

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 • John Steckler • Stephanie Vignal

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 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 residency 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. 2019-850

Next Resolution No. 2019-579

**April 2, 2019
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

RECESS TO EXECUTIVE SESSION

(Confidential session of the Council)

- B. To evaluate the qualifications of an applicant for public employment pursuant to RCW 42.30.110(1)(g)

Action may or may not be taken.

NEW BUSINESS

- C. Settlement Agreement Between the City of Mill Creek and Comcast Regarding Franchise Fee Audit
(Peggy Lauerman, Director of Finance & Administration)

STUDY SESSION

- D. 2019 Winter Storm Response Update
(Gina Hortillosa, Director of Public Works & Development Services)

CONSENT AGENDA

- E. City Council Meeting Minutes of December 4, 2018

REPORTS

- F. Mayor/Council
G. City Manager
 - Council Planning ScheduleH. Staff
 - Contract for Domestic Violence Services

AUDIENCE COMMUNICATION

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

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- J. Consideration of real estate matters pursuant to RCW 42.30.120(1)(b)(c)

Action may or may not be taken.

ADJOURNMENT



Agenda Item # C
Meeting Date: April 2, 2019

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: SETTLEMENT AGREEMENT BETWEEN THE CITY OF MILL CREEK AND COMCAST REGARDING FRANCHISE FEE AUDIT/REVIEW

PROPOSED MOTION:

Authorize the City Manager to execute the agreement with Comcast Cable Communications, LLC (“Comcast”), in full settlement of all Franchise Fee payment obligations for the period from January 1, 2011 through December 31, 2017 (“Settlement Period”).

KEY FACTS AND INFORMATION SUMMARY:

As discussed in previous meetings with Council, The Cohen Law Group (“CLG”) was engaged by the City of Mill Creek (the “City”) to complete a franchise fee review of Comcast, pursuant to Section 3.5 of the Cable Franchise Agreement (“Agreement”) between the two parties. The review period corresponds to a six-year period beginning January 1, 2011 and ending December 31, 2017.

After an in-depth review, CLG has found Comcast to be non-compliant with respect to the following areas of inquiry.

Fee-On-Fee Revenues

Pursuant to the audit, CLG discovered that Comcast did not include “franchise fees” in its franchise fee payment calculations in violation of the Agreement. In the definition of “gross revenues” as set forth in Section 1.27 of the Agreement, “franchise fees” are specifically listed as a revenue source that is required to be included in franchise fee calculations.

TV Guide Revenues

CLG also discovered that for the month of November 2014, Comcast omitted TV guide revenues from its franchise fee calculations.

Cost of the Audit

Section 3.5, *Audits*, of the Agreement states, “If the audit shows that Franchise Fee payments have been underpaid by three percent (3%) or more, Grantee shall pay the total cost of the audit, such audit cost not to exceed five thousand dollars (\$5,000) times each year covered by the audit period.” The above underpayments and penalties as described above total \$92,607.17.

The total underpayment of \$92,607.17 exceeds three percent, and thus Comcast is responsible for reimbursing the City for the cost of the audit. CLG performed the franchise fee audit of Comcast on a flat fee basis, and the total cost of the audit was \$5,310.

CITY MANAGER RECOMMENDATION:

Authorize the proposed settlement agreement with Comcast for the settlement period.

ATTACHMENTS:

- Attachment A: Settlement Agreement between the City of Mill Creek and Comcast regarding franchise fee audit/review.

Respectfully Submitted:



Robert S. Stowe
Interim City Manager

**SETTLEMENT AGREEMENT BETWEEN THE
CITY OF MILL CREEK AND COMCAST REGARDING
FRANCHISE FEE AUDIT/REVIEW**

This Settlement Agreement ("Settlement Agreement") is dated this ____ day of March, 2019, by and between Comcast Cable Communications, LLC ("Comcast"), and the City of Mill Creek, a Washington municipal corporation ("City"). Comcast and the City may be individually referred to hereafter as a "Party" or jointly as the "Parties."

RECITALS

WHEREAS, Section 3.1 of Mill Creek Ordinance No. 2006-652 permits the City to receive from Comcast a franchise fee in the amount of five percent of Comcast's gross revenues ("Franchise Fee");

WHEREAS, the City engaged the firm of Cohen Law Group to conduct a review of Comcast's Franchise Fee payments for the period from January 1, 2011 through December 31, 2017 ("Audit Period");

WHEREAS, Comcast received a letter prepared by Cohen Law Group dated May 22, 2018 regarding its audit ("Audit Report"), and Comcast agrees that additional franchise fees are owed to the City for the Audit Period;

WHEREAS, the Parties deem it to be to their mutual benefit to settle their differences for all Franchise Fee payment issues for the period from January 1, 2011 through December 31, 2017 ("Settlement Period") by this Settlement Agreement, and to resolve all such disputes and specify the terms under which Comcast will pay the City the sum of \$92,607.17 ("Settlement Payment") in full settlement of all Franchise Fee payment obligations for the Settlement Period.

NOW THEREFORE, in consideration of and exchange for the mutual benefits and undertakings described herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PAYMENT BY COMCAST

Within thirty (30) days of delivery to Comcast of a counterpart original of this Settlement Agreement executed by the City, Comcast shall deliver to the City Finance Director a check made payable to the City of Mill Creek in the amount of \$92,607.17. Comcast reserves the right to pass through the adjustment to customers for any underpayments which have not already been collected as franchise fees; provided that under no circumstances shall Comcast charge more than 6.99% of gross revenues in any one month as a franchise fee. Such pass through adjustment may begin in May 2019.

2. RELEASE OF ALL CLAIMS AND FINAL SATISFACTION AND RELEASE OF PAYMENT OBLIGATIONS

Upon negotiation of the Settlement Payment check and confirmation by the City

(SXM1849541.DOCX; 3/05739.000006/)

that the Settlement Payment proceeds have been deposited in the City's bank account, the Parties hereby release and discharge each other from all claims related to Franchise Fee payments for the Settlement Period. Payment by Comcast to the City pursuant to Section 1 and Section 2 hereof shall be deemed full and final satisfaction and release of Comcast's Franchise Fee payment obligations for the Settlement Period.

3. NO WAIVER OR CONCESSION OF THE METHOD OF CALCULATION OF GROSS REVENUES

The Parties mutually agree that this Settlement Agreement controls only the Settlement Period and is neither precedent nor waiver by either Party of any claim, methodology or interpretation of the Franchisee's gross revenues for any future audit of periods not within the Settlement Period.

4. GENERAL PROVISIONS

(a) Each Party covenants and agrees that it will not make, assert or maintain any claim, demand, action or cause of action that is discharged by this Settlement Agreement against the other Party; provided, however, that either Party may bring an action against the other Party to enforce this Settlement Agreement.

(b) Each Party represents that it has not conveyed or assigned any claims released by this Settlement Agreement to any third parties. Each Party represents and warrants that it has the power and authority to enter into this Settlement Agreement. Any breach of this Settlement Agreement shall be subject to all remedies available to the Parties at law or in equity. In addition, any breach of this Settlement Agreement shall be deemed a breach of the Franchise Agreement, and shall be subject to all of the remedies available under the Franchise Agreement.

(c) The Settlement Agreement sets forth the entire agreement of the Parties with respect to its subject matter, there being no other promise or inducement to or for the execution of this Settlement Agreement other than the consideration cited above. There are no contingencies, conditions precedent, representations, warranties, or other agreement, oral or otherwise, regarding settlement between the Parties not stated herein.

(d) The Parties acknowledge that this Settlement Agreement is the product of negotiations between the Parties and does not constitute, and shall not be construed as, an admission of liability on the part of any Party.

(e) This Settlement Agreement shall inure to the benefit of, and shall be binding on, the Parties' respective successors and assigns. There are no third party beneficiaries of this Settlement Agreement.

(f) This Settlement Agreement may not be modified or amended, nor any of its terms waived, except by an amendment signed by duly authorized representatives of the Parties.

(g) This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of Washington without regard to conflicts of law principles. All

actions or suits brought hereunder or arising out of this Settlement Agreement shall be brought in the appropriate State or Federal courts in Washington, and in no other courts.

(h) This Settlement Agreement shall be effective upon the last date it is executed on behalf of Comcast and the City. The last Party to sign this Settlement Agreement shall promptly transmit a color pdf or hard copy of this Settlement Agreement to the other Party.

(i) All time frames expressed in terms of days shall mean calendar days, and if the time allowed for action required hereunder shall expire on a Saturday, Sunday, or holiday as defined, and if the time allowed for action required hereunder shall expire on a Saturday, Sunday, or holiday as defined by the laws of the State of Washington, then the expiration shall automatically be the next calendar day that is not a Saturday, Sunday, or holiday. All time frames are agreed to be of the essence.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed by duly authorized representatives of each Party on the dates written below.

CITY OF MILL CREEK, Washington

By: _____
Robert S. Stowe, Interim City Manager Date

ATTEST:

By: _____
Gina Pfister, Acting City Clerk

APPROVED AS TO FORM

By: _____
Scott Missall, City Attorney

COMCAST CABLE COMMUNICATIONS, LLC

By: _____

Name: _____

Title: _____

Date: _____



Agenda Item # D
Meeting Date: April 2, 2019

CITY COUNCIL AGENDA SUMMARY
City of Mill Creek, Washington

AGENDA ITEM: 2019 Winter Storm Response Update

PROPOSED MOTION:

No action required. Information provided for Council review and direction.

KEY FACTS AND INFORMATION SUMMARY:

According to the National Weather Service, last February Seattle saw the most snow in a single month in 50 years and one of the eight snowiest months since records started in 1891. Seattle generally receives 5 to 7 inches of snow annually. More than 20 inches fell in fewer than 10 days last month.

The storm proved to be more significant than originally anticipated by many local jurisdictions. City Hall was first closed on Monday, February 4th. The City was subsequently closed on Monday February 11th and Tuesday February 12th. On these three days, only essential personnel such as Police and Public Works crew reported to work. The City Manager proclaimed an emergency on Monday February 11th this allowed all resources to be focused on the storm response and lifted regular procurement protocols to secure additional resources.

Public Works Resources for Response

The City of Mill Creek has a crew of 4.7 FTEs. From February 1st through February 15th, crew members worked 12 hour shifts with a total of 107 hours of overtime. Public Work vehicles and equipment used during the response are shown in Table 1.

Snohomish County crews provided snowplowing and sanding services along our first priority mutual aid routes and some second priority routes (Attachment 1). However, the amount of snow made it difficult for the County to keep up. This was particularly the case with the hill on Mill Creek Road. This hill was closed for two days of the storm and created access challenges for the Emerald Heights Neighborhood (Attachment 2). Additionally, in spite of multiple calls and even a request submitted via Snohomish County Department of Emergency Management after the City's emergency proclamation, the Washington State Department of Transportation did not plow State Route 527 nor State Route 96.

The Emergency Proclamation issued on February 11th, waived regular contracting protocols and made it possible for staff to hire KLB Construction, Inc. Staff executed a contract with KLB Construction and snow plowing operations began only twelve hours after the proclamation. The contractor plowed for sixteen continuous hours starting on the evening of February 11th and focused on State Route 527, State Route 96, Seattle Hill Road, Mill Creek Road (hill), Dumas

Road and three parking lots –City Hall, Annex Building and the Mill Creek Library. In addition to the snow accumulated on the ground, approximately 6 inches of fresh snow fell in south Snohomish County on the evening of February 11th.

The City’s Dobson Remillard property was used as a yard to store sand and salt. Supplies were covered with a tarp to prevent clumping.

Table 1. Public Works Vehicles and Equipment (February 2019 snow storm)

Public Works Vehicles and Equipment					
Category	Operations and Maintenance				
Fleet	Year	Car #	Snow Response	Model	Notes
		2005	PW 1	x	Ford F-150 6 Cyl 4X4
	2001	PW 2	x	Isuzu NPR HD Dump (2 wheel drive)	Sanding truck
	2001	PW 3	x	Isuzu NPR HD Stake Bed (2 wheel drive)	Liquid de-icer
	2003	PW 4	x	Ford F350 6 Liter 2X4	Limited use
	2003	PW 5	x	Ford F350 6 Liter 4X4	Snow plow
	2007	PW 6		Ford F350 6 Liter Utility w/Crane	
	1998	PW 7		Jeep Cherokee 6 Cyl 4X4 (non operable)	
	1998	PW 8		Chevy 3500 Altec Bucket Truck TA35	
				GMC Sonoma (non operable)	
	2018	PW 11	x	Ford F-150 8 Cyl 4X4	Assesment of City streets
Equipment	2002		x	Swenson 2yd Sander	Failed on February 4th
	2010	PW 9	x	Isuzu NQR w/Tymco 435 regen Air Sweep	Post event cleanup
	2010	PW 10	x	Isuzu NQR w/Tymco 435 regen Air Sweep	Post event cleanup
	2002			Polaris 4X4 SUV Off Road/Trail	
	2007		x	Varitech Liquid De-Icer Skid	De-icing
	2007		x	Western Snow Plow Blade	Failed on February 15th
	2017			Vermeer Woodchipper	PW2 was used for sanding
	2018		x	Dump Trailer	Pickup of salt and sand, tractor
				Toro Z Master 48" Mower	
				Flatbed Trailer w/Mounted 500 Gallon Tank and pump	

Public Works Response Estimated Cost

The crew’s response to the snow storm began on Sunday February 3rd and they were dedicated to the storm response thru the weekend of February 15th. Regular work hours were spent snow plowing, applying sand/salt mix, de-icing and removing fallen tree limbs. In addition to regular hours, the estimated Public Works response cost is \$26,209 as shown on Table 2 below. Snohomish County has not yet invoiced the City. Hence, their costs are not included in Table 2.

Table 2. Cost Estimate for February 2019 Storm Response

Item	Cost
KLB Construction	\$18,186
Crew OT (estimate)	\$5,500
Rental (front loader)	\$2,523
Total	\$26,209

Like for most snow events and similar to most Cities in the Puget Sound area, last month the City of Mill Creek focused on providing adequate mobility on State Routes, collectors and arterials. Clearing residential streets was not a priority or within the City's financial or operational capabilities. Nonetheless, on February 14th, after priority routes had been cleared, a joint meeting with Fire District 7, the City's Police and Communications and Marketing Departments and Public Works was held to identify residential roads that would benefit from snow plowing. These residential streets were identified based on roadway steepness and icy conditions.

Some Homeowner Associations opted to hire private parties to plow residential streets. For instance, Spring Tree was able to locate a private landscaping company that snow plowed their streets for \$350.

The City is responsible for approximately 77 lane miles of residential streets. In March, the City requested a cost estimate from KLB Construction for snow plowing residential streets. They conveyed that this would depend on the snow event itself, quality of the service and speed of snow removal. For instance, the City may request the contractor to mobilize many plows so that roads are quickly cleared. Mobilization charges range from \$1,000 to \$2,000 per piece of equipment. Additionally, the quality of the services can vary-snow plowing innately creates undesired berms at driveways and cross streets. KLB's hourly charges vary between \$150 to \$205 per piece of equipment -there is a 4 hour minimum on equipment and overtime rates apply past an eight hour shift. For planning purposes, the approximate cost of plowing residential streets is in the range of \$50,000 to \$100,000. Although this is lower than the initial and preliminary projection of costs (\$200,000 to \$300,000) based on the time and cost for plowing the City's main transportation routes, it is still a significant expense and will vary based on the severity of the storm.

Public Works Response –Challenges

The Public Works crew faced challenges which include:

- Regional shortage of salt. The City's crew rationed salt applications and focused on hills, collectors and arterials.
- City owned sander broke on Monday February 4th. Through social media communications and coordination with Emergency Management at the City of Sammamish, the City was able to borrow a sander on Sunday February 10th.
- The City has a fuel account with Station 76. The only diesel location is at 164th Street SE and SR 527. This particular location shutdown their diesel pumps at night during the snow storm. Crew had to drive outside of City limits to refuel.
- Equipment limitations:
 - The City does not own a single 4x4 vehicle with the ability to simultaneously snow plow and sand. Therefore, sanding and snow plowing operations occur in separate passes. This is time consuming and not efficient.
 - Limited 4x4 capabilities. Chains were installed on sander and wore out after ten days due to extended use.
- The blade of the snow plow sheared on the early morning hours of Friday February 15th. A crew member was able to weld the plow together by the end of the day.
- Safety concerns:

- Two accidents involving crew members occurred during the storm response:
 - A) The first accident occurred on Monday February 4th (morning hours) as a crew member was at the intersection of SR 527 and Mill Creek Boulevard. A car spun out of control when making the turn and slide into the sander truck, PW 2. The crew member reported the accident to his supervisor. Police took a report. The sander truck had minimal damage and was placed back in service. No personal injuries were sustained.
 - B) On Saturday February 9th (morning hours) , one crew member filled up the sander truck at the City owned Dobson Remillard property and due to ice and deep snow slid off the edge of the driveway and into a small ditch. He was working alone and called his supervisor. Mary's Tow Trucking was contacted and able to winch the truck back onto the driveway. The sander truck was not damaged and was placed back in service. No personal injuries were sustained.
- Given the amount of work and limited crew size, in multiple occasions, crew members worked *alone* and without a spotter on SR 527 during night hours. Some of the work conducted under these conditions consisted of hand shoveling sand on the roadway instead of using a sander. This posed a considerable risk to their personal safety since they had no physical protection from traffic. The Department will not authorize this risk in future events. Additionally, some crew members reported being mocked by drivers while working alone. This presented an additional distraction under the already challenging work conditions.
- Interruption of Waste Management residential services. Commercial pick up services were continuous.
- Misalignment of resident expectations and available resources. The City received numerous requests for snow plowing of residential roads and sidewalk snow removal. Although these requests are understandable, the City does not have the resources to independently respond to emergency events. Recent events for which the City has relied on other agencies for support:
 - November 2017, flood on 136th St SE caused by a beaver dam breach
 - December 2017, sinkhole at Sweetwater Ranch caused by failed storm water pipe
 - February 2019, icy roads and accumulation of snow caused by storm

Public Works Response –Helpful Actions

Staff identified actions and conditions that proved to be helpful during the snow storm. These include:

- Appropriate management communication and crew skills facilitated an overall sense of awareness of what work that needed to be done under dynamic conditions. For instance, one crew member driving on 153rd Street SE noticed snow accumulation at Snohomish County Fire Station 76. He independently made the decision to clean up the driveway to the Fire Station.
- Interdepartmental communication was frequent and adequate. Additionally, at a broader level, communication with Snohomish County Department of Emergency Management was helpful in providing situational awareness at a countywide level.
- Securing resources prior to the storm. Sand, salt and rental of front loader occurred on February 1st. Early planning ensured the City had sufficient de-icer and new tires on two City trucks (PW 1 and PW 5).

- City Manager Emergency Proclamation facilitated the hiring of KLB Construction Inc.
- No widespread or sustained power outages were reported within City of Mill Creek boundaries.

Lessons Learned

On February 28th, an after action debrief was conducted. The debrief was facilitated by Director of Public Works and Development Services Gina Hortillosa and in attendance were Chief Greg Elwin, Deputy Chief Scott Eastman, Nathan Beagle Public Works Supervisor and four crew members. Three lessons learned were identified:

- Diesel fuel up of vehicles needs to occur during day hours since pumps at Station 76 may be closed at night. The crew is informed of this for future emergency events.
- Barricade sign at Mill Creek Road needs to read “Road closed to thru traffic” instead of “Bypassing this sign is a criminal violation of RCW 47.48.040). This would clarify to Emerald Heights residents that since their only ingress/egress route is via Mill Creek Road they indeed are not breaking the law. The City owns the proper signs and these will be installed in future emergency events.
- Live communication between the Public Works crew and the Police Department can be improved by the use of radios instead of cell phones. Additional coordination between both departments needs to happen in order to implement this in future emergency events.

Public Works –Opportunities for Improvement

There are opportunities for improvement in purchasing a backup for certain pieces of equipment such as the sander and storing materials such as sand and salt. Increasing the size of the crew and providing for increased levels of service is also an opportunity for improvement during emergency events. All of these improvements require financial resources. For instance, a new snow plow costs approximately \$8,000, a new sander costs approximately \$20,000. Ideally, we would purchase a Ford 550 (4x4) attach a plow and mount a sander on it. This costs approximately \$115,000.

The City could pursue entering into an on-call agreement with a contractor such as KLB Construction Inc. (or other) so that there services become available when needed and potentially increasing the speed of future responses.

Additionally, the City can provide additional information on the City’s limited ability to respond to events. This would ensure better alignment between the public’s expectations and the City’s available resources. That said, the City can continue focusing on priority routes as shown in Attachment 1 and develop a separate map for residential priority routes. Pedestrian routes could also be prioritized. Although this tiered priority approach would improve a common understanding, it does not warrantee that the City will have the ability to provide the services.

Staff recommends the consideration of an Emergency Event Fund that can be used to purchase supplies such as sand and salt and to hire a contractor. The minimum amount of this fund should be determined during the City’s Budget mid-biennium review based on the desired level of service.

CITY MANAGER RECOMMENDATION:

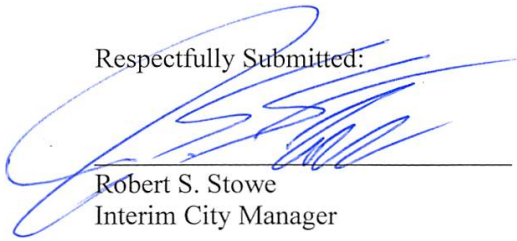
N/A

ATTACHMENTS:

Attachments:

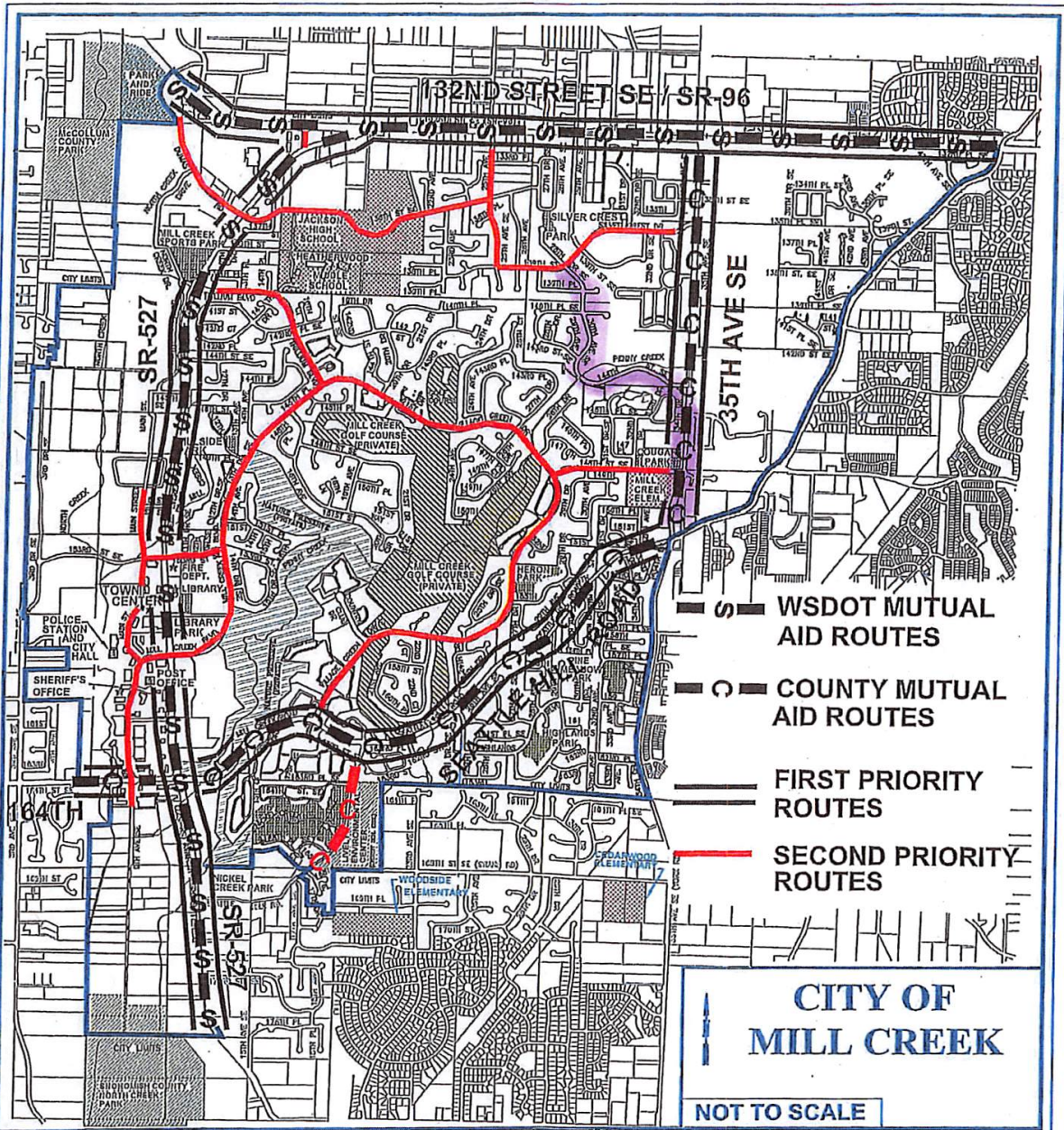
- Attachment 1: Map of Snow and Ice Priority Routes
- Attachment 2: Emerald Heights Homeowner's Association letter dated March 6th.
- Attachment 3: Emergency Proclamation dated February 11, 2019

Respectfully Submitted:



Robert S. Stowe
Interim City Manager

Attachment 1



INCORPORATED: 1983

City Hall
 15728 Main Street
 Mill Creek, Washington 98012-1227
 425-745-1891 General Offices (Hours: 9 am - 5 pm)
 425-745-6175 Police Department (Hours: 9 am - 5 pm)



**SNOW AND ICE
 PRIORITY PLAN**

CITYOFMILLCREEK.COM

UP-DATED:
 DEC. 8, 2009

SAND
 28TH DR
 30TH AVE
 144TH ST SE

Attachment 2

EMERALD HOMEOWNERS' ASSOCIATION



HEIGHTS ASSOCIATION

of Mill Creek
PO Box 13087
Mill Creek, WA. 98082
emeraldassn@gmail.com
facebook.com/groups/EmeraldHeightsHomeownersAssociation/
March 6, 2018

Mike Todd, Councilmember
City of Mill Creek
15728 Main St.
Mill Creek, WA. 98012

Subject: Question from the Emerald Heights Board of Directors Regarding Future Responses to Snow Events

Dear City Council Members;

The Emerald Heights Homeowners' Association will be holding our annual homeowners' meeting in April and the Board of Directors would like to know what to tell them regarding expectations in the event of future snow storms.

As you can see from the first and second photos, the road in front of the entrance to Emerald Heights was closed for two days. That has never happened in the 24 years that I have lived here. This presents several issues/hardships for our residents.



First, none of us are going to stay away from our homes if we know we can get up the road even though it is "closed". We don't appreciate the City of Mill Creek forcing us to commit a criminal act to get home.

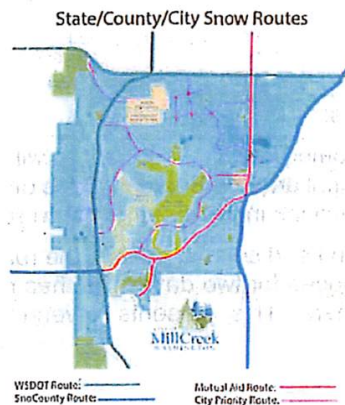
Secondly, we have two residents who require 24-hour caregivers. Closing the road forces the caregivers to either not come into the neighborhood or ignore the sign.

One caregiver walked up the road at 9 pm one night with saks of groceries in her arms.

On February 11 at 7:21 PM the City posted on the webpage "The City had secured assistance from KLB Construction for plowing our critical routes! They will provide two snow plows and will begin work at approximately 8:30 p.m. tonight, with a focus on clearing SR 527, SR 96/132nd Street SE, Mill Creek Road (including the roadway into Emerald Heights), and Mill Creek Blvd." We appreciate getting our road cleared; the question is are you going to wait as long next time as you did this time before you get the equipment you need?

The photo below was posted on your webpage after KLB Construction had performed their initial plowing. The City made the statement that after all the priority (pink) routes had been plowed/sanded, the City would begin plowing parking lots, etc.

Really, would the City start plowing parking lots before the road in front of Emerald Heights (the red line) was cleared?



What should we be telling our homeowners at the April meeting?

Sincerely,

Lynn Weber
EHHA Board of Directors

Attachment 3

Proclamation

WHEREAS, the City Manager of the City of Mill Creek has determined that the local and regional storm event is causing hazardous conditions and significant impacts in the City of Mill Creek; and,

WHEREAS, the winter storm event has created conditions of extreme peril to the safety of persons and property that exist in Mill Creek; and,

WHEREAS, all available resources are committed to winter storm work; and,

WHEREAS, the City requires supplemental assistance; and,

WHEREAS, the severity of this winter event is beyond the capability of local resources.

NOW THEREFORE, the City Manager for the City of Mill Creek does hereby proclaim the severe winter storm event constitutes an emergency as defined by the City of Mill Creek Comprehensive Emergency Management Plan and necessitates the utilization of emergency powers granted under Chapter 38.52.070 RCW.



Signed this 11th day of February 2019

A handwritten signature in blue ink, appearing to read "Rob. S. Stowe".

Robert S. Stowe, Interim City Manager



2019 Winter Storm Response Update

April 2, 2019

Agenda

- Storm magnitude
- Public Works Resources
- Public Works Estimated Cost
- Challenges
- Helpful Actions
- Lessons Learned
- Opportunity for Improvements



2019 Winter Storm



AGENDA ITEM #D.

Eastside | Local News | Northwest | Puget Sound | Weather

Fresh snow arrives in Seattle, closing region's schools again

Originally published February 10, 2019 at 11:09 am | Updated February 11, 2019 at 6:59 am



SNOW IN SEATTLE (1:10)
More snow falls on Sunday night in Seattle

Scenes from north Seattle as fresh snow arrives Sunday night with blustery winds. The National Weather Service expects Seattle to receive several additional inches of snowfall by Tuesday. (Lauren Frohne / The Seattle Times)

The National Weather Service expects Seattle to receive several additional inches of snowfall by Tuesday. School districts around Puget Sound have canceled classes for Monday, and public transportation remains limited. The state's House and Senate have canceled all their hearings.

By [Brendan Kiley](#) and [Paige Cornwell](#)

Seattle Times staff reporters

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While Seattle continues to dig out of one of the heaviest snowfalls to hit the city in three decades, Sunday saw the arrival of the first of several storm systems moving in from the Pacific over the coming week. The weather is compounding disruptions to public transportation and schools.

It's now the snowiest February on record, thanks to the additional flakes that fell at Seattle-Tacoma International Airport on Sunday evening, bringing the



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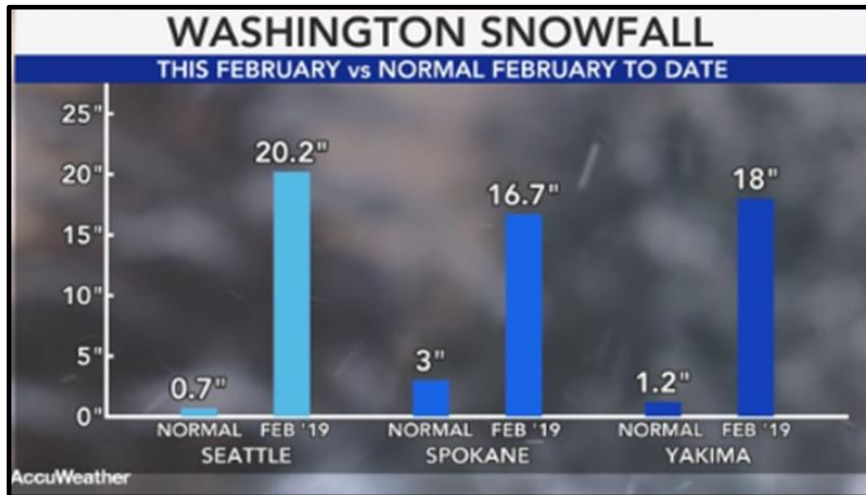
[Learn more](#)

“The National Weather Service expects Seattle to receive several additional inches of snowfall by Tuesday. School districts around Puget Sound have canceled classes for Monday, and public transportation remains limited. The state’s House and Senate have cancelled all their hearings.”
Seattle Time, Sunday February 10, 2019



Storm Statistics

- Most snow in a single month (50 years)
- One of top eight snowiest months (1891)
- Annual snow is 5 – 7 inches



Public Works Resources

- 4.7 FTEs
- 12 hour shifts
- 107 hours of OT



Public Works Resources

(continued)

Public Works Vehicles and Equipment					
Category	Operations and Maintenance				
Fleet	Year	Car #	Snow Response	Model	Notes
	2005	PW 1	x	Ford F-150 6 Cyl 4X4	Tree work, road closure signs
	2001	PW 2	x	Isuzu NPR HD Dump (2 wheel drive)	Sanding truck
	2001	PW 3	x	Isuzu NPR HD Stake Bed (2 wheel drive)	Liquid de-icer
	2003	PW 4	x	Ford F350 6 Liter 2X4	Limited use
	2003	PW 5	x	Ford F350 6 Liter 4X4	Snow plow
	2007	PW 6		Ford F350 6 Liter Utility w/Crane	
	1998	PW 7		Jeep Cherokee 6 Cyl 4X4 (non operable)	
	1998	PW 8		Chevy 3500 Altec Bucket Truck TA35	
				GMC Sonoma (non operable)	
	2018	PW 11	x	Ford F-150 8 Cyl 4X4	Assesment of City streets
Equipment	2002		x	Swenson 2yd Sander	Failed on February 4th
	2010	PW 9	x	Isuzu NQR w/Tymco 435 regen Air Sweep	Post event cleanup
	2010	PW 10	x	Isuzu NQR w/Tymco 435 regen Air Sweep	Post event cleanup
	2002			Polaris 4X4 SUV Off Road/Trail	
	2007		x	Varitech Liquid De-Icer Skid	De-icing
	2007		x	Western Snow Plow Blade	Failed on February 15th
	2017			Vermeer Woodchipper	PW2 was used for sanding
	2018		x	Dump Trailer	Pickup of salt and sand, tractor
				Toro Z Master 48" Mower	
				Flatbed Trailer w/Mounted 500 Gallon Tank and pump	



Public Works Resources

(continued)



Public Works Resources

(continued)



Public Works Resources (continued)



Public Works Resources

(continued)

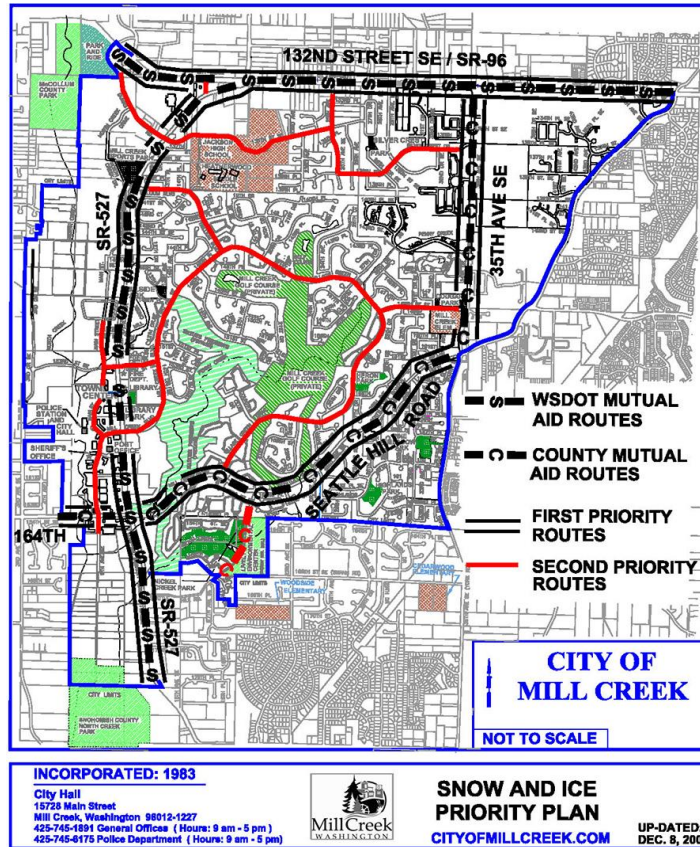


Public Works Resources

(continued)



Public Works Resources (continued)



Public Works Resources

(continued)



Public Works Estimated Cost

Table 2. Cost Estimate for February 2019 Storm Response

Item	Cost
KLB Construction	\$18,186
Crew OT (estimate)	\$5,500
Rental (front loader)	\$2,523
Total	\$26,209



Public Works Estimated Cost

- Some HOAs took independent action
- 77 lane miles of residential
 - Mobilization (\$1,000-\$2,000 per equip.)
 - \$150 - \$205 per equip.
- Plowing residential: \$50,000 - \$100,000



Public Works Challenges

- Regional shortage (salt)
- Diesel fuel up location
- 2002 Sander broke (Feb. 4th)
- Equipment
 - Plow/sand operations
 - Limited 4x4 capabilities
- Snow plow sheared (Feb. 15th)



Public Works Challenges

(continued)

- Waste Management residential services
- Safety
 - Two accidents (crew)
 - No “buddy system”



Public Works Challenges

(continued)



Public Works Challenges

(continued)



Public Works Challenges

(continued)



Put the Title of Your Presentation Down Here

Public Works Challenges

(continued)



Public Works Challenges

(continued)

- Misalignment of resident expectations and available resources
 - November 2017 (beaver dam breach)
 - December 2017 (sinkhole)
 - February 2019 (winter storm)



Public Works Helpful Actions

- Overall sense of awareness
 - Communication (crew, City, County)
 - Skills
- Securing resources prior to storm
- City Manager Emergency Proclamation
- No widespread power outages



Lessons Learned

- Diesel vehicle fuel-up
- Barricade signs at Emerald Heights
- Use of radios vs. cell phone



Opportunities for Improvement

- On-call agreement
- Information: Expectations and Available Resources
- Equipment backup
- Increasing the crew size
- Emergency Event Fund



2019 Winter Storm Response

Gina M. Hortillosa, PE PMP
Director of Public Works and Development Services

Nathan Beagle
Public Works Supervisor





MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, December 4, 2018

Council Chambers, 15728 Main Street, Mill Creek, WA 98012

Minutes are the official record of Mill Creek City Council meetings. Minutes document action taken at the council meeting, not what was said at the council meeting.

A recording of this City Council meeting can be found [here](#).

The agenda packet for this City Council meeting can be found [here](#).

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

AUDIENCE COMMUNICATION

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

Wil Nelson, a Mill Creek resident, thanked Public Works for putting deicer on the roads. Mr. Nelson asked that no changes be made to the agenda after it is posted on Friday's.

Herbie Martin, a Mill Creek resident, would like to see a diverse pool of candidates for vacant Council Position No. 2.

Jon Ramer, a member of Mill Creek AMVETS Post 2018, requested the gift of an American flag that has either flown outside City Hall or at the Veterans Monument for the Post's memorabilia collection.

OLD BUSINESS

B. City Manager Recruitment Schedule and Process Discussion

Interim City Manager Bob Stowe asked Council for direction regarding the City

December 4, 2018 REGULAR COUNCIL MEETING MINUTES

Manager recruitment process, schedule, and stakeholder meetings. City Manager Stowe introduced Peckham & McKenney consultant, Drew Gorgey, who answered questions from Council.

Council engaged in discussion. Council scheduled one-on-one meetings with Mr. Gorgey on December 10 to discuss the candidate profile. Mr. Gorgey will provide Council with a letter detailing next steps and a tentative schedule by the end of the week.

Councilmember Todd made a motion to extend the Interim City Manager's contract for nine months. Mayor Pro Tem Holtzclaw seconded the motion. The motion failed 2-5-0.

NEW BUSINESS

C. 2017-2018 Budget Amendments

Interim City Manager Bob Stowe explained why budget amendments are necessary and reviewed the increased revenue and proposed amendments; noting modifications to a variety of funds as noted in Exhibit A attached to the proposed ordinance.

Councilmember Cavaleri made a motion to approve Ordinance 2018-841, AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, RELATING TO THE 2017-2018 BUDGET; AMENDING THE 2017-2018 BUDGET, TO ADJUST REVENUES AND APPROPRIATIONS FOR SPECIFIED FUNDS; ORIGINALLY ADOPTED BY ORDINANCE 2016-810. Councilmember Todd seconded the motion. The motion passed unanimously.

D. Adoption of the 2019-2020 Biennial Budget

Interim City Manager Bob Stowe reviewed modifications made to the proposed 2019-2020 budget based on Council's direction since the initial presentation in November. Key modifications include: the new surface water fee with associated expense, reallocation of staff hours related to the Supervising Engineer position, and carryover of capital project elements related to 35th Ave reconstruction and Mill Creek Sports Park turf & light replacement.

City Manager Stowe provided information requested previously by Council relating to the funding request by the Mill Creek Senior Center. Based on discussion, City Manager Stowe will have the final document reflect a one-time payment of \$2,500 to the senior center to be paid by invoice in 2019. Mayor Pruitt requested a community funding discussion be on an agenda in January.

City Manager Stowe reviewed missed opportunities in the proposed budget including the funding of three key staff positions and how this will affect the City's level of service.

Snohomish County Councilmember Terry Ryan announced that a \$150,000 grant will be awarded to the City for maintenance and repairs at Heron Park.

Councilmember Cavaleri made a motion authorizing a budget allocation of \$2,500 from the Council Contingency Fund to the Northshore Senior Center. Councilmember Bond seconded the motion. The motion passed unanimously.

Councilmember Steckler made a motion to approve Ordinance 2018-842, AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, ADOPTING BUDGETED REVENUES AND EXPENDITURES FOR THE FISCAL BIENNIUM COMMENCING JANUARY 1, 2019. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

Councilmember Todd made a motion to amend the budget document by removing Appendix I. Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

E. Adoption of 2019 Legislative Priorities

Interim City Manager Bob Stowe explained the importance of the document and reviewed the proposed 2019 legislative priorities that were developed by staff based on recommendations provided by the Association of Washington Cities (AWC).

Councilmember Todd made a motion to adopt the 2019 Legislative Priorities. Councilmember Bond seconded the motion. The motion passed unanimously.

STUDY SESSION

F. Personnel Policies

Interim City Manager Bob Stowe, Director of Human Resources Laura Orlando, and Human Resources Manager Charlie Eikenberry led a study session introducing proposed updates to the Personnel Policies and Personnel Administration Manual. The Policy update also authorizes the City Manager to approve administrative procedures and guidelines through the Personnel Administration Manual that are necessary and appropriate for good governance, human resource management and required by state or federal laws.

Council requests further discussion related to compensation strategies after the new year.

At 8:29 p.m. Mayor Pro Tem Holtzclaw made a motion to extend the meeting up to 9:00 p.m. Councilmember Todd seconded the motion. The motion passed unanimously.

REPORTS

G. Mayor/Council

Mayor Pruitt reported that she attended the tree lighting ceremony, which had the largest turnout in City history.

Mayor Pruitt reported that she was recently appointed as an alternate to the Association of Washington Cities Enhanced 911 Advisory Committee for western

cities and gave a brief overview of the duties of the Committee.

Councilmember Todd reported that Community Transit will hold inaugural events for the Swift Green Line in late March. Councilmember Todd reported that the project is under budget and ahead of schedule.

- H. City Manager
 - Council Planning Schedule

AUDIENCE COMMUNICATION

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

Wil Nelson, a Mill Creek resident, would like Council to use a step incentive process for employees instead of annual performance reviews.

Barbara Heidel, a Mill Creek resident, thanked Council for the \$2,500 payment to senior center.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 8:40 p.m.

Pam Pruitt, Mayor

Gina Pfister, Acting City Clerk

December 4, 2018 REGULAR COUNCIL MEETING MINUTES

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

Tentative Council Meeting Agendas
Subject to change without notice

Last updated: March 28, 2019

April 9, 2019

(Agenda Summary due April 1)

- Proclamation: National Volunteer Week
- Presentation / Recognition of City Volunteers
- City Manager Contract Authority and Procurement Procedures
- Purchase of PW Bucket Truck
- Study Session: Contract for Services – Mill Creek Blvd Corridor Study
- Study Session: Updates to the Governance Manual
- Study Session: Dobson/Remillard Property
- Study Session: Financial Management Policies

April 23, 2019

(Agenda Summary due April 10)

- Presentation: Community Transit
- Planning Commission Appointments
- Contract for Services – Mill Creek Blvd Corridor Study
- Study Session: Compensation Strategies
- Report: Memorial Day Plans

May 7, 2019

(Agenda Summary due April 29)

- Proclamation: Public Works Month

May 14, 2019

(Agenda Summary due May 6)

- Check Presentation to City’s AWC Scholarship Nominee
- Surface Water F Failures – Construction Contract Award

May 28, 2019

(Agenda Summary due May 20)

- Hawk/SR 96 – Consideration of Speed

June 4, 2019

(Agenda Summary due May 27)

- Presentation: Youth Advisory Board Year-End Recognition
- Presentation: Waste Management

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

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

SEPTEMBER						
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					

Possible Work Session Topics for Discussion

- Business signs
- MCCA storm water discussions
- Utility Project Management
- Hotel/Motel Theater Tax
- Mill Creek Blvd Vision
- ST3 Stations
- 5G Presentation
- Legislative Retreat
- Gold Star Memorial
- Dobson Remillard Property
- Fleet Program
- Bike Lanes
- Community Funding Criteria and Source of Funds
- Surface Water System Study Group



15728 Main Street, Mill Creek, WA 98012

Administration 425-745-1891

Police 425-745-6175

All Other Departments 425-551-7254

MEMORANDUM

April 2, 2019

TO: City Council

THROUGH: Bob Stowe, Interim City Manager

FROM: Gregory Elwin, Chief of Police

SUBJECT: Domestic Violence Coordinator Contractual Services

ENCL: Attachment A – Contract for Services – Bridge Coordination Services LLC
Attachment B – Bridge Coordination Services LLC - *Calculation Sheet and Hourly Recommendation*
Attachment C – Victim Coordinator Scope of Responsibility
Attachment D – Timeline for service implementation
Attachment E – Council Agenda Summary – November 13, 2018
Attachment F – Interlocal Agreement – Edmonds DV Coordinator

The City of Mill Creek will be entering into a contract for services with Bridge Coordination Services LLC (Bridge) for domestic violence and victim coordination services effective May 1, 2019. The need for seeking services from Bridge arises from the pending dissolution of the city's current Interlocal agreement with the City of Edmonds for these same services. The City Council was advised in November 2018 that the City of Edmonds intended to terminate the ILA during 2019 in order to conserve their resources and reallocate the staff associated with serving Mill Creek to the needs that exist in their own city. The demands on the Edmonds DV Coordinator in both cities exceed that individual's capacity. Edmonds staff pledged at that time to assist Mill Creek with locating a suitable replacement service before any discussion on termination was held and asked the police department to advise when a suitable replacement had been located.

During the first quarter of 2019, police department staff explored options for a service provider. Bridge was identified as a potential service provider and a check of their references with the City of Mukilteo and the City of Arlington was performed; representatives from both police departments reported a high level of satisfaction with the service provided, and in fact the City of Mukilteo is considering expanding services due to their positive experience. Additionally, the current Edmonds Police Department DV Coordinator has worked extensively with Bridge personnel and reports a high level of satisfaction with the working relationship. No other private contract could be identified and allied cities are not in positions to be able to provide service similar to what the city has received from Edmonds for many years.

A request for additional information was submitted to Bridge, to include an estimation of work necessary to meet the needs of domestic violence investigations in Mill Creek as well as a cost associated with those services. Police Department staff obtained domestic violence investigation and call for service data from the records management system and provided that information to Bridge staff. Based on the historical workload of Mill Creek, Bridge staff projected future workload and applied their time standards to that work, arriving at what is reasonably expected as necessary to meet the needs of the department. That evaluation indicates that the police department will need an average of nine (9) hours per week of DV Coordination services over the balance of 2019. This compares to the historical average of six (6) hours of service the department has been receiving from Edmonds and supports staff's assertion that the city was being underserved by the Edmonds DV Coordinator due to workload challenges. Staff concurs with the nine (9) hours per week assessment. The data may be seen in Attachment B.

In addition to the traditional DV coordination services the City has received from Edmonds, expanded victim services and better training and coordination with our officers is an element of the contract. The Coordinator provided to the City by Bridge will be dedicated solely to the City. This level of relationship will allow all of our domestic violence response and investigation services to improve, allowing the department to provide more responsive service to the community. This contract allows the department to add this level of service without the need to recruit and hire a part-time employee to fill the need; a recruitment that we could not reasonably expect to produce valuable results.

Bridge has provided to the City a proposed timeline for implementation and that is included as Attachment C. Based on this timeline, city staff anticipates executing this contract to enable Bridge staff to be on site during the first week of May 2019. Consequently, the City of Edmonds was notified in writing (email) on February 28th, 2019 of Mill Creek's intent to terminate the ILA effective April 30, 2019. Section 7 of the ILA with Edmonds requires a 90 day notice of termination, but in consideration of Edmonds' needs, they are in agreement with the termination date as noted in an email dated March 5th, 2019.

During the May-July timeframe, Bridge staff will embed with police department staff and the organizational and operational work will commence. In conjunction with this foundational work, case work will continue at the same or higher level of service as has been provided by Edmonds. Additionally, the Edmonds DV Coordinator, supported by Edmonds Police Command Staff, has pledged to assist in the transition as necessary, even after dissolution of the Interlocal agreement.

The cost for services associated with this contract is \$22,500.00 per year. For 2019, and when prorated based on a May 1, 2019 start date, the projected expense for 2019 will be \$15,500.00. For the biennium, the total cost of the contract will be \$38,000.00.

The current biennium budget includes \$21,000 allocated to the city's ILA with Edmonds. The City may need a budget amendment to cover the increased cost. Council should further be

advised to expect a budget proposal in an amount of approximately \$43,000.00 (plus appropriate adjustments) in the 2021-2022 biennium.

The total value of this contract for services is within the authority of the City Manager to execute. This report is furnished to provide the Council with the background and details associated with the change in service providers as well as alert the Council that this contract will necessitate a budget amendment in the current biennium and an increased cost for future bienniums.

Attachment A

PROFESSIONAL SERVICES AGREEMENT
FOR DOMESTIC VIOLENCE COORDINATION SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is made and entered into in duplicate this 27th day of February, 2019 by and between the City of Mill Creek, a Washington municipal corporation, hereinafter referred to as "CITY". and Bridge Coordination Services, LLC, hereinafter referred to as "SERVICE PROVIDER." The CITY and SERVICE PROVIDER are each a Party and collectively the Parties to this Agreement.

RECITALS

WHEREAS, the CITY desires to have domestic violence coordination services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement; and

WHEREAS, the CITY desires to contract with the SERVICE PROVIDER, and SERVICE PROVIDER desires to perform the services needed by the CITY.

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

1. Scope of Services.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement, the Scope of Services attached as **Exhibit A**, and as detailed herein (collectively the Services). Services will begin May 1, 2019 and will be completed December 31, 2019. Hours of operation will be flexed to meet the needs of the City and the Services, not to exceed 315 Annual Service hours / (315 total Service Hours) for the full term of the Agreement. The Services required are designated as Domestic Violence Coordinator.

2. Term.

2.1 The Services shall begin on May 1, 2019, and shall be completed no later than December 31, 2019 unless sooner terminated according to the provisions herein.

DVC PROFESSIONAL SERVICES AGREEMENT -- Page 1 of 7
(SXM1898607.DOCX;1/05739.000009/)

2.2 The Services shall automatically renew on the terms stated herein at a service level of 468 Service Hours (9 hours per week) commencing January 1, 2020 and will be completed December 31, 2020, provided the Parties so agree in writing on or before November 1, 2019 and further provided that the Agreement has not been terminated on or before December 31, 2019.

3. Compensation and Payment.

3.1 Payments for the Services shall be made following the performance of such Services, unless otherwise permitted by law and approved in writing by the CITY.

3.2 No payment shall be made for any service rendered by the SERVICE PROVIDER except for the Services identified and set forth in this Agreement.

3.3 The CITY shall pay the SERVICE PROVIDER for Services performed under this Agreement as follows: SERVICE PROVIDER shall submit monthly invoices detailing work performed and expenses for which reimbursement is sought. CITY shall review and must approve all invoices before payment is issued. No payment is owed for Services which the CITY disputes. Payment shall occur in the ordinary manner used by CITY to process payments, and CITY will endeavor to complete payment within thirty (30) days of receipt and approval of an invoice. The SERVICE PROVIDER shall be paid an hourly rate of \$48.07 per hour for Services provided as described in this Agreement subject to approval of the City Manager. The total compensation for the SERVICE PROVIDER for 2019 shall not exceed \$15,150.00 from May 1, 2019 to December 31, 2019.

3.4 In the event Services continue to be performed into 2020 pursuant to Section 2.2 above, the total compensation for the SERVICE PROVIDER for 2020 shall not exceed \$22,500.00 from January 1, 2020 to December 31, 2020.

4. Reports And Inspections.

4.1 The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

4.2 The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities which relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

DVC PROFESSIONAL SERVICES AGREEMENT -- Page 2 of 7
{SXM1898607.DOCX;1/05739.000009/ }

5.1 The Parties intend that an independent SERVICE PROVIDER/CITY contractor relationship will be created by this Agreement. Because the CITY is interested primarily in the results to be achieved, subject to paragraphs herein the implementation of the Services will lie solely with the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors and representatives during the performance of this Agreement.

5.2 In the performance of the Services, the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. Service Provider Employees/Agents

The CITY may at its sole discretion require the SERVICE PROVIDER to remove any employee, agent, subcontractor, representative or servant from employment on this Project. The SERVICE PROVIDER may however employ that (those) individual(s) on other non-CITY related projects.

7. Hold Harmless/Indemnification.

7.1 SERVICE PROVIDER shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the SERVICE PROVIDER in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

7.2 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. Treatment of Assets.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of all work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

9. Compliance with Laws.

9.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply

with all applicable federal, state and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of the Services.

9.2 The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

10. Nondiscrimination.

10.1 The CITY is an equal opportunity employer.

10.2 Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved in accordance with applicable law. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment, without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

10.3 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any Services performed pursuant to, or benefits provided for, in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

10.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in this Section 10.

11. Assignment/Subcontracting.

11.1 The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

11.2 Any work or Services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

11.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance written approval by the CITY.

12. Changes.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either Party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

13. Maintenance and Inspection of Records.

13.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

13.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

14. Other Provisions.

If changes in state law necessitate that Services hereunder be expanded, the Parties shall negotiate an appropriate amendment. If after thirty (30) days of negotiation, agreement cannot be reached, this Agreement may be terminated by the City no sooner than thirty (30) days thereafter.

15. Termination.

15.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by at least forty-five (45) days written notice to the SERVICE PROVIDER.

15.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the

manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within thirty (30) days written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default and shall be effective upon receipt. The SERVICE PROVIDER will only be paid for Services performed in accordance with the terms and manner of performance set forth in this Agreement.

16. Notice.

Notice required or provided for in this Agreement shall be made or sent by certified mail, personal delivery, or overnight delivery service to the addresses designated for the Parties on the last page of this Agreement, and shall be effective upon delivery or receipt.

17. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. Jurisdiction and Venue.

18.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each Party that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

18.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in the superior court for Snohomish County, Washington.

19. Severability.

19.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19.2 If it should appear to the Parties that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

20. Entire Agreement.

DVC PROFESSIONAL SERVICES AGREEMENT -- Page 6 of 7
{SXM1898607.DOCX;1/05739.000009/ }

Attachment B

Bridge Coordination Services, LLC

P.O. BOX 2632

Stanwood, WA 98292

Cell (253) 226-0266

BridgeCoordinationServices@gmail.com



Calculation sheet and hourly recommendation:

MILL CREEK, WA - 2018

TYPE OF CASE	ANNUAL CASES	MULTIPLIER	TOTAL ANNUAL HOURS
DOMESTIC VIOLENCE CASE	86	4	344
VERBAL DOMESTIC CASE	80	1	80

TYPE OF CASE	ANNUAL HOURS	DIVIDED BY WEEKS OF SERVICE	TOTAL WEEKLY HOURS
DOMESTIC VIOLENCE CASE	344	52	6.61
VERBAL DOMESTIC CASE	80	52	1.53

*** If the case average is not a whole number, the hours are rounded up to the next whole number.****

Based on the numbers provided from 2018, the total weekly hours needed for a victim coordinator would equate to 8.14 hours per week. As discussed, the 2018 verbal case load numbers may not accurately reflect the actual call volume (due in part to Officer re-coding).

The Mill Creek Police Department would greatly benefit from a Victim Coordinator position at 9 hours per week, taking into consideration the variables in reporting.

It is imperative to evaluate the hours as well as the volume of DV cases the Victim Coordinator will have worked on in 2019 at the close of the 3rd quarter to determine what additional hours are needed, if any, and re-adjust the hours to reflect actual work load for the Victim Coordinator in 2020.

As a comparison:
LYNNWOOD, WA - 2016

TYPE OF CASE	ANNUAL CASES	MULTIPLIER	TOTAL ANNUAL HOURS
DOMESTIC VIOLENCE CASE	439	4	1756
VERBAL DOMESTIC CASE	297	1	297

TYPE OF CASE	ANNUAL HOURS	DIVIDED BY WEEKS OF SERVICE	TOTAL WEEKLY HOURS
DOMESTIC VIOLENCE CASE	1756	52	33.76/34
VERBAL DOMESTIC CASE	297	52	5.71/6

*** Data pulled from the Lynnwood Police Department 2016 Annual report/ 1 Victim Services Coordinator Full Time*****

EDMONDS, WA

TYPE OF CASE	ANNUAL CASES	MULTIPLIER	TOTAL ANNUAL HOURS
DOMESTIC VIOLENCE CASE	149	4	596
VERBAL DOMESTIC CASE	UNLISTED IN ANNUAL REPORT		

TYPE OF CASE	ANNUAL HOURS	DIVIDED BY WEEKS OF SERVICE	TOTAL WEEKLY HOURS
DOMESTIC VIOLENCE CASE	596	52	11.46/12
VERBAL DOMESTIC CASE			

*** Data pulled from the Edmonds Police Department 2016 Annual report/ 1 Victim Services Coordinator @12 hours per week Part Time*****

The following services are included in the fee schedule submitted by Bridge Coordination Services, LLC. for the 2019-2020 budget:

The Base pay hours incorporate administrative, training, support services as well as direct services. Total estimated Annual cost of contract Victim Coordinator Services for the budget years 2019 and 2020:

Annually \$22, 500.00

***** 2019 annual cost will be calculated as of beginning Date of Service and will be charged at an Hourly Rate of \$48.07*****

**2019 Pro-rated annual amount with start date of May, 1 2019 -December 31, 2019
35 weeks of service at \$15, 150.00.**

The following is provided by BCS in 2019 estimate:

- 9 hours per week of Victim Coordinator Services. (424 annual direct service hours)
- Report review with prosecutor's office
- Supervisor Training
- 2 Annual community presentations Citizen's Academy
 - (Domestic Violence/ Teen Dating Violence)
 - (10 hours for training time and preparation of Department specific material)
 - ** (outside of the hourly services)
- Annual Law Enforcement briefing training and updates on Victim Services upon request of the Chief of Police
 - (10 hours for training time and approximately 15 hours of preparation time for Department specific material)
 - *** Follow up Chief & Deputy Chief review.
 - ** (outside of the hourly services)
- Mileage for Domestic Violence Coordinator appearances to South District Court& Call Out Services to the Police Department.
- A Call Out/ Overage bank not to exceed 4 hours per month beginning Date of Service (Use for Call Out services, as not to reduce direct service hours)
*** Call Out or Overage hours to exceed annual hours will be billed at the hourly rate of \$48.07***
 - ***See Scope of Responsibility for included duties

Attachment C

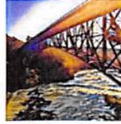
Bridge Coordination Services

P.O. BOX 2632

Stanwood, WA 98292

Cell (253) 226-0266

BridgeCoordinationServices@gmail.com



Victim Coordinator Scope of Responsibilities

Work is performed in a support position for and within the Police Department in a civilian/contract position.

Responsibilities include the essential functions as listed below:

The Victim Coordinator/Domestic Violence Coordinator is responsible for the coordination of violence related cases between the victim, the Police Department, the Prosecuting Attorney's Office and courts of jurisdiction. Additional duties may include community education on domestic violence issues and training of department personnel relative to domestic violence or any other crime victim issues or concerns.

JOB LOCATION AND EQUIPMENT UTILIZED:

Work is primarily performed in an office environment, however, during the course of case preparation it may be necessary to meet with victims and in locations other than the police department upon the request of a Patrol Supervisor, Detective Supervisor or their designee. These locations include court, prosecutor's office, hospitals or other jurisdictional agencies.

Equipment utilized includes standard office equipment, cell phone, camera, personal computer with associated software and peripherals related to Law Enforcement record management.

ESSENTIAL FUNCTIONS:

VICTIM SERVICES

- Educate victims of crime of the role of a Victim Coordinator, including mandatory reporting requirements.
- Support, educate and assist victims of domestic violence through the criminal proceedings in municipal and superior courts; provide contact information about superior court and municipal court prosecution services.

- Assess domestic violence victim's immediate needs (i.e. safe housing, income, etc.); help victim develop an immediate safety plan; provide information and referral to community resources, specifically domestic violence services.
- Respond to telephone and walk-in requests for service; refer domestic violence victims to social service or community agencies as appropriate.
- Provide domestic violence victims with information regarding filing for and obtaining civil protection orders.
- Provide information to victims regarding criminal justice procedures; appear with domestic violence victims at arraignments and other criminal court hearings as deemed necessary, and upon request of the victim.
- Educate crime victims regarding the benefits of pursuing prosecution through the judicial process.

LAW ENFORCEMENT/ PROSECUTION

- Provide information to law enforcement officers about victim accounts of additional undisclosed criminal action.
- Assist officers and detectives in obtaining additional evidence following the arrest of a suspect in cases of domestic violence including researching prior history of abuse, assist in coordinating the receipt of medical records and document findings in accordance with departmental policy. (Upon the request of the law enforcement agency)
- Develop reference materials for use by police officers, front office staff, the prosecuting attorney and crime victims.
- Prepare statistical reports.
- Maintain records; prepare requested reports and other documents as requested.
- Assist in training department personnel about victim services and specifically domestic violence.
- Provide annual community training/ Citizens academy presentation in reference to Domestic Violence and Victim Coordination services.
- Provide the prosecuting attorney with status of victim contact and the concerns of the victims regarding bail setting, release conditions and no-contact orders
- Communicate with domestic violence victims seeking the termination of criminal no-contact orders;
- Provide information to the prosecuting attorney on victim's recommendations and request for defendant services and sentencing.
- Serve as liaison and support personnel for victims and prosecuting attorneys when a voluntary victim interview is requested.

Attachment D

Preparation: First Quarter 2019

- Provide City with requested documentation
- Provide employee background information to Police Department with signed and Notarized Authorization for Release of Information (upon acceptance of contract)
- BCS employees fingerprinted for MCPD
- Meet with Chief and establish work schedule based on Department needs.
- Establish Modified work Schedule for First Working Quarter. (Due to Required City and PD trainings and access)
- Workspace evaluation

First Working Quarter 2019

- Schedule Supervisors/ BCS /Prosecutor meeting for 1st week of May.
- Records Unit /Supervisors/ BCS /Prosecutor meeting
- Squad Briefing's and introduction to Department Staff.
- Establish Point of Contact/Chain of Command for Department Victim Coordinator
- Work place and Department access, identification cards, Set-up city email (if applicable), schedule the online Security Awareness Training and Security Awareness Test on CJIS online or schedule ACCESS 1 TRAINING, etc. (According to PD department policy), Schedule access to LERMS through SNO911
- Establish Department Procedure for report dissemination to Domestic Violence Coordinator
- Schedule community presentation
- City/ Police Department Policy overview
- Schedule Victim Coordinator Ride Alongs (with Detective or Patrol based on call volume)
- Schedule IT/ PD meeting to update DV information on City Web-site
- Review /Update Department Domestic Violence publications for the public.
- Designate Statistical Data reporting schedule
- Progress meeting with Chief (or designee)
- Case work

Second Working Quarter 2019

- Preparation/ Completion of First Working Quarter Statistical Data Report
- Prepare Annual Report section addressing Domestic Violence Coordinator position and Data Collection
- Provide Police Service Manager with options for up-coming briefing trainings
- NNO preparation
- Case Work

Third Working Quarter 2019

- Preparation/ Completion of Second Working Quarter Statistical Data Report
- Prepare Citizens Academy/ Council presentation on Domestic Violence by BCS Victim Coordinator with up to date Statistical Data.
- Prepare and present to Chief, DVC related information for city council in preparation of Domestic Violence Awareness month (October)
- Develop and distribute Domestic Violence Awareness month publications and local non-profit support program. (such as donation drive, purple night lights program, or youth supporting youth program)
- Case Work

First Quarter 2020

- Schedule Supervisors/ BCS /Prosecutor meeting for review of 2019.
- Records Unit /Supervisors/ BCS /Prosecutor meeting
- Squad briefing with annual stats
- Schedule community presentation
- Preparation/ Completion of 2019 Statistical Data Report
- Complete Annual Report Section with annual statistical data and provide final draft to Chief.
- Progress meeting with Chief (or designee)
- Case work

Second Quarter 2020

- Preparation/ Completion of First Quarter Statistical Data Report
- Prepare Annual Report section addressing Domestic Violence Coordinator position and Data Collection.
- Provide Police Service Manager with options for up-coming briefing trainings
- NNO preparation
- Case Work

Third Quarter 2020

- Preparation/ Completion of Second Quarter Statistical Data Report
- Prepare and present to Chief, DVC related information for city council in preparation of Domestic Violence Awareness month (October)
- Develop and distribute Domestic Violence Awareness month publications and local non-profit support program. (such as donation drive, purple night lights program, or youth supporting youth program)
- Case Work

Fourth Quarter 2020

- Prepare presentation on Domestic Violence by BCS Victim Coordinator with up to date Statistical Data.
- Preparation/ Completion of Second Quarter Statistical Data Report
- Case Work



Attachment E

Agenda Item # _____

Meeting Date: November 13, 2018

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: SUCCESSOR INTERLOCAL AGREEMENT WITH THE CITY OF EDMONDS FOR THE PURPOSE OF RECEIVING DOMESTIC VIOLENCE COORDINATOR SERVICES

PROPOSED MOTION:

Authorize the City Manager to execute the successor Interlocal Agreement between the City of Mill Creek and the City of Edmonds for Domestic Violence Coordinator (DVC) services.

KEY FACTS AND INFORMATION SUMMARY:

The City of Mill Creek and the City of Edmonds have been signors to this Interlocal Agreement (ILA) since 2007. During that time, there have been several successor Agreements between the two cities, with the current version set to expire at the end of 2018. RCW 39.34, the *Interlocal Cooperation Act*, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage. This proposed agreement commences January 1, 2019 and runs through December 31, 2021.

It is anticipated that during the term of this agreement, the City of Edmonds will terminate this contract in accordance with the provisions set forth in Section 7, "Termination". Edmonds staff have notified Mill Creek staff that the DVC workload requirements in Edmonds have increased, reducing the ability to provide appropriate services to Mill Creek. Similarly, the programs in Mill Creek are generating additional workload to better serve the community and the current DVC is not able to meet the expectations related to this program growth. The DVC and Edmonds staff have committed to assisting with the transition and termination will only occur once Mill Creek has a suitable arrangement in place. Edmonds *has not* provided Mill Creek with written notification of their intent to terminate and will not do so until a mutually acceptable plan is in place.

Coordination of domestic violence cases is a vital service necessary to ensure appropriate level of support for victims of these crimes as well as appropriate coordination for criminal cases. The DVC is specifically responsible for the coordination of domestic violence related cases between victims, the police department, the prosecuting attorney's office and the Courts of jurisdiction. The program provides victims of domestic violence with education, assists with safety planning and refers them to community agencies as needed for safe housing or other immediate needs. This program also makes recommendations to the City Prosecutor regarding case outcomes and provides input to the District Court Judges regarding issuing/terminating No Contact Orders on criminal cases as well as providing support to victims at court hearings and assisting victims in understanding the civil and criminal legal system. The DVC is also a resource for information and assistance related to obtaining civil protection orders. A complete City of Edmonds job description is included in the ILA and has been adopted by Mill Creek in conjunction with the agreement.

Maintaining this service is a vital element of the police department's victim services. Approval of this ILA will allow the City to provide seamless services while we prepare to contract with a new provider.

CITY MANAGER RECOMMENDATION:

Execute the proposed Agreement with the City of Edmonds for Domestic Violence Coordinator services.

ATTACHMENTS:

- Interlocal agreement between the City of Mill Creek and the City of Edmonds

Respectfully Submitted:

Robert S. Stowe
Interim City Manager

Attachment F

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDMONDS, WASHINGTON
AND THE CITY OF MILL CREEK, WASHINGTON
FOR A DOMESTIC VIOLENCE COORDINATOR**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 20____, by and between the CITY OF EDMONDS, a Washington municipal corporation (hereinafter referred to as “Edmonds”) and the CITY OF MILL CREEK, Washington municipal corporation (hereinafter referred to as “Mill Creek”), each party having been duly organized and existing under the laws of the State of Washington.

RECITALS

WHEREAS, Edmonds and Mill Creek each require the services of a Domestic Violence Coordinator to assist the Prosecutor and victims of domestic violence in each City; and

WHEREAS, Edmonds is authorized by law to hire and retain an employee to provide domestic violence coordination services to assist victims and the City Prosecutor in domestic violence cases for the Municipal Court; and

WHEREAS, Edmonds continues to require Domestic Violence Coordinator services for the benefit of Edmonds; and

WHEREAS, Edmonds is amenable to allowing Mill Creek to compensate Edmonds in exchange for receiving services that will be performed by the Edmonds Domestic Violence Coordinator under the employment, direction, and supervision of Edmonds; and

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, Edmonds and Mill Creek have considered the costs for such services and skills required, and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law to share such services in cooperation with each other; and

WHEREAS, this interlocal Agreement was authorized by the Edmonds City Council on this ____ day of _____, 20____ and the Mill Creek City Council on this ____ day of _____, 20____;

NOW THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Purpose:** The purpose of this Agreement is to clarify the conditions under which Edmonds will provide the following services to Mill Creek (and as itemized further in Attachment A):

- a. The Domestic Violence Coordinator (hereinafter referred to as “DVC”) is employed by Edmonds at all times, and is under the direction, supervision, and control of Edmonds.
- b. In return for compensation, Edmonds shall direct the DVC to provide Mill Creek with services for approximately six (6) hours per week at mutually agreed upon times and days. Both parties accept minor variation to the six (6) hours per week schedule, as it is considered impractical to insure precise distribution of the DVC's weekly work hours due to the variation of workload requirements on any particular day, and distribution of holidays, sick leave and vacation days.
- c. As the employer, Edmonds shall provide an office and all supplies necessary for the DVC's work. At the convenience of Mill Creek, Mill Creek may also provide an alternative workspace in Mill Creek.
- d. The DVC will work under Edmonds' rules and directions. In the event that there is a conflict between Edmonds' personnel activities and rules, and Mill Creek's, then Edmonds' will prevail.

2. **Duration:** The term of the Agreement shall be from January 1, 2019 through December 31, 2021. The Agreement may be renewed for successive periods of three years, upon approval by each respective City Council at the time of renewal.

3. **Contacts:** Notice regarding the Agreement terms, conditions, rates, or other communications shall be addressed to:

City of Edmonds
Assistant Chief of Police
250 5th Avenue North
Edmonds, WA 98020

City of Mill Creek
Chief of Police
15728 Main Street
Mill Creek, WA 98012

4. **Compensation from Mill Creek**

- a. Mill Creek shall pay Edmonds a percentage of Edmonds' salary and benefits costs for the DVC that is equal to the percentage of time the DVC is assigned to provide services to Mill Creek. The amount will be billed in monthly installments. For 2019, Mill Creek shall pay Edmonds an amount not to exceed \$14,120.68, in monthly installments of \$1,176.72 as billed to Mill Creek by Edmonds, as its share of the DVC yearly salary and benefits. Should the DVC position be vacant for a portion of the month, Edmonds shall pro-rate the invoice accordingly. The annual not to exceed amount will be adjusted annually by an amount equal to the percentage of Edmonds' hourly salary and benefits costs increases for the DVC as negotiated within its

collective bargaining agreement with the Edmonds Police Officers Association, Staff Support Group. Mill Creek understands that the DVC position is represented by this union, and that the salary for the position is governed by the current Collective Bargaining Agreement (CBA) between the EPOA and Edmonds and may increase as a result of negotiated Cost-of-Living Adjustments (COLA), step increases, longevity pay, and pro-rated increases associated with the 1% accreditation premium. Mill Creek will be invoiced for its pro-rata share of all pay and benefits (Social Security, L&I, and PERS 2) that may be due based on the current rate of pay and any increases negotiated for the DVC.

- b. Edmonds will send the monthly invoice to the Mill Creek Chief of Police.
 - c. Should Mill Creek require services under the Agreement that require overtime pay under Edmonds' rules, Edmonds shall pay the overtime pay to the DVC and invoice Mill Creek for reimbursement as soon as such costs are known to Edmonds.
 - d. In future budget cycles, Edmonds shall notify Mill Creek of any anticipated DVC yearly salary and benefits rate increases, as described in Section 4(a), by October 15th of the year preceding the effective date of any change. By budgeting sufficient funds to pay the increased yearly salary rate, Mill Creek will be deemed to have approved the change and the rate charged to Mill Creek under this Agreement, which shall thereby be deemed amended.
- 5. **Record Keeping:** Edmonds agrees to maintain records relative to the DVC employment, and to make such records available to Mill Creek upon request.
 - 6. **Indemnification and Insurance:** Edmonds shall indemnify Mill Creek, its officers, agents and employees, from and against any claim, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising from Edmonds' performance under this Agreement; provided, to the extent the claim, damages, losses, and expenses are caused by intentional acts of or by the concurrent negligence of Mill Creek, its officers, agents or employees, Edmonds' indemnification obligation hereunder shall be limited to Edmonds' proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.
 - 7. **Termination:** This Agreement may be terminated before expiration by written notice from either party. Termination by such notice shall become effective 90 days after receipt of notice.
 - 8. **Governing Law:** The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement.
 - 9. **Entire Agreement:** This Agreement represents the entire integrated Interlocal Agreement between Edmonds and Mill Creek and supersedes all prior negotiations, representations, or agreements on this matter, either written or oral.

- 10. **Interlocal Cooperation Act:** The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein. No partnership or joint venture between the parties is created by this Agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on _____, 20 ____.

CITY OF EDMONDS

CITY OF MILL CREEK

David O. Earling, Mayor

Robert S Stowe, Interim City Manager

ATTEST/AUTHENTICATED:

ATTEST/AUTHENTICATED:

Scott Passey, City Clerk

Gina Pfister, Acting City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

Office of the City Attorney

Scott Missall, City Attorney

Attachment A

**City of
EDMONDS
Washington**

DOMESTIC VIOLENCE COORDINATOR – Part Time

Department:	Police	FLSA Status:	Non Exempt
Bargaining Unit:	Law Support	Reports To:	Sergeant
Revised Date:	January 2012		

POSITION PURPOSE: Under the supervision of a sergeant, responsible for the coordination of domestic violence related cases between victims, police department, prosecuting attorney’s office and the Courts of jurisdiction; provides victims of domestic violence with education; assists with safety planning and refers them to community agencies as needed for safe housing or other immediate needs; makes recommendations to the City Prosecutor regarding case outcomes and provides input to the Municipal Court Judge regarding issuing/terminating No Contact Orders on criminal cases; provides support to victims at court hearings and assists victims in understanding the civil and criminal legal system; provides information and assistance related to obtaining civil protection orders.

ESSENTIAL JOB FUNCTIONS AND RESPONSIBILITIES:

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

- Supports, educates and assists victims of domestic violence through the criminal proceedings in municipal and superior courts; provides information regarding criminal justice procedures and appears with domestic violence victims at arraignments, pre-trial hearings, trials and other court hearings as deemed necessary.
- Provides information to domestic violence victims regarding the benefits of prosecuting domestic violence cases.
- Receives and reviews all police reports concerning domestic violence regardless if a crime has occurred.
- Assists officers and detectives in obtaining evidence of domestic violence; takes photographs of victims’ injuries, researches prior history of abuse and obtains medical records and document findings in accordance with departmental policy.
- Contacts victims of domestic violence by phone to provide information or to set up appointments to meet in person.

- Assesses victim's immediate needs (i.e. safe housing, income, etc.), helps victim develop a safety plan; provides information regarding filing for and obtaining civil protection orders.
- Mails domestic violence related materials and community resource information to domestic violence victims and meets with victims of domestic violence to provide case information, domestic violence education, safety planning and referrals to community resources.
- Appears at court hearings related to domestic violence cases; provides input to the Prosecutor and the Judge regarding No Contact Orders and attends arraignments and pretrial hearings.
- Updates domestic violence victims on the status of criminal cases after court hearings where victims are not present.
- Reviews domestic violence cases with City Prosecutor to discuss best outcomes for each case and makes charging and sentencing recommendations.
- Develops reference materials for use by court staff, prosecuting attorney and domestic violence victims.
- Responds to telephone and walk-in requests for service and refers victims to social service or community agencies as appropriate.
- Prepares statistical reports as directed and attends department staff meeting when requested.
- Keeps updated file information pertaining to all criminal cases via computer; communicates via email with the Prosecutor and Probation Department regarding criminal cases and corresponds with outside agencies and other professionals to discuss domestic violence related issues.
- Prepares required reports and other documents as required and assist in developing operational policies and procedures. Assists in training department personnel relative to domestic violence.
- Maintains physical abilities as noted under Working Conditions (below).
- Performs other duties as assigned.

Required Knowledge of:

- Principles and dynamics of domestic violence.
- Federal, state and local laws relating to domestic violence, protection orders and No Contact Orders.
- City and department policies.
- Criminal justice system and procedures in municipal court and state court.
- Victimology and crisis intervention techniques.
- Locating and finding resources for victims' assistance.
- Report preparation and record keeping.
- Effective communication principles and practices to include public relations.
- Current office procedures, methods, and equipment including computers and computer applications such as word processing and spreadsheets.
- English usage, spelling, grammar and punctuation.
- Principles of business letter writing.

Required Skill in:

- Ability to manage multiple tasks, assignments and follow-up investigations.
- Responding effectively in crisis situations with a judgment free attitude.
- Working with individuals and agencies with a variety of backgrounds and purposes.
- Familiarity with community resources and ability to make appropriate referrals.
- Working directly with adult and child victims of domestic violence.
- Testifying accurately and effectively in court.
- Interviewing victims, witnesses, and suspects.
- Interpreting and administering policies and procedures sufficient to administer, discuss, resolve, and explain them.
- Maintaining confidentiality and communicating with tact and diplomacy.
- Effective oral and written communication principles and practices to include public relations and customer service.
- Current office procedures, methods and equipment including computers and computer applications affecting work.
- English usage, spelling, grammar and punctuation.

MINIMUM QUALIFICATIONS:

Education and Experience:

Preferred education and experience are an Associate's Degree in Social or Behavioral Science, Criminal Justice, Psychology, or related field and prior experience in the legal system working in a non-profit victim oriented program or within the criminal justice system performing domestic violence/victims advocacy, assisting victims, or performing crisis/counseling intervention; OR an equivalent combination of education, training and experience.

Licenses or Certifications:

Valid Washington State Driver License.

Must be able to successfully complete and pass background check.

May be required to successfully complete and pass other examinations as required by law or by city and department policies and/or Civil Service Commission Rules and Regulations.

WORKING CONDITIONS:

Environment:

- Standard office environment.
- Driving a vehicle to conduct work.

Physical Abilities:

- Hearing, speaking, or otherwise communicating to exchange information with others in person or on the telephone.

- Sitting, standing or otherwise remaining stationary for extended periods of time.
- Operating a computer keyboard and camera.
- Ascending/descending stairs and walking.
- Lifting/carrying, pushing or pulling heavy items up to 50 pounds.
- Bending at the waist, kneeling or crouching or otherwise positioning oneself to accomplish tasks.
- Operating a computer keyboard.

Hazards:

- The nature of the position can involve situations which may present a danger to personal safety.
- Exposure to infectious disease.

Incumbent Signature: _____ **Date:** _____

Department Head: _____