat Miller, Bethany Whipple-Boling, and Attorney Rick Hughes

CITIZEN COMMENTS

Dennis Braumbaugh informed council that he was in favor of Real LeBeauf's plans for putting in an RV park at 4722 State Route 12. Mayor Sorensen informed Mr. Braumbaugh that he would be better off making his testimony with the hearing examiner.

Jodi Indrebo informed council that the owner of the Saginaw building has decided to sell.

CONSENT CALENDAR:

Approval of consent calendar February 22, 2022. Approval of Minutes February 22, 2022. Approval of Claims in the amount of \$111,040.65. Approval of Claim in the amount of \$333.03 from Andy's Parts and Service, Totaling \$111,373.68. Approval of Claims for the January handwrites totaling \$187,127.78-Claims #56748-56773. Approval of payroll January 2022-Checks #43688-43717, including EFT's, in the amount of \$197,127.78. Rick Hughes informed Council and the Mayor that there was no need for John Heater to abstain from voting on Andy's Parts and Service invoices. Pat Miller made a motion to approve the consent calendar seconded by Mike Cooper. Josh Collette would like the February 7, 2022 minutes regarding the executive session to make it clear that council did not take action in the executive session and instead of saying roll call was taken and members were present; that it needs to say roll call vote was taken and the vote was 4-0. Wendy Collins informed council that the amount for Accounts Payable is actually \$110,998.26 not \$111,040.65 due to a correction. Pat Miller amended his motion to approve minutes and the amounts with the above corrections, seconded by Mike Cooper. All council members voted in favor. Motion carried.

POLICE REMODEL DESIGN-HARBOR ARCHITECTS

Mayor Sorensen opened the discussion regarding the police remodel design. Allen Gozart from Harbor Architects and council had discussions regarding the design, parking space, and bathrooms of the new police building.

PERMISSION TO BID THE N 12TH STREET WATER & STREET IMPROVEMENT PROJECT

Mayor Sorensen opened the discussion regarding permission to bid the N 12th St. water and street improvement project. Jim Starks requested from council permission to bid the N 12th St. water and street project. **Josh Collette made a motion to authorize the bid for the N 12th St. water & street improvement project, seconded by Pat Miller. All council members voted in favor. Motion carried.**

DRAFT RFQ FOR A PROJECT MANAGER

Mayor Sorensen opened the discussion regarding drafting an RFQ for a project manager. **Pat Miller made a motion to move forward for a project manager with an RFQ, seconded by Bethany Whipple-Boling.** Mike Cooper expressed concerns about the project manager and to make sure there is a more inclusive list of projects and to be able to negotiate what the projects are once a qualified project manager is hired. Council had discussions regarding Mike Cooper's concerns. Mike Cooper recommended that the Capital Facilities Committee could help with additional vetting. Council members unanimously agreed regarding this topic. **Pat Miller amended his motion as stated and agreed by council, seconded by Bethany Whipple-Boling. All council members voted in favor. Motion carried.**

CHEHALIS TRIBAL JAIL SERVICE AGREEMENT

Mayor Sorensen opened the discussion regarding the Chehalis Tribal Jail Service Agreement. Chief Shultz informed council that she had not seen the contract at the time of the council meeting. Mayor Sorensen and council agreed that Chief Shultz needs to look at the agreement. Mayor and council agreed to table this topic until the next meeting.

ELMA CHAMBER PARADE ROUTE STREET CLOSURE APPROVAL FOR MAY 29TH

Mayor Sorensen opened the discussion regarding the Elma Chamber parade route street closure approval for May 29th. Elma Chamber briefed council on their plans for the parade. **Pat Miller made a motion to allow the Memorial Day Parade, seconded by John Heater. All council members voted in favor. Motion carried.**

REAL LEBEUF RV PARK AT 4722 STATE ROUTE 12

Mayor Sorensen informed Real LeBeuf that council does not normally make land use decisions. Mike Cooper raised the question as to why this issue was on the agenda. Rick Hughes briefed council on why this issue was on the agenda. Mayor Sorensen informed council that they may not comment on this topic but can hear Mr. Lebeuf's testimony. Council agreed to hear from him with a time limit of 10 minutes and with the understanding that council cannot take any action.

LAURIE BREMER & JODI INDREBO

Mayor Sorensen opened the floor to Laurie Bremer and Jodi Indrebo regarding utility billing issues. Council heard Laurie Bremer's and Jodi Indrebo's concerns about the way the city bills for water/sewer. Council decided not to take any action.

COMMITTEE REPORTS

Parks & Public Works - Josh Collette informed council that they have had their first meeting. There are still some challenges getting surveying done on the parks. Mayor Sorensen would like to give a proposal regarding the Memorial Park to the Park & Public Works committee and requested an invite for the March 10th meeting. In-person meetings were discussed. Pat Miller from the Public Works Committee informed council that they discussed the N 12th St. water/sewer project.

Public Safety - Mike Cooper informed council that they will have a meeting tomorrow at 1:00 p.m. to discuss the proposed ordinance for the Boise decision. Mike Cooper informed council that he and John Heater met for lunch to discuss public safety and they are going to develop the emergency management plan.

Finance Committee - Josh Collette informed council that they probably won't meet until the second week of March.

Tourism - John Heater briefed council on all the upcoming events that the Elma Chamber is planning.

Capital Facilities-Mike Cooper informed council that they will be meeting Thursday at 1:00 p.m. and gave an overview of what will be discussed.

STAFF REPORTS

Chief Fulbright - Gave an overview of the Fire Departments activities. Chief Fulbright requested two volunteers on the interview panel for fire commissioner candidates. Council had discussions regarding this topic. Public Safety committee members Mike Cooper and John Heater volunteered for the interview panel.

Jillana Bickford - Gave council a short briefing on upcoming events.

COUNCIL REPORTS

Bethany Whipple-Boling thanked everyone for reaching out to her and congratulating her.

Josh Collette requested having a council retreat. Mayor Sorensen suggested something in April or May. Council agreed. Josh Collette informed council that he attended the COG meeting. Josh Collette felt that the city should lead an effort for a clean-up event. Council had discussions regarding this topic.

Mike Cooper gave a shout out to Donovan Bishop for his achievements in the wrestling tournament and the rest of the Elma wrestlers.

MAYOR'S REPORT

Mayor Sorensen informed council that he has been working on a replacement for Attorney Rick Hughes and would like to bring in Chris Coker as his replacement. Mayor Sorensen informed

council that he would submit Chris Coker's proposal at the next council meeting. Mayor Sorensen requested from council to go out and find a person to update the council chambers with the latest technology. Council had discussions regarding this topic.

Josh Collette recommended making a motion to cancel the work session next week. Council had discussions regarding this topic. **Josh Collette made a motion to cancel the work session scheduled for February 28, 2022, seconded by Mike Cooper. All council members voted in favor. Motion carried.**

EXECUTIVE SESSION PURSUANT TO RCW 24.30.110 TO DISCUSS POTENTIAL LITIGATION WITH LEGAL COUNSEL.

Mayor Sorensen and council went into a 5-minute executive session at 8:33 p.m. and stated no action will be taken. They may take action upon returning from the executive session. Mayor Sorensen and council returned at 8:37 p.m. and resumed the council meeting. No action was taken, and no decision was made. Rick Hughes requested someone make a motion to authorize the Mayor to pay 21 hours of overtime of paid leave split evenly between three officers resolving an FOP grievance that was brought on December 29, 2021. **Mike Cooper made a motion to authorize the mayor to pay 21 hours of overtime to be split evenly between three officers, seconded by Josh Collette. All council members voted in favor. Motion carried.**

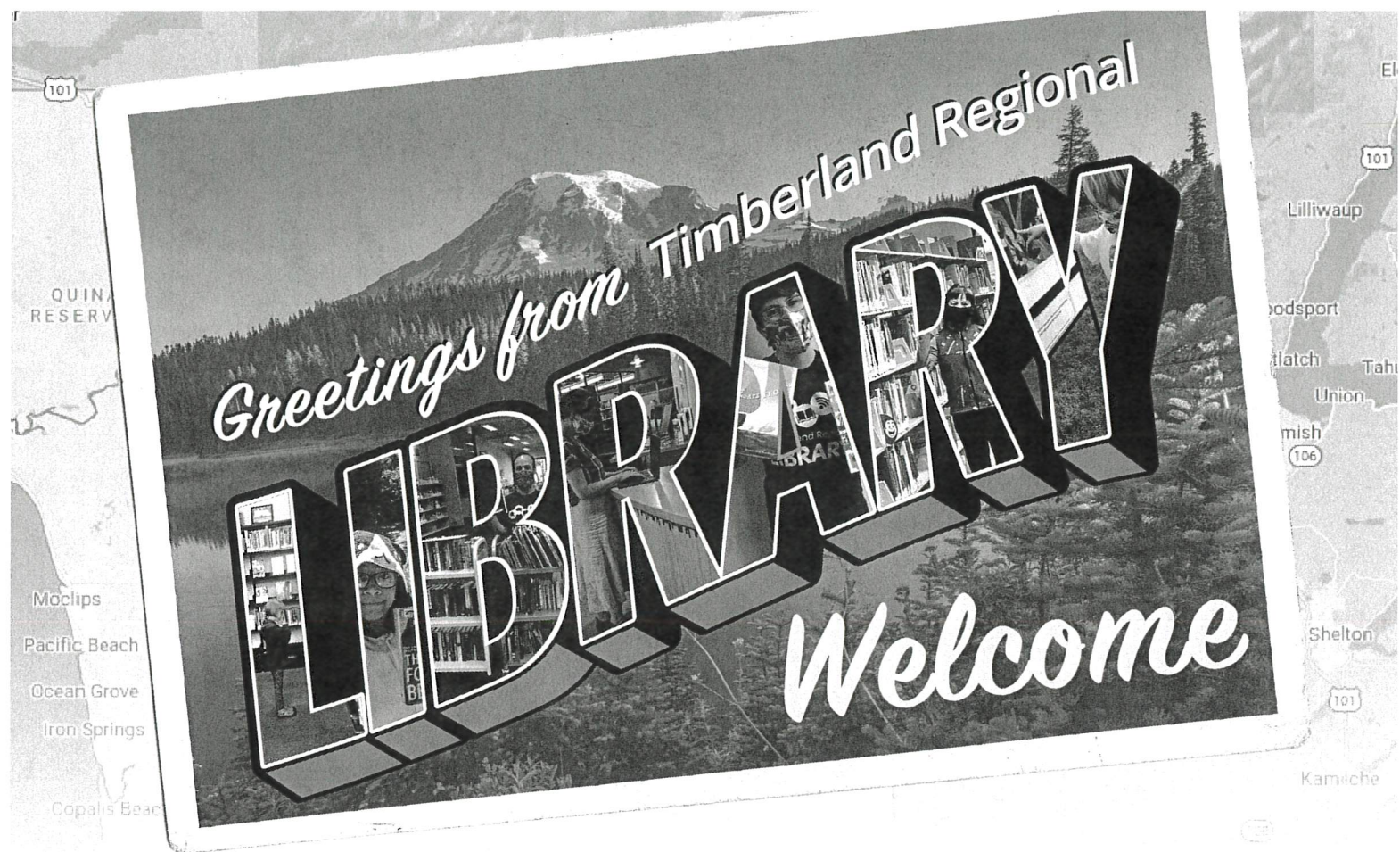
Next council meeting will be Monday March 7, 2022 at 6:00 p.m.

ADJOURNMENT


Pat Miller made a motion to adjourn seconded by Bethany Whipple-Boling. All council members voted in favor. Motion carried.


Jim Sorensen – Mayor


Wendy Collins – City Clerk/Treasurer



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Virtual Online Events: Programs moved from in-person to online. Check out our calendar for upcoming programs and register for zoom invites. events.TRL.org

Take & Make Activity Bag: Enjoy a craft, with supplies and directions, to complete at home. Variety of ages and available at selected locations, while supplies last.

Summer Library Program: June 1 - August 31 Programs and activities for the whole family. Complete the reading log to earn a prize!



OverDrive: Offers a wide range of ebooks, audiobooks and digital magazines in all genres and works with almost any device

Libby: Download the app on Google Play or Apple App to borrow ebooks and audiobooks powered by OverDrive

Kanopy: Stream over 30,000 indie and classic films

Consumer Reports: Magazine website with buying guides, reviews, and user ratings

Creativebug: Art & craft video classes taught by design experts and artists

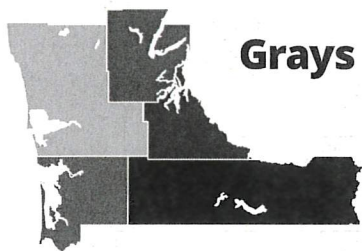
Lynda.com: Online classes with topics on software, technology, creative, and business skills

MyTRL: Special student digital account allow students to login to TRL all without needing a physical card

Worksource: Partnership helping job seekers, entrepreneurs and small business owners

Plan your visit!

Services will vary by location, check with your library or TRL.org/plan



Grays Harbor County Locations

TRL library card gives you access to these locations and an additional nineteen locations in Grays Harbor, Lewis, Mason, and Pacific Counties. For complete list of locations, visit TRL.org/locations

- Aberdeen Timberland Library**
121 East Market St; 360.533.2360
- Amanda Park Timberland Library**
6118 US Highway 101; 360.288.2725
- Elma Timberland Library**
119 North 1st Street; 360.482.3737
- Hoquiam Timberland Library**
420 7th Street; 360.532.1710
- McCleary Timberland Library**
121 South 4th Street; 360.495.3368
- Montesano Timberland Library**
125 Main Street South; 360.249.4211
- Oakville Timberland Library**
204 Main Street; 360.273.5305
- Westport Timberland Library**
101 East Harms Drive; 360.268.0521

Events Calendar

Bookmark our online event calendar for free upcoming programs at events.TRL.org

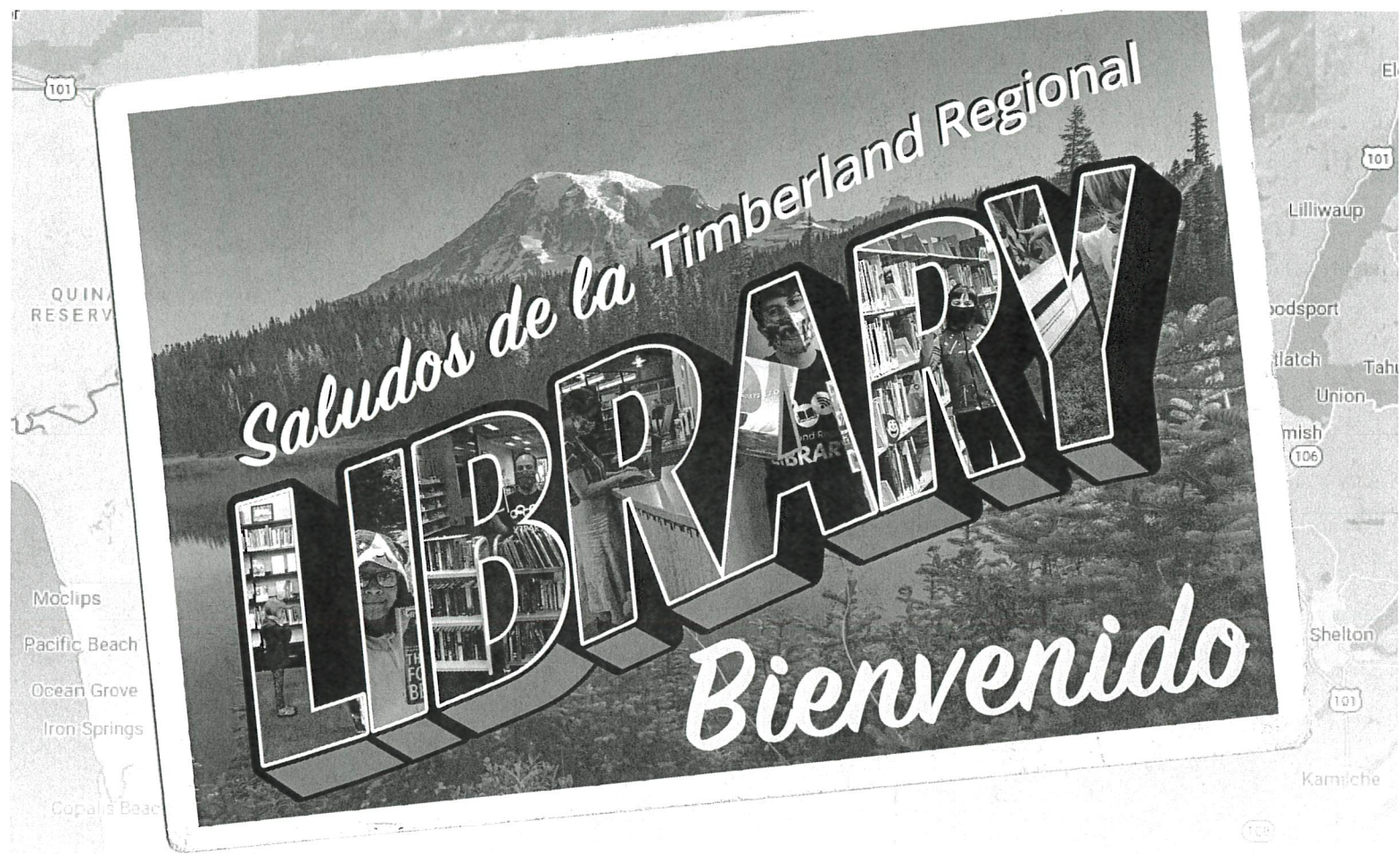
Bookdrops

As a convenience to you, most checked out items can be returned to any TRL bookdrop. A few specific marked items need to be returned to the location on the item.

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Individual branches are also on social media, varies by location.



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Learn, Play, Grow: Clases virtuales interactivas semanales en vivo enfocadas en canciones, rimas, movimientos y cuentos. Cada programa está dirigido por personal talentoso de la biblioteca.

Bolsas con materiales para llevar: El personal de la Biblioteca preparará una Bolsa para llevar de la Biblioteca con materiales que pensamos serán de tu agrado! Pídelas en el sitio web TRL.org/grab-bag

Anywhere Book Club: Lee, escucha o mira a los títulos seleccionados sin necesidad de esperar. Los títulos cambian mensualmente. Variedad de niveles disponible.

Eventos virtuales en línea: Nuestros programas pasaron de la opción presencial a la de distancia y en línea. Echa un vistazo a nuestro calendario para ver los próximos programas e insíbete para recibir invitaciones y eventos por Zoom. events.TRL.org

Bolsa Take & Make Activity Bag: Disfruta de las artes manuales, con suministros e instrucciones para realizar en casa. Para varias edades y disponibles en lugares seleccionados, mientras duren los suministros.

Programa de Verano: 1 de junio - 31 de agosto. Programas y actividades para toda la familia. ¡Llena el registro de lectura para ganar un premio!



OverDrive



Libby.



kanopy



creativebug



lynda.com



WORKSource

OverDrive: Ofrece una variedad de libros electrónicos, audiolibros, y revistas digitales en muchas temas y funciona con casi cualquier dispositivo

Libby: Descarga la aplicación en Google Play o Apple App para pedir prestados libros electrónicos y audiolibros con tecnología OverDrive

Kanopy: Puedes ver en directo más de 30.000 películas independientes y clásicas

Consumer Reports: El sitio de web de una revista con guías de compra, comentarios y calificaciones de usuarios

Creativebug: Clases en video de artes y manualidades impartidas por expertos en diseño y artistas visuales

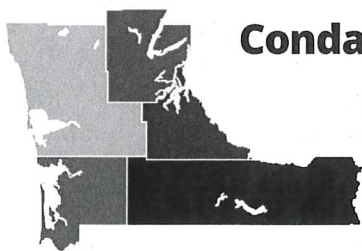
Lynda.com: Clases en línea con temas sobre software, tecnología, habilidades creativas y empresariales

MyTRL: La cuenta digital especial para estudiantes les permite iniciar una sesión en TRL sin necesidad de la tarjeta física

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CHEHALIS TRIBAL JAIL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the Confederated Tribes of the Chehalis Reservation, a Federally-Recognized Indian Tribe, hereinafter referred to as "Chehalis" and the city of Elma, a Washington Municipal Corporation hereinafter referred to as "Customer." The purpose of this Agreement is to establish the terms and conditions for the housing of Prisoners of Customer in the Chehalis Tribal Jail.

THE PARTIES HEREBY AGREE as follows:

1. DEFINITIONS. For the purposes of this Agreement, the terms listed below are defined as follows:

- A. "Day" means the period beginning at 12:00 A.M. and ending at 11:59:59 P.M., Pacific Time, or any portion thereof.
- B. "Direct Care services" means medical and dental services which are deemed eligible for payment by the Indian Health Service under federal law and the rules of the Indian Health Service and which are delivered to eligible Prisoners by the Chehalis Tribal Wellness Center or any other Chehalis tribal medical facility.
- C. "Facility" means the Chehalis Tribal Jail.
- D. "Jail Services" means the provision of room and board.
- E. "Prisoner" means any person arrested by, sentenced by the court of, or held under the authority of any law or ordinance of Customer.

2. JAIL SERVICES. Subject to the terms of this Agreement, Chehalis will provide Jail Services to Prisoners placed in its custody by the authorized law enforcement officers of Customer; PROVIDED, that the Chehalis Chief of Police or his or her designee shall have the right to refuse to accept custody of any Prisoner(s) whose admission would, in the Chief of Police or designee's opinion, result in overcrowding of the Facility or in an unacceptable health, safety or security risk; and PROVIDED FURTHER, that upon the request of the Chehalis Chief of Police or his or her designee, Customer will remove any such Prisoner from the Facility and retake custody within twenty-four (24) hours of the request. If a Prisoner is not accepted or Chehalis requires Customer to retake custody of the Prisoner, Chehalis will provide written notice indicating why custody was declined or the Prisoner returned.

3. PRISONER CONDUCT. Prisoners housed pursuant to this Agreement will be subject to the same rules and regulations applicable to other inmates housed in the Facility.

4. DURATION OF AGREEMENT. The term of this Agreement will begin on the date it is executed by both parties and continue until December 31, 2022. It will automatically renew at successive one-year intervals thereafter unless terminated as specified herein or modified in a writing executed by both parties.

5. TERMINATION. This Agreement may be terminated by written notice from either party hereto, provided that the termination will become effective thirty (30) days after receipt of such notice. Within that thirty (30) days, Customer will remove all Prisoners from the Facility. Should any court of competent jurisdiction determine by a final order which is not subject to further appeal that either party hereto is prohibited by law from entering into or continuing to perform its obligations under this Agreement, this Agreement shall terminate immediately and Customer shall immediately remove all Prisoners from the Facility.

6. RELEASE. Prisoners who have not served their full time will not be released except upon written order of Customer's court, unless release is authorized by another provision of this Agreement or as ordered by a court of competent jurisdiction. Release for scheduled court appearances will be to Customer's law enforcement officers.

7. PAYMENT.

- A. Customer will pay to Chehalis fees of twenty dollars (\$20.00) per Prisoner for booking, and seventy-five dollars (\$75.00) per Prisoner per Day for Jail Services. Chehalis may adjust these fees over time as it sees fit, provided that Chehalis will give Customer written notice of any fee adjustment at least sixty (60) days before the adjustment becomes effective. If Customer objects to a fee increase, it may terminate this Agreement under Section 5 above.
- B. If a Prisoner is held in custody at the Facility for less than four (4) hours, Customer will only be charged the booking fee for that Prisoner.
- C. Chehalis will submit a monthly invoice to Customer for booking fees, Jail Service fees, and, as further provided herein, any offender services costs, Medical Expenses, and transportation expenses incurred by Chehalis for Prisoners housed pursuant to this Agreement. Customer will pay all such invoices in full within thirty (30) days of receipt. Should Customer fail to pay the invoice within sixty (60) days of receipt, Chehalis will accept no further Prisoners from Customer. In such event, Chehalis further reserves the right to return all Prisoners to Customer's custody, and may otherwise suspend all other of its obligations under this Agreement until delinquent fees are paid in full.

8. MEDICAL CARE.

- A. Customer will be solely responsible for Medical Expenses (as described in Section 8.B below) of Prisoners housed in the Facility pursuant to this Agreement, except for the cost of Direct Care services provided to eligible Prisoners (as described in Section 8.C below). In order to effectively manage the costs of medical care, the parties agree to the following:
 - i. **Before placing a Prisoner in the custody of Chehalis, Customer will determine, whenever possible:**
 - (a) the Prisoner's tribal affiliation, if any; and
 - (b) whether the Prisoner has his or her own medical insurance coverage; and
 - (c) whether the Prisoner is eligible for medical coverage through Medicaid, Washington State Department of Social and Health Services assistance, or other public assistance; and
 - (d) whether the Prisoner is believed to be eligible for Direct Care services through the Indian Health Service (IHS).
 - ii. If possible before sending a Prisoner to Chehalis, but in no **case more than three (3) working days ("working day" means Monday through Friday, excepting federal and Chehalis tribal holidays) after booking that Prisoner in the Facility**, Customer will deliver documents to Chehalis verifying the Prisoner's tribal affiliation, Direct Care services eligibility, and medical insurance coverage, if any, and enroll the Prisoner in any public assistance program for medical coverage to which the Prisoner may be entitled.
 - iii. All medical care provided to Prisoners who receive Contract Health Services will be billed at Medicare-like rates to the fullest extent permitted by law.
- B. The cost of medical care and medical expenses ("Medical Expenses") includes without limitation any and all costs billed by the medical provider, the cost of prescription medication, the cost of transporting the Prisoner to a medical facility, and the cost of Chehalis correctional or other law enforcement staff time in securing the Prisoner at the medical facility.

- C. Medical Expenses paid by Customer under this Agreement will not include the cost of Direct Care services received by a Prisoner housed under this Agreement.
- D. Customer will provide Chehalis with the name(s), telephone and FAX number(s), and e-mail address(es) of designated Customer staff or other contacts as necessary to ensure that a representative of Customer who is authorized to approve or deny the provision of non-urgent medical care to a Prisoner shall be available at any time. In the event that a Prisoner requests non-urgent medical care, Chehalis will contact such staff to request Customer's approval before non-urgent care is provided, and will comply with Customer's instruction as to the provision of non-urgent care. If Facility or medical staff determine that non-urgent care is medically necessary, but Customer does not consent to the provision of such care, upon notice from Chehalis Customer will remove the Prisoner from the custody of Chehalis within twenty-four (24) hours. Absent specific instruction from Customer regarding the type of non-urgent medical care to be provided or where such medical care is to be provided, Chehalis at its discretion may bring the Prisoner to the Chehalis Tribal Wellness Center or other medical facility chosen by Chehalis for approved non-urgent medical care. Should any medical provider refer the Prisoner to another medical provider for treatment, Chehalis will make reasonable efforts to give Customer written notice of the referral by e-mail or fax and to request approval of treatment before arranging for such medical care. Failure of Customer to approve medical care, or any unreasonable delay in giving such approval, shall relieve Chehalis of liability for any injury resulting there from.
- E. In the event that Chehalis determines a Prisoner to be in need of urgent or emergency medical care, Chehalis will make reasonable efforts to contact Customer's staff, but may take any action Chehalis deems necessary to provide the Prisoner with urgent or emergency medical care without obtaining prior approval. Chehalis will use its best efforts to give Customer notice of the provision of urgent or emergency medical care to Customer's Prisoner within four (4) hours of arranging for such care, subject to the availability of staff and the security needs of the Facility.
- F. Customer shall protect, defend, hold harmless, and indemnify Chehalis from and against any and all claims, suits, and actions related to the medical care of Prisoners housed under this Agreement which result from the failure of Customer to approve such medical care for any reason, with the exception of injuries resulting from the willfully unlawful or negligent act(s) or omission(s) of Chehalis or its officers.

9. TRANSPORTATION.

- A. Customer will be solely responsible for furnishing transportation for Prisoners housed pursuant to this Agreement, except transportation for medical care as described above. Subject to the availability of Chehalis correctional or other law enforcement officers, Customer may request that Chehalis provide non-medical transportation. The provision of non-medical transport will be at the sole discretion of Chehalis.
- B. If Chehalis provides transportation upon request of Customer, or for the purpose of bringing a Prisoner to a medical facility for care, the parties agree that while transporting any Prisoner, Chehalis will be acting as Customer's agent. If Chehalis provides non-medical transport at Customer's request, Customer shall be responsible for the costs of such transport as calculated by Chehalis in Chehalis' sole discretion, or as calculated pursuant to a separate written agreement between the parties.

10. CUSTODY TRANSFER. Officers of Customer placing a Prisoner in custody of Chehalis will be required to remain in the immediate presence of the Prisoner at all times until the booking process is complete, unless Chehalis and Customer have agreed that Chehalis officers will collect Customer's Prisoner at Customer's location and transport the Prisoner to the Facility. Until the booking process at the Facility is complete, the Prisoner will be deemed to remain in Customer's custody.

11. OFFENDER SERVICES. While housed in the Facility under this Agreement, Customer's Prisoners will be eligible to receive court-ordered offender services, such as offender re-entry, controlled substance abuse treatment, domestic violence education and rehabilitation, and other similar services on the same basis as inmates housed in the Facility by order of Chehalis' court; PROVIDED, that: (1) the availability of all such services is limited by the monetary, staffing, and other resources allocated for such services by the United States and Chehalis Tribal governments; and (2) should such services be funded by federal or grant funds, services will be delivered according to and may be limited by the terms of the funding source; and (3) should the terms of any applicable funding or Chehalis tribal law or policy so require, Customer will be required to contribute a proportionate share of the cost of offender services made available to Customer's Prisoners, as determined by Chehalis.

12. PRISONER COMMUNICATIONS. Subject to applicable law and Facility policy, Chehalis will provide Customer's Prisoners access to a telephone to appear for Customer's court hearings or to communicate with their attorney for any case(s) for which the Prisoners are currently held in the Facility, at no additional cost to Customer.

13. NOTICES AND DESIGNATED REPRESENTATIVE. Written notices concerning refusal of custody, Prisoner medical care, and fee adjustment are sufficient if given by fax or e-mail. All other notices required by this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address as set forth in this section:

If to Chehalis: Confederated Tribes of the Chehalis Reservation
 Attn: Scott Williams
 P.O. Box 536
 Oakville, WA 98568

If to Customer: City of Elma
 Attn:

Customer shall immediately complete and submit to Chehalis a "Prisoner Medical Care – Authorized Staff Contact List" form. This form shall include the names and contact information, including phone, fax, and e-mail, of all persons who are authorized to approve the provision of medical care and to receive other notifications regarding Prisoner medical care on behalf of Customer as described in this Agreement. The list shall be drafted to ensure that at least one person on the list is available at any time of day or night to provide such authorizations and receive such reports. Customer is solely responsible for updating the list from time to time to accommodate Customer staffing changes and for providing a revised list to Chehalis to the attention of the person designated above.

14. RELATIONSHIP OF THE PARTIES. The parties intend that an independent inter-governmental relationship will be created by this Agreement. No agent, employee, or representative of either party shall be deemed to be an agent, employee, or representative of the other party for any purpose except as explicitly set forth herein. Customer shall be solely responsible for its acts and for the acts of its agents, employees and representatives.

15. INDEMNIFICATION. Customer shall protect, defend, save, hold harmless, and indemnify Chehalis from and against any and all claims, suits and actions resulting from the willfully unlawful and/or negligent acts or omissions of Customer and Customer's employees, agents, and representatives in the performance of this Agreement. Chehalis shall protect, defend, save, hold harmless, and indemnify Customer from and against any and all claims, suits and actions resulting from the willfully unlawful and/or negligent acts or

omissions of Chehalis and Chehalis' employees, agents, and representatives in the performance of this Agreement.

16. ENTIRE AGREEMENT AND MODIFICATION. This Agreement represents the entire Agreement of the parties on the subject matter hereof, and supersedes any and all prior agreements relating to such subject matter. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by the authorized representatives of both parties.

17. DISPUTES. In the event of a dispute between the parties arising out of this Agreement or an alleged breach thereof, the parties shall first make a good-faith effort to resolve the dispute through the direct dialogue of their authorized representatives. Should such good-faith efforts fail, either party may take further action as described in Section 19 below.

18. GOVERNING LAW. The parties hereto agree that, except where expressly otherwise provided, the laws of the Confederated Tribes of the Chehalis Reservation shall govern in all matters arising under this Agreement.

19. DISPUTES AND LIMITED WAIVER OF SOVEREIGN IMMUNITY. Any dispute, claim, or controversy arising out of this Agreement or breach thereof which is not resolved by direct dialogue shall be submitted to mediation by a neutral third party as a condition precedent to any other method of dispute resolution. The parties will be responsible for their own costs of mediation, and will share the cost of the mediator equally. Should the parties fail to agree to a mediator or mediation location, they will request the Chief Judge of the Chehalis Tribal Court to assign a mediator and select a location for the mediation, and will engage the mediator assigned by the Court. Any dispute, claim or controversy which is not resolved by mediation shall be heard in the Chehalis Tribal Court, and Customer hereby consents to the exclusive jurisdiction of such Court. Chehalis hereby grants to Customer a limited waiver of sovereign immunity for the purpose of enforcing the provisions of this Agreement; provided, that Chehalis expressly reserves all its inherent sovereign rights as a federally-recognized Indian Tribe, and that this limited waiver of sovereign immunity is subject to and conditioned upon the following:

- A. This waiver of sovereign immunity is strictly limited to actions brought by Customer to enforce the provisions of this Agreement between the parties, and to any dispute that may arise under or in relation to this Agreement or operations performed under this Agreement. This waiver of sovereign immunity shall not extend to, nor be used for or to the benefit of, any other person or entity of any kind or description whatsoever, including any successor or assign, of either party.
- B. Chehalis' maximum liability for any and all claims which may be brought by Customer hereunder shall not exceed the actual proceeds of Chehalis' liability insurance, which Chehalis will maintain as described in Section 20 below.

20. INSURANCE. The parties shall provide, pay for, and maintain in full force and effect at all times during the performance of this Agreement the policies of insurance required by this Section 20, or the equivalent provided by Customer's government insurance pool. The provisions and terms of all insurance policies must comply strictly with the provisions of this Section 20.

- A. The parties shall maintain throughout the duration of this Agreement the following insurance coverage minimums: General Liability \$2 Million Annual Aggregate/\$1 Million Occurrence; \$1 Million Law Enforcement Liability; \$1 Million Auto Liability; and \$4 Million inclusive umbrella coverage. Each party shall name the other as primary non-contributory additional insured on the insurance policies provided and an endorsement stating such shall be provided.
- B. Each policy of insurance must be issued by an insurance company that holds a current Certificate of Authority issued by the Washington State Insurance Commissioner authorizing it to transact the appropriate kind of insurance business in Washington State and must meet all requirements specified in this Section 20.

- C. Each policy of insurance shall contain an endorsement providing that cancellation by the insurance company shall not be effective unless a copy of the cancellation is mailed (registered) to the other party at least 30 days before the effective date of the cancellation notice. A certificate of each policy of insurance, and any changes therein, shall be furnished to the other party immediately upon receipt from the insurance company.
- D. If either party for any reason fails to maintain required insurance coverage, such failure shall be deemed a material breach of this Agreement. Failure to maintain the insurance coverage required by this Section 20 shall not waive or excuse such party's obligations to the other party under this Agreement.
- E. The parties shall provide to each other all certificates of insurance for the insurance policies described in this Section 20 prior to transporting, sending or receiving any Prisoner under this Agreement. Either party at any time may require the other to provide endorsement and policy documentation necessary to prove that the insurance coverage required by this Agreement is in full force and effect. The certificates of insurance and other insurance documentation provided by a party hereunder shall be acceptable to the other party. Chehalis shall have the right, but not the obligation, to refuse to accept prisoners from Customer until the required certificates (or other competent evidence that insurance has been obtained in complete compliance with this Section 20) are received and approved by Chehalis.

21. NOTIFICATION RE: INMATE HEALTH AND SAFETY. The parties will promptly notify each other of all audit notes or findings, investigatory reports, claims or litigation alleging or concerning any conditions, incidents, practices and policies, alleged or actual, negatively affecting inmate health and safety, and of any claims or litigation arising from or affecting its operations under this Agreement, including any bankruptcy or insolvency proceedings.

22. NO ASSIGNMENT. A party shall not assign its rights under this Agreement without first obtaining the other party's written approval.

23. COMPLIANCE. In the event that payment for services provided under this Agreement is made from federal funds, the parties shall abide by all applicable federal laws, regulations and requirements governing such funds. Further, the parties shall abide by all federal laws, regulations and requirements applicable to the housing of Prisoners in the Facility, including without limitation the Prison Rape Elimination Act of 2003, 42 U.S.C. § 15601, *et seq.* Customer agrees that it will promptly provide any and all reports and information required by such laws, regulations, and requirements to Chehalis before transferring any Prisoners to Chehalis' custody. Failure to provide such information shall serve as grounds for refusal of custody.

FOR CHEHALIS:

Confederated Tribes of the Chehalis Reservation
420 Howanut Road
P.O. Box 536
Oakville, WA 98568

FOR CUSTOMER: The City of Elma.
P.O Box 3005
Elma WA 98541

Tribal Chairman

Date: _____

Date: _____

CUSTOMER: _____

CUSTOMER WARRANTS THAT INFORMATION ON THIS FORM IS ACCURATE, THAT ALL PERSONS LISTED ON THIS FORM ARE AUTHORIZED TO APPROVE PRISONER MEDICAL CARE AND TO RECEIVE REPORTS CONCERNING PRISONER MEDICAL MATTERS ON BEHALF OF CUSTOMER, AND THAT AT LEAST ONE PERSON LISTED ON THIS FORM WILL BE AVAILABLE AT ANY TIME OF DAY OR NIGHT AT THE PHONE / FAX / EMAIL PROVIDED BELOW.

CUSTOMER'S SIGNATURE: _____

[illegible]



Onix Networking Government Customer Agreement

Google Workspace

This agreement, including all exhibits attached hereto or referenced herein, (the "Agreement") is entered into by and between Onix Networking Corp., an Ohio corporation, with offices at 18519 Detroit Avenue, Lakewood, Ohio 44107 ("Onix") and WA - City of Elma, an local government with offices located at 202 W Main Street Elma, Washington 98541, hereinafter referred to as ("Customer"). Onix and Customer are sometimes referred to collectively herein as the "Parties" and individually as a "Party." This Agreement is effective as of the date signed by both parties (the "Effective Date").

WHEREAS, Onix is an authorized Google Workspace Reseller; and Customer wishes to license Google Workspace;

NOW, THEREFORE, Onix and Customer hereby agree as follows:

1. **User Licenses.** "User Licenses" means the Google hosted services currently known as "Workspace Basic" and/or "Workspace Business" (as the services may be renamed from time to time) provided by Google and used by Customer under this agreement.
 - 1.1. "Users" mean employees of Customer authorized by Customer to access the User Licenses. User Licenses are sold by Onix on a per User, per year basis. "User License Fees" are the fees charged by Onix per User, multiplied by the number of Users as specified in the Onix Networking Services Schedule (Exhibit A).
 - 1.2. User Licenses will be delivered to Customer in electronic format. The User Licenses shall be deemed accepted by Customer upon provisioning of the Customer domain with the specified number of User Licenses.
2. **Google Workspace License.** Customer agrees to comply with the terms and conditions of the "Product Passthrough Terms – Google Cloud Master Agreement – Public Sector" at https://static.carahsoft.com/concrete/files/5116/0389/0638/Master_Cloud__Workspace_TOS_1.PDF.
3. **Support Services.** "Support Services" means the Workspace support services, provided by Onix as specified in the Exhibits, if applicable. Onix will provide to Customer Support Services specified in accordance with the applicable Exhibit.
4. **Term.** The initial term of this Agreement shall be twelve (12) months beginning on the Effective Date (the "Initial Term"). Thereafter, this Agreement may be renewed for consecutive renewal terms of twelve (12) months (such renewal terms together with the Initial Term, the "Term"), by written notice thirty (30) days prior to the end of the applicable Term.
5. **Fees and Billing.** Onix will bill Customer for the User License Fees and Support Services (the "Total Fees") as specified in the Onix Networking Services Schedule (Exhibit A) on or after the Effective Date.
 - 5.1. All User Licenses Fees are binding and final as of the Effective Date. All User License Fees are non-refundable for any Term.
 - 5.2. Total Fees are due thirty (30) days from the invoice date. All payments are due in U.S. dollars. Customer is responsible for any and all applicable U.S. taxes (other than Onix's income tax) associated with the Total Fees.
 - 5.3. Onix may revise its fees (including, but not limited to the User License Fee) with at least thirty (30) days prior written notice to Customer, effective for the following term.
6. **Force Majeure.** Onix shall not be liable for inadequate performance of its obligations under the Agreement to the extent caused by a circumstance beyond its reasonable control, including, without limitation, Domain Name Server issues outside its direct control, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages.

By signing below the parties acknowledge that they have received, understood and agreed to, in a legally binding manner, all components of the Agreement.

Customer: WA - City of Elma

Onix Networking Corp.

Signature _____

Signature _____

Print Name _____

Print Name Timothy S. Needles

Title _____

Title President / CEO

Date _____

Date _____

Exhibit A Onix Networking Services Schedule

Date	2/14/2022	Customer	WA - City of Elma	
Billing Information			Customer Contact Information	
Name	Wendy Collins	Name	Wendy Collins	
Address	WA - City of Elma	Address	WA - City of Elma	
	202 W Main Street		202 W Main Street	
	Elma, Washington 98541		Elma, Washington 98541	
Telephone	360-482-2212	Telephone	360-482-2212	
Email	wendy@cityofelma.com	Email	wendy@cityofelma.com	
Activation Email	wendy@cityofelma.com	Contract Term	12 months	
Domain Name	cityofelma.com	Onix Rep	James Seiler	
Please check one	<input type="checkbox"/> Purchase Order # <input type="checkbox"/> Purchase Order Not Required			
User Licenses				
Description	(Annual) Unit Price	# Users/Mailboxes	(Annual) Total	
Google Workspace Business Plus Licensing	38	\$216	\$8,208	
Total User License Fees			\$8,208	
Services Billing Terms:	Net 30 from invoice date			
Notes:				