



McCleary Regular City Council Meeting

Wednesday, February 28, 2024 – 6:30 PM

McCleary Community Center & Zoom Virtual Meeting

Agenda

Join Zoom Meeting

https://us06web.zoom.us/webinar/register/WN_kkuYO8EiRPqPfxSty-U94w

Meeting ID: **817 9207 7978**

Passcode: **144764**

(253) 215-8782

Call to Order/Flag Salute/Roll Call

Agenda Modifications/Acceptance

Special Presentations

- [1.](#) Summit Pacific Annual Update by Josh Martin, CEO

Public Comment - Agenda Items Only

Consent Agenda

- [2.](#) Accounts Payable February 1-15, 2024 Check Numbers 53011-53064 including EFT's Totaling \$223,064.89
- [3.](#) Meeting Minutes August 23, 2023
- [4.](#) Meeting Minutes September 13, 2023

Updates

New Business

Old Business

- [5.](#) Municipal Contract with Connections
- [6.](#) IT Project Update - IBEW Memorandum of Understanding

Ordinances and Resolutions

Public Comment - City Business Only

Executive Session

Council Comments

Mayor Comments

Adjourn

Please turn off Cell Phones- Thank you

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

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Hospital Expansion

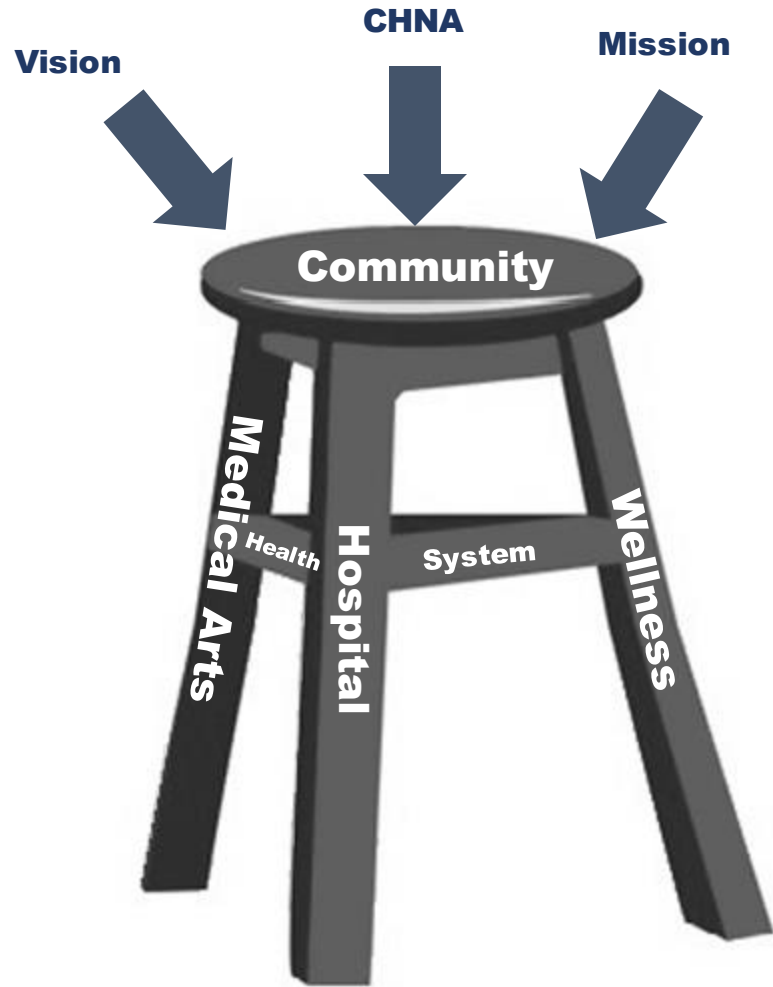
What we do:

- **Critical Access Hospital:**
 - 24/7 Emergency Department, Inpatient Acute Department , Level II Cardiac Center, Level III Stroke Center, Level IV Trauma Care, Lab department, Radiology Department, Swing bed program, Inpatient Therapy, Respiratory Therapy
- **Inpatient Behavioral Health Facility:**
 - 16-bed involuntary treatment facility
- **Four rural health clinics:**
 - Family Medicine, OBGYN, Pediatrics, Internal Medicine, Urgent Care, Family Medicine Residency, low-barrier walk-in / MAT clinic, Mental Health clinic,
- **Specialty Services:**
 - Gastroenterology, Physiatry, Sleep Medicine, Infusion, Cardiology (January 2024), Pain Clinic (January 2024)
- **Wellness Center:**
 - Conference centers, community education classrooms, café with large production kitchen, Physical Therapy Gym with Rock Wall, 36 Primary Care clinics, Outpatient Lab, Outpatient Imaging, Outpatient Pharmacy
- **Population Health:**
 - Mobile clinics, patient transportation, outpatient nutrition, health coach, care coordinators, patient navigators, Food Rx, Exercise Rx, Blue Zones, and much more.....

Population Growth

Demographics

Payment Models



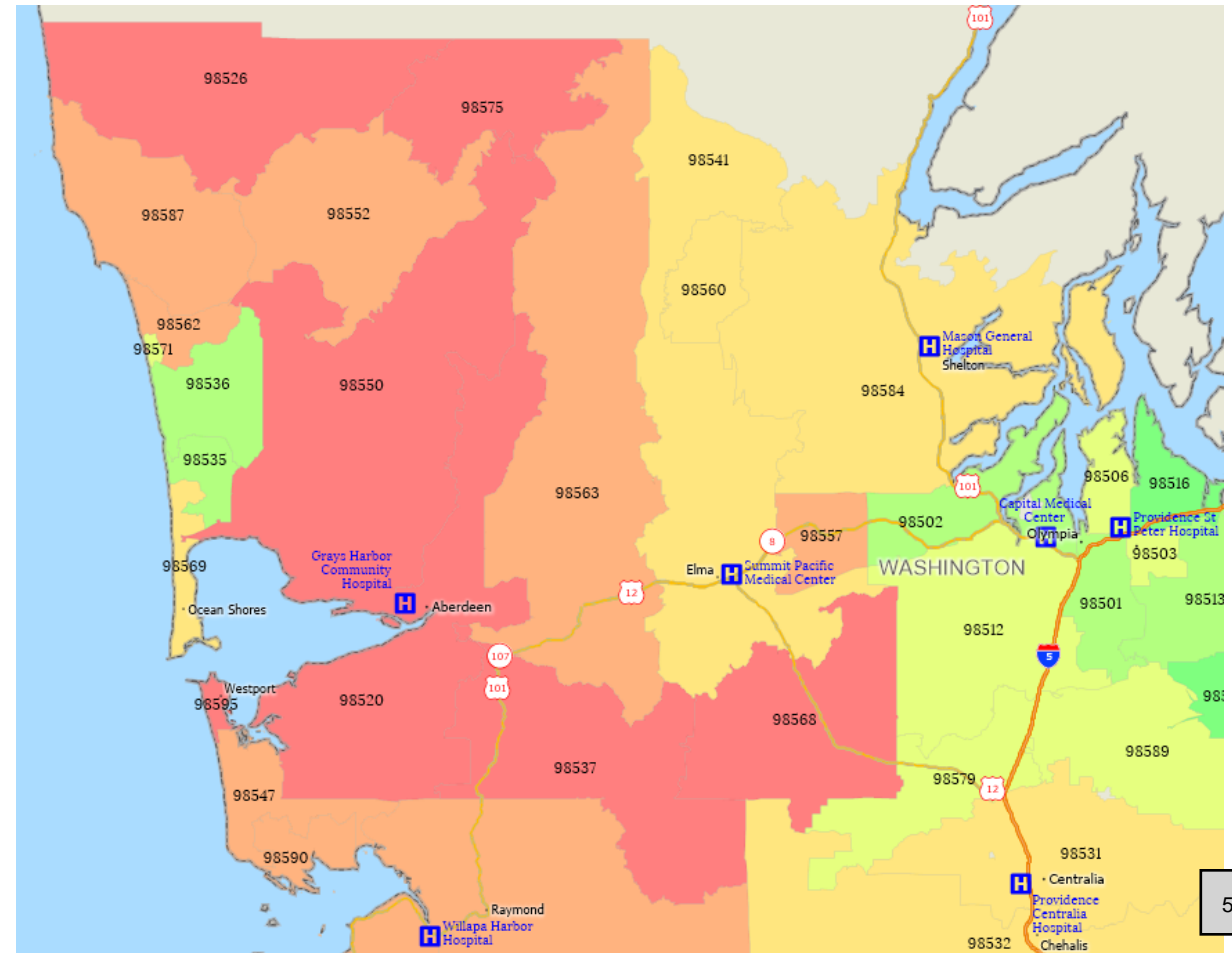
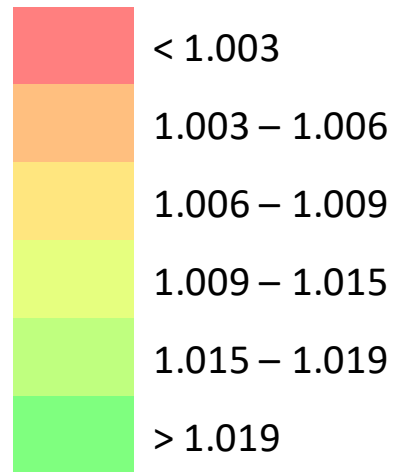
System of Health and Wellbeing

SPMC's PSA is anticipated to grow at rates slightly below those observed in Olympia

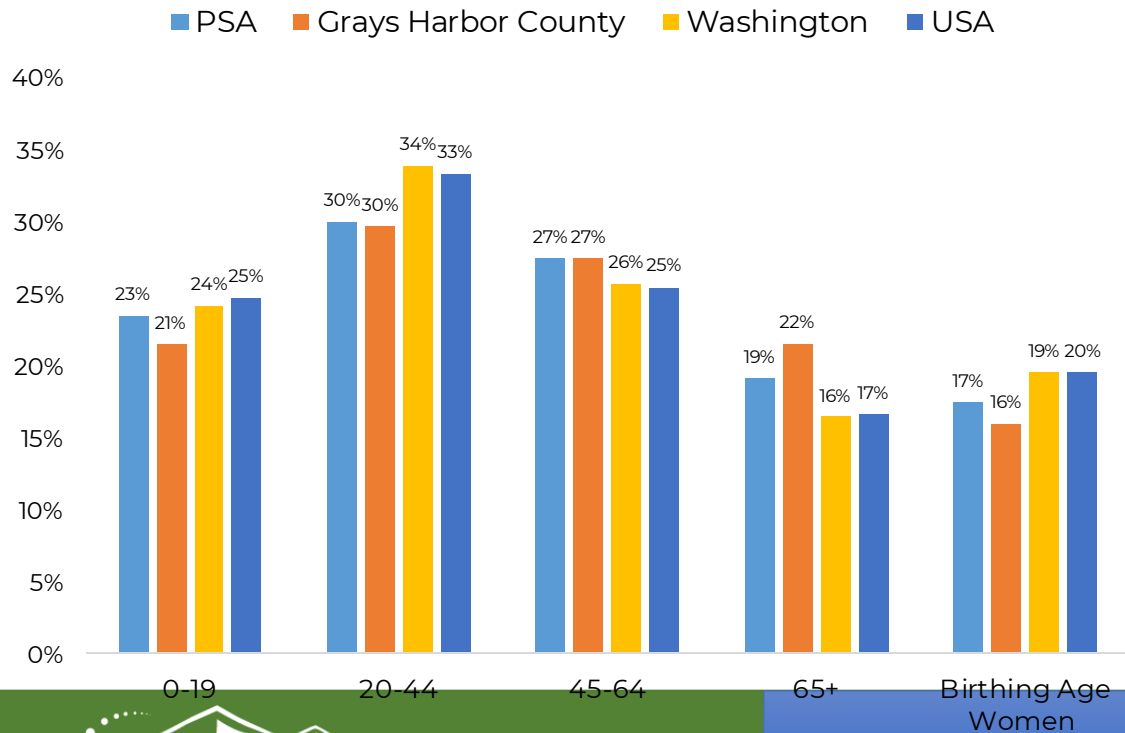
2020 – 2025 CAGR

- Higher growth rates diffuse along US-12 and WA-8 from Olympia to Elma, with much lower CAGR rates observed for western Grays Harbor County

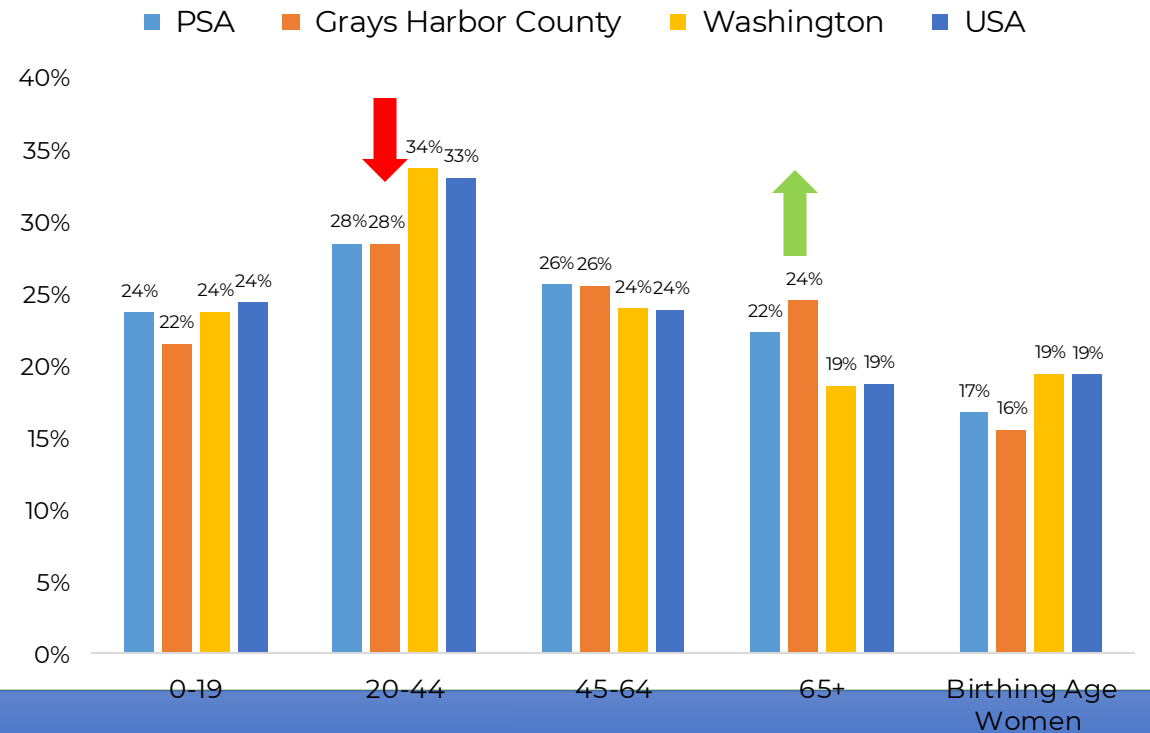
- SPMC leadership team decided on a CAGR of 1.01 to account for higher anticipated population growth



2020 Population Distribution



2025 Population Distribution



Hospital Expansion

- 30,000 square foot and 7,000 square-foot renovation will consist of:
 - ▶ expanding its existing facility to increase the number of acute care beds from 10 to 20 and allowing it to flex up to its license of 25 beds
 - ▶ renovation and expansion of the current emergency department from 10 to 16 treatment spaces to increase areas for triage and patient holding, provide designated mental health treatment rooms, increase trauma rooms, expand patient waiting
 - ▶ the relocation of the helipad to the facility's roof
 - ▶ expansion of the imaging department to include 24/7 MRI services
 - ▶ expanded lab to include 2nd chemistry analyzer
 - ▶ Remodeled and expanded hospital café to accommodate more patients and guests
 - ▶ design changes to improve patient flow and throughput, enhance patient experience and safety, and allow for more flexibility and versatility of clinical space

Future expansion zone:

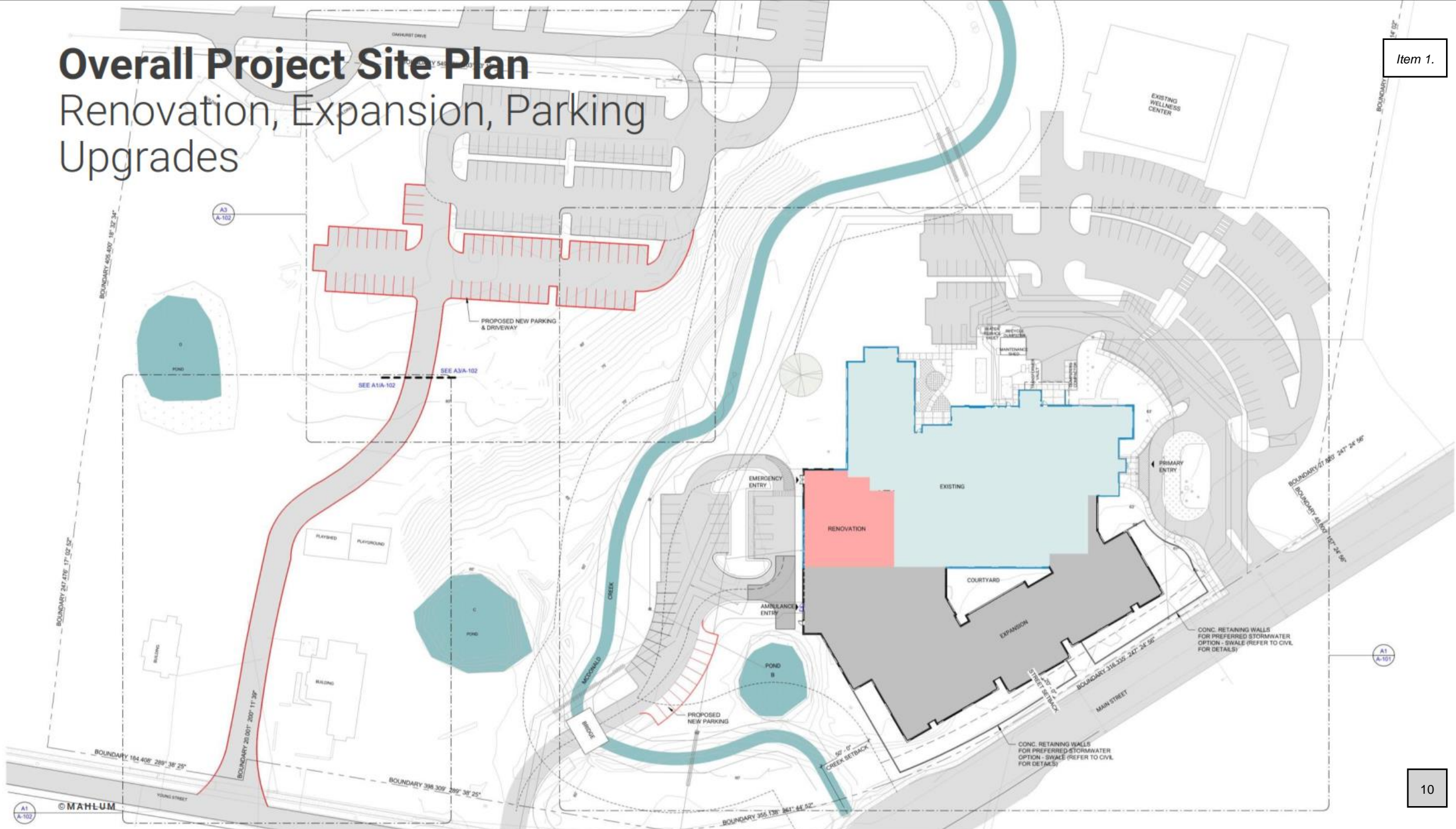




Overall Project Site Plan

Renovation, Expansion, Parking Upgrades

Item 1.









Item 1.



13



Item 1.



Hospital Expansion Cost

- Guaranteed Maximum Price (Total Cost) = \$60 million

Hospital Expansion Financing Options

1. Capital Market (Banks)
2. United States Department of Agriculture (USDA)
 - Direct Loan
 - Guarantee Loan
3. Limited Tax General Obligation (Community Tax)
4. Revenue Bonds
 - Unrated
 - Rated

S&P Bond Rated “BB+” - Public Traded Municipal Bonds

- Definition :

- The reference to “publicly traded” is to Summit Pacific’s revenue bonds, which were sold on November 2, 2023, by Summit Pacific to the underwriter Cain Brothers, a Division of KeyBanc Capital Markets Inc. Under a Purchase Contract with Summit Pacific, Cain Brothers sold the Bonds to investors in the public bond market.

- S & P Rating Definition:

- For long-term ratings, the best grade is AAA, which means that the company is highly likely to meet its financial obligations. The worst is "D," which means the issuer has already defaulted
- S&P Bond rated household names include:
 - Dell Computers (BB+)
 - GoodYear Tires (BB-)
 - Ford (upgraded to “BBB-” 9/23)
 - Netflix (upgraded to “BBB-” 2022)
 - Tesla (upgraded to “BBB-” 2022)
 - Tmobile (upgraded to “BBB-” 2022)

Advantages of Revenue Bond Financing

- No Levy/Bond asked of community in 15 years
- No increase in taxes to community members
- No special price increase to services to support project
- As bond rated status is upgraded in the future, district will have the ability to refinance debt at a lower rate
- Maintaining project start date will create critical/timely services to the community
- Accelerated time-line to construct results in improved patient quality of care, safety, access, reduced risk, SAVES LIVES....

Savings to District Over 30 years for Revenue Bonds vs. Alternative

- No refinance of USDA, maintaining current debt at favorable rates (savings of approximately \$1M per year)
- Refinanced Dougherty loan which had unfavorable rates
- Lower cost of issuance as compared to commercial lenders (savings of up to \$4.2M in closing)
- Achieved a bond rated status (savings of \$400k per year)
- Summit Pacific was able to meet the project start date, avoiding cost inflation impacts related to delay (10% project increase per year)

TOTAL SAVINGS TO DISTRICT = \$70,000,000





2024 Events



Community Events Including:

- Blue Zones
 - ▶ [Facebook: Activate Grays Harbor](#)
 - ▶ [Bluezones.com : Activate Grays Harbor](#)
- Medical Foundation Golf Tournament
- Ride the Harbor for Health – “Tour de Wellness”
- Health Fair / 5k Walk and Run
- Ladies Night Out
- Harbor Lights- Laser Light show
- Summit Fights Hunger



Questions?



McCleary Regular City Council Meeting

Wednesday, August 23, 2023 – 6:30 PM

McCleary Community Center & Zoom Virtual Meeting

Minutes

Call to Order/Flag Salute/Roll Call

A motion to excuse Councilmember Ross was made by Councilmember Iverson and seconded by Councilmember Huff.

Voting Yea: Councilmember Huff, Councilmember Dahl, Councilmember Iverson

Agenda Modifications/Acceptance

A motion was made by Councilmember Huff and seconded by Councilmember Dahl to accept the agenda as published.

Voting Yea: Councilmember Huff, Councilmember Dahl, Councilmember Iverson

Public Hearing

None

1. Signs Ordinance

At 6:35 p.m. Mayor Miller opened a public hearing for consideration of a sign ordinance. Public comment was heard. Jacob Simmons brought up 1st amendment rights. Gary Atkins asked who wrote the Ordinance, if it was Brycen. Chris Coker said he drafted it. Gary also asked what banners fall under. Paul Nott wanted to remind people not to hang signs on the power poles because it is a hazard for the linemen. Councilmember Huff asked to modify for businesses. Chris Coker said if the Council emails him he can modify the Ordinance. This will go back to the Policy Committee. Public Hearing closed at 7:02pm.

Public Comment - Agenda Items Only

April Wright asked to find out the process and procedure for filling the vacant Council Position. Chris Coker stated it's an application process and the City has 90-days to fill it. The candidate needs to be a resident for at least 1 year and also be a registered voter.

Consent Agenda

A motion was made by Councilmember Iverson and seconded by Councilmember Huff to adopt the consent agenda. Councilmember Dahl asked if there were invoices available for the IT purchases included in the Accounts Payables. Chad Bedlington, Public Works Director, stated all invoices are in the binder of materials and Council has been sent a detailed breakdown of the expenses incurred for the IT project.

Motion made by Councilmember Iverson, Seconded by Councilmember Huff.

Voting Yea: Councilmember Huff, Councilmember Dahl, Councilmember Iverson

2. Accounts Payable June 30, 2023 Check Number 52233 totaling \$61,214.39
Accounts Payable July 31, 2023 Check Number 52336 totaling \$295.01
Accounts Payable August 1-15 Check Numbers 52353-52402 including EFT's totaling \$\$151,367.15

Please turn off Cell Phones- Thank you

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3. June 28, 2023 Meeting Minutes

Updates

4. Staff Report - IT Department

Chad Bedlington said the servers are up and running and The City is fully functional. Most of the data that was initially lost has been recovered.

New Business

5. Utility Rate Review – Scope of Work Amendment

Chad Bedlington said we are still looking at this. Staff are looking into our water rate structure for evaluation. We are looking into tiers for people that conserve their water. Chad is asking for Council approval to amend the initial agreement for the additional scope of work which is approximately \$6900.

Motion made by Councilmember Iversen, Seconded by Councilmember Dahl.

Voting Yea: Councilmember Huff, Councilmember Dahl, Councilmember Iversen

6. Memorandum of Understanding – Amendment to the Current IBEW Collective Bargaining Agreement

Chad Bedlington said staff is trying to prep for 2024's budget and he would like to add a Program Manager Position and have had the Policy Committee review the job description. This would be IT and urban planning. Chad said having an IT person on staff is valuable to the City. He got comparables from AWC for the salary range. Councilmember Dahl wants to see the job description and comparables. April Wright asked with the potential utility rate increases and staff not getting cost of living raises, why are we adding an additional position? She votes no for this position.

Councilmember Huff asked to see billable hours from last year for IT to compare it to having an IT person on staff. Huff also doesn't see the urgency on approving this tonight. With a brand new system we should not need as much IT support and we can contract out for bigger projects.

Gary Atkins asked if Tyson was hired to do Code Enforcement and if he was getting paid out of class for IT work. Gary said he didn't think it is fair to ask Tyson to do IT work for free when we paid the prior IT a couple thousand dollars a month.

Monica Reeves asked what the urban planner portion of the job would be doing, she asked if they would be doing grant writing. She wanted to know what the cost savings would be.

7. Council Retreat

Councilmember Huff said he'd like to plan another Council Retreat and is hoping we will have filled the open position before that. Council agreed to move the deadline for the vacant council position to September 15th so they can plan the retreat with the new councilmember. There will be a Budget Hearing on September 20th and the Retreat will be on September 30th.

8. Agenda Format Discussion

Councilmember Huff liked the layout of Aberdeen's Council Agenda. He asked if we could change ours to be more user friendly. He'd like to add financial impacts into our packets and wants to add cover sheets for Agenda items. Jenna Amsbury stated she will provide a template for review.

Old Business

9. Public Records Request Status Update

Jenna Amsbury said Lindsay is on vacation and will meet with her when she comes back on Monday to receive the status.

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10. IT Update - Lost Information, Recovery, Recovery Costs

Chad Bedlington said this was covered earlier in the meeting.

11. Asphalt Update

Chad Bedlington said the City pulled out about 60 tons of asphalt, pipe and concrete and will dispose of the materials. Councilmember Huff asked if the County and Department of Health were notified that we were out there working.

Teri Franklin spoke in regards to the aquifer. She wants us to do a better job of watching out for our water and said we need monitoring wells.

Ordinances and Resolutions

12. Signs Ordinance

No Action

Public Comment - City Business Only

Gary Atkins says the name calling is getting old. We need to work together. I should be able to come here and give my comments without backlash. He wants facts, and will share some. The former Mayor spent a lot of money, the bears for example, the vehicle leases and computer leases. Gary said he thinks Tyson is doing great and should be getting paid out of class for his work. Gary spoke in regards to employees using personal computers for city business. He said the Council shouldn't be allowed to use their personal computer, they should all have one paid for by the City. Gary said we would like a City Administrator to oversee employees and to assist the Mayor.

Kyle Comer asked to put the person running unopposed for Council in the vacant position.

April Wright wanted to recap from a few meeting ago the Mayor said that the debris that was removed was not all due to the paving project, it is from years of dumping. April spoke about the utility rates and asked about public records. She also congratulated Jenna on her new position.

Monica Reeves said thank you for getting all of these items on the agenda. She thinks everyone is asking good questions and this was an engaging meeting.

Jim Wright asked about the unmarked police cars. Chief Patrick said they are allowed by RCW, but are looking at other graphics.

Executive Session

None

Adjourn

Meeting adjourned at 8:40pm

Motion made by Councilmember Iversen, Seconded by Councilmember Huff.

Voting Yea: Councilmember Huff, Councilmember Dahl, Councilmember Iversen

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McCleary Special City Council Meeting

Wednesday, September 13, 2023 – 6:30 PM

Zoom Virtual Meeting & Community Center

Minutes

Call to Order/Flag Salute/Roll Call

Meeting called to order at 6:30 pm by Mayor Miller

PRESENT

Councilmember Brycen Huff

Councilmember Max Ross

Councilmember Andrea Dahl

Councilmember Joy Iversen

Agenda Modifications/Acceptance

A motion was made seconded and passed to approve the agenda as written.

Voting Yea: Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen.

Public Comment

Jacob Simmons asked for a full council to vote to represent the people.

Kyle Comer asked the Mayor if he made the facebook post. He stated that he did.

Consent Agenda

1. Accounts Payable August 16-31, 2023 Ck Numbers 52403-52441 totaling \$38,190.52

A motion was made by Councilmember Huff, seconded by Councilmember Dahl and passed to approve the agenda as written.

Voting Yea: Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Updates

2. Staff Reports - Police, Finance, Public Works, Light & Power and Fire

Fire Captain Andrew Pittman provided additional information on the Fire Department Staff Report. He provided fire call statistics, updates on retirements, and the need for more volunteers. He thanked Councilmember Huff for setting up the National Night Out event in August. He stated there were three suspicious fires in the past week and asked citizens to be vigilant. He discussed life flights and the ability for citizens to get insurance to help with the costs. He asked the Mayor for a meeting to discuss staffing, contracts, equipment and facilities. There was discussion on the burn ban and the permitting process through ORCAA that is available on the City Website.

New Business

3. Interagency Reimbursement Agreement between AOC and City of McCleary. Attorney Chris Coker provided a report on the agreement, noting Grays Harbor District Court would manage the payments from the agreement as the City's court agency.

Motion made by Councilmember Ross, Seconded by Councilmember Iversen to approve the Interagency Agreement.

Voting Yea: Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

4. Council Meeting Schedule Through December 2023. Jenna Amsbury, Clerk-Treasurer, provided a calendar of upcoming holidays and meeting dates, noting November 22, 2023 is the day before Thanksgiving and December 27 is near Christmas. The council discussed meeting dates and schedules.

Motion made by Councilmember Iversen, Seconded by Councilmember Dahl to cancel the regular city council meetings scheduled for November 22, 2023 and December 27, 2023 due to the holidays and add special meetings to November 4 and November 29 for budget meetings.

Voting Yea: Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

5. 2024 Budget Calendar and Hearings. Jenna Amsbury Clerk-Treasurer, presented a calendar of budget meetings and hearings. The dates of October 25, November 8 and November 29 were outlined, and council was in agreement. No motion was necessary, the hearings will be scheduled.

6. Upcoming Grant Applications Discussion. Chad Bedlington, Director of Public Works, provided council with information on a new grant opportunity for making improvements at Beerbower Park. He stated the grant would provide \$77,000 with no match requirement for the basketball and pickleball courts as well as sidewalks around the area that are in need of repair.

Motion made by Councilmember Dahl, Seconded by Councilmember Huff to authorize applying for the grant for park upgrades in the amount of \$77,000.

Voting Yea: Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Old Business

7. Memorandum of Understanding – Amendment to the Current IBEW Collective Bargaining Agreement. Chad Bedlington, Director of Public Works, explained the request to add a job classification to the IBEW bargaining unit of Program Manager, which includes Network Administration and Urban Planning. He stated the position would not be filled unless the council added it to the 2024 budget. He stated by having an in-house person handle the Network/IT issues there would be cost savings instead of outsourcing. With an in-house position there would be daily operational support for staff and less downtime.

Councilmember Huff stated he does not think we need to approve this now, it should be reviewed after the budget. Councilmember Iversen stated the council would still discuss it at budget, this just adds the position as an option. Councilmember Dahl stated she does not agree with the position and thinks it should be outsourced. Councilmember Ross stated that if the council approves the position, Chad could demonstrate the costs for the position and justify the cost during the budget process. The council could then make the decision on whether to fill it or not. Mr. Bedlington stated he can provide estimates for the cost difference. There was discussion on the pay range selected and comparable jobs. No decision or motion was made.

Ordinances and Resolutions

8. Resolution to assign authorized persons for Local Government Investment Pool (LGIP). Jenna Amsbury, Clerk-Treasurer, stated this is an authorization to add herself as the new Clerk-Treasurer to the account and remove the prior Clerk-Treasurer.

Motion made by Councilmember Dahl, Seconded by Councilmember Huff to approve Resolution No. 756 adding Jenna Amsbury, Clerk Treasurer to the LGIP account.

Voting Yea: Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen

Public Comment:

Carrie Comer stated the definition of new business in the handbook states no decisions will be made, but tonight decisions were made under new business. She stated she is trying to learn the process, so she is prepared for action items. Mayor Miller stated it would be reviewed.

Lisa Jo Johnson stated Roberts Rules of Order are not being followed consistently. Mayor you posted from the City of McCleary Facebook Page on McCleary Uncensored regarding budget figures. This is not accurate information, I want to see the audited budget figures. It is not appropriate for information to be shared this way.

Jeff Geer stated he has sat in the council seat and is disappointed in what is happening. He asked to know who the foreman was on the streets job as there was overspray in the catch basins. Would like to know why the council and Mayor is waiting to appoint the vacant council seat there is a person running unopposed for the seat and he should be selected.

Mayor Updates

Mayor Miller provided updates on the industrial park planning with the developer, annexation potential with Mr. Brogan and the Aquifer study.

Council Updates

Councilmember Huff made comments regarding the utility rate increase for 2023. He stated the council went on the staff recommendation of 9% he advocated for 5%. He added that meetings need to be ran consistently.

Adjourn

Meeting adjourned at 7:32pm

Motion made by Councilmember Ross, Seconded by Councilmember Iversen.

Voting Yea: Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Iversen



CITY COUNCIL AGENDA ITEM COVER SHEET

FROM: McCleary Police Department
DATE: 02/21/2024
AGENDA ITEM TITLE: Municipal Contract with Connections

SUMMARY

Connections is a service that provides the required type of interviews and support for incidents involving child victims of sexual abuse. Washington State requires certain training on how, when and where a child is interviewed and supported during an incident that the child is involved in or a victim of. Connections is used by law enforcement throughout Grays Harbor and has the facilities, staff and training to conduct and support the child during this process. Currently, the McCleary Police Department does not have the specialized training, nor facilities to conduct these types of interviews. Connections works with the agencies and those involved and is preferred by the Grays Harbor County Prosecutors Office.

FISCAL IMPACT

\$5000/year, billed quarterly

RECOMMENDATION/ACTION REQUESTED

For Council to approve the Connections Agreement

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this day by and between the **CITY OF MCCLEARY**, a municipal corporation, hereinafter referred to as the “**CITY**”, and the **CONNECTIONS A CENTER FOR HEALTH FAMILIES** hereinafter referred to as the “**AGENCY**”.

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the **CITY** desires to have certain services performed, as hereinafter set forth, requiring specialized skills and other support 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 services set forth in this contract;

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

1. **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** agrees to provide child assault criminal investigation consultation when requested, forensic child victim interviews when requested, training to law enforcement personnel when requested, full case investigations when requested, suspect interviews when requested, investigation related documentation and reports, court related testimony and child and family support services.

2. **REPORTING REQUIREMENTS.** The **AGENCY** shall submit periodic reports as required by the **CITY**, which may include, but not be limited to, a fiscal year, revenue and expenditure report, and final evaluation report.

3. **DURATION OF AGREEMENT.** The effective date of this Agreement shall be **January 1, 2024** and shall terminate on **December 31, 2024**. The Agreement may be extended or amended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

4. **COMPENSATION AND METHOD OF PAYMENT.** The **CITY** shall compensate the **AGENCY** for the services performed under this Agreement in an amount of **\$5,000** payable in one annual or in four quarterly installments. *The AGENCY will provide up to 87 hours, (approximately 16 interviews) of service for this fee.*

5. **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 CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

6. **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, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

7. **NON-DISCRIMINATION.** AGENCY agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, national origin, marital status, sex, age, or disability except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rates of pay or other forms of compensation, selection for training, or rendition of services. During the performance of this agreement AGENCY shall comply with federal and state nondiscrimination statutes and regulations, including the Americans with Disabilities Act of 1990, as amended.

8. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been *mutually negotiated* by the parties. The *provisions* of this section shall survive the expiration or termination of this Agreement.

9. **TERMINATION.** If the AGENCY fails to comply with the terms and conditions of this Agreement, the CITY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement. Either party may terminate this Agreement upon giving 30 days notice in writing of intent to terminate.

10. **RECAPTURE OF FUNDS.** In the event that the AGENCY fails to expend funds under this Agreement in accordance with State law, or Federal law where applicable, and/or the provisions of this Agreement, or fails to perform any and all tasks

under this Agreement, the CITY reserves the right to recapture CITY funds in an amount equivalent to the extent of the noncompliance.

Such right of recapture shall exist for a period not to exceed three (3) years following contract termination.

11. **NOTICE AND CONTRACT ADMINISTRATION.** The contract administrator for the CITY for this Agreement shall be the **Chief of Police**. Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

CITY: CITY OF MCCLEARY
POLICE DEPARTMENT
100 S 3rd St
McCleary WA. 98557

Attention: **Chief Patrick**

AGENCY: CONNECTIONS A CENTER FOR HEALTHY FAMILIES
514 Broadway Avenue East
Montesano, WA 98563
Attention: **Sue Bucy, Executive Director**

Either party may change the addresses above specified hereto by giving written notice thereof to the other pursuant to this paragraph.

12. **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.

DATED: _____

CONNECTIONS, A CENTER FOR HEALTH FAMILIES

By _____
Sonnya Wilkins, Board President

By _____
Chris Miller, Mayor



CITY COUNCIL AGENDA ITEM COVER SHEET

FROM: Chad Bedlington, Director of Public Works

DATE: February 28, 2024

AGENDA ITEM TITLE: Information Technologies (IT) Project Update (Amended 02/26/24)

SUMMARY

City staff has continued to look for improved opportunities to self-serve and provide limited external I.T. services. With that effort, it has been determined that the lowest cost alternative is to provide a highbred service model that provides day-to-day Network Administrative and desktop support to be performed by existing, qualified, in-house personnel. This conclusion was made based on an updated cost-benefit analysis that is attached. That analysis showed savings of up to \$76,800/year if the city does not try to exclusively utilize an outside vendor for I.T. services that will typically amount to about 10 hours per week once the implementation project is completed, but with a significantly higher cost of service than budgeted. The attached cost analysis covers the hours needed for City staff to complete the initial I.T. implementation strategy for our server and support systems and software. Further, it is the opinion of staff that there are several security elements to supported departments (specifically Police) that require extensive background checks and clearances to support the data acquisition and management that may not be approved utilizing a third-party vendor. These are all driving forces to consider in-house services as our best alternative to support City operations across the board.

The City has worked with the International Brotherhood of Electrical Workers (IBEW) union to amend the existing Collective Bargaining Agreement (CBA) via a Memorandum of Understanding (MOU) to establish an out-of-class position of I.T. Network Administrator and establish guidelines for administration of any out-of-class work. The proposed MOU is attached for Council consideration. By approving this option, the City feels that it can provide the most cost effective and responsive option to perform the functions needed to support City staff and the public at significant potential cost savings. At this time, the proposed additional position class should also be considered limited term for only the remainder of the existing IBEW contract ending in December 2025.

FISCAL IMPACT

By not exclusively outsourcing I.T. services, the City can save a minimum of \$42,800/year when compared to the recent cost proposals received from our vendor. It is anticipated that the average annual cost to the City to have I.T. functions conducted internally is between \$10,000 and \$11,200 a year. The current anticipated I.T. budget for outsourced work for 2024 is \$54,000, which can be significantly reduced if functions are completed internally.

RECOMMENDATION/ACTION REQUESTED

Approve the IBEW MOU whereby allowing the conditional addition of an I.T. Network Administrator to the CBA and allow for part-time out-of-class services in accordance with the modifications to the CBA.

2024 IT Services Proposals

Professional Service Lines Approved in Budget	Current Budget for outsource	Percentage split per fund		New Budget for outsource - Aktivov	increase to each fund		New Cost for Inhouse Support	Budget for in house time out of class est. at 540 hours in 2024	decrease to each fund
							540 hours out of class		
Current Expense - Admin	\$ 5,000.00	9.26%		\$ 8,148.15	\$ 3,148.15			\$ 1,037.04	\$ 3,962.96
Current Expense- Police	\$ 10,000.00	18.52%		\$ 16,296.30	\$ 6,296.30			\$ 2,074.07	\$ 7,925.93
Light and Power	\$ 15,000.00	27.78%		\$ 24,444.44	\$ 9,444.44			\$ 3,111.11	\$ 11,888.89
Water	\$ 10,000.00	18.52%		\$ 16,296.30	\$ 6,296.30			\$ 2,074.07	\$ 7,925.93
Sewer	\$ 12,000.00	22.22%		\$ 19,555.56	\$ 7,555.56			\$ 2,488.89	\$ 9,511.11
Storm	\$ 2,000.00	3.70%		\$ 3,259.26	\$ 1,259.26			\$ 414.81	\$ 1,585.19
TOTAL	\$ 54,000.00			\$ 88,000.00	\$ 34,000.00		\$ 11,200.00	\$ 11,200.00	\$ 42,800.00
									savings to all funds

Original Budget \$ 54,000.00
 Proposed New Scope of Work Cost - Aktivov \$ 88,000.00
 Proposed cost for Internal out of Class \$ 11,200.00

Decrease to the budget for in house as current \$ 42,800.00
 Decrease to budget with new Aktivov Scope \$ 76,800.00

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF McCLEARY, WA

AND THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 77

This Memorandum of Understanding is entered into by the City of McCleary, WA (City) and the International Brotherhood of Electrical Workers Local No. 77 (IBEW), with the intent to allow proper communication between the parties listed above and in accordance with Article 8 Employee Compensation within the Collective Bargaining Agreement.

In 2023, the parties bargained and signed a Collective Bargaining Agreement with a term of January 1, 2023 to December 31, 2025. Wage tables are outlined with this Agreement for represented union positions. It is the desire of the City and IBEW to amend an additional job classification to the wage tables beginning in 2023 and be added into the Collective Bargaining Agreement. Wages for the position have been bargained between both parties in good faith and based on a mutual review of position market conditions.

It is also the desire of the City and IBEW to amend existing language in article 8.9 of the Collective Bargaining Agreement. The amendment is being sought to expand and correct the language contained within article 8.9 for Out of Class Premium, and to allow for appropriate compensation for employees working out of class.

Therefore, it is mutually agreed by the parties, that the current Agreement is amended as follows:

- **A new position class of "IT Network Administrator" is hereby added to the 2024 and 2025 wage tables of the Collective Bargaining Agreement as attached. This position is added on a trial basis's spanning the current contract period.**
- **Modification of existing language within article 8.9 to read as follows: "Out of Class Premium – Any employee assigned by the employer to work out of classification within the bargaining unit shall be paid at the higher classification rate of pay. If the employee is within a step progression position, compensation shall be paid at the same step they are currently in for their classification in the higher classification scale for each hour worked out of class. If an employee is assigned to perform work outside of the bargaining unit equal to an existing exempt position, the employee will receive compensation at the rate of 15% above their current hourly rate for all hours worked out of class. The power and light crew will receive the appropriate rate of pay after four (4) hours worked out of class."**

Be it further agreed that the parties represent that any and all bargaining obligations concerning the matters expressed herein have been fulfilled. Additionally, that this Memorandum of Understanding shall be pursuant to the terms of Article 14 Grievance Procedures, should there be any dispute regarding the interpretation and/or application of this memorandum.

Agreed to by Chris Miller
Mayor

Jason Trotter, Business Agent
IBEW Local No. 77

Jenna Amsbury
Clerk Treasurer

Rex Habner, Business Manager
IBEW Local No. 77

2024 Wage Table (4% Increase over the 2023 wage scale)

OTHER REPRESENTED POSITIONS

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Office Clerk	No Change					
Public Works Planning Assistant	No Change					
Utility Accounts Manager	No Change					
Building Official	No Change					
Deputy City Clerk Treasurer	No Change					
IT Network Administrator	\$7,343	\$7,602	\$7,860	\$8,119	\$8,377	\$8,636

2025 Wage Table (3% Increase over the 2024 wage scale)

OTHER REPRESENTED POSITIONS

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Office Clerk	No Change					
Public Works Planning Assistant	No Change					
Utility Accounts Manager	No Change					
Building Official	No Change					
Deputy City Clerk Treasurer	No Change					
IT Network Administrator	\$7,563	\$7830	\$8,096	\$8,362	\$8,629	\$8,895