

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, MARCH 14, 2017
7:00 P.M.**

**COUNCIL CHAMBERS, FIRCREST CITY HALL
115 RAMSDELL STREET, FIRCREST, WA 98466**

1. **CALL TO ORDER BY PRESIDING OFFICER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PRESIDING OFFICER'S REPORT**
5. **CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA**
(Please sign the **Public Attendance Roster/Public Hearing Sign-Up Sheet** if you wish to speak during the meeting.)
6. **COMMITTEE, COMMISSION & LIAISON REPORTS**
 - A. Parks & Recreation
 - B. Environment, Planning, Building
 - C. Finance, IT
 - D. Administration
7. **CONSENT CALENDAR**
 - A. Approval of Vouchers/Payroll Checks
 - B. Approval of Minutes: [February 21, 2017 Special City Council meeting](#)
[February 28, 2017 Regular City Council meeting](#)
8. **PUBLIC HEARING 7:15 P.M.**
9. **UNFINISHED BUSINESS**
10. **NEW BUSINESS**
 - A. [Resolution authorizing the City Manager to execute an agreement with Pierce County for the provision of jail services](#) – Police Chief Cheesman/Court Administrator Perry
11. **CITY MANAGER COMMENTS**
12. **DEPARTMENT HEAD COMMENTS**
13. **COUNCILMEMBER COMMENTS**
14. **EXECUTIVE SESSION**
15. **ADJOURNMENT**

COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON AGENDA

CITY OF FIRCREST
SPECIAL CITY COUNCIL MEETING MINUTES
FEBRUARY 21, 2017
6:00 P.M.

COUNCIL CHAMBERS
FIRCREST CITY HALL, 115 RAMSDELL STREET

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

City Manager Rosenblatt called the special meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers Blake Surina, Brett Wittner, Denny Waltier and Jason Medley were present. Mayor Matthew Jolibois was absent. Councilmember Hunter T. George was excused. Jolibois arrived at 6:01 P.M.

Presentation, discussion and direction on a community garden in Fircrest

Harry Hayward, Urban Farmer; Dan Enbysk, President of the University Place Community Garden; Micaela Cooley, Harvest Pierce County Program Coordinator; and Christine Gregorich master gardener and coordinator of the Community Garden in Fircrest discussed ways a Community Garden can benefit the Fircrest community. Hayward provided a Power Point presentation illustrating three locations in the City of Fircrest that were ideal for locating a Community Garden within Fircrest (area along Spring Street in Fircrest Park, Whittier Park in the area close to the tennis courts, Well 6/7 site on Claremont) and discussed basic criteria before building a garden.

Discussion continued on water costs, maintenance of the garden during the winter, insurance coverage of community gardens and the Recreational Land Use Statute, how complaints are handled, vandalism, rules and bylaws, the design process and building of the gardens, who would pay for the necessary eight-foot fencing; start-up costs, a financial plan for community gardens to include deconstruction costs, and consideration of a garden at Tacoma's China Lake.

The following individuals provided comment: Lynn Morasch, 710 Spring Street; Maureen Duckworth; Barbara O'Connell; Rachel Sheriff; Katie Dorsey, 546 Forrest Park Drive; Shelly Handford, 542 Forrest Park Drive; Frank Albers, 1054 Sunrise Lane.

Following comments, Jolibois stated the Well 6/7 site on Claremont was not on the list for consideration. Following Council consensus of three ayes and three noes, Jolibois stated the vote is neutral. Discussion ensued regarding contacting Donna Basil to inquire if the Tacoma School District is amenable for a garden to locate at Wainwright and submittal of a financial plan by the Community Garden group.

Discussion, review and direction on unfreezing the budget allocation for the staff grant writer position

Rosenblatt reported, as indicated in the memo provided to Council, last November Council allocated money in the budget for a part-time staff grant writer and then froze it pending an opportunity for staff to present a plan on the subject. Rosenblatt outlined reasons why hiring a part-time staff grant writer would be the best plan and provide value to the organization and requested that the money is unfrozen.

There was Council consensus to continue the meeting beyond 8:00 P.M.

Public Works Director Wakefield emphasized the benefits of having a grant writer on staff, i.e., noting the position could assist department heads by providing staff support, gather information, do the homework, write the grant application, and pull the grant package together before submittal of a grant applications.

Discussion continued about hiring a part-time staff grant writer.

There was consensus to unfreeze the money budgeted for a part-time staff grant writer and to advertise and solicit applicants for the position before the hiring decision is made by the City Manager.

ADJOURNMENT

Moved by Reynolds, seconded by Medley, to adjourn the meeting at 8:55 P.M. Upon vote, motion carried unanimously.

Matthew Jolibois, Mayor

Lisa Keely, City Clerk

**CITY OF FIRCREST
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 28, 2017
7:00 P.M.**

**COUNCIL CHAMBERS
FIRCREST CITY HALL, 115 RAMSDELL STREET**

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Matthew Jolibois called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers Blake Surina, Shannon Reynolds, Brett Wittner, Hunter T. George, Denny Waltier and Jason Medley were present.

PRESIDING OFFICER'S REPORT

Liquor License renewal – Liquid Provisions, LLC (Pint Defiance)

Moved by Medley, seconded by Waltier, to register no objections to the renewal of the liquor license for Liquor Provisions LLC (Pint Defiance).

VOTE

Upon vote, motion carried unanimously.

Proclamation – World Rare Disease Day

Reynolds read the World Rare Disease Day Proclamation.

Moved by Medley, seconded by Reynolds, to authorize the Mayor's signature on a proclamation proclaiming February 28, 2017 as World Rare Disease Day.

VOTE

Upon vote, motion carried unanimously.

Safe Streets Award

Priscilla Lisich, Executive Director at Safe Streets, presented the Community Engagement Award to Council and Police Chief Cheesman for their outstanding work and commitment to positive resident involvement.

CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA

Laura Ibarra, 8222 24th St Ct W, University Place, spoke on behalf of the Fircrest Soccer Club and their interest in partnering with the City of Fircrest to add lights to Fircrest Park and improve the fields at Whittier. Jolibois responded that he met with the golf course superintendent at the Fircrest Golf Club who voiced a willingness to work with city staff sprucing up the fields in the parks. He

further reported that he had reached out to Representatives Kilduff and Muri in an effort to obtain funding to assist with draining Whittier field.

COMMITTEE, COMMISSION AND LIAISON REPORTS

Water, Sewer, Storm

Waltier reported on meeting with Public Works Director Wakefield wherein they discussed progress to the Alameda Lift Station and the abundant capabilities of the recently purchased street sweeper.

Street, Facilities & Equipment

Jolibois commented on the recently removed vegetation from the main island that contributed to increased visibility. He reported on touring the grounds around City Hall with Senior Maintenance Supervisor Mims to discuss cleaning up the rough edges in the surrounding gardens.

Pierce County Regional Council

Reynolds reported on attending the Pierce County Regional Council General Assembly and noted that Fircrest received the 2016 Healthy Communities Gold Award in recognition of solid comprehensive plan policies to influence the social, economic and environmental root causes of health. She encouraged Council and staff to strive to receive the Platinum Award next year. Reynolds concluded by highlighting items that were discussed at the General Assembly.

CONSENT CALENDAR

Jolibois requested the City Clerk read the consent calendar as follows: approval of Voucher No. 208978 through Voucher No. 209037 in the amount of \$223,382.44; approval of Payroll Check No. 12553 through Payroll Check No. 12560 in the amount of \$95,799.27; and approval of the February 14, 2017 Regular City Council meeting.

MOTION

Moved by George, seconded by Medley, to approve the consent calendar as read. Upon vote, motion carried unanimously.

CITY MANAGER COMMENTS

Rosenblatt reported that to date 287 surveys regarding the Community Center and Pool had been received.

DEPARTMENT HEAD COMMENTS

Cheesman reported on receiving positive comments about the vegetation that was recently removed in the big island to increase visibility. He stated he and a group of First Responders are

participating in the Hoops 4 Heroes and will be competing against soldiers to raise money for the program.

Parks and Recreation Director Grover stated the Daddy Daughter Dance was successful with over 270 people in attendance.

COUNCIL COMMENTS

Surina commented about an article he read in Forbes Magazine concerning Longview.

Reynolds inquired if it might be possible to create a horticultural internship to assist with vegetative and gardening needs in the City.

Corcoran, in response to Waltier, stated that the City's new website is in the 'pre-final' design stage and will soon be ready for the addition of content. Corcoran stated a meeting is scheduled for Thursday of this week.

ADJOURNMENT

Moved by Reynolds, seconded by Wittner, to adjourn the meeting at 7:35 P.M. Upon vote, motion carried unanimously.

Matthew Jolibois, Mayor

Lisa Keely, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: March 14, 2017

Resolution Authorizing the City Manager to execute an Agreement with Pierce County for the Provision of Jail Services

FROM: Police Chief Cheesman, Court Administrator Perry

Reviewed by: _____City Manager _____Finance Director _____City Attorney

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to execute an Agreement with Pierce County for the Provision of Jail Services.

PROPOSAL: Council is being asked to adopt a resolution authorizing the City Manager to execute the attached Agreement with Pierce County for the Provision of Jail Services. This agreement will be in effect for three years and shall be extended for a one year period on each anniversary date unless the parties have provided notice to abandon the agreement. Each party agrees they must provide at least 90 days' notice to terminate the agreement.

FISCAL IMPACT: Jail services are already budgeted under Criminal Justice. Under the new agreement, we will be paying a booking rate of \$52.60, a daily rate of \$77.00, a Special Identification Process of \$176, and a Mental Health rate of \$213.20. We currently pay a booking fee of \$225, a daily rate of \$92, a Special Identification Process of \$168 and a Mental Health Fee, which is the same. By entering into this agreement we will be saving a substantial amount of money. Currently, any emergency medical expenses are the financial responsibility of the jail; under the new contract, this responsibility will fall on the City. The County has agreed that except in extreme emergencies, they will notify the City in advance prior to the incurring costs as a result of extraordinary medical, mental health, or dental care.

ADVANTAGE: This agreement states that the County will notify us if the defendant is going to incur cost as a result of extraordinary medical, mental health, or dental care. This will allow us the opportunity to release the defendant on our charges prior to incurring additional expenses.

DISADVANTAGES: In a rare instance where there was an extreme emergency where one of our inmates needed to be transported to the hospital prior to notifying us we could be responsible for the bill.

HISTORY: Historically we have paid higher rates that included all medical expenses that might occur. After several meetings and voiced concerns about booking charges and housing costs the County has agreed to the new contract that will save our City money in our jail budget.

Attachment(s): Resolution
Agreement for the Provision of Jail Services with Pierce County

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FIRCREST, WASHINGTON AUTHORIZING THE
CITY MANAGER TO EXECUTE AN AGREEMENT FOR
THE PROVISION OF JAIL SERVICES WITH PIERCE
COUNTY**

WHEREAS, The County operates and maintains the Pierce County Jail located at 910 Tacoma Avenue South and near the City of Fircrest; and

WHEREAS, the City of Fircrest wishes to continue contracting with Pierce County for the provision of jail services; and

WHEREAS, the City of Fircrest will benefit from the use of the Pierce County Jail; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute an Agreement for the Provision of Jail Services with Pierce County.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON,** at a regular meeting thereof this 14th day of March 2017.

APPROVED

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**AGREEMENT PROVIDING FOR THE PROVISION OF
JAIL SERVICES
BETWEEN THE CITY OF FIRCREST
AND
PIERCE COUNTY**

This Agreement, made and entered into by and between, the City of Fircrest, hereinafter referred to as the "City", and the County of Pierce, hereinafter referred to as the "County", under and pursuant to the provisions of Chapter 70.48.090 of the Revised Code of Washington. This Agreement supersedes any prior agreements entered into between the parties herein with regard to the terms and provisions set forth below.

WHEREAS; the County operates and maintains the Pierce County Jail located at 910 Tacoma Avenue South, Tacoma, WA, adjacent to the County-City Building; and

WHEREAS: it is in the best interest of the residents of the City and the County that services and facilities of the Pierce County Jail be made available by the County pursuant to RCW 70.48.090;

NOW THEREFORE, it is agreed between the parties as follows:

1. **Purpose:** The County will undertake and does hereby covenant and agree that, as to each person presented for booking in the County Jail by the City, the County will perform all necessary services incident in the confinement, detention, booking and safekeeping of such persons.
2. **Term:** This agreement shall be in full force for three (3) years beginning March 15, 2017. Upon the expiration of the initial three (3) year term, the Agreement shall be extended automatically for a one year period on each anniversary date unless the parties have provided notice of intent to abandon the agreement. If either party desires to terminate the relationship created by this agreement, they must provide not less than ninety days written notice to the other party prior to the beginning of the calendar year (January 1).
3. **Amendments:** All provisions of this agreement, may be amended in writing at any time by the mutual consent of the parties hereto and such amendments shall take effect immediately. In the event of any conflict, inconsistency, or incongruity between the provision of this agreement and the provision of the amendment, the provisions of the amendment shall in all respects govern and control.
4. **Access:** The County shall provide access to City inmates for all City entities (i.e. prosecutor, court, etc.).
5. **Refusal to Book/Turn-away:** The County retains the right of refusal and/or book of City inmates due to space/capacity challenges and/or medical/mental health issues.

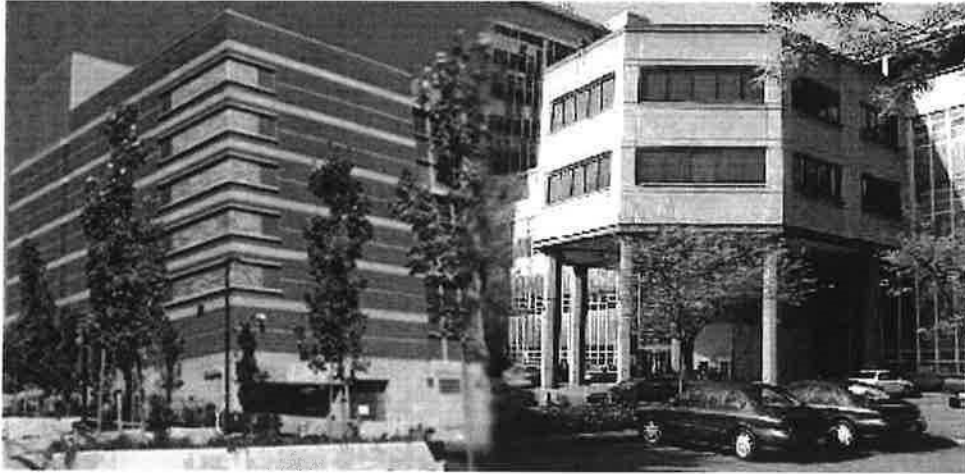
6. **Record Keeping:** Both parties shall cooperate with each other to provide necessary records and information that either party can legally provide to ensure clear communication between the City and County.
7. **Court Transport/Escort:** "Transport" and "Escort" are terms used interchangeably and explicitly refer to the act of transporting an inmate to court and maintaining security while the inmate is in the courtroom. Transport and Escort fees within the Pierce County Jail will be provided at the rate referred to in the "Cost Exhibit" for court escort transports. This is only applicable to those transports within the Jail and/or County-City Building.
8. **Booking:** The County shall endeavor to complete the booking process within thirty (30) minutes per inmate booked. The time for booking under this Agreement begins to run when the inmate is brought face-to-face with the Booking Deputy. A booking is complete when the presence of the City police officer who brought the inmate to the Jail is no longer required and the officer is free to return to his/her other duties.
9. **Inmate Processing:** Inmate processing includes taking fingerprints and pictures of all inmates booked into the Jail.
10. **City Inmate:** For the purpose of this agreement, those inmates considered to be the responsibility of the City shall be defined as follows:
 - a. City inmate means a person housed in the jail following an arrest by a City officer for a City ordinance violation, misdemeanor, or under a City municipal warrant. The term "City Inmate" shall apply retroactively to those persons arrested by a City Police Officer for violations of State law who are detained in jail for violation of a Municipal Ordinance or misdemeanor. It excludes an inmate held under warrants of other governments, and an inmate detained after a City hold has been released.
11. **Definitions:**
 - a. The term "daily rate", for the purposes of this agreement, shall include all costs connected with the maintenance, care and custody, health care, meals, housing, clothing, insurance, administration, rent, supplies, food, and any other related services for the detention of the inmate, including routine medical, pharmacy, mental health and dental treatment. Routine treatment is defined as those services which can be obtained through health care providers within the jail clinic facility.
 - b. Any extraordinary or emergency medical expenses shall be the financial responsibility of the City. Extraordinary or emergency medical expense is any expense beyond that which is normally provided by the health care providers and/or security staff within the Jail facility, including costs for transporting the City inmate by ambulance to a hospital emergency room for medical care. Except in emergencies, the County shall notify the City in advance prior to the incurring costs as a result of extraordinary medical, mental health or dental care.
 - c. Court escort fees shall be charged separately.

- d. The “daily rate” charge for the confinement and detention of a City inmate shall be applicable after said inmate has been confined in jail for five (5) hours within any twenty-four (24) hour period.
 - e. The “booking rate” shall be the charge for the entire booking process which includes a medical assessment of the inmate. It includes registration, fingerprinting, photograph, inventory and safekeeping of personal property, and other functions established by the State.
12. **Payment/Reimbursement:** The rates/fees established for each calendar year of this agreement are subject to annual cost-of-living adjustments. The rates will be adjusted annually in January of each year based on the proportional percentage cost increase or decrease over the prior year (base year) for the following cost factors: 1) salaries; 2) health, pension, workers compensation; 3) post coverage, 4) services (i.e. mental health, medical, food, etc.), 5) special identification process, 6) supplies, 7) utilities, 8) insurance. The percentage increase in each line item shall be allocated to the cost-of-living adjustment based upon the proportion that each individual line represents of the total costs (the sum total of the above line items). Prior to making any cost-of-living adjustments in rates, the County will provide the City with an itemized accounting of the cost allocations for each line item. Both parties shall review the costs allocated to each line item and mutually agree to the annual percentage increase for each line item to the total costs, and the calculation of the annual cost-of-living adjustment. In the event that the actual costs for line item no. 1 (salaries) is not known at the time of the calculation of the annual cost-of-living adjustment, the parties will agree upon a reasonable estimated percentage increase in costs and proportional allocation to be utilized in the calculation of the cost-of-living adjustment. The parties agree that, at such time as the actual percentage increase in costs for salaries and the proportional allocation become known, the parties shall mutually agree upon a recalculation of and adjustment to the annual cost-of-living adjustment reflecting the actual costs for salaries, and upon a lump sum payment, or credit, to provide for recovery of under or over payments made. Annual cost-of-living adjustments exceeding three and one-half (3.5%) are subject to mediation at the request of either party. Payment shall be made within 30 days of receipt of invoice. The County shall provide advance notice of any fee/charge increase and when it is to become effective in writing.
13. **Billing:** The invoice shall include details of the number of inmates per day, bookings, and escorts. The invoice shall be mailed to:
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466
14. **Other Contract Arrangements:** The City reserves the right to separately contract with another entity for the provision of jail services.
15. **Written Notice of Termination:** Either party must provide not less than ninety days written notice of termination to the other party prior to the beginning of the calendar

year (January 1); provided that notice of termination may be given no sooner than January 1, 2018 or consecutive years after.

16. **Indemnification:** The County shall indemnify, defend, and hold harmless the City, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the City, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended. The County specifically assumes potential liability for actions brought by the County's own employees against the City and, solely for the purpose of this indemnification and defense, the County specifically waives any immunity under the State industrial insurance law, Title 51 RCW. The County recognizes that this waiver was the subject of mutual negotiation. This indemnification shall extend to and include attorney's fees and the cost of establishing the right of indemnification hereunder in favor of the City. This indemnification shall survive the termination of this agreement.
17. **Entire Agreement:** This agreement constitutes the entire agreement between the parties and represents the entire understanding of the parties hereto. It supersedes any oral representation that are inconsistent with or modify its terms and conditions.
18. **Remedies:** No waiver of any right under this agreement shall be effective unless made in writing by the authorized representative of the parties to be bound thereby. Failure to assist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance, nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.
19. **Disputes:** Shall be referred to the Police Chief and the Sheriff for mediation and/or settlement. If not resolved by them within sixty (60) days, either the City Official or the Sheriff, or both of them, may apply to the presiding Judge of the Superior Court of Pierce County, Washington, for appointment of a conciliator. The Conciliator shall assume the functions of an arbitrator of the dispute after a reasonable effort at conciliation fails, should the amount involved in the dispute and application of the principle at issue in future years entail expenditures or appropriations of One Hundred Thousand Dollars (\$100,000) or less. Each party shall pay one-half (1/2) of a conciliator's fee and expenses.
20. **Most Favored Customer:** If at any time during the term of this Agreement any other jail customer obtains rates and/or substantive or procedural terms with respect to any service or other topic included in this Agreement which the City deems more favorable than the terms provided herein, the County will adjust the rate and/or terms for each such service or other topic to conform to the more favorable terms, and those adjustments will be confirmed in writing by the parties as an addendum to this Agreement.

2017 JAIL RATES



Rate Description	Rate
Daily	\$77
Booking	\$52.60
Court Escort	\$126.10
Special Identification Process (S.I.P.)	\$176
Mental Health	\$213.20

End of Agreement. Signature page immediately follows.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract# _____

IN WITNESS WHERE OF, the parties have executed this Agreement this ____ day of _____, 2016.

CONTRACTOR:

Contractor Signature _____ Date _____

Title of Signatory Authorized by Firm Bylaws

Name: _____

Address: _____

Mailing
Address: _____

Contact Name: _____

Phone: _____

Fax/email: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney	Date
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Recommended:

Budget and Finance	Date
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Approved:

Department Director (less than \$250,000)	Date
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County Executive _____ Date _____
(over \$250,000)