



# McCleary City Council

## PROPOSED AGENDA

October 8, 2008

6:30 Worksession

6:45 Public Forum: Water System Plan Update

7:00 Council Meeting

Flag Salute

Roll Call

Minutes

Public Comment

Mayor's Report

Staff Reports:

Busse Nutley, City Administrator

Dan Glenn, City Attorney

Department Heads

Public Hearing:

Arndt Alley Vacation

Old Business:

New Business:

Bid Award – Patch Paving

Ordinances:

Vacate Alley Right-of-Way (Arndt)

Resolutions:

Water System Plan Adoption

Employee Handbook – Military Leave (new benefit)

Ratify Sole Source Purchase – Bunker Gear

Vouchers

Mayor/Council Comments

Public Comment

Executive Session

Adjournment

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

Please Turn Off Cell Phones – Thank You

CITY OF McCLEARY  
September 24, 2008  
Regular Council Meeting

The regular meeting of the McCleary City Council was called to order at 7:00 PM with the flag salute.

Roll Call: Wallace Bentley, Mayor  
Council Members: Lake, Hays, Boling, Vessey and Vatne

Staff Present: Attorney Glenn, Administrator Nutley, Clerk-Treasurer Rostedt, Police Chief Crumb

It was moved by Councilman Vatne, seconded by Councilwoman Lake, to approve the minutes as distributed. Carried.

It was moved by Councilman Vessey, seconded by Councilman Vatne, that an executive session on personnel issues be held, with an approximate time of 20 minutes. Carried.

The meeting was reconvened.

Mayor Bentley reported that there is a vacancy on the Civil Service Commission.

Administrator Nutley reported on the following:

- 1) BPA will be sending the City an additional \$32,203.00 as a further reimbursement from the Residential True-Up Program.
- 2) Administrator Nutley and Utility Accountant Taylor met with Kirsten Watts of BPA as relates to the new contract between BPA and the City which needs to be signed by December 1. The Finance Committee will be meeting with Ms. Watts on October 6. Currently the City pays two bills per month—one for power and one for transmission costs, because BPA has separated these programs. Under BPA policy, these programs cannot directly communicate about a customer without the customer's consent. It would be to the City's advantage for the two sides of BPA to speak directly to each other about McCleary's issues. It was moved by Councilwoman Lake, seconded by Councilman Vatne, to authorize the Mayor, with the approval of Attorney Glenn, to sign an agreement that would give consent to BPA to communicate directly between its programs about McCleary. Carried.
- 3) The County Commissioners will be holding a public hearing on October 6 to implement their proposed land use regulations and, what effect these regulations will have on the Wildcat Aquifer. With adoption of these regulations, the moratorium will be repealed.

In preparing the 2009 proposed revenue budget, Clerk Rostedt has estimated \$20,000.00 in interest from investments. In the past, the interest has been withdrawn from the accounts and divided among the active funds from which the investments were made. It has been suggested by Toni Nelson, State Auditor's Office, that there is an alternative which would be to leave the money within the investment funds, thereby increasing the value of the investments. After some discussion, it was moved by Councilman Vessey, seconded by Councilman Vatne, not to change the current procedure. Carried

It has been over 5 years, in the wake of 9-11, that the City purchased new bunker gear for the Fire Department, financed with a FEMA grant. That equipment needs to be replaced. The City has an opportunity to "piggyback" with the City of Tacoma to purchase replacements at a discount. Gear that would have cost the City around \$50,000.00 can be purchased for approximately \$40,000.00. The decision needs to be made by October 1 to include the City of McCleary in this purchase. After some discussion, it was moved by Councilman Boling, seconded by Councilman Vatne, to authorize the Mayor to sign a "Cooperative Purchasing Agreement" with the City of Tacoma. Carried. Attorney Glenn will have a sole source ratifying resolution ready for adoption at the October 8 meeting.

Administrator Nutley said that the new Employee Handbook is completed. Employees have had two drafts to review. It was moved by Councilman Vatne, seconded by Councilwoman Lake, to amend Section 3.8 on page 32, thus allowing the Police Chief to be paid for some overtime when staffing in the Police Department is low. Resolution No. 574 entitled A RESOLUTION ADOPTING POLICIES RELATING TO PUBLIC EMPLOYMENT; SUPERSEDING ANY POLICY INCONSISTENT HEREWITH; AND PROVIDING AN EFFECTIVE DATE, was introduced. It was moved by Councilman Vatne, seconded by Councilman Vessey, that the resolution be adopted. Carried.

It was agreed to hold a Public Forum on the proposed Comprehensive Water Plan at 6:45 PM on Wednesday, October 8, 2008. The forum will be advertised at City Hall and will be posted on the City's web site.

It was moved by Councilman Boling, seconded by Councilman Vatne, that the meeting be adjourned. Carried.

## **STAFF REPORT**

To: Mayor and City Council  
From: Busse Nutley, City Administrator  
Date: September 24, 2008  
Re: Current Non-Agenda Activity

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### **Budget**

The estimates of revenues and expenditures were provided to the Mayor on Wednesday, October 1, as required by statute. He has now reviewed the staff document and is providing it to you for your information in a document separate from your meeting packet, as this will not be considered at the Council meeting. During October, these estimates will be further refined and the Mayor's Preliminary Budget will be submitted to the Council prior to November 3.

The following is the schedule of steps that must be taken prior to final adoption:

1. Public hearing on revenues, including setting property taxes: October 22
2. Submittal of the Mayor's Preliminary Budget to Council: by November 3
3. Clerk publishes notices for public hearing on final budget: November 3 – 14
4. Set property tax levy: October 22 or November 12 (prior to November 30)
5. Public hearing for 2009 budget adoption: December 3
6. Budget adoption: December 3 – 31.

### **Chamber of Commerce**

I attended the Chamber meeting on September 26. They are pleased with our joint flower project this summer and will begin collecting donations for next year's baskets. The cost per basket is \$40.00. If more is collected than the number of baskets we had this year, then more baskets and brackets will be purchased.

### **Municipal Research Service**

On September 25 MRSC held another of its small cities meetings concerning technology. This is the second one I have attended and I picked up quite a bit of helpful information. Most of the discussion centers on changing accounting systems; however, this time MRSC announced it has developed a new program we can use to track citizen requests for service. It will be completed around December 1 and looks like it is exactly what would work well for us. If we decide to make it available on our website for our residents to use, the cost eventually might be as high as \$100 per year; but right now it is free.

### **McCleary School Remodel**

The pre-construction meeting for the school was held on Friday, October 3. Once the utility construction plans have been signed, work will commence.

### **BPA Meetings**

Ardyce and I have been having a series of meetings with various programs of BPA. On Thursday, October 2, we met with representative of the Transmission program, as well as a follow-up meeting with the Conservation program representative.

On Monday, October 6, our Power representative met with the Finance Committee, and results of that meeting will be reported at the Council meeting

### **Ambulance Service**

Representatives of McCleary, Elma and Fire District 12 jointly requested proposals for emergency medical services from Fire District 5 (our current provider) and American Medical Response (a private ambulance company). Sealed responses were received at Dan's office on or before Tuesday, September 30. The responses, together with a DRAFT comparison sheet, are attached for your review. As you can see, price is not the only consideration in choosing a provider.

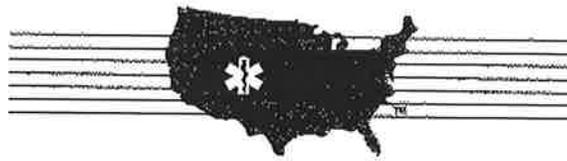
### **Wildcat Creek Aquifer**

The Commissioners are set to hold their final public hearing on the proposed new land use regulations for the aquifer area, and to repeal the building moratorium on Monday afternoon, after you receive your packet. I will provide information on actions taken at the Council meeting on Wednesday.

Comparison of AMR and Fire 5 Proposals for EMS - 2009

10/6/2008

	AMR	FIRE 5	NOTES/COMMENTS
<b>Equipment</b>			
Ambulances	Type III	Type III	
<b>Financial Stability</b>			
Financial report provided	Yes	No	
<b>Patient Billing - Uninsured</b>			
Bill to more than 200% poverty level	Yes, works with them	Yes	
Bill to less than 200% poverty level	No	Yes, writes off %	
<b>Patient Billing - Insured</b>			
Bill patient for unpaid balances	No	No	Medicare, Medicaid, etc. = full payment
Discounts with private insurance co's	Yes	Not addressed	
<b>Subsidy or Availability Fees</b>			
<b>Elma, McC, Fire 12 - or 700 transports</b>			
1 Paramedic, 1 EMT	\$349,000	\$294,414 - \$315,710	Number of transports vs. population
2 Paramedics	\$408,000	\$279,428	
<b>All Entities - or 1,000 transports</b>			
1 Paramedic, 1 EMT	\$237,000	\$539,148	
2 Paramedics	\$296,000	\$477,246	
<b>Dispatch Costs</b>			
Paid by 3 Entities	Not addressed	Yes	
<b>Services provided by 3 Entities</b>			
Role of firefighters	Not addressed	Assist each 9-1-1 call	
Discount for office, lodging	Not addressed	Perhaps, if negotiated	
			See Attachment "B" (Fire 5) for explanation why 2 Paramedics are less expensive than 1 Paramedic & 1 EMT



AMERICAN MEDICAL RESPONSE

September 29, 2008

Busse Nutley  
City Administrator  
100 South 3<sup>rd</sup> Street  
McCleary, WA 98557

Re: Ambulance Service

Ms. Nutley:

American Medical Response Ambulance Service, Inc. (AMR) is pleased to submit this proposal for emergency medical service to the City of Elma, City of McCleary, and the Grays Harbor Fire District #12. We look forward to fostering a relationship that is beneficial to all parties and want to assure you that we are committed to providing the highest level of patient care and satisfaction to your communities. With over 90 years of providing emergency medical service in the Northwest, AMR has the proven ability, management, and resources to provide top level service to your citizens when they call 9-1-1.

AMR has become the leading provider of medical transportation services in the nation based on our performance and customer satisfaction. With operations in 40 states, we employ more than 18,500 people and respond to more than 4 million patients every year with a fleet of approximately 4,400 vehicles. Our national resources provide support for our local leadership, allowing us to build strong relationships with the communities we serve. Being patient focused, customer centered, and caregiver inspired are the goals we strive for with each transport and patient interaction.

Our local operation has been providing medical transportation in Washington State for more than 80 years, and we are careful to consider this history and public reputation with our service delivery. Our clinical and response time performance will be extremely reliable, with equipment and vehicle failure and human error held to an absolute minimum through our constant attention to our protocols, procedures, performance auditing, and prompt and definitive corrective action.

AMR's mission is to make a difference by caring for people in need. In cooperation with our public and private partners, we work to unite capabilities and resources for the overall benefit of the community. We would be honored to work with the City of Elma, City of McCleary, and Grays Harbor Fire District # 12 to develop a service delivery plan that will meet your needs.

I encourage you to contact me with any questions or concerns you have about our company or service options. We thank you for the opportunity to participate in the procurement process.

Sincerely,

Randall Strozyk  
Chief Operating Officer  
American Medical Response Northwest Division

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## COMPANY INFORMATION

AMR builds custom programs for each customer, creating individual, system-specific operations that benefit from locally-based management oversight. Our company's regional and national experts help the local team identify, develop, and implement system improvements. Local leaders always enjoy direct access to a wealth of industry expertise and knowledge regarding the latest in "best practices."

### ***Organizational Structure***

AMR's organizational structure focuses on local decision-making authority whenever possible. The following brief position descriptions provide an introduction to the roles and responsibilities assigned to each management level:

- The Division Chief Operating Officer (COO) establishes policies, budgetary goals and parameters, local expectations, and overall leadership direction for all AMR business units in Washington and Oregon. The COO hosts regional and statewide strategic planning and is responsible for communications with bargaining unit leadership.
- The General Manager has the authority to make decisions regarding the fiscal and strategic direction of the local operation and business unit, including issues pertaining to contract compliance, the operational budget, and vehicle deployment. The General Manager approves changes to unit hours as well as all hiring decisions.
- The Operations Manager has the authority to make decisions regarding the day-to-day operations of the local operation and business unit, including daily staffing levels, deployment plan analysis, complaint resolution, and all other daily needs of employees and customers.
- The Business Development Director conveys the voice of the customer directly to AMR. As customer liaison, the Director and subordinate Account Executives meet regularly with hospital, fire department, police agency, and nursing home customers to check on service delivery, handle billing questions, educate customers on ambulance issues, and answer customer questions.
- The Operations Supervisor directly oversees daily operations, including taking vehicles out of service for maintenance issues, taking units out of service for crew debriefings after stressful calls, ordering additional resources as needed to meet call demand, investigating incidents, and meeting other field employee and customer needs.
- The CES Coordinator manages our internal clinical quality program, supporting the local Medical Director, monitoring system and individual performance measures and trending data, and planning and facilitating continuing education for both recertification and professional development. The CES Coordinator is responsible for tracking, coordinating, and following all clinical complaint and compliance issues to resolution.

### ***Staff Hiring and Training***

All AMR transportation personnel meet our established requirements that exceed those required by the State of Washington. First, they must provide documentation that they have the required expertise and qualifications. This documentation is verified by our in-house human resources staff. Then they must successfully pass baseline testing before completing a comprehensive training course, followed by annual continuing education courses.



All candidates for employment at AMR must meet or exceed education, health, and certification standards, and then pass a series of interviews, tests, and criminal background checks. AMR screens each field candidate's driving record and tested for illicit drugs before we make an employment offer, and we monitor driving records on an ongoing basis.

### ***Initial Training***

Once selected for employment, each employee must participate in AMR's extensive, new-employee orientation program, which includes classroom and hands-on training in:

- Company structure, philosophy, mission, and values
- Bloodborne / airborne pathogens
- Policies and procedures
- The Code of Conduct program
- Overview of field training
- Human resources issues, such as processing benefits and payroll
- Driver safety and emergency vehicle operations program
- Injury and illness prevention
- Patient privacy / confidentiality (HIPAA)
- Tuberculosis screening / Hepatitis B immunization
- Hazardous materials management
- Critical-incident stress management
- Diversity in the workplace
- Medical and legal guidelines
- Harassment-free workplace
- Vehicle maintenance
- Workplace health and safety
- Violence in the workplace
- Customer service and the billing process
- Quality-improvement standards
- Geography overview

### ***Quality Assurance / Utilization Review***

Our CQI process is led by our Medical Advisor a Board-certified emergency medicine physician. Our CQI processes include:

- Chart audits of patient transports, which include checks for clinical documentation accuracy, proper demographic information, signature compliance and overall legibility
- Focused education and training, includes topics identified by our chart audits, crew feedback, and direct observation of patient care
- Review, discussion, and an exchange of ideas when areas for improvement are identified; tied into ongoing and new employee training
- The ability to benchmark our local clinical performance against our operations in other areas around the state and the nation, allowing our caregivers to compare their performance to any sampling of their peers and effectively establish a standard of care

All CQI issues called into AMR will be responded to within one business day. AMR has field and communications supervisors available 24 hours a day for the real time resolution of issues and customer questions.



## **VEHICLES AND EQUIPMENT**

American Medical Response understands the critical role that vehicles and equipment play in the success of any EMS system. AMR's consolidated financial strength allows us to continually reinvest in our fleet to proactively meet evolving industry standards.

### ***Vehicles***

The vehicles AMR uses in your area for ALS service will be Ford Type III ambulances. AMR's ambulances have enhanced safety and reliability modifications, such as redundant battery systems, redundant alternator systems, heavy-duty engine cooling and transmission systems, and specialty emergency lighting, including intersection strobes and warning lights. Our vehicles are also modified by Leader Industries with a standard ambulance conversion as well as shelving and safety items specific to AMR.

All AMR ambulances are equipped with the Road Safety™ system, which monitors and records vehicle operating parameters, such as speeding and high vehicle G-forces caused by rapid accelerations and decelerations and high-speed turns, creating reports rating driver performance. The system provides an audible warning as the driver approaches an unsafe condition, allowing sufficient time for the driver to take corrective action. Beyond the benefits to the company, Road Safety provides a safety advantage for the crew, patient and general public.

### ***Fleet Maintenance***

AMR's vehicles are some of the most reliable in the ambulance transportation industry, and are properly certified, licensed and equipped above local and state requirements. AMR maintains this high reliability through aggressive preventive-maintenance (PM) programs that meet or exceed manufacturer recommendations and U.S. Department of Transportation (DOT) standards. Nearly all fleet maintenance is performed in-house. We are not held to outside fleet vendor schedules or limits.

Among the highlights of our comprehensive preventive maintenance program:

- AMR's Maintenance Department is certified by Ford Motor Company to perform warranty repairs on its units in-house.
- AMR's Maintenance Department uses all Original Equipment Manufacturer's (OEM) fluids and service parts, which meet Ford's specifications as provided by the dealer.
- Approximately 98% of the maintenance work performed is preventive maintenance.

Every 5,000 miles, AMR's fleet maintenance personnel perform a systematic bumper-to-bumper inspection of the ambulance fleet, examining more than 170 parts. Following the comprehensive inspection, mechanics perform maintenance and service averaging 2.5 hours per vehicle. The fleet manager reviews each hard copy of the PM inspection form to ensure satisfactory completion of the required maintenance.

Our national contracts with vehicle and equipment manufacturers enable AMR to customize our ambulances to meet the specific needs of our customers. Where appropriate, standardization of vehicle configuration and interior layout allows personnel to readily switch



between vehicles and enhances crew efficiency. All vehicle designs are crash-tested by the manufacturer to ensure the safety of the crew and the patient. Our PM criteria are outlined in the following chart:

Every 5,000 Miles	Additional Services Every 15,000 Miles	Additional Services Every 30,000 Miles	Additional Services Every 60,000 Miles
Lubrication	Repeat of 5,000-mile inspection	Repeat of 15,000-mile inspection	Repeat of 30,000-mile inspection
194 safety point and mechanical inspection	Replacement of fuel filter	Rear differential service	Replace belts
Change oil and filter	Transmission service		Replace idler pulleys and tensioner
Replacement of air filter			Replace vacuum pump
<ul style="list-style-type: none"> <li>• Batteries – Test and inspect every service. Replace in sets of two if required.</li> <li>• Shocks – Inspect every service and replace as needed.</li> <li>• U-joints – Inspect every service and replace as needed.</li> </ul>			

All fleet maintenance work is performed by highly skilled in-house mechanics. We comply with all applicable laws and regulations from the federal Environmental Protection Agency and the State of Washington's DOH Environmental Protection Agency, including disposing of all used parts, accessories, lubricants, and tires to allow for recycling and reduced impact on the environment.

**Equipment**

AMR stocks equipment and supply inventories to meet and comply with all applicable standards, including State of Washington laws and Grays Harbor Patient Care Guidelines for ALS. Our onboard equipment for our fleet includes:

- Global Positioning System (GPS) Satellite Vehicle Locating System
- Gurneys — AMR equips each ambulance with one Stryker MX Pro gurney, and we have spare gurneys in reserve.
- Cardiac Monitor— AMR uses Medtronic LifePak 12 EKG monitor/defibrillator with capnography.
- Cervical Spine Boards — AMR uses translucent backboards.
- Portable and Onboard Suction — AMR uses both the V-VAC portable and onboard suction with common disposable parts.
- Traction Splints — Traction splints for adult and pediatric patients are carried on all AMR ambulances.
- Scoop Stretchers — Scoop stretchers are carried on all units and maintained and replaced as recommended or needed.



- Stair Chairs — AMR equips each of our units with Ferno stair chairs. These chairs double as emergency stretchers.
- Extrication Devices — Kendrick Extrication Devices are used for extricating patients with spinal injuries or patients who require excessive movement during extrication.
- Soft Equipment Packs — A soft equipment pack stores EMS and trauma supplies.
- Reflector vests
- Eye protection for infection control
- Glove dispensers located in the front and rear of vehicles, for latex and non-latex gloves
- Infectious disease barrier suits or disposable gowns and shoe covers
- Surgical masks to prevent exposure to meningitis and other droplet-transmitted pathogens
- N-95 or HEPA respirators to protect employees from tuberculosis and other airborne-transmitted pathogens
- DOT HazMat reference book
- Containers for disposal of bio-hazardous waste, contaminated sharps, red biohazard bags, and yellow infectious linen bags

AMR continues to be committed to introducing and implementing new equipment and technologies to better meet our customers' needs. We stay current with trends in medical transportation services, actively pursuing upgrades identified by our local employees or suggested by our customers. AMR involves employees in the selection of equipment, allowing them to evaluate equipment prior to full rollout and update it as required by the demands of the field.

### ***Insurance***

AMR's financial strength and organizational size support a substantial level of insurance to protect the interests of our patients and promote the long-term stability of our Northwest operation and our service to you. We agree to maintain insurance for the duration of the proposed Agreement.

All of our insurance carriers are licensed to transact the business of insurance in the State of Washington by the Insurance Commissioner and hold a Best Policyholders Rating of "A" or better with a financial size rating of Class IX or larger.



## FINANCIAL STABILITY

Even though all AMR operations are community based, our national size gives us unparalleled financial strength. On December 15, 2005, EMSC, the general partner of Emergency Medical Services LP, completed an initial public offering of its common stock. Following this initial public offering, the equity of Emergency Medical Services LP, and EMSC is ultimately held by:

- Management and employees of EMSC and its subsidiaries, including the AMR and EmCare companies;
- Public stockholders of EMSC; and
- Various affiliates and subsidiaries of Onex Corporation, a large diversified Canadian public company.

AMR contributes approximately 64% of the total revenues (net of contractual allowances) and 59% of operating income of EMSC.

Emergency Medical Services, LP, is a Delaware limited partnership created by Onex Corporation and its affiliates.

The following table summarizes the key financial stability metrics for EMSC and AMR as documented in our audited financial statements:

Financial Metric	December 31, 2005	December 31, 2006	December 31, 2007
	EMSC	EMSC	EMSC
Current Assets	\$515,296,000	\$532,489,000	\$670,760,000
Total Assets	\$1,267,028,000	\$1,318,217,000	\$1,479,563,000
Current Liabilities	\$277,435,000	\$300,962,000	\$306,891,000
Total Liabilities	\$922,044,000	\$932,177,000	\$1,030,067,000
Net Worth	\$344,984,000	\$386,040,000	\$449,496,000
Working Capital	\$237,861,000	\$231,527,000	\$363,869,000
Cash	\$18,048,000	\$39,336,000	\$28,914,000

As shown in the above tables, EMSC produces sufficient cash flow to meet working capital requirements. For more information on EMSC's financial reports, please follow the link provided: <http://www.emsc.net>.



## PATIENT BILLING AND COLLECTIONS

As a national organization, AMR has extensive experience maintaining the necessary documentation for regulatory compliance and monitoring performance for continuous clinical and legal compliance. Our compliance expertise and regulatory experience will ensure the long-term stability of our ambulance transport services for your area. AMR provides a comprehensive Health Insurance Portability and Accountability Act (HIPAA) compliance program for all employees to protect the privacy of our patients.

While AMR is committed to obtaining payment for services in a timely and professional manner, no patient is ever denied access to medically necessary patient care or emergency ambulance transportation on the basis of his or her ability to pay for the services rendered. We never attempt to collect fees at the scene, en route, or upon patient delivery.

We use electronic claims processing for all payors accepting electronic billing and have the ability to manually file claims with those payors who do not accept electronic files. AMR accepts assignment on all claims. To ensure timely and accurate processing, we supplement information on patient care reports (PCRs) with information provided by health care facilities or by the patient or patient's family.

AMR follows all state and federal guidelines for invoicing facilities and health care payors as well as consumer guidelines when billing privately. AMR does not charge for responses when a transport does not occur.

AMR proposes a unique and customer focused approach in working with the uninsured / private pay population. AMR will provide a Patient Advocate in its local billing office who will process each uninsured patient claim. Each customer or their family will be contacted by the AMR Patient Advocate before an invoice is sent. The AMR Patient Advocate will work with the patient, family, or guarantor to determine the patient's ability to pay. Rates will be as follows.

Poverty Level	Billed to Patient	
Less than 200% Federal Poverty Level	No Bill	
Above the 200% Federal Poverty Level (monthly payment plans will be available)	\$175.00 Base Rate	\$4.50/mile

All patient claims will have the following language included with their invoice:

*"If you believe that you are uninsured and meet the federal poverty guidelines, you may qualify for a waiver of fees. Please contact AMR at 253.396.4328 to learn of your rights".*

### **Medicaid, Medicare, and Private Insurance**

Regardless of what an ambulance company sets as their charges for service, actual payments by Medicare and Medicaid, and any patient co-pay are the same. For private insurance companies, AMR discounts to the insurance company and subsequently, the patient.

Washington Medicaid pays a flat ALS base rate of \$110.25 and mileage of \$4.50/mile for all ambulance companies regardless of their posted rates. Washington State does not allow ambulance companies to bill the patient.



Medicare also pays via a fee schedule with a flat ALS rate of \$263.50 and \$6.55 per mile for all ambulance transports in Grays Harbor County regardless of their billed rates. Medicare typically pays 80% of the Medicare fee schedule and requires the ambulance company to bill the 20% copay to the patient or their secondary insurance.

To our knowledge, AMR is the only private ambulance company in the state to have discount contracts with the insurance companies listed below. These discount contracts lower our rates to the insurance plan and the patient.

- Aetna Health Plans
- Molina Health Care
- First Choice Health Network
- Pacific Health Plans
- Group Health Cooperative
- Regence Blue Shield

The flat rates of Medicare and Medicaid, along with the AMR discount arrangements with managed care payors, makes the patient charges by AMR less than or equal to the rates between ambulance companies with different base rates.



**PRICING**

<b>AMR – Price Sheet</b>		
<b>Annual Subsidy Rates Paid to AMR for 2009</b>		
	Includes staffing and one ALS equipped ambulance - would not need additional staffing by local first responders	Includes staffing and one ALS equipped ambulance with two sets of ALS equipment - ability to split paramedics to form two ALS units. Resource needed from local fire department are: two EMT's and one transport capable ambulance or response vehicle
<b>700 Transports</b>	<b>\$349,000.00</b>	<b>\$408,000.00</b>
<b>1,000 Transports</b>	<b>\$237,000.00</b>	<b>\$296,000.00</b>

Our two pricing options have been attached to this letter and reflect the two service options set forth. Option 1 provides for a single Paramedic and single EMT Advanced Life Support (ALS) Unit with one individual set of ALS equipment. Option 2 provides for a dual Paramedic ALS Unit with two individual sets of ALS equipment. Both pricing options are for 24 hours a day, 7 days per week coverage for one year.

Our rates for 700 transports have been priced with the assumption that the contracting entities will be the City of Elma, City of McCleary, and Grays Harbor Fire District #12. If Grays Harbor Fire District #5 elects to participate in this contract as well, then the 1,000 transports pricing will apply.

These prices are fixed for 12 months, and AMR bills and expects to be paid on a monthly basis; however, terms of payment are negotiable.





**Grays Harbor Fire District 5**  
P.O. Box 717  
Elma, WA 98541  
(360) 482-6266  
Fax (360) 482-3152

9/29/2008

Mayor Dave Osgood  
City of Elma

Mayor Wally Bentley  
City of McCleary

Councilman Jim Sorenson  
City of Elma

Commissioner Jerry Banks  
Fire District 12

Gentlemen,

As requested please find enclosed two draft proposals for the District to continue to provide Ambulance Services for your entities. The proposals and accompanying Worksheet have been reviewed and verified by our Consulting Firm.

As requested each proposal includes a separate Availability Fee worksheet.

As to the other information that was requested by Mr. Glenn:

- A. The District will supply three ALS equipped, type III ambulances.
- B. The District does accept payment from Medicare, Medicaid, Tricare, L&I, DSHS and Healthy Options as payment in full. The District does not waive uncovered balances after private insurance payment however, does have a long history of working with patients to set up payment plans to fit individual needs. The District also utilizes a "Charity Care" policy and routinely writes off percentages of uncovered balances based on the Federal Poverty Guidelines for the Department of Health and Human Services.
- C. The District is requesting that local departments begin to assist District staff on aid calls as indicated in the Draft Agreements.
- D. The District is requesting that each entity be responsible for their own dispatch costs resulting from EMS calls occurring in their respective areas. This reduces the Demand Costs and subsequently the Availability Fee by that

*Commissioners: Gerald Bailey · Eric Patton · Matt Howarth  
Brad Peckham, Acting Fire Chief*

amount. If an agreement could be made for housing of Ambulance Staff any savings would also be realized in a reduction and the Demand Costs.

- E. Any Agreement beyond 2009 may include costs for vehicle replacement which would affect the amount of Availability Fees.

The proposed Agreements include an Availability Fee Worksheet that shows a calculated cost of Availability. The Availability Fee is the cost of having an Ambulance ready to respond.

The number of calls and transports used on the Availability Worksheet are from 2007 at the suggestion of our Consulting Firm. They believe that it is more accurate to use a complete year's information rather than estimate the outcome of the current year. Our Consultants are also recommending that the Availability Fees be allocated by Population rather than Usage as Population is a firm number and usage can change dramatically.

In 2007 the District provided 122 Interfacility Transfers from Mark Reed Hospital, to other locations. These are done only when the District has sufficient manpower to cover 911 calls when a unit is out of the area. When the request is for an ALS Transfer and the District has only one Paramedic available these Interfacility Transfers are passed on to other services such as Montesano and Fire District 2. Mark Reed Hospital does not pay Availability Fees towards our service since 911 calls are our priority and Interfacility Transfer are only done as staff and units are available for additional income, which lowers the Availability Costs for everyone. My understanding from speaking with Fire Departments in neighboring counties is that this is the standard, not the exception.

We understand the sensitivity of this issue. We are looking forward to meeting with all parties to discuss these Proposals and work towards a resolution to benefit the needs of our collective community.

Brad Peckham



Acting Fire Chief  
Grays Harbor Fire District 5

*Commissioners: Gerald Bailey · Eric Patton · Matt Howarth  
Brad Peckham, Acting Fire Chief*

## PROPOSAL FOR PROVISION OF EMERGENCY MEDICAL SERVICES

Whereas, Grays Harbor County Fire District 5 is interested in continuing to provide Emergency Medical Services to the Cities of McCleary, Elma and Grays Harbor Fire District 12, we offer the following proposal;

### TERM

Fire District 5 proposes that a new agreement will commence on January 1, 2009 and continue through \_\_\_\_\_ when it will expire unless the parties agree to extend the agreement by \_\_\_\_\_.

### FIRE DISTRICT 5 DUTIES AND RESPONSIBILITIES

Fire District 5 shall operate and staff an Advanced Life Support ambulance service. Fire District 5 will maintain at least two ALS ambulances according to Federal, State and Local Rules, Regulations and Protocols. The ambulance service will operate twenty four hours per day and seven days per week. The ambulance service will respond to all 911 calls within the entities in accordance with WAC 246-076 with the exception of calls for Public Assistance identified by dispatch as being non-injury.

### PERFORMANCE STANDARDS

The ambulance service shall meet all requirements set forth in WAC 246-076 including response times and availability

### MANAGEMENT

The ambulance service will continue to be the ultimate responsibility of the Fire District Board of Commissioners however; the Board encourages the active participation of the Ambulance Advisory Board.

### STAFFING

Fire District 5 shall, except in circumstances beyond the Districts' control, including but not limited to, employee illness or absenteeism, staff the ambulance service with a minimum of one Paramedic and one Emergency Medical Technician

(EMT) per 24 hour shift unless, a different level of staffing is mutually agreed to by the Parties in writing.

#### RESPONSE PLAN

The Fire District will respond with an appropriately staffed ambulance to all 911 calls within the entities within its capabilities other than to calls indentified as Public Assistance.

The Fire District shall provide Emergency Medical and Transport services as necessary to all ALS and BLS patients originating with the entities.

The entities shall provide two responders to provide assistance on all 911 calls occurring in their respective response area.

#### REHABILITATION AND STANDBY

The Fire District, under normal circumstances, will not provide rehabilitation and standby services for the Fire Departments of the entities. However, in the case of large events the entities are encouraged to request the Fire District for assistance.

#### SERVICE LIMITATION

All services will be rendered on the same basis as such services are provided to areas within the District, but the District assumes no liability for failure to do so by reason on any circumstances beyond its control. In the event of simultaneous calls within where facilities of the District are taxed beyond its ability to render equal services, the officers and agents of the District shall have discretion as to which call shall be answered first. The District shall be the sole judge as to the most expeditious manner of handling and responding to Emergency calls.

#### NOTICE OF PROPOSED RATE CHANGES

In the event the District undertakes consideration of an action which would result in a change in the fees and costs charged to the individual user of its service, whether related to the response itself, a mileage charge, or supplies provided in the course of the a response, it shall provide the Entities and the Members of the Advisory Board with written notice of the

proposed changes no less than twenty-one days prior to the date at which the Districts' Commission will consider adoption of any such proposed change.

The Districts' Commission will take into consideration in good faith any concerns or recommendations the Entities or the Board may have in reference to said changes. Any rates established shall not distinguish between service within the boundaries of the Entities limits and service within the boundaries of the Fire District.

#### TERMINATION FOR CAUSE

The agreement may be terminated prior to the expiration date of th Term specified for cause. This shall apply in the event that the party contends the other party has failed to comply with a duty created by this agreement. In that event, the party shall give the other party written notice specifying in reasonable detail the duty breached. In the event the recipient party does not take reasonable steps to correct the failure within fourteen days of receipt of the notice, then the other party may give written notice of its decision to terminate the agreement 90 days following the date of the giving of notice.

#### ADVISORY BOARD

A representative of the Fire District Board of Commissioners combined with a representative from each entity shall continue to participate in an active Advisory Board.

#### POWERS AND LIMITATIONS OF ADVISORY BOARD

The Advisory Board shall have the following powers and responsibilities as well as such others as may hereafter be assigned by action of the Parties. Its recommendations shall be advisory only and the District 5 Board of Commissioners reserves the right to reject any recommendation.

#### LEVEL OF SERVICE

The Advisory Board shall review the staffing, response time and equipment levels used by the District to provide EMS throughout all jurisdictions and, at least on an annual basis, shall provide recommendations to the District 5 Board of Commissioners

regarding staffing levels, response times and equipment levels for EMS.

The District 5 Board of Commissioners shall, in good faith, review such recommendations, and to the extent that such recommendations can be implemented in a manner that does not increase the cost to the District, District 5 shall implement the recommendations that increase the level of service throughout all jurisdictions provided the recommendations are consistent with Federal, State and Local Laws, Rules and Regulations. In the event a proposal would increase costs to the District the District shall not be required to implement the recommendation absent the unanimous consent of the parties to share in the additional costs.

In the event the recommendation is to decrease the current staffing level or level of service, the District 5 Board of Commissioners reserves the right to reject such recommendations provided that, in such event, the District 5 Board of Commissioners will refrain from increasing the staffing level or level of service outside of District 5 beyond the level currently provided, unless it does so solely at its own expense.

#### FISCAL MATTERS

Each Entity will be responsible for any Dispatch Fees that result from EMS calls occurring in their respective areas.

The District shall provide the Board and each of the entities copies of the Fire Districts' monthly County Revenue and Expense reports. The report shall be provided no later than the 15<sup>th</sup> of the month following that month covered by the report. The District shall respond with reasonable dispatch to any other questions relating to the fiscal status of the District which may be directed to the District by the Advisory Board.

District 5 shall present a proposed budget to the Advisory Board no later than three weeks prior to its Public Hearing on said budget. The Advisory Board shall review the Budget and shall make recommendations regarding those portions of the budget relating to EMS to District 5 as promptly as possible with the goal being no later than one week prior to the Districts' public hearing on its budget. District 5 will review such

recommendations in good faith and may implement any budget revisions that are reasonable and that do not reduce the current level of staffing or service provided throughout the jurisdictions.

The Board may make recommendations to the Districts' Board on such matters it may deem appropriate. This shall include providing advice and recommendations to the Districts' Board including fiscal and management guidance to enhance its operational capabilities.

All meetings of the Advisory Board shall be held in compliance with the Open Public Meetings Act, chapter 42.30 RCW. The date, time and location of the regular meetings of the Advisory Board shall be established by resolution of the Board.

The Advisory Board shall elect a chairperson and vice chairperson annually with one of the positions being held by a representative of the Entities and one position being held by a representative of District 5. Either the Chair or Vice Chair may call a special meeting of the Board provided that notice of such meeting is provided in accordance with the requirements of chapter 42.30 RCW. The Advisory Board shall also designate a secretary to the Advisory Board to keep record of all proceedings of the Board. A quorum of the Advisory Board shall consist of three members or alternates. Actions of the Board shall require the affirmative vote of at least three members of the Board.

#### COMPENSATION

For provision of the services to be provided by the District pursuant to this Agreement, all entities shall share the cost of Availability as outlined in attachment "A" (Availability Worksheet) and in accordance with chapter 35.21.766 RCW and shall be paid in equal monthly installments on or before the 15<sup>th</sup> day of each month. In recognition of the payment protocols in effect for Fire District 12, its payment shall be made by the 21<sup>st</sup> of each month. The Allocation of sum due from the Entities shall be agreed upon by the Entities.

#### NOTICES

Any and all notices or communications required or permitted to be given under any of the provisions of the Agreement shall be in writing and shall be deemed to have been given upon receipt when personally delivered or two (2) days after deposit in the United States mail if sent by first class, certified mail, return receipt requested. All notices shall be addressed and delivered to the parties at the addresses set forth below or at such other address as a party may specify by written notice to the other party. Further, as to any notice not personally delivered, it shall be mailed with one copy being sent by first class mail, postage prepaid, and the other by certified mail, return receipt requested.

Any notice to be given to either of the Cities shall be given in writing to the Clerk-Treasurer during normal business hours or mailing it as set forth above to the attention of the Clerk-Treasurer of the City as follows:

Elma: PO Box E, Elma, WA 98541

McCleary: 100 South Third Street, McCleary, WA 98557

As to Fire District 5, notices shall be given in writing by delivering the notice to the individual serving as Chair of its Board of by mailing it as set forth above to the District at the following address.

FD 5: PO Box 333, McCleary, WA 98557.

Any notice to be given to the District shall be given in writing to the District by leaving the notice with the individual in charge of the Emergency Medical Services division of the District or by mailing it to the Grays Harbor Fire District 5, PO Box 717, Elma, WA 98541.

#### ENTIRE AGREEMENT

This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations or discussions with respect thereto. This Agreement may be amended or modified by written instrument signed by the parties hereto after approval by their respective governing bodies. Such amendments may be for the purposes of,

among other things, adding or deleting parties to this Agreement.

#### ASSIGNMENT

No party to this Agreement may assign its rights or obligations hereunder.

#### COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

#### FILING

Upon execution of this Agreement, the parties shall file a true and complete copy thereof in compliance with the provisions of Chapter 39.34 RCW.

#### AUTHORIZATION

Each Party does hereby represent and warrant to the others that it is duly authorized to enter into and to carry out the Terms of this Agreement.

#### INDEMNIFICATION AND INSURANCE

Any and all claims, damages, and judgments for liability which hereafter arise on the part of any and all persons as a direct or indirect result of the acts or omissions of the District (including its officers, employees, and agents) in carrying out its duties under this Contract shall be the sole obligation of the District. The District shall defend, indemnify, and hold harmless the Entities (including their officials, officers, employees, and agents) in full, including costs, expenses, and attorneys fees, for any and all acts of failures to act on the part of the District, its officers, agents, and employees.

The District shall maintain such insurance as will protect against claims, damages, losses and expenses arising out of, or resulting from, all activities relating to this Contract. Such insurance coverage shall name the Entities as an additional insured and shall be for a minimum of the following amounts:

Bodily Injury Liability-\$2,000,000

Property Damage Liability-\$1,000,000

The limits set out above shall be per incident limits and not aggregate limits. Certificates of Insurance in accordance with this paragraph shall be file with the Clerk-Treasurer of each City and with the Chair of the Commission of Fire District 12 within thirty calendar days of the effective date of this Contract. Such policies shall provide that the Entities shall receive notification from the insurer not less than ninety calendar days prior to any cancellation, expiration, or termination of the Policy.

#### OTHER PROVISIONS

Severability: Each provisions of this Contract stand independent of all other provisions. If any provisions of this Contract or the application thereof to any persons or circumstances are held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. Should any provision be added, invalid, that provision shall not invalidate the total Contract; only provisions judged invalid shall not be enforced.

Dispute Resolution and Enforcement: In the event of any dispute arising out of this Agreement, the Parties agree they shall attempt to resolve the dispute by informal discussions. In the event that such efforts are not successful, they may submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules of the American Arbitration Association: PROVIDED that, in the event either party objects to the submission of the matter to arbitration within 30 days after demand for arbitration has been filed with an appropriate agency, then the procedure shall be terminated and the matter shall be processed as the Parties deem appropriate through the Courts of the State of Washington.

In the event of resolution of a covered dispute by either arbitration or litigation, in addition to any other relief granted to the substantially prevailing party, if any, the arbitrator or court shall award that party reasonable attorneys'

fees and costs incurred in prosecuting or defending the matter, as the case may be.

Any action a law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions hereto shall be instituted only in the Courts of competent jurisdiction within Grays Harbor County, Washington.

Interpretation: Each party has had the opportunity to have this Agreement reviewed by Counsel of its choice prior to execution. Therefore, the rule of interpretation against the drafter shall not apply.

Taxes: As an independent contractor and governmental entity, the District is solely responsible for the payment of all payroll taxes (including but not limited to FICA, FUTA, federal income tax withholdings, workers compensation, and state unemployment compensation) on behalf of all persons providing services pursuant to this Contract. Further, the District shall maintain any and all business and other required licenses. The Entities reserve the right to require annual certification by the District of its compliance with the terms of this paragraph and, at a shared expense with all entities paying a portion relative to their percentage of obligation of Availability Fees, to have the compliance confirmed by a Certified Public Accountant or such other qualified professional as it may deem appropriate.

**BENEFITS**

This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

**ATTEST;**

\_\_\_\_\_  
Eric Patton, Chairman of Fire District 5

\_\_\_\_\_  
Jerry Bailey, Commissioner



Attachment "A"

PARAMEDIC/EMT

FIRE VS EMS 2007	
	PERCENT
EMS TOTAL	1285
FIRE TOTAL	166
TOTAL	1451
	88.56%
	11.44%

2007 TRANSPORTS BY AREA		
FD5	329	41.44%
FD12	63	7.93%
MCCLEARY	127	15.99%
ELMA	275	34.63%
TOTAL	794	100.00%

POPULATION	
FD5	5000
FD12	1400
MCCLEARY	1475
ELMA	3140
TOTAL	11015
	45.39%
	12.71%
	13.39%
	28.51%
	100.00%

PROJECTED 2008 DEMAND COSTS		
526.20.31	OPERATING SUPPLIES	\$26,055.00
522.10.32	FUEL	\$25,143.00
526.70.01	BILLING	\$28,942.00
526.50.00	AMBULANCE REPAIR	\$11,198.00
	<b>DEMAND COSTS TOTAL</b>	<b>\$91,338.00</b>

PROJECTED COST OF AVAILABILITY		
522.10.00/522.20.10	PROJECTED 2008 SALARIES AND WAGES	\$588,218.55
522.20.20	PERSONNEL BENEFITS	\$200,640.30
511.60.00	LEGISLATIVE WAGES/BENEFITS/INS/PROF	\$54,195.00
522.10.40	SERVICES/RENTALS/UTILITIES/COMMUNI	\$60,622.00
522.50.00	FACILITIES/LEASES/REPAIRS	\$37,009.00
526.20.04	UNIFORMS/PPE	\$4,287.00
	<b>TOTAL</b>	<b>\$944,971.85</b>
	DEMAND COSTS	\$91,338.00
	<b>TOTAL</b>	<b>\$1,036,309.85</b>
	DIVIDED BY 88.56%	\$917,756.00
	MINUS PATIENT REVENUE	-\$378,608.00
	<b>SHARED AVAILABILITY COST</b>	<b>\$539,148.00</b>

ALLOCATION BY USAGE			
	PERCENT	YEARLY	MONTHLY
FD5	41.45	\$223,476.85	\$18,623.07
FD12	7.93	\$42,754.44	\$3,562.87
MCCLEARY	15.99	\$86,209.77	\$7,184.15
ELMA	34.63	\$186,706.95	\$15,558.91
TOTAL	100	\$539,148.00	\$44,929.00

ALLOCATION BY POPULATION			
		YEARLY	MONTHLY
FD5	5000	\$244,733.55	\$20,394.46
FD12	1400	\$68,525.39	\$5,710.45
MCCLEARY	1475	\$72,196.40	\$6,016.37
ELMA	3140	\$153,692.67	\$12,807.72
TOTAL	11015	\$539,148.00	\$44,929.00

Attachment "B"

Paramedic/EMT vs Dual Paramedic

Wage and Benefit Comparison

Step 1 Firefighter Paramedic

\$3,787.00  
 \$1,006.21  
\$4,793.21

Step 1 Firefighter EMT

\$3,293.00  
 \$874.95  
\$4,167.95

2008 Monthly Salary

Employer Paid Benefits at 26.57%  
 Total

Difference \$625.26 per position

Yearly savings if replacing three PMS with 3 EMTs

**\$22,509.21**

Estimated Revenue Loss

Interfacility Transfers		
2007	2008	2009*
122	115	48
Projected Revenue **		
2007	2008	2009
\$75,699.00	\$71,484.00	\$25,517.00

2007 Stacked Calls***	
228	
68	30% cancel percentage
160	
<b>53</b>	Estimated 1/3 dropped to MA

**-\$29,708.00** \*\*\*\*Estimated lost 911 revenue  
**-\$48,074.00** Estimated lost transfer revenue  
**-\$77,782.00** Total Estimated Loss

\*Based on the district would not send the only PM out of town on an interfacility transfer leaving the area uncovered.

\*\*based on 60% of transfer requests are ALS. BLS average charge is \$886. ALS average charge is \$1136. Estimated reimbursement is 60%.

\*\*\*Stacked calls are anytime there are two, or more calls occurring at one time whether 911 or other.

\*\*\*\*Based on 54% reimbursement and an average charge of \$1038 with mileage based on half local and half out of town.

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McCleary: 100 South Third Street, McCleary, WA 98557

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#### OTHER PROVISIONS

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**Dispute Resolution and Enforcement:** In the event of any dispute arising out of this Agreement, the Parties agree they shall attempt to resolve the dispute by informal discussions. In the event that such efforts are not successful, they may submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules of the American Arbitration Association: PROVIDED that, in the event either party objects to the submission of the matter to arbitration within 30 days after demand for arbitration has been filed with an appropriate agency, then the procedure shall be terminated and the matter shall be processed as the Parties deem appropriate through the Courts of the State of Washington.

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fees and costs incurred in prosecuting or defending the matter, as the case may be.

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**BENEFITS**

This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

ATTEST;

\_\_\_\_\_  
Eric Patton, Chairman of Fire District 5

\_\_\_\_\_  
Jerry Bailey, Commissioner

\_\_\_\_\_  
Matt Howarth, Commissioner

\_\_\_\_\_  
Brian Snure, Attorney for the  
District

\_\_\_\_\_  
Dan Glenn, Attorney for the  
Entities

\_\_\_\_\_  
David Osgood, Mayor of Elma

\_\_\_\_\_  
Wally Bentley, Mayor of  
McCleary

\_\_\_\_\_  
Jerry Banks, Chairman of Fire  
District 12

**Page 10 of 10-Proposal for EMS Services**

# Attachment "A"

## DUAL PARAMEDICS

FIRE VS EMS 2007	
	PERCENT
EMS TOTAL	1285
FIRE TOTAL	166
<b>TOTAL</b>	<b>1451</b>
	88.56%
	11.44%

2007 TRANSPORTS BY AREA		
FD5	329	41.44%
FD12	63	7.93%
MCCLEARY	127	15.99%
ELMA	275	34.63%
<b>TOTAL</b>	<b>794</b>	<b>100.00%</b>

POPULATION		
FD5	5000	45.39%
FD12	1400	12.71%
MCCLEARY	1475	13.39%
ELMA	3140	28.51%
<b>TOTAL</b>	<b>11015</b>	<b>100.00%</b>

PROJECTED 2008 DEMAND COSTS	
526.20.31	OPERATING SUPPLIES
522.10.32	FUEL
526.70.01	BILLING
526.50.00	AMBULANCE REPAIR
<b>DEMAND COSTS TOTAL</b>	<b>\$91,338.00</b>

PROJECTED COST OF AVAILABILITY	
522.10.00/522.20.10	PROJECTED 2008 SALARIES AND WAGES
522.20.20	PERSONNEL BENEFITS
511.60.00	LEGISLATIVE WAGES/BENEFITS/INS/PROF
522.10.40	SERVICES/RENTALS/UTILITIES/COMMUNI
522.50.00	FACILITIES/LEASES/REPAIRS
526.20.04	UNIFORMS/PPE
<b>TOTAL</b>	<b>\$968,596.85</b>
	DEMAND COSTS
<b>TOTAL</b>	<b>\$1,059,934.85</b>
	DIVIDED BY 88.56%
	MINUS PATIENT REVENUE
	<b>SHARED AVAILABILITY COST</b>
	<b>\$477,246.30</b>

ALLOCATION BY USAGE			
	PERCENT	YEARLY	MONTHLY
FD5	41.45	\$197,818.59	\$16,484.88
FD12	7.93	\$37,845.63	\$3,153.80
MCCLEARY	15.99	\$76,311.68	\$6,359.31
ELMA	34.63	\$165,270.39	\$13,772.53
<b>TOTAL</b>	<b>100</b>	<b>\$477,246.30</b>	<b>\$39,770.53</b>

ALLOCATION BY POPULATION			
	5000	YEARLY	MONTHLY
FD5	45.39%	\$216,634.73	\$18,052.89
FD12	12.71%	\$60,657.72	\$5,054.81
MCCLEARY	13.39%	\$63,907.24	\$5,325.60
ELMA	28.51%	\$136,046.61	\$11,337.22
<b>TOTAL</b>	<b>100.00%</b>	<b>\$477,246.30</b>	<b>\$39,770.53</b>

## Busse Nutley

---

**From:** Garrett, Kaylee [KaGarrett@amr-ems.com]  
**Sent:** Thursday, October 02, 2008 12:47 PM  
**To:** Busse Nutley  
**Subject:** RFP

Busse, in regards to reducing the subsidy the following line some how was eliminated from the pricing page and I did not catch it.

**AMR is committed to looking at all potential options the contracting parties may bring forward to reduce the subsidy that will be necessary to provide this service.**

If you have any other questions please let me know,

**Kaylee Garrett**  
**American Medical Response**  
902 Center St.  
Tacoma, WA 98409  
253.396.4330  
253.272.6257 fax  
253.377.2068 cell  
**Patient Focused Customer Centered Caregiver Inspired**

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL, City of McCleary  
FROM: DANIEL O. GLENN, City Attorney  
DATE: October 6, 2008  
RE: LEGAL ACTIVITIES as of OCTOBER 8, 2008.

THIS DOCUMENT is prepared by the City Attorney for utilization by the City of McCleary and its elected officials and is subject to the attorney-client privileges to the extent not inconsistent with laws relating to public disclosure.

1. **EMS PROPOSALS:** It is my understanding you have received copies of the proposals provided by FD #5 and AMR. Also, Busse and I have separately prepared brief comparisons. If one assumes that Mark Reed Hospital does not contribute to the "availability" charge, the amounts proposed by both are higher than are being paid this year. As you will note, #5 is proposing the allocation of the charge be made upon the basis of population rather than transports, as was done last year. AMR leaves that task to the entities to resolve. However, if one enters into an assumption that the four entities would contract with AMR for provision of EMS, the cost goes down significantly for each of the entities. Obviously, the query is whether FD #5 is willing to consider such an approach. When Busse and I raised that possibility last year, the indication was in the negative.

In any event, under the terms of the contract, unless the contract is finalized by October 15 ~~or~~ the parties agree to extend that time, the contract between #5 and the other three entities ends as of December 31.

2. **CONTRACT AMENDMENT WITH MS. RUSH:** A draft has been provided which would modify the existing agreement with Chris. Since her children have certain health care coverage through a policy maintained by their father, the City and Chris entered into an agreement that provides a fiscal benefit to her in exchange for the fiscal saving the City receives from her waiver of the coverage. This draft simply modifies the amount from last year's \$1,000.00 figure to \$1,500.00, reflective of the increased

cost of the coverage. The number of sick days allowed remains as it has been in prior agreements.

3. **ALLEY VACATION HEARING:** The issues before you tonight are in two stages. The first is whether or not you wish to grant the vacation request. If the answer is in the affirmative, the second stage is under what conditions, such as reservation of easement, restriction upon use, and the monetary amount to be paid. If you wish that stage, they will need to be implemented in the form of an ordinance. I have prepared and provided a draft ordinance for that purpose.

4. **COMPREHENSIVE WATER PLAN:** Pursuant to the mandate of the State DOH, you will be having the public forum to allow comments on the draft plan. Assuming you find it appropriate to move forward with its adoption, a draft resolution has been provided. Upon adoption, it will have to be forwarded to DOH for its final review and, hopefully, approval.

5. **EMPLOYEE MANUAL ADDITION:** It is my understanding the labor consultants have raised to the City the appropriateness of including in the Manual the provisions in relation to leave for military service and the associated benefits mandated by recent legislation. Thus, a draft resolution which would formally incorporate that language into the manual has been provided.

6. **BUNKER GEAR PURCHASE:** At your last meeting, you received a request on short notice from the Fire Department to purchase protective equipment for Departmental members. The sudden appearance of the item on the agenda apparently tied to an indication from the provisioner that the equipment had to be ordered very quickly or the ability to obtain the bid price would be lost. Thus, you granted the Fire Department's request to acquire bunker gear through a bid received by the City of Tacoma.

The amount clearly exceeded the amount which triggers the bidding requirement. However, since the indication was that Tacoma had already done so, there is a legal basis upon which bidding requirements may be waived. That process is through the City's "piggy backing" upon the Tacoma bid. The process normally involves the execution of a written interlocal agreement with the public entity which complied with the bid law and then the City buying the items in question directly from the bidder. This is allowed under RCW 39.34.030(5)(b). Alternatively, bidding is waived if the purchase is through a state bid. Assuming that it is the former situation and not the latter, and since the timing of the presentation of the item did not allow utilization of the normal process, I have prepared and provided a written resolution which represents confirmation of your rationale and action. I

have also prepared a draft interlocal. However, the provisioner has indicated to Deputy Chief Nott that other entities have taken advantage of the Tacoma bid, which was received in 2005, without compliance with the process. I have requested that contact be made with the sales representative to determine upon what basis an exemption from the requirement of a written interlocal was found. I have also directed a query to the Tacoma purchasing agent involved seeking similar information.

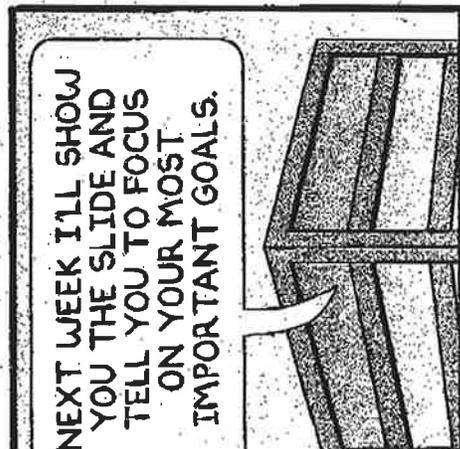
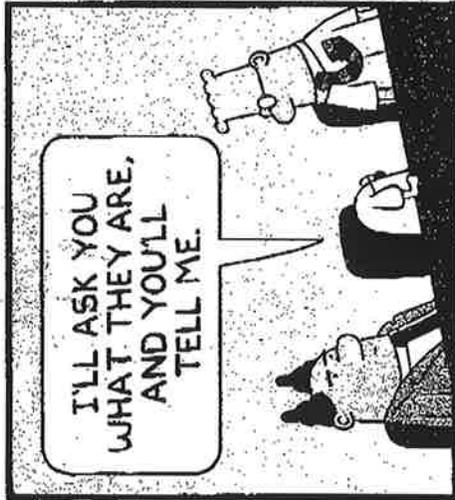
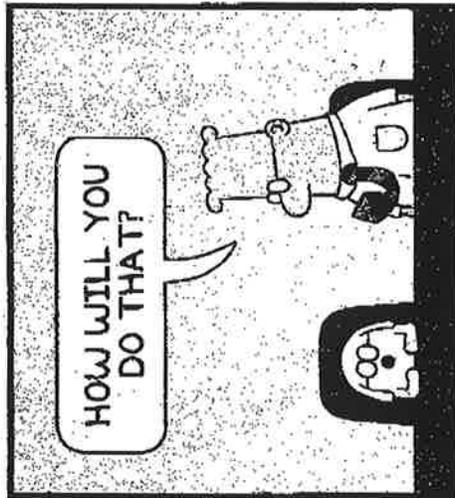
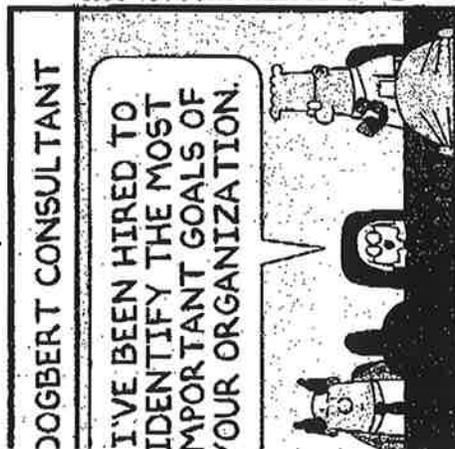
Hopefully, we will have this clarified by the time of the meeting. If not, I would recommend adoption of the resolution which lays out for a future auditor the actions taken. If it turns out that we do not need the interlocal, we will have that as our record. If the interlocal is necessary, which it was for Montesano to utilize a bid obtained by a fire district in relation to an ambulance, the Mayor will have the authority to move ahead without further delay.

7. **LEGAL RESEARCH:** I have attached the most recent *Dilbert* for such consideration as you deem appropriate.

As always, this is not meant to be all inclusive. If you have any questions or comments, please direct them to me.

DG/le

**.BERT® / by Scott Adams**



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www.dilbert.com 10-5-08

E-MAIL: SCOTTADAMS@AOL.COM

## STAFF REPORT

To: Mayor and City Council  
From: Mick Schlenker, Building Official   
Date: October 3, 2008  
Re: September Building Activity

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### Building Permit Activity

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	September		Total 2008	
	Current	Fees	YTD	Fees
Customer Service Building Permits Issued	184		2,140	
Nuisance Letters Inspections Performed	7	\$38,693.42	69	\$85,465.42
Plan Reviews	8		26	
Stop Work Issued	93		739	
City Projects	2	Inc in Permit	42	
Complaints	1		11	
Demo Permits	0		3	
Court Issues	7		52	
Fire Projects	1		4	
Cars	0		1	
Abatements	0		14	
	1		1	
Total	296	\$38,693.42		\$85,465.42

### Summit II

1. The last house (to date) has had final inspections and the building department is waiting for new permit applications.

### **Cedar Heights/Kingbuilt Homes**

1. All I have heard on this project is that Neal has submitted a new buy out price to the bank that now owns the site.
2. No new information on Neal's lot on Main Street.
3. The lot on 4<sup>th</sup> and Pine has had the final inspections and passed.

### **Beehive**

1. Nothing new to report on this project.

### **McCleary School**

1. There was a construction meeting today (Friday 10-3-08) many issues were discussed and permit fee's will be finished today. Permits will be issued on Monday 10-13-08 for construction work.

### **Rossvale Plat**

No new action at this time

### **Brookside MH Park**

No new action at this time

The building department has several small remodels and small projects they are working on, for the citizens of McCleary.

Thank you

Mick Schlenker  
Building Official  
City of McCleary  
360 495-3667 ext. 5

## STAFF REPORT

To: Mayor and City Council  
From: Todd Baum   
Date: October 2, 2008  
Re: Month of September

---

Here are the projects I've been working on for September.

- Jerry Morrisette and his associates are making progress on the TIB grant for Simpson Avenue sidewalks. We are waiting to see if Simpson and the Credit Union will be granting the City with temporary construction easements.
- Gray and Osborne have given us options for the YAF (Youth Athletic Facilities) grant. We have been working with MRSC and the Auditors office to help us stay in compliance while we are completing this grant.
- Mick and I met with Kevin Farrell who is a Floodplain Management Specialist with the Department of Ecology. Mr. Farrell is helping the city with updating its current codes, maps and ordinances that deal with Floodplains.
- I have been working with Dave Walczyk, who is a contractor for Frank Dreyer, on a SEPA review. Mr. Dreyer's owns property on Mommsen Road along the eastern edge of city limits. Mr. Dreyer wants to log a portion of his property along a creek buffer. There are many interesting issues that are coming up that are making this an unusual type of SEPA review. I have been in contact with many State Agencies and hopefully will have these issues resolved.
- The signs for city facilities should be here at any time.
- Andy Mesojednik is having House Brothers installing the water and sewer main extensions to his property at 61 HWY 108.
- I have been working on budget items with Busse.
- The resident on E. Oak Street that paved on our ROW has turned in the proper paperwork to get the issue resolved. The engineers are reviewing the application that was turned in and will have a decision soon.
- I'm still working on a new Right of Way form. Our current form, in my opinion, is lacking in information that we need to make the correct charges, comments, and filing.
- The new form called a Citizen Action Request has been in use. It has been working well so far. It helps the city to track the projects and make sure they are done in a timely manner.
- Nick Bird and I gave a presentation on September 30<sup>th</sup>. The presentation was given to 12 review panelist for the NOVA grant. The presentation was about the city and how we fit into the NOVA guidelines for their non-motorized grant category. The presentation went well and we brought up many interesting and challenging issues for the board to consider.
- Neil King's swale for his 4<sup>th</sup> street house has passed inspection. The swale has been seeded and will be a great improvement for the treatment of storm water on 4<sup>th</sup> street.

- The WSDOT will be in town to sweep one last time this year. They haven't given a specific date but it will be in October.

If you have any questions, don't be afraid to ask. If you see something that needs attention or have any ideas that you would like me to pursue, my door is always open, so please come and talk to me.

**McCLEARY POLICE DEPARTMENT  
REPORT TO COUNCIL MEMBERS**

Reporting Date: 10-08-2008 Wednesday

Date of Last Report: 09-10-2008

The below is a list of activities and complaints occurring which were either reported to, generated by, responded to or assisted with by the McCleary Police Department.

**SUMMARY OF INCIDENTS**

**2177 Incidents (As of 1055 hours Friday 10-03-2008)**

37 Traffic Stops, 3- Subject Stops-

7 Speed Infractions-\$1248 2 -DWLS-court-, 2-Insurance Violation-\$.

20 total infractions and citations(Total Bail / Fine: \$)( mandatory courts)

**VIOLATIONS REPORTED OR INVESTIGATED**

Abuse, Adult or Child	Civil Complaint(s)
Ambulance/9-Fire Response Broadcast	Sex Offense (Adult or Child)
Agency Assist Police	Court Order Service/ Violation)
Harassment	Subject Stop / Pedestrian Stop-
Aid Call	Citizen Assist
Hit & Run	Prowler
Juvi Problem /Found Child/Runaway	Defrauding Public Utility
Alarm(s)	Suspicious= , Vehicle, Circumstances.
Liquor Violation (MIP-minor in possession)	Death Report
Animal Complaint(1 dog bite)	Theft Complaint(s)
Malicious Mischief	DUI
Arrest(s) (Booked)	Threat Complaint(s)
Missing Person/Runaway Report	Disorderly Conduct/person
Arrest(s) (Warrant)	Trespassing Complaint
Man Down-intoxicated sub	Domestic Violence
Motorist assist	Traffic Hazard=/ Reckless / Offence
Arson Report	Unknown Problem
Noise Complaint	HAZMAT
Arrest Juvenile	Verbal Argument/Dispute
Open Window/ -Door	Dog Impounds
Attempted Suicide	DRUGS-VUCSA (Violation Uniform Controlled
Parking Violation/Complaints	Substance Act)
Assault Complaint(s)	Vehicle theft / Prowl / Recovered Stolen.
Possession of Drug Paraphernalia	Fight
Burning Violation(s)	Vehicle = Accident / Disabled- / Abandon
Possession of Stolen Property	Firearm/Weapons complaint
<u>Burglary Complaint(s)</u>	Warrant Service/Transfer
Police Information	Fraud complaint
Controlled Substance Violation(s)	Welfare Check
Public Works Assist (McCleary City)	Found- / Lost Property-
Custody Dispute(s)	911 Hang Up/Open Line
Referral	
Fire Response	

**Discussion:** Open

We are working with only 3 officers on staff. Officer Jason Bodine has resigned and is now employed with DNR as of September 15. We will advertise shortly to fill the 4<sup>th</sup> position.

For now, Grays Harbor Dispatch will monitor our after hour Hit Confirmation terminal and notify the officer on call of a requested confirmation. This will be done between 1600 to 0800 and all day on weekends for a trial period.

Council Members Present: ALL? Mr. Vessey, Mr. Vatne, Ms. Lake, Mr. Hays, Mr. Boling  
Mayor Bentley: Present / Not Present  
Officer Reporting : Chief Crumb

*YMC*  
100308/1124

# STAFF REPORT

To: Council and Mayor  
 From: John Allardin, Maintenance Crew Foreman   
 Date: October 02, 2008  
 RE: September Status Report

TASK	DESCRIPTION	MONTH		YEAR TO DATE	
		NO.	HOURS	NO.	HOURS
Building maintenance	Park, transit station restrooms, city compound, library, float shed & museum.		67		608
Meetings and appointments	Safety meeting, interviews, public works meetings, outside agencies and contractors.		21.5		175.5
Training	3 day review class and nims courses.	2	30	4	155
Water leaks	water leaks	2	40	14	149.5
Water complaints	Dirty, smelly or low water pressure.			7	6
Garbage collection	Down town, park, cemetery, city compound and city park trash cans.		4		106
Grounds maintenance	Gardening, hanging baskets, mowing, raking, baseball field maintenance and pressure washing		122		822.5
Motor pool maintenance	Motor pool maintenance in house and contract work	5	5	10	1113
Pot hole program	Did some road shoulder and alley repair.	5	2	140	37.5
Utilities locates	Locating underground utilities	6	3	35.5	24
Meter reading	Three people task includes meter reading, shut off list and re-reads		48		439
Flagging traffic	Flagging for Light and Power crew	1	4	3	14
Citizen requests	Forms generated by requests from citizens	1	21	24	55
Valve exercising program	Checking for valve operation, location, and maintaining proper valve operation	13	20	33	61
Sanding streets and street sweeping	sweeping streets			2	7
Hydrant flushing program	Maintenance, flushing and exercising hydrants			21	56

## STAFF REPORT

To: Mayor and City Council  
From: Jennie Reed, Court Administrator *JAR*  
Date: October 3, 2008  
Re: September Report

---

	Court Filings		Court Fines Paid	
	September	YTD	September	YTD
Traffic Infractions	10	146	\$2,016.97	\$23,281.88
Non Traffic Infractions	1	3	\$21.00	\$46.00
Criminal Traffic	5	64	\$381.00	\$7,390.16
Criminal Non Traffic	4	39	\$213.73	\$4,368.46
Collection Fees Collected				\$147.01
<b>TOTAL ISSUED</b>	<b>20</b>	<b>252</b>	<b>\$2,632.67</b>	<b>\$35,233.51</b>

## STAFF REPORT

To: City Council  
From: Busse Nutley, City Administrator  
Date: October 6, 2008  
Re: Alley Vacation (Arndt)

---

Gregg and Shannon Arndt, who live on Beck Street, have petitioned the City to vacate the alley that technically exists, and that divides their property. They actually own four lots, with the alley running east-west. In 1967 the City vacated the alley adjoining their property.

The City may ask for payment, and may require an easement for utility purposes.

The staff has calculated the value of the alley at \$3,144.00. This is based on the average square footage of the adjacent lots and their 2006 assessed value.

### **Requested Action:**

Request the Arndt's pay \$3,144.00 to the City for the alley, and adopt the Ordinance.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE VACATION OF A  
CERTAIN RIGHT-OF-WAY AND ESTABLISHING TERMS  
AND CONDITIONS THEREON.

R E C I T A L S :

1. A Petition to vacate has been filed by Gregg and Shannon Arndt, husband and wife, to vacate a certain parcel of land being the unopened alley abutting on Lots 2, 3, 12, & 13 of Block 35 of the Second Addition to the City of McCleary, as filed in the records of the Auditor of the County of Grays Harbor, State of Washington.

2. All necessary hearings have been had; all necessary notices and environmental evaluations carried forth; and the Council is now fully informed in the premises;

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY:

SECTION I: That certain Petition for Vacation referenced above shall be and is hereby granted, subject to full compliance with the terms and conditions specified herein.

SECTION II: Terms and Conditions:

A. Payment to the City of the sum equal to one-half of the amount determined by multiplying the number of square feet in

the vacated parcel by the per square foot assessed valuation of the adjoining lots.

B. Reservation by the City of and the property being vacated being subject to an easement for utilization by the City or its assignees for the installation, maintenance, repair, replacement, and operation of utility service over, under, and across the vacated property, including by way of representation and not by of limitation, water lines, storm sewer lines, sanitary sewer lines, and power lines: PROVIDED that, in the utilization of such an easement, the City or its assignees shall only have such responsibility as to restore the surface of the vacated property to its condition as it currently exists.

C. No permanent structures or improvements being placed upon the vacated right-of-way without the prior consent of the City.

D. Only such landscaping being placed upon the vacated right-of-way as may be easily removed by the Petitioners upon the request of the City; it being specifically agreed that trees, shrubs, and similar types of vegetation are not to be planted without the prior written consent of the City.

E. The Petitioners specifically agreeing:

(1) To be responsible to reimburse the City or its assignees for any additional costs they may subsequently incur in utilizing the utility easement reserved as to the portion of the vacated parcel and the granted portion of said lots as a result

of Petitioner's breach of the terms of this Ordinance. Upon determination of such additional costs by the City Engineer, the Petitioners shall be provided a statement of such costs and a reasonable explanation thereof and shall reimburse the designated entity for such costs.

(2) To transfer the property vacated to the City upon repayment of the sum paid pursuant to Section II(A) if at any time in the future the City requires the property for right-of-way or utility installation or operation.

SECTION III: The vacation authorized under the terms of this Ordinance shall not take effect until the occurrence of the following events:

- A. Payment of the monies required by Section II.
- B. The written acceptance by the applicant of the terms and conditions specified within this Ordinance and the granting of the easement required herein.

If these events have not occurred within one year from the date of the adoption of this Ordinance, then this Ordinance shall become null and void.

PASSED THIS \_\_\_\_\_ day of OCTOBER, 2008, by the City Council of the City of McCleary, and signed in approval therewith this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF McCLEARY:

\_\_\_\_\_  
WALLACE BENTLEY, Mayor

ATTEST:

\_\_\_\_\_  
DONNIE ROSTEDT, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
DANIEL O. GLENN, City Attorney

STATE OF WASHINGTON     )  
                                      : ss.  
GRAYS HARBOR COUNTY    )

I, DONNIE ROSTEDT, being the duly appointed Clerk-Treasurer of the City of McCleary, do certify that I caused to have published in a newspaper of general circulation in the City of McCleary Ordinance/Resolution No. \_\_\_\_\_ and that said publication was done in the manner required by law. I further certify that a true and correct copy of Ordinance/Resolution No. \_\_\_\_\_, as it was published, is on file in the appropriate records of the City of McCleary.

\_\_\_\_\_  
DONNIE ROSTEDT

SIGNED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by DONNIE ROSTEDT.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE  
OF WASHINGTON, Residing at:  
My appointment expires:

## STAFF REPORT

To: City Council  
From: Busse Nutley, City Administrator  
Date: October 6, 2008  
Re: Bid Award – Patch Paving

---

As you have no doubt noticed, there are a number of streets that have been torn up for utility work and are still awaiting an asphalt patch. We are unable to patch them ourselves because our dump truck is too small capacity and our roller is not the correct type to compact asphalt. We now have accumulated enough of these small jobs to be able to have a contractor come in and fix them all.

House Brothers	\$7,250.00, add WA State sales tax
Higrade	\$7,459.70, includes WA State sales tax
Road Runner Asphalt	\$7,300.00, add WA State sales tax
Lakeside Industries	\$7,000.00, includes WA State sales tax

### **Requested Action:**

Award bid for 25.32 tons of asphalt, installed, to Lakeside Industries in the amount of \$7,000.00 that includes WA state sales tax.

## STAFF REPORT

To: City Council  
From: Busse Nutley, City Administrator   
Date: October 6, 2008  
Re: Water System Plan - Adoption

---

The City has been working on updating our Water System Plan since 2005. After changing engineering firms and running into all sorts of problems and delays, the Plan has finally been completed, except for Council approval.

This is the official document that the City will be using to make decisions about water system issues and improvements during the next six years. In general, there are recommendations to expand the system to accommodate anticipated growth, and to improve the functioning of the City's wells.

A public forum about the Plan will be conducted at 6:45 pm on Wednesday, October 8, prior to the Council meeting. If questions and concerns raised at that time can be satisfactorily addressed, adoption should be considered at the Council meeting.

### **Requested Action:**

Adopt the Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ADOPTING A COMPREHENSIVE WATER PLAN.

R E C I T A L S:

1. The City maintains within its governmental operations a water distribution system.

2. Pursuant to the mandates of the Department of Health of the State of Washington, the City has undertaken the development and preparation of an update to its Comprehensive Water Plan relating to that system of collection and distribution. This update includes the required elements in relation to water use efficiency mandated under the provisions of law.

3. Pursuant to the applicable provisions of law, an Environmental Checklist was prepared and submitted by the responsible official. The same was reviewed by and a Declaration of Non-significance issued. That Declaration was issued on June 16, 2008, and notice thereof published on July 24, 2008. More than the allowed days have elapsed since that time without appeal or comment.

4. All mandatory requirements in relation to providing public notice of and the allowance of public input and comment prior to the adoption of the Plan have been fulfilled.

RESOLUTION - 1  
9/19/2008  
DG/le

CITY OF McCLEARY  
100 SOUTH 3RD STREET  
McCLEARY, WASHINGTON 98557

5. The City has received an indication from the Department of Health that the Plan requires the approval of the Council prior to its submission to the Department for final approval.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR SIGNING IN AUTHENTICATION THEREOF:

SECTION I: That certain Comprehensive Water Plan dated September 2008, prepared by the City, with the assistance of the engineering firm of Parametrix, Inc., a copy of which is on file with the Office of the Clerk-treasurer, shall be and is hereby adopted as the official Comprehensive Water Plan of the City of McCleary.

SECTION II: The City Administrator shall undertake such notification of affected agencies, including submission to the State Department of Health, of the adoption of this Plan as may be required by law.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008, by the City Council of the City of McCleary, and signed in authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF McCLEARY:

\_\_\_\_\_  
WALLACE BENTLEY, Mayor

## **STAFF REPORT**

To: City Council  
From: Busse Nutley, City Administrator   
Date: October 6, 2008  
Re: Military Leave – amendment to personnel policies

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Just after the last Council meeting when the updated Employee Handbook was adopted, I received notice from our personnel consultant that the state has adopted a new benefit for employees to take military leave.

The new law provides the right for families to spend time together after being notified of impending deployment during a period of military conflict.

### **Requested Action:**

Adopt the Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ADOPTING BY REFERENCE AN  
ADDITIONAL POLICY FOR INCLUSION IN THE  
CITY'S EMPLOYEE HANDBOOK, AND PROVIDING AN  
EFFECTIVE DATE.**

**R E C I T A L S:**

1. At its last meeting, the City adopted a document entitled "Employee Handbook" setting forth policies and guidelines which are applicable to its employees.

2. Since that time, the applicability of Chapter 71, Laws of 2008, codified as RCW 49.77 and relating to the matter of military leave policies relating to employees has been brought to the City's attention.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR SIGNING IN AUTHENTICATION THEREOF:

SECTION I: There shall be added to that certain document setting forth policies governing the employment relationship between the City and its affected employees dated September, 2008, entitled "Employee Handbook," a full copy of

which has been initialed and dated by the Mayor and Clerk-treasurer and which is on file in the Office of the Clerk-treasurer, a new section which shall be enumerated 4.20, is hereby adopted. A copy of that section is attached to this resolution and incorporated by this reference.

SECTION II: The provisions of the amendment shall be applicable as of the first date required by law.

PASSED THIS \_\_\_\_\_ DAY OF OCTOBER, 2008, by the City Council of the City of McCleary, and signed in authentication thereof this \_\_\_\_\_ day of October, 2008.

CITY OF McCLEARY:

\_\_\_\_\_  
WALLACE BENTLEY, Mayor

ATTEST:

\_\_\_\_\_  
DONNIE ROSTEDT, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
DANIEL O. GLENN, City Attorney

Attachment #1

Section 4.20 Military Leave (State)

The state Military Family Leave Act (RCW 49.77) grants the families of military personnel serving in military conflicts the right to spend time together after being notified of an impending deployment. It also provides that family military leave shall be granted during a military member's leave from deployment.

As existing as of October, 2008, the Act provides as follows.

1. During a period of military conflict, the spouse of a member of the armed forces of the United States, National Guard, or reserves, who has been notified of an impending call or order to active duty, or who has already been deployed, is entitled to a total of fifteen (15) days of unpaid leave per deployment. The military spouse must have documented notification of the call or order to active duty and must be prepared to provide such documentation to his/her employer. If the military spouse wishes to utilize a portion of the Family Military Leave for such time as when the military member is on leave from deployment, he/she must also provide acceptable documentation of the military members leave.

2. A period of military conflict" means a period of war declared by the United States Congress, by executive order

of the President, or in which a member of a reserve component of the armed forces is ordered to active duty.

3. An employee who takes leave under this provision is entitled to return his/her previous position of employment and to continue benefits pursuant to the provisions of RCW 49.78.290.

4. The statute provides that, if an employee intends to take Military Family Leave, he/she must provide the employer with proper notice within five (5) business days of receiving official notice of an impending call or order to active duty or of a leave from deployment.

5. If an employee has accrued leave balances available, upon request of the employee, such accrued leave balance(s) shall be substituted for unpaid leave for any part or all of the leave time requested and all benefits shall continue to accrue as they would for any other paid leave event.

## **STAFF REPORT**

To: City Council  
From: Busse Nutley, City Administrator  
Date: October 6, 2008  
Re: Ratify Sole Source Contract – Bunker Gear

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Please see City Attorney Dan Glenn's report.

### **Requested Action:**

Adopt the Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION RATIFYING THE SOLE SOURCE ACQUISITION OF CERTAIN EMERGENCY EQUIPMENT, MAKING FINDINGS IN RELATION THERETO, AND AUTHORIZING THE EXECUTION OF NECESSARY AGREEMENTS IN RELATION THERETO.

R E C I T A L S:

1. The City maintains a fire department within the course of its operation. This service includes the necessity of responding to situations in which it is necessary for staff members to enter into locations in which the atmosphere is of such a nature as to make it dangerous for the staff members. However, entrance is necessary in order to carry forth the fire suppression activities and to insure that no humans are at risk within the fire scene.

2. The Assistant Fire Chief and members of the Department have undertaken a review of the desired characteristics of the protective clothing, commonly referred to as "bunker gear", as well as the items available upon the market. Additionally, to consider the comparable cost analysis as related to the features. They have then matched those characteristics against the units upon the market. The Assistant Chief has

informed City Management that the City of Tacoma, through a competitive bidding process, has undertaken the purchase of the desired type of equipment.

3. Within the course of its prior activities, at its meeting of September 24, 2008, the City Council and Mayor received that information and a request from the Management of the Department that it move forward in the acquisition of protective equipment to make it more safe for members of the Department to enter into emergency response situations.

4. At that same meeting, the Mayor and Council received from the City Administrator a recommendation that it undertake a sole source acquisition process for the purchase of the protective units more fully detailed within a report to the Council, a copy of which has been attached as an exhibit to the minutes of the meeting of the Council, in cooperation with the City of Tacoma.

5. It has been and continues to be the desire and intention of the Mayor and Council to utilize the public bidding process to enhance the value received by the citizens. However, under the circumstances of this particular matter, it is recognized as being appropriate to utilize the authority granted by RCW 39.34.030(5)(b) to undertake the acquisition through the City of Tacoma's bid.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR SIGNING IN AUTHENTICATION THEREOF:

SECTION I: Those recommendations and factual statements made by the City Administrator and the Assistant Chief of the Fire Department, as set forth above, and as contained within their oral and written reports to the Council and Mayor, shall be and are hereby adopted as Findings of Fact.

SECTION II: The authorization granted by oral motion of the Council at its September 24, 2008, meeting that the City, by and through the Mayor, be authorized to undertake such steps and execute such agreements as were necessary to provide to the City the units of bunker gear as described within the referenced report is hereby ratified, it being found that there was no comparable unit which would more closely fulfill the conditions referenced above and that such cooperative purchase was in the best interests fo the City.

SECTION III: The City Administrator shall keep a written record of this process and maintain the same in the records of the City so that it may be available for review by appropriate individuals, including the governmental entities auditing the process.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008, by the City Council of the City of McCleary, and signed in

## INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the CITY OF TACOMA, a political subdivision of the State of Washington, and the CITY OF MCCLEARY, a political subdivision under the laws 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 provided for interlocal cooperation between governmental agencies; and

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

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest; –

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.
2. **ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this agreement.
3. **SCOPE:** This agreement shall allow the following activities:
  - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
  - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.
4. **DURATION AGREEMENT - TERMINATION:** This agreement shall remain in force until canceled by either party in writing.
5. **RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED:** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

6. **COMPLIANCE WITH LEGAL REQUIREMENT:** Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

7. **FINANCING:** The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

8. **FILING:** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

9. **INTERLOCAL COOPERATION DISCLOSURE:** Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods 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.

10. **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.

11. **HOLD-HARMLESS:** Each government party purchasing using a contract let by another government party shall be solely responsible for negligent or wrongful acts arising out of or related to its use of the contract, and shall defend and indemnify the party which awarded the original contract from any claim, cost or expense, including reasonable attorney's fees, arising therefrom, except that the party which awarded the original contract shall defend, indemnify and hold harmless other government parties using the contract from any claim, cost or expense, including attorney's fees, caused by or related to the originally awarding party's erroneous representation to the using party that the original award of the contract complied with the requirements of RCW 39.34.030(5)(b) as now or hereafter amended.

12. **SEVERABILITY:** Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

APPROVED: CITY OF MCCLEARY

APPROVED: CITY OF TACOMA:

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
City Manager Date

\_\_\_\_\_  
Signature Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Assistant City Attorney Date

\_\_\_\_\_  
Signature (if needed) Date

\_\_\_\_\_  
Director of Finance Date

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
City Clerk Date

Tacoma City Council Resolution No. \_\_\_\_\_