

CITY COUNCIL AGENDA

15728 Main Street, Mill Creek, WA 98012 (425) 745-1891



Pam Pruitt, Mayor • Brian Holtzclaw, Mayor Pro Tem
Mark Bond • Mike Todd • Vince Cavaleri • Jared Mead • John Steckler

Regular meetings of the Mill Creek City Council shall be held on the first, second and fourth Tuesdays of each month commencing at 6:00 p.m. in the Mill Creek Council Chambers located at 15728 Main Street, Mill Creek, Washington. Your participation and interest in these meetings are encouraged and very much appreciated. We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the office of the Acting City Clerk at (425) 921-5725 three days prior to the meeting.

The City Council may consider and act on any matter called to its attention at such meetings, whether or not specified on the agenda for said meeting. Participation by members of the audience will be allowed as set forth on the meeting agenda or as determined by the Mayor or the City Council.

To comment on subjects listed on or not on the agenda, ask to be recognized during the Audience Communication portion of the agenda. Please stand at the podium and state your name and address for the official record. Please limit your comments to the specific item under discussion. Time limitations shall be at the discretion of the Mayor or City Council.

Study sessions of the Mill Creek City Council may be held as part of any regular or special meeting. Study sessions are informal, and are typically used by the City Council to receive reports and presentations, review and evaluate complex matters, and/or engage in preliminary analysis of City issues or City Council business.

Next Ordinance No. 2018-826

Next Resolution No. 2018-572

**February 27, 2018
City Council Meeting
6:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE COMMUNICATION

- A. Public comment on items on or not on the agenda

PRESENTATIONS

- B. Employee Milestone Presentation
(*Rebecca C. Polizzotto, City Manager*)

STUDY SESSION

- C. Long Term Strategic Planning:
- Fiscal Responsibility
 - Community Preservation

- Civic Pride

NEW BUSINESS

- D. 2018 AWC Center for Quality Communities Scholarship Nomination
(City Council Selection Committee)
- E. Surface Water Capital Program Development - Professional Services Contract
(Rebecca C. Polizzotto, City Manager)
- F. Collecting Bargaining Agreement Between the City of Mill Creek and the Mill Creek Police Officers' Guild for the Period January 1, 2018 - December 31, 2020
(Rebecca C. Polizzotto, City Manager)
- G. Fire and Emergency Medical Services Agreement Between the City of Mill Creek and Snohomish County Fire District No. 7
(Rebecca C. Polizzotto, City Manager)

CONSENT AGENDA

- H. Approval of Checks #58188 through #58271 and ACH Wire Transfers in the Amount of \$184,612.51
(Audit Committee: Mayor Pro Tem Holtzclaw and Councilmember Cavaleri)
- I. Payroll and Benefit ACH Payments in the Amount of \$211,459.31
(Audit Committee: Mayor Pro Tem Holtzclaw and Councilmember Cavaleri)

REPORTS

- J. Mayor/Council
- K. City Manager
 - Legislative Summary
 - Labor Management Minutes
 - Council Planning Schedule

AUDIENCE COMMUNICATION

- L. Public comment on items on or not on the agenda

ADJOURNMENT

Agenda Item # C

Meeting Date: February 27, 2018

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: PRESENTATION: LONG TERM STRATEGIC PLANNING**PROPOSED MOTION: N/A****KEY FACTS AND INFORMATION SUMMARY:**

The Government Finance Officers Association recommends that all governmental entities use some form of strategic planning to provide a long-term perspective for service delivery and budgeting, thus establishing logical links between authorized spending and broad organizational goals.

In his management book *The Dance of Change*, management author Peter Senge, references the importance for organizations to deliberately manage their future. Unfortunately, managing the future often comes head to head with the pressure of the immediate day-to-day management needs of the organization.

The need to get critical day-to-day management issues handled is important to every organization. This drive to get things done can at times overshadow the need to think and act strategically on the future of the organization. How does an organization find balance?

The key is to develop a strategic plan that is integrated into the business systems of the organization. The strategic plan should be integrated into the City's business practices by linking the Council's agenda (goals), budget, other approved plans (e.g., Capital Improvement Plan, Comprehensive Plan), departmental work plans and any current and/or newly developed performance measures into the plan.

Integrated strategic planning creates a balance that aligns both the City's financial and human capital to focus on achieving strategic goals and objectives.

The City began integrated strategic planning in 2016 with development and implementation of the City's *Guiding Principles*. At the Council's February 13, 2018 meeting, the City Manager presented an overview of the integrated strategic planning process and described the next steps in the process as the City continues to develop a long term strategic plan.

At its February 27 meeting, the Council, City Manager and Leadership Team will engage in the first of three "brainstorming" sessions in order to begin to identify those priorities, projects and initiatives to be accomplished over the next several years. This work will ultimately generate a long term strategic plan that will link the Council's goals, budget, other approved plans, departmental work plans and any current and/or newly developed performance measures into the plan.

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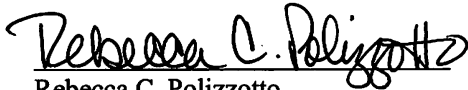
At its February 27 meeting, the Council, City Manager and Leadership Team will focus on the areas of Fiscal Responsibility, Community Preservation and Civic Pride utilizing the attached workbook.

CITY MANAGER RECOMMENDATION: N/A

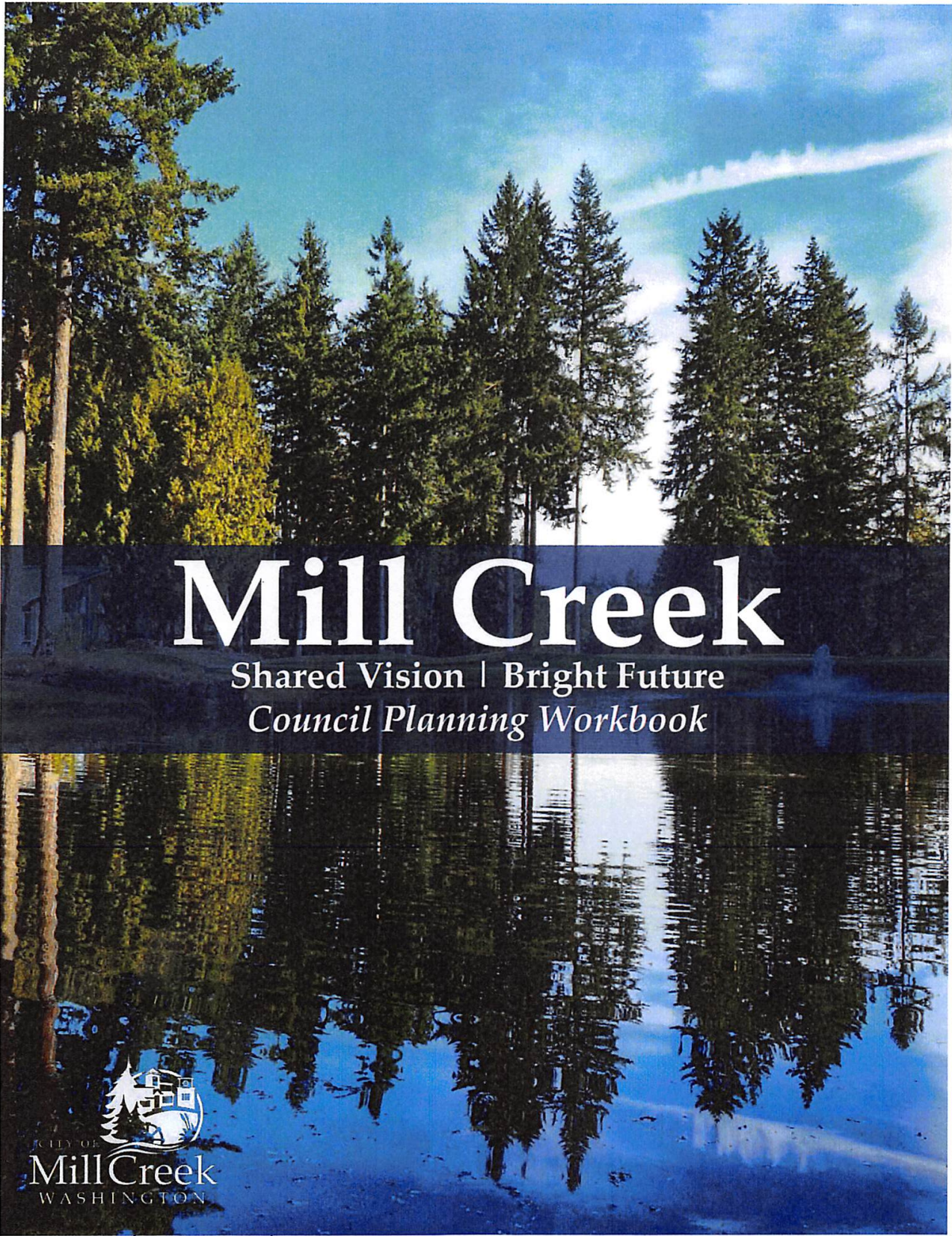
ATTACHMENTS:

- Planning Workbook

Respectfully Submitted:



Rebecca C. Polizzotto
City Manager



Goal 1: Fiscal Responsibility

To responsibly manage the City's financial resources to provide quality public services, cultivate economic prosperity, and maintain a sustainable budget.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Avoid deficit spending; ability to withstand economic downturns; ability to finance long-term needs.

SAMPLE

Council Priorities

Strategic Objectives

1. Develop, adopt and implement a long-term fiscal management plan and accompanying policies as needed.

2. Institute data analysis and performance management systems.

3. Implement linkage between budget and strategic planning

4. Complete comprehensive fee and rate studies.

Purpose

1. To ensure financial resources are available in the long term.

2. To identify financial trends that impact the City and take appropriate proactive measures.

3. To ensure the City's strategies are integrated into its business practices.

4. To ensure services are supported by the appropriate fee and rate structure and lessen the overall tax burden.

Goal 1: Fiscal Responsibility

To responsibly manage the City's financial resources to provide quality public services, cultivate economic prosperity, and maintain a sustainable budget.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

1. _____ _____ _____ _____
2. _____ _____ _____ _____
3. _____ _____ _____ _____
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1. _____ _____ _____ _____
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Goal 2: Community Preservation

To support the development, maintenance and revitalization of public and private property to ensure the continuation of Mill Creek as a safe, clean and well maintained community.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 3: Civic Pride

To achieve strong community spirit by promoting active civic participation, public-private partnerships and transparency in government.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

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Purpose

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Goal 4: Customer Service

To provide excellent service to all who interact with the City by recruiting, training and retaining a skilled, innovative and dynamic workforce.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 5: Recreational Opportunities

To facilitate diverse recreational opportunities for people of all ages.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 6: Public Safety

To protect the life, health and property of residents, visitors and businesses through the delivery of community focused public safety services.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 7: Economic Prosperity

To engage in proactive economic development efforts that result in a robust local economy and position the City as a destination of choice.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 8: Leadership

To influence regional, state and national matters impacting our community through the engagement of staff and elected officials.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 9: Long Term Planning

To maintain the City's special community character by carefully evaluating future opportunities for short and long term benefits in order to protect land use, infrastructure, economic development and service delivery standards.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Agenda Item # D

Meeting Date: February 27, 2018

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: 2018 AWC CENTER FOR QUALITY COMMUNITIES SCHOLARSHIP NOMINATION

PROPOSED MOTION:

Motion to select _____ to represent the City of Mill Creek in the statewide AWC Center for Quality Communities Scholarship selection process and receive a \$500 local monetary award for being selected as the City of Mill Creek 2018 nominee.

KEY FACTS AND INFORMATION SUMMARY:

The AWC Center for Quality Communities promotes municipal leadership development and civic engagement. The Center’s annual scholarship supports senior high school students who are actively engaged with their community and/or city government and want to pursue post-secondary education.

Scholarship Structure: Six \$1,000 scholarships will be awarded to high school students statewide who plan to pursue a post-secondary degree in fall 2018.

Student Applicant Eligibility:

- Involved (or have been involved) with a city government and/or significant school leadership activity;
- Eligible to graduate from high school, complete home school or receive a GED in Spring/Summer 2018;
- Live within the City limits of Mill Creek;
- Plan to continue education in the 2018-2019 academic year at an accredited college, community college or trade school on a half-time or more basis; and
- Complete and submit the Quality Communities scholarship application, a personal essay and one letter of recommendation by Friday, February 9, 2018.

The City of Mill Creek has participated in this scholarship opportunity since 2015. The City’s nominees for 2015 and 2017 were each awarded one of the six statewide scholarships.

The application was made available online and promoted through local news media and the City’s social media channels. The application information was also distributed to Archbishop Murphy High School, Jackson High School and to the Mill Creek Youth Advisory Board members. Below is a chronological list of these marketing and communication efforts:

January 8	City sent press release and posted information on City website
January 9	Information sent to Archbishop Murphy High School
January 9	Information sent to Jackson High School ASB – school announced weekly
January 10	Announcement made at Youth Advisory Board Meeting
January 11	City Instagram post

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January 12	Article in Mill Creek View
January 13	Article in News of Mill Creek Online
January 16	City Instagram post
January 17	City Twitter post
January 18	City Facebook post
January 19	Article in Mill Creek Beacon
January 26	City Facebook post
February 7	Announcement made at Youth Advisory Board Meeting

From the marketing efforts above, two qualified applications were received for consideration. The selection committee consists of Mill Creek Councilmembers Mike Todd and John Steckler.

CITY MANAGER RECOMMENDATION: N/A

ATTACHMENTS:

- N/A

Respectfully Submitted:



Rebecca C. Polizzotto
City Manager



Agenda Item # E
Meeting Date: **February 27, 2018**

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

**AGENDA ITEM: SURFACE WATER CAPITAL PROGRAM DEVELOPMENT
(PROFESSIONAL SERVICES CONTRACT)**

PROPOSED MOTION: Motion to authorize the City Manager to execute a contract for professional services with Perteet, Inc. in an amount not to exceed \$132,252.00.

KEY FACTS AND INFORMATION SUMMARY:

According to the City of Mill Creek's Comprehensive Plan, the City owns and is responsible for maintaining approximately 50 miles (264,000 LF) of surface water pipes. This infrastructure is aging and needs to be inspected, evaluated and scheduled for replacement as needed. To do this, the City needs to develop a Surface Water Capital Program that can be integrated into the City's larger six year Capital Improvement Program (CIP). Staff has approached the development of a Surface Water Capital Program through use of best practices in project management.

Staff recommends developing a Surface Water Capital Program that will first focus on larger infrastructure. That is, storm water pipes with a minimum 18 inch diameter whose potential failure could have a negative effect on life, property or a combination of both. This represents a total of 35,800 LF (fourteen percent) of the total surface water pipe infrastructure in the City of Mill Creek.

This Program will be developed by: (1) utilizing video (data) previously collected by staff; (2) obtaining video of pipes not previously addressed; and (3) identifying prioritization criteria. Again, the purpose of this Surface Water Capital Program is to identify projects for Council consideration and public input that will ultimately be programmed in the City's Capital Improvement Program (CIP).

Below is a summary of the professional services included in the proposed contract:

- Review an existing backlog of storm pipe Closed Circuit Television (CCTV) videos. Beginning in 2012, the City hired consultants to produce CCTV videos of surface water pipes in various locations. Approximately 70,000LF of pipe has been videotaped to date. However, only 14,000 LF are 18 inches or larger in diameter. The Surface Water Capital Program will utilize previously collected data.
- Collect storm pipe CCTV videos for pipe 18 inches or larger in diameter that have not yet been inspected (approximately 21,800 LF)
- Analysis of CCTV videos for pipe failures and/or other repairs including recommended action and rough order of magnitude cost estimate.
- Prioritization criteria and "bundle strategy" (projects). In collaboration with City staff, develop prioritization criteria and identify capital projects for scoping and cost estimating. Based on current data available, staff believes there will be approximately 10 "project bundles" to be developed for Council consideration.

Surface water project integration into the City's Capital Improvement Program (CIP) will take into consideration available funding, the condition of other City infrastructure and upgrades programmed by utility companies such as Puget Sound Energy, Snohomish PUD, Alderwood Water District and Silver Lake Water District.

Perteet's fee for this proposed professional services contract is in an amount not to exceed \$132,252. This fee will be partially covered by a recently awarded Department of Ecology Water Quality Storm Water Capacity Grant in the amount of \$50,000 (Attachment B). The grant covers inspection and maintenance of a municipal separate storm sewer system (MS4). Staff has confirmed the grant funds are applicable to the project and staff has executed all paperwork necessary to access the funds.

Separate from this contract, the City plans to conduct an analysis of the City's Surface Water Utility rate. As a proprietary fund, the Surface Water Program is funded by surface water fees.


CITY MANAGER RECOMMENDATION:

In order to proceed with the timely development of a Storm Water Capital Improvement Plan, the City Manager recommends the City Council authorize the City Manager to execute a contract with Perteet, Inc., in an amount not to exceed \$132,252.

ATTACHMENTS:

- City of Mill Creek Contract for Professional Services

Respectfully Submitted:


Rebecca C. Polizzotto
City Manager

CONTRACT 2018

**CITY OF MILL CREEK
CONTRACT FOR PROFESSIONAL SERVICES
[ARCHITECT-ENGINEER SERVICES]**

1. Parties

1.1 THIS AGREEMENT is made and entered into by and between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington, 98012, a Washington municipal corporation (the "City") and Pertect, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 2707 Colby Ave., Suite 900, Everett, WA 98201 ("Consultant") (collectively at times referred to as "Parties"), and shall be effective upon the authorized signatures of both Parties to this Agreement ("Effective Date").

2. Recitals

2.1 The City desires to retain the Consultant to perform certain professional design services related to the Mill Creek Storm Pipe Assessment (the "Project").

2.2 The City solicited for professional services as required by law, including RCW Chapter 39.80.

2.3 The Consultant represents it is available and able to provide qualified personnel and facilities necessary to accomplish the work and services contemplated herein within the required time and in accordance with the City's requirements and professional standards.

In consideration of the mutual benefits and promises of this Agreement, the Parties enter into this Agreement on the terms and conditions set forth herein.

3. Scope of Work

3.1 The City hereby retains the Consultant upon the terms and conditions contained herein to perform certain work and services on the Project. The work and services for the Project to be performed by the Consultant are set forth in the Scope of Work, **Exhibit A**, attached hereto and incorporated herein by this reference (the "Work").

3.2 The City has relied upon the qualifications of the Consultant in entering into this Agreement. By execution of the Agreement, Consultant represents it possesses the ability, skill, and resources necessary to perform the Work and is familiar with all applicable current laws, rules, and regulations that reasonably relate to the Work.

3.3 It shall be the responsibility of the Consultant to gather and become familiar with all site information, including existing improvements, before starting and during completion of the Work. The City may make available to the Consultant copies of as-built plans, drawings, survey notes, studies, soil reports, maintenance and performance records, and other relevant data, and

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property descriptions of various City facilities related to the Project, if any, which are readily available and on file at the City. If provided, these documents are solely for additional information to the Consultant and do not relieve the Consultant of its duties and obligations under this Agreement nor do they constitute any representation or warranty by the City as to conditions or other matters related to the Project.

3.4 Consultant shall take all precautions reasonably necessary to perform the Work and shall be responsible for the safety of its employees, agents and subconsultants in the performance of the Work.

3.5 Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the Work, the Work must meet the approval of City and shall be subject to City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

4. Period of Performance

4.1 Completion Date. Consultant shall commence the Work upon the City's issuance of the notice to proceed and shall complete all Work no later than October 31, 2018 ("Completion Date"), unless extended or terminated earlier by the City pursuant to the terms and conditions of this Agreement. The "Period of Performance" is the period of time between the Effective Date and the Completion Date.

4.2 Project Schedule. The general Project Schedule is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Time is of the essence for the Project.

4.3 Time Extensions. The Total Price, Period of Performance, and task budgets shall not be increased because of any unwarranted delays or costs attributable to the Consultant. In the event of a delay not attributable to the Consultant that could not be reasonably anticipated and results in an increase in costs to perform the Work, the City may at its discretion, through the execution of an amendment, increase the Total Price, Period of Performance, and/or task budget.

5. Administration and Supervision

5.1 City. The City Engineer or its designee (who shall be designated in writing by the City) shall perform day-to-day management of this Agreement. Unless otherwise indicated in writing by the City Manager or its designee, the City Engineer will issue notices to proceed, approve all requests for payment, authorize termination or modification of tasks, and approve in writing changes to the task budgets outlined in the Cost Summary, **Exhibit C**, attached hereto and incorporated herein by this reference, provided that such changes do not impact the Total Price or the Period of Performance. The City Engineer will also be responsible for determining when the Consultant has satisfactorily performed all Work and for ensuring that the Consultant complies with all provisions of this Agreement.

5.2 Consultant. The Consultant represents that it has, or will obtain, all personnel necessary to perform the Work and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by laws and regulations to perform the Work. All services required

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under this Agreement shall be performed by the Consultant, its employees, or by subconsultants whose selection has been authorized by the City; provided that the City's authorization shall not relieve the Consultant or its subconsultants from any duties or obligations under this Agreement or at law to perform the Work in a satisfactory and competent manner. Consultant shall ensure that all contractual duties, requirements and obligations that the Consultant owes to the City shall also be owed to the City by the Consultant's subconsultants retained to perform the Work.

5.2.1 Authorized Subconsultants. The Agreement shall identify in the Key Subconsultant List, **Exhibit D**, attached hereto and incorporated herein by this reference, the subconsultants that are authorized to perform Work under this Agreement, or shall state that there are no subconsultants.

5.2.2 Process for Adding or Removing Key Subconsultants

5.2.2.1 If during the term of this Agreement, the Consultant wishes to add or remove a key subconsultant as identified in the Key Subconsultant List, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.2.2 The City has sole discretion to approve or reject a proposed change in a key subconsultant. Before any key subconsultant not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3 Process for Adding or Removing Key Personnel

5.2.3.1 If during the term of this Agreement, the Consultant wishes to add or remove key personnel as identified in the Key Personnel List, **Exhibit E**, attached hereto and incorporated herein by this reference, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.3.2 The City has sole discretion to approve or reject a proposed change in any key personnel. Before any key personnel not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3.3 If a change is made substituting or changing assigned key personnel or subconsultants, the Consultant shall pay any and all costs associated therewith, including "Transfer of Knowledge and Information." Transfer of Knowledge and Information shall include all time, labor hours, and costs for reviewing Project documentation, participating in meetings with Project personnel, and participating in site visits to familiarize the person or subconsultant with the Project, the Work, and the Project location(s).

5.2.4 City May Request Removal of Subconsultant or Personnel. The Consultant shall remove from the Project any personnel or subconsultant, including key personnel or key subconsultants if, after the matter has been duly considered by the City and the Consultant, the City considers such removal appropriate or necessary and in the best interests of the Project and so advises the Consultant in writing.

5.3 Nondiscrimination. In all hiring or employment decisions arising from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual orientation, political ideology, veteran or military status, genetic information, family medical history, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement because of any of the protected characteristics identified above.

6. Changes in Work

6.1 The City may at any time direct the Consultant to make additions within the general scope of the Work, delete portions of the Project, or revise portions of the Work. Any direction from the City that results in an increase or decrease in the Scope of Work or Project Schedule, changes the Total Price or Period of Performance, or changes affecting the Scope of Work and Total Price for the Project shall be made only by an amendment to this Agreement prior to the work being performed. Subject to Section 6.2 below, the City Manager is the only authorized City representative who may sign such amendments.

6.2 Changes described in Section 6.1 above may be made in writing by the City Engineer if such changes individually, and cumulatively as to all such changes for the Project, do not increase the Total Price specified in Section 10.1.

6.3 In the event the Consultant identifies something that may materially impact the Scope of Work, Project Schedule, and/or Total Price, Consultant shall immediately inform the City Engineer.

7. Responsibility of the Consultant

7.1 Standard of Care

7.1.1 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of the Work and all plans, designs, drawings, specifications, reports, and other services prepared or performed pursuant to this Agreement. Consultant shall exercise the degree of care skill and diligence normally employed by professional consultants engaged in the same profession, and performing the same or similar services at the time such services are performed. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Work. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or specific breaches of a contractual obligation in the Work or any plans, designs, drawings, specifications, reports, and other services performed under this Agreement.

7.1.2 The City's acceptance of any portion of the Work, or any plans, drawings, designs, specifications, reports, and other products of the professional services rendered hereunder

shall not in any way relieve the Consultant of responsibility for the adequacy and accuracy thereof. The City's review, approval, acceptance of, or payment for all or any of the Work, shall not be construed nor shall it operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.3 The Consultant shall be knowledgeable and familiar with the current edition of the City's Contract Documents (available from the City), and the current edition of WSDOT Standard Specifications for Roads, Bridges and Municipal Construction. All technical specifications drafted by the Consultant shall be consistent with these documents and shall not create any conflict therewith.

7.1.4 The Consultant shall promptly bring to the City's attention all concerns that the Consultant has regarding the Work, design or any finding, conclusions, or final decisions made by the City. The Consultant shall, at the City's request, provide the City with a written evaluation of its concerns, along with proposed solutions to any identified problems.

7.2 Maintenance of Project Documentation

7.2.1 Upon request by the City Engineer, the Consultant shall provide the City with access to all documents and correspondence, including e-mail communications, memoranda, computer files, and all other materials prepared or used in performance of the Work.

7.2.2 The Consultant acknowledges that information and documentation submitted to the City will in all likelihood be considered a public record in accordance with the Revised Code of Washington and may not be exempt from disclosure under the Washington State Public Disclosure Act.

7.2.3 The Consultant acknowledges that unauthorized disclosure of information or documentation concerning this Project may cause substantial economic loss or harm to the City. Except as otherwise required by court order or subpoena, the Consultant shall not without prior written authorization by the City Engineer allow the release, dissemination, distribution, sharing, copying, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Agreement.

8. Deliverables

8.1 In the performance of this Agreement, the Consultant shall to the extent practicable prepare a design that provides for maximum use of structures, machines, products, materials, construction methods, and equipment that are readily available through competitive procurement, through standard or proven production techniques, methods, and processes, or comprise standard material or products identified by the City.

8.2 The Consultant shall not produce a design that would require the use of structures, machines, products, materials, construction methods, equipment, or processes which the Consultant knows to be available only from a single source, unless the Consultant has first provided a written justification for the use of a single source and the City concurs.

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8.3 The Consultant shall not produce a design that would be restrictive or is written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements (other than those based upon performance), unless such requirements are necessary to test or demonstrate a specific thing, or to provide for necessary interchangeability of parts and equipment, in which case the Consultant shall first provide a written justification for the use of such design or specification and the City concurs.

8.4 When one or more brand names or trade names of comparable quality or utility are listed the words "or approved equal" shall follow the brand name(s) and the salient characteristics shall be identified.

9. Commencement and Monthly Reports

9.1 Notice to Proceed. After execution of this Agreement by the City and the Consultant, the City will issue a written notice to proceed on the Project and may issue written notice(s) to proceed on specific tasks thereof if necessary to produce specified work products. Upon receipt of a notice to proceed, the Consultant shall promptly commence work.

9.2 Monthly Reports. Unless otherwise stated in the Scope of Work, the Consultant shall submit to the City Engineer with each invoice a monthly report in a format approved by the City Engineer sufficient to show the activities completed and the Project progress as measured against the Project Schedule and Cost Summary. At a minimum the monthly report shall identify work completed, costs incurred, budget status (budget vs. estimated balance to complete), amendments, project schedule, any variance between planned vs. actual Project performance, all issues that may result in completion of any task beyond the established schedule or task budget, and all issues that may result in an increase in Total Price.

10. Compensation

10.1 The City will pay the Consultant for authorized and satisfactorily completed Work in accordance with the terms of this Agreement. Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and the rate(s) and for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals all as specified in the Cost Summary. In no event, however, shall the total cumulative payment(s) paid by the City exceed the sum of One Hundred Thirty-Two Thousand Two Hundred Fifty-Two Dollars (\$132,252.00), including applicable state taxes ("Total Price"). The Total Price is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from City in the form of a negotiated and executed amendment.

10.2 Invoice Process. The Consultant shall submit to the City Engineer an invoice for payment for Work once per month. The invoice shall identify the Work completed since the previous invoice, and shall be computed pursuant to this Agreement. The invoice may be combined with the monthly report specified in Section 9.2.

10.2.1 Invoice Details. Invoices shall detail the Work by task, hours, and employee name and level for which payment is being requested; include copies of all invoices from

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authorized subconsultants and suppliers for which payment is being requested; and shall itemize, and include copies of, receipts and invoices for all other direct costs.

10.2.2 Maximum Amount. At no time shall the total cumulative amounts paid for the Work (calculated as a percentage of the Total Price) exceed the Total Price or the amount that would be due based on the percentage of the Work satisfactorily completed as determined by the City.

10.2.3 Payment. Upon acceptance by the City of the invoiced Work, which acceptance shall not be unreasonably withheld, Consultant shall be compensated in accordance with the City's usual procedures. In the event of a disputed invoice, the City may pay the undisputed amounts and withhold from payment the disputed portion of the invoice.

10.3 Final Payment. Final payment to the Consultant for the Work will be made in accordance with the City's usual procedures after all of the following are verified by the Director of Public Works:

10.3.1 Satisfactory completion of all of the Work;

10.3.2 Receipt by the City of the plans, studies, surveys, photographs, maps, calculations, notes, reports, warranties and all other documents and/or deliverables which are required to be prepared and submitted by the Consultant;

10.3.3 Delivery of all equipment and/or materials purchased specifically for the Project where the City has reimbursed the Consultant for such costs.

10.4 Release. Acceptance of any payment by Consultant shall constitute a release of all payment claims against City arising under this Agreement as to such portion of the Services. No payment to the Consultant, whether periodic or final, shall constitute a waiver or release by the City of any claim, right or remedy it may have against the Consultant regarding performance of the Work as required by this Agreement.

11. Termination of Agreement

11.1 Termination for Default

11.1.1 The City may terminate this Agreement, in whole or in part and at any time, in writing if the Consultant substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the City.

11.1.2 If the City terminates all or part of this Agreement for default, the City shall determine the amount of work satisfactorily performed to the date of termination and the amount owing to the Consultant using the criteria set forth below; provided, that (a) no amount shall be allowed for anticipated profit on unperformed Work and (b) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs the City incurs or will incur because of the Consultant's default. In such event, the City shall consider the actual costs incurred by the Consultant in performing the Work to the date of termination, the amount of Work

originally required which was satisfactorily completed to the date of termination, whether that Work is in a form or of a type which is usable and suitable to the City at the date of termination, the cost to the City of completing the Work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, and other factors which affect the value to the City of the Work performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement. This provision shall not preclude the City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

11.1.3 If a termination for default by the City is ultimately determined to be wrongful, it shall be deemed a termination for convenience, and not a breach of this Agreement.

11.2 Termination for Convenience

11.2.1 The City may terminate this Agreement, in whole or in part and at any time, in writing for the convenience of the City.

11.2.2 If the City terminates this Contract for convenience, the City shall pay the Consultant the amount otherwise due in accordance with this Agreement for services satisfactorily performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement.

11.2.3 If the City terminates this Contract for convenience, the City shall pay the Consultant the amount otherwise due in accordance with this Agreement for services satisfactorily performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement.

11.3 Consultants Duties Upon Termination

11.3.1 Upon receipt of a termination notice, whether by default or for convenience, the Consultant shall at no additional cost to the City:

11.3.1.1 Promptly discontinue all Work affected (unless the notice directs otherwise);

11.3.1.2 Terminate all contracts with subconsultants to the extent they relate to the Work terminated; and

11.3.1.3 No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the City all data, drawings, electronic drawing files, specifications, calculations, reports, estimates, summaries, and other Project documentation, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for the Project where the City has paid the Consultant for such items.

11.3.1.4 Take any action necessary, or that the City may reasonably direct, for the protection and preservation of property or Work related to this Agreement that is in the possession of the Consultant and in which the City has or may acquire an interest.

12. Ownership and Use of Documents

12.1 All documents, drawings, specifications, designs, computer programs, software, reports and other work product (collectively referred to as "Work Product") developed or produced by Consultant for the City in connection with the Work rendered under this Agreement shall be owned by the City. Consultant shall provide such Work Product to the City on a data disk compatible with the City's computer equipment and programs. As between the Consultant and the City, the Work Product shall be works made for hire under all applicable copyright law and the City shall own any and all copyrights to such Work Product. Consultant agrees to transfer and assign all ownership rights and copyrights to such Work Product to the City to give effect to this Section. Consultant further waives any and all moral rights (including rights of integrity and attribution) in and to the Work Product. Re-use of any Work Product by the City for other than the Project that is the subject of this Agreement or modification in use by the City of any of the Work Product without the Consultant's prior written approval shall be at the City's sole risk.

12.2 To the extent it is determined any other records held by the Consultant relating to the Services are subject to the Washington Public Records Act (RCW 42.56), the Consultant shall promptly deliver such records to the City for purpose of responding to a public records request. This section shall survive termination of this agreement.

13. Third-Party Claims and Disputes

13.1 At the City's request, Consultant will assist the City in review and evaluation claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes arising out of the Work, regardless of whether or not consultant is named in such legal action. The Parties shall cooperate to agree on the compensation for such services. If Consultant is determined to be responsible for the claim, dispute or litigation due to its act, omission, negligence or breach of this Agreement, it shall remit back to the City the amounts paid under this Section to the extent of such act, omission, negligence or breach.

14. Audit and Access to Records

14.1 The Consultant, including its subconsultants, shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The City, or any of its duly authorized representatives, shall, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence for inspection, audit, and copying for a period of six years after completion of the Project. The City shall also have access to such books, overhead data, records and documents during the performance of the Work if deemed necessary by the City to verify work performed and invoices, to assist in negotiations for amendments to the Agreement or modifications to tasks, and to resolve claims and disputes.

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14.2 Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

14.3 Consultant shall provide the City, six years after completion of the Project, all original books, records, documents, and other evidence directly pertinent to performance of the Work.

15. Legal Relations

15.1 The Consultant shall comply, and shall ensure its subconsultants comply, with all the terms of this Agreement and the City resolutions and federal, state and local laws, regulations and ordinances applicable to the Work to be performed under this Agreement.

15.2 In performing the Work, the Consultant and its subconsultants, employees, agents and representatives shall be acting as independent contractors and shall not be deemed or construed to be employees or agents of the City in any manner whatsoever. The Consultant shall not hold itself out as, nor claim to be, an officer or employee of the City by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City. The Consultant shall be solely responsible for any claims/costs and/or losses arising from the Consultant's failure to pay wages, compensation, benefits, or taxes and/or pay for services, supplies, and/or materials provided by Consultant employees, agents and representatives, including subconsultants, and will protect, defend, indemnify and hold the City harmless therefrom.

15.3 The City's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law. The City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

16. Indemnification and Insurance

16.1 Indemnification.

16.1.1 Consultant shall indemnify, defend and hold harmless the City, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims, damages, losses, and expenses, asserted against one or more Indemnified Party arising out of or resulting from the Consultant's performance of the Work or any obligation under this Agreement, to the extent caused by the negligent acts or omissions of the Consultant, its subconsultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable ("Indemnified Claim"), regardless of whether or not such claim, damage, loss or expense is caused in part by an Indemnified Party. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. Where an Indemnified Claim is caused by or results from the concurrent negligence of the Indemnified Parties and the Consultant, the Consultant's duty to indemnify and defend the Indemnified Parties as provided for herein shall apply only to the extent of the negligence of the Consultant or its subcontractors, consultants or other parties for whom the Consultant is responsible.

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16.1.2 Consultant's obligations under this Section include, but are not limited to, all claims against an Indemnified Party by an employee or former employee of the Consultant or any of its subcontractors. For this purpose, the Consultant expressly waives, as respects to the Indemnified Parties only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other worker's compensation act, disability act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such a claim.

BY SIGNING THE AGREEMENT THE OWNER AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

16.1.3 Consultant's obligations under this Section shall survive expiration or termination of the Agreement. In the event of litigation between the parties to enforce the rights under this Section, reasonable attorney fees and costs shall be awarded to the prevailing party.

16.2 Insurance.

16.2.1 Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

16.2.2 No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

16.2.3 Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Consultant's Automobile Liability insurance policy with respect to the work performed for the City.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

16.2.4 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

16.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In the event that such endorsement cannot be obtained from Consultant's insurance carrier, Consultant shall be responsible for providing notice in accordance with the terms of this provision.

16.2.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.2.7 Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work, which is attached and incorporated by this reference as **Exhibit F**.

16.2.8 Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

17. Disputes and Remedies

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17.1 Choice of Law. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the Effective Date.

17.2 City Manager Review. All claims, counter-claims, disputes, and other matters in question between the City and the Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all facts, data, contentions, and so forth which relate thereto. The City Manager shall make a determination within thirty (30) calendar days of such referral.

17.3 Alternate Dispute Resolution. Should the claim, counter-claims, or disputes not be resolved by the City Manager's decision, the parties shall attempt to resolve the matter through professional mediation, which shall be conducted within thirty (30) calendar days of the City Manager's decision. The cost of mediation shall be shared equally.

17.4 Exhaustion of Administrative Remedies. Referral to and determination by the City Manager or a designee and ADR shall be a condition precedent to the commencement of a civil action to adjudicate such dispute.

17.5 Jurisdiction & Venue. The Superior Court of Snohomish County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement and the laws of the state of Washington shall apply.

18. Notice

18.1 Any notice required to be given under the terms of this Agreement shall be in writing and directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party. Facsimile notice shall be considered effective with proof of confirmation that the addressee has received the facsimile. Such proof would be a confirmation sheet evidencing such receipt at the fax number listed below.

City Engineer
City of Mill Creek
15728 Main Street
Mill Creek, Washington 98012
425-745-1891 (p)
425-745-9650 (f)

Brian Caferro, P.E.
Perteet, Inc.
2707 Colby Avenue, Suite 900
Everett, WA 98201
425-252-7700 (p)
425-339-6018 (f)

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19. General Terms

19.1 Integration. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

19.2 Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void. Consultant's standard terms and conditions, whether printed on, attached to, or otherwise incorporated into an exhibit or elsewhere, shall not be binding on Owner.

19.3 Assignment. Consultant shall not assign any portion of its duties or obligations under this Agreement without the City's prior written consent. Any assignment of this Agreement by Consultant without the prior written consent of City shall be void.

19.4 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and Consultant.

19.5 Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

19.6 Exhibits. The Exhibits included in the Agreement are identified below. Any inconsistency or conflict between these Exhibits (all as may be modified by the latest amendment) shall be resolved by giving precedence in the following descending order of importance:

- 19.6.1 Exhibit A, Scope of Work;
- 19.6.2 Exhibit B, Project Schedule;
- 19.6.3 Exhibit C, Cost Summary;
- 19.6.4 Exhibit D, Key Subconsultant List;
- 19.6.5 Exhibit E, Key Personnel List;
- 19.6.6 Exhibit F, Insurance

19.7 Authorized Signatures. By their signatures below each party represents that they are fully authorized to sign for and on behalf of the named principal above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officers or representatives as of the day and year written below.

CITY OF MILL CREEK

PERTEET, INC.

Rebecca Polizzotto, City Manager



Crystal L. Donner, President

Date: _____

Date: 02/12/08

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

Scott Missall, City Attorney

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**Exhibit "A"
Scope of Services
Mill Creek Storm Pipe Assessment**

The City of Mill Creek has requested Perteet to review an existing backlog of storm pipe CCTV video, collect storm pipe CCTV videos of remaining storm pipes, analysis of CCTV videos for pipe failures and/or other repairs, prioritize needed improvements.

Task 1 – City Wide Storm Pipe CCTV Video Review (Existing CCTV Data)

The intent of this task is to review existing backlog of storm pipe CCTV videos from years 2012, 2014, 2015, 2016 and 2017, which totals approximately 70,000 LF. However, to review all pipes at this time would total over 200 hours of effort. Therefore, only pipes of over 18 inches in diameter will be reviewed at this time (14,000 LF).

Work Elements:

- Review video logs and identify locations of needed repairs.
 - Review video log.
 - Document correction in CCTV pipe run matrix.
 - Repair opinion of costs will be noted in the CCTV pipe run matrix.
- Produce Site Map of locations to be repaired.
- Produce high level map where repairs are needed.
- Draft Tech Memo and prioritization.
- Final Tech Memo and prioritization.
- Attend two (2) task meetings.

Deliverables:

- Draft Technical Memo

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- Final Technical Memo with prioritized list of improvements, including a cost estimate of each location
 - Immediate repairs needed
 - Repair recommended within ten (10) years
 - Pipe requiring no action
- Map (color coded) based on pipe condition

Task 2 – Perform CCTV Videos of Remaining Storm Pipe

The intent of this task is to produce videos of the remaining storm pipes over 18 inches in diameter, in the City, that have not been previously CCTV videoed. The following four (4) sectors in the City will be videoed.

- NE Sector A, estimated 4,000LF.
- NE Sector B, estimated 4,400 LF.
- South Sector, estimated 6,600 LF.
- West Sector, estimated 6,800 LF.

For a complete description, refer to attached Bravo Environmental scopes of work. (Appendix A)

Deliverables:

- CCTV digital videos on a DVD disc

Task 3 – Review Remaining Storm Pipe CCTV Video Produced by Bravo

The intent of this task is to review 21,800 LF of CCTV videos that are to be produced under Task 2.

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Work Elements:

- Prepare pipe size map (pipes 18 inches in diameter or longer for CCTV vendor to follow under Task 2).
- Review video logs and identify locations of needed repairs.
 - Review video log.
 - Document correction in CCTV pipe run matrix.
 - Repair opinion of costs will be noted in the CCTV pipe run matrix.
- Produce Site Map of locations to be repaired.
- Produce high level map where repairs are needed.
- Draft Tech Memo and prioritization.
- Final Tech Memo and prioritization.
- Attend two (2) task meetings.

Deliverables:

- Draft Technical Memo
- Final Technical Memo with prioritized list of improvements including a cost estimate of each location
 - Immediate repairs needed
 - Repair recommended within ten (10) years
 - Pipe requiring no action
- Map (color coded) based on pipe condition

Task 4 – Prioritization Criteria, Including Bundle Strategy and City Council Presentation

4.1 Prioritization Criteria, Including Bundle Strategy

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The intent of this task is to group the various types of required storm pipe repairs and develop a prioritized list of improvements that will be used by the City to program into the City's CIP. Perteet will work with City staff to craft a prioritization criteria that can be applied to the documented list of required storm pipe repairs.

Work Elements:

- Develop Prioritization Criteria.
- Develop ten (10) project package bundles.
- Develop opinion of cost for each bundle of repairs for up to ten (10) projects. Additional projects can be added if there is budget remaining.
- Develop Draft Stormwater CIP List.

Deliverables:

- Prioritization Criteria
- Opinion of Costs
- Draft Stormwater CIP List

Task 5 – Storm Utility Rate Analysis (Excluded at This Time)

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Exhibit "B" – Project Schedule

Proposal Schedule (Six [6] Months)

- Notice to Proceed (NTP) March 1, 2018
- Task 1 – Review Existing Storm Pipe CCTV Data April 15, 2018
 - Reviews
 - Draft Memo
 - Final Memo
- Task 2 – Perform CCTV Videos of Remaining Storm Pipe May 15, 2018
(Weather dependent)
 - NE Sector A
 - NE Sector B
 - South Sector
 - West Sector
- Task 3 – Review Remaining Storm Pipe CCTV Video by Bravo June 31, 2018
 - Reviews
 - Draft Memo
 - Final Memo
- Task 4.1 – Prioritization Criteria, Including Bundle Strategy August 31, 2018
 - Prioritization Criteria
 - Package Projects
 - Draft CIP List
- Task 4.2 – City Council Presentation August 31, 2018
 - City Council Presentation

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Exhibit "C" – Cost Summary



Project Mill Creek Storm Pipe Assessment (18 In Diam. Pipe or Larger) Contract Start Date 2/1/2018 Last Update date 2/7/2018
 Client City of Mill Creek Contract End Date 10/31/2018 Perteet Project No. 20180015.
 PM Darrell Smith Contract Duration: 8 Months

Task	Billing Rate	Sr. Associate	Sr. Engineer / Mgr	Engineer II	Lead Technician/ Designer	Accountant	Clerical	Total Hours	Labor Dollars
1-City Wide Storm Pipe Video Review		\$200.00	\$180.00	\$120.00	\$120.00	\$90.00	\$80.00		
Project Management		12.00				9.00		21.00	\$3,210.00
Review CCTV Data		8.00	16.00	50.00				74.00	\$10,480.00
Site Mapping				8.00	20.00			28.00	\$3,360.00
Draft Report & Prioritization		8.00		24.00		4.00		36.00	\$4,800.00
Final Report & Prioritization		4.00		16.00		2.00		22.00	\$2,880.00
Project Meetings - 2		8.00	8.00	8.00				24.00	\$4,000.00
Total 1-City Wide Storm Pipe Video Review		40.00	24.00	108.00	20.00	9.00	6.00	205.00	\$28,730.00
2-Bravo CCTV Video									
Total 2-Bravo CCTV Video		0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
3-Remaining Pipes to be Reviewed									
Video Vendor Oversight		4.00		16.00				20.00	\$2,720.00
Review CCTV Data		8.00	20.00	60.00				88.00	\$12,400.00
Site Mapping				16.00	60.00			76.00	\$9,120.00
Draft Report & Prioritization		16.00		40.00		4.00		60.00	\$8,320.00
Final Report & Prioritization		8.00		32.00		2.00		42.00	\$5,600.00
Project Meetings - 2		8.00	4.00	4.00		2.00		18.00	\$2,960.00
Total 3-Remaining Pipes to be Reviewed		44.00	24.00	168.00	60.00	0.00	8.00	304.00	\$41,120.00
4.1-Prioritization Criteria Incl Bundling Strategy									
4.1-Prioritization Criteria Incl Bundling Strategy		24.00	24.00	40.00	16.00		6.00	110.00	\$16,320.00
Total 4.1-Prioritization Criteria Incl Bundling Strategy		24.00	24.00	40.00	16.00	0.00	6.00	110.00	\$16,320.00
Expenses									
Total Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Total Hours		108.00	72.00	314.00	96.00	9.00	20.00	619.00	
Total Dollars		\$21,600.00	\$12,960.00	\$37,680.00	\$11,520.00	\$810.00	\$1,600.00		\$86,170.00

Expenses:	
Mileage - \$.545	82
Totals:	82

Subconsultant Fees:			
	Cost	Markup	Bill
Bravo Environmental NW, Inc.	46,000		46,000
Totals:	46,000		46,000

SUMMARY		
Labor		\$86,170.00
Expenses		\$82.00
Subconsultants		\$46,000.00
CONTRACT TOTAL		\$132,252.00

Mill Creek Storm Pipe Assessment

2/7/2018

Existing City Wide Storm Pipe Review (Existing
CCTV Data 18" diameter or larger) Including
Prioritization

14,000 LF \$28,730

Remaining CCTV Video Data Collection

NE Sector A 4,000 LF \$8,500

NE Sector B 4,400 LF \$9,250

South Sector 6,600 LF \$14,000

West Sector 6,800 LF \$14,250

Subtotal \$46,000

Perform Remaining CCTV Storm Pipe Review (18"
diameter or larger) Estimated at 21,800 LF

\$41,120

Prioritization Criteria including Bundling Strategy

\$16,320

Miscellaneous Expenses

\$82

Total

\$132,252

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Exhibit "D" – Key Subconsultant



6437 S 144th St
 Tukwila, WA 98168
 T 425-424-9000 F 425-424-9002
 www.bravoenvironmental.com

Bravo Environmental NW Inc.
 John Taylor
 Phone: 206-376-2361
 Email: jtaylor@bravonw.com

Estimate

Mill Creek CCTV North
 Central
 Date: 01-25-2018
 Expiration Date: 12-31-2018

SUBMITTED TO:
 Perteet Inc.
 Kern McGee
 2707 Colby Ave Ste 900
 Everett, WA 98201

Item#	Item Name	Quantity	Unit	Unit Price	Total
1	CCTV Van & Operator	34	HR	\$ 180.00	\$ 6,120.00
2	Laborer	34	HR	\$ 70.00	\$ 2,380.00

Estimate is not to exceed 4,000 LF of 18" and larger storm. Measurements were provided to Bravo by Perteet Inc.

Sub Total: \$ 8,500.00

If new structures are found, Bravo is instructed to notate it on the camera footage only. The City of Mill Creek will determine their own asset name or number for any discoveries.

Tax: \$ 0.00

Total: \$ 8,500.00

No guarantee of completing all CCTV if blockages are found inside pipes. Although vector services can be provided at an additional cost to clear blockages.

This pricing is good for 2018 only.

A 3 hour daily minimum applies to all work performed unless noted otherwise on this quote.
 Any cancellations must be made with a minimum of 24 hour notice before scheduled start time or a 3 hour minimum charge applies.
 This is a good faith estimate, actual time and materials will be invoiced
 All services invoiced portal to portal and subject to a fuel surcharge
 Signature below acknowledges understanding and approval of this estimate

Signature : _____ Date: _____

Printed Name: _____ Company: _____

Thank you for your business!

726492.6/014455.00065



6437 S 144th St
 Tukwila, WA 98168
 T 425-424-9000 F 425-424-9002
 www.bravoenvironmental.com

Bravo Environmental NW Inc.
 John Taylor
 Phone: 206-376-2361
 Email: jtaylor@bravonw.com

Estimate

Mill Creek CCTV Northeast
 Date: 01-25-2018
 Expiration Date: 12-31-2018

SUBMITTED TO:
 Perteet Inc.
 Kem McGee
 2707 Colby Ave Ste 900
 Everett, WA 98201

Item#	Item Name	Quantity	Unit	Unit Price	Total
1	CCTV Van & Operator	37	HR	\$ 180.00	\$ 6,660.00
2	Laborer	37	HR	\$ 70.00	\$ 2,590.00

Estimate is not to exceed 4,400 LF of 18" and larger storm. Measurements were provided to Bravo by Perteet Inc.

Sub Total: \$ 9,250.00

If new structures are found, Bravo is instructed to notate it on the camera footage only. The City of Mill Creek will determine their own asset name or number for any discoveries.

Tax: \$ 0.00

Total: \$ 9,250.00

No guarantee of completing all CCTV if blockages are found inside pipes. Although vactor services can be provided at an additional cost to clear blockages.

This pricing is good for 2018 only.

A 3 hour daily minimum applies to all work performed unless noted otherwise on this quote.
 Any cancellations must be made with a minimum of 24 hour notice before scheduled start time or a 3 hour minimum charge applies.
 This is a good faith estimate, actual time and materials will be invoiced
 All services invoiced portal to portal and subject to a fuel surcharge
 Signature below acknowledges understanding and approval of this estimate

Signature : _____ Date: _____

Printed Name: _____ Company: _____

Thank you for your business!

726492.6/014455.00065



6437 S 144th St
 Tukwila, WA 98168
 T 425-424-9000 F 425-424-9002
 www.bravoenvironmental.com

Bravo Environmental NW Inc.
 John Taylor
 Phone: 206-376-2361
 Email: jtaylor@bravonw.com

Estimate

Mill Creek CCTV South
 Date: 01-25-2018
 Expiration Date: 12-31-2018

SUBMITTED TO:
 Perteet Inc.
 Kern McGee
 2707 Colby Ave Ste 900
 Everett, WA 98201

Item#	Item Name	Quantity	Unit	Unit Price	Total
1	CCTV Van & Operator	56	HR	\$ 180.00	\$ 10,080.00
2	Laborer	56	HR	\$ 70.00	\$ 3,920.00

Sub Total: \$ 14,000.00

Tax: \$ 0.00

Total: \$ 14,000.00

Estimate is not to exceed 6,600 LF of 18" and larger storm. Measurements were provided to Bravo by Perteet Inc.

If new structures are found, Bravo is instructed to notate it on the camera footage only. The City of Mill Creek will determine their own asset name or number for any discoveries.

No guarantee of completing all CCTV if blockages are found inside pipes. Although vector services can be provided at an additional cost to clear blockages.

This pricing is good for 2018 only.

A 3 hour daily minimum applies to all work performed unless noted otherwise on this quote.
 Any cancellations must be made with a minimum of 24 hour notice before scheduled start time or a 3 hour minimum charge applies.
 This is a good faith estimate, actual time and materials will be invoiced
 All services invoiced portal to portal and subject to a fuel surcharge
 Signature below acknowledges understanding and approval of this estimate

Signature : _____ Date: _____

Printed Name: _____ Company: _____

Thank you for your business!

726492.6/014455.00065



6437 S 144th St
 Tukwila, WA 98168
 T 425-424-9000 F 425-424-9002
 www.bravoenvironmental.com

Bravo Environmental NW Inc.
 John Taylor
 Phone: 206-376-2361
 Email: jtaylor@bravonw.com

Estimate

Mill Creek CCTV West #2
 Date: 01-25-2018
 Expiration Date: 12-31-2018

SUBMITTED TO:
 Perteet Inc.
 Kern McGee
 2707 Colby Ave Ste 900
 Everett, WA 98201

Item#	Item Name	Quantity	Unit	Unit Price	Total
1	CCTV Van & Operator	57	HR	\$ 180.00	\$ 10,260.00
2	Laborer	57	HR	\$ 70.00	\$ 3,990.00

Estimate Excludes storm system on SR-527 (a.k.a. Bothell- Everett Hwy.) Sub Total: \$ 14,250.00

Estimate is not to exceed 6,800 LF of 18" and larger storm. Measurements were provided to Bravo by Perteet Inc. Tax: \$ 0.00

If new structures are found, Bravo is instructed to notate it on the camera footage only. The City of Mill Creek will determine their own asset name or number for any discoveries. Total: \$ 14,250.00

No guarantee of completing all CCTV if blockages are found inside pipes. Although vector services can be provided at an additional cost to clear blockages.

This pricing is good for 2018 only.

A 3 hour daily minimum applies to all work performed unless noted otherwise on this quote.
 Any cancellations must be made with a minimum of 24 hour notice before scheduled start time or a 3 hour minimum charge applies.
 This is a good faith estimate, actual time and materials will be invoiced
 All services invoiced portal to portal and subject to a fuel surcharge
 Signature below acknowledges understanding and approval of this estimate

Signature : _____ Date: _____

Printed Name: _____ Company: _____

Thank you for your business!

726492.6/014455.00065

Exhibit "E" – Key Personnel List

- Senior Associate Darrell Smith
- Senior Engineer/Manager Brian Caferro
- Engineer II Kern McGee

726492.6/014455.00065

Exhibit "F" – Insurance

See attached pages.

726492.6/014455.00065



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2
DATE (MM/DD/YYYY)
02/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Oregon, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER B:</td> <td>Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Property Casualty Company of Ame</td> <td>25674</td> </tr> <tr> <td>INSURER D:</td> <td>Travelers Casualty and Surety Company of A</td> <td>31194</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Indemnity Company of CT	25682	INSURER B:	Phoenix Insurance Company	25623	INSURER C:	Travelers Property Casualty Company of Ame	25674	INSURER D:	Travelers Casualty and Surety Company of A	31194	INSURER E:			INSURER F:	
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INSURER E:																						
INSURER F:																						
INSURED Perteeet, Inc. PO Box 1186 2707 Colby Avenue, Suite 900 Everett, WA 98201																						

COVERAGES **CERTIFICATE NUMBER: W5256685** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		Y	6805J284500	06/27/2017	06/27/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			BA5J284770	06/27/2017	06/27/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB6J664997	08/23/2017	06/27/2018	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			106321064	06/27/2017	06/27/2018	Per Claim 3,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project #20180015
 Project Name: Mill Creek Storm Pipe Assessment
 Per Project Aggregate applies when required by written contract. General Aggregate Capped at \$8,000,000.
 City of Mill Creek is included as an Additional Insured as respects to General Liability, as required by written

CERTIFICATE HOLDER City of Mill Creek Attn: Gina Hortillosa 15728 Main Street Mill Creek, WA 98012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Oregon, Inc.		NAMED INSURED Pextest, Inc. PO Box 1186 2707 Colby Avenue, Suite 900 Everett, WA 98201	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance
contract.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



Agenda Item # F

Meeting Date: **February 27, 2018**

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILL CREEK AND THE MILL CREEK POLICE OFFICERS' GUILD FOR THE PERIOD JANUARY 1, 2018 – DECEMBER 31, 2020.

KEY FACTS AND INFORMATION SUMMARY:

The City's collective bargaining agreement with the Mill Creek Police Officers' Guild (Guild) expired on December 31, 2017. The City and the Guild initiated negotiations prior to expiration of the contract and the parties have reached a tentative agreement governing the new collective bargaining agreement for 2018-2020.

The Guild qualifies for statutory interest arbitration under RCW 41.56. Arbitrators are required by law to consider a variety of factors, with the two most important being: (1) wages paid by comparable agencies; and (2) the rate of inflation. The data points considered at arbitration generally guide negotiations at the bargaining table in terms of setting reasonable settlement points.

Comparable Agencies and Mill Creek's Comparative Analysis:

The City performed a "total cost of compensation" analysis using 2017 data. The City looked at a variety of seniority tiers (5, 10, 15 and 20 years of service) and compared itself against eight (8) other cities in Western Washington with similar population and assessed valuation. On average, across a variety of snapshots, Mill Creek was generally ranked 4 out of 9, slightly above the market average.

Absent exceptional circumstances, such as economic distress, an arbitrator will generally award wage increases to maintain the historical ranking of a particular employer. Thus, in Mill Creek's situation, an arbitrator would likely award wage increases to keep the Guild ranked approximately fourth overall. Obviously, there are many other factors in play, but this is the general guideline. Thus, an arbitrator will want to know what our comparable agencies are paying. Several agencies don't yet have settlements for 2018; however, estimates are that the average 2018 wage increase among our comparable agencies will be between 2.75% and 3%. Mill Creek thus needed to match something in that neighborhood to maintain its historical ranking.

Inflation

The second most important data point considered by an arbitrator is inflation. There is a "snowball" factor in play here. Inflation goes up, our comparable agencies pay higher wages to match inflation, and then we pay more to stay competitive.

Recent inflation numbers have influenced high wage increases. For budget planning purposes, the most common CPI data used by public agencies is the June-to-June CPI index. Both the

June-to-June CPI-U and CPI-W recently hit 3%. The more recent December-to-December index hit 3.5% for the CPI-U and 4.0% for the CPI-W. The 2017 annual average for both the CPI-U and CPI-W was above 3.0%.

While there are several good arguments as to why the CPI is not a good measure, in the eyes of an arbitrator, a wage award of 3.0% or higher is necessary to just keep pace with the lost value of the dollar due to inflation.

Tentative Contract Agreement

Based on the foregoing analysis, the City has negotiated a tentative agreement with the Guild pursuant to the City's "what if" proposal dated February 9, 2018. The economic component of the "what if" proposal included 3% across the board salary increases for 2018, 2019 and 2020 respectively and a \$1,000 signing bonus. The 3% salary increase for 2018 is already budgeted in the City's 2017-2018 biennium budget and therefore has no negative budgetary impact. The signing bonus is offset by the reduction in legal fees by avoiding prolonged negotiations. The (material) incremental cost of the economic package over the life of the contract is \$303,195.00.


In addition to the economic package, language within the CBA was amended for clarification or to effectuate incorporation of MOU's, etc.... The City Manager will review the scope and effect of such language changes during the Council meeting. For ease of reference the proposed language changes are set forth on the attached "what if" proposal in red line format.

CITY MANAGER RECOMMENDATION: The City Manager recommends the Council authorize her to execute the proposed CBA with the Guild for the period January 1, 2018 through December 31, 2020.

ATTACHMENTS:

- Tentative Agreement and City's "What If" Proposal Dated February 9, 2018.

Respectfully Submitted:


Rebecca C. Polizzotto
City Manager

**CITY OF MILL CREEK
AND
MILL CREEK POLICE OFFICERS' GUILD
TA OF "WHAT IF" PACKAGE**

The attached red-line contract proposal, dated February 9, 2018, represents the City's "what if" package for a final agreement on all open items. This proposal amends the earlier proposal emailed by the City to the Guild on February 7, 2018.

The parties tentatively agree (TA) to the attached February 9, 2018 proposal package, subject to ratification by the Guild's membership and the City Council. Any proposal not expressly listed in this proposal or previously TA'd is considered withdrawn.

Per the City's February 7, 2018 email, the Guild agrees to dismiss its pending ULP/grievance arbitration within three (3) business days following mutual ratification of an Agreement. Should the arbitrator charge a cancellation fee, the Guild and City agree to equally split the cost.

Dated this 9th day of February, 2018


City Manager Rebecca Polizzotto


Guild President Jesse Mack

City "What If" Proposal, Dated 2.9.2018

Collective Bargaining Agreement

between

**City of Mill Creek
and
Mill Creek Police
Officers' Guild**

**(Non-Sergeant's and Sergeant's
Bargaining Units)**

**January 1, ~~2015-2018~~ to December 31,
2017-2020**

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Attachment A SALARY SCHEDULE

Attachment B JULY 10, 2012 MEMORANDUM REGARDING CORPORAL POSITION

Attachment C JULY 10, 2012 MEMORANDUM OF UNDERSTANDING, *as amended*,
July ~~—~~, ~~28~~, 2015.

Attachment D REIMBURSEMENT FOR HOLIDAYS USED PRIOR TO OCCURANCE

Attachment E TRAFFIC UNIT

This Agreement is by and between the *City of Mill Creek, Washington*, hereinafter referred to as the *City*, and the *Mill Creek Police Officer's Guild*, hereinafter referred to as the *Guild*.

Article 1 RECOGNITION OF THE BARGAINING UNIT

The *City* recognizes the *Guild* as the exclusive bargaining representative for all commissioned employees of the *Mill Creek Police Department* excluding the police support officer, the chief of police, deputy chief of police, police commander, confidential employees, and all other employees of the employer. This agreement covers the two bargaining units represented by the *Guild* and previously certified in *Public Employees Relations Commission Case Nos. 9092-E-91-1503 (June 3, 1991) and 13269-E-97-2209 (September 9, 1997)*.

Article 2 DEFINITIONS

Anniversary Date: Date used to determine annual wage/salary reviews. This date may be adjusted by changes in employment status, such as promotions, reclassifications, or unpaid leaves of absence in excess of five (5) consecutive days.

Annual Evaluation: Employees assigned to patrol are given regular performance evaluations twice a year. All other employees are given regular performance evaluations annually. Those employees who fail a performance evaluation will be given a follow-up evaluation within six (6) months. For purposes of this Agreement, an Annual Evaluation is the evaluation that occurs in closest proximity prior to an employee's Anniversary Date.

Callback: An unanticipated emergency situation where an *Employee* is called back to active duty outside scheduled work hours.

Chief: The *Chief of Police*

City: The *City of Mill Creek*

City Manager: The *City Manager*

Classification: All positions sufficiently similar in duties, authority, and responsibility to permit: (1) grouping under a common title; (2) the application of common standards of selection; and (3) a common compensation rate.

Department: The police department of the *City of Mill Creek*.

Employee: All persons subject to this labor agreement as members of the bargaining unit.

Immediate Family: Any person related by birth, marriage, or adoption, including stepchildren, residing in the employee's household and legally dependent upon the employee.

Layoff: A non-disciplinary termination of an employee due to the *City's* financial position or a change in the need for which the position held was created.

Leave: An authorized absence from regularly scheduled work hours.

Officer: A non-sergeant Employee holding the rank of Officer.

2015-2018 – 2017-2020 Collective Bargaining Agreement between the City of Mill Creek and the Mill Creek Police Officers' Guild

Pay Status: The normal employment situation in which the employee is paid for time worked or the employee is on paid leave, e.g., vacation, sick leave or other paid leave of absence.

Resignation: A voluntary separation from employment with the *City*.

Seniority: The length of the employee's continuous service with the *City* since the employee's most recent date of hire. Seniority shall continue to accrue during a period of approved, unpaid leave not exceeding sixty (60) consecutive days. The seniority date is subject to adjustment by the *City* for all other breaks in service. Length of service as a temporary employee shall not be included in the determination of an employee's seniority with the department.

Separation: Discontinuation of the employment relationship regardless of reason.

Sergeant: An Employee holding the rank of Sergeant.

Termination: Involuntary separation of an employee from employment with the *City*.

Transfer: A change from a position in one classification to another position whether intra-departmental or inter-departmental.

Trial or Probationary Employment Period: The initial eighteen (18) month period of employment, which is an integral part of the examination and selection process and during which an employee may be terminated with or without cause. For lateral or experienced Employees, this trial employment period shall be twelve (12) months.

Article 3 DEDUCTION AND REMITTANCE OF DUES

The *City* shall make deductions for monthly *Guild* dues from the wages of each employee in the bargaining unit who executes a properly written authorization and such deductions shall be remitted each month to the *Guild*.

Article 4 GUILD BUSINESS

Section 4.1 Leave for Guild Officials

A *Guild* member, at the discretion of the *Chief* or a designee, may be granted time off with pay while conducting contract negotiations or grievance resolutions on behalf of the employees in the bargaining unit, provided that:

1. the *City* is notified by the member at least forty-eight (48) hours prior to the time off;
2. the *City* is able to properly staff the employee's job duties during the time-off; and
3. the wage cost to the *City* is no greater than the cost that would have been incurred had the *Guild* official not taken time-off.

Section 4.2 Investigation of Grievances and Guild Meetings

Guild representatives and agents of the *Guild* shall have the right to reasonable access to the police department for purposes of investigating grievances. *Guild* representatives and agents of the *Guild* shall not disrupt the operation or normal routine of any department. **All other *Guild***

2015-2018 – 2017-2020 Collective Bargaining Agreement between the City of Mill Creek and the Mill Creek Police Officers' Guild

~~business not specifically covered in this Article shall be conducted during off duty hours.~~

Meetings or other *Guild* activities may be scheduled and held on *City* premises, provided that they do not disrupt the operation or normal routine of *City* operations. *Guild meetings may be scheduled to include the attendance of on-duty employees, provided such employees remain available to respond to regular duties and do not otherwise disrupt City operations.*

All other Guild business not specifically covered in this Article shall be conducted during off duty hours.

Section 4.3 Bulletin Board and City Property

The *City* will provide the *Guild* with bulletin board space for the purpose of posting matters relating to official *Guild* business. Except as specifically allowed in this *Agreement*, *City* vehicles, equipment, and facilities may not be used for *Guild* activities.

Section 4.4 Electronic Mail

Members of the *Guild* may use the *City's* electronic mail (e-mail) system to communicate *Guild* information to *Guild* members. The *Guild* recognizes that the e-mail system is the sole property of the *City*. Messages transferred through e-mail are not confidential and are subject to periodic review by the *City*. Employees should limit messages to necessary items within department policy and guidelines.

Article 5 Hours of Work

Section 5.1 General Schedule of Work Agreement

The work schedule will be what is mutually agreed upon between the *Chief* and the membership of the *Guild* (subject to the parameters set forth in the following subsections). If no agreement can be reached, the schedule will remain the same as the schedule referred to in *Article 5, Sections 5.3, 5.4 and 5.5.*

Section 5.2 Amended Schedule Changes

Any amended schedule change must be presented no earlier than *October 1* of each calendar year and no later than the 10th business day of *October*. The *Guild* and *City* will attempt to address the interests of the involved parties. Such interests shall not adversely impact or degrade departmental operations or the current budget allocation. Any agreed upon work schedule will commence on *January 1st* of each calendar year.

Section 5.3 Regular Work Cycle

The regular work cycle for patrol officers, including SWAT operators, shall be 80 hours in a fourteen (14) day work period. Patrol officers' regular work schedule consists of six (6) rotating twelve (12) hour work shifts and one (1) "modified" eight (8) hour work shift in the fourteen (14) day work cycle.

The work schedule for the upcoming twelve (12) month shift rotation, October 1 through September 30, shall be posted and bid by August 1 of each calendar year. Employees will bid

their preferred shift for each of two (2) upcoming shift rotations. The first shift rotation runs from October 1 through March 31. The second shift rotation runs from April 1 through September 30.

Twice per year, employees shall schedule “modified” eight (8) hour work shifts. The scheduling of “modified” work shifts shall occur following work schedule bidding (described above), following the prescheduling of mandatory training (see Section 5.6), and following paid leave bidding (see Attachment C to this Agreement). Once bid and approved by the Chief, “modified” work shifts shall remain fixed on the calendar, but may be adjusted by an employee provided the adjustment does not result in overtime and does not interfere with the established plans of a shift, or upon mutual agreement of the Chief and the impacted employee(s).

The assigned work schedule and work hours for employees designated as SWAT operators may vary from the regular work schedule (above) during work cycles in which the SWAT operator attends mandatory training or a preplanned deployment that is scheduled at least fourteen (14) days prior to the training/deployment. In the event of such scheduled mandatory SWAT training or preplanned deployment, the affected SWAT operator and his supervisor will mutually agree to deviations from the SWAT operator’s regular work schedule to avoid the occurrence of unnecessary overtime.

Section 5.4 Duty Shift Assignment

Duty shifts will be assigned by the *Chief* or a designee for a minimum of six (6) months with consideration given to seniority, collateral assignments and/or effective and efficient deployment of staffing resources.

The *Chief* reserves the right to assign an alternate work cycle for employees whose duty assignments preclude the use of the regular work cycle.

Section 5.5 Temporary or Emergent Needs

The *Chief* may change the work schedule or work hours to meet temporary or emergent departmental needs.

Section 5.6 Mandatory Training

Mandatory training is defined as any training hours required by the *Chief* or designee.

Twice per year, once following the annual shift bid before the start of the first shift rotation, and once before the start of the second shift rotation (see Section 5.3), the *Chief* or designee may preschedule upcoming mandatory training, up to a maximum of five (5) calendar days per six (6) month shift rotation. The prescheduling of mandatory training occurs before paid leave bidding (see Attachment C to this Agreement) or the selection of “modified” work shifts (see Section 5.3). **However, before mandatory training is prescheduled on the calendar for each upcoming shift rotation, employees may blackout up to two blocks of leave, up to a total of seven (7) shifts. For each block, shifts selected for blackout must be consecutive. For example, an employee may blackout one block of four (4) consecutive shifts in one month, and blackout a second block of three (3) consecutive shifts in another month.** The sole

purpose of the blackout dates is to afford employees an opportunity to reserve a block of time upon which mandatory training cannot be prescheduled.

When prescheduling mandatory training, if multiple dates exist for the same training opportunity, the Chief or designee will consult with employees over their preferred choice, although employees are not guaranteed their preferred choice based on schedule availability or other conflicts. Mandatory training shall not be scheduled on any holidays observed in Section 10.2 of this Agreement. Once mandatory training is prescheduled on the calendar, an employee's work schedule may not later be adjusted for purposes of attendance at mandatory training. However, employees who request voluntary training or request to reschedule mandatory training may be required to change their work schedule to accommodate their request.

During the calendar year, outside of the prescheduling process described above, additional training may be scheduled by the Chief or designee, provided it is with mutual agreement of the impacted employee(s), is scheduled on an employee's regularly scheduled day of work, or is paid on an overtime basis.

Section 5.6–7 Detective, Bicycle Officer, ~~K-9 Officer~~, and School Resource Officer Work Cycles

Police officers assigned as *detectives*, *dedicated bicycle officers*, ~~*K-9 officers*~~, and *school resource officers* shall be scheduled forty (40) hours in a seven (7) day work period. Due to the nature and unpredictability of these assignments, a regular work schedule is not established. The combination of scheduled work hours during the seven (7) day work cycle shall not exceed forty (40) hours. Scheduled work shifts should not be less than five (5) hours per day, nor in excess of twelve (12) hours per day. Daily work shifts, or assigned work days, may be subject to modification at any time by the *Chief* or a designee based on the needs of the department.

Section 5.7–8 Meal and Rest Periods

A work day shall normally include a ~~one-half (½) hour~~ sixty (60) minute meal period and two fifteen (15) minute rest periods. All employees are subject to immediate call during meal and rest periods for which no overtime or additional compensation shall be paid.

Section 5.8–9 Callback

If an employee is called to duty and the callback time is not connected to the assigned working hours that day, the employee will be paid at a rate equivalent to one and one-half (1½) times the employee's regular rate of pay for a minimum of three (3) hours. Callback time begins when the employee reports to the worksite, with the exception of K-9 officers. For K-9 officers called to duty, callback time shall begin when the K-9 signs into service, and concludes when the K-9 is secured.

Section 5.9–10 Court Appearances

Any off-duty employee who, as a result of departmental duties, is required to appear in court shall be compensated at callback time as defined in *Article 5, Section 5.89*. The employee will reimburse the *City* for any subpoena or witness fee received.

Section 5.10-11 Auto Vehicle Locator

The *City* has or will implement Auto Vehicle Locator (AVL) technology in its vehicles which are operated by bargaining unit employees. The *City* agrees that it will not review AVL data solely to generate any complaints against bargaining unit employees. AVL data may be used as evidence to support allegations of misconduct made against a member by a known complainant. The *Guild* agrees that in general, the AVL technology is valid for purposes of admissibility in a grieving hearing, however, the *Guild* may challenge the reliability of the AVL evidence in specific instances. AVL data shall not be used to monitor or evaluate a bargaining unit employee's performance without just cause. If AVL data is relevant to an investigation, prior to any interview of the accused, the data shall be provided with a reasonable amount of time to review the data prior to commencing the interview.

Article 6 OVERTIME & COMPENSATION

Overtime work is hours worked in excess of the assigned daily schedule. All overtime must be authorized by the *Chief* or his designee.

Section 6.1 Overtime Compensation

Overtime work shall be compensated at one and one-half (1.5) times the employee's regular straight-time rate of pay.

Section 6.2 Compensatory Time Off

In lieu of overtime pay, employees may choose to earn compensatory time off at the rate of one and one-half (1 ½) hours off for each hour of overtime earned. Compensatory time off is not available for overtime assignments funded by an outside entity or through state/federal grant funding. The use of compensatory time off shall be requested by an employee and shall be subject to the same approval process as annual and/or holiday bank leaves. The maximum accumulation of compensatory time off shall be eighty (80) hours. Any accrual over eighty (80) hours shall be paid as overtime in the pay period it is earned. Compensatory time balances may be carried over from calendar year to calendar year. As of July 1, 2015, employees who currently have compensatory time banks in excess of eighty (80) hours are permitted to keep their balances, but may not earn additional compensatory time outside of the 80-hour cap.

Section 6.3 Overtime Calculations

Overtime calculations shall begin when the employee arrives at the worksite. Time paid but not worked i.e. holidays, holiday bank hours, sick leave, bereavement leave, vacation, compensatory leave or leave without pay, shall be excluded from the computation of daily hours worked when computing overtime hours.

Section 6.4 Limitation of Daily Hours

In no case shall an *Employee's* work day exceed fourteen (14) hours in a twenty four (24) hour period unless prior supervisory approval is obtained.

If the K-9 officer houses the canine, for the purpose of this limitation and for purposes of scheduling compensable time, K-9 officer's work hours include specified in-service time, drive time from the station to the officer's residence, and an additional sixty (60) minutes per scheduled work day. The additional sixty (60) minutes of paid work time per scheduled work day is intended to compensate the K-9 Officer for the time it takes to feed, care for, and maintain the canine and the assigned K-9 vehicle outside of the time he or she is in service, including time spent on his or her regular days off within the same work cycle. If care for the canine and/or K-9 vehicle will require more than the allotted out of service care time in a given work cycle, the K-9 officer shall notify his or her supervisor and seek approval to work the additional time prior to or as soon as practical after realizing the additional time that will be required.

Section 6.5 Fair Labor Standards Act Overtime Rights

Nothing described herein lessens the *employee's* rights to overtime compensation under the *Fair Labor Standards Act*.

Article 7 SALARIES

Section 7.1 Salaries

The rates of pay covered by this *Agreement* shall be set forth in *Attachment A, Salary Schedule* which is incorporated herein by this reference.

Section 7.2 Step Increases

An employee shall receive a step increase on his or her Anniversary Date provided his or her performance meets the standards, expectations, and requirements of the position at the time of his or her last-most recent Annual Evaluation. If an employee fails to meet such standards, expectations and requirements, and if at the employee's subsequent half-yearly evaluation (regularly conducted every six (6) months for employees assigned to patrol, with all other employees evaluated annually; any employee who fails a performance evaluation will be given a follow-up evaluation within six (6) months), the employee meets the standards, expectations and requirements of the position, then the employee shall receive the applicable step increase starting on the first day of the regular pay period after the half-yearly subsequent evaluation is completed. In no case shall a step increase cause the employee's salary to exceed the top step of the salary range.

Article 8 PREMIUM PAYS

Section 8.1 Eligibility

Except as where expressly provided in this Article, Employees shall not be eligible for more than one type of premium pay that falls under this Article 8 at any one time. If an Employee is assigned to two or more separate roles that both qualify for premium pay at different rates, the Employee will receive the higher of the two premiums during the time such dual roles are

assigned.

Section 8.2 Premium Pay for Field Training Officer

Officers who are assigned to field train a new hire shall receive five percent (5%) of their base pay in addition to their base pay for each day they perform as *Field Training Officer (FTO)*, also known as or referred to as a Patrol Training Officer (PTO) (hereinafter referred to as the “*Field Training Officer (FTO)*”).

~~Effective July 1, 2015,~~ *Corporals* who are assigned to field train a new hire shall receive five percent (5%) of their base pay in addition to their base pay, and in addition to either the three percent (3%) or five percent (5%) *Corporal* premium provided in Section ~~8-58.6~~, for each day they perform as *Field Training Officer (FTO)*. No other stacking of premiums is permitted.

~~Effective July 1, 2015,~~ *Sergeants* who are assigned to field train a new hire shall receive five percent (5%) of their base pay in addition to their base pay for each day they perform as *Field Training Officer (FTO)*.

Section 8.3 Premium Pay for Detective and Detective Sergeant

Officers appointed as full-time *Detective* shall receive a five percent (5%) premium in addition to their base salary. *Sergeants* appointed as full-time *Detective Sergeant* shall receive a six percent (6%) premium in addition to their base salary.

Section 8.4 Premium Pay for School Resource Officer and K-9 Officer

Employees appointed as full-time *School Resource Officer* or *K-9* officer shall receive a three percent (3%) premium in addition to their base salary.

Section 8.5 Premium Pay for Traffic Unit Officers

Employees appointed as full-time *Traffic Unit* officers shall receive a three percent (3%) premium in addition to their base salary. Other terms and conditions governing the *Traffic Unit* are stated in Attachment E to this Agreement.

Section 8-58.6 Premium Pay for Corporal

Officers assigned as full time *Corporals* shall receive a three percent (3%) premium in addition to their base pay for the duration of the assignment to *Corporal* status. In accordance with the terms and conditions of Attachment B, the Chief will assign no more than four *Officers* to *Corporal* status.

Corporals who are assigned primary supervisory responsibility in the temporary absence of a sergeant or acting sergeant assigned to the same shift for a period of time in excess of 7 consecutive regularly scheduled work shifts, during which the regularly assigned sergeant or acting sergeant does not perform any normal duty assignments, shall receive a 5% premium applied to his/her base monthly salary for every day within that period in excess of the initial 7 consecutive work shifts. This premium will not be in addition to the 3% *Corporal* premium.

Section 8-68.7 Acting Chief Pay

~~2015-2018 – 2017-2020~~ Collective Bargaining Agreement between the City of Mill Creek and the Mill Creek Police Officers’ Guild

Sergeants formally designated as Acting Chief shall receive a 5% premium in addition to their base salary for each day they perform as Acting Chief.

Article 9 INCENTIVE PAYS

Section 9.1 Educational Incentive Program

An education premium shall be paid at one of the following rates to employees who have successfully completed a prescribed course of study through an accredited institution as set forth below and successfully completed the probationary period.

Level of Education	Monthly Base Salary Premium
▪ associate’s degree	Two percent (2%)
▪ bachelor’s degree	Four percent (4%)
▪ master’s degree in an Approved Field of Study	Five percent (5%)

For the purposes of this section, an *Approved Field of Study* is designated to be:

- Business Administration
- Education
- Political Science
- Sociology
- Criminology
- English
- Psychology
- Computer Science
- Law & Justice
- Public Administration

~~Effective July 1, 2015, all All~~ bachelor’s degrees will be paid at 100% of the educational premium; no *Field of Study* restrictions apply to bachelor’s degrees.

Employees hired prior to *July 1, 1995*, who earned 90 quarterly college credits or the equivalent towards a bachelor’s degree prior to January 1, 2012 shall be entitled to a two percent (2%) monthly base salary premium.

An *Employee* who does not possess an associate’s degree, but who enrolls and obtains a minimum grade of a C in classes in an *Approved Field of Study* is eligible for tuition reimbursement, as per the *City’s* personnel policies, in an amount not to exceed five hundred dollars (\$500) on an annual basis (*January 1 to December 31*).

Section 9.2 Longevity

An employee shall receive a longevity premium provided they have met all of the following criteria:

- A. have consistently met standards, expectations, and requirements of the position;
- B. have been employed as a commissioned officer of the *City of Mill Creek* for a minimum of seven (7) years of completed service (i.e., 84 months); and,

Longevity premiums shall be awarded based on years of service as a commissioned officer of the *City of Mill Creek* according to the following schedule:

~~2015-2018 – 2017-2020~~ Collective Bargaining Agreement between the City of Mill Creek and the Mill Creek Police Officers’ Guild

Greater than 7 years	Greater than 10 years	Greater than 15 years	Greater than 20 years	Greater than 25 years
2%	3%	4%	5%	6%
<i>All longevity premiums are calculated on base pay and are not cumulative.</i>				

If the employee fails to meet standards, expectations, and requirements of the position, the longevity premium will expire. If, at the employee’s subsequent evaluation (regularly conducted every six (6) months for employees assigned to patrol, with all other employees evaluated annually; any employee who fails a performance evaluation will be given a follow-up evaluation within six (6) months), the employee meets the standards, expectations, and requirements of the position, then the employee shall receive the longevity premium according to the above schedule.

Section 9.3 Stacking

~~Effective January 1, 2015, Employees may stack eligible longevity and education premiums when they have been employed as a commissioned officer of the City of Mill Creek for a minimum of eight (8) years. Effective July 1, 2015, Employees may stack eligible longevity and education premiums when they have been employed as a commissioned officer of the City of Mill Creek for a minimum of seven (7) years~~ of completed service (i.e., 84 months).

Article 10 LEAVES

Section 10.1 General

Accrued Annual Leave and Holiday Bank hours shall be scheduled in accordance with the July 10, 2012 Memorandum of Understanding, as amended, that is attached and incorporated by reference herein as Attachment C.

Section 10.2 Holidays

A. The City observes the following ten (10) holidays: *New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day.*

Section 10.3 Holiday Bank

A. In lieu of holidays listed in *Section 10.2.A*, all *Employees* who have completed the Academy will receive eighty (80) hours of holiday bank on *January 1* of each year. These hours are banked and can be used in the same manner as annual leave. While attending the academy, holidays are taken and paid on the days City Hall closes in observation of the holiday to the extent the academy is closed for the holiday on the same day. In instances where an entry level employee completes the academy mid-year, the employee will receive holiday bank equivalent to the number of holidays remaining in the year as of the completion of the academy. New lateral employees who are fully-commissioned at the time of hire will receive a holiday bank equivalent to the number of holidays remaining in the year as of the date of the employee’s first day of scheduled work.

B. Banked holiday hours may be used at any time during the year provided that:

1. Requests to use banked holiday hours shall be submitted in accordance with *Article 10, Section 1,*
 2. Employees shall be paid for any unused banked holiday hours for holidays occurring between *January 1* and the time of the *employee's* separation from the *City* within that same calendar year; and,
 3. Employees shall reimburse the *City* for any holiday hours used in advance of the holiday occurring at the time of an employee's separation from the *City*. Reimbursement shall be deducted from the employee's final paycheck. At the time of hire, employees shall acknowledge this term of employment by signing the form exhibited as *Attachment D.*
- C. All unused banked holiday hours shall be forfeited at the end of each calendar year. If the *City* cancels an employee's approved banked holiday hours request during the period *November 15* through *December 31* of any year and the time off cannot be rescheduled to a mutually agreeable time prior to the end of the calendar year, provided the employee has had their written request for leave approved by the *Chief* or his designee at least forty-five (45) calendar days prior to the leave, the *City* agrees to allow carryover of the canceled banked holiday hours until *March 31* of the subsequent year.
- D. All employees are entitled to one floating holiday (8 hours) per year. New employees whose hire date is October 1 or later do not accrue a floating holiday for that calendar year. The floating holiday shall be taken by an employee at any time during the calendar year with prior approval of their assigned sergeant. Employees may not take the floating holiday during their trial period. Floating holidays may not be carried over from one calendar year to the next; however, if an employee's trial period crosses over into the next calendar year, the employee may carry the prior calendar year's floating holiday over to the next calendar year. Employees who are separated from employment with the *City* during their trial period will not be paid for unused floating holiday.
- E. Employees who start a shift on the calendar date of an observed holiday shall receive pay for that shift at one and one-half (1.5) times their regular rate of pay.

Section 10.4 Annual Leave

Annual leave shall be granted to all *Employees.*

- A. Paid annual leave will be granted according to the following schedule and will be accrued monthly.

Months of Service	Hours per Month
0-48	8
49-84	10
85-120	12
121-180	14
181+	16

- B. The maximum number of annual leave hours which may be carried over from December 31 of one year to January 1 of the next year is three hundred (300) hours. Accrued hours in excess of three hundred (300) will be forfeited. If the *City* cancels an employee's approved vacation request of more than four (4) consecutive days during the period *November 15* through *December 31* of any year and the time off cannot be rescheduled to a mutually agreeable time prior to the end of the calendar year and such cancellation causes the accrual to go over the three hundred (300) hour limit, provided that the employee has had their written request for leave approved by the *Chief* or his designee at least forty-five (45) calendar days prior to the leave, the *City* agrees to allow the carryover of any time over three-hundred (300) hours of the canceled annual leave until *March 31* of the subsequent year.
- C. All employees are encouraged to take annual leave during the year in which it is earned. After one (1) year of employment, employees shall take a minimum of five (5) days of annual leave per calendar year. The minimum increment in which annual leave may be taken is one (1) hour.
- D. Upon an employee's separation from the *City*, the *employee* or beneficiary shall be paid for unused annual leave at their current rate of pay. Cash payment for unused annual leave upon separation may not exceed three-hundred (300) hours.

Section 10.5 Sick Leave

- A. Any employee who expects to arrive late or to be absent from work must advise their supervisor or the *Chief* as early as possible before the employee's scheduled starting time, but for swing and graveyard shift employees, this notice shall normally be not less than two (2) hours before the employee's scheduled starting time. Frequent tardiness or absenteeism will be treated as a cause for disciplinary action.
- B. Sick leave with pay for full-time regular employees shall be accrued at the rate of eight (8) hours per month. ~~Any sick leave accrued but unused in any year shall be accumulated for succeeding years up to a maximum one thousand forty (1,040) hours, or six (6) months~~ Employees may accrue sick leave without limit, however, an employee may only carry-over a maximum of one thousand forty (1,040) hours, or six (6) months, at the end of each calendar year. Employees who are granted paid sick leave shall continue to accrue sick leave at the indicated rate during such absence.
- C. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:
 - 1. illness or physical incapacity of the employee,
 - 2. forced quarantine of the employee in accordance with community health requirements,
 - 3. physical or mental health examinations of employee or member of employee's immediate family,
 - 4. extension of bereavement leave,
 - 5. to care for the employee's child because the child has a health condition that requires treatment or supervision, or
 - 6. to care for the employee's spouse, parent, parent-in-law, or grandparent who has a serious

health condition or an emergency condition.

7. When an employee is eligible under the Family Medical Leave Act to take bonding leave to bond with his or her child that was born or adopted within 12 months of the use of such leave, up to 160 hours of accrued sick leave may be used concurrently with approved FMLA bonding leave even if the employee's child or spouse does not have any health condition requiring treatment, supervision or care.

7.8. Any other use required by law.

Sick leave shall be taken in no less than fifteen (15) minute increments.

- D. The *Chief* may require the absent employee to obtain a physician's statement stating the cause and circumstances of the absence for the purpose of assuring that employees are utilizing sick leave benefits for the purposes intended by the *Agreement*. Failure to obtain a physician's statement may be cause for denial of sick leave pay for the period of absence.
- E. Any employee found to have abused sick leave by falsification or misrepresentation may be subject to disciplinary action.
- F. Employees shall not be paid for any unused sick leave benefits upon separation of employment except in the following circumstances:
 - 1. *Employees* who have served the *City* for a period of ten (10) consecutive years shall receive twenty-five percent (25%) of their unused sick leave balance upon retirement from law enforcement. Retirement means:
 - a. an *Employee* is no longer working for the *department* or another law enforcement/security position, and;
 - b. the *Employee* has applied for, is eligible and is receiving retirement benefits through the LEOFF retirement system.
 - 2. *Employees* who die while off-duty at any time during their employment with the *City* will receive twenty five percent (25%) of their unused sick leave balance.
 - 3. *Employees* who are killed in the line of duty will receive one hundred percent (100%) of unused sick leave balance. The *Employee* must be a current *employee* of the *City of Mill Creek* and must be performing official duties consistent with the laws, regulations, and policies of the *City of Mill Creek* at the time of death.

Section 10.6 Leave Related to the Birth or Adoption of a Child

Employees who miss work due to pregnancy related complications or illness shall be granted all rights and benefits as an employee off work due to illness. In addition, the *City* will provide all state and federal benefits and rights required to be provided to employees relating to the birth or adoption of a child, including, but not limited to, those benefits required pursuant to the Family Medical Leave Act, the Washington Family Leave Act, Washington State Family Care Act, and the Washington Law Against Discrimination.

Section 10.7 Jury Duty

Time off with pay will be granted for jury duty provided that the employee assigns monies received for such service to the *City* and provided that they return to work on any day they are excused from service, when four or more hours of the employee's scheduled work day remain.

Section 10.8 Unpaid Leave of Absence

Leaves of absence without pay may be granted at the discretion of the *City Manager* for good cause. Prior to leave without pay being granted, all annual leave time, compensatory time off, holiday bank hours, and the floating holiday must be exhausted. If the leave qualifies for one of the allowed uses listed in Section 10.5.C of this Agreement, accrued sick leave must also be exhausted. At any time during the leave of absence, for good cause or to maintain the efficiency or effectiveness of the department, the *City Manager* may require the employee to return to work. No annual or sick leave benefits or any other benefits shall accrue, or be paid, while an employee is on leave without pay. An employee on an approved leave of absence without pay may continue their health insurance benefits by paying the full premium cost to the *City* in advance for each month of absence.

Section 10.9 Military Leave

- A. Any *Employee* who is a member of the *Washington National Guard* or *Federal Reserve Military Unit* is entitled to be absent from their duties with the *City* with full pay for up to twenty-one (21) days during each calendar year while engaging in the performance of officially ordered military duty and while going to or returning from such duty. Such leaves shall be in addition to any other leaves or annual leave benefits. During the period of military leave, the employee shall continue to accrue all leave benefits and to receive their normal rate of pay.
- B. Employees who are called or volunteer for services with the *Armed Forces of the United States* or the *Washington National Guard* are entitled to be considered for reinstatement in accordance with the provisions of the laws of the *State of Washington*.
- C. An employee promoted to fill a vacancy created by a person serving in the armed forces will hold such position on a temporary basis, subject to the return of the absent *employee*. The promoted employee may be restored to the position he held previously or another equivalent position, if available.
- D. A new employee hired to fill a vacancy created by a person serving in the armed forces shall hold such position subject to the return of the absent employee. The new employee may be placed in an equivalent position or, if no such position exists, may be subject to separation.

Section 10.10 Bereavement Leave

- A. In the event of a death in the employee's immediate family, the employee may be granted leave of absence not to exceed three (3) working days with pay.

- B. For bereavement leave purposes the employee's immediate family is defined as the employee's spouse, child, parent, brother, sister, guardian or grandparent, mother-in-law, father-in-law, or any other person residing with or legally dependent upon the employee. Unusual circumstances may receive individual consideration by the *City*.

Section 10.11 Temporary Assignments and Light Duty

Employees who have a verified medical condition that substantially restricts or prohibits them from performing their primary duty assignment may be afforded a temporary or light duty assignment if such assignment is available. The *Chief*, or a designee, may accommodate requests for temporary or light duty assignments, when available, under the following conditions:

- A. a temporary or light duty assignment shall be available only during the period of time that the employee is unable to perform their primary assignment.
- B. the employee is qualified and capable of performing the temporary or light duty assignment.

If available, temporary or light duty assignments will not conflict with any restrictions or required accommodations as defined by the employee's physician.

Temporary or light duty assigned employees will be scheduled by, and work under the direct supervision of, an assigned sergeant, commander or the Chief.

Temporary or light duty assignment requests, under normal circumstances, will only be considered if the anticipated duration of the medical condition is two (2) consecutive calendar weeks or more. The anticipated duration must be verified in writing by a physician prior to consideration.

The *City* will first make use of all available temporary or light duty assignments within the police department operation. If a temporary or light duty assignment is not available within the police department, or if those available hours/duties have been expended, the employee may be offered another assignment within the *City* if available. If a temporary or light duty assignment is offered and accepted outside of the *department*, including passports, the employee will be compensated at a rate of pay for that position classification. Such compensation may be less than the employee's standard hourly/monthly rate of pay.

If an employee gains advance knowledge of a medical condition that may be cause to request a temporary or light duty assignment, the employee is encouraged to provide the *City* notice as soon as possible and practical.

If two (2) or more employees request temporary or light duty assignments during the same time period, or if requested periods overlap, the *Chief* will consider such requests based on the following criteria in order of importance:

1. date that the temporary or light duty request was received.
2. preference will be given to medical conditions that occurred on-duty.
3. seniority of the employee, without preference to rank or assignment.

Article 11 HEALTH AND WELFARE

Section 11.1 Eligibility for Benefits

A. Employees are eligible for employee benefits as described in *Articles 8, 9, and 10*.

Section 11.2 Health Care Insurance

~~A. For 2015 and 2016, the City will provide Employees the option of enrollment in one of two health care insurance plans offered by the Association of Washington Cities (AWC) Benefit Trust. Employees may select either AWC HealthFirst "Zero" No Deductible or the AWC High-Deductible Health Plan (HDHP) with optional Health Savings Account (HSA).~~

~~A. Effective January 1, 2017, employees~~ Employees have the option of enrollment in one of two health care insurance plans offered by AWC. Employees may select either AWC HealthFirst 250 or the AWC HDHP with optional HSA.

B. Health care insurance may only be purchased in increments of one month. New employees are eligible for coverage on the first day of the calendar month following employment. However, employees hired on the first day of the calendar month shall be eligible for health care coverage immediately.

C. When an employee is separated from employment with the City, health care insurance benefits will continue until the last day of the month of separation from employment. The City will pay its portion of the premium cost for that entire month and the employee is responsible for his/her share of the premium, if applicable.

D. The City shall contribute one hundred percent (100%) of the premium for the employee's dental and vision insurance, and one hundred percent (100%) of the premium for dependents' dental and vision insurance. However, Employees agree that they will pay the additional monthly amount equal to the difference in premiums between Dental Plan A and Dental Plan F for any given year.

For any AWC health care insurance plan selected, the City shall contribute ninety percent (90.0%) of the premium for the employee's medical insurance, and ninety percent (90.0%) of the premium for dependents' medical insurance.

~~Effective January 1, 2016, employees~~ Employees who enroll in the AWC HDHP with HSA option shall receive fifty percent (50.0%) of the premium cost-savings from the other applicable AWC health care insurance plan offered by the City (*i.e.*, ~~AWC HealthFirst "Zero" No Deductible in 2016 and AWC HealthFirst 250 in 2017~~). A dollar amount equal to fifty percent (50.0%) of the premium cost-savings from the premium level enrolled (*e.g.* employee only, employee + 1 dependent, etc.) will be deposited by the City into employees' HSAs on a monthly basis. HSA contributions will only be made for the employee and dependents who are enrolled in the AWC HDHP with HSA. If an Employee enrolls in the AWC HDHP and declines coverage for any dependents, no HSA contributions will be made for such dependents. However, an Employee declining coverage for dependents may be eligible for alternative fringe benefits pursuant to Section 11.2.E. Employees will be responsible for all administrative fees charged by the bank administering the employee's HSA.

- E. The *City* will provide employees with a *Section 125* plan that allows for any premium payment made in accordance with that plan to be made on a pre-tax basis. Any employee hired on or before July 1, 2015 who chooses not to purchase health insurance benefits for themselves or their eligible dependents may choose to have the *City* pay up to fifty percent (50%) of the amount that the *City* would have contributed towards employee/dependent health insurance for use towards a choice of alternative fringe benefits, subject to any taxes or withholdings required by law. This choice does not apply to any employee who declines coverage because they are an eligible dependent of another full-time employee. The choice of alternative fringe benefits include legally accepted *Section 125* expenditures, alternative insurance coverage (to the extent permitted by the Affordable Care Act without penalty to the *City*), ~~MEBT contributions~~, or deferred compensation contributions. Employees have no right to receive cash in lieu of these alternative fringe benefits. Employees may choose during the *City's* open enrollment period whether they will waive insurance coverage for eligible dependents. Re-enrollment to *City* coverage can be accomplished during the open enrollment period or immediately if other coverage is terminated, as provided in *City* coverage re-enrollment contracts. Upon re-enrollment, payment towards alternative fringe benefits will be reduced or eliminated accordingly.

To comply with the requirements of the Affordable Care Act (ACA) or otherwise avoid IRS penalties imposed in conjunction with the ACA, the *City* may require employees who choose to participate in the benefit described in this Section to provide proof of enrollment in other employer-sponsored group health coverage (e.g. proof of coverage through the employer of a spouse). Employees' participation in the benefit described in this Section may be restricted by the *City* if it will result in a violation of the ACA or otherwise result in the imposition of penalties, and subject to the restrictions of Section 11.2.F below.

- F. An employee who is eligible for *City*-provided insurance coverage may elect to decline medical and/or dental coverage provided that the *City* is able to maintain its required underwriting participation requirements. An employee may not decline participation in vision insurance coverage. When the participation requirement threshold is reached, the opportunity to decline coverage will be extended to employees on the basis of seniority. The option to decline, and any re-enrollment options, will be subject to any and all underwriting requirements put forward by the provider.

Section 11.3 Municipal Employee Benefit Trust (MEBT)

- A. Each employee shall contribute one hundred percent (100%) of the amount of the current employee's tax under the *Federal Insurance Contributions Act to MEBT*, and the *City* shall contribute one hundred percent (100%) of the current employer's tax under the *Federal Insurance Contributions Act*.
- B. Each employee shall notify the *Plan* Administrator on the designated form at least thirty (30) days prior to the anniversary date of the *Plan* of their intention to make any extra employee contributions. Extra employee contributions shall be limited per the MEBT plan document. Such extra employee contributions may be handled through deductions from monetary compensation each pay period.
- C. Benefits shall vest according to the *MEBT* plan.

Section 11.4 Deferred Compensation Plan

Employees may defer a portion of their taxable income into a retirement savings plan which is subject to federal rules and regulations governing deferral limits, tax liability, and restrictions on withdrawals.

Section 11.5 Retirement Program

Employees are required to participate in the *Law Enforcement Officers' and Fire Fighters' (LEOFF) Retirement System* as long as their compensated hours continue to qualify them for service credit under the appropriate plan. Participating employees shall pay any required amounts towards the contribution costs by means of a payroll deduction.

Article 12 GRIEVANCE PROCESS

The grievance procedure is established to further good employee/employer relations by providing employees with a means for airing problems or complaints regarding their employment with the *City*. It is the *City's* policy to provide appropriate avenues of communication to meet a variety of needs and to encourage honest and open communication in the employee/supervisor relationship. Employees and supervisors are encouraged to resolve problems and pursue solutions through an informal process of communication and problem-solving. It is in the interests of the organization that problems be resolved at the lowest level possible. If, however, an employee feels that after working with their supervisor a satisfactory solution has not been reached, a formal grievance may be filed. No retaliation, disciplinary action or discrimination shall occur because of the filing of a grievance, nor shall such filing prevent the *City* from taking appropriate personnel actions.

Section 12.1 Definition and Eligibility

A grievance is a dispute, disagreement, or complaint by an employee or party to the agreement alleging a violation of this agreement. Employees who are still in their trial period are not eligible to grieve their discharge. Claims of employment discrimination, other than those related to union membership, or any harassment related claim, are not subject to the grievance procedure.

Grievances not involving disciplinary actions shall be made only as provided in *Section 2* of this *Article*. Grievances involving disciplinary actions may be made either as provided in *Section 2* of this *Article* or through the civil service appeals process, but not both. The *Employee* shall be deemed to have selected an alternative when a written notice is first filed under either alternative. No relief shall be available through the *civil service* appeals process as to any matter which has been submitted as a grievance under the terms of this agreement or as to any matter not within the jurisdiction of the *Civil Service Commission*.

Grievances shall be submitted in writing and contain: (1) a brief description of the facts, (2) the Article or Section of the Agreement violated, and (3) the remedy requested. The grievance shall be dated and signed by the employee or Guild representative.

Section 12.2 Procedure

A grievance shall be handled in the following manner:

- Step 1. The Employee or Guild representative will present the grievance to the employee's supervisor within ~~ten-fourteen~~ (10) calendar days of its alleged occurrence or when the *Employee* should reasonably have discovered the alleged occurrence. The supervisor shall respond, in writing, to the complaint within ~~ten-fourteen~~ (10) calendar days of receiving the complaint.
- Step 2. In the event no agreement is reached or the *Employee* is not satisfied with the outcome, the Employee or Guild representative may submit a written complaint to the *Chief* within ten (10) calendar days of receipt of the unsatisfactory response. Acknowledgment of *Employee's* complaint shall be made in writing within five (5) calendar days, and every effort shall be made by the *Chief* to resolve the complaint, in writing, within ten (10) calendar days of its acknowledgment.
- Step 3. In the event no agreement is reached or the *Employee* is not satisfied with the outcome, the Employee or Guild representative may submit a written complaint to the *City Manager* within ten (10) calendar days of receipt of the unsatisfactory response. The *City Manager* shall acknowledge receipt of the complaint, in writing, within five (5) calendar days of its presentation. The *City Manager* may conduct an informal hearing or investigation of the grievance. The *City Manager's* decision, in writing, shall be made within twenty (20) calendar days of the acknowledgment.
- Step 4. Without limiting the definition and eligibility of a grievance as described above, *Step 4* does not apply to written reprimands. In the event no agreement is reached or the *Employee* is not satisfied with the *City Manager's* decision from Step 3, the Guild may submit a written *Notice of Arbitration* to the *City Manager* within ten (10) calendar days of receipt of the unsatisfactory response. The *City Manager* shall acknowledge receipt of the *Notice of Arbitration*, in writing, within five (5) calendar days of its presentation. The arbitration shall proceed as follows:
- a) The cost of any hearing room and the cost of a shorthand reporter, if any, shall be borne equally by the *City* and the *Guild*. Each party shall pay the expenses of their own representatives. The cost and expenses of the arbitrator shall be borne solely by the non-prevailing party. In the event the arbitrator is unable to determine who the prevailing party is, those expenses shall also be borne equally by the *City* and the *Guild*.
 - b) Within ten (10) calendar days of acknowledging the *Notice of Arbitration*, the parties shall attempt to jointly choose an arbitrator, if after ten (10) calendar days, the parties have not been able to reach agreement on an arbitrator, they will jointly apply in writing to the nearest office of the *American Arbitration Association (AAA)* or another arbitration service agreed to by the parties for a list of five (5) arbitrators. Within three (3) calendar days of receiving the list of arbitrators each party shall strike two (2) names. The party to do so first shall be determined by coin flip. The remaining unstricken name shall serve as arbitrator for the grievance.

- c) The administrative record of the grievance shall be provided by the *City* to the arbitrator at least three (3) days before the arbitration session commences.
- d) Unless otherwise agreed, the arbitration shall be conducted at the offices of *AAA*. The *Employee* shall be entitled to appear at the arbitration with a *Guild Representative*. Both parties shall be allowed to have legal representation. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify in any way the terms of this *Agreement*, but shall be restricted solely to resolving the issue presented by the challenged action.
- e) The arbitration shall be completed and a decision issued within thirty (30) days of the deadline for submitting post-hearing briefs to the arbitrator. The arbitrator's decision shall be written, shall review the facts of the grievance and the arbitrator's conclusions, shall state the arbitrator's decision on the issues presented, and shall identify the prevailing party.
- f) Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the parties by mutual written agreement. All dates shall be calculated as calendar days.

Article 13 WORK STOPPAGES

The *City* and the *Guild* agree that the public interest requires efficient and uninterrupted performance of all *City* and departmental services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the *Guild* shall not cause or condone and no *Employee* shall commit any work stoppage, including any strike, slowdown, refusal to perform assigned duties, sick leave, or other absence which is not bona fide, or other interference with *City* or departmental functions. In the event of such work stoppage or interference, the *Guild* agrees to take every appropriate step to promptly end such work stoppage or interference.

Article 14 UNIFORMS

Section 14.1 Uniform Issuance and Replacement

Each *Employee* who is required to wear a uniform will be issued uniforms pursuant to the *City's* uniform policy. The *City* shall replace at the *City's* expense any *City* issued uniform that is no longer serviceable as a result of on duty damage or wear and tear.

Employees assigned to specialty rotations (e.g., K-9 officers, Traffic Unit officers, etc.) will be provided all equipment necessary to perform the duties of the specialty rotation pursuant to the *City's* uniform policy.

Section 14.2 Uniform Cleaning

Upon receipt of a dry cleaning bill, the *City* shall pay a selected dry cleaner the cost of cleaning one (1) uniform shirt and pants four times per fourteen (14) day cycle. The *City* shall pay for cleaning of sweaters and outerwear two (2) times per year. The *City* shall not pay for the cost of cleaning jumpsuits unless otherwise provided by *City* policy. If the *City* requires detectives to regularly wear a suit and tie on a daily basis as a regular required uniform while working at the Police Department, the *City* will pay a selected dry cleaner the cost of cleaning such uniform. The *City* will not pay cleaning costs under this Section for times a Detective is required to wear a suit and tie for a special circumstance, such as attendance in court.

Section 14.3 Bullet-Proof Vests

The *City* will provide bullet-proof vests which shall be worn in accordance with the *Police Department Policy & Procedures Manual*.

Section 14.4 Annual Equipment Allowance

~~For 2015 (expiring December 31, 2015), as a continuation of the practice from the expired 2012-2014 Agreement, the *City* shall purchase or reimburse Employees for duty-related footwear and/or collar microphones in an amount not to exceed a combined biennial total of \$250 (two hundred and fifty dollars) including any applicable taxes and/or shipping costs. Footwear and/or Collar Microphone purchases and/or reimbursements may be made upon hire and every other year thereafter. The *City* will not pay more than \$250 for any combination of the footwear and/or collar microphone in any two-year period per individual Employee.~~

~~Effective January 1, 2016~~ On or about January 10 of each calendar year, the *City* shall provide Employees with a flat-rate payment of \$125.00 for the purchase of duty-related equipment not provided by the *City* (e.g. footwear, collar microphones, etc). Receipts are not required. ~~On or about January 5, 2016, each employee will be given a flat-rate payment of \$250 for the purchase of duty-related equipment, including the payment of any associated taxes or shipping costs. On an annual basis thereafter (i.e. January 5 of each year), employees shall be given a flat-rate payment of \$125.~~ Newly-hired employees shall be given a flat-rate payment of \$250 on the date they are hired but will not qualify for additional payments in the year of their hire.

Article 15 OFF-DUTY EMPLOYMENT

Employees seeking employment during off-duty hours shall submit a written request for approval to the *Chief*, which fully describes the nature of the work to be performed and the hours to be worked. The request will be denied if the *Chief* determines that the off-duty employment involves misuse of the commission, could adversely affect the *Employee's* on-duty work performance, could adversely affect the *Department's* image or efficiency, or could be a conflict of interest.

Article 16 MANAGEMENT RIGHTS

- A. The *Guild* recognizes the prerogative of the *City* to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.
- B. The *City* has the right to schedule overtime work as required in a manner most advantageous

to the department and consistent with the requirements of municipal employment and the public safety.

- C. It is agreed by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- D. The *City* reserves the right to discharge or discipline an Employee for cause and to lay off personnel for lack of funds or for the occurrence of conditions beyond the control of the *Department*.
- E. The *City* shall have the right to determine reasonable schedules of work and to establish the methods or processes by which such work is performed.
- F. No policies or procedures covered in this *Agreement* shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the *City* or its officials, including but not limited to:
 - 1. The responsibility of the *City Manager* as the *Chief Executive Officer* of the *City* for enforcing the laws of the *State* and *City*, recommending an annual budget or directing the proper performance of all executive departments;
 - 2. The responsibility of the *City Council* for the enactment of ordinances, the appropriation of monies and final determination of employee compensation;
 - 3. The responsibility of the *Civil Service Commission*, as provided by *City* ordinance, for determining status and tenure of Employees, certifying registers, and reviewing appointments for the police service;
 - 4. The responsibility of the *Chief* and designees are governed by ordinances, *Civil Service Rules*, and *Departmental* rules, as limited by the provisions of this *Agreement*, to:
 - a. recruit, assign, transfer or promote members to positions within the *department*;
 - b. take disciplinary action against *Employees*;
 - c. determine methods, means, and personnel necessary for *departmental* operations;
 - d. control *departmental* budget; and
 - e. take whatever actions are necessary in emergencies in order to assure the proper functioning of the *Department*.

Article 17 EMPLOYEE’S RIGHTS

- A. All *Bargaining Unit Members* shall be entitled to the protections that are set forth in this *Article*.
- B. *Bargaining Unit Members* shall be informed in writing about the nature of any investigation that they are requested or directed to participate in by the *Department*, either as a witness or as a suspect. *Bargaining Unit Members* shall be provided with this information within a reasonable period of time (at least seventy-two (72) hours except in the case of a bona fide emergency) before any interrogation or questioning of the *Bargaining Unit Member*

commences. The information provided to *Bargaining Unit Members* in this regard shall be sufficient to reasonably apprise the *Bargaining Unit Member* of the specific nature of the allegations that are the subject of the investigation.

- C. Any interrogation or questioning of a *Bargaining unit member* shall take place at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practical, interrogations shall be scheduled during regular business hours, Monday through Friday.
- D. All *Bargaining Unit Members* who are asked to participate in a *Departmental* internal investigation, either as a witness or as a suspect, will be advised before they are questioned that they have the right to have a *Guild representative* and/or a *Guild attorney* present to advise and/or to assist them during such questioning. Before commencing any questioning, the *City* will also make a reasonable effort to accommodate the schedule of any *Guild representative* or *Guild attorney* that a *Bargaining Unit Member* asks to be present during questioning, so that the representative or attorney of the *Bargaining Unit Member's* choice will have a reasonable opportunity to be present during the questioning given the particular circumstances presented.
- E. Questioning of *Bargaining Unit Members* will be conducted in accordance with the federal and state constitutional and statutory rights of the *Bargaining Unit Member*. For instance, no *Bargaining Unit Member* will be required to take a polygraph examination for any purpose connected with an internal investigation.
- F. Questioning shall not be overly long and *Bargaining Unit Members* will be afforded a reasonable opportunity during the questioning process to attend to personal necessities, meals, telephone calls, and rest periods. *Bargaining Unit Members* will also be provided with a reasonable opportunity to caucus with their *Guild representative* and/or *Guild attorney* upon request during the questioning process.

Article 18 SAVINGS CLAUSE

All provisions of this *Agreement* shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of competent jurisdiction. In such event, either party may request renegotiations of such invalid provisions for the purpose of adequate and lawful replacement thereof. Such findings shall have no affect whatsoever on the balance of this *Agreement*.

Article 19 DURATION OF THIS AGREEMENT

This *Agreement* shall be effective and shall remain in full force from January 1, ~~2015-2018~~ through December 31, ~~2017~~2020.

Rebecca Polizzotto, City Manager
City of Mill Creek

Date

Jesse Mack, Guild President
Mill Creek Officers Guild

Date

Attest:

~~Kelly Chelin~~Gina Pfister, City
Clerk
City of Mill Creek, Washington

Date

Attachment A to ~~2015-2018~~-~~2017-2020~~ Labor Agreement

Signing Bonus – On or about the first payroll period following mutual ratification of this Agreement by the City and Guild, each Guild member will receive a one-time payment of one-thousand dollars (\$1000), subject to standard taxable withholdings.

[Note: The wage tables below will be updated by the City’s finance department before the final agreement is signed. The Guild will have an opportunity to review.]

Non-Sergeant’s Salary Schedule

January 1, ~~2015-2018~~: The following salary schedule shall be in effect, reflecting a ~~2.253.0~~% across the board increase.

Year	Step A (0-12 mo)	Step B (13-24 mo)	Step C (25-36 mo)	Step D (37-48 mo)	Step E (49-60 mo)	Step F (61 + mo)
2014 (Ref. only)	\$4,828	\$5,125	\$5,422	\$5,719	\$6,016	\$6,471
2015	\$4,937	\$5,240	\$5,544	\$5,848	\$6,151	\$6,617
2016	\$5,085	\$5,398	\$5,710	\$6,023	\$6,336	\$6,815
2017	\$5,212	\$5,532	\$5,853	\$6,174	\$6,494	\$6,985

Effective January 1, ~~2016-2019~~ the above referenced pay schedule shall be in effect and reflects a 3.0% across the board increase.

Effective January 1, ~~2017-2020~~ the above referenced pay schedule shall be in effect and reflects a ~~2.53.0~~% across the board increase.

Sergeant’s Salary Schedule

January 1, ~~2015-2018~~: The following salary schedule shall be in effect, reflecting a ~~2.253.0~~% across the board increase.

Year	Step A (0-12 months)	Step B (13-24 months)	Step C (25-36 months)
2014 (Ref only)	\$6,796	\$7,136	\$7,492
2015	\$6,949	\$7,297	\$7,661
2016	\$7,157	\$7,515	\$7,890
2017	\$7,336	\$7,703	\$8,088

Effective January 1, ~~2016-2019~~ the above referenced pay schedule shall be in effect and reflects

~~2015-2018 – 2017-2020~~ Collective Bargaining Agreement between the City of Mill Creek and the Mill Creek Police Officers’ Guild

a 3.0% across the board increase.

Effective January 1, ~~2017-2020~~ the above referenced pay schedule shall be in effect and reflects a ~~2.53.0~~% across the board increase.

Attachment B

[add Memo]

Attachment C

[add MOU]

Attachment D

Reimbursement at Time of Employee's Separation for Holidays Used Prior to Occurrence of Holiday

I, _____ understand that, per the terms of this *Agreement*, the City has a system of “banking” holiday hours.

I further understand that, per the terms of this *Agreement*, I may use these holiday hours in advance of the date on which the actual holiday occurs.

I further understand that, per the terms of this *Agreement*, at the time of my separation from employment with the City, I am required to reimburse the City for any holiday hours which I use in advance of the date on which the actual holiday occurs.

I further understand that, per the terms of this *Agreement*, reimbursement shall be deducted from my final paycheck.

Signature: _____ Date: _____

Attachment E **Traffic Unit**

The Employer and the Guild agree to the following terms concerning the Traffic Unit:

1. The annual shift bid and paid leave scheduling procedure described in Article 5 and Attachment C shall continue unchanged. As for paid leave scheduling, the roles and responsibilities of Guild members assigned to the Traffic Unit will not impact scheduled leave time. As for shift bidding, although the City prefers the Guild members assigned to the Traffic Unit work day shifts, the number of day shift slots available for bid shall remain unchanged and are not guaranteed to the Traffic Unit. The City anticipates the two Guild members currently assigned to the Traffic Unit will be able to bid on day shifts based on their seniority. In the event a Guild member assigned to the Traffic Unit bids a night shift, the parties agree to meet and discuss possible solutions. In the event a solution cannot be reached by the parties, the issue may be submitted to interest arbitration. The City shall not disturb the shift bid results of Guild members assigned to patrol for purposes of placing a Traffic Unit officer on day shift, absent an agreement with the Guild or a decision by an interest arbitrator.
2. Guild members assigned to the Traffic Unit shall be predominately focused on traffic duties, but are expected to provide the entire range of regular patrol duties when necessary or called upon. The Guild member assigned to the Traffic Unit patrol vehicle shall provide regular patrol duties when dictated by operational need. The Guild member assigned to the Traffic Unit motorcycle shall also provide regular patrol duties when dictated by operational need; this includes temporary assignment to a regular patrol vehicle for a shift or portion of a shift. The City shall provide instruction on this issue to all patrol officers.
3. Unless otherwise agreed by the parties, the maximum shift rotation for the Traffic Unit shall be four (4) years per Guild member. However, at their option and assuming satisfactory performance, the two Guild members staffing the Traffic Unit as of January 1, 2018 have the option of extending their current rotation to five (5) years. For future rotations, if there are no other qualified applicants, the incumbent officers in the Traffic Unit shall have the option of accepting additional one (1) year rotations.
4. For the next Traffic Unit rotation selection process, the City will draft proposed application requirements and selection criteria. The requirements and criteria will be clear, fair, and transparent. A copy of the proposed requirements and criteria will be submitted to the Guild for consideration at least thirty (30) days before the City seeks to publish them. The City and Guild agree to meet and promptly bargain any changes. Once the requirements and criteria are final, they will be published, and interested Guild members will be given a minimum of thirty (30) days to apply.
5. All members of the Guild are eligible to apply for the Traffic Unit. This includes corporals, sergeants, the SRO officer, detectives, K-9 officers, etc. However, any Guild member who moves to the Traffic Unit shall hold the rank of patrol officer and will not

receive premium pay associated with previously-held specialties or pay associated with the corporal/sergeant positions. For example, a sergeant moving to the Traffic Unit would accept the rank of patrol officer and would relinquish any claim to their civil service rank.

6. Guild members assigned to the Traffic Unit shall be provided all equipment necessary to perform the duties of the position. This includes the specialty equipment needed to operate the Traffic Unit motorcycle. Guild members assigned to the Traffic Unit shall also continue to receive the equipment allowance and any other equipment provided in Article 14 of this Agreement.
7. The patrol vehicle and motorcycle assigned to the Traffic Unit may be take-home vehicles, subject to the operational need of the Traffic Unit and the discretion of the City. The City will draft a take-home vehicle policy outlining the requirements and expectations for the take-home vehicles, which will include a requirement that the Traffic Unit motorcycle shall be garaged or otherwise safely secured while at home.
8. The City will draft a policy document outlining the expectations and duties of officers assigned to the Traffic Unit. A copy of this policy document will be provided to the Guild.
9. Guild members assigned to the Traffic Unit are currently assigned to a patrol schedule under Section 5.3. In the event the City seeks to change the work schedule of the Traffic Unit, the parties will follow Section 5.1 and attempt to reach a mutual agreement. If no mutual agreement can be reached, each party reserves the right to rely on the contract language provided in Article 5 of this Agreement.
10. The City and Guild agree there are certain special events (parades, community events, etc.) where it is beneficial to staff the event with the Traffic Unit motorcycle officer. Under such circumstances, consistent with Article 16(B), the City may assign the Traffic Unit motorcycle officer to the special event, but will furnish the Guild with the consideration that went into the selection of the motorcycle unit for the duty assignment. All other special events shall remain open for all Guild members. The City agrees to provide the Guild a list of those special events it believes are "motorcycle only," but the parties recognize the list is subject to change as new special events arise. The City and Guild shall consult as necessary when new special events are introduced.
11. Effective January 1, 2018, the City agrees to pay a three percent (3%) premium, added to base salary, for Guild members assigned to the Traffic Unit. The premium paid to a Guild member assigned to the Traffic Unit shall cease if the Guild member is permanently reassigned to regular patrol duties. The stacking of premiums shall not be permitted, per the language of Section 8.1 of this Agreement.
12. In an effort to maintain a positive working relationship, the City and Guild agree to meet as needed to discuss any issues that arise concerning the Traffic Unit.
13. The parties agree that the provisions of this Attachment requiring the City to draft policies or procedures do not alter or waive the Guild's collective bargaining rights.

Pursuant to its collective bargaining obligations under RCW 41.56, the City will provide the Guild with notice and an opportunity to bargain any policies or procedures related to the Traffic Unit that may implicate mandatory subjects of bargaining.



Agenda Item # G
Meeting Date: February 27, 2018

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT BETWEEN THE CITY OF MILL CREEK AND SNOHOMISH COUNTY FIRE DISTRICT NO. 7.

PROPOSED MOTION: Motion to authorize the City Manager to execute the Fire and Emergency Medical Services Agreement between the City of Mill Creek and Snohomish County Fire District No. 7 and to take all actions necessary to effectuate the provisions of said contract.

KEY FACTS AND INFORMATION SUMMARY:

Original Contract:

In 1996, the City of Mill Creek and Snohomish County Fire District 7 entered into a 20-year agreement for the provision of fire services in Mill Creek. The significant provisions of that agreement were:

- The agreement enabled the Fire District to construct/purchase a fire station in the City of Mill Creek. Both the Fire District and the City established an equity ownership in the fire station.
- Effective January 1, 1997, the agreement established an assessment baseline whereby the City would be charged for fire and emergency medical services in the amount of \$854,323. Future adjustments could occur every four years based upon a formula within the agreement, provided that the maximum (increase or decrease) for any adjustment in the fourth year did not exceed 6 percent of the baseline of the preceding year. Adjustments could also occur during the intervening years based upon a formula within the agreement, provided that the maximum adjustment was no more than the lesser of:
 - The annual CPI for the Seattle area, subject to a 3 percent annual maximum; or
 - The percentage of the annual City property tax increase, if any.

This long-term partnership created stability for the Fire District, allowing it to provide effective, regionalized services for the benefit of both the City's and District's residents. In return, the City had a great deal of certainty in terms of costs for fire and emergency medical services, while providing for significant cost control measures in the future.

Amendments to Original Contract:

That 20-year agreement was later modified by virtue of the following subsequent amendments:

- LOS MOU (8.17.99)
 - Established two level of service standards for fire services to be applied and

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annually reported:

- An average 6-minute or less fire/EMS response time.
 - Adequate fire flow criteria.
- UGA MOU (12.19.06)
 - Council declared intent not to change the City's UGA boundary in order to maintain consistency with overlapping FPD boundary.
 - 2006 Amendment (12.19.06)
 - Changed the annual assessment to account for additional services to the NE Area Annexation and future annexations.
 - Added a one-time lump sum payment of \$60,000 in 2006 and 2007.
 - Added automatic increases in annual assessment for all future annexations (in an amount equal to (the District's) property taxes for basic fire and EMS services in area annexed.
 - Specific identified cost increases due to NE Area Annexation were \$70,523 for 2006 and \$71,228 for 2007.
 - 2011 Amendment (10.12.11)
 - Increased Annual Assessment for 2011-2016 starting at \$75,000 and ending at \$276,269
 - Added 6% increase in assessment for 2012 over 2011.
 - Added 1% increase in assessment for 2013-2015.
 - Added 6% increase in assessment for 2016.
 - Established/confirmed minimum 5-person staffing at Fire Station
 - 3 person truck
 - 2 person EMS
 - Reconfirmed 6-minute average response time & out-of-service call percentage not to exceed 12%.
 - 2012 Amendment (7.10.12)
 - Restructured basic components of Contract and previous amendments:
 - Increased and restructured the annual assessment formula.
 - Restructured additional EMS funding payments.
 - "Corrected" or restated changes made by the 2011 Amendment.
 - Increased Fire/EMS response time LOS to 7.5 minutes.
 - Specified amount of City's equity interest in Fire Station.
 - Changed the title and vesting plan for ownership of the Fire Station.
 - Replaced 5-year renewal periods with rolling 1-year renewal terms.
 - Added automatic COLA increases to annual assessment for all renewal terms commencing 2017.
 - Transferred cost of 911 dispatching services from District to City.

In general, the 2012 Amendment substantially recast the Contract, removing nearly all of the Contract's cost containment features, softened LOS response standards and changed equity interests and terms relating to ownership of the Fire Station.

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Renewal Negotiations:

The original contract expired on December 31, 2016. Accordingly, the City and the Fire District initiated discussions regarding the renewal of the contract prior to the expiration of the contract. With the hiring of a new City Manager, contract negotiations were suspended to allow time for the new City Manager to review the historical file and come up to speed on the status of the negotiations. The prior administration had projected the 6 year renewal cost at \$28,554,866.

In the intervening 20 years since execution of the original agreement the size and operations of the Fire District changed significantly. The Fire District’s position during negotiation was that the City had to pay its fair share of the costs of fire service. The City did not dispute this assertion. The challenge for the negotiation was to determine “fair share” relative to the Mill Creek Station as opposed to the entirety of the Fire District.

The Contract presented for Council review provides for Fire and EMS services within the City of Mill Creek for the period 2017-2022 at an aggregate cost of \$23,776,791. The material contract provisions in the proposed contract as compared against the original 1996 contract are set forth below:

<u>Comparison of Major Elements</u>		
Subject/Coverage	2017 Fire Services Agreement	1996 Fire Contract
Duration	6 years: 2017 to 2022	20 years: 1996 to 2016
Renewal	Automatic 1-year renewal periods with fixed annual CPI cost increase	Automatic 1-year renewal periods using annual budget and formula changes
Overall FSA Costs + Revenues		
Annual FSA Cost	Fixed annual cost per year for fire services; No ambiguity	Complex formula with unverified budget; Poor enforcement; 6-year reopener
Transport Fees	Defined; District retains	
Dispatch Costs	District pays; Excludes SERS; City approval for change	
SEPA Mitigation Contribution by City	Still applies but better accounting; Annual tracking and reconciliation	Applied to capital assets, but without meaningful accounting or tracking
Annexation Impacts	Tied to tax levy impact	Complex; Variable
Services		
Scope of Fire Services	N/C	All fire services needed by City
Service Philosophy	Cooperative partnership	'Siloed' entities; \$\$ driven
Fire Service Perf. Standards	Narrative + numerical call & service standards	Numerical call response standards

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Comparison of Major Elements		
Subject/Coverage	2017 Fire Services Agreement	1996 Fire Contract
Ownership of Equipment	District owned; Specific (and simple) acquisition cost formula at time of Station transfer	District owned; Largely undefined obligation to transfer equipment to City at time of Fire Station transfer
Review of Capital Facility Needs	Scheduled on/before 1.1.2021	Tied to initial construction of Fire Station
Fire Station Status, Operation and Transfer		
Ownership During FSA	District owns as convenience	District owns
Maintenance & Operational Upgrades	District responsibility; detailed requirements	Less specificity
Capital Upgrades	By agreement; Affects equity	Less specificity
City's Right to Own	Stated as fact and legal right	Timely notice required
Transfer Required	Yes; Events precisely specified; cooperation required	Yes; Less specificity
Purchase Price	Precisely specified	Yes; Less specificity
Closing Requirements	Precisely specified; Closing Memo as exhibit	Not addressed
Equipment Transfer	ROFR; Price specified	Yes, but less specificity
Liability & Indemnity	Updated	Liability tied to own acts and omissions; Indemnity same
Insurance	Detailed knowledge of insurance coverage and limits; District maintains current coverages and limits as primary and noncontributory coverage; City has additional insured status; Notice of material change; Mutual waiver of claims	Less inclusive and stringent requirements than new provisions
Termination and Winding Up	Detailed and explicit requirements as to when, how, and what; Cooperative action	Yes, but with less specificity and without winding up provisions
General Terms & Conditions	New & improved	Yes

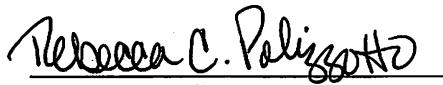
CITY MANAGER RECOMMENDATION: The City Manager recommends the Council approve the proposed contract and authorize the City Manager to execute said contract and take all actions necessary to effectuate the provisions of the contract.

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ATTACHMENTS:

- Draft Contract

Respectfully Submitted:



Rebecca C. Polizzotto
City Manager

**FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILL CREEK
AND SNOHOMISH COUNTY FIRE DISTRICT NO. 7**

1.0 Parties

This Fire and Emergency Medical Services Agreement ("Fire Services Agreement" or "FSA") is entered into and effective on the date set forth below between Snohomish County Fire District No. 7, a Washington special purpose district ("District" or "FPD") and the City Of Mill Creek, a Washington municipal corporation ("City" or "Mill Creek"). The District and City are each a Party to this Agreement and collectively the Parties referenced herein.

2.0 Definitions

2.1 The following terms have the indicated meanings. Additional terms are defined in the Agreement.

"City" or "Mill Creek" means the City of Mill Creek.

"City Manager" means the Mill Creek City Manager or her/his designee.

"District" or "FPD" means Snohomish County Fire Protection District No. 7 (or its successor).

"Fire Chief" means the Fire Chief for Snohomish County Fire Protection District No. 7 or his/her designee.

"Fire Services Agreement" or "FSA" means this Fire and Emergency Medical Services Agreement.

"Fire Station" or "Station 76" means the fire station and structure (with fixtures) on land located at 1020 153rd Street S.E., Mill Creek, Washington, and bearing Snohomish County Tax Parcel No. 27050600202500 (as of January 1, 2017).

"Police Chief" means the Chief of Police for the City of Mill Creek.

"International Fire Code" or "IFC" (as adopted by the City).

3.0 Recitals

3.1 This Agreement is entered into by the District pursuant to the authority granted in RCW Title 52, RCW 52.12.031, and RCW Chapter 39.34. The City enters into this Agreement pursuant to the authority granted by Title 35A, RCW 35A.11.040, and RCW Chapter 39.34.

3.2 The District and City have determined that all fire suppression and emergency medical services required by law and as described in this Agreement (collectively, "Fire Services")

may be provided more effectively, efficiently and economically through a single fire agency. The District has served as the fire agency for the City since 1983 and possesses the necessary resources, expertise, personnel and other attributes needed to properly provide comprehensive Fire Services to the City. The District agrees to continue to provide and maintain comprehensive Fire Services under this Agreement at the level of service and performance defined in Section 6 (Performance Standards and Level of Service).

3.3 The District and City have further determined that this Agreement is in the best interests of both Parties because it will enhance the certainty of receiving comprehensive Fire Services for the City, enable the long term cost and efficiency of supplying such services by the District, and will carry out the growing demand for effective, regionalized government, all for the benefit of the City's and District's residents.

3.4 In addition, this Agreement will enable the City to participate in decisions concerning the Fire Services provided by the District, enabling the City to fulfill responsibilities to ensure that adequate fire services are provided to the City and its residents.

3.5 The purpose of this Agreement is to designate the District as the fire agency responsible for providing comprehensive Fire Services for the City on a "partnership" basis and to set forth the terms, conditions, and scope of the Fire Services to be provided.

THEREFORE, TO CARRY OUT the purposes of this Agreement and in consideration of the mutual benefits to be received by each Party, the receipt and sufficiency of which is acknowledged, the Parties agree as follow:

4.0 Information and Coordination

4.1 In the performance of this Agreement the District and the City shall communicate regularly through the Fire Chief and City Manager, respectively, who may assign designees as appropriate.

4.2 The District understands that in the conduct of its ordinary business (strategic planning, comprehensive planning, long term capital planning, budget preparation, and the like), it produces information that the City has a need for. Thus, the District will fully cooperate and provide timely responses to City requests for such information.

5.0 Fire Services

5.1 Description of Fire Services. The District shall continue to provide the following comprehensive Fire Services within the boundaries of the City at the same level as currently provided, including any areas that may be annexed to the City during the term of this Agreement, all of which services shall collectively be designated as Fire Services:

- 5.1.1 Fire Suppression Services
- 5.1.2 Emergency Medical Services (EMS)
- 5.1.3 Fire and Injury Prevention Education Services
- 5.1.4 Inspection Services

- 5.1.5 Application Review Services
- 5.1.6 Fire Investigation Services
- 5.1.7 Staff Support Services

The District shall fully cooperate and provide these Fire Services as a condition of this Agreement except that the City shall bear all legal costs associated with the enforcement of the IFC and/or criminal prosecution within the City limits and the District participates therein without cost to the City.

5.2 Fire Suppression and EMS Services. Fire suppression and emergency medical services shall be provided in the City as set forth in this Agreement. In the event of simultaneous fire or medical aid calls within the City and the District whereby the resources of the District are taxed beyond its ability to render equal protection, the District shall determine how to allocate the resources of the District to best meet the needs of the combined area served. The District assumes no liability for failure to provide such services by reason of any circumstances beyond its control.

5.3 Fire and Injury Prevention Education Services. Fire and injury prevention education services shall be provided on the same basis and at the same level in both jurisdictions. These services shall include but not be limited to programs in schools, public or private groups, and public CPR programs.

5.4 Inspection Services. The District shall appoint a qualified representative to conduct fire prevention and inspection programs for the purpose of mitigating hazards or other concerns, and as required by and relating to the application of and compliance with the City's adopted codes. This representative will work collaboratively with the City to ensure proper and timely evaluation and application of such codes.

5.5 Permit and Development Application Review Services. The District shall appoint a qualified representative to attend meetings and/or review pre-application, permitting and development documents where fire protection and life safety issues are pertinent and where related improvements may be required as a condition of development approval or use permits issued by the City. The representative will work collaboratively with the City and shall respond in a timely manner to development/permit application requests.

5.6 Fire Investigation Services. The District shall appoint a qualified representative to provide for fire investigation services to the City for all fires within the City. Such services shall be coordinated with the Police Chief as necessary or requested. All investigation and related information and reports shall be forwarded to the City's Police Chief and Building Official. Criminal investigations shall be coordinated with the Police Chief.

5.7 Staff Support Services. The District and the City shall cooperate to provide consolidated staff support in the application of this Agreement. The Fire Chief will attend City staff and Council meetings as requested. The City Manager will attend Board of Fire Commissioner meetings as requested.

6.0 Performance Standards and Level of Service

6.1 Fire Station Staffing and Calls. Under the compensation set forth in this Agreement, staffing for the Mill Creek Fire station shall consist of 5 personnel, 1 of whom shall be a paramedic. 3 staff shall be assigned to the Fire Apparatus, and 2 staff shall be assigned to the EMS Unit.

6.2 Response Time. The District shall maintain an average response time of less than seven and one half minutes for all emergency and EMS calls within the City of Mill Creek for the duration of this Agreement. Average response time shall be calculated by summing the time between when the alarm is dispatched to the arrival of the first responding unit(s) on the scene for all of the fire and EMS calls for a given period of time, and dividing that sum by the total number of calls in the defined period. The City and the District shall use a variety of defined time periods to ensure accurate calculations. In addition, the District shall prepare quarterly and twelve month reports of the District's annual and average response times for all fire and EMS calls within the City. The District will identify all calls that do not meet the performance standards set forth herein.

7.0 Fire Services Compensation; Allocation of Funding

7.1 Fire Services Funding. Each Party shall pay its respective share of the District's total actual annual expenditures necessary to provide Fire Services for the term of this Agreement. The City's share of such expenditures has been calculated and is due in the fixed annual amounts and allocations set forth in Section 7.2 below. The District is responsible for all other expenditures (if any) needed to provide Fire Services and/or fulfill the terms of this Agreement except as may otherwise be provided herein.

7.2 City's Annual Payment for Fire Services. The City shall pay the following annual amounts ("Annual Payment") to the District as total compensation for the District's annual provision of Fire Services and performance of this Agreement:

Assessment Year	Total Annual Payment
2017	\$3,630,156
2018	\$3,720,909
2019	\$3,930,745
2020	\$4,029,014
2021	\$4,129,740
2022	\$4,336,227

The City shall pay its Annual Payment to the District in equal quarterly installments due on March 31, June 30, September 30, and December 31 of each year.

7.3 Allocation of Other Funding and Expenditures; Boundary Changes.

7.3.1 Transport Fees. The District shall retain all transport fees it collects in connection with this Agreement commencing January 1, 2017. For purposes of this section, transport fees mean funds paid to the District as a consequence of or as reimbursement for transportation of individuals to other care facilities.

7.3.2 Dispatch Costs and Transition. The District shall pay or be responsible for all dispatching fees and costs incurred in connection with this Agreement commencing January 1, 2018. Any change in the dispatch provider shall require advance written approval of the City, which will not be unreasonably withheld, and which must be coordinated with the City's police dispatching services. Dispatch costs contemplated under this Section 7.3.2 exclude costs associated with the purchase, acquisition and installation of a new Snohomish County Emergency Radio System. To the extent any new emergency radio system is not funded by an equitable countywide funding source, the Parties agree to reopen this FSA pursuant to Section 13.3.

7.3.3 Annexation. In the event the City increases its area by way of annexation, the Annual Payment due from the City for each post-annexation year shall be increased to account for any annexed properties located within any fire district's taxing jurisdiction. The Annual Payment increase shall be the amount necessary to match the levy amount the District would collect from the annexed properties as if such properties were within the taxing jurisdiction of the District.

8.0 Financial Matters

8.1 Accounting Standards. The Parties shall follow statutory requirements relating to municipal and fire protection district accounting standards, including the BARS Manual as established by the Washington State Auditor's Office.

8.2 Audit. The City may, at its expense and upon not less than 30 days advance written notice, audit the District's books and records related to this Agreement.

9.0 Control of Personnel and Equipment

9.1 Authority of the Fire Chief. The Fire Chief shall have full and complete authority and responsibility to control the personnel and equipment falling within the scope of this Agreement, including but not limited to the assignment of personnel and the location and use of all equipment owned by the District and the City. Each Party agrees that its equipment may be used in aid of the other. The Fire Chief shall have full authority and responsibility to determine how any conflicting demands for equipment and personnel shall be met.

9.2 Status of the Fire Chief. The Fire Chief shall be employed by the District and shall answer directly to the Board of Fire Commissioners. Upon appointment of the Fire Chief as designated Fire Chief for the City, he may act under the Mill Creek Municipal Code with full authority for enforcement of the International Fire Code and emergency fire operations within the City.

10.0 Ownership of Property and Equipment

10.1 General Ownership. Except as otherwise set forth in this Section 10, all property, facilities, vehicles and equipment of either Party that is independently owned on the effective date of this Agreement, or independently acquired during the term of this Agreement, shall remain the property of that Party.

10.2 Capital Expenditure Information. The District shall annually provide the City with a beginning-year estimate of the District's capital expenditures for the Fire Station for such year and an end-of-year reconciliation with actual capital expenditures. Capital expenditures in this context includes all (i) transfers to the equipment replacement fund, (ii) items having a useful life of at least 5 years and a minimum cost of \$5,000 dollars, (iii) outlays financed by long term debt, and (iv) expenditures on other capital assets such as land, buildings, and major improvements or renovation thereof.

10.3 Review of Capital Facility Needs. Not later than the commencement of the 5th year of the Agreement term (i.e., on or before January 1, 2021), the Parties shall meet to discuss capital facility needs arising under this Agreement. Such discussions and any decisions thereon will be handled outside this Agreement.

10.4 Mill Creek Fire Station

10.4.1 Identification and Use of Fire Station. The Parties have previously established, equipped, maintained and operated a fully equipped fire station on property within the corporate boundaries of Mill Creek, located at 1020 153rd Street S.E., Mill Creek, Washington, and bearing Snohomish County Tax Parcel No. 27050600202500 ("Fire Station"). Unless agreed otherwise by the Parties, during the term of this Agreement, the Fire Station shall be used exclusively by the District for the purposes of this Agreement.

10.4.2 Ownership of Fire Station During Agreement. As a convenience to the Parties, the District and City shall retain joint ownership of the Fire Station until this Agreement terminates or expires or until the requirements of Section 10.4.6 are triggered, whichever occurs first.

10.4.3 Maintenance and Operational Upgrades to Fire Station. The District shall be responsible for routine maintenance of and operational upgrades to the Fire Station. In the event operational upgrades or changes to the Fire Station are desired or deemed necessary by the District, the District shall provide advance written notice to the City for review thereof and the Parties shall consult as appropriate. The City will not unreasonably withhold approval of such operational upgrades. Unless agreed otherwise, the District shall be responsible for funding and performing all operational upgrades, including the District's planned changes to separate the sleeping quarters into individual rooms. Expenses under this Section 10.4.3 will not change the Parties' respective ownership interest in the Fire Station.

10.4.4 Capital Upgrades to Fire Station. In the event the District wishes to expand the footprint/size of the Fire Station, the District shall provide advance written notice to the

City for review and the Parties shall confer and agree in advance as to the scope of work and effect of such work on the Parties' then-current equity and ownership interests in the Fire Station, and shall make any adjustments needed in accordance with Sections 7 and 10. In general, the Parties' respective ownership and/or equity interest in the Fire Station will be modified to account for the cost of the expansion such that the value of the Fire Station shall be increased in an amount equal to the actual cost incurred by the District to expand/increase the footprint of the Fire Station, and the District shall be credited with additional ownership interest in the Fire Station. Example 1: If the expansion cost to the District is \$500,000, then the District's equity interest in the Fire Station will be increased by that amount, and the City's equity interest will not change. Example 2: If the City and District share equally the cost of a \$500,000 upgrade, each Party's equity interest in the Fire Station will be increased in the amount of \$250,000.

10.4.5 City's Right to Ownership of the Fire Station. The Parties agree and acknowledge that all prerequisites necessary for the City to initiate and obtain sole ownership of the Fire Station have been met and that transfer to the City of sole title to the Fire Station is a contractual obligation of the District at the time and on the terms set forth in Section 10. At such time as the District no longer provides Fire Services to the City, or as mutually agreed, the City shall have the right to purchase the Fire Station from the Fire District for the applicable purchase price determined under Section 10 ("Purchase Price"). Payment of the Purchase Price may be made at the City's option in a lump sum or in equal payments over 20 years.

10.4.6 When Title Transfer is Required. The District shall convey to the City fee simple title for the Fire Station upon any of the following: (i) termination or expiration of this Agreement for any reason; or (ii) if the District ceases providing Fire Services to the City, whether or not within the term of this Agreement. The Parties shall cooperate to perform the necessary steps to complete the transfer of ownership from the District to the City.

10.4.7 Stated Purchase Price. The Parties have previously agreed to "freeze" the purchase price and equity as set forth in the 2012 amendment to the original 1996 Fire Service Contract. If the Purchase Price is not otherwise adjusted as provided under Section 10, the original purchase price for the Fire Station would be the difference between \$1,838,543 and the City's equity in the Fire Station of \$678,148, or \$1,160,395.

10.4.8 Adjusted Purchase Price. If the equity of either Party in the Fire Station changes due to Capital Upgrades to the Fire Station described in Section 10.4.4, or for other reasons as mutually agreed by the Parties, then the Purchase Price shall be adjusted to reflect those then-current amounts. See examples in Section 10.4.4.

10.4.9 Closing and Title Transfer. Contemporaneously with execution of this Agreement, the Parties shall execute the closing memorandum attached at **Exhibit 1** ("Closing Memorandum") describing the closing procedure, closing deliveries of the Parties (e.g., warranty deed, bill of sale, Purchase Price, etc.), and closing date. The closing date shall be the first date an event listed in Section 10.4.6 occurs. On the closing date, the City shall pay to the District the Purchase Price in accordance with Section 10 and the District shall execute and deliver to the City

for recording a warranty deed conveying fee simple title for the Fire Station to the City. The Parties may amend or alter the Closing Memorandum as they mutually agree.

10.4.10 Transfer of Fire Station Personnel. In the event the District no longer operates the Fire Station, the City shall give consideration to hiring District personnel for that purpose, but shall not be obligated to do so except as provided by applicable law.

10.4.11 Transfer of Fire Station Equipment. At such time as the City exercises its right to purchase the Fire Station from the Fire District under the terms of this Agreement, the City shall have the first right of refusal to purchase fire and EMS apparatus needed to continue the full operation of the Fire Station. The purchase price of said apparatus shall be the fair market value. In the event of any remaining lease cost on such apparatus, the purchase price shall be the lease cost.

10.4.12 Transition. At such time as the District no longer provides emergency services to the City, or as mutually agreed, the Fire District agrees it will fully cooperate in the transition of the Fire Services to minimize disruption and ensure the public safety.

11.0 Allocation of Liability; Indemnification

11.1 The City and the District, for themselves, their officers, elected and appointed officials, employees and agents (collectively, for purposes of this Section 11, the City and District, respectively), shall each at all times be solely responsible for all acts, omissions and all failures to act of their own personnel when such acts, omissions or failures occur or arise from the performance of said personnel's duties and responsibilities, including duties and responsibilities taken pursuant to or under this Agreement.

11.2 The City and the District agree to save, hold harmless and indemnify the other from all cost, expense, loss, liability and/or damage, including without limitation bodily injury or damage to property or the cost of defense or reasonable attorneys fees, which may be incurred in connection with or as a result of any act, omission or failure to act specified in Section 9.1.

12.0 Insurance

12.1 General. The District shall procure and maintain for the duration of this Agreement property and liability insurance coverage for all District and jointly-owned facilities (including the Mill Creek Fire Station), apparatus and equipment with the limits and coverages stated in its Portfolio of Coverages ("Portfolio") existing as of October 10, 2017. The District shall provide certificates of insurance, with copies of pertinent endorsements thereof attached to the certificates, naming the City an additional insured and loss payee on the Portfolio coverages to the full extent of the City's interests. The Portfolio shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Portfolio shall be primary insurance with respect to the City and the City's coverage shall be noncontributory. The City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. In

the event of a default by the District in providing the insurance set forth above, the City may procure any such insurance and deduct the cost thereof from its next quarterly Annual Payment installment.

12.2 Mutual Waiver of Claims. The District and City each release and relieve the other, and waive their right of recovery against the other, for loss or damage to the Mill Creek Fire Station or other jointly owned equipment which arises out of the occurrence of any peril normally insured against in a standard "all risk" physical damage insurance policy and/or automobile physical damage insurance policy with comprehensive coverage. Each Party shall have its respective insurer endorse the applicable insurance policies to reflect the foregoing waiver, provided that such endorsement shall not be required if the applicable insurance policy permits the named insured to waive rights of subrogation on a blanket basis and the Parties disclose such waiver in writing, in which case such blanket waiver shall be acceptable.

13.0 Effective Date, Duration and Reopener

13.1 Effective Date and Original Term. This Agreement shall be effective on January 1, 2017, and shall continue through December 31, 2022. The Anniversary Date of the Original Term or any Renewal Term under this Agreement shall be December 31st of each year.

13.2 Renewal Terms. Unless this Agreement is terminated as provided herein, upon expiration of the Original Term and each year thereafter, this Agreement shall automatically renew for successive one (1) year Renewal Terms on the same terms and conditions set forth herein, except the Annual Payment shall be increased by the lesser of CPI-W as published in June of the previous year or the District's actual labor cost increase for the Renewal Term.

13.3 Reopener. This Agreement may be reopened if an event occurs that increases the District's responsibilities or obligations under this Agreement as it relates to performance, in which case the impact of those events as they affect the District's ability to meet the existing performance standards shall be negotiated by the Parties.

14.0 Termination and Winding Up

14.1 General. This Agreement may terminate or be terminated as set forth in this Section. Under any termination, the provisions of Sections 10, 14.8, 14.9 and 14.10 shall be triggered.

14.2 During Original Term. This Agreement may be terminated upon the end of the Original Term if either the City or District provide the other Party written notice on or before January 2, 2021 of its intent not to renew the Agreement.

14.3 During Renewal Term. This Agreement may be terminated during any Renewal Term only by written notice from the Party desiring to terminate the Agreement. Such notice shall be given not later than January 2nd preceding the Anniversary Date, established as December 31st of each year, which Anniversary Date shall also be the termination date.

14.4 Termination by Annexation. If the City annexes into the District during the term of this Agreement, then this Agreement shall be terminated at such time the annexation is certified by the Snohomish County Auditor.

14.5 Termination by Joinder in Regional Fire Authority.

14.5.1 In the event the City and District both join the same Regional Fire Authority ("RFA") at the same time, this Agreement shall automatically terminate upon the effective date of such occurrence; provided that if there is any gap in providing Fire Services by the RFA to the City, the District will continue to provide Fire Services until the RFA assumes such responsibility.

14.5.2 If the District joins an RFA and the City does not, this Agreement shall remain in full force and effect and shall be binding on any successor of the District, including the RFA.

14.5.3 If the City joins an RFA and the District does not, this Agreement shall terminate on the date stated in the City's notice to the District unless the Parties mutually agree to another date.

14.5.4 If the City and District join different RFAs, this Agreement shall terminate on the date stated in the City's notice to the District unless the Parties mutually agree to another date.

14.6 Continuation of Services Following District Merger. In the event the District merges with another fire district, this Agreement shall remain in full force and effect and shall be binding on any successor of the District.

14.7 Termination by Dissolution. In the event the District dissolves, such dissolution shall not cancel any outstanding obligations of the District under this Agreement, and the City shall also be entitled to recover for any expectation damages incurred as a result of the dissolution through levies that are collected by Snohomish County pursuant to RCW 52.10.010.

14.8 Notice. A Party planning or expecting a termination to occur under Section 14.4 through 14.7 shall give the other Party not less than 120 days prior written notice thereof, and may give more notice if feasible.

14.9 Disposition of Equipment and Property. In the event of any termination of this Agreement, the equipment and property ownership and allocation provisions of Section 10 shall apply.

14.10 Resolution of Monetary Obligations; Revenue Allocation. The Parties intend that the City's payment to the District for Fire Services will end on the applicable termination date as provided for herein. To the extent tax revenues are altered or changed as a consequence of any termination, the Parties shall cooperate to allocate such revenues to the Party entitled thereto, with the intent that such allocation be fair to each Party in the winding up of this Agreement and establishment of such changed revenue stream. In the event the Parties are unable to agree

regarding the allocation of such revenues, the dispute resolution provisions of Section 15.6 shall apply.

15.0 General Terms and Conditions

15.1 Severability. If any provision of this Agreement or its application is held invalid, the remainder of this Agreement and its application shall not be affected.

15.2 Integration; Modification. This Agreement represents the entire agreement between the Parties and supersedes all other agreements whether oral or written. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on a Party unless executed in writing by authorized representatives of the Party against whom the change, termination or waiver is claimed. This Agreement shall not be modified, supplemented or otherwise affected by course of dealings between the Parties.

15.3 Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered, on the day of receipt if sent by overnight delivery carrier (e.g., UPS or FedEx), or on the day of mailing if sent certified mail, return receipt requested and addressed to the Party at its address as stated below or at such address as a Party may thereafter designate at any time in writing pursuant to this Section 15.3.

City Address: City of Mill Creek
Attn: City Manager
15728 Main Street
Mill Creek, Washington 98012

District Address: Fire District No. 7
Attn: Fire Chief
163 Village Court
Monroe, Washington 98272

15.4 Authority. By and through their signatures below, each Party warrants to the other that it is fully authorized to enter into this Agreement and has performed all of the actions required for such authorization, provided that any defect in such performance or authorization shall not release that Party from its obligations under this Agreement.

15.5 No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the District and the City. This Agreement shall confer no benefits, direct, indirect or implied, on or to any third persons, and no third persons shall claim any such benefits.

15.6 Dispute Resolution. In the event of a dispute relating to the interpretation or application or performance of this Agreement, the Parties agree to meet within twenty (20) days of written notice of the dispute to negotiate a resolution in good faith. In the event the dispute

remains unresolved twenty (20) days after such meeting, the Parties may jointly seek to initiate mediation or may individually apply to the Superior Court for Snohomish County for such relief as may be deemed appropriate. If the Parties agree to mediation, they shall select a professional mediator located in Everett or Seattle agreeable to both Parties and endeavor to complete the mediation within twenty (20) days of such selection. Each Party shall pay one-half the mediation fee and bear their own costs and attorneys fees. If the mediation is not successful, either Party may apply to the Superior Court for Snohomish County for such relief as may be deemed appropriate.

15.7 Venue; Attorneys Fees. The venue for any legal action arising under or in connection with this Agreement shall be in the Superior Court for Snohomish County. The prevailing party in any judicial dispute arising under or in connection with this Agreement shall be entitled to an award of its reasonable attorney fees against the nonprevailing party.

15.8 Effective Date. This Agreement is effective as of January 1, 2017

WHEREFORE, the Parties enter into this Agreement and agree to be bound by its terms and conditions and to faithfully adhere to same.

Exhibit 1
to
2017-2022 Mill Creek – FPD7
Fire Services Agreement

Closing Memorandum

[see attached]

2017 MC/FPD7 Fire Services Agreement - 14
826752.1/014455.00073

**CLOSING MEMORANDUM FOR
PURCHASE AND SALE OF MILL CREEK FIRE STATION
PURSUANT TO 2017 FIRE SERVICES AGREEMENT**

1. Parties

This Closing Memorandum and Agreement (**Closing Memorandum**) is entered into as of this _____ day of _____, ____ (**Execution Date**) by and between the City of Mill Creek, a Washington municipal corporation (**City**), and Snohomish County Fire Protection District No. 7, a Washington special purpose district (**District**). The City and District are each a Party, and collectively the Parties, to this Closing Memorandum.

2. Background

2.1 The City and District entered into and are the parties to the Joint Long Term Fire Services and Emergency Medical Agreement, dated October 1996, as amended by a letter of understanding dated as of August 17, 1999; by a Memorandum of Understanding dated December 19, 2006; by an Adjustment to the City of Mill Creek Annual Assessment and Amendment to the Joint Long Term Fire Services and Emergency Medical Agreement dated December 19, 2006; by an Amendment to the Joint Long Term Fire Services and Emergency Medical Agreement dated October 12, 2011; and by a Third Amendment to the Joint Long Term Fire Services and Emergency Medical Agreement dated July 12, 2012 (collectively the **1996 Fire Services Agreement**). The 1996 Fire Services Agreement authorizes the transfer of ownership of the Mill Creek Fire Station, including certain equipment, rolling stock, and related real and personal property (collectively the **Mill Creek Fire Station** or **Station**) from the District to the City upon timely notices and for subsequent payment of consideration.

2.2 On December 22, 2016, the City gave timely notice to the District of the City's exercise of its right to acquire ownership of the Mill Creek Fire Station pursuant to Section 8.3.3 of the 1996 Fire Services Agreement. On June 13, 2017, the District gave timely notice to the City of the District's termination of the 1996 Fire Services Agreement effective as of January 1, 2018.

2.3 Effective January 1, 2017, the City and District entered into a new 6-year fire services agreement (**2017 Fire Services Agreement** or **2017 FSA**), to which this Closing Memorandum comprises **Exhibit 1**. Under Section 10.4 of the 2017 FSA, the Parties acknowledge the foregoing recitals and have established the timing and steps that will complete the transfer of ownership of the Mill Creek Fire Station from the District to the City (collectively the **Transaction**). The Transaction includes *inter alia* the execution of this Closing Memorandum at the time described in Section 10.4 of the 2017 FSA and completion of the other steps comprising the Transaction.

2.4 The property, vehicles, facilities and equipment presently used by the District to maintain and operate the Mill Creek Fire Station and to be included in the Transaction are as specified in Section 10.4 of the 2017 Fire Services Agreement.

2.5 An event having occurred under the 2017 Fire Services Agreement triggering the execution of this Closing Memorandum, the Parties now wish to complete the Transaction pursuant to the terms set forth herein (**Closing**).

2.6 The capitalized terms used in this Closing Memorandum, unless defined herein, shall have the meaning ascribed to such to such terms in the 2017 Fire Services Agreement.

3. Terms and Conditions

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits set forth herein, the receipt and sufficiency of which are acknowledged, the Parties memorialize the final actions necessary to consummate the Transaction and enter into the following agreements as part and parcel thereof:

3.1 Predicate Closing Conditions Completed. The Parties acknowledge that all of the predicate conditions for Transfer of ownership of the Mill Creek Fire Station from the District to the City have been satisfied or waived. The following closing conditions comprise the agreed final steps for completion of title transfer and the Transaction.

3.2 Title Report and Policy. The District shall provide to the City an owner's extended coverage title policy for the Mill Creek Fire Station, with coverage in the amount of the purchase price set forth below and containing conditions and encumbrances acceptable to the City. The District shall deliver a preliminary title commitment not less than 30 days following the execution date of this Closing Memorandum, and a title policy pro forma not less than 30 days before Closing. The Parties shall share equally the cost of the title documents required under this section.

3.3 Environmental Report and Remediation. The City shall promptly perform an environmental investigation of the Mill Creek Fire Station and advise the District of any conditions, deficiencies, and/or required remediation related thereto. Each Party shall be responsible for its own acts or omissions with regard to environmental issues, and any liability therefor shall be apportioned in accordance with applicable state and federal law. Notwithstanding the forgoing, the Parties may agree to defer such action and/or enter into any contractual or indemnification arrangements they deem suitable to resolve such issues.

3.4 Payment for Mill Creek Fire Station. The Parties acknowledge and agree that the purchase price for the Mill Creek Fire Station, and credits for City equity in the Station, is set forth in Section 10.4 of the 2017 Fire Services Agreement, as they may be modified by and in conformance with the terms of Section 10.4 over the term of the 2017 FSA. The final purchase price balance shall be paid by the City to the District in equal annual payments over twenty (20) years, without interest. Each annual payment will be due on or before each anniversary of the Closing Date. The City may prepay all or any portion of the balance of the purchase price at any time without penalty.

3.5 Payment for Rolling Stock (if any). The Parties acknowledge and agree that rolling stock, such as fire trucks, pumper trucks, and EMS vehicles, may be acquired by the City contemporaneously with acquisition of the Mill Creek Fire Station pursuant to and in conformance with the terms of Section 10.4.

3.6 Closing Deliveries of the Parties. As of the Closing Date, the Parties agree and warrant that they shall have made deliveries to each other of the fully executed documents required by the Transaction, specified in the 2017 Fire Services Agreement, and as otherwise necessary to complete Closing. The documents and requirements minimally necessary to complete Closing include the following in the form reflected at the indicated Attachment:

- 3.6.1 Payment of the Purchase Price for the Station.
- 3.6.2 Statutory Warranty Deed to the Station (**Attachment 1**).
- 3.6.3 Excise Tax Affidavit (**Attachment 2**).
- 3.6.4 Bill of Sale for Station Equipment (**Attachment 3**).
- 3.6.5 Title Policy as described in Section 3.2 (not attached).
- 3.6.6 Notice of Environmental Status of Station as described in Section 3.3 (not attached).
- 3.6.7 Bill of Sale and transfer of Washington title registration to any rolling stock included in the Transaction (not attached).
- 3.6.8 Closing Statement (**Attachment 4**).

4. Closing Date. The Closing Date shall be the date sixty days after the event triggering the execution of this Closing Memorandum under the 2017 FSA. The Parties acknowledge and agree that the Closing deliveries and payments will have been duly made as of, and that Closing has occurred on, the Closing Date.

5. Miscellaneous. This Closing Memorandum is the entire agreement between the Parties governing the Transaction. This Closing Memorandum shall be treated as evidence of Closing pursuant to and in conformity with the 2017 Fire Services Agreement. This Closing Memorandum may be executed in counterparts, each of which shall be deemed to be an original hereof, and all of which shall constitute one and the same document. Each Party warrants that it has taken all necessary steps to approve the Transaction and Closing Memorandum, and authorize the signatories below to execute and implement the Closing Memorandum on behalf of said Party.

IN WITNESS WHEREOF, the Parties have executed this Closing Memorandum as of the Closing Date.

<p>THE CITY OF MILL CREEK</p> <p>By: _____ _____, City Manager</p> <p>ATTEST:</p> <p>By: _____ _____, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ _____, City Attorney</p>	<p>SNOHOMISH COUNTY FIRE DISTRICT NO. 7</p> <p>By: _____ _____, Chairman</p> <p>By: _____ _____, Vice-Chair</p> <p>By: _____ _____, Commissioner</p> <p>By: _____ _____, Commissioner</p> <p>By: _____ _____, Commissioner</p> <p>By: _____ _____, Commissioner</p> <p>ATTEST:</p> <p>By: _____ _____, Secretary to the Board</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ _____, Counsel to District</p>

Attachment 1

Statutory Warranty Deed

**MILL CREEK FIRE STATION CLOSING
MEMORANDUM -- Page 5 of 8
753832.4/014455.00073**

Attachment 2

Excise Tax Affidavit

**MILL CREEK FIRE STATION CLOSING
MEMORANDUM -- Page 6 of 8
753832.4/014455.00073**

Attachment 3

Bill of Sale

**MILL CREEK FIRE STATION CLOSING
MEMORANDUM – Page 7 of 8
753832.4/014455.00073**

Attachment 4

Closing Statement

**MILL CREEK FIRE STATION CLOSING
MEMORANDUM – Page 8 of 8
753832.4/014455.00073**



Date: February 27, 2018

A/P Check Batches		
Dated	Check Numbers	Amount
02/15/2018	58188-58271	\$179,008.68
02/16/2018	ACH-Union 76 Fleet-Jan	\$5,603.83
Total		\$184,612.51

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 58188 through 58271, and ACH in the amount of \$184,612.51.

We recommend approval of the above stated amount with the following exceptions:

Councilmember

Councilmember

Finance Director

City Manager

F:\DATA\EXECUTIVE\WP\FORMS\FIN\Voucher Approval 1.doc

ACH Cash Pro Online
City of Mill Creek

Report Date: 02/16/2018
Report Time: 11:52:32 AM

Batch Summary Report by ID Number

Company Name: City of Mill 01 Effective Date: 02/16/2018
 ACH ID: 2911225895 Batch Sequence: 1
 Application Name: CCD Payments and Collections Database Name: 76
 Batch Status: Released Created By: SANKOTTKE
 Released By: SANKOTTKE

Name	ID	Amount	D/C	Bank ID	Account #	Acct Type	Trace #
76 FLEET WEX BANK	0201-00-1059153	\$5,603.83	C	071000288	4539508	C	

	Total Amount in Batch	Total Count in Batch
Debits	\$0.00	0
Credits	\$5,603.83	1
Prenotes	\$0.00	0

	Grand Total Amount	Grand Total Count
Debits	\$0.00	0
Credits	\$5,603.83	1
Prenotes	\$0.00	0

Accounts Payable

Checks by Date - Detail by Check Date

User: jodieg
 Printed: 2/22/2018 2:00 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
58188	911SUPPL IN-11302	911 Supply Inc 2 Pr Taclite Pro Pants-B Hookland	02/15/2018		121.88
				Total for Check Number 58188:	0.00 121.88
58189	ACCELA INV-ACC36516	Accela Inc #774375 Springbrook Annual Maintenance 2018	02/15/2018		15,969.51
				Total for Check Number 58189:	0.00 15,969.51
58190	ADPLLC 508028979 508422971	ADP, LLC Payroll Processing Chgs-Workforce Now 01/15 Payroll Processing Chgs 12/31	02/15/2018		526.90 95.00
				Total for Check Number 58190:	0.00 621.90
58191	AFSCME January	WSCCCE, AFSCME, AFL-CIO Union Dues-AFSCME-Jan	02/15/2018		1,166.42
				Total for Check Number 58191:	0.00 1,166.42
58192	AFSCME1 Work Permit	AFSCME Local 1811-M Union Work Permit Fee-Seasonal Worker	02/15/2018		43.25
				Total for Check Number 58192:	0.00 43.25
58193	ALDWTR 00320003-01 01100176-01 01300169-01 01550006-01 02170002-01 02460002-01 02470001-01 03050003-01 03095000-01 03805002-01 03865000-01 04900159-01 05400166-01 05590004-02 05600177-03 05700181-01 05702001-01 05705005-01 06900173-02 07850004-01 07855001-01 07895001-01 07900155-01	Alderwood Water District Seattle Hill Rd I/R 11/20-01/19 Median 4 & 5 I/R 11/20-01/19 1901 Mill Fern Dr SE I/R Median #2 11/20-01/1 16011 28th Dr SE I/R 11/21-01/19 Seattle Hill Rd I/R 11/20-01/19 155 Village Grn Dr I/R 11/20-01/19 155 Vlg Grn Dr/Heron Pk 11/20-01/19 15933 29th Dr SE I/R 11/21-01/19 16220 27th Dr SE I/R 11/21-01/19 16217 27th Dr SE I/R 11/21-01/19 16205 25th Dr SE I/R 11/21-01/19 Seattle Hill Rd I/R 11/20-01/19 Median Number 6 I/R 11/20-01/19 15720 Mill Creek Blvd D/C 11/20-01/22 15720 Main Street 11/20-01/22 15728 Main St I/R 11/21-01/22 15728 Main St D/C 11/20-01/22 15728 Main Street 11/20-01/22 1300 156th Pl SE I/R 11/20-01/19 16101 Highland Blvd/Restr 11/21-01/19 16101 28th Dr SE I/R 11/21-01/19 16021 28th Dr SE I/R 11/21-01/19 Seattle Hill Rd I/R 11/20-01/19	02/15/2018		68.90 68.90 209.06 68.92 68.90 132.60 183.94 68.92 68.92 68.92 30.69 68.90 132.60 14.41 630.16 132.65 14.41 365.88 30.68 184.02 132.65 68.92 68.90

AGENDA ITEM #H.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	08000152-01	Seattle Hill Rd I/R 11/20-01/19			68.90
	08300050-01	3310 157th Pl SE I/R 11/20-01/19			68.90
	08800024-01	Seattle Hill Rd I/R 11/20-01/19			68.90
	08900020-01	Seattle Hill Rd I/R 11/20-01/19			68.90
	09000017-01	Seattle Hill Rd I/R 11/20-01/19			68.90
	09080000-01	14600 Mill Creek Blvd I/R 11/21-01/19			30.69
	09100016-01	Seattle Hill Rd I/R 11/20-01/19			68.90
	13233000-01	15200 Mill Creek Blvd I/R 11/21-01/19			30.69
	25703000-01	14725 32nd Dr SE I/R 11/21-01/19			68.92
	26070000-01	15803 32nd Ave SE 11/21-01/19			184.02
	26467000-01	1900 164th St SE 11/21-01/19			68.92
	26468000-01	1900 164th St SE I/R 11/21-01/19			68.92
	33254000-01	14725 32nd Dr SE 11/21-01/19			184.02
	34493000-01	15720 Main St I/R 11/21-01/19			30.68
			Total for Check Number 58193:	0.00	3,963.11
58194	ALEXPRCO 53784 54016	Alexander Printing Company Inc 7,100 #10 Envelopes with City Logo Business Cards-R Karns	02/15/2018		1,337.75 71.76
			Total for Check Number 58194:	0.00	1,409.51
58195	ALLBATRY 800-10030544	All Battery Sales & Service Battery-Toro Mower	02/15/2018		8.83
			Total for Check Number 58195:	0.00	8.83
58196	BANKCR27 1	Business Card Portable Radio Mic Assembly-Damaged On Dut	02/15/2018		115.74
			Total for Check Number 58196:	0.00	115.74
58197	BENEAD 1801515 1801515a	Benefit Administration Co, LLC 2018 Plan Renewal Fee Section 125 Flexible Benefits Plan-Jan	02/15/2018		252.20 136.00
			Total for Check Number 58197:	0.00	388.20
58198	BIOCLEAN 8550	Bio Clean Inc Decontamination-Bio Hazardous Materials-Car t	02/15/2018		325.69
			Total for Check Number 58198:	0.00	325.69
58199	CARLSONJ 6731	Jessica Carlson Adventures in Art-Winter 1 (6 Weeks) 01/12-02/	02/15/2018		662.20
			Total for Check Number 58199:	0.00	662.20
58200	CENTRO 214586 214586a	Centro Print Solutions 1099 Misc Forms-A/P Use Tax, 1099 Misc Forms-A/P	02/15/2018		52.45 -4.94
			Total for Check Number 58200:	0.00	47.51
58201	CHIEFSU 346831 346831a	Chief/Law Enforcement Supply 4-24 Pk Batteries Use Tax, 4-24 Pk Batteries	02/15/2018		54.68 -4.68
			Total for Check Number 58201:	0.00	50.00
58202	CINTAS	Cintas Corporation Loc. #460	02/15/2018		

AGENDA ITEM #H.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	460307708	Floor Mat Service 02/02			84.97
	460307708a	Floor Mat Service 02/02			49.55
				Total for Check Number 58202:	0.00
					134.52
58203	CITYLYN 13901 13904	City of Lynnwood Jail Room & Board - Nov 2017 Jail Room & Board - Dec 2017	02/15/2018		180.00
				Total for Check Number 58203:	0.00
					360.00
58204	CIVICPLS 168945	CivicPlus Renewal-Old CRS Web Functionality	02/15/2018		2,087.54
				Total for Check Number 58204:	0.00
					2,087.54
58205	CONNERS 1 10 2 3 4 5 6 7 8 9	Sean Conner Dinner 01/07 FBI LEEDA Training-S Conner Lunch 01/12 FBI LEEDA Training-S Conner Lunch 01/08 FBI LEEDA Training-S Conner Dinner 01/08 FBI LEEDA Training-S Conner Lunch 01/09 FBI LEEDA Training-S Conner Dinner 01/09 FBI LEEDA Training-S Conner Lunch 01/10 FBI LEEDA Training-S Conner Dinner 01/10 FBI LEEDA Training-S Conner Lunch 01/11 FBI LEEDA Training-S Conner Dinner 01/11 FBI LEEDA Training-S Conner	02/15/2018		60.68
				Total for Check Number 58205:	0.00
					240.53
58206	DALCOINC 6614	Dalco, Inc. Supplies-Pressure Washer	02/15/2018		211.24
				Total for Check Number 58206:	0.00
					211.24
58207	DATAQST 4567	DataQuest, LLC Background Check-C Miller	02/15/2018		72.50
				Total for Check Number 58207:	0.00
					72.50
58208	DVNPTGRP 99224	Davenport Group, Inc 2-Dell 22 Monitor, 1-Dell USB Soundbar-S East	02/15/2018		342.24
				Total for Check Number 58208:	0.00
					342.24
58209	DWAYNLNS 6219700/1	Dwayne Lane Repair & Maint-Van-Car #1	02/15/2018		3,067.17
				Total for Check Number 58209:	0.00
					3,067.17
58210	ELLITIRE 064462000338 064462000487 064462000511 064462000517 064462000544 064462000619	Elliott Tire & Service Engine Diagnostic/Replacement Coil - Car #40 New Front Brake Pads, Rotors & Calipers-PW # Engine Diagnostic, Purge Valve Assembly-Car # Door Lock Set & Turn Signal Replacement-1998 4 Tires, Wheel Alignment, Tire Mounting-Car # LOF-Car #40	02/15/2018		238.94
				Total for Check Number 58210:	0.00
					3,348.33
58211	EVERGRML MC001 2018	Evergreen Maintenance Landscaping, LLC Landscape Maintenance-Jan-Heron Park	02/15/2018		110.40

AGENDA ITEM #H.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	MC002 2018	Landscape Maintenance-Jan-Nickel Creek Park			110.40
	MC002 2018a	Landscape Maintenance-Jan-Highlands Park			110.40
	MC004 2018	Landscape Maintenance-Jan-Library Park			110.40
	MC005 2018	Landscape Maintenance-Jan-Public Library			220.80
	MC006 2018	Landscape Maintenance-Jan-CHS			220.80
	MC007 2018	Landscape Maintenance-Jan-North Creek Sports			110.40
	MC008 2018	Landscape Maintenance-Jan-CHN			165.60
	MC009 2018	Landscape Maintenance-Jan-Pine Meadow Park			220.80
	MC096 2017	Landscape Maintenance-Dec-Hillside Park			220.80
	MC097 2017	Landscape Maintenance-Dec-Heron Park			110.40
	MC098 2017	Landscape Maintenance-Dec-Nickel Creek Park			110.40
	MC099 2017	Landscape Maintenance-Dec-Buffalo Park			220.80
	MC100 2017	Landscape Maintenance-Dec-Highlands Park			110.40
	MC101 2017	Landscape Maintenance-Dec-Library Park			110.40
	MC102 2017	Landscape Maintenance-Dec-Public Library			220.80
	MC103 2017	Landscape Maintenance-Dec-CHS			220.80
	MC104 2017	Landscape Maintenance-Dec-North Creek Sport			110.40
	MC105 2017	Landscape Maintenance-Dec-CHN			165.60
	MC106 2017	Landscape Maintenance-Dec-Cougar Park			110.40
	MC107 2017	Landscape Maintenance-Dec-Pine Meadow Park			220.80
			Total for Check Number 58211:	0.00	3,312.00
58212	FELDMAJ January 2018	Feldman & Lee, P.S. Public Defender Contract Flat Fee-Jan	02/15/2018		9,000.00
			Total for Check Number 58212:	0.00	9,000.00
58213	FLINTTRD 219937	Ennis-Flint, Inc. Parking Lot Markings-CHN	02/15/2018		471.72
			Total for Check Number 58213:	0.00	471.72
58214	FRSTLNCM 144542	Firstline Communications Inc Software Assurance-Phone System Maint 02/04/	02/15/2018		2,755.58
			Total for Check Number 58214:	0.00	2,755.58
58215	GAMETIME PJI-0077748	GameTime Highlands Park Trapeze Rings Repair	02/15/2018		229.57
			Total for Check Number 58215:	0.00	229.57
58216	GTENORTH 425745697408189	Frontier CC Line/Security System Line	02/15/2018		167.32
			Total for Check Number 58216:	0.00	167.32
58217	HUIK 6699 6701 6703	Kelly Hui Ballet: Creative 10:30am (Winter) 01/13-02/10 # Ballet: Creative 11:15am (Winter) 01/13-02/10 # Ballet: Beginning 12:00pm (Winter) 01/13-02/10	02/15/2018		369.60 302.40 403.20
			Total for Check Number 58217:	0.00	1,075.20
58218	ICEMILLR 1504054	Ice Miller LLP Prof Legal Services-Employee Benefit Matters-J	02/15/2018		3,208.50
			Total for Check Number 58218:	0.00	3,208.50
58219	ICOMPTEC 17642	iCompass Technologies Inc iCompass Agendas/Minutes Cloud Software	02/15/2018		8,520.00

AGENDA ITEM #H.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 58219:	0.00	8,520.00
58220	IDCHECKG 732412 732412a	I.D. Checking Guide 2-2018 ID Checking Guides-Passports Use Tax, 2-2018 ID Checking Guides-Passports	02/15/2018		48.47 -4.57
			Total for Check Number 58220:	0.00	43.90
58221	INTEGRA 15146553	Allstream T-1 Monthly Chgs-Feb	02/15/2018		675.65
			Total for Check Number 58221:	0.00	675.65
58222	INTSTBAT 1905701043409	Interstate All Battery Center 3-Emergency Lights Batteries-CHN & Bucket R	02/15/2018		142.73
			Total for Check Number 58222:	0.00	142.73
58223	JOHNCLNR 2582	John's Cleaning Services Inc Uniform Dry Cleaning&Repairs-Jan	02/15/2018		38.36
			Total for Check Number 58223:	0.00	38.36
58224	JRWENTRP 3953	JRW Enterprises Front Door Repair-Library	02/15/2018		479.76
			Total for Check Number 58224:	0.00	479.76
58225	KCDA 300253710 300253710a	KCDA Purchasing Cooperative Preschool Supplies-Red&Yellow Butcher Paper General Office Supplies-Card Stock, Tape, Pens,	02/15/2018		33.94 114.45
			Total for Check Number 58225:	0.00	148.39
58226	KETCHMFG INVI41735	Ketchum Mfg Co., Inc. 200 - #164 Heart Stainless Animal Licenses	02/15/2018		146.96
			Total for Check Number 58226:	0.00	146.96
58227	KGCTYOF 84422	King County Finance WRIA Watershed Planning Interlocal 09/01/17-1	02/15/2018		2,186.34
			Total for Check Number 58227:	0.00	2,186.34
58228	KLEIJ Reimb	John Klei Reimb Prescriptions & Dental 11/30-J Klei	02/15/2018		457.68
			Total for Check Number 58228:	0.00	457.68
58229	LAROSSES 1 2 3 4 5	Scot LaRose Lunch 01/29 Collision Investigation Training-S I Dinner 01/29 Collision Investigation Training-S Lunch 01/30 Collision Investigation Training-S I Lunch 01/31 Collision Investigation Training-S I Lunch 02/01 Collision Investigation Training-S I	02/15/2018		10.25 23.64 12.94 12.94 14.02
			Total for Check Number 58229:	0.00	73.79
58230	LEXNEXIS 3091308240	RELX Inc LexisNexis Monthly Chgs Per Contract 01/01-01	02/15/2018		186.09

AGENDA ITEM #H.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 58230:	0.00	186.09
58231	LITHTENW 72073 72073a	LithtexNW Business Cards-PD Business Cards-PD	02/15/2018		23.46 70.38
			Total for Check Number 58231:	0.00	93.84
58232	MAHMOUD Mileage Reimb	Kamal Mahmoud Mileage Reimb-Stormwater Mgmt Conf 01/31-K	02/15/2018		57.20
			Total for Check Number 58232:	0.00	57.20
58233	MASONSCC 2208217-00	Masons Supply Company 50 Bags-Perma Patch	02/15/2018		910.81
			Total for Check Number 58233:	0.00	910.81
58234	MAYBERM 6706 6710 6714	Mitch Mayberry Tiny Tiger Martial Arts (Winter 1) 01/05-02/16 # Tiger Martial Arts: Beginner (Winter 1) 01/05-02 Tiger Martial Arts: Colored (Winter 1) 01/05-02/	02/15/2018		871.50 439.60 290.50
			Total for Check Number 58234:	0.00	1,601.60
58235	MCBUSAS 1128	Mill Creek Business Assoc. 2018 MCBA Annual Dues	02/15/2018		400.00
			Total for Check Number 58235:	0.00	400.00
58236	MIGSVR 0052199	MIG/SvR Prof Serv-North Pointe Park-Final Design 10/01-	02/15/2018		3,990.49
			Total for Check Number 58236:	0.00	3,990.49
58237	MOCKINGJ MCFM2018	Sarah Dylan Off-Season Stipend Feb-May-Farmers Market M	02/15/2018		1,800.00
			Total for Check Number 58237:	0.00	1,800.00
58238	NATBUSFN MK490944	National Business Furniture Office Furniture-C Miller	02/15/2018		4,453.58
			Total for Check Number 58238:	0.00	4,453.58
58239	NELSONM 6661 6662	Melissa Nelson Music for Preschool-Jan (9:30am) 01/12-02/09 # Music for Preschool-Jan (10:30am) 01/12-02/09	02/15/2018		773.50 682.50
			Total for Check Number 58239:	0.00	1,456.00
58240	OREILLY 2986-145246 2986-146914 2986-146914a 2986-148165 2986-148168	O'Reilly Automotive Inc Socket Holders Alternator-PW #7 Alternator Exchanged/Corc Charge-PW #7 Differential Fluid Change-PW #1 & PW #5 Differential Fluid Change-PW #1 & PW #5	02/15/2018		13.23 169.97 -54.23 100.39 10.48
			Total for Check Number 58240:	0.00	239.84
58241	PACTOP 1-T1040600	Pacific Topsoils, Inc. Emerald Heights Tree-Dump Brush, Environmer	02/15/2018		15.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 58241:	0.00	15.75
58242	PAWS January 2018	PAWS Animals Brought to Shelter-Jan	02/15/2018		1,086.00
			Total for Check Number 58242:	0.00	1,086.00
58243	PERTEET 20162081.008-2	Perteet Inc Prof Serv-The Learning Experience Dev Drainag	02/15/2018		855.00
			Total for Check Number 58243:	0.00	855.00
58244	PHILPUB 181 28351 28351a	Philips Publishing Passport Ad-Snohomish Quarterly Magazine Mill Creek Magazine-Spring 2018 Ad Revenue, Mill Creek Magazine-Spring 2018	02/15/2018		160.00 14,689.74 -6,320.00
			Total for Check Number 58244:	0.00	8,529.74
58245	PRYTHSP 574404	Protect Youth Sports Background Checks-Youth Basketball Volunteer:	02/15/2018		125.30
			Total for Check Number 58245:	0.00	125.30
58246	RYANL 1 10 11 12 2 3 4 5 6 7 8 9	Lindsey Ryan Mileage Reimb 02/05 Budget Analyst Training-I Breakfast 02/09 Budget Analyst Training-L Ryar Lunch 02/09 Budget Analyst Training-L Ryan Mileage Reimb 02/10 Budget Analyst Training-I Transportation 02/05 Budget Analyst Training-L Breakfast 02/05 Budget Analyst Training-L Ryar Lunch 02/05 Budget Analyst Training-L Ryan Dinner 02/05 Budget Analyst Training-L Ryan Breakfast 02/06 Budget Analyst Training-L Ryar Dinner 02/06 Budget Analyst Training-L Ryan Dinner 02/07 Budget Analyst Training-L Ryan Breakfast 02/08 Budget Analyst Training-L Ryar	02/15/2018		19.88 8.62 14.01 20.10 42.00 9.40 10.51 14.28 7.06 19.82 29.73 10.18
			Total for Check Number 58246:	0.00	205.59
58247	SANDACLN Jan 2018	Sanda Cleaners Uniform Dry Cleaning-Jan-G Elwin & S Eastma	02/15/2018		222.39
			Total for Check Number 58247:	0.00	222.39
58248	SANDIEPE 631144 631176	San Diego Police Equipment Co. 1 Cs-40S&W 180GR-Duty Ammo 6 Cs-223 55GR FMJ-Ammo	02/15/2018		424.84 1,039.83
			Total for Check Number 58248:	0.00	1,464.67
58249	SERS 1000464514	Sno Co Emergency Radio System SERS Operating Assessment	02/15/2018		54,141.00
			Total for Check Number 58249:	0.00	54,141.00
58250	SHI B07700191	SHI International Corp Microsoft Surface Power Supply-Power Adapter	02/15/2018		67.26
			Total for Check Number 58250:	0.00	67.26

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
58251	SILVERL	Silverlake Water District	02/15/2018		
	14112-27585	132nd & SR 527 Irrig 01/01-01/31			7.60
	14737-19068	Silver Crest Park 01/01-01/31			7.60
	17679-27345	15429 1/2 Bothell Everett Hwy 01/01-01/31			7.60
	17684-27596	15429 Bothell Way-Irrig 01/01-01/31			7.60
	24079-27593	Hillside Irrig 01/01-01/31			7.60
	32140-27632	13903 N Creek Dr-Irrig 01/01-01/31			7.60
	32141-27633	13903 N Creek Dr 01/01-01/31			67.75
	35995-27914	SR 527-Irrig 01/01-01/31			7.60
	35996-27914	14600 SR 527-Irrig 01/01-01/31			7.60
	35997-27914	13800 N SR 527-Irrig 01/01-01/31			7.60
	35998-27914	1600 SR 527-Irrig 01/01-01/31			7.60
	35999-27914	15200 SR 527-Irrig 01/01-01/31			7.60
	36000-27914	15100 N SR 527-Irrig 01/01-01/31			7.60
	36016-27914	SR 527 & Trillium Blvd-Irrig 01/01-01/31			7.60
	36025-27914	14600 SR 527-Irrig 01/01-01/31			7.60
	36026-27914	SR 527 & Dumas Rd-Irrig 01/01-01/31			7.60
	36365-27593	Dumas Rd Irrigation 01/01-01/31			22.30
	37034-30017	14721 12th Ave SE-Irrig 01/01-01/31			7.60
	37680-27914	0 33rd Dr & Northpointe Circle-Irrig 01/01-01/31			7.60
	40191-27914	13315 45th Ave SE-Restroom 01/01-01/31			63.50
		Total for Check Number 58251:		0.00	282.75
58252	SMARSH INV00330960 INV00330960a	Smarsh Inc Text Archiving Platform-Verizon Monthly 01/01 Use Tax, Text Archiving Platform-Verizon Montl	02/15/2018		240.60 -7.80
		Total for Check Number 58252:		0.00	232.80
58253	SNOCOPW 1000464265	Snohomish County Public Works RR7797-Sinkhole at 1328 144th St SE	02/15/2018		1,436.84
		Total for Check Number 58253:		0.00	1,436.84
58254	SNOCOPW1 72040	Snohomish County Public Works Debris Removal-Sports Park Overflow Parking I	02/15/2018		20.00
		Total for Check Number 58254:		0.00	20.00
58255	SNOCPU 2001-0143-4 2001-5445-8 2007-4359-9 2013-5396-8 2013-6774-5 2016-6351-5 2016-6928-0 2017-8113-5 2022-3010-8 2022-3010-8a 2024-6104-2 2025-2921-0 2025-7077-6 2026-2439-1 2026-6749-9 2027-6793-5 2029-0994-1 2029-2633-3 2029-5905-2 2030-2812-1	PUD No. 1 of Snohomish County 2725 Seattle Hill Rd 01/09-02/07 2720 Seattle Hill Rd 01/09-02/07 Street Lights-190 Lights-200W 01/01-01/31 15728 Main St 01/05-02/05 902 164th St SE 01/09-02/05 14600 16th Ave SE 01/03-02/01 16110 1/2 29th Dr SE 12/28-01/25 2701 155th St SE 12/30-01/29 1900 164th St SE 12/09-01/08 1900 164th St SE 01/09-02/07 15803 32nd Ave SE 01/09-02/07 Street Lights-386 Lights-100W 01/01-01/31 Street Lights-87 Lights-250W 01/01-01/31 Street Lights-842 Lights-100W 01/01-01/31 2024 Seattle Hill Rd 01/09-02/07 Street Lights-21 Lights-400W 01/01-01/31 Street Lights-6 Lights-120W 01/01-01/31 Hillside Park 12/29-01/26 4842 SAC 01/10-02/07 4560 SAC 01/06-02/05	02/15/2018		16.20 16.20 1,746.10 1,671.58 31.97 17.61 43.36 131.88 23.04 22.13 103.04 1,389.60 942.21 6,021.56 35.15 312.90 28.98 15.66 76.27 65.17

AGENDA ITEM #H.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	2032-5163-2	15510 Village Green Dr	12/30-01/29		16.74
	2033-4808-1	14810 35th Ave SE	01/09-02/07		70.31
	2033-8815-2	15429 Bothell Everett Hwy	01/10-02/07		28.99
	2047-1754-0	Street Lights-39 Lights-400W	01/01-01/31		441.48
	2206-1241-0	15601 22nd Ct SE	12/30-01/30		25.04
	2207-6351-0	13332 44th Ave SE	01/06-02/05		84.06
			Total for Check Number 58255:	0.00	13,377.23
58256	SNOKING 62944 63091	Sno-King Stamp, Inc. Replace Bands & Ink Pads-PD Date Stamps Name Plate-Councilmember John Steckler	02/15/2018		51.34 14.50
			Total for Check Number 58256:	0.00	65.84
58257	STAND 600156-0001	Standard Ins. Company RA Life, AD&D & LTD Prem MEBT-ER Paid Feb	02/15/2018		4,443.82
			Total for Check Number 58257:	0.00	4,443.82
58258	STAND2 600156-0002	Standard Ins. Company RA Survivor Prem-MEBT-ER Paid-Feb	02/15/2018		2,245.65
			Total for Check Number 58258:	0.00	2,245.65
58259	STAPLEAD 8048494124 8048494124a 8048494124b 8048494124c 8048494124d	Staples Advantage Cash Bags, General Office Supplies General Office Supplies-Map Book Supplies/Tor Copy Paper General Office Supplies-C Miller General Office Supplies-S Eastman	02/15/2018		125.83 322.77 450.34 326.71 872.27
			Total for Check Number 58259:	0.00	2,097.92
58260	STARDMSV 011719-IN 011719-INa	Stardom Services Inc Janitorial Services-Jan-CHN Janitorial Services-Jan-CHS	02/15/2018		1,184.13 995.00
			Total for Check Number 58260:	0.00	2,179.13
58261	STATEAUD L123851	State Auditor's Office Statutory Audit Services 2016-2016	02/15/2018		593.60
			Total for Check Number 58261:	0.00	593.60
58262	STERICYC 3004145501	Stericycle Inc Biomedical Waste Services-Monthly Fee	02/15/2018		10.36
			Total for Check Number 58262:	0.00	10.36
58263	TLOLLC 839489	TransUnion Risk and Alternative Background/Identity Investigations-Jan	02/15/2018		25.00
			Total for Check Number 58263:	0.00	25.00
58264	TRAMMELI 6738	Lori Trammel Cupcake Class (Valentine Drip Cake) 02/10 #67:	02/15/2018		171.50
			Total for Check Number 58264:	0.00	171.50
58265	TRANSUN 01810602	Trans Union LLC Basic Service Monthly Fee-Credit Checks 12/26-	02/15/2018		44.16

AGENDA ITEM #H.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 58265:	0.00	44.16
58266	USBANK XXXXXXXX139	US Bank NA - Custody Investment Custody Charges 01/01-01/31	02/15/2018		46.00
			Total for Check Number 58266:	0.00	46.00
58267	UULC 8010166 8010166a	Utilities Underground Location Center On Call Location Services-141 Locates On Call Location Services-141 Locates	02/15/2018		90.95 90.94
			Total for Check Number 58267:	0.00	181.89
58268	WAALARM 430217	Washington Alarm PD Storage-Installation Deposit	02/15/2018		1,040.00
			Total for Check Number 58268:	0.00	1,040.00
58269	WASTPAT 118005190	Washington State Patrol Background Checks-Jan	02/15/2018		72.00
			Total for Check Number 58269:	0.00	72.00
58270	WWGRAIN 9681853108	W. W. Grainger, Inc. Street Light Fuse	02/15/2018		183.38
			Total for Check Number 58270:	0.00	183.38
58271	ZUMAR 1627	Zumar Industries, Inc. 6-Parking Lot Post, 6-Surface Mount Base	02/15/2018		465.39
			Total for Check Number 58271:	0.00	465.39
			Total for 2/15/2018:	0.00	179,008.68
			Report Total (84 checks):	0.00	179,008.68



Date: February 27, 2018

Payroll Check Batches		
Dated	Check Numbers	Amount
02/09/2018	ACH Automatic Deposit Checks	\$157,673.45
02/09/2018	ACH Wire- FWT & Medicare Taxes	\$26,580.58
02/09/2018	ACH Wire MEBT- Wilmington Trust	\$22,976.72
02/09/2018	ACH Wire- ICMA RC- Def. Comp	\$1,076.51
02/09/2018	ACH Wire- BAC- Flex Spending Acct	\$1,012.05
02/09/2018	ACH Wire- MCPD Guild Dues	\$2,140.00
Total		\$211,459.31

Voided Checks	
Numbers	Explanation

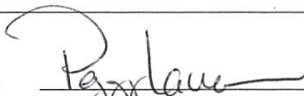
CLAIMS APPROVAL

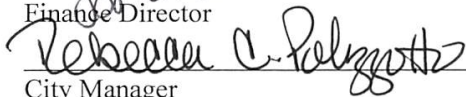
We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of the ACH Automatic Deposit checks and ACH Wire Transfers in the amount of \$211,459.31.

We recommend approval of the above stated amount with the following exceptions:

Councilmember

Councilmember



 Finance Director


 City Manager

Statistical Summary

Statistical Summary

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Under Review
 Week#:6 Pay Date:02/09/2018 P/E Date:01/31/2018
 Qtr/Year:1/2018 Run Time/Date:18:17:35 PM EST 02/07/2018

Taxes Debited	Federal Income Tax	20,198.16		
	Earned Income Credit Advances	0.00		
	Social Security - EE	0.00		
	Social Security - ER	0.00		
	Social Security Adj - EE	0.00		
	Medicare - EE	3,191.22		
	Medicare - ER	3,191.20		
	Medicare Adj - EE	0.00		
	Medicare Surtax - EE	0.00		
	Medicare Surtax Adj - EE	0.00		
	COBRA Premium Assistance Payments	0.00		
	Federal Unemployment Tax	0.00		
	State Income Tax	0.00		
	Non Resident State Income Tax	0.00		
	State Unemployment Insurance - EE	0.00		
	State Unemployment Insurance Adj - EE	0.00		
	State Disability Insurance - EE	0.00		
	State Disability Insurance Adj - EE	0.00		
	State Unemployment/Disability Ins - ER	0.00		
	Workers' Benefit Fund Assessment - EE	0.00		
	Workers' Benefit Fund Assessment - ER	0.00		
	Local Income Tax	0.00		
	School District Tax	0.00		
	Total Taxes Debited	26,580.58		
Other Transfers	Full Service Direct Deposit Acct. No.000060104700Tran/ABA125000024	157,673.45		
	Total Amount Debited From Your Account		184,254.03	
				Total Liability
Bank Debits & Other Liability	Checks	0.00		184,254.03
	Adjustments/Prepay/Voids	0.00		184,254.03
Taxes- Your Responsibility	None this payroll			184,254.03

Payment Approval Confirmation

Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 02/09/2018 3:54:31 PM CST



Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Processing by Bank
Transaction Number: 1829F4954JUN2485

Template Name: MATRIX/MEBT
Template Code: WILTRUST

Debit Account Information

Debit Bank: 125000024
Debit Account: 000060104700
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: MATRIX TRUST COMPANY
Beneficiary Address: NA
Beneficiary City: NA
Beneficiary Postal Code: NA
Beneficiary Country: US - United States of America

Beneficiary Account: 530354845
Beneficiary Bank ID: 021000021
JPMORGAN CHASE BANK, NA
1111 POLARIS PKWY
COLUMBUS
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 22,976.72

Value Date: 02/09/2018

Optional Information

Sender's Reference Number: CITY MILL CREEK

Beneficiary Information: City of Mill Creek n3177e

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankottke
Approved: sankottke
Initial Confirmation: WTX:2018020900397940

Input Time: 02/09/2018 3:50:04 PM CST
Time: 02/09/2018 3:54:15 PM CST

Payment Approval Confirmation

Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 02/09/2018 3:54:31 PM CST



Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Processing by Bank
Transaction Number: 1829F4735LJP2398

Template Name: ICMA 457 Plan
Template Code: ICMA

Debit Account Information

Debit Bank: 125000024
Debit Account: 000060104700
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: ICMA RC
Beneficiary Address: P.O. Box 64553
Beneficiary City: Baltimore
Beneficiary Postal Code: 21264-4553
Beneficiary Country: US - United States of America

Beneficiary Account: 42538001
Beneficiary Bank ID: 022000046
MANUFACTURERS AND TRADERS TR C
ONE M AND T PLAZA, 15TH FL
BUFFALO
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 1,076.51

Value Date: 02/09/2018

Optional Information

Sender's Reference Number: 302029

Beneficiary Information: City of Mill Creek 302029

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankottke
Approved: sankottke
Initial Confirmation: WTX:2018020900397939

Input Time: 02/09/2018 3:47:47 PM CST
Time: 02/09/2018 3:54:15 PM CST

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online
City of Mill Creek

Report Date: 02/09/2018
Report Time: 03:56:22 PM

Batch Summary Report by ID Number

Company Name:	City of Mill 01	Effective Date:	02/12/2018
ACH ID:	2911225895	Batch Sequence:	1
Application Name:	CCD Payments and Collections	Database Name:	BAC
Batch Status:	Released	Created By:	SANKOTTKE
Released By:	SANKOTTKE		

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$1,012.05	C	125108366	310005566	C	

Total Amount in Batch

Total Count in Batch

Debits	\$0.00	0
Credits	\$1,012.05	1
Prenotes	\$0.00	0

Grand Total Amount

Grand Total Count

Debits	\$0.00	0
Credits	\$1,012.05	1
Prenotes	\$0.00	0

Payment Approval Confirmation

Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 02/09/2018 3:54:31 PM CST



Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Processing by Bank
Transaction Number: 1829F48399NN2443

Template Name: GUILD DUES
Template Code: GUILD

Debit Account Information

Debit Bank: 125000024
Debit Account: 000060104700
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: Mill Creek Police Officer Guild
Beneficiary Address: PO Box 13261
Beneficiary City: Mill Creek
Beneficiary Postal Code: 98082
Beneficiary Country: US - United States of America

Beneficiary Account: 000060159001
Beneficiary Bank ID: 125000024
BANK OF AMERICA, NA
1424 164TH ST SW
LYNNWOOD
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 2,140.00

Value Date: 02/09/2018

Optional Information

Sender's Reference Number: Police Guild

Beneficiary Information: Police Guild Dues Direct Deposit

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankottke
Approved: sankottke
Initial Confirmation: WTX:2018020900397941

Input Time: 02/09/2018 3:48:51 PM CST
Time: 02/09/2018 3:54:15 PM CST



MINUTES
AFSCME Labor Management Monthly Meeting

Thursday, February 8, 2018, 9:00 a.m.
Executive Conference Room, City Hall South

ATTENDANCE

AFSCME

Matt Miller
Kim Mason-Hatt
Jodie Gunderson
Chris Risen

MANAGEMENT

Rebecca Polizzotto
Charlie Miller

NOTE TAKER

Betsie Devenny

ABSENT

Christi Amrine

OLD BUSINESS

None

NEW BUSINESS

No agenda items were set prior to the meeting.

1. The City Manager introduced Charlie Miller, the City's new Human Resources/Labor Relations Specialist, and confirmed with AFSCME that Charlie will attend future meetings and serve as the daily operational contact for the Union.
2. The City Manager advised the Union that a new councilmember, John Steckler, was appointed on Tuesday to fill the vacant Council seat.
3. AFSCME provided historical background information for the City Manager with respect to how management and the Union have interacted historically with respect to employee discipline. Both management and the Union agreed upon general parameters regarding how the union should be notified with respect to investigations and employee discipline. Applicable procedures will be included in the revised and updated personnel policies.
4. The City will be updating the job description and conducting a compensation analysis for the position currently held by Chris Risen as Property Technician. When revised, the job description will be reviewed with the Union and then posted internally for hiring. In the meantime management and the Union agree that it is appropriate for Joanna Lee to serve in an acting capacity in this role.
5. The City Manager advised the Union that James Busch will now report directly to the City Manager. This move will help the Finance Director focus on her team and its processes.
6. The City Manager is looking at the basketball program and the best way to manage its operation. Staff should support programs, but not necessarily manage and run them.

Management and the Union agreed to continue discussing the staffing of the basketball program as more information became available through the City's analysis and budget process. It was agreed that keeping the Union in the loop about these types of changes is mutually beneficial.

7. The City Manager advised that the Employee Recognition Committee would like to host a retirement party for Chris Risen.
8. The Union asked about staffing in Public Works Maintenance. The City Manager advised the Union that the Public Works Supervisor will now report directly to the Director of Public Works and Development Services. The Planning Manager, Director of Public Works and Development Services and Public Works Supervisor are working on an analysis to evaluate staffing levels and equipment needs.

ADJOURNMENT

The meeting adjourned at 10:10 a.m.



Kim Mason-Hatt, President AFSCME



Rebecca Polizzotto, City Manager

MARCH						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
		Council				
11	12	13	14	15	16	17
		Council				
18	19	20	21	22	23	24
25	26	27	28	29	30	31
		Council				

APRIL						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
		Council				
8	9	10	11	12	13	14
		Council				
15	16	17	18	19	20	21
22	23	24	25	26	27	28
		Council				
29	30					

MAY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
		Council				
6	7	8	9	10	11	12
		Council				
13	14	15	16	17	18	19
20	21	22	23	24	25	26
		Council				
27	28	29	30	31		

Tentative Council Meeting Agendas
Subject to change without notice

Last updated: February 23, 2018

March 6, 2018

(Agenda Summary due February 20)

- Work Session: Long Term Planning
 - Customer Service
 - Recreational Opportunities
 - Public Safety
- Update: 35th Avenue Project
 - Construction Mgmt Contract
 - Cost Estimates Schedule
- Reports
 - Quarterly Financial Report

March 13, 2018

(Agenda Summary due February 27)

- Presentation:
 - Sweetwater Ranch Stormwater Capital Project
- Public Records Act Policy
- Work Session: Long Term Planning
 - Economic Prosperity
 - Leadership
 - Long Term Planning
- Reports:
 - Labor/Management Minutes

March 27, 2018

(Agenda Summary due March 13)

- Work Session:
 - Code Revision - Repeal of Board of Appeals/Adjustment
 - Administrative approval of long plats
- Business Expense Policy
- Update - Exploration Park Project
 - Construction Mgmt Contract
 - Cost Estimates
 - Schedule

April 3, 2018

- Snohomish County Update - Dave Somers
- Senior Center Contract Renewal - 2018
- Presentation: Chief for a Day

April 10, 2018

(Agenda Summary due March 27)

- WRIA 8 ILA
- Presentation: EGUV Development Agreement
- 35th Construction Project
 - Bid Award
 - Communications Plan
- Reports
 - Labor Management Minutes

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
		Council				
10	11	12	13	14	15	16
		Council				
17	18	19	20	21	22	23
24	25	26	27	28	29	30
		Council				

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
		Council				
8	9	10	11	12	13	14
		Council				
15	16	17	18	19	20	21
22	23	24	25	26	27	28
		Council				
29	30	31	27	28	29	30

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 24, 2018

(Agenda Summary due April 10)

- Exploration Park
 - Bid Award
 - Communications Plan
- Reports
 - Quarterly Financial Report

May 1, 2018

(Agenda Summary due April 17)

- Presentation: Sports Tourism Feasibility Study
- Reports
 - Memorial Day Update

May 8, 2018

- Beaver Management Plan

May 22, 2018

- Long term planning impacts from Paine Field commercial flights. Work Session:

Work in Progress - Upcoming Agenda Items

- Personnel Policies and Procedures
- Freedom Field Grant Contract
- Freedom Field Construction Contract
- Budget Calendar
 - CIP Policies
 - Financial Policies

Possible Work Session Topics for Discussion

- Parking Codes
- Business signs
- MCCA storm water discussions
- Sports Fields
- Repair Issues
- Utility Project Management
- Review of Criminal Justice Costs/Alternatives
- Status update on County's SHR project
- 128th St as an ST3 Station
- Issues re: no parking on sidewalks
- Development Projects in Progress
- Hotel/Motel Theater Tax
- Resort Fees
- Partnerships with Everett School District
- Development code change to allow redevelopment along Mill Creek Blvd/North Creek
- Council Chambers Configuration