



McCleary City Council

AGENDA

October 28, 2015

- **Flag Salute**
- **Roll Call**
- **Public Hearings**
 - Revenue Sources
 - Preliminary Budget
 - Property Tax Levy

- **Public Comment**
 - Dru Garson – Greater Grays Harbor Inc. Presentation
- **Executive Session**
- **Minutes:**
 - Approval of September 23, 2015 (Tab A)
 - Approval of October 14, 2015 (Tab B)
- **Mayor’s Comments:**
 - Council Appointment
- **Staff Reports:**
 - Dan Glenn, City Attorney (Tab C)
 - Todd Baun Staff Report (Tab D)
 - Staff Reports (Tab E)
- **Old Business:**
 - IBEW Contract (Tab F)
 - IBEW Building Official MOU (Tab G)
- **New Business:**
 - Greater Grays Harbor Service Contract (Tab H)
 - Jail Services Contract with Chehalis Tribe (Tab I)
 - FD 5 Interlocal Agreement (Tab J)
 - Itron Contract Extension (Tab K)
 - Department of Ecology Amendment No. 1 (Tab L)
 - Harbor Machine & Fabricating Settlement (Tab M)

- **Ordinances:**
 - Property Tax Levy (Tab N)

- **Resolutions:**
 - Jeff Catterlin Appreciation (Tab O)

- **Approval of 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
Regular City Council Meeting
Wednesday, September 23, 2015

ROLL CALL AND FLAG SALUTE	Councilmember's Reed, Ator, Schiller, Catterlin and Peterson were in attendance.
ABSENT	Mayor Dent was absent from the meeting. Mayor Pro Tem Brent Schiller chaired the meeting.
STAFF PRESENT	Present at the meeting were Todd Baun, Wendy Collins, George Crumb, and Chris Coker was present in Dan Glenn's absence.
PUBLIC HEARING	None.
PUBLIC COMMENT	None.
EXECUTIVE SESSION	None.
MINUTES APPROVED	It was moved by Councilmember Ator, seconded by Councilmember Reed to approve the minutes from September 9, 2015. Motion Carried 4-0.
CITY ATTORNEY REPORT	Dan Glenn provided a written report for the Council and Chris Coker is available, if they have any questions.
MAYOR'S COMMENTS	None.
DIRECTOR OF PUBLIC WORKS REPORT	<p>Todd Baun provided a written report for the Council and is available, if they have any questions.</p> <p>Todd Baun provided pictures of options for the entrance sign to McCleary for the Council and public to review.</p> <p>Todd gave the Council a packet with two companies information that provide building official services on a contractual basis. The Council asked Todd to try to pursue more companies so they have more options to choose from.</p>
IBEW DISCUSSION	Tabled.
CCAP VENDOR AGREEMENT	Coastal Community Action Program is a low-income home heating assistance program that helps residents during financial difficulties. They require a vendor agreement with the City, which does not involve any cost. It was moved by Councilmember Peterson, seconded by Councilmember Reed to authorize the Mayor to sign the agreement with Coastal Community Action Program (CCAP). Motion Carried 4-0.
TIB LED LIGHTING AWARD	The City has been selected for the Relight Washington Program, which aims to reduce our streetlight operating costs while saving energy and renewing dated infrastructure. The City will benefit from lower rates after installation. The project will convert existing street lights to energy efficient LED street lights. It was moved by Councilmember Ator, seconded by Councilmember Peterson to authorize the Mayor to sign the Relight Washington Grant Agreement. Motion Carried 4-0.
RESOLUTION 680, SOUL SOURCE WATER METERS	During the 2014 audit, the auditor recommended the City have a soul source resolution in place for the water meters, which are purchased through Ferguson Industries. Dan Glenn agreed and provided the resolution for Council's review. It was moved by Councilmember Catterlin, seconded by Councilmember Reed to adopt Resolution 680 in relation to awarding of a contract; confirming the utilizing of sole source methodology for the acquisition of certain equipment, and making findings. Resolution Adopted 4-0.
PUBLIC COMMENT	Jack Kohler commented on the traffic from the grocery store to the cemetery. He said there are speeding trucks in both directions making it unsafe. He also stated he does not agree with getting rid of the police department. He said the sheriff's department is short-handed and the response time will be long.

APPROVAL OF VOUCHERS

Accounts Payable vouchers/checks approved were 40047 - 40110 including EFT's in the amount of \$143,414.67.

It was moved by Councilmember Ator, seconded by Councilmember Peterson to approve the vouchers. Motion Carried 4-0.

EXECUTIVE SESSION

None.

MEETING ADJOURNED

It was moved by Councilmember Ator, seconded by Councilmember Peterson to adjourn the meeting at 7:16 pm. The next meeting will be Wednesday, October 14, 2015 at 7:00 pm. Motion Carried 4-0.

Mayor Gary Dent:

Clerk-Treasurer Wendy Collins:

CITY OF MCCLEARY
Regular City Council Meeting
Wednesday, October 14, 2015

ROLL CALL AND FLAG SALUTE	Councilmember's Reed, Ator, Schiller, and Peterson were in attendance.
ABSENT	None.
STAFF PRESENT	Present at the meeting were Todd Baun, Wendy Collins, George Crumb, Paul Nott and Dan Glenn.
PUBLIC HEARING	Recessed until the next meeting.
PUBLIC COMMENT	None.
EXECUTIVE SESSION	None.
MINUTES APPROVED	None.
CITY ATTORNEY REPORT	Dan Glenn provided a written report for the Council and is available, if they have any questions.
MAYOR'S COMMENTS	None.
DIRECTOR OF PUBLIC WORKS REPORT	Todd Baun provided a written report for the Council and is available, if they have any questions.
PUBLIC COMMENT	Councilmember Schiller asked for a moment of silence in remembrance for Councilmember Jeff Catterlin.
APPROVAL OF VOUCHERS	None.
EXECUTIVE SESSION	None.
MEETING ADJOURNED	It was moved by Councilmember Ator, seconded by Councilmember Schiller to adjourn the meeting at 7:01 pm to honor the Catterlin family after the death of Councilman Catterlin earlier today. The next meeting will be Wednesday, October 28, 2015 at 7:00 pm. Motion Carried 4-0.

Mayor Gary Dent: _____

Clerk-Treasurer Wendy Collins: _____

MEMORANDUM

TO: MAYOR AND CITY COUNCIL, City of McCleary
FROM: DANIEL O. GLENN, City Attorney
DATE: October 23, 2015
RE: LEGAL ACTIVITIES as of OCTOBER 28, 2015

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. **CHEHALIS TRIBE CORRECTIONAL SERVICES CONTRACT**

STATUS: The status remains on hold. Since receiving the call from their counsel that the Tribe had decided it was necessary to undertake a review of the costs for providing the services, I have received no further information. If the Mayor and Council have no objection, I am going to contact their counsel in terms of developing an interim agreement which could be terminated by either party upon a short notice period.

2. **JEFF CATTERLIN:** Obviously, we were all surprised two weeks ago to receive the information that Jeff had passed away. While we all recognized the potentiality of this outcome as a result of his illness, I do not believe that many of us thought such an end would come so soon.

I have prepared a draft resolution in relation to Jeff and his passing for your review and consideration

3. **TELECOMMUNICATION FRANCHISES:** Paul Nott, in his capacity of head lineman, and I have been contacted by two companies expressing interest in obtaining authorization to use the City right of way as well as certain of the poles

maintained by Light and Power. The intention appears to be to develop the capability to provide certain services. For instance, one appears to be in the broadband business and a second in cellular service provision.

As this stage I have provided for review by Staff a draft agreement under which such utilization could be commenced. Since Elma recently went through the same process, I would ask that the Council authorize Mr. Baun, in his capacity of DPW, and myself to discuss with these companies the granting of franchises to operate within the City.

I would note that I am also working on a third "phase", that being an ordinance which would update this area in our Code. I have searched through how other cities handle the area and am seeking to develop something for review which is less lengthy than a novel. This will involve revisiting such matters as the agreement under which the telephone company currently utilizes the City's poles, an agreement which even predates my commencement of service.

4. **HARBOR MACHINE LITIGATION**: Following the tentative authorization provided to me, I discussed with Mr. Kupka the offer to resolve the matter. I have received confirmation that the offer has been accepted. Thus, I would ask that the Council authorize both that the Mayor may sign the mutual release document and that the payment be authorized conditioned upon execution of the Release and the Order of Dismissal.

This will bring to a close a dispute which if it were to continue would not be beneficial to either party. A copy of the Release will be provided to you by Ms. Collins for your review.

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

DG/le

STAFF REPORT

To: Mayor Dent
From: Todd Baun, Director of Public Works
Date: October 9th, 2015
Re: Current Non-Agenda Activity

2016 Budget

We are still working on Expenditures for the 2016 Budget.

Building Official Discussions

I have another interested party in the Building Official duties. I will be getting a proposal from them this week and hopefully have something to you at the Council Meeting.

STAFF REPORT

To: Mayor Dent
From: Paul Nott, Light & Power
Date: October 9, 2015
Re: September Report



	Monthly Statistics;	YTD Totals;
New Services;	0	2
System Outages;	1	5
Pole Replacements;	2	31
Maintenance Work Orders;	3	45
Billable Work Orders;	3	8

Since our last report, we have continued to work on the cut over. Along with that, we have had one outage, some work for GHPUD correcting clearance issues for the fiber they will be installing on our poles, preliminary installation of conduit, vaults and a couple pole replacements for a new housing development on the Elma Hicklin and constructing a new underground primary line extension to the reservoir.

The project up at the reservoir is a joint trench project with GHPUD to improve our primary service to the reservoir and also to provide fiber to the cell tower.

We are still in the process of preparing the south east section of town for cut over to the new substation.

As always if you have any questions feel free to contact us...

In case of a power outage, please contact:

Light and Power Department 360-495-4533
City Hall 360-495-3667
Dispatch Non-Emergency 360-533-8765

Staff Report for McCleary Police Department

To: Mayor Dent
From: George M. Crumb, Chief of Police
Date: Thursday, October 08, 2015
RE: For October 14, 2015 Council Meeting

SUMMARY OF POLICE INCIDENTS / ACTIVITIES:

The below listed information are calls or contacts received by McCleary Police Officers either generated by Grays Harbor County dispatch 911 service, citizen reports, call in reports, citizen contacts, US mail, or other officer generated incidents.

1694 Incident histories reported of time of this report, 100915/1058 (213 since last report)

- | | |
|--|---|
| 01-Assault(s) | 00-Noise Complaints |
| 11-Agency Assist(s) | 00-No Valid Operator's License (NVOL) |
| 00-Alcohol Offense | 00-Police Information-, Protection Order Scv- |
| 00-Audible Alarm | 00-Public Works Assist |
| 00-Abandon Vehicle | 01-Parking Complaint |
| 00-Animal Complaint () | 10-Police Referral/RSO-03 |
| 00-Burglary | 12-Speeding Stops |
| 00-Curfew Violation | 04-Speed in School Zone |
| 00-Citizen Dispute | 03-Suspicious Person-/Vehicle-/Circumst- |
| 00-Civil | 01-Subject Stop |
| 00-Court Order Violation | 00-Sex Offense-0/Sex Offen Add Confirmation- |
| 06-Citizen Assist | 00-Suicide-0/Suicide Attempt- |
| 00-DUI | 02-Traffic Offense-/Reckless-/Hazard- |
| 01-Disorderly Conduct/Verbal/1-Threats | 03-Theft Reports/Vehicle-(Shop lifter-) |
| 00-Drug Incidents (VUCSA) | 01-Traffic Accident |
| 01-Death Report(s) | 12-Traffic Stop |
| 00-Domestic Violence/Verbal/Mal Mis. | 00-Trespass |
| 01-Extra Patrol Request | 00-Vehicle Prowl-0/Prowler-0 |
| 00-Fire Responses | |
| | 01 -Warrant Service/Confirmation |
| 02-Found/Lost Property Report(s) | 00 -Warrant Search |
| 01-Fraud--Firearm- Compl- | 01 -X-Patrol request |
| 00-Fight | 00-Warrant Arrest |
| 00-Harassment- | 01-Welfare Check |
| 07-Medical | 01 -Weapons Offense |
| 01-Juvenile Problem/Run-a-way | 03-911 Open Line or Hang Up |
| 02-Motorist Assist | 00-No classification-, or Unknown Problem- |
| 00-Malicious Mischief | 00-Wire Down |
| 01-Missing Person-/Found- | |

Discussion: Open.

(Unit histories available to 1571, approx. 91 logged)

Council Members Present: ALL.... Resigned-Position 1 Open, Mr. Reed-Position 2,
Mr. Peterson-Position 3, Mr. Schiller-Position 4,
Mrs. Ator-Position 5.

Mayor Dent: Present / Not Present _____

Officer Reporting: Chief Crumb _____

AGREEMENT

BY AND BETWEEN

CITY OF McCLEARY, WASHINGTON

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 77
REPRESENTING THE ELECTRICAL WORKERS**

JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

TABLE OF CONTENTS

ARTICLE 1	INTRODUCTION/RECOGNITION	3
ARTICLE 2	DUES DEDUCTIONS	3
ARTICLE 3	MANAGEMENT RIGHTS	3
ARTICLE 4	UNION RIGHTS.....	4
ARTICLE 5	EMPLOYEES DEFINED.....	4
ARTICLE 6	EMPLOYEE RIGHTS.....	5
ARTICLE 7	EMPLOYEE RESPONSIBILITIES.....	6
ARTICLE 8	EMPLOYEE COMPENSATION.....	6
ARTICLE 9	HEALTH AND WELFARE	9
ARTICLE 10	SICK LEAVE	10
ARTICLE 11	EMPLOYEE VACATIONS AND HOLIDAYS.....	11
ARTICLE 12	EMPLOYEE DISCIPLINE.....	12
ARTICLE 13	PROMOTIONS, LAYOFFS, AND SENIORITY	13
ARTICLE 14	GRIEVANCE PROCEDURES	13
ARTICLE 15	SCOPE AND FINALITY OF AGREEMENT	14
ARTICLE 16	CLOTHING ALLOWANCE	14
ARTICLE 17	LABOR MANAGEMENT COMMITTEE	14
ARTICLE 18	DURATION OF AGREEMENT	15
ARTICLE 19	RATIFICATION	15

AGREEMENT
BY AND BETWEEN
CITY OF MCCLEARY, WASHINGTON
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 77

ARTICLE 1 INTRODUCTION/RECOGNITION

1.1 This Agreement is entered into by and between the City of McCleary, acting through its Mayor or designee, hereinafter referred to as the "Employer", and the International Brotherhood of Electrical Workers Local Union 77, hereinafter referred to as the "Union", representing the non-exempt, full-time and regular part-time employees, of the City of McCleary's Public Works Department Light and Power Crew and Administrative Employees (Deputy City Clerk, Utility Accounts Manager, Public Works/Planning Assistant and Building Official), excluding casual employees.

1.2 The purpose of this Agreement is to establish a procedure for the resolution of differences and to establish salaries, wages, and terms and conditions of employment.

1.3 The Employer recognizes the International Brotherhood of Electrical Workers Local Union 77 as the exclusive bargaining agent for all regular, non-exempt, full-time employees as set forth in section 1.1

ARTICLE 2 DUES DEDUCTIONS

2.1 Dues and Initiation Check Off – Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular union dues and initiation fees uniformly required to maintain the employee in good standing with the Union. Such deductions are to be transmitted to the Union each month.

2.2 The Employer will remit to the International Brotherhood of Electrical Workers all moneys so deducted, accompanied by a list of employees from whom the deductions have been made.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 Customary Functions – Except as expressly limited by the other articles of this Agreement, the Employer shall have the exclusive right to manage the functions of all City operations/facilities and direct the bargaining unit employees covered by this Agreement. These rights include, but are not limited to, the right to plan, direct and control operations; to determine the services to be performed by the bargaining unit

employees; to establish and maintain productivity and quality standards; to schedule the working hours; to hire, promote, and transfer; to suspend, discipline or discharge. The Employer shall also have the exclusive right to relieve employees because of lack of work or for other legitimate reasons; to introduce new and improved work method, materials or facilities; or to change existing work methods, material or facilities.

ARTICLE 4 UNION RIGHTS

4.1 The Employer recognizes the rights of the Union as the exclusive representative of the Employer's non-exempt, full-time and regular part-time employees as set forth in section 1.1 of this Agreement, to engage in collective bargaining with the Employer pursuant to the provisions of RCW Chapter 41.56.100, as currently written or hereafter amended. The Employer further recognizes any rights that are given to the Union within this Agreement as a result of the collective bargaining process provided for in RCW Chapter 41.56.100 as currently written or hereafter amended.

4.2 The Employer and the Union agree, as a condition of employment, that all present members of the Union shall remain members in good standing while holding positions included in the bargaining unit. All future employees holding positions in the bargaining unit shall become and remain members in good standing after completing sixty (60) calendar days of employment.

4.3 The Employer and the Union agree that each must safeguard the right of non-association of employees covered by this Agreement if an objection is based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member. In these cases, the employee shall pay an amount of money equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. Contributions to a charitable organization based upon a bona fide religious objection to membership in the Union shall be likewise deducted and remitted to the appropriate charity. If the employee and the Union do not reach agreement on such matter, the charitable organization shall be designated pursuant to RCW 41.56.122.

4.4 The City and the Union recognize the need to work efficiently, effectively, economically, and safely. To this end, it is understood and agreed that there must be efficiency of operation which will depend on the nature, size and priority of the job, as well as the man power and equipment availability. In achieving the above principals, it is understood that safe work practices shall be maintained. The assigned foreman of the city light and power crew who believes that working safely or what safe working practices have been materially affected by new size and/or composition in view of the work to be done, shall immediately advise management of his concerns and the reason therefore.

Management of the utility shall comply with chapter 296-45-WAC and all applicable safety laws and regulations. The foreman and crew shall not be disciplined for failure to comply with an order in violation of these laws and regulations. The foreman and crew are encouraged to raise concerns with management for early resolution. The parties will discuss and resolve these concerns in labor management committee.

- Example:
Minimum crew size for work in energized 3 phase will consist of:
2 qualified performing the work (Journeyman Lineman)
1 qualified safety watch (Journeyman Lineman Foreman)
1 groundman/LEO (ground assistant)

ARTICLE 5 EMPLOYEES DEFINED

5.1 A full-time regular employee shall be a person regularly scheduled to work forty (40) hours or more per designated work week who has successfully completed his or her probationary period.

5.2 Prior to becoming a full-time regular employee under the terms and conditions of this Agreement, a full-time regular employee must successfully complete an uninterrupted, continuous twelve (12) month probationary period. Any probationary employee may be disciplined or terminated without recourse during his or her probationary period.

5.3 A full-time regular employee promoted to a different job classification within the Public Works Department on the Light and Power crew which entails a higher salary classification range must successfully complete a six (6) month probationary period. During that six-month probationary period, any probationary employee shall be restored to the position from which they were promoted if, in the Employer's opinion, the employee has not demonstrated suitable aptitude for the position. The Employer's decision shall not be subject to the grievance procedure. Should the employee be disciplined or discharged, exclusive of a return to the former position, said employee shall have the right to appeal said discipline or discharge through the grievance procedure.

5.3.1 Should the employee desire to return to the position from which he/she was promoted, and said employee meets the conditions and requirements of the original position as it existed at the time the employee was promoted, he/she shall be allowed to move back to the original position at any time during the probation period.

5.4 A part-time regular employee shall work less than two thousand and eighty (2080) hours, but seven hundred or more hours per year, inclusive of paid leaves, and who has successfully completed his or her probationary period.

5.5 A casual employee shall work less than seven hundred (700) hours per calendar year and shall be excluded from the bargaining unit.

5.6 The employer reserves the right to establish regular part time positions, provided, however; part time benefits (health & Welfare, vacation, sick leave) shall be prorated to reflect the percentage of hours in relation to a full time, regular employee position.

ARTICLE 6. EMPLOYEE RIGHTS

6.1 Nondiscrimination Clause – With regard to employment, there shall be no unlawful discrimination against any employee in violation of state or federal law.

6.2 Union Participation – The Employer will not interfere with, restrain, coerce, or prevent any employee from exercising his or her legal right to organize, join, and support the Union for whatever legal purpose in which it may engage in representing employees as defined herein.

6.3 Legal Protection – The Employer agrees to hold an employee harmless and defend said employee from any financial loss for actions arising out of any claim, demand, civil suit, or judgment by reason of any act or failure to act by such employee during his or her work hours; provided such employee, at the time of the act or omission complained of, was acting within the scope of his or her employment and under the direction of

the Employer; provided, however, that such responsibility shall not extend to exemplary (punitive) damages assessed against an employee by a court of competent jurisdiction.

6.4 Lunch Break – Each employee shall be entitled to a one-half (½) hour lunch break, provided the total number of hours in the standard work day totals eight-and-one-half (8½) hours, comprised of eight (8) hours of work and one-half (½) hour for lunch; provided, however, the Employer reserves the right to change the lunch period to a one (1) hour lunch break, provided the total number of hours in the standard work day totals nine (9) hours, comprised of eight (8) hours of work and one (1) hour for lunch. Lunch breaks will generally occur at the midpoint of the employee’s work day, provided that the time of the lunch break may be modified as necessary by the Employer or Employer’s representative to:

6.4.1 Meet staffing needs in terms of keeping City offices open during the normal work week, as established by the Mayor

6.4.2 Ensure efficient and timely completion of work projects, and/or

6.4.3 Handle emergencies that may arise during the course of conducting the Employer’s business.

6.5 Rest Periods – Employees shall be entitled to two (2) rest periods each work day. The rest periods shall last no longer than fifteen (15) minutes each. One shall be taken no less than two (2) hours after beginning work and the second no less than two (2) hours after returning from the lunch break. When necessary because of unusual circumstances, the time of an employee’s rest period may be modified by the employee’s supervisor.

ARTICLE 7 EMPLOYEE RESPONSIBILITIES

7.1 Each employee, regular or probationary, shall be familiar with and adhere to the policies and procedures the Employer may from time to time unilaterally adopt, amend, and revise for the governance and operation of its agency. The Employer shall maintain current copies of policy and procedure manuals in the Employer’s supervisory offices for employee use, and the Employer will keep said copies updated as changes and revisions are made by the Employer. In addition, a copy shall be provided to the Union.

7.1.1 The Employer shall not unilaterally adopt, amend or revise policies and/or procedures which are mandatory subjects of bargaining.

7.2 All employees, regular or probationary, shall adhere to directions and instructions given to them by the Employer or Employer’s representatives in the course of performing work duties.

7.3 Nothing contained in this Agreement shall permit or be construed to grant any employee or group of employees the right to strike or refuse to perform his/her prescribed duties.

7.4 Each employee shall be responsible for having and maintaining any certificate, license, or other legal document necessary for the proper fulfillment of his or her particular job responsibilities as outlined in his or her job description. Failure to maintain said requirements will result in immediate layoff until such requirements are satisfied; provided, should the employee’s training have been canceled by the employer, said employee will not be laid off.

7.4.1 The Employer shall pay the tuition cost and hours actually spent in training for all hours necessary to comply with said certification. The Employer may rearrange the employee's work week so as to avoid overtime compensation. All time spent traveling to and from local training site shall be compensated except for the first twenty-five (25) miles each way.

ARTICLE 8 EMPLOYEE COMPENSATION

8.1 Wages – Effective October 1, 2015 the classifications of work and hourly rates of pay for the employees of the City of McCleary Light and Power Crew (Senior Lineman, Lineman, LEO, Lineman in_training, Ground worker and Beginning Groundsman) shall be increased by two and one quarter percent (2.25%) plus one half percent (0.5%) (Craft Adjustment) totaling 2 and three-quarters percent (2.75%) as follows:

Senior Lineman	110% of Lineman	\$45.50
Lineman		\$41.36
Line Equipment Operator 1 st Year	80% of Lineman	\$33.09
Line Equipment Operator 2 nd Year	82.5% of Lineman	\$34.12
Line Equipment Operator 3 rd Year	85% of Lineman	\$35.16
Lineman in Training – 2K Hours	80% of Lineman	\$33.09
Lineman in Training – 4k Hours	87% of Lineman	\$35.98
Lineman in Training – 6K Hours	95% of Lineman	\$39.29
Ground Worker		\$20.09
Beginning Groundman		\$17.10

8.1.2 Effective January 1, 2016, the rates of pay set forth in Section 8.1 shall be increased by two percent (2.0%) plus one-half percent (0.5%) (Craft Adjustment) totaling two and one-half percent (2.5%) as follows:

Senior Lineman	110% of Lineman	\$46.63
Lineman		\$42.39
Line Equipment Operator 1 st Year	80% of Lineman	\$33.91
Line Equipment Operator 2 nd Year	82.5% of Lineman	\$34.97
Line Equipment Operator 3 rd Year	85% of Lineman	\$36.03
Lineman in Training – 2K Hours	80% of Lineman	\$33.91
Lineman in Training – 4k Hours	87% of Lineman	\$36.88
Lineman in Training – 6K Hours	95% of Lineman	\$40.27
Ground Worker		\$20.49
Beginning Groundman		\$17.44

8.1.3 Effective January 1, 2017, the rates of pay set forth in Section 8.1 shall be increased by two percent (2.0%) plus one-half percent (0.5%) (Craft Adjustment) totaling two and one-half percent (2.5%) as follows:

Senior Lineman	110% of Lineman	\$47.80
Lineman		\$43.45
Line Equipment Operator 1 st Year	80% of Lineman	\$34.76
Line Equipment Operator 2 nd Year	82.5% of Lineman	\$35.85
Line Equipment Operator 3 rd Year	85% of Lineman	\$36.93
Lineman in Training – 2K Hours	80% of Lineman	\$34.76

Lineman in Training – 4k Hours	87% of Lineman	\$37.80
Lineman in Training – 6K Hours	95% of Lineman	\$41.28
Ground Worker		\$20.90
Beginning Groundman		\$17.79

8.1.4 Retroactivity - While the contract will be retroactive in its application to January 1st, 2015, wage increases provided in the contract will commence October 1st, 2015. In lieu of retroactive pay, eligible employees will receive the following signing bonus:

Employees listed in Section 8.1 of the Collective Bargaining Agreement:
Two thousand Dollars (\$2,000.00)

8.2 Wages – Effective October 1, 2015 the classifications of work and hourly rates of pay for the Administrative employees (Deputy City Clerk, Utility Accounts Manager, Public Works/Planning Assistant and building Official) of the City of McCleary shall be increased by two and one-quarter percent (2.25%) as follows:

	Step A 12 Mo.	Step B 12 Mo.	Step C 12 Mo.	Step D 12 Mo.	Step E 12 Mo.	Step F 12 Mo.
Deputy City Clerk	\$3,481.31	\$3,552.22	\$3,624.24	\$3,698.47	\$3,772.71	\$3,848.06
Utility Accounts Manager	\$4,206.74	\$4,292.36	\$4,379.89	\$4,469.63	\$4,560.49	\$4,651.35
Public Works/Planning Assistant	\$3,696.26	\$3,771.60	\$3,846.94	\$3,923.39	\$4,002.07	\$4,081.84
Building Official	\$4,798.72	\$4,896.21	\$4,995.94	\$5,097.87	\$5,202.02	\$5,306.17

8.2.1 Effective January 1, 2016 the classifications of work and hourly rates of pay for the Administrative employees (Deputy City Clerk, Utility Accounts Manager, Public Works/Planning Assistant and building Official) of the City of McCleary shall be increased by two percent (2.0%) as follows.

	Step A 12 Mo.	Step B 12 Mo.	Step C 12 Mo.	Step D 12 Mo.	Step E 12 Mo.	Step F 12 Mo.
Deputy City Clerk	\$3,550.94	\$3,623.26	\$3,696.72	\$3,772.44	\$3,848.16	\$3,925.02
Utility Accounts Manager	\$4,290.87	\$4,378.21	\$4,467.49	\$4,559.02	\$4,651.70	\$4,744.38
Public Works/Planning Assistant	\$3,770.19	\$3,847.03	\$3,923.88	\$4,001.86	\$4,082.11	\$4,163.48
Building Official	\$4,894.69	\$4,994.13	\$5,095.86	\$5,199.83	\$5,306.06	\$5,412.29

8.2.2 Effective January 1, 2017 the classifications of work and hourly rates of pay for the Administrative employees (Deputy City Clerk, Utility Accounts Manager, Public Works/Planning Assistant and building Official) of the City of McCleary shall be increased by two percent (2.0%) as follows.

	Step A 12 Mo.	Step B 12 Mo.	Step C 12 Mo.	Step D 12 Mo.	Step E 12 Mo.	Step F 12 Mo.
Deputy City Clerk	\$3,621.96	\$3,695.73	\$3,770.65	\$3,847.89	\$3,925.12	\$4,003.52
Utility Accounts Manager	\$4,376.69	\$4,465.77	\$4,556.84	\$4,650.20	\$4,744.73	\$4,839.27
Public Works/Planning Assistant	\$3,845.59	\$3,923.97	\$4,002.36	\$4,081.90	\$4,163.75	\$4,246.75
Building Official	\$4,992.58	\$5,094.01	\$5,197.78	\$5,303.83	\$5,412.18	\$5,520.54

8.2.3 Retroactivity - While the contract will be retroactive in its application to January 1st, 2015, wage increases provided in the contract will commence October 1st, 2015. In lieu of retroactive pay, eligible employees will receive the following signing bonus:

Employees listed in Section 8.2 of the Collective Bargaining Agreement:
Nine hundred Dollars (\$900.00)

8.3 Longevity – Longevity compensation shall be paid each month to eligible employees. Calculations shall be based upon a percentage of the employee’s monthly base rate of pay as set forth herein:

Upon completion of 5 years service	1% of base monthly rate of pay
Upon completion of 10 years service	2% of base monthly rate of pay
Upon completion of 15 years service	3% of base monthly rate of pay
Upon completion of 20 years service	4% of base monthly rate of pay
Upon completion of 25 years service	5% of base monthly rate of pay
Upon completion of 30 years service	6% of base monthly rate of pay

8.4 Hours of Work – The regular work schedule shall be five (5) consecutive eight (8) hour work days (Monday through Friday), from 8:00 AM to 4:30 PM followed by two (2) consecutive days off. The Employer may establish a work week of five (5) consecutive days other than Monday through Friday, and other than 8:00 AM to 4:30 PM; provided, the employee is given 10 (ten) calendar day’s notice of such a change. In the event of an emergency this 10 (ten) calendar day notice shall not be required.

8.5 Overtime – When an employee is required by the Employer to work in excess of the established work week, the Employer shall authorize compensatory time accrual. Compensatory time shall be accrued at the rate of one and one-half (1½) hours for each hour worked in excess of the standard forty (40) hours per week. In the event of a transmission and distribution work, a member of the Light and Power crew (see work classifications listed in Article 8.1) shall receive two times (2) their regular rate of pay in compensatory time for all hours worked outside of their normal work week. The word “hours” includes the use of sick, vacation, compensatory time, or paid holiday. Use of compensatory time off shall be subject to the approval of the Employer, and may only be used in increments of no less than two hours (2) at a time.

8.6 Premium Overtime – Should employees be called out to work on a recognized holiday, weekend, or scheduled day off, all hours worked shall be paid at two (2) times the employee’s regular rate of pay in compensatory time.

8.7 Compensatory Time Accrual – Accrued compensatory time shall be used as soon as possible after accrual. The Employer, with due regard for the needs of the employee, shall approve written compensatory time off requests based on the needs of the Employer.

8.7.1 Compensatory time in excess of forty (40) hours must be used by the employee prior to the use of accrued vacation leave.

8.7.2 The Employer reserves the right to opt to pay an employee for accrued compensatory time in lieu of time off at the employee’s regular straight time hourly rate of pay. An employee who is subject to vacation forfeiture under Section 11.3.1.1 may make a written request for compensatory time payout.

8.7.3 Employees who are assigned weekend duty shall receive, in addition to their regular base rate of pay, one hundred fifty dollars (\$150.00) for each weekend worked. Weekend work shall be defined as duties assigned by the Employer from 4:00 p.m. Friday through 7:30 a.m. Monday.

8.8 Callback – Effective upon the signing of this Agreement, employees who are called back to work shall receive not less than two (2) hours compensatory time off. Callback shall not apply when the additional work is an extension of the work shift or when the callback is occasioned by an act of employee negligence.

8.9 Out of Class Premium – Any employee assigned by the Employer to work out of classification, shall after one (1) full eight (8) hour work day or more be compensated for all hours worked out of class during one consecutive out of class work hour.

8.10 Rest Period – Employees who work five (5) hours outside of their normal work hours with less than an (8) eight-hour break before the start of their normal work hours shall have the option of:

- (a) Returning to work for the balance of their regular shift after eight (8) hours rest For straight time;
- (b) Taking the day off, either without pay or using paid leave;
- (c) Working their regular shift for straight time; or
- (d) If required to work by the Employer, shall be paid at the double-time rate.

ARTICLE 9 HEALTH AND WELFARE

9.1 Medical – The Employer shall pay one hundred (100%) percent of the employee medical premium and eighty five (85%) percent of the spouse and dependent medical premium. The employee shall pay the remaining fifteen (15%) percent of the spouse and dependent medical premiums.

9.2 Dental – The Employer shall pay one hundred (100%) percent of the employee, spouse and dependent dental premiums.

9.2.1 Life. The Employer shall pay one hundred percent (100%) premiums for life insurance in the amounts currently provided at the date of execution of this agreement.

9.2.2 Long Term Disability – The Employer shall pay the premiums to provide each employee with the AWC long term disability standard insurance.

9.3 The Medical, Dental and Life Insurance shall be:

- Medical: AWC Washington Physicians Plan B, Group #0018L
- Dental: AWC Washington Dental Service Plan A, Group #0018L
- Life: AWC States West Life, Group #05455

9.4 The Employer shall continue to participate in the above plans, provided, however, the medical, dental, and life insurance program meets the requirement of 100% participation by the employees and dependents.

9.5 Mandated State Programs – The Employer shall pay into the State’s Public Employee Retirement System, Workman’s Compensation Fund, and Unemployment Security Fund those contributions required to be paid by the Employer by law.

9.6 FICA – The Employer shall pay into the federal Social Security and Medicare programs those contributions required to be paid by the Employer by law.

9.7 The employee shall have deducted from his or her paycheck those employee contributions required by state and federal law.

9.8 Cadillac Tax - Imposition of Federal Excise Tax. If during the term of this agreement or any holdover period established by state law, the city determines that premiums for the health insurance and other health benefits provided under this contract are estimated to exceed the maximums permitted under federal law and would subject the payment of benefits under this agreement to a federal excise tax, the City may provide notice to the union and initiate bargaining. The parties agree to bargain in good faith to avoid the imposition of any federal excise tax and to ensure that the employees receive the consideration bargained for under this collective bargaining agreement.

ARTICLE 10 SICK LEAVE

10.1 Sick Leave – All probationary and non-probationary employees shall be entitled to accrue sick leave at the rate of eight (8) hours per month to a maximum of 480 hours. Sick leave shall be utilized according to the terms and conditions listed below:

10.1.1 Sick leave may be utilized for the personal illness or injury, disability, or medical/dental appointments of the employee.

10.1.2 Employees may use sick leave to care for the illness of a family member as defined in Section 10.2.1 below.

10.1.3 The Employer reserves the right to require an employee to submit a letter from a health care provider explaining the necessity of the absence. Abuse of sick leave shall be considered a basis for disciplinary action up to and including termination.

10.2 Bereavement Leave – After successful completion of his or her probationary period, an employee shall be eligible for bereavement leave up to twenty-four (24) hours a year with pay for a death in the family. Employees shall be eligible for an additional twenty four (24) hours bereavement leave for any of the relatives set forth below, provided said leave shall be deducted from vacation or compensatory time off.

10.2.1 The definition of family for the purposes of bereavement leave established by section 10.2 only, shall be defined as parent, brother, sister, spouse, son, daughter, stepchild, ~~or~~ grandparent, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

10.3 Use of Leave – The use of sick leave or bereavement leave, shall be in increments of no less than one (1) hours at a time.

ARTICLE 11 EMPLOYEE VACATIONS AND HOLIDAYS

11.1 Each full-time employee shall be entitled to vacation credit for each year of service and be entitled to vacations in accordance with the following schedule:

<u>Service</u>	<u>Hours Vacation</u>
1 through 5 years	96
6 through 10 years	120
11 through 15 years	144
16+ years of service	168

11.2 Vacation leave for probationary employees shall also accrue monthly, but may not be taken by the probationary employee prior to the end of the probationary period.

11.3 Vacation Use – Vacation leave shall be requested in written form by the employee to the Employer at least fourteen (14) calendar days prior to the dates being requested. Vacation leave requests must be approved by the Employer, and the Employer reserves the right to schedule any employee’s vacation leave to fit the needs of the City’s operations. The Employer reserves the right to reschedule an approved vacation as necessary to respond to an emergency situation. Employee use of vacation leave shall be in increments of no less than a half day (4 hours) at a time.

11.3.1 Employees may accrue a maximum of three hundred twenty (320) hours of vacation. Any vacation accrued beyond the maximum at no fault of the employee shall not be forfeited.

11.3.1.1 An employee who is required, at the direction of the Employer, to postpone a previously approved vacation shall be allowed to accrue vacation days, if necessary, in excess of the maximum accrual in order to prevent loss of vacation benefit; provided, however, such excess shall be used, upon penalty of forfeiture, within sixty (60) calendar days.

11.4 Vacation/Separation Pay – Upon separation from employment with the City, accrued vacation hours shall be paid at the employee’s current straight hourly rate of pay; provided the employee provides the Employer with two (2) weeks’ notice and has returned all items issued, which are the property of the Employer.

11.5 Holidays – The Employer recognizes eleven (11) paid holidays per year as set forth below:

New Year’s Day	Labor Day
Martin Luther King’s Birthday	Veteran’s Day
President’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
	One (1) floating holiday

11.5.1 Each full-time employee of the City may select the one (1) floating holiday per calendar year provided that:

11.5.2 The employee has been or is scheduled to be continuously employed by the City for more than four (4) months; and

11.5.3 The employee has given not less than fourteen (14) calendar days' written notice to the supervisor; provided, however, the employee and the supervisor may agree upon an earlier date, subject to final approval by the Employer; and

11.5.4 The number of employees selecting a particular day off does not prevent the City from providing continuing public service or the Employer has agreed to allow all employees to take it on a particular day.

11.5.5 The floating holiday must be taken during the calendar year or entitlement to the day will lapse, except when an employee has requested a floating holiday and the request has been denied. If such floating holiday is carried over, it shall be taken no later than January of the following year. Employees shall provide (14) fourteen days written notice of intended time at which the floating holiday will be taken.

11.5.2 The employee has been or is scheduled to be continuously employed by the City for more than four (4) months; and

11.5.3 The employee has given not less than fourteen (14) calendar days' written notice to the supervisor; provided, however, the employee and the supervisor may agree upon an earlier date, subject to final approval by the Employer; and

11.5.4 The number of employees selecting a particular day off does not prevent the City from providing continuing public service or the Employer has agreed to allow all employees to take it on a particular day.

11.5.5 The floating holiday must be taken during the calendar year or entitlement to the day will lapse, except when an employee has requested a floating holiday and the request has been denied. If such floating holiday is carried over, it shall be taken no later than January of the following year. Employees shall provide (14) fourteen days written notice of intended time at which the floating holiday will be taken.

11.5.6 Upon recommendation of the supervisor, the Employer will determine which of the requests for a particular day will or will not be granted when the number of requests for a floating holiday would impair the City's ability to provide necessary services.

ARTICLE 12 EMPLOYEE DISCIPLINE

12.1 Nothing contained in this Agreement shall be interpreted to restrict the Employer's rights relating to the disciplining of employees as provided under the Revised Code of Washington, Title 35.A (the Optional Municipal Code). Discipline may only be imposed for just cause.

ARTICLE 13 PROMOTIONS, LAYOFFS, AND SENIORITY

13.1 Promotion – Notice of any job openings shall be posted in the administrative office and the public works shop. Current employees are encouraged to seek opportunities for advancement or promotion. Current employees may apply for any job openings, if they meet the minimum requirements established by the Mayor; and will be given hiring preference over other applicants only if their qualifications, as determined by the Mayor, are equal to or greater than those of other applicants.

13.2 Layoffs – The Employer retains the right to reduce the work force.

13.3 Employees laid off by the Employer shall be returned to work in reverse order of their layoff for up to twelve (12) months from the date of layoff. It shall be the responsibility of the employee to provide the Employer with a current address and telephone number.

13.4 Layoff within classification shall be determined by an oral interview of all employees within the classification, and the employee with the lowest score shall be bumped into the lower classification, provided such employee has previously worked in said lower classification. The criteria for said oral interview shall consist of questions relating to the employees performance in their current position, potential to fulfill other positions within the City, and demonstrated initiative.

ARTICLE 14 GRIEVANCE PROCEDURES

14.1 A grievance shall be defined as an alleged violation of a specific term of this Agreement.

14.2 Informal Step – Within five (5) working days of an alleged violation of the terms and provisions of this Agreement, the grievant shall meet with the Employer’s designated department supervisor to discuss the grievance. Every effort will be made to resolve the grievance at the time of said meeting.

14.3 Written Grievance – If the grievant is not satisfied as a result of the meeting provided for under Section 14.2, the grievant shall reduce the grievance to writing. The written grievance shall include the factual basis of the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy sought. Said written grievance must be filed by the grievant with the Employer within five (5) working days of the meeting provided for in Section 14.2, and must be signed and dated by the grievant and the Union’s grievance representative.

14.3.1 Upon receipt of a written grievance, the Employer’s designated department supervisor shall sign and date the grievance and shall give a copy of the grievance to the grievant.

14.3.2 The department supervisor shall answer a written grievance in writing within ten (10) working days following the day the grievance was received. The supervisor’s response shall include the reasons for his or her decision and any supportive evidence that may be applicable.

14.4 Appeal of Supervisor’s Decision – If a grievant is not satisfied as a result of the department supervisor’s written response, the grievant may appeal the supervisor’s decision to the Mayor in writing within ten (10) working days of the date of the department supervisor’s decision, said appeal to be signed and dated by the grievant. The Mayor or his designated representative may hold a meeting with the grievant, who shall have the right to Union representation, within five (5) working days of the written appeal to confer and reach, if possible, a satisfactory resolution of the grievance. In any case, the Mayor shall make the final Employer decision to affirm, reverse, or modify the department supervisor’s decision, and such decision shall be rendered in writing within ten (10) working days of the filing of the grievant’s appeal.

14.4.1 Arbitration – The Union may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Mayor’s decision. The Union shall, within ten (10) calendar days of the Union’s request to arbitrate, request a Public Employment Relations Commission staff arbitrator.

14.4.2 The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the Union, and the employee(s) involved.

14.4.3 The cost of the arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

14.5 Costs – Any costs resulting from the processing of an employee grievance shall be borne by the party incurring the cost.

ARTICLE 15 SCOPE AND FINALITY OF AGREEMENT

15.1 If any provision or application of this Agreement is held to be contrary to law, such provision or application shall become inoperative, but the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.

15.2 The Employer or his representative(s) and the Union's representative(s) shall meet at mutually agreeable times during the term of this Agreement to review the administration of the same.

15.3 It is agreed between the Employer and the Union that this Agreement constitutes the entire agreement between the parties hereto, and no statement, promise, past practice(s), or inducement which is not contained herein shall be binding or acknowledged. It is further agreed that this Agreement may not be enlarged, modified, or altered except by and with the written consent of both parties.

ARTICLE 16 CLOTHING ALLOWANCE

16.1 The Employer shall reimburse each full time employee, who has completed their first year of service for clothing or equipment authorized by the Employer. The clothing reimbursement shall not exceed Three Hundred Fifty Dollars (\$350.00) per calendar year, and shall be reimbursed in December of each calendar year.

16.2 Provided Clothing - City shall provide rain gear and other protective clothing as required for the City building official.

ARTICLE 17 LABOR MANAGEMENT COMMITTEE

17.1 Labor Management – The Employer and the Union agree that a need exists for closer cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union agree that no more than two (2) duly authorized representatives of the Union shall function as one-half (½) of a Labor-Management Committee, the other half being no more than two (2) representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties.

17.2 Should the Union and Employer mutually agree to change, add, or delete any provision of this Agreement, such change shall be set forth in an Appendix to the Agreement.

ARTICLE 18 DURATION OF AGREEMENT

18.1 This Agreement shall become effective upon ratification by the Mayor and City Council of the City of McCleary and by the non-exempt, full-time employees of the Employer's Public Works Department, acting by and through their union, the International Brotherhood of Electrical Workers Local 77.

18.2 This Agreement shall remain in effect through December 31, 2017. Negotiations for a successor Agreement shall begin at least one hundred and twenty (120) calendar days prior to December 31, 2017

ARTICLE 19 RATIFICATION

19.1 Approved and ratified by the Mayor and City Council of McCleary as recorded in the minutes of the City Council's meeting of and by the Mayor's signature dated _____, -2015

DATED this _____ day of _____, 2015.

FOR THE CITY OF McCLEARY

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

Mayor Gary Dent

Louis Walter, Business Manager

Mike Weber, Business Representative

Attest:

Wendy Collins, City Clerk

MEMORANDUM OF UNDERSTANDING

WHEREAS, the parties are in the process of negotiating a successor Collective Bargaining Agreement;

WHEREAS, the Union has proposed an additional step adjustment for the Deputy City Clerk II and Utility Account Manager II positions within the existing salary matrix;

WHEREAS, the Mayor in his sole discretion deems the employees to have merited such adjustment and is willing to commit to a second step adjustment under the terms and conditions set forth in this Agreement:

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the City of McCleary (hereinafter "City") and IBEW Local 77 (hereinafter "Union") have entered into this Agreement:

1. **Step Adjustments.** By this Agreement, the parties agree and acknowledge that the step adjustments set forth in the salary matrix and Sections 8.1 and 8.2 of the Collective Bargaining Agreement and the subparagraphs thereof, are annual adjustments applied every twelve months on the employee's anniversary date. The parties acknowledge the ability of the City, at the sole discretion of the Mayor, to adjust an employee's salary upward by more than one step when his/her performance merits such an adjustment.

2. **2015 Adjustments.** In the exercise of his sole discretion, the Mayor has determined that the individuals holding the positions of Utility Account Manager and Deputy City Clerk have, by their performance, merited an additional step adjustment above the one annual step adjustment. Accordingly, effective October 1, 2015, the Utility Account Manager will receive an additional

step increase for a total of two steps in the calendar year 2015. The Deputy City Clerk will receive one step on October 1, 2015, and a second on her anniversary date.

3. **No precedent or past practice established.** The step increases provided for in this Agreement are pursuant to the discretion of the Mayor and create no past practice or binding precedent. The increases have been granted based solely upon the outstanding performances of the individuals to the date of this Memorandum of Understanding.

4. **Underlying Collective Bargaining Agreement to remain in full force and effect.** This Memorandum of Understanding interprets but does not amend the underlying Collective Bargaining Agreement between the parties for the period of January 1, 2015 through December 31, 2017, which remains in full force and effect.

DONE THIS ____ day of _____, 2015.

CITY OF McCLEARY

IBEW LOCAL UNION NO. 77

By: _____
Mayor D. Gary Dent

By: _____
Mike Weber
Business Representative

ATTEST/AUTHENTICATED:

By: _____
Wendy Collins, City Clerk

By: _____
Louis Walter
Business Manager

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

By: _____
W. Scott Snyder, Labor Counsel

DRAFT

MEMORANDUM OF UNDERSTANDING

WHEREAS, the International Brotherhood of Electrical Workers Local 77 (“IBEW”) represents employees of the City of McCleary (“City”);

WHEREAS, an unusual position was created which merged planning, building official, IT, and purchasing duties into one position known as the “Planning Assistant/Building Official”;

WHEREAS, the parties have agreed and acknowledged that the work performed by the employee is bargaining unit work;

WHEREAS, the employee has resigned his employment and the City is in the process of attempting to cover the needs of the City and the work performed by the vacant position either by contract, reassignment, or hiring a new employee;

WHEREAS, the City and IBEW agree and acknowledge that the current duties are an unusual combination of skills which may be difficult or impossible to find in one qualified candidate;

NOW, THEREFORE, the parties agree to pursue the following process:

1. **Building Official.** The City receives building and planning permit applications on a daily or weekly basis which must be reviewed, and approved or denied in a timely fashion. Accordingly, the parties agree that the City may contract on a temporary basis for Building Official and other planning services with such a public or private body as it deems appropriate.

2. **Negotiation Parties.** The parties agree to commence negotiations in a timely fashion regarding the duties formerly performed by the position titled “Public Works/Planning Assistant”.

3. **Temporary Agreement.** The parties acknowledge that IBEW's authorization for the City to contract out duties formerly performed by the Planning Assistant/Building Official is temporary in nature. IBEW may terminate this agreement by providing ninety (90) days written notice to the City at any time.

4. **Underlying Agreement.** The underlying agreement between the parties remains in full force and effect.

DONE this _____ day of _____, 2015.

CITY OF McCLEARY

Donald Gary Dent, Mayor

Attest:

City Clerk

Approved as to form:

W. Scott Snyder
Labor Counsel

International Brotherhood of Electrical Workers Local 77:

Mike Webber



Working to Build and Strengthen Business and Industry for a Prosperous Community
Your Regional Chamber of Commerce and Economic Development Council

October 1, 2015

Mayor Gary Dent
City of McCleary
100 South 3rd Street
McCleary, WA 98557

Dear Mayor Dent:

With 2015 quickly coming to a close, I want to thank you for your continued support of Greater Grays Harbor, Inc.

Recently, you received a letter requesting you to include us in the 2016 City of McCleary budget in the amount of \$1,000.00.

Enclosed are two copies of the 2016 service contract between City of McCleary and Greater Grays Harbor, Inc. I would appreciate it if you could review the enclosed contracts and sign if acceptable, keeping a copy for your records and returning a copy to our office.

Once again, thank you for your support of GGHI. These are exciting times for Grays Harbor and your participation in our efforts is greatly appreciated. I look forward to working with you and your staff. Any time we can be of service, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dru Garson', written over a light blue horizontal line.

Dru Garson CEO
Greater Grays Harbor, Inc.

Enclosures

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this day by and between the City of McCleary, Municipal Corporation, hereinafter referred to as the "MUNICIPALITY" and Greater Grays Harbor, Inc., hereinafter referred to as the "AGENCY":

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the MUNICIPALITY desires to have certain services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the service set forth in this contract;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

I. SERVICES

The AGENCY shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified as AGENCY responsibilities throughout this Agreement.

The AGENCY shall provide a comprehensive, cooperative, and planned approach to economic development involving government, business, education, labor and others. Specific tasks shall include, without limitation:

- A. Encourage a favorable business climate;
- B. Encourage competitive and appropriate sites for business location and/or expansion;
- C. Encourage training and retraining of unemployed workers through cooperative efforts;
- D. Encourage tourism to Grays Harbor County through advertising, publicity and distribution of information;
- E. Find and encourage investment of capital in new and/or expanded business facilities and equipment;
- F. Identify, attract and assist relocation of new business to Grays Harbor County;
- G. Assist to correct problems which may hinder or prevent business existence, expansion or creation;
- H. Identify new inventions, innovations, markets and/or marketing potentials, and bring to fruition;
- I. Assist the City of McCleary in identifying and carrying out its responsibilities and function in a cooperative and planned approach to economic development.
- J. Assist in the creation, development, and support of small businesses.

IX. TERMINATION

If the AGENCY fails to comply with the terms and conditions of the Agreement, the MUNICIPALITY may pursue such remedies as is legally available including, but not limited to, the suspension or termination of this Agreement. Either party may terminate this Agreement upon giving 60 days notice in writing of intent to terminate.

X. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____, 20____.

Greater Grays Harbor, Inc
"Agency"

City of McCleary
"Municipality"



Signature

Signature

CEO

Title

Title

Signature

Signature

Title

Title

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this day by and between the City of McCleary, Municipal Corporation, hereinafter referred to as the "MUNICIPALITY" and Greater Grays Harbor, Inc., hereinafter referred to as the "AGENCY":

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the MUNICIPALITY desires to have certain services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the service set forth in this contract;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

I. SERVICES

The AGENCY shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified as AGENCY responsibilities throughout this Agreement.

The AGENCY shall provide a comprehensive, cooperative, and planned approach to economic development involving government, business, education, labor and others. Specific tasks shall include, without limitation:

- A. Encourage a favorable business climate;
- B. Encourage competitive and appropriate sites for business location and/or expansion;
- C. Encourage training and retraining of unemployed workers through cooperative efforts;
- D. Encourage tourism to Grays Harbor County through advertising, publicity and distribution of information;
- E. Find and encourage investment of capital in new and/or expanded business facilities and equipment;
- F. Identify, attract and assist relocation of new business to Grays Harbor County;
- G. Assist to correct problems which may hinder or prevent business existence, expansion or creation;
- H. Identify new inventions, innovations, markets and/or marketing potentials, and bring to fruition;
- I. Assist the City of McCleary in identifying and carrying out its responsibilities and function in a cooperative and planned approach to economic development.
- J. Assist in the creation, development, and support of small businesses.

II. REPORTING REQUIREMENTS

The AGENCY shall submit periodic reports as required by the MUNICIPALITY which shall include, but not be limited to, a fiscal year revenue and expenditure report, and final annual evaluation report.

III. DURATION OF AGREEMENT

The effective day of this Agreement shall be January 1, 2016, and shall terminate on December 31, 2016. The Agreement may be extended or amended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

IV. COMPENSATION AND METHOD OF PAYMENT

The MUNICIPALITY shall reimburse the AGENCY for the services performed under this Agreement, an amount of \$1,000.00, payable within thirty (30) days of contract execution.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The AGENCY agrees to maintain books, records, documents, and accounting procedures and practices, which accurately reflect all direct and indirect costs related to the performance of this Agreement. The AGENCY shall retain all books, records, documents, and other material relevant to this Agreement for three (3) years after its expiration. The AGENCY agrees that the MUNICIPALITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

VI. COMPLIANCE WITH LAWS

The AGENCY, in performance of this Agreement, agrees to comply with all applicable federal, state, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

VII. NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Agreement, AGENCY agrees to comply with federal and state laws prohibiting discrimination in employment and delivery of services, including the Americans with Disabilities Act of 1990, as amended.

VIII. INDEMNIFICATION/HOLD HARMLESS

All services to be rendered or performed under this Agreement will be performed or rendered entirely at the AGENCY's own risk and the AGENCY expressly agrees to indemnify, defend, and hold harmless the MUNICIPALITY and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments against the MUNICIPALITY which result from, arise out of, or are in any way connected with the services to be performed by the AGENCY under this Agreement.

IX. TERMINATION

If the AGENCY fails to comply with the terms and conditions of the Agreement, the MUNICIPALITY may pursue such remedies as is legally available including, but not limited to, the suspension or termination of this Agreement. Either party may terminate this Agreement upon giving 60 days notice in writing of intent to terminate.

X. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____, 20____.

Greater Grays Harbor, Inc
"Agency"

City of McCleary
"Municipality"



Signature

Signature

CEO

Title

Title

Signature

Signature

Title

Title

CHEHALIS TRIBAL JAIL

SERVICE AGREEMENT



THIS AGREEMENT is made and entered into this _____ day of _____, 2015 by _____ between the Confederated Tribes of the Chehalis Reservation, a Federally Recognized Indian Tribe, hereinafter referred to as "Chehalis" and the City of Elma, a Washington municipal corporation, herein referred to as "Elma" or the "Second Party" in the Agreement. This Agreement is for the housing of prisoners of the Second Party in the Chehalis Tribal Jail.

THE PARTIES HEREBY AGREE as follows:

SERVICE. Chehalis shall care for prisoners placed in the custody of officers of the Chehalis Tribal Jail. "Prisoners" may include any person arrested, sentenced by the court or held under authority of any Law or ordinance of the Second Party. Provided, that the Chehalis Tribal Chief of Police, or his or her designee, shall have the right to refuse to accept custody that in his or her opinion would result in overcrowding of the Jail, or present an unacceptable health, safety or security risk. If not accepted, Chehalis will provide written notice indicating why booking was declined.

CARE. "Care" shall mean room and board and basic medical care. "Basic Medical care" shall include in-house routine minor medical services that can be treated by Chehalis Tribal Jail staff according to their current level of training with the supplies available at the Chehalis Tribal Jail facility at that time. In addition, prisoners housed pursuant to this Agreement shall be subject to the same rules and regulations required of other prisoners housed in the Chehalis Tribal Jail.

DURATION OF CONTRACT. This Agreement shall begin on the date it is executed by both parties and continue until December 31, 2015. It shall automatically renew at successive one-year intervals thereafter unless terminated as specified herein or modified through an amended Agreement executed by both parties.

TERMINATION. This Agreement may be terminated by written notice from either party provided that the termination shall become effective thirty (30) days after receipt of such notice. Within said thirty (30) days, Elma agrees to remove its prisoner(s) from the Chehalis Tribal Jail.

RELEASE. Prisoners who have not served their full time will not be released except upon written order of the Second Party's court unless release is authorized by another provision of this Agreement or as ordered by a competent court. Release for scheduled court appearances will be to the Elma Police.

PAYMENT. The Second Party shall pay to Chehalis the amount of Twenty dollars (\$20.00) for a booking fee per prisoner and Fifty dollars (\$50.00) per prisoner per day for care. A "day" is the period beginning at 12:00 A.M. and ending at 11:59:59 P.M., Pacific Standard or Daylight time, whichever is then applicable.

The Second Party shall only be charged the booking fee for anything less than four (4) hours of custody time. Chehalis will submit a monthly invoice for prisoners housed pursuant to this Agreement and it will be forwarded to the Second Party. The Second Party shall pay such invoices within thirty (30) days of receipt. Should the Second Party not pay the invoice within sixty (60) days of receipt of invoice, Chehalis acting through its Chief of Police or his or her designee will not accept prisoners, and reserves the right to suspend all other obligations under this Agreement until the delinquent amount is paid in full.

MEDICAL CARE. Except for Basic Medical care, the Second Party shall be solely responsible for the medical care and medical expenses of prisoners housed pursuant to this Agreement, provided, that when a prisoner has his/her own medical coverage, Chehalis will coordinate with the Second Party so that such insurance may be utilized. In the event that a prisoner requests non-urgent outside medical care, Chehalis shall contact the Second Party for approval. The Second Party shall provide Chehalis with the names and telephone numbers of designated contact people who shall be available and authorized to approve medical treatment. Failure of the Second Party to approve medical care, or any unreasonable delay in giving such approval, shall relieve Chehalis

of liability for any injury resulting therefrom. In the event that Chehalis deems a prisoner to be in need of urgent or emergency care, Chehalis shall make all possible efforts to contact the Second Party but may take any action it deems necessary to provide the prisoner with urgent or emergency medical care without obtaining prior approval if unable to contact the Second Party. Nothing shall preclude the Second Party from retaking the ill or insured prisoners. The Second Party shall bear all costs of medical care, including without limitation, such urgent or emergency care, including, but not limited to, the cost of the services provided to the prisoner and the cost of transporting a prisoner to a medical facility. If prisoners are transported to a local hospital or medical facility, the short term security of the prisoners shall be the responsibility of Chehalis. Chehalis shall give the Second Party notice by telephone, as soon as practicable, that its officers are transporting or have transported a prisoner to a local medical facility for urgent or emergency care. Upon receiving such notice, the Second Party shall make its best efforts to relieve the Chehalis officers at the medical facility as soon as possible. Chehalis officers shall return to the Chehalis Tribal Jail upon being relieved by the Second Party's officers or upon receipt of an order of release from the Second Party. Chehalis shall not be liable under any cause of action arising out of the supervision, or failure thereof, of any prisoner receiving treatment in an outside medical facility once Chehalis officers are relieved by the Second Party's officers, or receive an order of release from the Second Party.

The Second Party shall protect, defend, hold harmless and indemnify Chehalis from and against all claims, suits and actions related to the medical care of prisoners housed under this Agreement which result from the failure of the Second Party to approve such medical care for any reason other than injuries resulting from the negligent act or omission of Chehalis or its officers.

TRANSPORTATION. Except as otherwise provided herein, the Second Party shall be solely responsible for furnishing transportation for prisoners housed pursuant to this Agreement. The Second Party may request that Chehalis provide necessary transportation and Chehalis shall make its best efforts to provide such transport subject to staff availability.

The parties agree that the Second Party shall compensate Chehalis for the transport of any prisoner housed under this Agreement. Compensation shall include the cost of Chehalis Tribal Correctional Officers' labor as determined by their current wages from the Chehalis Tribal Jail, from the time that Chehalis Tribal Correctional Officers leave the Chehalis Tribal Jail with the prisoner to the time they return to the Chehalis Tribal Jail, as well as reimbursement for mileage expenses at the Federal rate as determined by the Internal Revenue Service.

CUSTODY TRANSFER. Officers of the Second Party placing a prisoner in custody of Chehalis will be required to remain in the immediate presence of the prisoner at all times until the booking process is complete. This will mean that until the booking process is done, the prisoner will remain in the Second Party's custody until the prisoner is placed in a cell. The Officers have completed a Custody Request Form and submitted that form to Chehalis, and have delivered the prisoner into the physical control of Chehalis. At that time only will Chehalis take custody.

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

INDEMNIFICATION. The Second Party shall protect, defend, save harmless and indemnify Chehalis from and against all claims, suits and actions resulting from the negligent acts or omissions of the Second Party in the performance of this Agreement.

Chehalis shall protect, defend, save harmless and indemnify the Second Party from and against all claims, suits and actions resulting from the negligent acts or omissions of Chehalis in the performance of this Agreement.

MODIFICATION OF AGREEMENT. No changes of, nor additions to this Agreement shall be valid nor binding upon either party unless such change or addition be in written execution by both parties.

GOVERNING LAW; DISPUTE RESOLUTION; SOVEREIGN IMMUNITY.

Both as to interpretation and performance, federal law shall govern the Agreement; in the absence of federal law, Washington state law shall apply; in the absence of both federal and Washington state law, Chehalis tribal law shall apply.

In the event of a dispute between the parties arising from either party's rights or obligations hereunder, the designated representatives of the parties will first engage in direct dialogue in a good-faith effort to resolve the dispute in a mutually-acceptable manner. Should these good-faith efforts fail, and as a condition precedent to any other dispute resolution method, the parties will attempt to resolve the dispute through mediation with an agreed-upon mediator in an agreed location. Should the parties fail to agree upon a mediator or location, they shall request the Chief Judge of the Chehalis Tribal Court to assign a mediator and location to the dispute and engage the services of the mediator selected by the Court. The parties shall share the costs of the mediator equally. Should mediation fail to resolve the dispute in whole or in part, the parties shall submit any unresolved element(s) of the dispute to binding arbitration under the commercial arbitration rules of the American Arbitration Association, except that should there be any conflict between such rules and the terms of this Agreement, the terms of this Agreement shall govern. Any litigation necessary to enforce the obligation of either party to arbitrate disputes under the Agreement or to enforce an arbitration award shall be brought exclusively in the United States District Court for the Western District of Washington.

Except as otherwise provided in this section, nothing in the Agreement shall be construed to constitute a waiver of the sovereign immunity of the Confederated Tribes of the Chehalis Reservation, its subsidiaries, officers, agents, employees, or representatives. Chehalis hereby grants a limited waiver of its sovereign immunity from unconsented suit, subject to the following:

1. This waiver is for the benefit of Second Party only. No other person or party is benefitted.
2. This waiver is limited to claims brought by Second Party in the United States District Court for the Western District of Washington to compel Chehalis to participate in arbitration as provided under this Agreement, or to enforce an award resulting from such arbitration.
3. Chehalis' liability for any and all claims shall not exceed the limits of applicable liability insurance coverage maintained by Chehalis, which shall be maintained at a minimum of \$1,000,000.00, Each Occurrence/Annual Aggregate during the term of this Agreement.
4. This waiver does not waive the sovereign immunity of any individual official, employee, officer, agent, or other representative of Chehalis.

SIGNED AND DATED this _____ day of _____ 2015.

FOR CHEHALIS:

Confederated Tribes of the
Chehalis Indian Reservation
420 Howanut Road
Oakville, WA 98568

FOR ELMA:

City of Elma

Don E. Secena
Tribal Chairman

Mayor

Attest:

_____, City Clerk

Approved as to form:

_____, City Attorney



INTERLOCAL AGREEMENT
FOR USE OF FIRE AND EMERGENCY MEDICAL EQUIPMENT
BY AND BETWEEN
GRAYS HARBOR FIRE PROTECTION DISTRICT #5 AND THE CITIES OF ELMA
AND McCLEARY

THIS AGREEMENT is entered into between the City of McCleary (McCleary), the City of Elma ("Elma"), municipal corporations organized under the provisions of RCW Title 35A, and Grays Harbor Fire Protection District #5 ("the District"), a political subdivision organized under the provisions of RCW Title 52, for the purposes hereinafter stated.

~~This agreement is entered into under the authority of~~ Chapter 39.34 RCW, the Interlocal Cooperation Act, and RCW 52.12.031(3).

RECITALS

1. The parties provide staffing, apparatus, and equipment for the suppression of fires, for the supplying of emergency medical services, and responses to other calls for emergency services.

2. Each party will be benefitted by the execution of this agreement granting to the parties the opportunity to utilize, within the scope of their respective operations, equipment owned by one of the other Parties.

3. The parties wish to memorialize the terms and conditions under which such interdepartmental use of equipment will occur.

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. PURPOSE: The purpose of the Agreement is for provision of the use of equipment owned by each of the Parties by the other Parties in accordance with the provisions set forth below.

SECTION 2. AUTHORITY: This Agreement is authorized under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW.

SECTION 3. TERM OF AGREEMENT: This Agreement shall be effective for a period of one year commencing from the date of execution by the last of the Parties. However, the agreement shall be automatically continued from year to year unless terminated as provided below in Section 7.

SECTION 4. SHARING OF EQUIPMENT: Upon request from one of the other Parties, within its discretion a Party may loan equipment within the possession of the Providing Party as

requested by the other Party subject to the availability of the equipment. Equipment which may be loaned for use includes, but is not be limited to, emergency medical service equipment, fire suppression equipment, tools, testing equipment, and motor vehicles.

SECTION 5. REIMBURSEMENT:

A. In recognition of the benefits arising from the use of any equipment which may be utilized to test equipment of one of the Parties so as to provide compliance with applicable standards, including the Respiratory FIT Tester, each Party shall reimburse the Party whose equipment is being utilized a pro rata share of the cost of the required annual calibration, servicing, and/or repairs. That shall be equally split between any and all agencies that use said equipment.

B. In the event equipment loaned to a Party is damaged while in the Party's possession, that Party agrees to pay for any and all repairs and/or replacement to said equipment directly to a certified repair facility or vendor.

In the event the damaged equipment is returned to the Providing Party without being repaired, the Providing Party shall notify in writing the Party responsible for paying for the repairs of the condition requiring repair and allow the

responsible Party a reasonable time to undertake, either directly or through a third party, the repairs. Such notice shall allow the other Party no less than fourteen days to undertake the necessary repairs. If such action is not timely taken, the Providing Party shall have the right to have the repairs done and send the Responsible Party an invoice with copies of all bills or receipts for which it seeks reimbursement under these provisions. That obligation shall be to repair promptly.

SECTION 6. INDEMNIFICATION:

Each Party agrees to hold harmless, indemnify, and defend the other Parties, their officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness, or death of persons, including employees of the District, or damage to property, arising out of any willful misconduct or intentional or negligent act, error, or omission of the a Party, its officers, agents, subcontractors, or employees, in connection with the services required by this Agreement, provided, however, that:

(1) A Party's obligations to indemnify, defend, and hold harmless shall not extend to injuries, sickness, death, or damage caused by or resulting from the sole willful misconduct or sole

negligence of the one of the other Parties, its officers, agents or employees; and

(2) A Party's obligations to indemnify, defend, and hold harmless for injuries, sickness, death, or damage caused by or resulting from the concurrent negligence or willful misconduct of the Party shall apply only to the extent of the negligence or willful misconduct of the Party.

(3) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of two or more of the Parties, its officers, officials, employees, and volunteers, a Party's liability hereunder shall be only to the extent of injuries or damages resulting from the Party's negligence or intentional acts. It is further specifically and expressly understood that the indemnification provided herein constitutes a Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 7. TERMINATION:

A party may terminate its participation in this Agreement upon ninety (90) days' written notice. Such period shall be deemed to have commenced upon the day of service, if personally delivered, or if mailed, on the fifth business day after the mailing of the notice properly addressed and postage prepaid. If this Agreement is so terminated by one of the Parties, the following provisions shall apply:

A. The terminating Party shall be liable only for the payment in accordance with the terms of this Agreement for services/use rendered prior to the effective date of the termination.

B. The termination by one Party shall not affect the continuing validity of the Agreement as to the remaining Parties.

C. The termination shall not affect any liability which may be found to exist under the provisions of Section 6.

SECTION 8. AGREEMENT, ADMINISTRATION, AND NOTICES:

A. This Agreement shall be administered by the Fire Chiefs of the Parties.

B. Any notice under this Agreement shall be sent postage pre-paid by regular mail in the manner required by Section 7 or delivered personally. Any notice so posted shall be deemed

received five (5) days after the date of mailing. Notices shall be mailed or delivered to the following persons at the following addresses:

District:

Fire Chief
Grays Harbor Fire District #5
428 Stamper Road
P.O. Box 717
Elma, WA 98541

Elma:

Office of the Clerk-treasurer
City of Elma
202 W. Main Street
P.O. Box 3005
Elma, WA 98541

McCleary:

Office of the Clerk-treasurer
City of McCleary
100 S. 3rd Street
McCleary, WA 98557

SECTION 9. MODIFICATION: The Parties may modify this Agreement in writing by mutual consent. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

SECTION 10. SEVERABILITY: Should any clause, phrase, sentence, or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its application of those provisions not so declared shall remain in full force and effect.

SECTION 11. LEGAL COUNSEL REVIEW: Each Party has had the opportunity to have this agreement reviewed by Counsel of their choice.

SECTION 12. Dispute Resolutions:

A. Disputes that cannot be resolved by the Chiefs of the Parties involved in a dispute, including disputes relating to cost of repairs or maintenance, shall be referred to the Mayors of the Cities and the representative designated by the District's Board of Commissioners for settlement. If not resolved by them within thirty (30) days of the referral, then any Party may apply to the presiding judge of the Grays Harbor County Superior Court for an appointment of an arbitrator whose decision shall be final and binding on all parties. Each party shall pay their pro rata share of the arbitrator's fees and expenses.

B. If mutual written consent to apply for the appointment of an arbitrator is not reached within sixty days of the referral, any party may seek court action to decide the dispute. Proper venue of any such action shall be as provided under the provisions of RCW 36.01.050. Relief may include, but is not limited to, specific performance and damages. If any party prevails in a court action to enforce any provision of this contract, it shall be awarded reasonable costs and attorneys'

fees, such fees to be based on hourly rates for attorneys of comparable experience in the community.

SECTION 13. GENERAL PROVISIONS

A. COMPLETE AGREEMENT: This Agreement constitutes the entire agreement between the parties and may not be changed or modified other than by a written agreement executed by the parties.

B. GOVERNING LAW AND STIPULATION OF VENUE: This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of the State of Washington for Grays Harbor County.

C. CALCULATION OF TIME: As to any time periods set out in this agreement, if the time period is seven (7) days or more, it shall be calculated by the passage of calendar days. If seven (7) days or less, in recognition of the presence of statutorily recognized holidays, the calculation of that seven day period shall exclude any day recognized as a legal holiday under the provisions of RCW 1.16.050, as now existing or hereafter amended.

SECTION 14. BENEFITTED PARTIES: This agreement shall be deemed solely between the parties and shall not be for the benefit of any third party.

IN WITNESS WHEREOF, the undersigned have affixed their signatures in execution thereof to multiple copies of this Agreement upon the dates indicated.

**REMAINDER
OF PAGE
INTENTIONALLY
LEFT BLANK**

SIGNATURE PAGE: CITY OF McCLEARY

Executed this ___ day of _____, 2015.

City of McCleary

D. Gary Dent, Mayor

Attest:

Wendy Collins, Clerk-treasurer

SIGNATURE PAGE: GRAYS HARBOR FIRE DISTRICT #5

Executed this ___ day of _____, 2015.

Grays Harbor Fire District 5

Gerald Bailey, Chair
Board of Commissioners

Attest: _____
Patty Smith, Board Secretary

SIGNATURE PAGE: CITY OF ELMA

Executed this ___ day of _____, 2015.

City Of Elma

David Osgood, Mayor

Attest

Diana Easton, Clerk-treasurer

Approved to Form

Daniel O. Glenn, City Attorney
Cities of McCleary and Elma

Lindsay Blumberg

From: Holder, Sandy <Sandy.Holder@itron.com>
Sent: Thursday, October 08, 2015 3:25 PM
To: lorih@cityofmccleary.com
Cc: lindsayb@cityofmccleary.com
Subject: FW: Itron Maintenance Renewal - SC00004517
Attachments: Maintenance_Renewal_Quote_SC00004517.pdf



Lori Ann Hanson
City of McCleary, WA
100 S. 3rd St.
McCleary, WA 98557-9652
United States

Subject: Itron Maintenance Renewal - SC00004517

Dear Lori Ann,

Your Itron Maintenance Agreement is about to enter a new year, and per the terms of the Agreement, we are submitting our support pricing for the upcoming year. The equipment and/or software identified in the enclosure will be covered under the Agreement at the rates indicated. Please note that this is not an invoice. **If a purchase order number is required on your invoice, please forward a copy of the purchase order to your [Service Business Representative](#).**

Itron maintenance customers receive prompt service on their covered product that goes beyond reported problems, to include preventive maintenance and product updates that enhance product reliability. Your Itron Maintenance Agreement offers considerable value by avoiding hourly service fees, unnecessary paperwork, and administrative expenses. Over 90% of our customers purchase maintenance and support services under an Itron Maintenance Agreement.

On behalf of everyone at Itron we extend our sincere thanks for your ongoing patronage and we look forward to being of continued service. If you have any questions regarding your Maintenance Agreement, please feel free to contact me at 800-635-5461. I can also be contacted via E-mail at sandy.holder@itron.com.

Sincerely,

Sandra L. Holder
Service Business Rep.



US_001_OU

Maintenance Renewal Quote

Date Printed : 03-OCT-2015

Page: 1 of 1

Customer Name: City of McCleary, WA
Customer Number: 17451
Bill To Contact: Lindsay Blumberg
Customer Address: 100 S. 3rd St.
McCleary, WA 98557-9652

Contract Number: SC00004517
Description: City of McCleary, WA - MVRS & HW

Contract Duration: 01-FEB-2016 - 31-JAN-2017

<u>Description</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Quantity</u>	<u>Total Amount</u>
HARDWARE					
MOBILE COLLECTOR LITE	72502830	01-FEB-2016	31-JAN-2017	1	700.79
			Subtotal :	1	700.79
			Subtotal :	1	700.79
SOFTWARE					
MVRS, UP TO 2500 METERS SERVICED, ELECTRONIC DELIVERY		01-FEB-2016	31-JAN-2017	1	1,021.99
			Subtotal :	1	1,021.99
			Subtotal :	1	1,021.99
Contract Grand Total :				2	1,722.78

NOTE: This is not an invoice



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO.1 [FINAL]

TO

LOAN NO. L1400016 & L14S0016

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

THE CITY OF MCCLEARY

PURPOSE: To amend the Agreement between the state of Washington Department of Ecology, hereinafter referred to as 'DEPARTMENT,' and the City of McCleary, hereinafter referred to as 'RECIPIENT,' for the "City of McCleary General Sewer Plan" project. This amendment is needed to officially deobligate funds and close out the project at the request of the RECIPIENT. The DEPARTMENT has not disbursed any loan funds under the agreement.

IT IS MUTUALLY AGREED that the LOAN agreement is amended as follows:

- 1) On September 10, 2015, the RECIPIENT requested termination of the loan agreement with the DEPARTMENT.
- 2) The DEPARTMENT has not disbursed any loan funds under the agreement.
- 3) The loan agreement is terminated on December 31, 2014 and \$65,000 is deobligated.
- 4) The final loan amount is \$0.00. The amortization schedule is void. No repayment is required.

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

This Amendment is signed by persons who represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

State of Washington Department of Ecology
Loan No. L1400016 & L14S0016, Amendment 1 (Final)
City of McCleary

This Amendment is effective on December 31, 2014.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

State of Washington
Department of Ecology
By

City of McCleary
By

Signature

Date

Signature

Date

Heather R. Bartlett
Water Quality Program Manager

Gary Dent
Mayor

Approved as to form only.
Assistant Attorney General

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF GRAYS HARBOR, DEPARTMENT 2

HARBOR MACHINE & FABRICATING]
COMPANY,]

Plaintiff,]

vs.]

CITY OF McCLEARY,]

Defendant.]

NO. Y5-2-1710

**STIPULATED ORDER
OF DISMISSAL**

THIS MATTER coming on by the agreement of the parties; the Plaintiff, being represented by its attorney, ERIK KUPKA, and the Defendant being represented by ITS attorney, DANIEL O. GLENN, of the GLENN & ASSOCIATES, P.S.; and the Court being informed that the parties have agreed to a stipulated dismissal of this matter; NOW, THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that this matter shall be and it is hereby dismissed with prejudice and with each party to bear their own costs.

DATED: _____

JUDGE

PREPARED AND PRESENTED BY:

GLENN & ASSOCIATES, P.S.

By

DANIEL O. GLENN, of
Attorneys for Defendants
WSBA #4800

COPY RECEIVED, APPROVED FOR
ENTRY, AND NOTICE OF
PRESENTATION WAIVED:

THE LAW OFFICES OF INGRAM, ZELASKO, & GOODWIN, LLP.

By

ERIK KUPKA, of
Attorneys for Plaintiff
WSBA #28835

MUTUAL RELEASE

FOR AND IN CONSIDERATION of the total sum of Two Thousand Five Hundred Dollars, (\$2,500.00), the receipt of which is hereby acknowledged, Harbor Machine & Fabricating Company, a Washington business entity, hereinafter referred to as the Company, does hereby release the City of McCleary, a municipal corporation, its officers, officials, employees, and agents hereinafter referred to collectively as "the City", from all claims which were or could have been brought in that certain suit filed by the Company in Grays Harbor County District Court under Cause Number CV-Y5-2-1710.

IN CONSIDERATION for such release, the City waives and releases any claims it could have raised against the Company arising from the dispute in relation to provision of the services which was the subject of the dispute.

IT IS UNDERSTOOD AND AGREED that this is a full and final mutual release pertaining to the above-named Parties and is in full compromise and settlement of all claims and matters related to or arising from that dispute and constitutes a

mutual release all claims whether known or unknown, suspected or unsuspected, for such matters.

IT IS UNDERSTOOD AND AGREED that this settlement is a compromise of a good faith dispute.

THE UNDERSIGNED hereby declare that the terms of this settlement are for the express purpose of precluding forever any further additional claims arising out of or in any way connected with the aforesaid situation.

THIS RELEASE AND HOLD HARMLESS AGREEMENT contains the entire agreement between the parties hereto, and the terms of this Release are contractual and not a mere recital.

The Representatives have read the foregoing Release and know the contents thereof, consulted with their respective counsel, and sign the same within the scope of authority granted to them by their respective entities.

Executed upon the dates set forth below

DATED this _____ day of October, 2015.

Harbor Machine & Fabricating Company

By _____, Authorized Officer

DATED this _____ day of _____, 2015.

City of McCleary

By D. Gary Dent, Mayor

ORDINANCE NO. _____

**AN ORDINANCE RELATING TO THE
ESTABLISHMENT OF THE REGULAR TAX LEVY FOR
THE YEAR 2015 FOR COLLECTION IN THE YEAR
2016; MAKING FINDINGS; AND RESERVING
RIGHTS.**

R E C I T A L S:

1. The City Council of the City of McCleary has met and is considering its budget for the calendar year 2016.

2. At a public hearing the City Council provided the opportunity to receive comment from the Citizens of the City on the elements of revenue projections and the ad valorem tax levy. Following that hearing, the Mayor and Council are going forward with the consideration of the City's budget.

3. Based upon the information provided by the Office of the County Assessor, the City's actual annual ad valorem levy amount for 2015 was \$_____. Further, that a 1% increase would equal \$_____.

4. As to new construction valuation, the information from the Office of the County Assessor has not

been provided. No property was shown as annexed during the period.

5. The City has a population of less than 10,000 citizens.

6. The City Council of the City of McCleary, following the required public hearing and after duly considering all relevant evidence and testimony presented, has determined the City of McCleary will exercise its authority to increase the regular tax levy by the authorized one percent.

7. The action carried forth by the Ordinance is based upon a Council finding there is a significant necessity for the property tax revenue to be increased in the next calendar year in order to meet the expenses and obligations of the City.

8. In adopting this ordinance, the City is relying upon the accuracy and completeness of the information provided to it by the Office of the County Assessor.

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

SECTION I: The Council, as the governing body of the City of McCleary, does hereby authorize and direct an increase

of one percent (1%) in the regular property tax levy to be imposed in 2015 for collection in the year 2016. The dollar amount of the increase directed by this section over the actual levy amount from the previous year is estimated to be \$_____, for an estimated levy in the amount of \$_____, representing the percentage increase of one percent (1%) from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, any increase in the value of state assessed property, any annexations which have occurred, or any refunds made.

SECTION II: This ordinance is based upon the information from the Office of the County Assessor as to amounts and calculations, as well as advice from County officials that this ordinance can be amended to modify the tax rate established herein by adoption of an appropriate amendatory ordinance. The City specifically reserves the right to take such amendatory action up to and including the last day allowed.

SECTION III: Upon execution by the Mayor, a certified copy of this Ordinance shall be provided to the

appropriate officials of the County so as to provide for appropriate assessment.

SECTION IV: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared invalid or unconstitutional, and if for any reason this Ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

SECTION V: This Ordinance shall take effect upon the fifth day following date of publication.

PASSED THIS _____ DAY OF NOVEMBER, 2015, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of November, 2015.

CITY OF McCLEARY:

D. GARY DENT, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

I, WENDY COLLINS, 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 a true and correct summary of Ordinance Number ____ and that said publication was done in the manner required by law. I further certify that a true and correct copy of the summary of Ordinance Number _____, as it was published, is on file in the appropriate records of the City of McCleary.

WENDY COLLINS

SIGNED AND SWORN to before me this _____ day of
November, 2015, by WENDY COLLINS.

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

RESOLUTION NO. _____

**A RESOLUTION RECOGNIZING THE LOSS OF
JEFF CATTERLIN, SR.**

R E C I T A L S:

1. A few weeks ago, Jeff Catterlin, Sr. submitted his resignation from his position on the City Council. Then, ironically the illness he had been fighting for over a year took his life on the day of a regular meeting of this Council.

2. The over four years he spent on the City Council was only a small portion of the years he has sought to serve the citizens of the City. Prior to that, he served eleven years on the Planning Commission, several as its chair. From the non-governmental side, over the last thirty-six years Jeff and his wife, April, also served the citizens of McCleary and the surrounding area through the operation of a salon into which a citizen could enter looking a bit "shaggy" and leave looking well coiffed.

3. There is no question that the recent months were a very challenging time for Jeff, April, and his family as the

result of the medical issues with which he had to deal. However, right up to the date of his resignation, almost without exception those issues did not prevent him from continuing his involvement in dealing with the issues coming before the Council.

4. Jeff was one who made clear his positions on issues affecting the City's operations, with which others have not necessarily always agreed. However, his approach was consistent with his indication of several years ago that his goals included seeking to control governmental costs and providing public services in what he felt would be the most cost efficient manner

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

SECTION I: Given the many challenges he faced in the last months of his life, the Council and Mayor understood fully Jeff's decision to end his formal role in the City's government. However, as they intended to do at the October 14th meeting at which they received the news of his passing, they wish to thank Jeff for his commitment to doing what he

believed to be right for the City and its citizens. May he now be at peace and without pain.

To April and the members of his family, the Council and Mayor offer their condolences for the loss of Jeff. Thank you for the support you provided to Jeff through those very difficult months.

SECTION II: Though Jeff has now left this world, he and his family can be certain that he will not be forgotten either by those with whom he has served nor by those citizens who he served.

PASSED THIS _____ DAY OF _____, 2015, by the City Council of the City of McCleary, and signed in authentication thereof this _____ day of _____, 2015.

CITY OF McCLEARY:

D. GARY DENT, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney