

**FIRCREST CITY COUNCIL  
REGULAR MEETING AGENDA**

**TUESDAY, JULY 14, 2020  
7:00 P.M.**

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

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**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. PRESIDING OFFICER'S REPORT**

- A. [Pierce Transit Long Range Plan Update](#)
- B. Pool and Community Center Project

**5. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**

(Please email the City Clerk if you would like to make a public comment. Your comment will be read into the record at the appropriate time. JWESTMAN@CITYOFFIRCREST.NET)

**6. COMMITTEE, COMMISSION & LIAISON REPORTS**

- A. Administration
- B. Environmental, Planning, and Building
- C. Finance, IT, Facilities
- D. Other reports

**7. CONSENT CALENDAR**

- A. Approval of [vouchers](#)/payroll checks
- B. Approval of Minutes: [June 23, 2020, City Council Meeting](#)

**8. PUBLIC HEARING 7:15 P.M. OR SOON THEREAFTER**

**9. UNFINISHED BUSINESS**

**10. NEW BUSINESS**

- A. [Ordinance: Competitive Bidding Requirements Amendment](#)
- B. [Resolution: OMNIA Partners, Public Sector Cooperative Purchasing Agreement](#)
- C. [Resolution: Recreation Software Purchase Approval](#)
- D. [Resolution: Memorandum of Understanding FIT Teams](#)

**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



**Pierce  
Transit**

## **Fircrest City Council**

**Destination 2040 Long Range Plan Update**

**Tina Lee, Planning Manager &  
Alexandra Mather, Government Relations Officer**

**July 14, 2020**



# LRP Update's Purpose, Goals, and Objectives

*What do we hope to achieve with this update?*

- Depict access and coverage gaps within the current system (PTBA) boundaries
- Assess non-motorized and active transportation access to Pierce Transit routes and facilities (e.g., transit centers, stations, park-and-ride lots)
- Envision what services and coverage would could offer a full 0.9% sales tax scenario
- Increase from current 500,130 to 735,000 annual Service Hours and model for ridership
- Show a Bus Rapid Transit system at full build out: Pacific Avenue /SR 7 plus four routes



# Sections

1. Introduction
  2. Assessment of Current Conditions
  3. A Coordinated Transit System
  4. Keeping Pace with Our Changing Landscape
  5. Emerging Technologies
  6. Service Expansion Benefits
  7. Future Transit Networks and Financial Requirements
  8. Closing Statement – Next Steps Through 2040
- Appendices

# DESTINATION 2040

**Pierce Transit • Long Range Plan Update**

Second Draft – February 2020

# FUTURE SERVICE SCENARIO



## 10 NEW ROUTES

Route	Name
BRT 1	Downtown Tacoma (Commerce Street) - Mountain Hwy (SR 7) at 8th Avenue E Walmart
BRT 2	S. 19th Street - Bridgeport Way
BRT 3	Downtown Tacoma - Lakewood Transit Center
5	East Tacoma - 72nd Street - Parkland Transit Center
15	Ruston Express
17	Ruston Way
49	Portland Avenue
51	Tyler Road - Bridgeport Way W (To be determined)
58	Proctor - Lakewood (Former Route 51)
498	Fife - Auburn



## INCREASED FREQUENCY FOR 17 ROUTES

Route	Name
3	Lakewood - Tacoma
4	Lakewood - South Hill
41	56th Street - Salishan
48	Sheridan - S. M Street
52	Fircrest - Tacoma Community College
53	University Place
54	S. 38th Street - Portland
55	Tacoma Mall - Parkland
57	Union - S. 19th Street - Hilltop
63	Northeast Tacoma Express
100	Gig Harbor
102	Gig Harbor - Tacoma Express
202	S. 72nd Street
400	Puyallup - Downtown Tacoma
409	Puyallup - 72nd Street Transit Center
501	Milton-Federal Way

# KEEPING PACE WITH CHANGE

Population and employment are increasing in Pierce County.

How can Pierce Transit keep up with the change?

## PIERCE COUNTY GROWTH TARGETS 2050\*

	POPULATION GROWTH	EMPLOYMENT GROWTH
Metropolitan Cities	38% • 137,000	48% • 94,000
Core Cities	23% • 85,000	23% • 44,000
HCT Communities	21% • 77,000	13% • 26,000
Cities and Towns	7% • 25,000	6% • 13,000
Unincorporated Urban	8% • 29,000	8% • 15,000
Rural Areas	3% • 11,000	2% • 3,000
<b>TOTAL</b>	<b>364,000</b>	<b>195,000</b>

\* Source: Draft VISION 2050, Regional Growth Strategy.

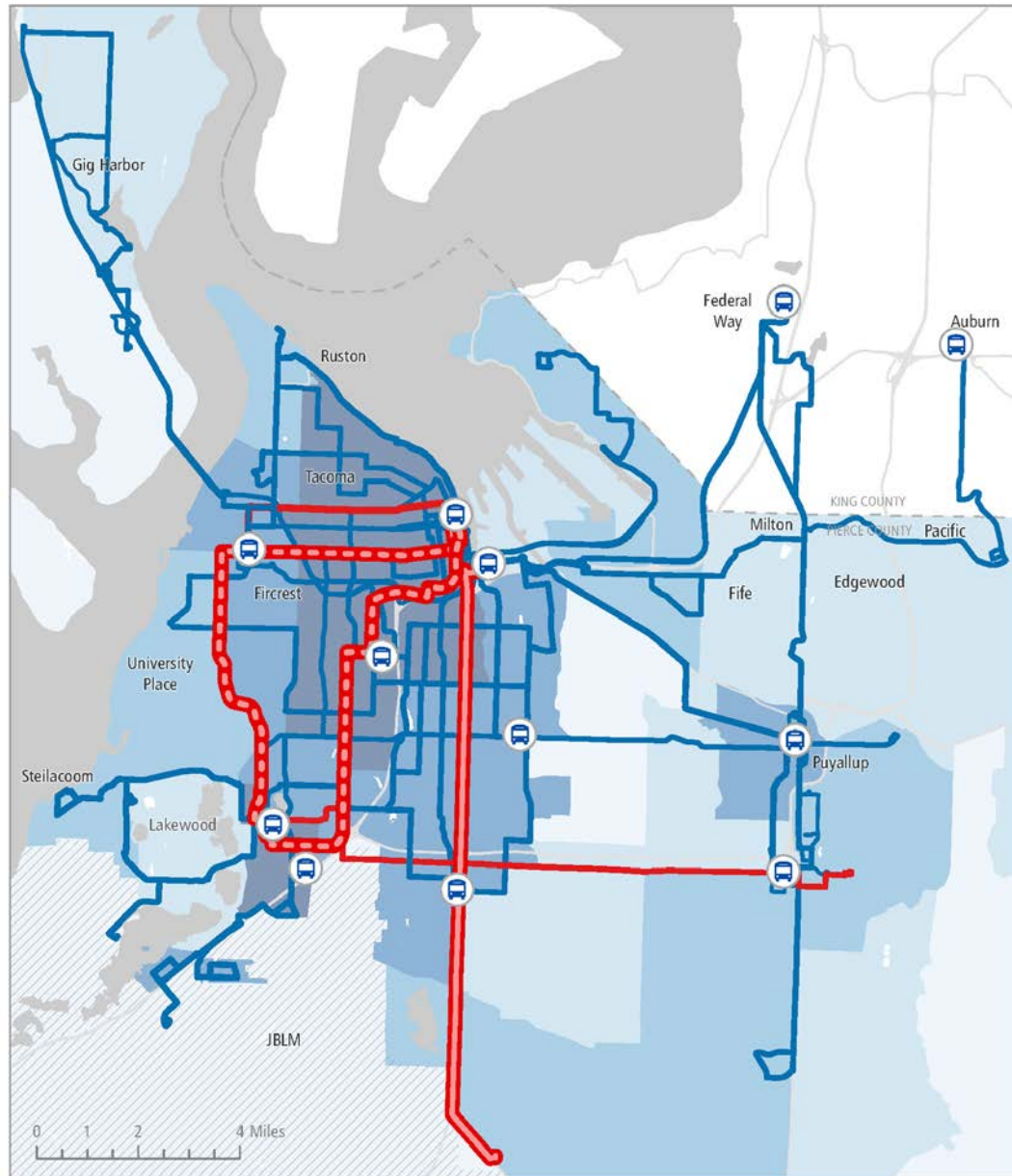
In 2019 the 4-county Puget Sound Region grew by 68,470 over the previous year. That's an increase of 188 new residents per day!

The PSRC modeled two new fixed route scenarios and total daily boardings increased from 28,700 in 2019 to 83,100 and 85,700 in 2040.



# PIERCE TRANSIT ROUTES AND FREQUENCIES

## 735,000 Annual Service Hours



### Peak Frequency

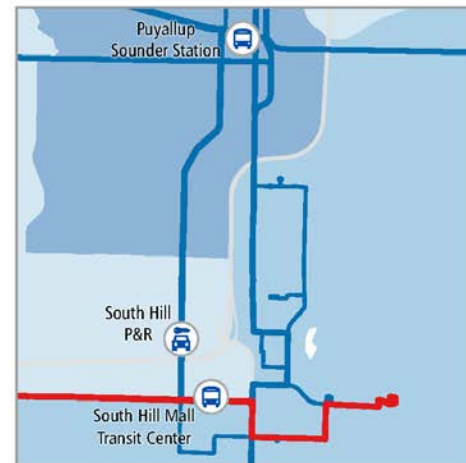
- 10 - 15 minutes
- 16 - 30 minutes
- - - BRT
- - - Proposed BRT

### 2040 Population & Employment Density (Residents + Jobs) / Square Mile

- 2,000 or Fewer
- ≤ 4,000
- ≤ 6,000
- ≤ 8,000
- More than 8,000



Lakewood



Puyallup-South Hill

# What we've heard so far...

- 210 future-focused comments received (text based)
- 60 commented on current conditions and short-term improvements

Open for comments from 12 Nov 2019 to 31 May 2020 [Change](#)



## Stakeholder Engagement Summary



6370

Total Visits

2428

Unique Users

1:07

Avg Time (min)

126

Unique Stakeholders

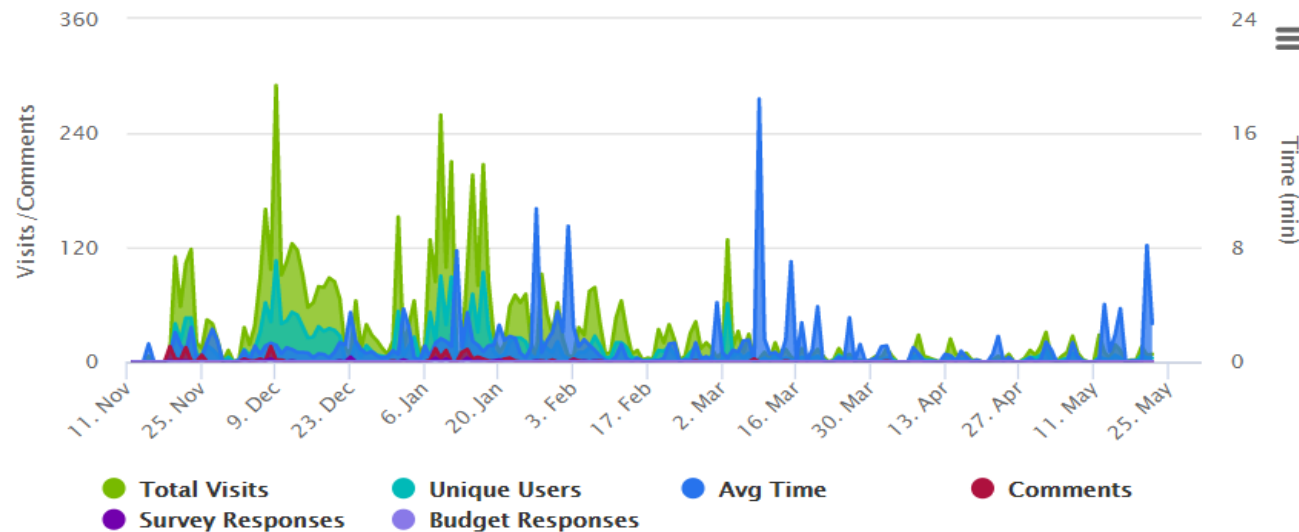
164

Comments

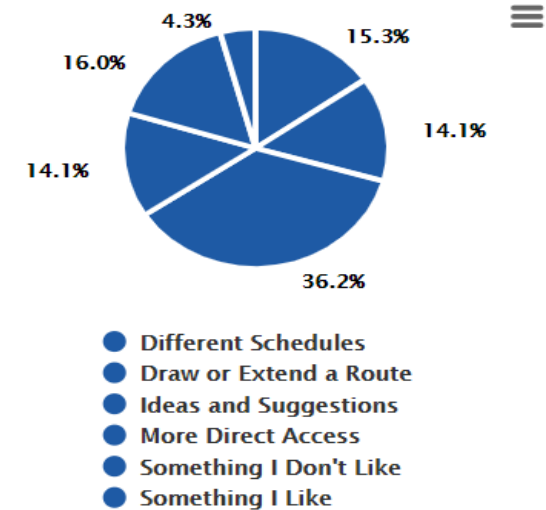
37

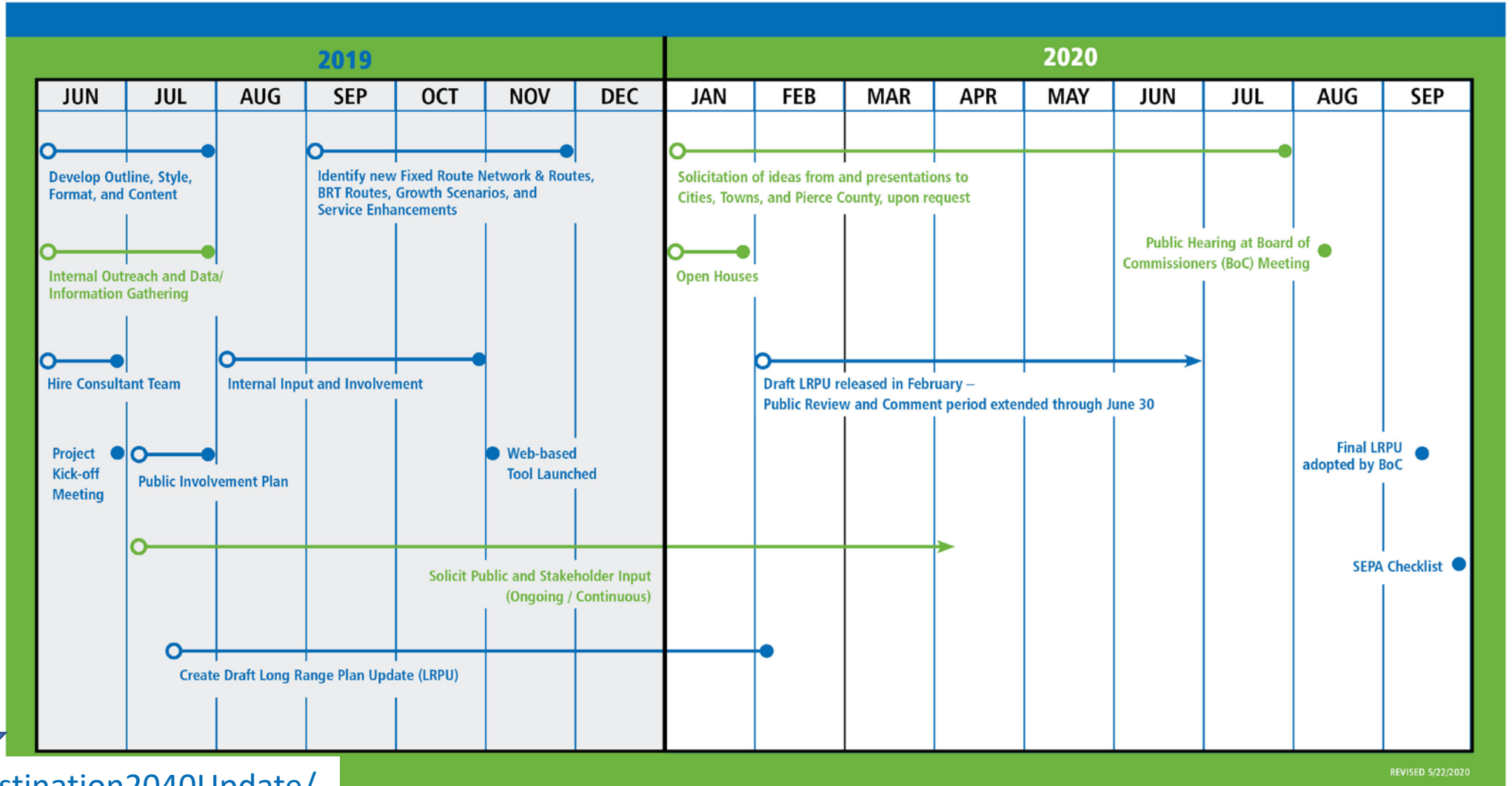
Survey Responses

## Stakeholder Engagement by Day



## Comment Types





The draft LRPU and nine Appendices are available online for public review and comment – now extended through June 30<sup>th</sup>.



[PierceTransit.org/Destination2040Update/](https://PierceTransit.org/Destination2040Update/)



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City Of Fircrest  
MCAG #: 0583

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
<b>22452</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3647</b>		
			<b>Agrishop, Inc</b>	<b>28.64</b>	<b>Weedeater String</b>
	542 30 31 02	Oper Supplies - Street Reg	101 000 542 City Street Fun	28.64	Weedeater String
<b>22451</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3705</b>		
			<b>Alpine Products Inc</b>	<b>1,215.39</b>	<b>White Traffic Paint &amp; Solvent</b>
	542 30 31 02	Oper Supplies - Street Reg	101 000 542 City Street Fun	1,215.39	White Traffic Paint & Solvent
<b>22420</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3719</b>		
			<b>American Public Work Assn</b>	<b>400.00</b>	<b>Agency Registration, Chapter Dues (09/01/2020 To 08/31/2021)</b>
	531 50 49 05	Dues,Member,Sub - Storm	415 000 531 Storm Drain	100.00	Agency Registration, Chapter Dues (09/01/2020 To 08/31/2021)
	534 10 49 03	Dues,Member,Sub - Water	425 000 534 Water Fund (de	100.00	Agency Registration, Chapter Dues (09/01/2020 To 08/31/2021)
	535 10 49 02	Dues,Member,Sub - Sewer	430 000 535 Sewer Fund (de	100.00	Agency Registration, Chapter Dues (09/01/2020 To 08/31/2021)
	542 30 49 03	Dues,Member,Sub - Street	101 000 542 City Street Fun	100.00	
<b>22457</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>7066</b>		
			<b>Apex Engineering</b>	<b>2,400.00</b>	<b>Sanitary Sewer Access Plan - West Creek Estates</b>
	594 31 63 01	Project Engineering-Storm	416 000 594 Storm Improve	2,400.00	Sanitary Sewer Access Plan - West Creek Estates
<b>22431</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3933</b>		
			<b>Asphalt Patch Systems, Inc.</b>	<b>2,880.20</b>	<b>Street Patching - 316 Eldorado, 349 Harvard, 518 Monterey, 1055 Delta Ct</b>
	542 30 48 01	Rep & Maint - Street Maint	101 000 542 City Street Fun	2,880.20	Street Patching - 316 Eldorado, 349 Harvard, 518 Monterey, 1055 Delta Ct
<b>22417</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>5781</b>		
			<b>Batteries Plus Bulbs</b>	<b>24.80</b>	<b>Batteries For Public Works Gate Opener</b>
	531 50 31 02	Oper Supplies - Storm	415 000 531 Storm Drain	24.80	Batteries For PW Gate Opener
<b>22453</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4221</b>		
			<b>Big John's Trophies Inc</b>	<b>92.02</b>	<b>B. Deal Plaque</b>
	521 22 49 00	Miscellaneous - Police	001 000 521 General Fund	92.02	B. Deal Plaque
<b>22454</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4221</b>		
			<b>Big John's Trophies Inc</b>	<b>24.24</b>	<b>Engraved Plates, Name Badge</b>
	521 22 49 00	Miscellaneous - Police	001 000 521 General Fund	24.24	Engraved Plates, Name Badge
			Total Big John's Trophies Inc	116.26	
<b>22411</b>	<b>07/06/2020</b>	<b>07/14/2020</b>	<b>2919</b>		
			<b>Blackwell, Gregory</b>	<b>151.01</b>	<b>06-02520.4 - 1559 BAY HILL AVE</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-36.66	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-39.29	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-75.06	
<b>22483</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>3572</b>		
			<b>CED</b>	<b>45.18</b>	<b>Replacement Streetlight Lamp</b>

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542 63 31 00	Oper Supplies - Street Ligh		101 000 542 City Street Fun	45.18	Replacement Streetlight Lamp		
<b>22484</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>3572</b>	<b>3572</b>	<b>CED</b>	<b>-32.76</b>	<b>Returned Lighting Supplies (Island Repair)</b>
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fun	-32.76	Returned Lighting Supplies (Island Repair)		
Total CED				12.42			
<b>22427</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>6018</b>	<b>6018</b>	<b>Canon Financial Services Inc</b>	<b>159.51</b>	<b>Police Copier / Fax Rental June 2020</b>
521 22 45 00	Oper Rentals - Copier - Pol		001 000 521 General Fund	159.51	Police Copier / Fax Rental 06/2020		
<b>22428</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>6018</b>	<b>6018</b>	<b>Canon Financial Services Inc</b>	<b>563.79</b>	<b>Copier Rental June 2020 - City Hall, Court, Parks / Rec, Public Works</b>
512 50 45 00	Oper Rentals - Copier - Co		001 000 512 General Fund	140.95	Court 06/2020		
518 10 45 00	Oper Rentals - Copier - No		001 000 518 General Fund	140.95	City Hall 06/2020		
531 50 45 00	Oper Rentals - Copier - Sto		415 000 531 Storm Drain	35.24	PW 06/2020		
534 10 45 02	Oper Rentals - Copier - Wa		425 000 534 Water Fund (de	35.24	PW 06/2020		
535 10 45 00	Oper Rentals - Copier - Sev		430 000 535 Sewer Fund (de	35.24	PW 06/2020		
542 30 45 00	Oper Rentals - Copier - Str		101 000 542 City Street Fun	35.23	PW 06/2020		
571 10 45 01	Oper Rentals - Copier - Rec		001 000 571 General Fund	126.85	Rec 06/2020		
576 80 45 00	Oper Rentals - Copier - Par		001 000 576 General Fund	14.09	Parks 06/2020		
Total Canon Financial Services Inc				723.30			
<b>22500</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>5805</b>	<b>5805</b>	<b>CenturyLink</b>	<b>44.58</b>	<b>Long Distance Access And Usage June 2020</b>
518 10 42 00	Communication - Non Dep		001 000 518 General Fund	44.58	Long Distance 06/2020		
<b>22423</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4313</b>	<b>4313</b>	<b>Chuckals Inc</b>	<b>210.47</b>	<b>Central Supplies</b>
518 10 34 01	Central Office Supplies		001 000 518 General Fund	210.47	Central Supplies		
<b>22424</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4313</b>	<b>4313</b>	<b>Chuckals Inc</b>	<b>35.94</b>	<b>Central Supplies</b>
518 10 34 01	Central Office Supplies		001 000 518 General Fund	35.94	Central Supplies		
<b>22425</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4313</b>	<b>4313</b>	<b>Chuckals Inc</b>	<b>49.95</b>	<b>Central Supplies</b>
518 10 34 01	Central Office Supplies		001 000 518 General Fund	49.95	Central Supplies		
<b>22433</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4313</b>	<b>4313</b>	<b>Chuckals Inc</b>	<b>9.86</b>	<b>Central Supplies</b>
518 10 34 01	Central Office Supplies		001 000 518 General Fund	9.86	Central Supplies		
<b>22434</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4313</b>	<b>4313</b>	<b>Chuckals Inc</b>	<b>41.52</b>	<b>Central Supplies</b>

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518 10 34 01	Central Office Supplies		001 000 518 General Fund	41.52	Central Supplies
<b>22466</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4313</b>		<b>Chuckals Inc</b>
				<b>49.26</b>	<b>Clorox Wipes (COVID-19 Expense)</b>
518 10 34 01	Central Office Supplies		001 000 518 General Fund	49.26	Clorox Wipes (COVID-19 Expense)
Total Chuckals Inc				397.00	
<b>22501</b>	<b>07/09/2020</b>	<b>07/14/2020</b>	<b>4322</b>		<b>City of Tacoma Washington</b>
				<b>9,507.25</b>	<b>Power - Various Locations June 2020</b>
518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	657.93	Time/Temp, CH 06/2020
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	99.71	PW 06/2020
534 10 47 00	Utility Services/Building -		425 000 534 Water Fund (de	99.71	PW 06/2020
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	5,859.87	Surface Water, Hi/Low Tank, Wells #4, 6, 7, 8, 9, GC Tank, Weathervane 06/2020
535 10 47 00	Utility Services/Building -		430 000 535 Sewer Fund (de	99.71	PW 06/2020
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	1,698.93	Pump #3, Drake L/S, Contra Costa L/S, Estate Place L/S, Commons L/S, Alameda L/S 06/2020
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	99.70	PW 06/2020
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fun	82.70	40th / Alameda, 400 Alameda, 300 Regents, 600 Regents 06/2020
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fun	11.38	5200 Emerson 06/2020
548 65 47 00	Utilities ShopGarage		501 000 548 Equipment Ren	24.65	F&E Garage 06/2020
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	772.96	545 Contra Costa, 555 Contra Costa, Tot Lot, Whittier Lights & Irrigation 06/2020
<b>22443</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>6268</b>		<b>Cole-Parmer Instrument Company</b>
				<b>101.18</b>	<b>TISAB Reagent Tablets For Fluoride Testing</b>
534 80 41 00	Water Testing		425 000 534 Water Fund (de	101.18	TISAB Reagent Tablets For Fluoride Testing
<b>22422</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>8542</b>		<b>Consolidated Supply Co.</b>
				<b>158.26</b>	<b>Gaskets For New Meters</b>
594 34 63 01	Other Improvements Water		426 000 594 Water Improve	158.26	Gaskets For New Meters
<b>22430</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3573</b>		<b>Copiers Northwest Inc</b>
				<b>54.41</b>	<b>Copier Usage 5/14/20 To 6/13/20 Police</b>
521 22 45 00	Oper Rentals - Copier - Pol		001 000 521 General Fund	54.41	Copier Usage 5/14/20 To 6/13/20 Police
<b>22455</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3573</b>		<b>Copiers Northwest Inc</b>
				<b>128.80</b>	<b>Copier Usage June 2020 - City Hall, Court, Parks / Rec, Public Works</b>
518 10 45 00	Oper Rentals - Copier - No		001 000 518 General Fund	72.44	CH 06/2020
531 50 45 00	Oper Rentals - Copier - Sto		415 000 531 Storm Drain	11.46	PW 06/2020
534 10 45 02	Oper Rentals - Copier - Wa		425 000 534 Water Fund (de	11.46	PW 06/2020
535 10 45 00	Oper Rentals - Copier - Sev		430 000 535 Sewer Fund (de	11.45	PW 06/2020
542 30 45 00	Oper Rentals - Copier - Str		101 000 542 City Street Fun	11.46	PW 06/2020
571 10 45 01	Oper Rentals - Copier - Rec		001 000 571 General Fund	9.48	Rec 06/2020

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576 80 45 00	Oper Rentals - Copier - Par		001 000 576 General Fund	1.05	Parks 06/2020
<b>22475</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3573 Copiers Northwest Inc</b>	<b>126.33</b>	<b>Printer Usage June 2020 - Police</b>
521 22 45 00	Oper Rentals - Copier - Pol		001 000 521 General Fund	126.33	Printer Usage 06/2020 - Police
			Total Copiers Northwest Inc	309.54	
<b>22478</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>3588 Daily Journal Of Commerce, Inc</b>	<b>474.60</b>	<b>P#62 Alameda Grind &amp; Overlay Request For Bids</b>
595 10 63 06	Project Eng		101 000 594 City Street Fun	474.60	P#62 Alameda Grind & Overlay Request For Bids
<b>22479</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>3588 Daily Journal Of Commerce, Inc</b>	<b>470.40</b>	<b>P#63 Emerson Sidewalk Request For Bids</b>
595 10 63 06	Project Eng		101 000 594 City Street Fun	470.40	P#63 Emerson Sidewalk Request For Bids
			Total Daily Journal Of Commerce, Inc	945.00	
<b>22440</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3589 Databar Inc</b>	<b>2,230.65</b>	<b>June 2020 Statement Production And Postage</b>
518 10 49 01	Town Topics/Citizen Comr		001 000 518 General Fund	72.37	TT Insert Extra Mailing 06/2020
518 10 49 01	Town Topics/Citizen Comr		001 000 518 General Fund	65.85	Water Quality & Efficiency Insert 2020
531 50 42 01	Postage - Storm		415 000 531 Storm Drain	266.71	UB Postage 06/2020
531 50 49 06	Mailing Service - Storm		415 000 531 Storm Drain	430.76	UB Statements 06/2020
534 10 42 01	Postage - Water		425 000 534 Water Fund (de	266.72	UB Postage 06/2020
534 10 49 06	Mailing Service - Water		425 000 534 Water Fund (de	430.77	UB Statements 06/2020
535 10 42 02	Postage - Sewer		430 000 535 Sewer Fund (de	266.71	UB Postage 06/2020
535 10 49 05	Mailing Service - Sewer		430 000 535 Sewer Fund (de	430.76	UB Statements 06/2020
<b>22441</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3589 Databar Inc</b>	<b>1,306.09</b>	<b>2020 Water Quality &amp; Efficiency Printing</b>
534 10 49 04	Printing & Binding - Water		425 000 534 Water Fund (de	1,306.09	2020 Water Quality & Efficiency Printing
<b>22489</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>3589 Databar Inc</b>	<b>445.78</b>	<b>Separate Mailing Of June 2020 Town Topics With Water Quality &amp; Efficiency Insert</b>
518 10 49 01	Town Topics/Citizen Comr		001 000 518 General Fund	310.48	Separate TT Mailing 06/2020
534 10 49 04	Printing & Binding - Water		425 000 534 Water Fund (de	135.30	Separate Water Quality & Efficiency Insert Mailing 2020
			Total Databar Inc	3,982.52	
<b>22421</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3594 Dept Of Ecology</b>	<b>3,105.00</b>	<b>2020 SAM Permit Fee (07/1/20 To 06/30/21)</b>
531 50 49 01	Operation Permit		415 000 531 Storm Drain	3,105.00	2020 SAM Permit Fee (07/1/20 To 06/30/21)
<b>22449</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3621 Entertainment Masters</b>	<b>400.00</b>	<b>DJ Service For 2020 Graduation Parade</b>

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573 90 49 01	Community Events		001 000 573 General Fund	400.00	DJ Service For 2020 Graduation Parade
<b>22418</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3636</b>	<b>428.51</b>	<b>Check Valves (2)</b>
534 50 31 01	Oper Supplies - Water Mai		425 000 534 Water Fund (de	428.51	Check Valves (2)
<b>22419</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3636</b>	<b>385.23</b>	<b>Outflow Piping For Storm Drain</b>
531 50 31 02	Oper Supplies - Storm		415 000 531 Storm Drain	385.23	Outflow Piping For Storm Drain
Total Ferguson Waterworks, #3011				813.74	
<b>22414</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3638</b>	<b>1,307.10</b>	<b>Golf Tank Land Rental July 2020</b>
534 10 45 01	Land Rental/Water Tank		425 000 534 Water Fund (de	1,307.10	Golf Tank Land Rental 07/2020
<b>22409</b>	<b>07/06/2020</b>	<b>07/14/2020</b>	<b>8310</b>	<b>156.15</b>	<b>01-01890.4 - 109 FARALLONE AVE</b>
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-34.78	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-37.30	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-84.07	
<b>22410</b>	<b>07/06/2020</b>	<b>07/14/2020</b>	<b>7247</b>	<b>300.55</b>	<b>07-00137.1 - 1546 CHERRY AVE</b>
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-71.47	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-76.64	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-152.44	
<b>22429</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>6774</b>	<b>4,326.49</b>	<b>Monthly Landscape Service June 2020</b>
518 30 41 01	Contract Maintenance		001 000 518 General Fund	3,201.60	Monthly Landscape Service 06/2020
542 80 49 03	Beautification Services (co		101 000 542 City Street Fun	1,124.89	Monthly Landscape Service 06/2020
<b>22494</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>3692</b>	<b>61.37</b>	<b>Replacement Hose</b>
518 30 31 00	Oper Sup/Facilities		001 000 518 General Fund	61.37	Replacement Hose
<b>22495</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>3692</b>	<b>19.26</b>	<b>Well Repair Parts</b>
534 50 31 01	Oper Supplies - Water Mai		425 000 534 Water Fund (de	19.26	Well Repair Parts
<b>22496</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>3692</b>	<b>81.05</b>	<b>Railing Paint Supplies - Public Safety Building</b>
518 30 31 02	Oper Sup/PSB Bldg		001 000 518 General Fund	81.05	Railing Paint Supplies - PSB
<b>22497</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>3692</b>	<b>93.53</b>	<b>Painting Supplies - Public Works</b>
542 30 35 00	Small Tools & Equip-St Re		101 000 542 City Street Fun	93.53	Tie Downs, Buckets & Straps - PW

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			Total Home Depot Credit Services	255.21		
<b>22460</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>5428</b>	<b>Jeff Boers</b>	<b>831.25</b>	<b>June 2020 Land Use Consulting (8.75 Hrs)</b>
	558 60 41 00	Prof Svcs - Planning	001 000 558	General Fund	831.25	06/2020 Land Use Consulting (8.75 Hrs)
<b>22481</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>8940</b>	<b>Law Offices of Susan Elizabeth Drummond</b>	<b>90.00</b>	<b>June 2020 Land Use Attorney (.4 Hrs)</b>
	515 41 41 02	Special Legal Counsel	001 000 515	General Fund	90.00	June 2020 Land Use Attorney (.4 Hrs)
<b>22482</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>3776</b>	<b>Lemay Mobile Shredding</b>	<b>74.35</b>	<b>Shredding June 2020 - Court And Finance</b>
	512 50 49 00	Miscellaneous - Court	001 000 512	General Fund	42.15	Shredding 06/2020 - Court
	514 23 49 00	Miscellaneous - Finance	001 000 514	General Fund	32.20	Shredding 06/2020 - Finance
<b>22488</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>3776</b>	<b>Lemay Mobile Shredding</b>	<b>32.20</b>	<b>Shredding June 2020 - Public Works</b>
	531 50 49 00	Miscellaneous - Storm	415 000 531	Storm Drain	10.73	Shredding 06/2020 - PW
	534 10 49 00	Miscellaneous - Water	425 000 534	Water Fund (de	10.73	Shredding 06/2020 - PW
	535 10 49 00	Miscellaneous - Sewer	430 000 535	Sewer Fund (de	10.74	Shredding 06/2020 - PW
			Total Lemay Mobile Shredding	106.55		
<b>22498</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>3791</b>	<b>Lowe's Company-#338954</b>	<b>10.00</b>	<b>Street Light Repair Parts</b>
	542 63 31 00	Oper Supplies - Street Ligh	101 000 542	City Street Fun	10.00	Streetlight Repair Parts
<b>22499</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>3791</b>	<b>Lowe's Company-#338954</b>	<b>172.74</b>	<b>Bottled Water For Crew (55 Cases)</b>
	542 30 31 02	Oper Supplies - Street Reg	101 000 542	City Street Fun	172.74	Bottled Water For Crew (55 Cases)
			Total Lowe's Company-#338954	182.74		
<b>22450</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>7196</b>	<b>Materials Testing &amp; Consulting Inc</b>	<b>925.00</b>	<b>P#60 Pool And Bathhouse Materials Testing June 2020</b>
	594 76 62 03	Buildings & Structures	301 000 594	Park Bond Capi	925.00	P#60 Pool And Bathhouse Materials Testing 06/2020
<b>22444</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>6369</b>	<b>McLendon Hardware Inc (Tacoma)</b>	<b>14.31</b>	<b>Hose Repair Parts</b>
	518 30 48 03	Rep & Maint - PW	001 000 518	General Fund	14.31	Hose Repair Parts
<b>22473</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3957</b>	<b>PC Budget &amp; Finance</b>	<b>480.55</b>	<b>1st Quarter 2020 Liquor Tax</b>
	566 66 49 00	Substance Abuse Fee	001 000 566	General Fund	480.55	1st Quarter 2020 Liquor Tax
<b>22491</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>8626</b>	<b>Pacific Office Automation Inc</b>	<b>128.07</b>	<b>July 2020 Postage Meter Rental</b>

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518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	128.07	07/2020 Postage Meter Rental
<b>22486</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>3942</b>	<b>3,681.66</b>	<b>Partner Construction Products Inc Crack Sealing Machine Rental And Material</b>
542 30 31 03	Crack Sealing Supplies		101 000 542 City Street Fun	1,730.93	Crack Sealing Material
542 30 31 03	Crack Sealing Supplies		101 000 542 City Street Fun	1,950.73	Crack Sealing Machine Rental
<b>22465</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3945</b>	<b>1,395.73</b>	<b>Patriot Fire Protection, Inc Annual Fire Alarm Inspections - City Hall, Rec Center, Public Works</b>
518 30 48 01	Rep & Maint - Rec Bldg		001 000 518 General Fund	582.47	Rec - Replacd 2 Batteries
518 30 48 02	Rep & Maint - City Hall		001 000 518 General Fund	417.62	City Hall
518 30 48 03	Rep & Maint - PW		001 000 518 General Fund	395.64	Public Works
<b>22487</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>3955</b>	<b>235.81</b>	<b>Petrocard Systems Inc Gas / Fuel June 2020</b>
548 65 31 11	Parks/Rec Gas		501 000 548 Equipment Ren	36.63	Parks 06/2020
548 65 31 12	Street Gas		501 000 548 Equipment Ren	66.26	Street 06/2020 (Tar-pot)
548 65 31 13	Storm Gas		501 000 548 Equipment Ren	132.92	Storm 06/2020
<b>22448</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>3971</b>	<b>62.12</b>	<b>Pitney Bowes Inc Supplies Tape Strips For Postage Meter</b>
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	62.12	Tape Strips For Postage Meter
<b>22413</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>5710</b>	<b>106.95</b>	<b>Rainier Connect, Mashell Telecom Internet Access Fee July 2020</b>
518 81 42 00	Communication - I/S		001 000 518 General Fund	106.95	Internet Access Fee 07/2020
<b>22426</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4004</b>	<b>2,000.00</b>	<b>Reserve Account #15690704 Meter Refill June 2020</b>
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	2,000.00	#15690704 Meter Refill 06/2020
<b>22408</b>	<b>07/06/2020</b>	<b>07/14/2020</b>	<b>1539</b>	<b>178.31</b>	<b>Richter, Michael 02-02460.3 - 415 PRINCETON ST</b>
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-39.71	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-42.60	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-96.00	
<b>22442</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>8893</b>	<b>1,282.53</b>	<b>Right Systems INC SAA# 1759 Microsoft Surface Pro 7 For Public Works Crew</b>
531 50 35 00	Small Tools & Equip - Stor		415 000 531 Storm Drain	320.63	SAA# 1759 Microsoft Surface Pro 7 For Public Works Crew
534 80 35 00	Small Tools & Equip - Wat		425 000 534 Water Fund (de	320.63	SAA# 1759 Microsoft Surface Pro 7 For Public Works Crew
535 80 35 00	Small Tools & Equip-Swr C		430 000 535 Sewer Fund (de	320.64	SAA# 1759 Microsoft Surface Pro 7 For Public Works Crew
542 30 35 00	Small Tools & Equip-St Re		101 000 542 City Street Fun	320.63	SAA# 1759 Microsoft Surface Pro 7 For Public Works Crew

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<b>22458</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4018</b>		
			<b>Rosen Supply Company Inc</b>	<b>66.56</b>	<b>Well #9 Repair Parts</b>
	534 50 31 01	Oper Supplies - Water Mai	425 000 534 Water Fund (de	66.56	Well #9 Repair Parts
<b>22412</b>	<b>07/06/2020</b>	<b>07/14/2020</b>	<b>1171</b>		
			<b>Santelli, Dorothy L</b>	<b>324.57</b>	<b>01-01650.0 - 402 SUMMIT AVE</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-82.77	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-67.73	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-174.07	
<b>22415</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4035</b>		
			<b>Sarco Supply</b>	<b>34.56</b>	<b>Disinfectant Wipes (COVID-19 Expense) - Public Works</b>
	518 30 31 03	Oper Sup/PWF	001 000 518 General Fund	34.56	Disinfectant Wipes (COVID-19 Expense) - PW
<b>22416</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4035</b>		
			<b>Sarco Supply</b>	<b>34.56</b>	<b>Disinfectant Wipes (COVID-19 Expense) - Rec Center</b>
	518 30 31 01	Oper Sup/Rec Bldg	001 000 518 General Fund	34.56	Disinfectant Wipes (COVID-19 Expense) - REC
<b>22445</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4035</b>		
			<b>Sarco Supply</b>	<b>103.03</b>	<b>Janitorial Supplies - Public Works</b>
	518 30 31 03	Oper Sup/PWF	001 000 518 General Fund	103.03	Janitorial Supplies - PW
<b>22446</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4035</b>		
			<b>Sarco Supply</b>	<b>38.41</b>	<b>Janitorial Supplies - Public Safety Building</b>
	518 30 31 02	Oper Sup/PSB Bldg	001 000 518 General Fund	38.41	Janitorial Supplies - PSB
<b>22447</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4035</b>		
			<b>Sarco Supply</b>	<b>125.07</b>	<b>Janitorial Supplies - City Hall</b>
	518 30 31 04	Oper Sup/CH	001 000 518 General Fund	125.07	Janitorial Supplies - CH
			Total Sarco Supply	335.63	
<b>22476</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>6088</b>		
			<b>Sentinel Pest Control Inc</b>	<b>109.90</b>	<b>Pest Control - Rec Center July 2020</b>
	518 30 48 01	Rep & Maint - Rec Bldg	001 000 518 General Fund	109.90	Pest Control - REC 07/2020
<b>22477</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>6088</b>		
			<b>Sentinel Pest Control Inc</b>	<b>192.33</b>	<b>Pest Control - Public Works July 2020</b>
	531 50 48 00	Rep & Maint - Storm	415 000 531 Storm Drain	48.08	Pest Control - PW 07/2020
	534 50 48 01	Rep & Maint - Water Main	425 000 534 Water Fund (de	48.08	Pest Control - PW 07/2020
	535 50 48 00	Rep & Maint - Sewer Main	430 000 535 Sewer Fund (de	48.08	Pest Control - PW 07/2020
	542 30 48 01	Rep & Maint - Street Maint	101 000 542 City Street Fun	48.09	Pest Control - PW 07/2020
			Total Sentinel Pest Control Inc	302.23	
<b>22456</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>7308</b>		
			<b>SiteCrafting Inc</b>	<b>99.00</b>	<b>Monthly Hosting Cityoffircrest.net 6/15/20</b>



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518 81 41 02	Web Design & Maintenanc		001 000 518 General Fund	99.00	Monthly Hosting Cityoffircrest.net 6/15/20
<b>22462</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4690</b>	<b>1,616.35</b>	<b>Inspections, Mileage And Calls June 2020</b>
524 20 41 01	Bldg Inspec/Plan Review		001 000 524 General Fund	1,616.35	06/2020
<b>22432</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>7749</b>	<b>597.28</b>	<b>Uniform Jumpsuit - K. Gollinger</b>
521 22 49 01	Uniforms/Clothing/Laundry		001 000 521 General Fund	597.28	Uniform Jumpsuit - K. Gollinger
<b>22463</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>7749</b>	<b>123.42</b>	<b>Reflective Uniform Panels</b>
521 22 49 01	Uniforms/Clothing/Laundry		001 000 521 General Fund	123.42	Reflective Uniform Panels
Total Sound Uniform Solutions Inc				720.70	
<b>22464</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>5304</b>	<b>30,480.00</b>	<b>3rd Quarter Services</b>
521 22 41 02	Dispatching - Lesa		001 000 521 General Fund	21,292.50	3rd Quarter LE Communications
521 22 41 04	Records		001 000 521 General Fund	1,760.00	3rd Quarter Records / Permitting
521 22 41 05	IT Charges		001 000 521 General Fund	7,427.50	3rd Quarter RMS And IT Support
<b>22437</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4328</b>	<b>88.13</b>	<b>#68056D LOF</b>
548 65 48 08	O & M - Police		501 000 548 Equipment Ren	88.13	#68056D LOF
<b>22438</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4328</b>	<b>88.13</b>	<b>#66367D LOF</b>
548 65 48 08	O & M - Police		501 000 548 Equipment Ren	88.13	#66367D LOF
<b>22439</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4328</b>	<b>212.76</b>	<b>#68055D LOF, Tire Rotation, Fuel Light Repair</b>
548 65 48 08	O & M - Police		501 000 548 Equipment Ren	212.76	#68055D LOF, Tire Rotation, Fuel Light Repair
Total Systems for Public Safety Inc				389.02	
<b>22480</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>4120</b>	<b>666.87</b>	<b>June 2020 Publications</b>
595 10 63 06	Project Eng		101 000 594 City Street Fun	336.87	P#62 Alameda Grind & Overlay Request For Bids
595 10 63 06	Project Eng		101 000 594 City Street Fun	330.00	P#63 Emerson Sidewalk Request For Bids
<b>22493</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>6650</b>	<b>500.00</b>	<b>Refund Rod Run Sponsorship (COVID-19 Cancellation)</b>
367 00 00 02	Parks Donations		001 000 360 General Fund	-500.00	Refund Rod Run Sponsorship (COVID-19 Cancellation)
<b>22459</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4151</b>	<b>188.75</b>	<b>Heavy Duty Straps For Lifting</b>

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	535 80 35 00	Small Tools & Equip-Swr (	430 000 535 Sewer Fund (de	188.75	Heavy Duty Straps For Lifting
<b>22435</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>6749</b>	<b>120.89</b>	<b>Service Call 6/17/20</b>
	518 81 41 01	Prof Svcs - I/S	001 000 518 General Fund	120.89	Service Call 6/17/20
<b>22485</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>6749</b>	<b>120.89</b>	<b>Service Call 5/18/20</b>
	548 65 48 05	O & M - Non-Dept.	501 000 548 Equipment Ren	120.89	Service Call 5/18/20
			Total Tri-Tec Communications Inc	241.78	
<b>22503</b>	<b>07/09/2020</b>	<b>07/14/2020</b>	<b>5934</b>	<b>321.38</b>	<b>City Hall Charges Through 6/25/20</b>
	511 60 35 00	Small Tools & Equip - Leg	001 000 511 General Fund	26.38	Zoom Webinar Feature For Meetings 06/2020 (COVID-19 Expense)
	512 50 49 01	Reg & Tuition - Court	001 000 512 General Fund	295.00	Online Court Training - K. Perry
<b>22502</b>	<b>07/09/2020</b>	<b>07/14/2020</b>	<b>8483</b>	<b>1,563.41</b>	<b>Public Works Charges Through 6/25/20</b>
	534 80 41 00	Water Testing	425 000 534 Water Fund (de	249.00	Asbestos Testing
	542 63 31 00	Oper Supplies - Street Ligh	101 000 542 City Street Fun	1,971.61	Streetlight Bases (3)
	542 63 31 00	Oper Supplies - Street Ligh	101 000 542 City Street Fun	-657.20	Streetlight Base Returned
<b>22492</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>4172</b>	<b>1,386.11</b>	<b>Gas / Fuel June 2020</b>
	548 65 31 06	Facilities Gas	501 000 548 Equipment Ren	54.73	Facilities 06/2020
	548 65 31 08	Police Gas	501 000 548 Equipment Ren	776.41	Police 06/2020
	548 65 31 11	Parks/Rec Gas	501 000 548 Equipment Ren	98.18	Parks / Rec 06/2020
	548 65 31 12	Street Gas	501 000 548 Equipment Ren	323.82	Street 06/2020
	548 65 31 14	Wtr/Swr Gas	501 000 548 Equipment Ren	132.97	W / S 06/2020
<b>22490</b>	<b>07/08/2020</b>	<b>07/14/2020</b>	<b>4176</b>	<b>3,034.78</b>	<b>Fluoride For Wells (2,000 Lbs)</b>
	534 80 31 01	Fluoride	425 000 534 Water Fund (de	3,034.78	Fluoride For Wells (2,000 Lbs)
<b>22474</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4180</b>	<b>75.69</b>	<b>Locates June 2020</b>
	534 10 49 00	Miscellaneous - Water	425 000 534 Water Fund (de	37.84	Locates 06/2020
	535 10 49 00	Miscellaneous - Sewer	430 000 535 Sewer Fund (de	37.85	Locates 06/2020
<b>22468</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4231</b>	<b>287.00</b>	<b>Coliform And Fluoride Testing June 2020</b>
	534 80 41 00	Water Testing	425 000 534 Water Fund (de	287.00	Coliform & Fluoride Testing 06/2020
<b>22469</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>4231</b>	<b>90.00</b>	<b>Fluoride (2 Liters)</b>
	534 80 41 00	Water Testing	425 000 534 Water Fund (de	90.00	Fluoride (2 Liters)

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			Total Water Mgmt Labs Inc	377.00	
<b>22436</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>5286 Winsupply</b>	<b>299.70</b>	<b>Water Timers - Islands</b>
	542 80 31 01	Operating Supplies - St Bea	101 000 542 City Street Fund	299.70	Water Timers - Islands
<b>22471</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>5286 Winsupply</b>	<b>264.22</b>	<b>Sprinkler System Parts For Parks</b>
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	264.22	Sprinkler System Parts For Parks
<b>22472</b>	<b>07/07/2020</b>	<b>07/14/2020</b>	<b>5286 Winsupply</b>	<b>93.67</b>	<b>Grass Seed</b>
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	93.67	Grass Seed
			Total Winsupply	657.59	
			Report Total:	89,110.59	
			Fund		
			001 General Fund	46,872.58	
			101 City Street Fund	13,154.64	
			301 Park Bond Capital Fund	925.00	
			415 Storm Drain	5,103.74	
			416 Storm Improvement Fund	2,400.00	
			425 Water Fund (department)	14,509.39	
			426 Water Improvement Fund	158.26	
			430 Sewer Fund (department)	3,830.50	
			501 Equipment Rental Fund	2,156.48	

This report has been reviewed by:

REMARKS:

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date

**CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL (Meeting was held primarily by remote attendance)**

Mayor Hunter T. George called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Joe Barrentine, Denny Waltier, and Jamie Nixon were present.

**PRESIDING OFFICER’S REPORT**

**A. Community Center Pre-Bid Presentation**

ARC Architect Emily Wheeler presented the most recent renderings and highlighted the building finishes. The plan is to go out for bid mid-July and construction should begin in October. Discussions included acoustic panel and glass options, flooring color options, and the mirrored wall and ballet bar in the fitness room. Parks and Recreation Director Grover reported that the city has had ballet classes for 30 years and typically there are 20 participants per session. He also reported that the yoga classes utilize the ballet bar and the mirror will be cleaned regularly. Wheeler reported that there will be two windows with blinds and one wall of Kalwall which would allow natural light in the fitness room and provide privacy. A brief discussion was held on security cameras for the building exterior and the potential of interior cameras. Wheeler and Grover are meeting next week to discuss camera systems. Grover reported that it should not be an issue to put in interior cameras. Council asked for a budget update and Wheeler reported that we are currently on budget and are awaiting asbestos abatement figures. Pingel reported that the staff will continue to apply for grant funds from the Department of Emergency Management. Councilmember Viafore asked Grover if he has started inventorying all the assets of the building before demolition. Grover reported that he has been working on going through the building for the past year and his staff is on top of it. He reported that within the next three to four weeks he should have a list of inventory items and where those items will be stored.

**PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**

None were provided

**COMMITTEE, COMMISSION, AND LIAISON REPORTS**

**A. Parks & Recreation**

No report at this time.

**B. Pierce County Regional Council**

Reynolds reported that the PCRC met and committee/ commission appointments were made.

**C. Public Safety, Courts**

No report at this time.

**D. Street, Water, Sewer, and Storm Drain**

Wittner reported that the crew will be sealing the roadways this week and several people were interviewed for the Administrative Assistant Position. The anticipated start date will be mid-July. Wittner also reported that the Emerson Sidewalk Project grant is recommended for funding in the 2023-2024 cycle.

**E. Other Liaison Reports**

There were none.

The Council was in recess from 7:43 pm until 7:46 pm

**CONSENT CALENDAR**

George requested the City Clerk read the Consent Calendar as follows: approval of Voucher No. 215131 through Voucher Check No. 215180 in the amount of \$739,583.45; approval of Payroll Check No. 13917 through Payroll Check No. 13918 in the amount of \$117,085.74; registering no objections to the Shogun Japanese Express liquor license renewal; approval of the June 9, 2020, Regular Meeting Minutes; approval of the June 15, 2020, Study Session Meeting Minutes; **Wittner MOVED to approve the Consent Calendar as read; seconded by Viafore. The Motion Carried (7-0).**

**PUBLIC HEARING**

There was no Public Hearing scheduled.

**UNFINISHED BUSINESS**

There was no unfinished business.

**NEW BUSINESS**

**A. Resolution No. 1656: Approval of the 6-Year Transportation Improvement Plan**

Public Works Director Wakefield introduced the 6-year improvement plan for the years 2021-2026 and reported that he did receive comments from the Department of Ecology about the construction phase of the project. Wakefield reports that the approved plan will be forwarded onto the State for future funding opportunities. **Wittner MOVED to adopt Resolution No. 1656 approving the City of Fircrest’s Six-Year Transportation Improvements Program for the period of 2021 – 2026.; seconded by Nixon.** George invited Councilmember comments; none were provided. George invited public comment; none were provided. **The motion carried (7-0)**

**B. Resolution No. 1657: Approval of Amendment #1 to the Geotechnical Services Contract**

City Manager Pingel introduced the amendment and reported that the amendment adds the community center phase and includes the additional cost \$1800 incurred during the pool & bathhouse phase. **Wittner MOVED to adopt Resolution No. 1657 authorizing the City Manager to execute Amendment #1 to the Geotechnical Services Contract with GeoEngineers, Inc. for the Pool and Community Center project.; seconded by Waltier.** George invited Councilmember comments; none were provided. George invited public comment; none were provided. **The motion carried (7-0)**

**C. Resolution No. 1658: Department of Commerce CARES Act Funding Contract Approval**

City Manager Pingel briefed the Council on the CARES funding program administered by the Department of Commerce. Pingel reports that we do not have many COVID-19 related expenses to date but we may utilize the funds for future assistance programs. **Wittner MOVED to adopt Resolution No. 1658 authorizing the City Manager to execute a grant contract with the Washington Department of Commerce for \$203,100 for reimbursement of COVID-19 related expenses; seconded by Nixon.** George invited Councilmember comments; Viafore commented that other jurisdictions have already administered assistance programs and recommended Council listen to the City of University Place meeting audio as they were very detailed in where the funds will be allocated. Pingel reported that we have until October to utilize the funds and intends to bring more information to the Council in the future to understand where the priority of funding will be. George urged

the staff to move quickly to get benefits to those who need it. Barrentine commented that some independent business owners were not eligible for assistance and those businesses could use the help. George invited public comment; Mr. Little asked if the city could offset revenue losses due to the Community Center closure and offset PPE costs for the staff and customers. Staff reported that at this time we do not have exact answers, but we will explore the available options at future meetings. **The motion carried (7-0)**

**D. Resolution No. 1659: Encourage the Use of Face Coverings in Public Spaces**

City Manager Pingel introduced the resolution and briefed the Council on what other entities are doing to support the State's recommendation. Viafore commented that in light of the Governor's new state-wide mask requirement, this resolution may be confusing to residents. Nixon commented that COVID cases are rising and it is important to show our support. George agreed that showing support is important and amplifies the message.

**Wittner MOVED to adopt Resolution No. 1659 encouraging Fircrest residents to wear face coverings when in outdoor or indoor public spaces; seconded by Nixon.** George invited Councilmember comments; Nixon asked if we have PPE for the public or just for city staff. Police Chief John Cheesman reported that he has been able to acquire PPE for staff and the public as they enter our buildings, but he has not requested PPE for the public distribution. He will ask the Department of Emergency Management about availability. George invited public comment; none were provided. **The motion carried (7-0)**

**CITY MANAGER COMMENTS**

City Manager Pingel briefed the Council on the Alameda Overlay project curb and gutter bid alternate and would like Council feedback. Pingel would like to use the storm fund rather than the street fund. Viafore commented that he would like to be presented with both financing options and is concerned about the longevity of rolled curbing. Pingel reported that the remote attendance exception is set to expire at the end of the month and would like to extend the motion. **Viafore MOVED to extend remote meeting attendance through December 31, 2020; seconded by Nixon.** George invited Councilmember comments; there was a brief discussion held on the importance of continuing the remote meetings and maintaining social distancing while the COVID cases are on the rise. George invited public comment; none were provided. **The motion carried (7-0).**

Pingel also commented that the staff would like Council feedback on canceling events and programming through the summer months. **Viafore MOVED to suspend all public gatherings and recreation programs through September 30, 2020; seconded by Reynolds.** George invited Councilmember comments; discussions included revisiting the suspension in the future as needed and the importance of canceling events due to the public not wearing masks at the garage sale event. A brief discussion was held on non-Fircrest sponsored sports clubs utilizing our facilities considering the canceling of Fircrest sponsored programming. George invited public comment; none were provided. **The motion carried (7-0)**

**DEPARTMENT HEAD COMMENTS**

Police Chief Cheesman reported that he has canceled the Law Enforcement Youth Camp and received some sad news about the recent passing of former Community Service Officer Burleigh Rowan. Cheesman also reported that he is moving forward with the policy changes and will now be reporting the use of force data to the FBI.

**COUNCILMEMBER COMMENTS**

- Viafore commented that Council has missed two performance reviews for City Manager Pingel and encouraged the Mayor to file a Memorandum of Understanding to satisfy the contract. Viafore also commented that we would like to have the staff present the current financial outlook for the pool and community center in the future.
- Reynolds commented that she did receive a few complaints about non-compliance of mask-wearing on the Public Works crew and during the garage sale event and hope with the new mask requirements that these issues will be mitigated. Reynolds would also like to report that there is promising research about treatment options and concurred with Councilmember Nixon that we must continue to wear masks and stay inside as much as possible.
- Wittner thanked the public who attended this evening and thanked City Manager Pingel for the reader board posting about wearing masks.
- Barrentine thanked City Manager Pingel for putting the best interest of the city staff at the forefront of his decisions and thanked the public for their attendance.
- Waltier commented that we need to continue to stick together through the pandemic and public safety is very important.
- Nixon commented that if the public wants a school year this upcoming Fall, staying home and wearing masks can help make that happen.
- George expressed his condolences to the entire police department about the recent passing of Burleigh Rowan and thanked Chief Cheeseman for his dedication in moving forward with his police policy review. George asked for an update about waving the sidewalk café seating regulations or allowing the use of a parking stall as extra seating considering the current health emergency. City Manager Pingel reported that the staff has been in contact with businesses and is awaiting the application paperwork. He also stated that the staff could use our special use permit to allow for a quick approval process. Viafore commented that approval is multifaceted and includes the Department of Health and the ADA requirements. The consensus was to gather more information and speak to our City Attorney to better understand liabilities and requirements. George lastly thanked the public who attended the meeting this evening.

**EXECUTIVE SESSION**

No executive session was scheduled.

**ADJOURNMENT**

**Wittner MOVED to adjourn the meeting at 8:45 P.M., seconded by Reynolds. The Motion Carried (7-0).**

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Hunter T. George, Mayor

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Jayne Westman, City Clerk

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:**                    **Ordinance to amend FMC 3.12.070 Relating to Exemptions to Competitive Bidding Requirements**

**ITEM: 10A**

**DATE:**                                **July 14, 2020**

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**RECOMMENDED MOTION:** I move to adopt Ordinance No. \_\_\_\_\_, amending Section 1 of Ordinance No. 1127 and FMC 3.12.070 relating to exemptions to competitive bidding requirements.

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**PROPOSAL:** Council is being asked to approve the ordinance changing the competitive bidding requirements to allow cooperative purchasing agreements (piggybacking) with other agencies for the purchase of commodities or services as permitted by state law and where it is determined by the City Manager to be in the best interest of the city.

Section 3.12.070 (f) Petty Cash is being deleted since it does not apply to this section (exemption to competitive bidding) and is covered under Ordinance #1628.

**FISCAL IMPACT:** The City will save time and money by not having to perform competitive bids.

**ADVANTAGES:** Allows the City to enter into cooperative purchasing agreements (piggybacking) with both in state and out of state cooperatives.

**DISADVANTAGES:** Requires the City to document that the cooperative agency meets all bidding requirements required by city and state laws.

**ALTERNATIVES:** Not approve the ordinance.

**Attachment(s):** [Proposed Ordinance \(redline\)](#)



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**CITY OF FIRCREST  
ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF FIRCREST,  
WASHINGTON, AMENDING SECTION 1 OF  
ORDINANCE NO. 1127 AND FMC 3.12.070 RELATING  
TO EXEMPTIONS TO COMPETITIVE BIDDING  
REQUIREMENTS.**

**WHEREAS**, the City Council of the City of Fircrest desires to amend FMC 3.12.070 with regards to exemptions to competitive bidding requirements; and

**WHEREAS**, the City of Fircrest has determined that it is in the best interest of the City of Fircrest to amend the exemptions to competitive bidding requirements of FMC 3.12.070; Now, Therefore,

**THE CITY COUNCIL OF THE CITY OF FIRCREST DO ORDAIN AS FOLLOWS:**

**Section 1.** FMC 3.12.070 and Section 1 of Ordinance 1127 are hereby amended to read as follows:

**“3.12.070 EXEMPTIONS TO COMPETITIVE BIDDING REQUIREMENTS**

(a) Purchases which by their nature are not adapted to competitive bidding, such as purchases of repairs and purchases of items which may, as a practical matter, only be purchased from a single source, and purchases for repairs or additions to equipment owned by the city which may be more efficiently added to by a certain person or firm, shall not be subject to the competitive bidding requirements of this policy.

(b) RCW 39.30.045, Permits to Purchase, Auction, Closeout, Bankruptcy Sales. If an authorized purchasing coordinator determines that supplies, material, or equipment can be purchased at any public auction, closeout sale, bankruptcy sale or other similar sale, and makes a finding that a purchase at any such auction or sale will be made at a cost below market cost, the city manager may authorize said purchases.

(c) Exchanges. The city may by agreement exchange supplies, materials or equipment with other public agencies.

(d) Interlocal Agreements in Letting of Contracts for Commodities or Services. The city manager may enter into joint purchase agreements (piggybacking) with any and all other agencies for the purchase of any commodity or service as permitted by state law and, where it is determined by the manager to be in the best interest of the city.

1 (e) Emergency Purchases. In the event that an emergency should arise after office hours,  
2 which emergency requires immediate action on the part of the city department involved for  
3 the protection of the best interests of the city, or should such a situation arise on a Saturday,  
4 Sunday or holiday and where it is not possible or convenient to reach the city manager, any  
5 necessary purchase shall be made by the city department for which the purchase is  
6 necessary. The purchase shall be reported to the city manager at the first of the next  
7 business day. Publication notices may be waived for emergency purchases as provided by  
8 law. However, authorized employees must demonstrate a reasonable effort to contact two  
9 or more vendors for price quotations.

8 ~~(f) Petty Cash.~~

9 ~~(1) The treasurer may maintain a petty cash fund of up to \$575.00 to help~~  
10 ~~eliminate the issuance of purchase orders and claims vouchers for small items~~  
11 ~~needed immediately from vendors not having open purchase orders. No petty~~  
12 ~~cash purchase shall exceed \$25.00, except in emergencies. All requests for~~  
13 ~~petty cash funds or reimbursement of petty expenditures shall be reconciled~~  
14 ~~by a receipt or paid invoice along with a completed petty cash form.~~

14 ~~(2) Reimbursements and reconciliations of petty cash funds shall be made~~  
15 ~~within 30 days of the transaction. No personal checks shall be cashed out of~~  
16 ~~the petty cash fund.~~

16 (f) Real Property. Acquisition of real property is exempt from the competitive bidding  
17 requirements of this policy. Upon approval of the city council, the city manager may  
18 proceed to acquire real property through negotiation. Such negotiations shall be based upon  
19 an independent fee appraisal of the property. The city shall not pay more than fair market  
20 value for any real property without prior council approval. If the property is acquired in  
21 part or in whole with federal funds, such acquisition shall additionally comply with the  
22 Uniform Real Property Acquisition and Relocation Assistance Act of 1970, as amended.

22 (g) Purchases Between \$7,500 and \$15,000. Any purchase of supplies, material, or  
23 equipment except for public work or improvement, where the cost thereof exceeds \$7,500  
24 shall be made upon call for bids.

24 Bids shall be called annually and at a time and in the manner prescribed by ordinance for  
25 the publication in a newspaper of general circulation in the city of all notices or newspaper  
26 publications required by law. The contract shall be awarded to the lowest responsible  
27 bidder.

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For advertisement and formal sealed bidding to be dispensed with as to purchases between \$7,500 and \$15,000, the council or commission must authorize by resolution, use of the uniform procedure provided in RCW 39.04.190.

**Section 2**      Effective Date: This ordinance shall become effective five (5) days after passage, approval and publication as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 14th day of July 2020.

APPROVED:

\_\_\_\_\_  
Hunter George, Mayor

ATTEST:

\_\_\_\_\_  
Jayne Westman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael B. Smith, City Attorney

Publication Date:

Effective Date:

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**COUNCIL MEETING DATE:** July 14, 2020

**SUBJECT: 10B** Resolution authorizing execution of a cooperative purchasing agreement with OMNIA Partners, Public Sector

**FROM:** Colleen Corcoran, Finance Director

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_ authorizing the City Manager to execute an agreement with OMNIA Partners, Public Sector to provide participation in a joint purchasing cooperative program.

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**PROPOSAL:** Council is being asked to authorize the City Manager to execute an agreement with Omnia Partners, Public Sector to provide participation in a joint purchasing cooperative program.

Council is being asked for approval of this agreement for extra transparency desired for purchases relating to the use of the park bond funds.

**FISCAL IMPACT:** There is no cost to belong to the cooperative. The City will save time and money by not having to perform competitive bids.

**ADVANTAGES:** Omnia Partners makes available the required documents needed to meet the requirements of “piggybacking” with a cooperative purchasing program.

**DISADVANTAGES:** None.

**ALTERNATIVES:** Not use the cooperative program and go out for formal bid for the purchase of the tot lot swing set, pool room table and chairs and the pool deck equipment.

**HISTORY:** The City of Fircrest is currently registered as a participating agency with OMNIA Partners via National IPA since 9/26/2012. This agreement was executed by the City Manager without going to Council. The City’s purchasing policy at that time allowed interlocal agreements within the state to be approved by the City Manager as an exemption to the competitive bidding requirements. (3.12.070(d)). The purchasing policy has now been updated to allow the City Manager to enter into cooperative purchasing agreements both in-state and out of state if it satisfies all state requirements (RCW 39.34.030).

**Attachment(s):** [Resolution](#)  
[OMNIA Cooperative Purchasing Agreement](#)

**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 WITH  
OMNIA PARTNERS, PUBLIC SECTOR TO PROVIDE  
PARTICIPATION IN A JOINT PURCHASING  
COOPERATIVE PROGRAM.**

**WHEREAS**, the City of Fircrest has need of specialized goods and services; and

**WHEREAS**, OMNIA Partners, Public Sector has the required experience and expertise to provide such goods and services; 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 the agreement with OMNIA Partners, Public Sector to provide participation in a joint purchasing cooperative program.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 14<sup>th</sup> day of July, 2020.

APPROVED

\_\_\_\_\_  
Hunter T. George, Mayor

ATTEST:

\_\_\_\_\_  
Jayne Westman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael B. Smith, City Attorney



## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

### **RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby

acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-

procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY,  
A DELAWARE CORPORATION D/B/A  
OMNIA PARTNERS, PUBLIC SECTOR  
AND/OR COMMUNITIES PROGRAM  
MANAGEMENT, LLC, A CALIFORNIA  
LIMITED LIABILITY COMPANY D/B/A  
U.S. COMMUNITIES**



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Authorized Signature

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Name

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Title and Agency Name

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Date

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Signature

Sarah E. Vavra

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Name

Sr. Vice President, Public Sector Contracting

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Title

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Date



**NEW BUSINESS:**        **RecDesk Recreation Software Agreement**  
**ITEM 10C.**

**FROM:**                    **Parks & Recreation Director Jeff Grover**

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**RECOMMENDED MOTION:**    **I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute an agreement with RecDesk LLC for Recreation Software for the City of Fircrest Parks & Recreation Department.**

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**PROPOSAL:** The Council is being asked to authorize the City Manager to execute an agreement with RecDesk LLC for recreation software for the Parks & Recreation Department.

**FISCAL IMPACT:** The City of Fircrest will pay RecDesk the base subscription fee of \$4,400 per year along with a one-time Custom Financial System Extract Fee of \$1,200. If transactions processed through the system exceed \$500,000 in a given subscription year RecDesk will assess a .75% Variable Transaction Fee on a quarterly basis.

**ADVANTAGE:** By entering this agreement the City of Fircrest Parks & Recreation Department will be able to combine Program & Activity Management, Online Registration, Master Calendar, integrated Web Site Portal, Online Reservations, Membership Management, Facility Check-Ins, League Management, and Financial Reporting into one software program. RecDesk is ID and password protected and gives control over who has access and what each employee's role is. The community will be able to set up a household account to register for programs. Access RecDesk is via the public internet through a web browser and there are no restrictions as to how many employees or community members can access the system.

**DISADVANTAGES:** None

**ALTERNATIVES:** Do not authorize the agreement. Continue to conduct business as usual and research other software options.

**HISTORY:** The City of Fircrest Parks & Recreation and Finance departments have been researching software for several years. In recent years the software industry has changed by creating online platforms that are more affordable and easier to program and use. This past spring, the Parks & Recreation Staff increased research and narrowed in on RecDesk.

**ATTACHMENTS:** [Resolution Agreement Exhibit A](#)



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**APPROVED AS TO FORM:**

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Michael B. Smith, City Attorney

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**CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT**

**1. DATE AND PARTIES**

THIS AGREEMENT, for reference purposes only, is dated the 14<sup>th</sup> day of July 2020 and entered into by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the "City" and RecDesk LLC. A Connecticut LLC ("RecDesk"), hereinafter referred to as "Rec Desk" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

**2. PROJECT DESIGNATION**

The Consultant is retained by the City to perform the services as specified in Exhibit "A"- Services Provided (the "Services Provided") in connection with the project designated as Fircrest Recreation Software Services.

**3. SCOPE OF SERVICES**

The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit A, Services Provided, attached hereto, and incorporated herein by this reference. The Consultant agrees to perform the services including the provision of all labor, materials, equipment, and supplies as identified in Exhibit A. The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

**4. ASSIGNMENT**

The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

**5. NON-WAIVER**

A waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions.

**6. TERMS OF AGREEMENT**

Notwithstanding, the date of execution hereof, this Agreement shall be in effect July 14<sup>th</sup>, 2020 to July 13<sup>th</sup>, 2021, and may be renewed yearly thereafter. Either party may terminate this Agreement upon thirty (30) day's written notice to the other party.

**7. PAYMENT**

Upon receipt of an invoice from the Consultant, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize the work performed.

- a. **Base Subscription Fee.** The customer agrees to pay RecDesk a base subscription fee of \$4,440 per year. This fee is payable at beginning of new subscription year (6/1) and based on estimated system utilization numbers (i.e. Program Registrations, Reservations, Memberships, POS Transactions) provided by The Customer in November 2019 (see Appendix B).
- b. **Variable Transaction Fee.** The base subscription fee in (a) above covers the first \$500K worth of transactions processed through RecDesk in a given subscription year. Transactions processed through the system in excess of \$500K in a given subscription year will be assessed a .75% transaction fee.

These variable transaction fees, if applicable, will be billed and payable on a quarterly basis (or on other mutually agreed upon period). If the Customer does not process more than \$500K through RecDesk in a given subscription year, the Variable Transaction Fee does not apply.

**c. Training.**

1. Trainer-Led Online Training – \$0 (Included)
2. Onsite Training (Optional) - \$1000/day plus \$50 per diem plus all travel and lodging expenses
3. Subsequent Annual Term Refresher Training (Online Only) – First three (3) hours per year are free then \$100 per hour thereafter
4. Data Migration and Financial System Integration (optional)

**d. Data Migration and Financial System Integration (optional)**

1. Migration of Customer Data to RecDesk – one-time \$1200 fee
2. Custom Financial System Extract – one-time \$1200 fee
3. GIS Address Import for Residency – one time \$1200 fee

**e. Other Fees**

1. Customer Support - \$0 (Included)
2. Additional Workstation Licenses - \$0 (Unlimited)
3. Software Upgrades – Automatic - \$0 (Included)
4. Initial RecDesk Community portal configuration - \$0 (Included)
5. Subsequent subscription year term Community Portal Redesign/Refresh - \$0 (Included - first three (3) hours) - \$125 for each additional hour thereafter

**8. PERFORMANCE AND STANDARDS**

The consultant shall perform its work to conform to generally accepted professional standards. The consultant shall be responsible for the professional quality, technical adequacy, and accuracy, timely completion, and coordination of all plans, designs, drawings, and specifications prepared under this Agreement. Consultant shall, without additional compensation, correct or reverse any errors or omissions in such work.

**9. HOLD HARMLESS, DEFENSE, AND INDEMNITY**

With the exception of the sole negligence of the City, its employees, or elected officials, the Consultant shall protect, defend, indemnify, and hold harmless the City of Fircrest, its employees, directors, officers, and Councilmembers from any and all claims, demands, losses, actions, and liabilities to or by any person or entity arising out of all work, injuries, or property damage pursuant to this agreement, buildings, parking, grounds, or other property of any kind. This agreement includes both Personal Injury, Bodily Injury, Death or Property Damage as well as other loss or damage.

**10. INSURANCE**



**16. PREVAILING WAGES**

Prevailing wages are required for this contract.

**17. COMPLIANCE WITH CITY POLICY**

The Consultant shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.

**18. TAXES**

Consultant shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation and Workers Compensation Acts in so far as applicable to the performance of this Agreement.

**19. DAMAGE BY VANDALISM OR ACTS OF GOD**

It is understood and agreed that the Consultant shall not be responsible or required to repair, at the sole cost and expense of the Consultant, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Contractor or the Consultant's agents.

**20. SAFETY REQUIREMENT**

All work performed under the terms of this agreement shall be performed in such a manner as to provide maximum safety to the public and employees of the City of Fircrest.

**21. NON-DISCRIMINATION**

The Consultant agrees not to discriminate against any customer, employee, or applicant for employment, subcontractor, supplier or materialman, because of gender, sexual orientation, race, color, creed, religion, national origin, marital status, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

**22. SEVERABLE PROVISIONS**

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**23. INTEGRATED AGREEMENT**

This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations, or agreements, written or oral. This agreement may be amended only by a written instrument signed by both City and Consultant.

**24. OWNERSHIP OF SOFTWARE**

The customer agrees that it has no title or ownership in, or to, the software utilized by RecDesk to provide services, or any of its components, programming code or data structures ("Software"). The

Software shall remain at all times RecDesk's sole and exclusive property. The definition of "Software" shall also include any changes, customizations, added functions, or options and any other related items requested by the Customer and implemented by RecDesk. The obligations set forth in this Paragraph shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

**25. Warranty**

If the Customer determines that some functions within RecDesk are not performing up to required specifications, RecDesk will take commercially reasonable measures to remedy such a situation during the term of this Agreement at no additional charge to the Customer. RecDesk does not guarantee that it will implement all new enhancement requests but will make commercially reasonable efforts to provide features that perform as stated.

**DATED this 14<sup>th</sup> day of July 2020**

**CITY OF FIRCREST**

**CONSULTANT**

By: \_\_\_\_\_  
Scott Pingel, City Manager

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



**PARKS & RECREATION MANAGEMENT  
SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT BETWEEN  
THE CITY OF FIRCREST AND RECDESK LLC**

This PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT ("Agreement") is made as of this 16th of March, 2020 by and between RecDesk LLC., a Connecticut LLC ("RecDesk"), whose address is 300 Plaza Middlesex, Middletown CT 06457, and the city of Fircrest ("Customer") whose address is 115 Ramsdell Street Fircrest, WA 98466.

**1. Engagement.** Customer engages RecDesk to perform the services as specified in Exhibit "A" - Services Provided (the "Services Provided").

**2. Agreement Term.** The initial term of this agreement will be **6/1/2020 – 5/31/2021**. This Agreement will terminate and without further obligation on the part of Customer on 5/31/2021. This Agreement may be renewed by Customer for additional one-year terms with each term beginning on 6/1 and terminating on 5/31 of the following calendar year.

Customer and RecDesk hereby agree that this Agreement is terminable at will upon written notice by either party. Termination will be in written-form allowing 30-day notice. The parties agree to continue performance under the Agreement until the effective date of termination unless the parties mutually agree to an earlier termination date. Upon termination of this Agreement, the parties shall have no further liability or obligation except as explicitly provided hereunder as surviving termination of the Agreement. On termination with 30-day notice, Customer will receive a pro-rated refund equal to the full amount of the unused subscription funds.

### 3. Fees and Payment.

a. **Base Subscription Fee.** Customer agrees to pay RecDesk a base subscription fee of **\$4,440** per year. This fee is payable at beginning of new subscription year (6/1) and based on estimated system utilization numbers (*i.e. Program Registrations, Reservations, Memberships, POS Transactions*) provided by The Customer in November 2019 (see *Appendix B*).

b. **Variable Transaction Fee.** The base subscription fee in (a) above covers the first \$500K worth of transactions processed through RecDesk in a given subscription year. Transactions processed through the system in excess of \$500K in a given subscription year will be assessed a .75% transaction fee. These variable transaction fees, if applicable, will be billed and payable on a quarterly basis (or on other mutually agreed upon period). If the Customer does not process more than \$500K through RecDesk in a given subscription year, the Variable Transaction Fee does not apply.

#### c. **Training.**

1. Trainer-Led Online Training – \$0 (Included)
2. Onsite Training (Optional) - \$1000/day plus \$50 per diem plus all travel and lodging expenses
3. Subsequent Annual Term Refresher Training (Online Only) – First three (3) hours per year are free then \$100 per hour thereafter

#### d. **Data Migration and Financial System Integration (optional).**

1. Migration of Customer Data to RecDesk – one-time \$1200 fee
2. Custom Financial System Extract – one-time \$1200 fee
3. GIS Address Import for Residency – one time \$1200 fee

#### e. Other Fees

1. Customer Support - \$0 (Included)
2. Additional Workstation Licenses - \$0 (Unlimited)
3. Software Upgrades – Automatic - \$0 (Included)
4. Initial RecDesk Community portal configuration - \$0 (Included)
5. Subsequent subscription year term Community Portal Redesign/Refresh - \$0 (Included - first three (3) hours) - \$125 for each additional hour thereafter

**4. Indemnification and Hold Harmless.** Contractor agrees to defend, indemnify and hold harmless Customer, its officers, employees, representatives, and agents from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by Customer or others, in any way arising out of Contractor's breach of the Agreement or out of services and operations performed hereunder by Contractor, including Customer's reliance on or use of the services or products provided by Contractor under the terms of this Agreement. Contractor shall not be liable for any loss or damage attributable solely to the negligence of Customer.

**5. No Agency Relationship.** This Agreement shall establish no agency relationship with Contractor and Contractor shall be deemed an independent offeror. Contractor shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by Contractor shall be employees of said Contractor and not employees of the Customer in any respect.

**6. Nondisclosure.** Contractor agrees that it will not divulge to third parties without the written consent of Customer any information obtained from or through Customer in connection with the performance of this Agreement.

7. **Entire Agreement.** This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification or discharge is sought.

8. **Governing Law and Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of Washington and venue shall be exclusively in the State of Washington.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

10. **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested to the parties at the following addresses:

To Customer:

Attn: Jeff Grover  
City of Fircrest, WA  
115 Ramsdell Street  
Fircrest, WA 98466  
253.564.8901

To RecDesk LLC

Attn:

Mike Morris  
300 Plaza Middlesex  
Middletown, CT 06457

**11. Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**12. Insurance.** During the term of this Agreement, RecDesk shall maintain the following insurance coverages

Worker's Compensation – Statutory  
Coverage Professional Liability - \$1MM per  
claim Comprehensive General Liability \*\*

Bodily Injury - \$250K each person/\$500K each occurrence  
Property Damage - \$100K each occurrence/\$100K  
aggregate

*\*\* The City of Fircrest will be listed as  
additional insured*

**13. Ownership of Software.** Customer agrees that it has no title or ownership in, or to, the software utilized by RecDesk to provide services, or any of its components, programming code or data structures ("Software"). The Software shall remain at all times RecDesk's sole and exclusive property. The definition of "Software" shall also include any changes, customizations, added functions, or options and any other related items requested by the Customer and implemented by RecDesk. The obligations set forth in this Paragraph shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

**14. Warranty.** If the Customer determines that some functions within RecDesk are not performing up to required specifications, RecDesk will take commercially reasonable measures to remedy such situation during the term of this Agreement at no additional charge to the Customer. RecDesk does not guarantee that it will implement all new enhancement requests but will take commercially reasonable efforts to provide features that perform as stated.

IN WITNESS WHEREOF, the parties hereto have caused  
this  
Agreement to be executed as of the day and year first above written.

CUSTOMER

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RECDESK

Name: Michael J.Morris

Signature: \_\_\_\_\_

Title: President

Date: 4/23/2020

## **Exhibit "A" - Services Provided**

Services provided by RecDesk to the Customer under this agreement include the following:

Access to RecDesk Director and RecDesk Community (the Software) – RecDesk grants non-exclusive license during the term of this contract for the Customer and “customers” of the Customer access to the Software.

Customer employees will have access to RecDesk Director as well as administrative access to the RecDesk Community portal. Community Members (the “Public”) will only have access to the RecDesk Community portal. Access to both RecDesk Director and RecDesk Community is via the public internet through a web browser and there are no restrictions as to how many Customer employees or community members can access the system.

RecDesk Director is Id and Password protected with Customer having control over who currently has access and what their Role is. RecDesk Community is not password protected (for viewing) but community members will have to set up a household account to register for programs.

Customer access includes, but is not limited to, the following core RecDesk features: *Program & Activity Management, Online Registration, Master Calendar, Facility Scheduling, Full WebSite (Community CMS), Online Reservations, Membership Management, Facility Check-ins, League Management and Reporting.*

Availability – RecDesk provides 24 x 7 access to the system with a guaranteed up time of 99%. For larger system upgrades or platform maintenance there may be planned down time. This is usually scheduled in

the early AM hours on weekends and reasonable advanced notice is given.

Customer Support – RecDesk provides phone support from 8AM-5PM EST at 1-860- 467-4325. This is included as part of this agreement and there is no additional cost. We also provide for email support 24 x 7 at [support@recdesk.com](mailto:support@recdesk.com). The system itself is monitored 24 x 7. Any service interruptions trigger alerts and are dealt with immediately.

Online Help and self-service documentation is available at <http://help.recdesk.com>

Credit Card Processing and Merchant Services – RecDesk will integrate with Customer’s preferred merchant account provider at no cost to the Customer via a RecDesk supported payment gateway. The Customer maintains a separate agreement with merchant and gateway provider and is responsible for any fees or transaction costs therein incurred.

Data Backups - RecDesk performs full-backups on both the database and Customer portal data every night at 3AM EST. Additionally, incremental database log backups are made throughout the course of the day. Our network infrastructure is housed at Amazon Web Service’s (AWS) northern VA data center.

Exporting of Data – If the Customer no longer wishes to utilize the services of RecDesk, their data can be exported into a CSV format. The cost for doing so is \$125 per hour and an estimate would be provided and agreed upon before commencement of extract.

Cardholder Data Security - To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <http://www.pcisecuritystandards.org>.



## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**COUNCIL MEETING DATE** July 14, 2020

**SUBJECT: 10D** Resolution Authorizing and Directing the City Manager to have the Police Chief Sign a MOU with other Pierce County Law Enforcement Executives in Regards to Investigating Officer Use of Deadly Force Incidents.

**FROM:** John Cheesman, Police Chief

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, a Resolution authorizing and directing the City Manager to have the Police Chief sign a Memorandum of Understanding with Pierce County Law Enforcement Executives with regards to investigating officers use of deadly force.

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**PROPOSAL:** Council is being asked to adopt a resolution authorizing and directing the City Manager to have the Police Chief sign a Memorandum of Understanding with the Pierce County Law Enforcement Executives with regards to investigating officer use of deadly force.

**FISCAL IMPACT:** No immediate fiscal impact. There may be some additional cost to train an officer if we decide to put an officer on the Pierce County Force Investigation Team.

**ADVANTAGE:** The purpose of the Pierce County Force Investigation Team (PCFIT) is to conduct independent, thorough, accurate, open, and unbiased investigations, in compliance with the Law Enforcement Training and Community Safety Act (LETCSA), RCW 10.114.001, and Chapter 139-12 WAC, for all officer-involved use of deadly force incidents that result in death, substantial bodily harm, or great bodily harm occurring within Pierce County.

**DISADVANTAGES:** None noted.

**ALTERNATIVES:** None noted.

**HISTORY:** The rules for Independent Investigations were born out of several months of back-and-forth talks with the “Statutory Stake Holders” named in the law that followed I-940. The rules and laws require that investigations be what the initiative said they would be-independent, meaning no one from the involved agency may participate following the initial response and protecting evidence. The community stakeholder groups felt strongly that there needed to be a civilian involved in the process to be part of the committee to review the qualifications and identify any conflicts of investigators involved in the case, as well as having access to briefings. The community member(s) appointed should have credibility with and ties to communities impacted by police use of deadly force. The rules are written to require confidentiality. The designation of civilian(s) is the responsibility of the Chief or Sheriff.

**Attachments:** [Resolution](#)  
[Interagency Agreement](#)

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**CITY OF FIRCREST  
RESOLUTION. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING AND DIRECTING  
THE CITY MANAGER TO HAVE THE POLICE CHIEF SIGN A  
MEMORANDUM OF UNDERSTANDING WITH PIERCE COUNTY  
LAW ENFORCEMENT EXECUTIVES WITH REGARDS TO  
INVESTIGATING OFFICER INVOLVED USE OF DEADLY FORCE  
INCIDENTS.**

**WHEREAS**, the City of Fircrest is concerned about ensuring independent, thorough, accurate, appropriate and unbiased investigations for all officer-involved use of deadly force incidents that result in death, substantial bodily harm, or great bodily harm; and

**WHEREAS**, the Pierce County Force Investigation Team will conduct criminal investigations to develop relevant information to allow a determination of the presence or absence of criminal culpability on the part of those involved in the incident; and

**WHEREAS**, the purpose of the investigations shall be to inform any determination of whether the use of deadly force met the “good faith” standard of RCW 9A.16.040 and satisfied other applicable laws and policies; and

**WHEREAS**, it is the desire of various law enforcement agencies within Pierce County to be members of the Pierce County Force Investigation Team; and

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

**Section 1.** The City Manager is hereby authorized and directed to have the Chief of Police sign a Memorandum of Understanding with Pierce county Law Enforcement Executives with regards to investigating officers' use of deadly force.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,  
WASHINGTON**, at a regular meeting thereof this 14<sup>th</sup> day of July 2020.

APPROVED:

\_\_\_\_\_  
Hunter T. George, Mayor

ATTEST:

\_\_\_\_\_  
Jayne Westman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael B. Smith, City Attorney

**Pierce County Force Investigation Team  
Memorandum of Understanding**

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**SECTION 1. STATEMENT OF PURPOSE**

The Mission and Purpose of the Pierce County Force Investigation Team (PCFIT) is to conduct independent, thorough, accurate, appropriate, open, and unbiased investigations, in compliance with the Law Enforcement Training and Community Safety Act (LETCSA), RCW 10.114.011, and Chapter 139-12 WAC, for all officer-involved use of deadly force incidents that result in death, substantial bodily harm, or great bodily harm occurring within Pierce County.

The PCFIT will conduct criminal investigations to develop relevant information to allow a determination of the presence or absence of criminal culpability on the part of those involved in the incident. The purpose of investigations shall be to inform any determination of whether the use of deadly force met the “good faith” standard of RCW 9A.16.040 and satisfied other applicable laws and policies.

Once a PCFIT investigation has been completed and submitted to the prosecutor for final review, it shall be made available to the involved agency for their internal use and disclosure.

Investigations shall follow the rules of law established by the state and federal constitutions, statutory and case law which apply to criminal investigations. The investigation shall be performed in a manner that provides both the appearance and the reality of an independent, thorough, fair, complete and professional investigation.

- **Our Goals:** To conduct professional multi-jurisdictional investigations of incidents of deadly force by law enforcement while promoting public trust through transparency and consistency.

**SECTION 2. MEMBER AGENCIES**

<b>Bonney Lake Police Department</b>	<b>Orting Police Department</b>
<b>Buckley Police Department</b>	<b>Pacific Police Department</b>
<b>Dupont Police Department</b>	<b>Pierce County Sheriff’s Department</b>
<b>Eatonville Police Department</b>	<b>Puyallup Police Department</b>
<b>Fife Police Department</b>	<b>Roy Police Department</b>

<b>Fircrest Police Department</b>	<b>Ruston Police Department</b>
<b>Gig Harbor Police Department</b>	<b>Steilacoom Department of Public Safety</b>
<b>Lakewood Police Department</b>	<b>Sumner Police Department</b>
<b>Milton Police Department</b>	<b>Tacoma Police Department</b>
	<b>Washington State Patrol</b>

### **SECTION 3. DEFINITIONS**

**Good faith:** An objective standard under RCW 9A.16.040, which shall consider all the facts, circumstances, and information known to the officer at the time to determine whether a similarly situated reasonable officer would have believed that the use of deadly force was necessary to prevent death or serious physical harm to the officer or another individual.

**Involved Agency:** The agency which employed or supervised the officer(s) who used deadly force.

**Venue Agency:** The agency having geographic jurisdiction of the incident. (This may or may not be the involved agency.)

**Member Agency:** Signatories to this agreement.

**Involved Officer(s):** Officer who used deadly force and is the subject of the investigation.

**Non-law Enforcement Community Representatives:** Civilians chosen by Member Agencies to carry out the duties assigned by WAC 139-12-030(2),(4).

**Witness Officer(s):** Officer involved in the incident who did not use deadly force.

### **SECTION 4. EXECUTIVE BOARD**

The Executive Board of the PCFIT shall consist of the Sheriff and Chief, or their designee, of each agency with personnel assigned to the Team. Representatives of the Prosecutor’s Office and the Medical Examiner’s Office will be invited to all Board meetings and their input may be solicited. For voting purposes and for decision making in administering this agreement, it will be the majority rule of the Executive Board.

The Chairperson of the Executive Board will be designated by the Pierce County Police Chiefs Association for a term of two years. The Chairperson of the Executive Board shall schedule a meeting of the Executive Board in January of each year. The purpose of the meeting will be to receive a comprehensive report from the PCFIT Commander(s) concerning activities of the Team over the past year, address issues pertaining to the operation and support of the Team, and address changes to the PCFIT protocol. Special meetings may be called at any time by a member of the Executive Board. Special meetings may also be requested by the PCFIT Commander(s).

## **SECTION 5. PCFIT COMMANDERS**

There will be at least two PCFIT Commanders. They will be the rank of lieutenant or higher and from different departments. The PCFIT Commanders shall have the responsibility to develop Standard Operating Procedure/Guidelines (SOP/G) and manage and coordinate the readiness and training of the Unit. Candidates for the PCFIT Commander position will be nominated by a member agency and selected by the Executive Board and will report directly to the Executive Board. The PCFIT Commanders will serve two years, but the term may be extended or terminated at the discretion of the Executive Board. A Commander must have strong interpersonal and leadership skills, with experience in complex criminal investigations and strong working knowledge of case law relevant to police use of force. A Commander shall not oversee, consult, or participate in any manner on any investigation where the Commander's employer is the involved agency.

## **SECTION 6. LEAD INVESTIGATORS**

There will be at least two Lead Investigators from different departments. The Lead Investigators will be qualified senior investigators with experience in criminal investigations. The Lead Investigators will be nominated by a member agency and selected by the PCFIT Executive Board. The Lead Investigators must have strong leadership and organizational skills and should have a working knowledge of the Incident Command System (ICS) and be prepared to assume command in the absence of the PCFIT Commander. The Lead Investigators will assist the PCFIT in the development of the SOP/G, oversee investigations and assign PCFIT resources as needed. Lead investigators shall not participate in, oversee, or assign resources to investigations involving officers from their employer agencies.

## **SECTION 7. INVESTIGATORS**

Investigators will be experienced officers with a background in criminal investigations. Investigators shall meet state law requirements for officers investigating use of deadly force. They must be adept at working with multiple agencies. The Investigators will be selected by the PCFIT Commanders with input from the non-law enforcement community representatives and the permission of the investigators agency's chief executive or designee.

## **SECTION 8. NON-LAW ENFORCEMENT COMMUNITY REPRESENTATIVES**

Each Member Agency shall appoint at least one civilian to fulfill the duties assigned by WAC 139-12-030, provided that Member Agencies may use Non-Law Enforcement Community Representatives appointed by other Member Agencies upon mutual agreement. The Executive

Board shall create a transparent process for soliciting names and creating a roster of individuals willing to serve in this capacity.

## **SECTION 9. TRAINING**

The Member Agencies will ensure that personnel assigned to PCFIT either have completed or will complete classes in the following core areas:

Criminal Investigations

Crime Scene Investigations

Basic Homicide Investigations

Interview and Interrogation

Officer Involved Shooting Investigations

LETCSA Violence De-escalation and Mental Health training

Assigned personnel are expected to complete all the core classes within two years of being assigned. In addition, member agencies are encouraged to provide their investigators with advanced training courses. These courses may include advanced homicide investigation, blood stain pattern analysis, crime scene photography/videography, and other classes relevant to their assignment with the PCFIT.

## **SECTION 10. ACTIVATION**

Upon request of the involved agency to investigate an officer-involved use of force resulting in substantial bodily harm, great bodily harm or death, the following Protocol shall automatically and immediately take effect:

- A Chief of Police, Sheriff, WSP Commander, or their designee, shall make the request for the PCFIT to South Sound 911 (SS911).
- SS911 shall contact the PCFIT Commander through standard call-out procedures identified on the PCFIT phone tree or contact list.
- The PCFIT Commander shall assign the Lead Investigator. The Lead Investigator shall be responsible for determining how many investigators will be needed during the initial response.
- The Lead Investigator, other investigators and crime scene processors called out shall not be from the involved agency.

## **SECTION 11. RESPONSIBILITIES**

- The involved agency shall make the initial request to activate the PCFIT.
- The involved agency will immediately secure the crime scene(s). This responsibility includes preservation of the integrity of the scene(s) and its/their contents, controlling access to the scene(s), and the identification and separation of witnesses. Use of allied agency resources may be necessary to accomplish this task.
- The venue agency, if not also the involved agency, shall make facilities and equipment available as needed by the PCFIT. No specialized equipment belonging to the involved agency may be used by the investigative team unless no reasonable alternative exists, the equipment is critical to carrying out the independent investigation, and the use is approved by the PFIT commander. If the equipment is used, the nonlaw enforcement community representatives on the PCFIT must be notified about why it needs to be used and steps taken to strictly limit the role of any involved agency personnel in facilitating the use of that equipment.
- The involved agency shall provide a command-level liaison and make appropriate department personnel available to provide information as needed for the investigation.

## **SECTION 12. AUTHORITY**

Once the PCFIT has agreed to investigate an incident as requested by the involved agency's chief executive, the PCFIT shall have sole and exclusive authority concerning the investigation of the incident. The PCFIT Commander(s) or designee will provide limited briefings about the progress of the investigation to the involved agency's designated command level liaison throughout the course of the investigation.

## **SECTION 13. INVESTIGATIVE PRIORITY**

The criminal investigation has investigative priority over the administrative investigation, and shall begin immediately after an incident has occurred. Provided, however, that the criminal investigation shall be conducted in a manner that does not inhibit the Involved Agency from conducting a timely administrative investigation.

## **SECTION 14. INVESTIGATIVE GOALS – SHARING OF INFORMATION**

The goal of the investigation is to develop all available relevant information about the incident. When the investigation is completed, including all forensic testing, toxicology report and autopsy reports, the case will be submitted to the County Prosecutor. The County Prosecutor will make a final determination as to whether the use of deadly force satisfies the statutory "good faith" standard, and on the presence or absence of criminal culpability on the part of the officers involved in the incident.



No information about the ongoing independent investigation will be shared with any member of the involved agency, except limited briefings given to the designated command level liaison of the involved agency about the progress of the investigation.

If the chief or sheriff of the involved agency requests that the PCFIT release the body cam video or other investigation information of urgent public interest, the PCFIT commander should honor the request with the agreement of the prosecutor.

The investigation may incidentally provide factual information to the involved agency's management for its internal use. While the Criminal Investigators do not direct their investigative attention to administrative concerns, it is recognized that the Criminal Investigation's results are of proper interest to agency management for its internal use, and those results are fully available for that purpose.

## **SECTION 15. INVESTIGATIVE REQUIREMENTS**

The investigation is required to follow the rules of law, which apply to all criminal proceedings; these include constitutional, statutory and case law. Investigators will maintain the integrity of the investigation by following the rules of evidence throughout the investigation.

The investigation will be performed in a manner that provides a thorough, fair, complete and professional investigation, free of conflicts of interest.

## **SECTION 16. COSTS**

Each member agency shall be responsible for their employees' wages and associated personnel costs. The involved agency shall be responsible for reasonable or extraordinary investigative expenditures (to include, but not limited to, hospital security). The involved agency shall be advised of all extraordinary costs associated with the investigation, but shall not have the power to veto or prohibit the expenditure of any necessary expenditures.

## **SECTION 17. EVIDENCE**

- Evidence Storage: All evidence shall be stored at a non-involved agency property room as designated by the PCFIT Commander. The PCFIT Commander shall coordinate with the member agency's chief executive or designee to ensure compliance with that agency's policies and procedures. The involved agency shall be responsible for storage and handling costs of extraordinary items such as vehicles, HAZMAT, etc.

- Evidence Retention: Evidence shall remain in the custody of the designated, non-involved agency property room until the Pierce County Prosecutor has reviewed the case and made a charging determination or has authorized the release of evidence.
  - If no charges are filed, all evidence will be transferred to the involved agency's property room.
  - If charges are filed, all evidence will remain in the custody of the designated, non-involved agency property room until the completion of the criminal prosecution. Once the criminal prosecution is completed all evidence will be transferred to the involved agency's property room.

## **SECTION 18. CASE FILES**

- All original reports, statements and other documentation related to the investigation will be electronically filed with SS911.
- While the investigation is in process and not yet forwarded to the prosecutor, access to the electronic case files will be restricted to personnel conducting the investigation. Under no circumstances will reports or other case material be disseminated without the written consent of the Commander.
- The complete investigation will be sent to the Pierce County Prosecuting Attorney's Office for review.
- Once the investigation is complete, the involved agency will be granted access to the case files to conduct their administrative investigation. The non-law enforcement PCFIT representatives shall also have access to the completed case file. Public dissemination of the case files shall be consistent with state law.

## **SECTION 19. VEHICLE INCIDENTS**

When requested, the PCFIT will investigate incidents in which the use of a vehicle is an intentional use of force that causes substantial bodily harm, great bodily harm or death. In these investigations, the PCFIT may utilize experienced Collision Reconstructionists and other appropriate resources.

This section is not to imply that the PCFIT will be activated in a police involved collision causing great bodily harm or death where the collision was not a result of an intentional use of force.

## **SECTION 20. COMMAND STAFF BRIEFING**

The purpose of this briefing is to advise the Command Staff from the involved agency the status of the incident and to determine what information is appropriate for media releases. In

addition to the Command Staff from the involved agency, the attendees to this meeting typically will consist of the PCFIT Commander and Lead Investigator.

## **SECTION 21. PHYSICAL EVIDENCE COLLECTION, PRESERVATION, AND ANALYSIS**

Member agencies having the capability to assist PCFIT Investigators in the documentation of the scene(s) and to assist in the collection, preservation, and analysis of physical evidence may do so providing they possess the requisite training and experience, provided that agencies involved in the use of force shall not assist with the collection, preservation, or analysis of physical evidence.

Prior to final relinquishment of the scene, the Lead Investigator, crime scene Investigators/ professionals, and PCFIT Commander will confer to determine if the collection of evidence is complete.

## **SECTION 22. EMPLOYEE RIGHTS**

Law enforcement employees have the same rights and privileges regarding criminal investigative interviews that any other citizen would have, including the right to remain silent, the right to consult with an attorney prior to an interview, and the right to have an attorney present during the interview.

## **SECTION 23. OFFICER INTERVIEWS**

- Witness officers
  - Witness officers will provide a written report and/ or recorded interview as deemed appropriate by the Lead Investigator.
- Involved officers
  - Statements from the officers using force must be completely voluntary. Under no circumstances are investigators to take a compelled statement from the involved officer(s). Any compelled statements obtained in Administrative Investigations shall not be shared with the PCFIT investigative team.

## **SECTION 24. PUBLIC SAFETY STATEMENT**

Public Safety Statements should be taken with consideration of the Involved Agency's policies, procedures and documents. The public safety statement may include:

- Any outstanding suspects
- Location of evidence
- Location of potentially injured people

- Any general public safety concerns

## **SECTION 25. REPORT WRITING**

1. All investigators participating in the criminal investigation will write reports documenting their participation.
2. The Investigators within each investigative team will allocate and divide among themselves the responsibility for documenting interviews and observations.
3. Prompt completion of reports is essential. All involved agencies and investigators will strive for report completion within 7 days of any investigative activity. The Medical Examiner's report may be delayed beyond 30 days pending results of some scientific tests.

## **SECTION 26. PUBLIC TRANSPARENCY AND MEDIA RELATIONS**

The PCFIT Commander shall provide public updates about the investigation a minimum of once per week, even if there is no new progress to report. When an investigation is complete, the information will be made available to the public in a manner consistent with applicable state law.

The PCFIT Executive Board shall ensure that all the following is made available to the public:

- The names of the members, supervisors, commanders, and non-law enforcement community representatives on the PCFIT.
- The PCFIT policies and procedures

During investigations, the PCFIT commander shall insure that all state law requirements for notification of family members and Tribes are followed.

1. PCFIT: Once the PCFIT has initiated an investigation, all media releases related to the investigation shall be made by the PCFIT Public Information Officer (designated by the PCFIT Commander) after consultation with the involved agency's chief executive or designee, and after review by the PCFIT's non-law-enforcement community representatives. The PCFIT may release information typically on the day of the incident, an intermediate news release, and then a release when the complete investigation is sent to the Prosecutor.
2. THE INVOLVED AGENCY: The involved agency's Public Information Officer ("PIO"), or other official designee, will release information in coordination with PCFIT supervisors. It shall be the responsibility of the involved agency to determine when the involved

officer's name will be released to the public, pursuant to their policies and procedures and consistent with the requirements of state laws including the Public Records Act.

#### **SECTION 27. FAMILY AND TRIBAL LIAISONS**

The Lead Investigator will assign a liaison to the family of the person against whom deadly force has been used. The liaison will make every effort to keep the family informed of the status of the investigation and provide details that do not compromise the integrity of the investigation. A Tribal liaison shall be assigned if the person against whom deadly force was used is a member of a recognized Indian Tribe.

#### **SECTION 28. PROSECUTOR PROTOCOL**

The Lead Investigator will ensure adherence to the Pierce County Prosecutor's Officer Involved Fatal Incident Protocol. Questions regarding the Prosecutor's protocol or legal questions related to the investigation should be referred to the Pierce County Prosecuting Attorney's Office.

#### **SECTION 29. SANCTIONS/REMOVAL OF MEMBER AGENCY**

Willful violations of the protocol agreement will be brought to the attention of the Executive Board by the PCFIT Commander or Lead Investigator. The Executive Board, by majority vote, may elect to immediately stop the investigation and turn the investigation over to the involved agency for another independent agency to investigate. A member agency failing to abide by this agreement may also be removed from the PCFIT by a majority vote of the Executive Board.

#### **SECTION 30. TERM OF AGREEMENT**

This Agreement shall become effective on the date it is executed by all signing parties, and shall remain in full force and effect and is intended to be indefinite.

### **SECTION 31. TERMINATION**

A party may terminate this Agreement or, alternatively, withdraw its participation in the PCFIT by providing written notice to the chief law enforcement officer for each member agency of its intent to terminate or withdraw from this agreement. A notice of termination or withdrawal shall become effective upon the latter of: a) 30 days after service of the notice on the chief law enforcement officers for all member agencies; or b) at the conclusion of any PCFIT investigation that is pending on the date of the written notice of intent to terminate or withdraw from this Agreement.

### **SECTION 32. STATUS OF OFFICERS ASSIGNED TO PCFIT**

- Pursuant to RCW 10.93.050, each officer assigned to the PCFIT remains the employee of the party who hired the officer, and is not an employee of any other member agency.
- Member agencies shall not allow officers who have been disciplined for dishonesty, bias or improper use of force to be assigned to the PCFIT.

### **SECTION 33. LIABILITY, HOLD HARMLESS AND INDEMNIFICATION**

Pursuant to RCW 10.93.040, it is understood and agreed that each member agency, its agents, employees, and insureds do not, by virtue of these Protocols, assume any responsibility or liability for the actions of another agency's officers.

Each party hereto shall be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers to the fullest extent required by law, and shall save, indemnify, defend and hold harmless all other parties from such liability. In the case of negligence of more than one party to this Agreement, any damages shall be in proportion to the percentage of negligence attributed to each party, and each party shall have the right to contribution from the other party in proportion to the percentage of negligence attributed to the other party. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party. The provisions of this section shall survive the termination or expiration of this Agreement.

### **SECTION 34. DISPUTE RESOLUTION**

For the purpose of this Agreement, time is of the essence. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute.

### **SECTION 35. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference to this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement. To this end, the provisions of this Agreement are declared to be severable.

### **SECTION 36. MISCELLANEOUS**

Any provision of this Agreement that imposes an obligation that continues after termination or expiration of this Agreement shall survive the term or expiration of the Agreement and shall be binding on the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

### **SECTION 37. EXECUTION OF AGREEMENT**

This Agreement may be signed in counterparts by the parties. If the Agreement is signed by the parties in counterparts, it will be considered a fully executed Agreement.

# PCDFIT

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Print Name Title

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Signature Date  
**Bonney Lake Police Department**

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Print Name Title

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Signature Date  
**Buckley Police Department**

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Print Name Title

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Signature Date  
**DuPont Police Department**

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Print Name Title

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Signature Date  
**Eatonville Police Department**

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Print Name Title

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Signature Date  
**Fife Police Department**

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Print Name Title

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Signature Date  
**Fircrest Police Department**

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Print Name Title

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Signature Date  
**Orting Police Department**

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Print Name Title

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Signature Date  
**Pacific Police Department**

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Print Name Title

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Signature Date  
**Pierce County Sheriff's Department**

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Print Name Title

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Signature Date  
**Puyallup Police Department**

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Print Name Title

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Signature Date  
**Roy Police Department**

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Print Name Title

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Signature Date  
**Ruston Police Department**



# PCDFIT

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Print Name Title

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Signature Date  
**Gig Harbor Police Department**

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Print Name Title

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Signature Date  
**Lakewood Police Department**

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Print Name Title

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Signature Date  
**Milton Police Department**

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Print Name Title

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Signature Date  
**Washington State Patrol**

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Print Name Title

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Signature Date  
**Steilacoom Dept of Public Safety**

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Print Name Title

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Signature Date  
**Sumner Police Department**

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Print Name Title

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Signature Date  
**Tacoma Police Department**