



# McCleary City Council

## AGENDA

**October 14, 2015**

- **Flag Salute**
- **Roll Call**
- **Public Hearing** - Revenue Sources
- **Public Comment** - Dru Garson – Greater Grays Harbor Inc. Presentation
- **Executive Session**
- **Minutes:** - Approval (Tab A)
  
- **Mayor’s Comments:** - Discussion
  
- **Staff Reports:** - Dan Glenn, City Attorney (Tab B)  
- Todd Baun Staff Report (Tab C)  
- Staff Reports (Tab D)
  
- **Old Business:** - IBEW Contract (Tab E)
  
- **New Business:** - Greater Grays Harbor Service Contract (Tab F)  
- Jail Services Contract with Chehalis Tribe (Tab G)  
- FD 5 Interlocal Agreement (Tab H)  
- Iron Contract Extension (Tab I)
  
- **Ordinances:** -
  
- **Resolutions:** - Jeff Catterlin Appreciation (Tab J)
  
- **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

The City of McCleary is an equal opportunity provider and employer.  
La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador.

**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	<b>It was moved by Councilmember Ator, seconded by Councilmember Reed to approve the minutes from September 9, 2015. Motion Carried 4-0.</b>
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. <b>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.</b>
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. <b>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.</b>
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. <b>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.</b>
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:

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**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL, City of McCleary  
FROM: DANIEL O. GLENN, City Attorney  
DATE: October 9, 2015  
RE: LEGAL ACTIVITIES as of OCTOBER 14, 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. **JAIL SERVICES CONTRACT WITH CHEHALIS TRIBAL AGENCY:**

Mr. Tiam, the Tribal legal counsel working with me on this matter, has provided an updated draft. As noted in prior Council Reports, the one issue of concern to me which remained was the Tribe's proposal had been that any dispute between the Tribe and the City was to be resolved under tribal law and in the Tribal Court. Following discussions, he has provided a draft, which is "oriented" by name for Elma but of which he is preparing an identical draft for McCleary. I have attached a copy of that Elma draft for your review and consideration.

The updated draft makes clear that any dispute between the Tribe and the City would be decided under federal law and in the federal courts, if litigation is necessary. However, there is not a total waiver of the tribal sovereignty for other parties although there is an agreement that the Tribe will hold the City harmless from any liability arising out of its action in the performance of the agreement up to \$1,000,000.00 through maintenance of an insurance policy.

The other basic terms include the following:

- A. The daily fee for confinement is \$50.00, which is less than our current arrangement with the County.
- B. An individual released during the first four hours (the booking time) would generate only a \$20.00 fee.
- C. Based upon a request by Chief Shultz, Elma's chief, it was made clear that custody transfer will occur

quickly so that the officer does not need to remain onsite.

I would recommend that if after your review the Council concurs that it is advantageous to the City to have this alternate source of jail services, that you authorize the Mayor to execute the McCleary draft upon receipt. (No changes other than the city name will have been made.) Upon that confirmation, Mr. Tiam will take it to the appropriate Tribal Committee for its concurrence.

As you will remember, we specifically included in our jail services contract with the County the right to have alternate jail services. In reality, given what apparently is a pattern of being "over loaded" in terms of call availability, there is a staffing advantage to the County to have this source available.

2. **EXPANDED MULTI-PARTY USE EQUIPMENT INTERLOCAL:** At an earlier meeting you approved an interlocal with FD #5 in terms of the use of certain equipment to test the breathing apparatus of our Fire Department. At that time, the discussion among the departments was the potential advantage which would result from a broadened equipment usage interlocal among the three departments (McCleary, Elma and FD #5). Thus, I have prepared a draft which has been reviewed by Chief Nott and the other chiefs with a concurrence by all three chiefs that it will achieve their goals. A copy has been provided for inclusion in the packet for your review.

Basically it creates a situation in which there is the discretionary ability for one department to borrow equipment from one of the other departments. Borrowing equipment carries with it the responsibility to maintain the equipment and to return it upon request in as good a condition as was existing at the time of the transfer. There is no charge for the use of the equipment, hold harmless provisions are present, the ability for one party to terminate without having the result of ending the agreement for the other two parties is present.

If after your review you have questions, they can be directed to either Chief Nott or myself. If it is acceptable, I would recommend authorizing the Mayor's execution of the interlocal. It is my understanding that by the time of this meeting, FD #5's Board will have approved it and it will be on the Elma Council's agenda for consideration next Monday.

3. **LABOR MATTERS:**

A. General Contract: It is my understanding that the contract with the IBEW is being presented this evening. If you

deem it necessary and appropriate, you may recess into a "closed" session to discuss it terms. However, any final action must be taken in the open meeting.

B. MOU: Building/Planning Official: With Mr. Mercer's leaving the City's employment, this IBEW position became vacant. Discussions between the Union and City staff are ongoing. In a telephone contact with Mr. Snyder, he indicates that it may be possible that an updated MOU allowing the acquisition of these services from outside sources may be available for consideration this evening. I would assume that the agreement would be for an indefinite period so that both sides can evaluate the situation as to whether or not the level of service demand is such as to require the hiring of an employee.

4. DEVELOPMENT AGREEMENTS: As you may remember, several years ago a significant amount of time was spent preparing updated standards that govern development within the City. (The listing is included in Resolution 602.) However, using Halo Steel as an example, a great deal of time can pass between the initial decision of a landowner to become involved in a matter and the actual commencement and completion of a project. As an example, I have a private client which I represent which has been moving through the process on a mixed commercial/residential development in Olympia for over five years. Obviously, it wanted to make certain that standards, rules, regulations, etc. did not change during the process. Thus, we negotiated what is known as a development agreement with the City of Olympia.

The subject has come up in Elma as part of the annexation process. I have drafted and provided to a couple of the large commercial property owners involved in the annexation draft agreements. Ironically, that it is an increasingly active subject was confirmed to me recently in two ways. First, WCIA has requested that Elma adopt a formal ordinance, which their wise city attorney has done. Also, it was one of the major subjects at the recent Municipal Attorneys Conference.

Thus, my question to you is whether you would like me to prepare a draft ordinance covering this subject for review and consideration by you? I would appreciate your direction on this matter.

5. COUNCIL VACANCY: As a result of Council Member Catterlin's resignation submitted late last month, the Council now has four members. I am not going to repeat all that I wrote a couple of months ago but am going to set out below the basic information I provided at that time.

**Summary:** RCW 35A.12.050, through reference to RCW 42.12.010, indicates a council position of a council/mayor code city becomes vacant when there is a resignation or an act creates a vacancy. In this situation, that occurred on September 28, which I understand to be the date Jeff submitted his resignation. Failure to act within that time period transfers the authority to make the decision to the County Commissioners.

**Operational Matters:** As noted in subparagraph B, there are no notification or procedural requirements established by law as to how the Council must proceed in making its decision. That one mandatory element of the selection process is that any decision must be made in the open public meeting.

A. **Qualifications:** As logic suggests, any successor must be legally qualified to be elected to the position. That means she or he must have resided within the corporate limits for at least one year at the time of commencement of service and be a registered voter at the time of the commencement of the selection process. RCW 35A.12.030

B. **Methodology:** The provisions of RCW 42.12.070 do not lay out the nature of the process to be followed by the Council in the selection of the successor. You have the exclusive authority to make the decisions in that area. However, among the points the statute makes clear are the following:

1. The Council has the exclusive jurisdiction to make the appointment for a period of 90 days following the creation of the vacancy.

2. Any interview process of candidates must be open to the public. That would be true whether it be done by a committee or by the Council as a body.

3. If you desire to do so, the Council and Mayor have the right to recess into an executive session for purposes of discussing results of the interviews and the qualifications of the candidates. RCW 42.30.110(1)(h) As the City of Tacoma learned the hard way, it is mandatory that no commitments be made nor any consensus opinion be sought or developed in that executive session.

4. As is true in all situations, the final decision must be made in public under the provisions of the cited portion of the Open Meetings Law. The vote is to be a public vote and may not be by secret ballot.

**Impact of resignation in an Election Year:** As you are aware, Jeff's position is on the ballot this year. His term would have run through December 31, 2015. Any appointment made prior to the certification of the election results will run only up to that time. Then, whomever is elected would take office for the remainder of the term (until December 31, 2015) and then be sworn in. If Jeff is reelected, then he could either not take the oath, which is a condition precedent for service or resign a second time. Since our next city election will not occur until 2017, under the provisions of RCW 29A.14.171[B], any McCleary citizen appointed to replace Ben would serve until at least November, 2016, since that is the time period for the next "general election." but might well serve until November, 2017

Finally, rather than making this report longer with "what ifs", I am going to set out several potential situations and how they would be dealt with under the applicable law.

**Hypotheticals:**

A. No Appointment Is Made Within the 90 Days: In my 40 years representing cities, that may have happened once. Normally, if the Council were to be unable to appoint a successor within the 90 day time period, it will lose jurisdiction over the matter and it will fall into the exclusive jurisdiction of the Board of County Commissioners. That is mandatory and, if it occurs, you may request consideration of a candidate put forward by the Council, but the actual appointment is within the sole discretion of the Commissioners. However, in this situation since the election will have been held within the 90 days, under the statute whomever is elected would be eligible to be sworn in at the time of the certification of the results. As noted above, if Jeff were reelected and not timely sworn in or resigned, the 90 days would start all over again.

B. A Tie Vote of the Council: In the event of a tie vote of the Council, which is theoretically possible with the four member status, the Mayor may vote to break the tie as he did in relation to Council Member Ator's selection. While that may still seem a bit illogical since the process is to choose a member of the legislative branch, that opinion is through contact and research. The situations previously presented and the legal rationale are as follows:

(a) The issue of the Mayor voting in an area relating to Council situations has arisen in other cities I have the opportunity to represent. Once it involved the selection of an individual to fill a council vacancy. The second situation involved the selection of a mayor pro tem. Both relate to situations in which the decision is a Council decision.



Before reaching this opinion some time back, I undertook a review of the applicable law and interpretations. Not being willing to believe that my research ability is infallible, I contacted the legal consultants with Municipal Research. They reached the same conclusion.

(b) The legal rationale of the opinion is as follows:

(1) RCW 42.12.070, which governs this process, indicates the selection is to be made by the "remaining members of the governing body."

(2) RCW 35A.12.100 indicates the mayor of a code city may vote to break a tie in the council's vote "with respect to matters **other than** any ordinance, grant or revocation of franchise or license, or any resolution for the payment of money."

(3) Since the particular vote is not one which is specifically excluded by the "other than" language, the general rule of statutory interpretation is a mayor's right to vote on the issue is therefore included within the areas in which the tie breaking vote right is present.

The bottom line is the Council has significant discretion in choosing the process to utilize. However, there is no discretion as to the mandated qualifications which a person must possess, the time period within which the selection must be formally made, and that the actual selection vote must be done in public and by a voice vote.

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

DG/le

#### **APPLICABLE STATUTES**

#### **RCW 29A.24.171: Vacancies in office.**

(1) If, prior to the first day of the regular filing period, a vacancy occurs in an office that is not scheduled to appear on the general election ballot, leaving an unexpired term for which a successor must be elected at the next general election, filings for that office shall be accepted during the regular filing period. The filing officer shall provide notice of the vacancy and filing period to newspapers, radio, and television in the county, and online. The position shall appear on the primary and general election ballots unless no primary is required or unless

a candidate for superior court judge is entitled to a certificate of election pursuant to Article 4 [IV], section 29 of the state Constitution.

**(2) If, on the first day of the regular filing period or later, a vacancy occurs in an office that is not scheduled to appear on the general election ballot, leaving an unexpired term, the election of the successor shall occur at the next succeeding general election that the office is allowed by law to have an election.**

**RCW 42.12.070: Filling nonpartisan vacancies.**

A vacancy on an elected nonpartisan governing body of a special purpose district where property ownership is not a qualification to vote, a town, or a city other than a first-class city or a charter code city, shall be filled as follows unless the provisions of law relating to the special district, town, or city provide otherwise:

**(1). Where one position is vacant, the remaining members of the governing body shall appoint a qualified person to fill the vacant position.**

(2). Where two or more positions are vacant and two or more members of the governing body remain in office, the remaining members of the governing body shall appoint a qualified person to fill one of the vacant positions, the remaining members of the governing body and the newly appointed person shall appoint another qualified person to fill another vacant position, and so on until each of the vacant positions is filled with each of the new appointees participating in each appointment that is made after his or her appointment.

(3) If less than two members of a governing body remain in office, the county legislative authority of the county in which all or the largest geographic portion of the city, town, or special district is located shall appoint a qualified person or persons to the governing body until the governing body has two members.

**(4). If a governing body fails to appoint a qualified person to fill a vacancy within ninety days of the occurrence of the vacancy, the authority of the governing body to fill the vacancy shall cease and the county legislative authority of the county in which all or the largest geographic portion of the city, town, or special district is located shall appoint a qualified person to fill the vacancy.**

(5). If the county legislative authority of the county fails to appoint a qualified person within one hundred eighty days of the occurrence of the vacancy, the county legislative authority or the remaining members of the governing body of the city, town, or special district may petition the governor to appoint a qualified person to fill the vacancy. The governor may appoint a

qualified person to fill the vacancy after being petitioned if at the time the governor fills the vacancy the county legislative authority has not appointed a qualified person to fill the vacancy.

(6). As provided in chapter 29A.24 RCW, each person who is appointed shall serve until a qualified person is elected at the next election at which a member of the governing body normally would be elected. The person elected shall take office immediately and serve the remainder of the unexpired term.

## **STAFF REPORT**

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

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### **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;
<b>New Services;</b>	<b>0</b>	<b>2</b>
<b>System Outages;</b>	<b>1</b>	<b>5</b>
<b>Pole Replacements;</b>	<b>2</b>	<b>31</b>
<b>Maintenance Work Orders;</b>	<b>3</b>	<b>45</b>
<b>Billable Work Orders;</b>	<b>3</b>	<b>8</b>

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**

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**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 \_\_\_\_\_

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**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**

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

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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 <sup>st</sup> Year	80% of Lineman	\$33.09
Line Equipment Operator 2 <sup>nd</sup> Year	82.5% of Lineman	\$34.12
Line Equipment Operator 3 <sup>rd</sup> 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 <sup>st</sup> Year	80% of Lineman	\$33.91
Line Equipment Operator 2 <sup>nd</sup> Year	82.5% of Lineman	\$34.97
Line Equipment Operator 3 <sup>rd</sup> 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 <sup>st</sup> Year	80% of Lineman	\$34.76
Line Equipment Operator 2 <sup>nd</sup> Year	82.5% of Lineman	\$35.85
Line Equipment Operator 3 <sup>rd</sup> 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 1<sup>st</sup>, 2015, wage increases provided in the contract will commence October 1<sup>st</sup>, 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 1<sup>st</sup>, 2015, wage increases provided in the contract will commence October 1<sup>st</sup>, 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





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

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- 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

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Signature

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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, 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. 3<sup>rd</sup> 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**

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**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](mailto: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>
<b>HARDWARE</b>					
MOBILE COLLECTOR LITE	72502830	01-FEB-2016	31-JAN-2017	1	700.79
			<b>Subtotal :</b>	<b>1</b>	<b>700.79</b>
			<b>Subtotal :</b>	<b>1</b>	<b>700.79</b>
<b>SOFTWARE</b>					
MVRS,UP TO 2500 METERS SERVICED,ELECTRONIC DELIVERY		01-FEB-2016	31-JAN-2017	1	1,021.99
			<b>Subtotal :</b>	<b>1</b>	<b>1,021.99</b>
			<b>Subtotal :</b>	<b>1</b>	<b>1,021.99</b>
<b>Contract Grand Total :</b>				<b>2</b>	<b>1,722.78</b>

**NOTE: This is not an invoice**

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

**A RESOLUTION RECOGNIZING THE  
CONTRIBUTIONS 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.

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. He served eleven years on the Planning Commission, several as its chair. From the non-governmental side, over the last thirty-six years he has also served the citizens through the operation, with his wife, April, of a business into which a citizen may enter looking a bit "shaggy" and come out looking well coiffed.

3. There is no question that the most recent period of time has been a very challenging time for Jeff, April, and his family as the result of the medical issues with which has had to and is dealing. However, almost without exception

those issues have not prevented him from continuing his involvement in the actions of the Council.

4. Jeff is one who makes clear his positions on issues affecting the City's operations, with which others have not necessarily agreed. However, his approach is 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 is now facing, the Council and Mayor understand fully Jeff's decision to end his formal role in the City's government. However, they wish to thank Jeff for his commitment to doing what he believed to be right for the City and its citizens. As to his spouse, April, and his family, they wish to thank you for the support you provided to Jeff through these months.

SECTION II: Whatever the future holds for Jeff, he can be certain that he will not be forgotten by those with whom he has 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