

**FIRCREST CITY COUNCIL
REGULAR MEETING
AGENDA**

**TUESDAY, OCTOBER 11, 2022
7:00 P.M.**

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
- 5. CITY MANAGER COMMENTS**
- 6. DEPARTMENT HEAD COMMENTS**
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA** (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing *9 on your phone.)
- 9. COMMITTEE, COMMISSION & LIAISON REPORTS**
 - A. Administration
 - B. Environmental, Planning, and Building
 - C. Finance, IT, Facilities
 - D. Other reports
- 10. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks
 - B. Setting a public hearing on October 25, 2022, at 7:15 pm or thereafter to receive comments on the proposed development regulation text amendments relating to the Mildred Property Development Project
 - C. Setting a public hearing on October 25, 2022, at 7:15 pm or thereafter to receive comments on the 2023 preliminary budget.
 - D. Setting a public hearing on October 25, 2022, at 7:15 pm or thereafter to receive comments on the 2023 revenue sources.
 - E. Setting a public hearing on November 8, 2022, at 7:15 pm or thereafter to receive comments on the 2023 preliminary budget.
 - F. Approval of Minutes: [September 27, 2022, Special Meeting](#)
[September 27, 2022, Regular Meeting](#)
- 11. PUBLIC HEARING**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
 - A. [Resolution: Approval of Washington Traffic Safety Commission Interagency Agreement](#)
 - B. [Ordinance: 2nd reading of the budget with Ordinance for adoption](#)
 - C. [Resolution: Approval of Agreement between City of Fircrest and the Teamsters 117](#)
 - D. [Resolution: MOU Ratification Bonus Payment for Teamsters 117](#)
 - E. [Resolution: MOU Desk Study Audit with Teamsters 117](#)
 - F. No Action Taken: 2023 Preliminary Budget Discussion
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**

Join the Zoom *Dial-in Information:* 1-253-215-8782 *Webinar ID:* 838 2218 0448 *Password:* 312044

ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
27900	09/27/2022	10/11/2022	3647 Agrishop, Inc	34.17	Fuel Pump - JD 455
	548 65 48 11 O & M - Parks/Rec		501 000 548 Equipment Rent	34.17	Fuel Pump - JD 455
27901	09/27/2022	10/11/2022	3647 Agrishop, Inc	55.14	Carburetor - JD 455
	548 65 48 11 O & M - Parks/Rec		501 000 548 Equipment Rent	55.14	Carburetor - JD 455
Total Agrishop, Inc				89.31	
27983	10/04/2022	10/11/2022	3399 Angelel, Joellen	20.64	12-00020.0 - 3520 63RD AVE W
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (dep	-20.64	
27977	10/03/2022	10/11/2022	6018 Canon Financial Services Inc	159.67	Police Copier/Fax Rental Sept 2022
	521 22 45 00 Oper Rentals - Copier - Polic		001 000 521 General Fund	159.67	Police Copier/Fax Rental Sept 2022
27978	10/03/2022	10/11/2022	6018 Canon Financial Services Inc	564.31	Copier Rental - Sept 2022 - CH, Parks & Rec, Court, PW
	512 50 45 00 Oper Rentals - Copier - Cou		001 000 512 General Fund	141.08	Court 09/2022
	518 10 45 00 Oper Rentals - Copier - Non		001 000 518 General Fund	141.08	CH 09/2022
	531 50 45 00 Oper Rentals - Copier - Stor		415 000 531 Storm Drain	35.27	PW 09/2022
	534 10 45 02 Oper Rentals - Copier - Wat		425 000 534 Water Fund (dep	35.27	PW 09/2022
	535 10 45 00 Oper Rentals - Copier - Sew		430 000 535 Sewer Fund (dep	35.27	PW 09/2022
	542 30 45 00 Oper Rentals - Copier - Stre		101 000 542 City Street Fund	35.28	PW 09/2022
	571 10 45 01 Oper Rentals - Copier - Rec		001 000 571 General Fund	126.96	P / R 09/2022
	576 80 45 00 Oper Rentals - Copier - Park		001 000 576 General Fund	14.10	P / R 09/2022
Total Canon Financial Services Inc				723.98	
27969	10/03/2022	10/11/2022	8909 Cappiello, Suzanne A	125.00	Gym Fees Reimbursement - June - Oct 2022 (5 Months) S Cappiello
	524 20 20 00 Personnel Benefits - Building		001 000 524 General Fund	62.50	Gym Fees Reimbursement - June- Oct 2022 (5 Months) S Cappiello
	558 60 20 00 Personnel Benefits - Plannin		001 000 558 General Fund	62.50	Gym Fees Reimbursement - June - Oct 2022 (5 Months) S Cappiello
27923	09/29/2022	10/11/2022	6419 Carper, Josh	67.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27982	10/04/2022	10/11/2022	1633 Carter, Virginia	76.86	02-03370.2 - 1147 GARDEN CIRCLE

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343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-38.47	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-38.39	
27986	10/05/2022	10/11/2022	10229 Casey Civil, PLLC	2,902.75	P#68 44th St. Lift Station Project
594 35 63 03	Project Engineering Sewer C		432 000 594 Sewer Improven	2,902.75	P#68 44th St. Lift Station Project
27910	09/28/2022	10/11/2022	4313 Chuckals Inc	177.02	PW Supplies
531 50 31 01	Office Supplies - Storm		415 000 531 Storm Drain	44.25	PW Supplies
534 10 31 00	Office Supplies - Water		425 000 534 Water Fund (de	44.26	PW Supplies
535 10 31 00	Office Supplies - Swr Admin		430 000 535 Sewer Fund (de	44.26	PW Supplies
542 30 31 01	Office Supplies - Street Reg		101 000 542 City Street Fund	44.25	PW Supplies
27966	10/03/2022	10/11/2022	3555 Code Publishing Co	1,548.00	PW Ordinance
511 60 49 03	Codification Costs		001 000 511 General Fund	1,548.00	PW Ordinance
27913	09/29/2022	10/11/2022	6268 Cole-Parmer Instrument Company	180.28	Tisab Reagent Tablets & Dispensers for Fluoride Testing
534 80 41 00	Water Testing		425 000 534 Water Fund (de	180.28	Tisab Reagent Tablets & Dispensers for Fluoride Testing
27924	09/29/2022	10/11/2022	7918 Contreras, Alejandra	150.00	Spanish Interpreting (2 hrs), 2A0396272, 2A0396273, 2A0023136, 2A0023137
512 50 41 03	Prof Srvs - Interpreter		001 000 512 General Fund	150.00	Spanish Interpreting (2 hrs), 2A0396272, 2A0396273, 2A0023136, 2A0023137
27998	10/06/2022	10/11/2022	3573 Copiers Northwest Inc	32.29	Printer Police Usage 7/28/22-8/28/22
521 22 45 00	Oper Rentals - Copier - Polic		001 000 521 General Fund	32.29	Printer Usage 7/28/22-8/28/22
27999	10/06/2022	10/11/2022	3573 Copiers Northwest Inc	32.20	Copier Usage Police 8/14/22-9/13/22
521 22 45 00	Oper Rentals - Copier - Polic		001 000 521 General Fund	32.20	Copier Usage 8/14/22-9/13/22
28000	10/06/2022	10/11/2022	3573 Copiers Northwest Inc	326.47	Copier Usage 8/18/22 - 9/17/22 - City Hall, Court, Public Works, Parks/Rec
512 50 45 00	Oper Rentals - Copier - Cou		001 000 512 General Fund	16.76	Court 08/18/22 - 9/17/22
518 10 45 00	Oper Rentals - Copier - Non		001 000 518 General Fund	212.84	City Hall 08/18/22 - 9/17/22
531 50 45 00	Oper Rentals - Copier - Stor		415 000 531 Storm Drain	11.43	Storm 08/18/22 - 9/17/22
534 10 45 02	Oper Rentals - Copier - Wat		425 000 534 Water Fund (de	11.43	Water 08/18/22 - 9/17/22
535 10 45 00	Oper Rentals - Copier - Sew		430 000 535 Sewer Fund (de	11.43	Sewer 08/18/22 - 9/17/22
542 30 45 00	Oper Rentals - Copier - Stre		101 000 542 City Street Fund	11.43	Street 08/18/22 - 9/17/22

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571 10 45 01	Oper Rentals - Copier - Rec		001 000 571 General Fund	46.04	Rec 08/18/22 - 9/17/22
576 80 45 00	Oper Rentals - Copier - Park		001 000 576 General Fund	5.11	Parks 08/18/22 - 9/17/22
Total Copiers Northwest Inc				390.96	
27928 09/29/2022	10/11/2022	3589	Databar Inc	39.60	Statement Backer Changes
531 50 49 06	Mailing Service - Storm		415 000 531 Storm Drain	13.20	Statement Backer Changes
534 10 49 06	Mailing Service - Water		425 000 534 Water Fund (de	13.20	Statement Backer Changes
535 10 49 05	Mailing Service - Sewer		430 000 535 Sewer Fund (de	13.20	Statement Backer Charges
27904 09/27/2022	10/11/2022	5952	Dinwiddie II, Thomas	67.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27920 09/29/2022	10/11/2022	4858	Ewing Irrigation Products Inc	58.31	Irrigation Repair Parts - Parks
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	58.31	Irrigation Repair Parts - Parks
27915 09/29/2022	10/11/2022	3638	Fircrest Golf Club	1,346.61	Land Rental for Water Tank on Golf Course Property- Oct 2022
534 10 45 01	Land Rental/Water Tank		425 000 534 Water Fund (de	1,346.61	Land Rental for Water Tank on Golf Course Property - Oct 2022
28004 10/07/2022	10/11/2022	9338	Fuelman Fleet Program	3,460.58	Gas/Fuel September 2022
548 65 31 06	Facilities Gas		501 000 548 Equipment Rent	158.20	Facilities 09/2022
548 65 31 08	Police Gas		501 000 548 Equipment Rent	2,395.54	Police 09/2022
548 65 31 11	Parks/Rec Gas		501 000 548 Equipment Rent	243.26	Parks 09/2022
548 65 31 12	Street Gas		501 000 548 Equipment Rent	392.86	Street 09/2022
548 65 31 14	Wtr/Swr Gas		501 000 548 Equipment Rent	270.72	W/S 09/2022
27980 10/04/2022	10/11/2022	1230	Georgopolos, Mary	224.56	01-02205.1 - 431 FARALLONE AVE
343 10 00 00	Storm Drain Fees & Charges		415 000 340 Storm Drain	-49.78	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-54.45	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-120.33	
27894 09/27/2022	10/11/2022	10226	Graber, Sara	67.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27690 09/02/2022	10/11/2022	6774	Greenleaf Landscaping 1 Inc	4,823.25	Monthly Landscape Services - September 2022
518 30 41 01	Contract Maintenance		001 000 518 General Fund	3,626.40	Monthly Landscape Service - Sept 2022
542 80 49 03	Beautification Services (cont		101 000 542 City Street Fund	1,196.85	Monthly Landscape Service - Sept 2022

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27938	09/29/2022	10/11/2022	6774 Greenleaf Landscaping 1 Inc	770.00	Irrigation Repairs to Flower Beds in Front of Pool
	576 80 48 00	Rep & Maint - Parks	001 000 576 General Fund	770.00	Irrigation Repairs to Flower Beds in Front of Pool
Total Greenleaf Landscaping 1 Inc				5,593.25	
27962	10/03/2022	10/11/2022	311 Grover, Jeff	37.38	Straw Bales for Scarecrow Event
	573 90 49 01	Community Events	001 000 573 General Fund	37.38	Straw Bales for Scarecrow Event
27964	10/03/2022	10/11/2022	311 Grover, Jeff	18.00	Senior Morning Supplies
	571 10 31 02	Senior Supplies	001 000 571 General Fund	18.00	Senior Morning Supplies
Total Grover, Jeff				55.38	
27941	09/29/2022	10/11/2022	2456 Hamilton, Craig	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27934	09/29/2022	10/11/2022	3692 Home Depot Credit Services	40.83	Materials for Wall Repair in Basement
	518 30 31 02	Oper Sup/PSB Bldg	001 000 518 General Fund	40.83	Sheet Rock, Taping Knives, Drywall Repair Panel
27935	09/29/2022	10/11/2022	3692 Home Depot Credit Services	34.09	Repair to backside of Meter at the Pool
	576 20 31 03	Oper Supplies - Pool	001 000 576 General Fund	34.09	Solder Kit & Tape
27936	09/29/2022	10/11/2022	3692 Home Depot Credit Services	45.76	Repair to backside of Meter at the Pool
	518 30 31 00	Oper Sup/Facilities	001 000 518 General Fund	30.82	Hand Torch Cylinder
	576 20 31 03	Oper Supplies - Pool	001 000 576 General Fund	14.94	PVC & Cement
27957	10/03/2022	10/11/2022	3692 Home Depot Credit Services	19.28	Part to Repair Drawer for Rec Center
	571 10 31 01	Oper Supplies - Rec	001 000 571 General Fund	19.28	Part to Repair Drawer for Rec
Total Home Depot Credit Services				139.96	
27960	10/03/2022	10/11/2022	4131 Humane Society - Tacoma	688.50	October 2022 Boarding Contract
	554 30 41 00	Animal Control	001 000 554 General Fund	688.50	October 2022 Boarding Contract
27965	10/03/2022	10/11/2022	5644 Kinzner, Delores	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year

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27956	09/30/2022	10/11/2022	9860 Ledger Square Law	8,832.00	City of Fircrest - September 2022
	515 41 41 03	City Prosecutor	001 000 515 General Fund	8,832.00	City of Fircrest - September 2022
27961	10/03/2022	10/11/2022	9860 Ledger Square Law	4,815.00	City of Ruston - September 2022
	515 41 41 03	City Prosecutor	001 000 515 General Fund	4,815.00	City of Ruston - September 2022
Total Ledger Square Law				13,647.00	
27944	09/29/2022	10/11/2022	9704 Lindstrom, Lisa	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27899	09/27/2022	10/11/2022	6369 McLendon Hardware Inc (Tacoma)	24.43	Parts for John Deer 455
	548 65 48 11	O & M - Parks/Rec	501 000 548 Equipment Rent	24.43	Parts For JD 455
27917	09/29/2022	10/11/2022	7465 Merryweather, Caroline	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27968	10/03/2022	10/11/2022	10214 Michael E. Kosanovich	494.11	ASL Interpreting 9/13 & 9/27 Council Meetings (4.25 hrs plus mileage)
	511 60 41 00	Prof Svcs - Legislative	001 000 511 General Fund	494.11	ASL Interpreting 9/13 & 9/27 Council Meetings (4.25 hrs plus mileage)
27926	09/29/2022	10/11/2022	10227 Miller, Pamela	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27902	09/27/2022	10/11/2022	1952 Morasch, Lynn	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27927	09/29/2022	10/11/2022	6589 Murray, Smith & Associates Inc	8,100.00	2020 Water System Plan Updates thru 8/31/22
	534 10 41 00	Prof Svcs - Water	425 000 534 Water Fund (dep	8,100.00	2020 Water System Plan Updates thru 8/31/22
27940	09/29/2022	10/11/2022	7630 Nguyen, Margaret	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27903	09/27/2022	10/11/2022	10000 Onxley, Paula	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27908	09/28/2022	10/11/2022	3923 Orca Pacific Inc	940.50	Chlorine For Wells 1-4 (196 Gal)

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	534 80 31 03 Oper Supplies - Chlorine		425 000 534 Water Fund (de	940.50	Chlorine For Wells 1-4 (196 Gal)
27922	09/29/2022	10/11/2022	3923 Orca Pacific Inc	959.20	Chlorine for Pool (200 Gallons)
	576 20 31 01 Pool Supplies-Chemicals		001 000 576 General Fund	959.20	Chlorine for Pool (200 Gallons)
			Total Orca Pacific Inc	1,899.70	
27925	09/29/2022	10/11/2022	5030 Ostmann, Stephanie	67.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27937	09/29/2022	10/11/2022	3958 PC Budget & Finance - Jail	850.22	Jail Services - August 2022
	523 60 40 01 Jail		001 000 523 General Fund	850.22	Jail Services - August 2022
27931	09/29/2022	10/11/2022	8626 Pacific Office Automation Inc	144.03	Postage Meter Rental - Oct 2022
	518 10 42 01 Postage - Non-Dept		001 000 518 General Fund	144.03	Postage Meter Rental - Oct 2022
27997	10/06/2022	10/11/2022	3955 Petrocard Systems Inc	245.10	Gas/Fuel 09/2022
	548 65 31 11 Parks/Rec Gas		501 000 548 Equipment Rent	198.53	Parks 09/2022
	548 65 31 12 Street Gas		501 000 548 Equipment Rent	7.92	Street 09/2022
	548 65 31 14 Wtr/Swr Gas		501 000 548 Equipment Rent	38.65	W / S 09/2022
27970	10/03/2022	10/11/2022	10221 Petty Cash-ParksRec	20.50	Senior Morning Supplies
	571 10 31 02 Senior Supplies		001 000 571 General Fund	20.50	Senior Morning Supplies
27918	09/29/2022	10/11/2022	3982 Proforce Law Enforcement, Corp. Office	24.20	O-Ring Overhaul Kit
	521 22 35 00 Small Tools & Equip - Police		001 000 521 General Fund	24.20	O-Ring Overhaul Kit
27974	10/03/2022	10/11/2022	3986 Puget Sound Energy, BOT-01H	47.50	Natural Gas - Rec Center - September 2022
	571 10 47 00 Public Utility Services-Rec		001 000 571 General Fund	47.50	Natural Gas - Rec Center - September 2022
27975	10/03/2022	10/11/2022	3986 Puget Sound Energy, BOT-01H	1,526.09	Natural Gas - Pool/Bathhouse - September 2022
	576 20 47 00 Public Utility Services - Pool		001 000 576 General Fund	1,526.09	Natural Gas - Pool/Bathhouse - September 2022
			Total Puget Sound Energy, BOT-01H	1,573.59	
27905	09/27/2022	10/11/2022	3989 Puget Sound Regional Council	2,412.00	FY22 Membership Dues 7/1/22-6/30/23
	511 60 49 02 Dues, Memberships, Subscri		001 000 511 General Fund	2,412.00	FY22 Membership Dues 7/1/22-6/30/23

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27963	10/03/2022	10/11/2022	9690 Pure Water Aquatics	2,392.02	P#60 Suitmate Swimsuit Water Extractor
	594 76 62 03 Buildings & Structures		301 000 594 Park Bond Capit	2,392.02	P#60 Suitmate Swimsuit Water Extractor
27972	10/03/2022	10/11/2022	5710 Rainier Connect, Mashell Telecom	106.95	Internet Access Fee - City Hall - Oct 2022
	518 81 42 00 Communication/Internet - I/		001 000 518 General Fund	106.95	Internet Access Fee - City Hall - Oct 2022
27958	10/03/2022	10/11/2022	4754 Reitz, Sheila	67.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27933	09/29/2022	10/11/2022	337 Roberts, Christopher	25.00	Gym Fees Reimbursement - July 2022
	521 22 20 00 Personnel Benefits - Police		001 000 521 General Fund	25.00	Gym Fees Reimbursement - July 2022
27930	09/29/2022	10/11/2022	4026 S & B Inc	3,140.23	Engineering & Design Svcs. for Weathervane Booster VFD Replacement
	594 34 63 02 Project Engineering Water C		426 000 594 Water Improven	3,140.23	Engineering & Design Svcs. for Weathervane Booster VFD Replacement
27895	09/27/2022	10/11/2022	4035 Sarco Supply	202.42	Janitorial Supplies - PSB
	518 30 31 02 Oper Sup/PSB Bldg		001 000 518 General Fund	202.42	Janitorial Supplies - PSB
27896	09/27/2022	10/11/2022	4035 Sarco Supply	679.95	Janitorial Supplies - Rec Bldg
	571 10 31 04 Janitorial Supplies-Rec Bldg		001 000 571 General Fund	679.95	Janitorial Supplies - Rec Bldg
27897	09/27/2022	10/11/2022	4035 Sarco Supply	62.83	Janitorial Supplies - Rec Bldg
	571 10 31 04 Janitorial Supplies-Rec Bldg		001 000 571 General Fund	62.83	Janitorial Supplies - Rec Bldg
27898	09/27/2022	10/11/2022	4035 Sarco Supply	240.70	Janitorial Supplies - City Hall
	518 30 31 04 Oper Sup/CH		001 000 518 General Fund	240.70	Janitorial Supplies - City Hall
			Total Sarco Supply	1,185.90	
27995	10/05/2022	10/11/2022	6088 Sentinel Pest Control Inc	110.00	Pest Control - City Hall - 10/2022
	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	110.00	Pest Control - City Hall - 10/2022
27996	10/06/2022	10/11/2022	6088 Sentinel Pest Control Inc	196.35	Pest Control - PW - 10/2022
	531 50 48 00 Rep & Maint - Storm		415 000 531 Storm Drain	49.09	Pest Control - PW - 10/2022
	534 50 48 01 Rep & Maint - Water Maint		425 000 534 Water Fund (dep	49.09	Pest Control - PW - 10/2022

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535 50 48 00	Rep & Maint - Sewer Maint		430 000 535 Sewer Fund (dep	49.09	Pest Control - PW - 10/2022
542 30 48 01	Rep & Maint - Street Maint		101 000 542 City Street Fund	49.08	Pest Control - PW - 10/2022
Total Sentinel Pest Control Inc				306.35	
27916	09/29/2022	10/11/2022	7308 SiteCrafting Inc	99.00	Monthly Hosting - CityofFircrest.net - September 2022
518 81 41 02	Web Design & Maintenance		001 000 518 General Fund	99.00	Monthly Hosting - CityofFircrest.net - September
27942	09/29/2022	10/11/2022	4084 Staples Business Advantage	16.81	Office Supplies - Court
512 50 31 00	Office & Oper Sup-Court		001 000 512 General Fund	16.81	Office Supplies - Court
27943	09/29/2022	10/11/2022	4084 Staples Business Advantage	109.99	Office Supplies - Court
512 50 31 00	Office & Oper Sup-Court		001 000 512 General Fund	109.99	Offices Supplies - Court
Total Staples Business Advantage				126.80	
27976	10/03/2022	10/11/2022	10228 Sullivan, Tricia	75.00	Security Deposit Refund - Inv # 0019043, 9/17/22
582 10 00 00	Deposit Refunds		001 000 580 General Fund	75.00	Security Deposit Refund - Inv # 0019043, 9/17/22
27932	09/29/2022	10/11/2022	4107 Summit Law Group	1,088.00	Legal Consulting PW - August 2022
531 50 41 00	Prof Svcs - Storm		415 000 531 Storm Drain	272.00	Legal Consulting PW - August 2022
534 10 41 00	Prof Svcs - Water		425 000 534 Water Fund (dep	272.00	Legal Consulting PW - August 2022
535 10 41 00	Prof Svcs - Sewer		430 000 535 Sewer Fund (dep	272.00	Legal Consulting PW - August 2022
542 30 41 00	Prof Svcs - Street		101 000 542 City Street Fund	272.00	Legal Consulting PW - August 2022
27967	10/03/2022	10/11/2022	4328 Systems for Public Safety Inc	128.56	#66368D - Ford Interceptor - LOF; Safety Inspection
548 65 48 08	O & M - Police		501 000 548 Equipment Rent	128.56	#66368D - 2018 Ford Interceptor - LOF; Safety Inspection
27973	10/03/2022	10/11/2022	9888 T-Mobile (Cell Phone Bill)	1,185.26	City Cell Phones & Air Cards 09/2022
513 10 42 00	Communication - Admin		001 000 513 General Fund	28.05	City Manager 09/2022 - C Corcoran
513 10 42 00	Communication - Admin		001 000 513 General Fund	10.56	City Manager 09/2022 - S Pingel
518 30 42 00	Communication - Fac/Equip		001 000 518 General Fund	89.09	Maint. Lead, 2 Workers 09/2022
521 22 42 00	Communication - Police		001 000 521 General Fund	699.94	Police Officers, Chief and Air Cards 09/2022
524 20 42 00	Communications- Bldg		001 000 524 General Fund	14.85	Admin Svcs Dir. 09/2022
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	59.71	Public Works Crew, Director, Billing Clerk 09/2022

ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 10 42 00	Communication - Water		425 000 534 Water Fund (dep	59.71	Public Works Crew, Director, Billing Clerk 09/2022
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (dep	59.70	Public Works Crew, Director, Billing Clerk 09/2022
542 30 42 00	Communication - Street		101 000 542 City Street Fund	59.70	Public Works Crew, Director, Billing Clerk 09/2022
558 60 42 00	Communications - Planning		001 000 558 General Fund	14.85	Admin Svcs Dir. 09/2022
576 80 42 00	Communication - Parks		001 000 576 General Fund	89.10	P/R Director, Events, Maint. Worker 09/2022
27984	10/04/2022	10/11/2022	4322 Tacoma, City of - POWER	3,294.65	Power - Various Locations - September 2022
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (dep	2,803.72	PW High/Low Water Tank, Well #6, 7, & 8, Weathervane Booster 09/2022
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (dep	430.86	Pumps/LS Power 09/2022
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fund	22.07	Traffic Control 09/2022
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fund	11.75	Street Lights 09/2022
548 65 47 00	Utilities ShopGarage		501 000 548 Equipment Rent	26.25	F&E Garage Power 09/2022
27981	10/04/2022	10/11/2022	1941 Thumann, Patty	13.57	04-00050.8 - 437 SPRING ST
343 10 00 00	Storm Drain Fees & Charges		415 000 340 Storm Drain	-31.62	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (dep	26.68	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (dep	-8.63	
27939	09/29/2022	10/11/2022	9003 U.S. Bank St. Paul	300.00	Fiscal Agent Fee For Park Bond
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capit	300.00	Fiscal Agent Fee For Park Bond
27985	10/05/2022	10/11/2022	5934 US Bank, City Hall Account	1,612.29	P-Card Charges through 9/25/22
512 50 31 00	Office & Oper Sup-Court		001 000 512 General Fund	82.47	Cable for Motu Stand Recorder; Judge & Pro Tem Robe Alterations
513 10 31 00	Office & Oper Sup - Admin		001 000 513 General Fund	181.89	Banker Boxes (for grant); Annual Jotform Subscription
513 10 35 00	Small Tools & Equip - Admin		001 000 513 General Fund	474.03	Phone Case & Charger (CM Phone); Bench Legs for Table; SAA 1860 Shredder; Misc. Items for Admin Offices
514 23 31 00	Office & Oper Sup-Finance		001 000 514 General Fund	21.98	Toner Cartridge
514 23 35 00	Small Tools & Equip - Financ		001 000 514 General Fund	223.78	Office Supplies for Finance Offices
518 10 34 01	Central Office Supplies		001 000 518 General Fund	14.26	Misc Office Supplies
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	358.00	Passport Postage
524 20 31 00	Office & Oper Sup-Bldg		001 000 524 General Fund	127.94	Annual Jotform Subscription
558 60 31 00	Office & Oper Sup-Plan		001 000 558 General Fund	127.94	Annual Jotform Subscription
28005	10/07/2022	10/11/2022	8482 US Bank, Police Department Account	425.00	Registration & Tuition for IACP Training
521 22 49 02	Reg & Tuition - Police		001 000 521 General Fund	425.00	Registration & Tuition for IACP
27979	10/03/2022	10/11/2022	8483 US Bank, Public Works Dept Account	140.21	P-Card Charges through 9/25/22

ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
518 30 31 02	Oper Sup/PSB Bldg		001 000 518 General Fund	29.15	PSB First Aid Refill
531 50 31 01	Office Supplies - Storm		415 000 531 Storm Drain	27.13	Orange Door Hanger Paper
534 10 31 00	Office Supplies - Water		425 000 534 Water Fund (de	27.13	Orange Door Hanger Paper
535 10 31 00	Office Supplies - Swr Admin		430 000 535 Sewer Fund (de	27.13	Orange Door Hanger Paper
571 10 31 04	Janitorial Supplies-Rec Bldg		001 000 571 General Fund	29.67	Bathroom Scrub Pads & Drill
28002	10/06/2022	10/11/2022	8484 US Bank, Recreation Dept Account	1,834.20	P-Card Charges through 9/25/22
571 10 31 00	Office Supplies - Rec		001 000 571 General Fund	15.74	Office Supplies
571 10 31 02	Senior Supplies		001 000 571 General Fund	268.83	Senior Morning Supplies
571 10 31 03	Youth Supplies		001 000 571 General Fund	254.27	Pickleball Supplies, Nintendo Switch Games
571 10 49 00	Miscellaneous - Rec		001 000 571 General Fund	224.07	Banners for Events
573 90 49 01	Community Events		001 000 573 General Fund	215.45	Haunted Trails Supplies
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capit	855.84	Storage Supplies, SAA #1859 Nintendo Switch
28001	10/06/2022	10/11/2022	8873 Uni Selfie	1,250.00	Fun Days - Selfie Station
573 90 49 01	Community Events		001 000 573 General Fund	1,250.00	Fun Days - Selfie Station
27907	09/28/2022	10/11/2022	4178 University Place Refuse Inc	957.37	Street Dump Fees, Drop Box Rental - August 2022
531 50 47 01	Dumping Fees - Storm		415 000 531 Storm Drain	203.74	Street Sweeping
542 30 47 01	Dumping Fees - Street		101 000 542 City Street Fund	753.63	Drop Box Rental (Vegetation Streets)
27909	09/28/2022	10/11/2022	4179 Unum Life Insurance Company of America	46.80	Retired Benefits - Oct 2022
521 22 20 02	LEOFF I Long Term Care Prei		001 000 521 General Fund	46.80	Retired Benefits - Oct 2022
27921	09/29/2022	10/11/2022	339 Villamor, John	38.50	Police Dept. Tablecloth Cleaning
521 22 49 01	Uniforms/Clothing/Laundry		001 000 521 General Fund	38.50	Police Dept. Tablecloth Cleaning
28003	10/06/2022	10/11/2022	3645 WEX BANK, Wright Express FSC	888.44	Gas/Fuel September 2022
548 65 31 08	Police Gas		501 000 548 Equipment Rent	632.92	Police 09/2022
548 65 31 12	Street Gas		501 000 548 Equipment Rent	142.63	Street 09/2022
548 65 31 14	Wtr/Swr Gas		501 000 548 Equipment Rent	112.89	W/S 09/2022
27919	09/29/2022	10/11/2022	4229 Washington State Patrol	600.00	Access User Fee - 3rd Quarter 2022
521 22 41 03	WACIC/NCIC		001 000 521 General Fund	600.00	Access User Fee - 3rd Quarter 2022
27906	09/28/2022	10/11/2022	4231 Water Mgmt Labs Inc	161.00	Coliform Testing - August 2022
534 80 41 00	Water Testing		425 000 534 Water Fund (de	161.00	Coliform Testing - August 2022
27929	09/29/2022	10/11/2022	4231 Water Mgmt Labs Inc	114.00	Fluoride Testing - September 2022

ACCOUNTS PAYABLE

City Of Fircrest

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 80 41 00	Water Testing		425 000 534 Water Fund (de	114.00	Fluoride Testing - September 2022
Total Water Mgmt Labs Inc				275.00	
27914 09/29/2022	10/11/2022	5286	Winsupply	72.95	Valve Repair parts for Summit Island
542 80 31 04	Beautification-Supplies		101 000 542 City Street Fund	72.95	Valve Repair parts for Summit Island
27994 10/05/2022	10/11/2022	10035	Zoom Video Communications	1,385.43	Monthly Phone Rental - 9/30-10/30/22
518 10 42 00	Communication - Non Dept		001 000 518 General Fund	1,385.43	Monthly Phone Rental - 9/30 - 10/30/22

Report Total: 71,290.91

Fund	
001 General Fund	38,155.82
101 City Street Fund	2,528.99
301 Park Bond Capital Fund	3,547.86
415 Storm Drain	797.22
425 Water Fund (department)	14,224.44
426 Water Improvement Fund	3,140.23
430 Sewer Fund (department)	1,130.93
432 Sewer Improvement Fund	2,902.75
501 Equipment Rental Fund	4,862.67

This report has been reviewed by:

REMARKS:

Signature & Title

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Brett L. Wittner called the special meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Joe Barrentine, Hunter T. George, Nikki Bufford, and Jim Andrews were present.

AGENDA MODIFICATIONS

There were none.

MILDRED PROPERTY DEVELOPMENT PROJECT PRESENTATION

Administrative Services Director Westman and City Attorney Zeinemann provided a brief overview of best practices for RCW 42.36 and Fircrest City Council Rules No. 16, the appearance of the fairness doctrine and quasi-judicial matters regarding the pending zoning map amendment application and to stray away from discussions involving the PROS plan - open spaces. Zeinemann stated that the Council may discuss the proposed text amendments.

There was a brief discussion on public outreach.

Westman provided a brief overview of Alliance Residential’s Mildred Street Prose Development application.

Alliance Residential’s Development Director, Garrett Hodgins, provided an overview of their master plan for a mixed-use campus, also known as Prose, for the 2119 Mildred Street property. Hodgins highlighted their proposal to modify development regulation text amendments within the Form-Based Code.

Discussions included maximum storefront ceiling heights, land use application timelines, Hearing Examiner Public Hearing, and commercial spaces.

ADJOURNMENT

Viafore MOVED to adjourn the meeting at 6:43 P.M., seconded by Bufford. The Motion Carried (7-0).

Brett L. Wittner, Mayor

Jayne Westman, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Wittner called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Joe Barrentine, Hunter T. George, Nikki Bufford, and Jim Andrews were present.

PRESIDING OFFICER’S REPORT

Wittner reported that Interim City Manager Corcoran will be on vacation from December 28, 2022, to January 11, 2023.

CITY MANAGER COMMENTS

There were none provided.

DEPARTMENT HEAD COMMENTS

- Public Works Director Bemis reported that T-Mobile and Sprint are removing their equipment from the high tank near Lowe’s and that there were five water shut-offs for this utility billing cycle. Lastly, the facilities department is working on winterizing all systems and creating staff winter work plans.
- Parks & Recreation Director Grover reported that the department did not receive any proposals for the Fircrest Tennis Court Resurfacing RFQ and is planning to readvertise in 2023. Grover reported that he will meet with Landscape Architect, Robert W. Droll for the Fircrest Park improvements. Lastly, Grover stated that he is working on the RFP for the Whittier Master Plan.
- Administrative Services Director Westman requested feedback for the Prose Mildred Property development. Westman thanked Permit Coordinator, Suzie Cappiello, for her service. Wittner requested that at the next regular meeting, on October 11th, 2022, the Council set a public hearing for October 25th, 2022, on the consent calendar.

COUNCILMEMBER COMMENTS

- Andrews commented on the plaque at the community center. There was a discussion held on the councilmember recognition plaque at the community center and pool.
- Bufford; no comment.
- George thanked the meeting attendees and Suzie Cappiello.
- Barrentine thanked the Fircrest soccer staff.
- Reynolds stated that the community center groundwork started before 2018.
- Viafore commented on Jolibois’ service and stated that the previous City Manager presented the list of names for the community center and pool plaques.
- Wittner thanked the meeting attendees and asked for the cost of a replacement plaque. Grover stated that the cost is between \$2,800 and \$3,000.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Wittner invited public comment. The following individuals provided public comment:

- Vince Navarre, 1205 Del Monte Ave, commented on the City proclamations.
- Morgan Medlock, 1228 Eldorado Ave, commented on the political signs being removed.
- Evan Lee, 514 Ramsdell St, commented on the addition of bike lanes.
- Brian Rybolt, 1036 Daniels Dr, commented on Council districts.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks & Recreation

George reported that he provided an overview at the September 19th, 2022 study session.

B. Pierce County Regional Council

Reynolds reported that Pierce County Sheriff Ed Troyer presented at PCRC and emphasized staffing shortages and their impacts. Lastly, Reynolds stated that PCRC is soliciting topics for the PCRC legislative agenda. All topics should be sent to Brynn Brady at Ceiba Consulting.

C. Public Safety, Courts

Viafore reported that the Court Administrator and Judge are tracking legislative issues that could have an impact on Municipal Courts. Viafore also reported that the Civil Service will be conducting Lateral Police Oral Boards soon. Lastly, Viafore reported that Chief Cheesman is monitoring Pierce County Jail impacts and that the Fircrest Police Department can book arrestees dependent on their crime.

D. Street, Water, Sewer, and Storm Drain

Barrentine reported on Public Works Department staffing, restriping of Regents Blvd and Alameda Ave intersections, the replacement of the Fircrest Municipal sign, and pool winterization.

Public Works Director Bemis stated that the department is assessing all crosswalk markings.

Viafore requested that the Claremont Street sign be placed on the solar panel post for emergency purposes. Bemis stated that he will identify proper placement.

George stated that the Pierce County’s Sheriff Department’s message should be relayed on Town Topics.

E. Other Liaison Reports

None provided.

CONSENT CALENDAR

Wittner requested the City Clerk read the Consent Calendar: approval of Voucher No. 218558 through Voucher Check No. 218610 in the amount of \$200,794.24; approval of Payroll electronic funds transfer in the amount of \$130,645.42; approval of September 13, 2022, Regular Meeting minutes; approval of September 19, 2022, Study Session Meeting minutes as corrected; **Reynolds MOVED to approve the Consent Calendar as read; seconded by Barrentine. The Motion Carried (7-0).**

PUBLIC HEARING

There was none.

UNFINISHED BUSINESS

There was none.

NEW BUSINESS

A. Resolution No. 1787: Adopting the 2020 Comprehensive Water System Plan

Public Works Director Bemis briefed the Council on the 2020 Water System Plan Update and highlighted that the financial analysis within the plan identifies a 2% rate increase per year. **Bufford MOVED to adopt Resolution No. 1787, authorizing the City Manager to approve the 2020 Water System Plan Update; seconded by George.** Wittner invited councilmember comments. Viafore thanked Bemis for his efforts. George stated that the City’s water system is healthy. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

B. No Action Taken: 1st Reading of the 2nd 2022 Budget Amendment

Interim Finance Director Chambers briefed the Council on the request for additional appropriations for anticipated revenues and expenditures not provided for in the Adopted 2022 Budget. There was a brief discussion on addressing the City’s revenue.

C. Resolution No. 1788: Appreciation of Joe Harrison's Public Service

Administrative Services Director Westman briefed the Council on the Resolution of Appreciation for Commissioner Harrison to recognize and thank his contributions to the City of Fircrest. **Viafore MOVED to adopt Resolution No. 1788, recognizing Joe Harrison’s 35 years of dedicated service to the City of Fircrest Civil Service, and Planning Commission; seconded by George.** Wittner invited councilmember comments. Viafore commented on Harrison’s dedication to the City and stated that Harrison is the longest-serving public official in Fircrest. George thanked Harrison for his years of service. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

D. Presentation of the 2023 budget

Interim City Manager Corcoran presented the 2023 proposed budget to the Council and stated that hard copies are available to be picked up at City Hall. Corcoran highlighted impacts on the budget to include a Consumer Price Index at 9.5%, a three-year banked plus a one percent property tax increase, and ARPA funds. Corcoran reported that the preliminary budget will be available on the City’s website. Wittner invited councilmember comment. George requested that the City’s website have more information about the City Manager’s proposed budget.

Viafore stated that the Council has not given Interim City Manager Corcoran goals per her contract and would like to set a motion. **Viafore MOVED to have the quarterly and yearly written goals of the City Council be that Interim City Manager Corcoran continues the implementation of the 2022 budget, work on the 2023 budget, and assist department heads on their 2023 work plans; seconded by Barrentine.** Wittner invited councilmember comments. Viafore stated that the purpose was to remain in compliance with Corcoran’s contract. George commented on a comprehensive pedestrian safety plan. There was a brief discussion on staffing shortages and focusing on the budget. **The Motion Carried (7-0).**

CALL FOR FINAL COMMENTS

Andrews commented on Alameda Ave’s striping.

EXECUTIVE SESSION

At 8:17 P.M., Wittner reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed sixty (60) minutes to discuss labor negotiations per RCW 42.30.140 (4)(b) and to discuss potential litigation per RCW 42.30.110 (1)(i). Interim City Manager

Corcoran and City Attorney Zeinemann are invited to the Executive Session. Labor Attorney John Lee may be invited to discuss labor negotiations if needed.

ADJOURNMENT

Bufford MOVED to adjourn the meeting at 9:09 P.M., seconded by George. The Motion Carried (7-0).

Brett L. Wittner, Mayor

Jayne Westman, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE October 11, 2022

SUBJECT: Resolution Authorizing the City Manager to Execute an
Interagency Agreement with the WTSC

FROM: John Cheesman, Police Chief

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute an Interagency Agreement with the Washington Traffic Safety Commission allowing the Fircrest Police Department to assist in multi-jurisdictional DUI, Motorcycle, and Distracted Driving patrols.

PROPOSAL: The Council is being asked to adopt a resolution allowing the City Manager to execute an Interagency Agreement with the Washington Traffic Safety Commission allowing the City of Fircrest Police Department to assist in multi-jurisdictional DUI, distracted driving, and motorcycle patrols.

FISCAL IMPACT: We will be able to put additional officers on the street at little cost to our citizens. If approved, we will be receiving a grant to participate in various emphasis patrols. The grant money will be used to pay for the officer's overtime and benefits.

ADVANTAGE: This program has enabled us to put extra officers on the City of Fircrest streets at very little cost to our taxpayers. We have found this program to be very beneficial for our city. By participating in this program, our officers have made a positive statement to our community that we care about their safety. It has also allowed us to send a clear message that we will not tolerate DUI and or drugged driving. This is a wonderful program, which has been very well received and enthusiastically approached by our officers. By continuing to be a member of this multi-agency task force, we will be provided a great opportunity to work with and form close ties with officers from other jurisdictions around Pierce County.

DISADVANTAGES: None identified.

ALTERNATIVES: Not to participate in the DUI emphasis patrols.

HISTORY: Since 1998, the Fircrest Police Department has been participating with other agencies from around Puget Sound in doing traffic emphasis patrols. Many of the emphasis patrols will be conducted in our city and some will be targeted in other areas of the County. In support of this program, police agencies in Pierce County conduct traffic safety emphasis patrols on various nights throughout the year. Traditionally the most dangerous times of the year for motorists are selected to put extra officers on the street. We have been fortunate to receive grant dollars from the Washington Traffic Safety Commission to pay for the extra patrols.

The Interagency Agreement asks us to participate in DUI and other emphasis patrols during the following time frames:

- Holiday DUI Patrols: December 15, 2022, to January 1, 2023.
- U Drive. U text. U pay/Distracted Driving Patrols: April 3 - April 10, 2023.
- Click it or ticket: May 15, 2022, 8- July 24, 2022.
- Drive Sober or Get Pulled Over - August 16 - September 4, 2023

We will also be co-hosting an emphasis patrol during the weekend Cinco de Mayo is celebrated.

The following agencies are in the process of signing agreements with the Washington Traffic Safety Commission:

- Pierce County Sheriff's Department
- Tacoma Police Department
- Gig Harbor Police Department
- University Place Police Department
- Steilacoom Police Department
- DuPont Police Department
- Lakewood Police Department
- Milton Police Department
- Fife Police Department
- Orting Police Department
- Ruston Police Department
- Puyallup Police Department
- Steilacoom Police Department
- Sumner Police Department
- Bonney Lake Police Department
- Washington State Patrol
- WSLCB

By continuing to be a member of this multi-agency task force we will be provided a wonderful opportunity to work with and form close ties with officers from other jurisdictions around Pierce County.

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

**CITY OF FIRCREST
RESOLUTION. _____**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AN INTERAGENCY AGREEMENT
WITH THE WASHINGTON TRAFFIC SAFETY COMMISSION
ALLOWING THE FIRCREST POLICE DEPARTMENT TO ASSIST
IN MULTI-JURISDICTIONAL DUI, MOTORCYCLE, AND
DISTRACTED DRIVING PATROLS.**

WHEREAS, the City of Fircrest is concerned about the safety of all its citizens and property; and

WHEREAS, an entity known as the Washington Traffic Safety Commission has created the Tacoma/Pierce County DUI and Traffic Safety Task Force to assist in multijurisdictional high visibility emphasis patrols for the purpose of promoting the targeting, apprehending, and successfully prosecuting as many DUI violators as possible and for participating in motorcycle, and distracted driving focused patrols as part of a statewide high-visibility enforcement campaign; and

WHEREAS, it is the desire of the City Council to join other law enforcement agencies within Pierce County to participate in such a task force; and

WHEREAS, multi-agency participation in such a task force is possible by virtue of the Washington Mutual Aid Peace Officer Powers Act set forth in Chapter 10.93 R.C.W. and the Interlocal Cooperation Act set forth in Chapter 39.34 R.C.W.

Now, Therefore,

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

Section 1. The City Manager is hereby authorized and directed to execute an Interagency Agreement with the Washington Traffic Safety Commission.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON**, at a regular meeting thereof this 11th day of October 2022.

APPROVED:

Brett L. Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

The Fircrest Police Department _____

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and The Fircrest Police Department, hereinafter referred to as "SUB-RECIPIENT."

In FFY2023, the Washington Traffic Safety Commission has delegated the management and oversight of this project to the Washington Association of Sheriffs and Police Chiefs (WASPC) by contractual agreement. WASPC will act as WTSC's agent in the management and oversight of this project. WTSC will establish agreements with all participating agencies before transferring responsibility to WASPC. WTSC reserves the right to contact participating agencies regarding any elements of this contract.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project **2023-HVE-4687-Region 5 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region 5 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2023-HVE-4687-Region 5 Target Zero Task Force** was awarded to the **Region 5** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2022, and remain in effect until September 30, 2023, unless terminated sooner, as provided herein.

3. SCOPE OF WORK

Problem and Opportunity Statement

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, and distracted driving. In addition, nearly one in every three fatal crashes between 2016 and 2020 involved speeding as a contributing factor. Despite an increased seat belt use rate in 2021, the number of unrestrained fatalities and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities have increased over 30 percent and serious injuries have increased 58 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

In 2020, Washington experienced a 40 percent reduction in proactive traffic safety enforcement across the state.

Project Purpose and Strategy:

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 14, 2022 – January 1, 2023).
- Distracted driving enforcement during the Distracted Driving campaign (April 3 – 10, 2023).

- Seat belt enforcement during the Click It or Ticket campaign (May 15 – June 4, 2023).
- Impaired driving enforcement during the Summer DUI campaign (August 16 – September 4, 2023).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

Goal

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.
2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on an irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2022, Distracted Driving campaign in April 2023, Click It or Ticket campaign in May 2023, and Summer DUI campaign in August 2023).
NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.
2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.

3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. Participating officers should maximize their contacts during their patrols so that their activity contributes to the goals of the event.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is a best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Mentorship for Impaired driving:
The Task Force may engage a DUI mentorship program to train additional officers for DUI related activities. Best practice for DUI mentorship includes 16 hours of instructions to an officer wanting to engage further in DUI emphasis activities. Up to 16 hours of overtime or straight time will be approved to both mentor/mentees. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.

3.1. NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these.

Mobilization	Dates
Holiday DUI	December 15, 2022 – January 1, 2023
U Drive. U Text. U Pay.	April 3 – 10, 2023
Click It or Ticket	May 15 – June 4, 2023
It's a Fine Line (optional if funded)	July 7 – 23, 2023
DUI Drive Sober or Get Pulled Over	August 16 – September 4, 2023

3.2. COMPENSATION

3.2.1. Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.2.2. WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

10. FICA
11. Medicare
12. Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
13. Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used

for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.6. Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.7. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.8. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded **\$200,700** to the **Region 5 Traffic Safety Task Force** for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

The funding (Section 402, CFDA 20.600) for **Region 5** is as follows:

EMPHASIS PATROL

Impaired Driving Patrols	\$67,500
Distracted Driving Patrols	\$36,900
Click It or Ticket	\$27,900

Speed	\$40,500
Motorcycle Safety	\$27,900
TOTAL	\$200,700

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2023, **must be received by WTSC no later than August 10, 2023**. All invoices for goods received or services performed between July 1, 2023 and September 30, 2023, **must be received by WTSC no later than November 15, 2023**.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal

to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond.

Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR

CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference 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, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. If the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT, or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or

terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region 5 is:	The Contact for WTSC is:
John Cheesman Chief of Police Fircrest Police Department	Region 5 Target Zero Manager – VACANT Temporary point of contact is LEL: Sgt. Dave Obermiller Puyallup Police Department davido@puyallupwa.gov 253-841-5415	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

	WASHINGTON TRAFFIC SAFETY COMMISSION
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Budget Amendment 2nd Reading for Adoption
ITEM 13B
DATE: 10/11/2022
PRESENTED BY: Lindsay Chambers, Interim Finance Director

RECOMMENDED MOTION: I move to adopt Ordinance No. _____, authorizing revenues and expenditures of funds for matters not provided for in the Adopted 2022 Budget.

PROPOSAL: This is a request for additional appropriations for anticipated revenues and expenditures not provided for in the Adopted 2022 Budget.

FISCAL IMPACT: The fiscal impact of this proposal results in increases in expenditures with corresponding increases in revenue or corresponding decreases in fund balances as follows:

Fund	Account	Title	In(de)crease	
General	334.04.20.00	Planning Grant-Dept of Commerce	62,500	1
	345.81.00.01	Planning Permit	20,000	2
	367.00.00.02	Parks Donations	20,000	3
	518.30.10.00	Facilities-Salaries & Wages	3,400	4
	518.30.20.00	Facilities-Benefits	2,280	4
	558.60.41.00	Planning Professional Services	62,500	1
	558.60.41.00	Planning Professional Services	20,000	2
	558.60.49.02	Dues, Memberships & Subscriptions	3,000	5
	571.20.12.00	Recreation-Cas/Sea Salaries	(10,000)	6
	571.20.49.07	Recreation-Youth Basketball Referees	10,000	6
	573.90.49.01	Community Events	20,000	3
	576.20.11.00	Pool-Overtime	1,500	7
	576.20.20.00	Pool-Benefits	2,500	7
	576.20.31.01	Pool-Chemicals	6,000	7
	576.20.31.02	Pool-Janitorial Supplies	1,500	7
	576.20.43.00	Pool-Excise Tax	5,300	7
	597.10.00.05	Transfer Out to Water Cap Fund (ARPA)	93,000	8
	508.31.00.01	Restricted EFB-General ARPA	(93,000)	8
	508.91.00.01	Unassigned EFB General	(25,480)	4,5,7
	Street	595.32.63.06	Construction-Grant	16,200
508.91.01.01		Unassigned EFB-Street	(16,200)	9
Water	534.10.41.00	Water-Professional Services	34,000	10
	508.51.04.25	Assigned EFB-Water	(34,000)	10
Water Cap	397.00.00.14	Transfer In from General Fund (ARPA)	93,000	8
	594.34.63.01	Water Cap-Other Improvements (EFB)	322,062	11
	594.34.63.01	Water Cap-Other Improvements (ARPA)	6,162	8
	594.34.63.01	Water Cap-Other Improvements (ARPA)	111,308	8
	594.34.64.00	Water Cap-Machinery & Equip (EFB)	15,300	12

	508.31.04.26	Restricted EFB-Water Cap (ARPA)	(117,470)	8
	508.31.04.26	Assigned EFB-Water Capital	(337,362)	11,12
Sewer	535.50.48.00	Sewer-Repairs & Maint.	32,000	13
	535.60.44.02	Sewer-Sewer Treatment	200,000	14
	508.51.04.30	Assigned EFB-Sewer	(232,000)	13,14

The City of Fircrest adopts an annual budget at the fund level. The above adjustments will result in an Amended 2022 Budget by fund as follows:

2022 REVENUES, EXPENDITURES & BALANCES BY FUND				
FUND	ORIGINAL	B.A. #1	B.A. #2	AMENDED
General	10,230,277	1,317,119	(102,500)	11,444,896
Street	799,095	31,023		830,118
Park Bond Debt Srv	686,085	54,688		740,773
Park Bond Capital	1,424,615	(9,361)		1,415,254
Storm Drain	839,826	12,251		852,077
Storm Drain Capital	1,018,107	146,544		1,164,651
Water	1,492,302	214,513		1,706,815
Water Capital	980,987	16,348	93,000	1,090,335
Sewer	3,780,920	(90)		3,780,830
Sewer Capital	1,305,947	471,578		1,777,525
ERR	2,032,314	0		2,032,314
Police Investigation	12,500	13,985		26,485
REET	2,098,880	(40,674)		2,058,206
Cumulative Reserve	1,739,917	2,039,673		3,779,590
Total	28,441,772	4,267,597	(9,500)	32,699,869

ADVANTAGE: This proposal will provide the necessary budget for the following:

1. Grant revenue and expenditure for Planning Comp Plan update
2. Mildred Street project plan reviews
3. Additional donations received for Community Events
4. Promotion of Custodian to Maint. Worker I
5. Membership fee for SSHAP
6. SEEK grant program activities
7. Additional costs to operate pool
8. Water Capital projects funded by ARPA – Water Meter Project and Summit Water main
9. Retainage paid on Emerson Sidewalk P#63
10. 2020 Water System Plan update
11. Additional cost for Summit Water main
12. Additional cost for Weathervane Booster Pump
13. Drake Street L/S repairs
14. Increased cost of Sewer treatment

Attachment: [Ordinance](#)

**CITY OF FIRCREST
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF FIRCREST,
WASHINGTON, AMENDING ORDINANCE NO. 1683 TO
AUTHORIZE ADDITIONAL EXPENDITURES OF FUNDS FOR
MATTERS NOT FORESEEN AT THE TIME OF FILING THE
ANNUAL BUDGET FOR 2022; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the City anticipates certain revenues and expenditures not foreseen at the time of filing the Annual Budget for 2022; and;

WHEREAS, the City of Fircrest adopts an annual budget at the fund level and;

WHEREAS, the City of Fircrest adopted its 2022 Budget on November 9, 2021 through Ordinance #1679 and;

WHEREAS, the City amended its 2022 budget on April 12, 2022 through Ordinance #1683; and

WHEREAS, it is necessary to amend the adopted 2022 budget to defray the anticipated expenditures; Now, Therefore,

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

Section 1. The revenues and expenditures set forth in Section 2 below are not one of the emergencies specifically enumerated in RCW 35A.33.080.

Section 2. The anticipated revenues and expenditures will result in amendment of the 2022 Budget by fund as follows:

2022 REVENUES, EXPENDITURES & BALANCES BY FUND

<u>FUND</u>	<u>ORIGINAL</u>	<u>B.A. #1</u>	<u>B.A. #2</u>	<u>AMENDED</u>
General	10,230,277	1,317,119	(102,500)	11,444,896
Street	799,095	31,023		830,118
Park Bond Debt Srv	686,085	54,688		740,773
Park Bond Capital	1,424,615	(9,361)		1,415,254
Storm Drain	839,826	12,251		852,077
Storm Drain Capital	1,018,107	146,544		1,164,651
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Water Capital	980,987	16,348	93,000	1,090,335
Sewer	3,780,920	(90)		3,780,830
Sewer Capital	1,305,947	471,578		1,777,525
ERR	2,032,314	0		2,032,314
Police Investigation	12,500	13,985		26,485
REET	2,098,880	(40,674)		2,058,206
Cumulative Reserve	1,739,917	2,039,673		3,779,590

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Total 28,441,772 4,267,597 (9,500) 32,699,869

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 11th day of October 2022.

APPROVED:

Brett Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

Publication Date:
Effective Date:

FIRCREST CITY COUNCIL AGENDA SUMMARY

October 11, 2022

NEW BUSINESS: Resolution Authorizing the Execution of a Collective Bargaining Agreement with Teamsters Local Union No. 117

ITEM: 13C

FROM: Colleen Corcoran, Interim City Manager

RECOMMENDED MOTION: I move to adopt Resolution No.____, authorizing the City Manager to execute a collective bargaining agreement with Teamsters Local Union No. 117 for the period of October 11, 2022 through December 31, 2024.

PROPOSAL: To authorize the City Manager to execute a collective bargaining agreement with Teamsters Local Union No. 117 for the period of October 11, 2022 through December 31, 2024.

HISTORY: On January 4, 2022, the Washington Public Employment Relations Commission certified the Teamsters Union No. 117 as the exclusive bargaining representative for Public Works employees.

ADVANTAGE: Adoption of the resolution will bring the bargaining process to a close.

DISADVANTAGES: None.

FISCAL IMPACT: Effective upon ratification by both parties, all classifications shall receive a general wage increase of six point three percent (6.3%) as compared to the wage rates effective on December 31, 2021, except for the Custodian and Utility Billing Assistant . In addition to the general wage increase described herein, the Maintenance Lead shall receive a five point two percent (5.2%) market adjustment to the base wages, effective upon ratification by both parties. Beginning January 1, 2023 and continuing through the expiration of this Agreement, bargaining unit employees will receive any general wage or cost of living adjustment to base wages provided to all non-represented employees.

ALTERNATIVES: Take no action and do not agree to the collective bargaining agreement with the Teamsters Local Union No. 117. This will continue the bargaining process.

RECOMMENDATION: Staff recommends authorizing the City Manager to execute the agreement with Teamsters Local Union No. 117.

ATTACHMENTS: [Resolution](#)
[Collective Bargaining Agreement](#)

**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FIRCREST, WASHINGTON, AUTHORIZING THE
CITY MANAGER TO EXECUTE A COLLECTIVE
BARGAINING AGREEMENT WITH TEAMSTERS
LOCAL UNION NO. 117**

WHEREAS, the City of Fircrest has negotiated with Teamsters Local Union No. 117 to provide bargaining representation for the Teamsters Bargaining Unit consisting of but not limited to the Utility Service Person II, Maintenance Worker I, Maintenance Worker II, Maintenance Lead, Working Utility Foreman, and Utility Billing Clerk job classes; and

WHEREAS, the Teamsters Bargaining Unit members have agreed to ratify the October 11, 2022 through December 31, 2024 Collective Bargaining Agreement with the City of Fircrest; 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 October 11, 2022 through December 31, 2024 Collective Bargaining Agreement with Teamsters Local Union No. 117 by and between the City of Fircrest and the Teamsters Bargaining Unit.

Section 2. This Resolution shall take effect immediately upon adoption by a majority vote of the City Council.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 11th day of October 2022.

APPROVED:

Brett Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney



Fully Recommended Settlement Offer

By and Between

TEAMSTERS LOCAL UNION NO. 117

And

CITY OF FIRCREST – PUBLIC WORKS

October 11, 2022

Modify the current language as follows:

- *Change dates to reflect newly bargained term throughout the Contract.*
- *Anywhere he/him/his/her/she are referred amend to they/them.*
- *Anywhere there are numbers or dollar amounts add the words and vice versa.
Example: eighty percent (80%)*
- *Correct punctuation and grammar throughout as appropriate.*
- *Renumber to account for additions/deletions.*

ARTICLE I TERMS OF AGREEMENT

1.1 **Date and Parties.** This Agreement for reference purposes only, is dated the 11th day of October 2022 and is entered into by and between the City of Fircrest, a municipal corporation under the laws of the State of Washington and hereinafter referred to as the “Employer”, and the Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, herein referred to as the Teamsters or Union.

1.2 **Term.** This Agreement shall be effective on October 11, 2022 and shall continue in full force and effect until December 31, 2024. It is the intent of the parties to this Agreement that negotiations for a successor agreement shall commence no later than six months prior to the termination of the Agreement.

1.3 **Recognition.** The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time nonsupervisory public works employees, including but not limited to the Utility Service Person II, Maintenance Worker I, Maintenance Worker II, Maintenance Lead, Working Utility Foreman, and Utility Billing Clerk job classes employed by the City of Fircrest, for the purposes of bargaining



with respect to wages, hours, and working conditions and for the resolution of disputes. The term "Employee" shall mean a member of the Bargaining Unit covered by this Agreement.

1.4 Release Time for Union Business. Upon request by the Union, with reasonable notice relative to the duration of the requested leave period, the Employer will reasonably approve granting of a Leave of Absence without pay, unless it interferes or impacts the City's operations, for the period covered by this Agreement, without loss of continued accrual of seniority and aggregate company service or tenure status for all purposes, to an Employee who is a member of the Union in good standing and whom the Union may desire to have engage in the business of the Union.

1.5 Cost of Certifications. If an Employee is required to have special certification or licenses in order to be able to perform the Employee's job duties then the Employee is responsible for obtaining the initial certifications or licenses at the Employee's expense, as a condition of continued employment. The City will pay the cost of maintaining the certification or license. Provided, the Employer will pay for the physical examination and additional licensing expense required for continued certification for a Commercial Driver's License (CDL) if a CDL is required by the Employer. This includes the physical examination either paid directly to the City-approved vendor for this purpose or in a reimbursement to the Employee when the Employee chooses to use another physician. The reimbursement amount paid for the CDL physical examination will not exceed the amount the City pays to the City-approved vendor for this purpose. Provided further, if an Employee is requested by the Employer to obtain an additional certification or license that is not required by the Employee's job description, then the Employer shall pay the cost of acquiring and maintaining the certification or license.

ARTICLE II UNION RECOGNITION

2.1 Union Membership. All Employees working in the bargaining unit shall have the right to become a member of the Union. Union membership is the choice of the Employee. The Employer will furnish the Employees appointed into bargaining unit positions membership materials supplied by the Union. Should the City take receipt of any signed membership forms, such forms will be forwarded to the Union as soon as practicable, but in no case later than one (1) payroll cycle following the Employee's submission of a signed membership form to the City.

2.2 Dues Deductions. Upon receiving notice of an employee's authorization from the Union, the City will deduct from each employee's paycheck once each pay period uniform regular monthly dues and applicable application fees. Such dues and fees shall be forwarded to the Union at the address provided. An employee may revoke authorization for payroll deduction of dues, in accordance with the terms and conditions



of their membership authorization, by written notice to the Union. The Union will provide the Employer with a monthly list of all employees who are eligible for cancellation. The cancellation will become effective no later than the second payroll after receipt of the notice from the Union. The formula for calculating Union dues shall be uniform in nature for each employee in order to ease the City's burden of administering this provision. The actual dues amount shall either be a flat rate for all employees, or an amount based upon the hourly rate of each employee. When an employee quits, is discharged, or is laid off, any of the foregoing amounts due will be deducted from the last payroll.

2.3 Indemnity. The Union and Employee shall indemnify and save the Employer harmless against any and all claims, whether or not legal action is commenced, including all legal fees associated therewith, arising directly or indirectly from the Employer's actions pursuant to this Article.

2.4 Protection. The City and the Union recognize and will not interfere with the right of Employees to choose to become or not become members of the Union and agrees there shall be no discrimination, interference, restraint, or coercion by the City against any Employee because of his/her membership in the Union or for in good faith giving evidence or making a complaint with respect to an alleged violation of any provision of this Agreement. Provided, any alleged violation of this Section shall be processed utilizing steps 1 and 2 of the grievance procedure set forth in this Agreement prior to seeking relief through other statutory agencies or the court system.

2.5 New Hire Orientation. The Union through a Shop Steward or Union Representative shall have up to thirty (30) minutes during the employee's first ninety (90) days of employment to meet with the employee(s) for the purposes of filling out Union paperwork and orienting the employee to Union membership. Employee attendance at the union meeting is voluntary.

2.6 Union Access. The Employer will permit a duly authorized representative of the Union to have access to the Employer's premises during working hours for the purpose of adjusting grievances, subject to security regulations; provided that such representative does not unreasonably interfere with the Employer's operations.

2.7 Democratic Republican Independent Voter Education ("D.R.I.V.E."). The City agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the City of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The City shall transmit to:



D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue NW
Washington D.C. 20001

The City will send, on a monthly basis, one (1) check for the total amount deducted along with the name of each employee on whose behalf a deduction is made, and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of any applicable law. No deductions shall be made which are prohibited by applicable law.

The Teamsters acknowledge that any contribution made by an employee to D.R.I.V.E. shall be strictly voluntarily on the part of the employee. The Teamsters shall not pressure or otherwise coerce any employee to contribute to D.R.I.V.E.

2.8 Bulletin Boards. The City agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards shall be confined to official business of the unit that is of a nonpolitical, non-inflammatory nature, and not defamatory toward the Employer, its elected officials, or other personnel. The Teamsters will remove all dated material. All costs incident to preparing and posting the Teamsters material will be borne by the Teamsters and the Teamsters will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion.

ARTICLE III
MANAGEMENT RIGHTS

3.1 Management Rights. Subject to the terms and conditions of this Agreement, all of Management's inherent rights, powers, authority, and functions, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to the full and exclusive control, management and operation of its business and affairs; the determination of the scope of its activities, the business to be transacted, the work to be performed, and the methods pertaining thereto; the right to contract or subcontract any non-bargaining unit work so long as it does not result in a layoff of current employees; the right to make and enforce reasonable work rules and standards of performance; the right to fix standards of quality and quantity of work, the right to control the scheduling and recording thereof; the right to determine the number of Employees and the direction of the working forces; and the right to hire, select, train, discipline for cause (including the right to suspend and/or discharge), assign, promote, retire, and transfer its Employees, and the right to prohibit tobacco use in any form during working hours or on City property or within City equipment.



3.2 Restriction on Grievance Procedure. Management rights are not subject to the grievance procedure unless such rights are expressly limited by other provisions of this Agreement.

3.3 Health Standards. The Employer has the right to set and maintain physical and mental standards for its Employees and may require examinations. The Employer will pay the Employee for the time required for examinations at the regular rate of pay. The Employer may designate the licensed physician who shall be responsible for conducting any required examinations at Employer expense. The Employee may seek an examination (second opinion) by the Employee's own licensed physician at Employee's expense. However, in the event of any disagreement between the two physician's opinions, the Employee shall be reexamined by a licensed physician mutually selected by the Employer's and Employee's examining physician at no cost to the Employee.

ARTICLE IV STRIKES AND LOCKOUTS

4.1 Efficient and Uninterrupted Performance. The Teamsters and the City agree that the public interest requires the efficient and uninterrupted performance of emergency service. The Teamsters and the City agree that during the life of this Agreement the Teamsters will not cause, encourage, or participate in any strike (including strike picketing), slowdown, walk-out or work stoppage. Nothing in this Agreement shall prohibit political activity of individual members, or the Teamsters as prescribed in RCW 41.06.250. The Union shall take reasonable steps to avoid or eliminate any conduct contrary to this provision. So long as the Union and Employees are complying with the terms of this provision the Employer agrees that there will not be a lockout during the life of this agreement.

4.2 Violation. No individual shall receive any portion of their salary or benefits as provided by the City and in accordance with applicable law while engaging in activities in violation of this Article. Any individual employee striking or refusing to work may be subject to termination.

ARTICLE V CLOTHING AND EQUIPMENT

5.1 Tools. The Employer shall provide such tools as are necessary, in the Employer's opinion, subject to applicable safety regulations, to allow the Employees to adequately and safely perform the required work. Employees shall use reasonable care when assigned tools belonging to the Employer.

5.2 Clothing and Boots.



5.2.1 The Employer shall furnish “Carhartt” type overalls, leather gauntlet gloves, rain gear, hip boots, rubber boots, and rubber face gloves. It is the Employer’s sole discretion to determine the type, brand and quality of the equipment supplied. The City shall replace or repair the clothing listed in this subsection on an as needed basis as determined by the Public Works Director.

5.2.2 If the City requires a uniform, then it shall provide each Employee five (5) sets for each Employee, upon the date of hire. The Employee may receive up to two (2) new uniforms per year to replace worn out or damaged uniform clothing as determined by the Public Works Director. The Employees are required to wear a safety type utility boot. The Employer shall provide one pair of safety utility boots for all Employees upon the completion of the probationary period. The City shall replace or repair the boots on an as needed basis, as determined by the Public Works Director. If the boots have been improperly maintained or misused, then the Employee shall be responsible for their repair or replacement.

5.2.3 Employer provided clothing and boots shall only be used for City work.

ARTICLE VI LABOR/MANAGEMENT COMMITTEE

6.1 Membership. A Labor-Management Committee composed of not more than two (2) Employees, the Union Business Representative, and up to three (3) employer representatives shall be established. The respective choice of each party shall be recognized; however, each party shall notify the other party of change in representatives. In the interest of continuity, every effort will be made for the representatives to remain for the term of this contract and may be re-appointed.

6.2 Purpose. The Labor-Management Committee is intended to foster a relationship of mutual respect, open communications, responsible issue resolution and to discuss items of mutual concern. It is not intended to replace the dispute resolution process in the City's Human Resource Department.

6.3 Process. The Labor-Management Committee shall establish its own rules of procedures and shall meet whenever either the City or the Union requests a meeting. At the City’s option, meetings shall either be scheduled during or after the normally scheduled workday. If the City elects to hold the meeting during the workday, Employee participants shall be on paid status, not subject or counted toward an employee’s overtime pay.



ARTICLE VII VACATIONS

7.1 Scheduling. Scheduling is a management right but the Employer shall attempt to reasonably accommodate the desires of personnel. Only one Employee may be absent from each department at one time for vacation purpose or for the taking of unpaid time off unless otherwise agreed by the Employer.

7.2 Requests. Vacation requests should be submitted to the Employer as early in the calendar year as possible, but no later than April 1 of each year. Requests received after April 1 shall be allowed if work schedules and operations permit.

7.3 Accrual.

7.3.1 An Employee may accumulate up to two hundred forty (240) hours of vacation leave. Vacation earned in excess of said maximum shall be used by the end of the following pay period or forfeited unless the Employee and Employer agree otherwise in writing.

7.3.2 Vacation time shall be earned from the date of hire but may not be taken until the completion of the probationary period. Vacation leave shall be prorated and accrued at the end of each payroll period. Regular part-time Employees shall earn vacation on a prorated basis based on the number of scheduled work hours in the year.

7.4 Vacation Allowance. Employees shall receive vacation in accordance with the following schedule:

Continuous Service	Vacation Allowance
0 - 2 years	88 hours
3 years	96 hours
4 years	104 hours
5 years	112 hours
6 years	120 hours
7 years	128 hours
8 years	136 hours
9 years	144 hours
10 years	152 hours
11 - 14 years	160 hours
15 - 19 years	176 hours
20 years or over	184 hours



7.5 Termination of Employment. Upon termination of employment for any reason, the Employee shall receive additional compensation at the base wage rate for all accrued vacation, unless the vacation has been forfeited pursuant to paragraph 7.3.1 above. Employees dismissed during their probationary period will not receive additional compensation at the base wage rate for all accrued vacation.

ARTICLE VIII GRIEVANCE PROCEDURE

8.1 Grievance Defined. A grievance is any complaint by the Union, arising from the interpretation or application of this Agreement. It is the intent of the parties that all grievances be resolved at the lowest possible level and the Employer and the Union are encouraged to reach informal resolution of all grievances as quickly as possible before implementing the formal grievance procedure set forth in this Article.

8.2 Time Limits. Time limits referred to in this Article must be strictly adhered to unless mutually waived in writing by the Employer and the Union. Any deadline falling on a Saturday, Sunday, or observed holiday shall be extended to the following day. The failure of the Union to timely process the grievance pursuant to these time limits shall be deemed a waiver of the right to proceed with the grievance and conclusive proof that grievance has been resolved to the satisfaction of the grieving party. The failure of the City to timely respond to and/or process a grievance shall advance the grievance to the next grievance step, as provided in this Article.

8.3 Grievance Activities on Employee Time. All grievance activities shall be on the Employee's own time. The Employee shall not be paid for participating in the preparation of a grievance or in processing a grievance through the grievance procedure. Provided, however, the Employee shall be paid if any hearing or presentation is scheduled by the Employer during the Employee's normal work shift.

8.4 Content of Grievance. A grievance shall be in writing and contain the following information, to the extent known at the time of filing:

- a. The Employee's name;
- b. The date the event causing the grievance occurred;
- c. An explanation of the event which caused the grievance;
- d. The identification of witnesses, if any, that were present at the time the action causing the grievance occurred;
- e. The specific section of the Collective Bargaining Agreement which is alleged to have been violated;
- f. Specific remedy requested; and
- g. The Employee's signature or Union representative's signature if the Union is the grieving party.



8.5 Step 1 - Public Works Director. The Union shall submit a written grievance to the Public Works Director or designee within ten (10) calendar days of the occurrence which gave rise to the grievance or when the Union should have reasonably had first knowledge of the grievance. Response from the Public Works Director or designee shall be made in writing and delivered to the Union within ten (10) calendar days of the receipt of the original grievance.

8.6 Step 2 - City Manager. If the grievance is not resolved at Step 1, then the Union shall submit the written grievance to the City Manager or designee within ten (10) calendar days of receiving a response from the date the grievance was filed with the Public Works Director or designee. Response from the City Manager or designee shall be made in writing and delivered to the Union within ten (10) calendar days from the date the City Manager or designee received the Step 2 grievance.

8.7 Step 3 - P.E.R.C. If the grievance is not resolved at Step 2, then the Union may submit the written grievance to the Washington P.E.R.C for mediation, or otherwise proceed to Step 4, within twenty (20) calendar days from the date of receiving the decision at Step 2. After engaging in good faith efforts to resolve the grievance through mediation, either party may declare a deadlock in writing to the other party.

8.8 Step 4 – Arbitration. Grievances not resolved under the above steps may be referred to arbitration by either party to this Agreement. Within twenty (20) calendar days from the date that a deadlock is declared by both Parties at Step 3 or following the City Manager or designee’s response at Step 2 if the parties do not mediate, the Union shall submit to the City its written demand for arbitration. All parties agree to use binding arbitration by selecting an arbitrator through the Washington Public Employment Relations Commission panel of arbitrators.

8.8.1 The arbitrator’s decision shall be final and binding, subject to the limitations on the arbitrator’s authority stated below. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base his or her decision solely on the contractual obligations expressed in this Agreement.

8.8.2 The parties shall equally split the arbitrator’s fees and costs. All other fees and expenses shall be borne by the party incurring them, and neither party shall be responsible for the other party’s attorney’s fees or for the expenses of witnesses called by the other party.



ARTICLE IX TEMPORARY VACANCIES

9.1 New Hire Probation. All new Employees shall serve a probationary period of six (6) months. The probationary period may be extended upon agreement of the Employee, the Union, and the Employer. Article 19.1.2 (Discipline for Cause) shall not apply to probationary Employees. Discipline and discharge of a probationary Employee is not subject to the grievance procedure.

9.2 Layoff and Recall. In the event of economic layoff, within each classification the last employee hired shall be the first laid off and the last employee laid off shall be the first rehired. This procedure to be followed for a period of one (1) year following the date of layoff. If the City intends to rehire after an economic layoff, it shall send notice of its intent to rehire to all employees that were laid off as a result of economic circumstances. That notice shall be sent certified mail to the last known address contained in the City records. The laid off employee shall have five (5) days from their receipt of the notice to advise the City in writing (email shall suffice), that they intend to accept the offer of rehire. They shall then report for duty on the date of rehire set forth in the notice, or thirty (30) days later; provided, however, the City shall have no obligation to rehire said laid-off employee if they are no longer physically fit to perform the duties of the position, does not have current certifications for all equipment and training necessary to be a non-probationary employee within the position, or does not provide the City with their current address and the Notice of Intent to Hire is returned unopened, or they fail to provide the City with written notice of acceptance within the five (5) day deadline referred to above.

ARTICLE X SELECTION OF PERSONNEL

10.1 Probationary Period. An Employee does not acquire seniority until after the completion of the probationary period. When an Employee has completed the probationary period seniority shall date from the date of hire.

10.2 Seniority List. Attached hereto as Attachment 1 are the dates of hire and length of continuous service for each Employee. Each person hired during the term of this Agreement shall be added to the seniority list.

10.3 Break in Seniority. Seniority shall be broken only by discharge for cause, voluntary resignation or layoff exceeding twelve (12) months.

10.4 Promotions. Employees refusing promotions shall not be denied consideration for future promotions because of such refusal.



ARTICLE XI
 HOLIDAYS/SICK LEAVE

11.1 Holidays Observed. The following days shall be observed as paid holidays:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday Following Thanksgiving Day	4 th Friday in November
Christmas Day	December 25

11.2 Floating Holiday. Each Employee shall be entitled to eight (8) hours floating holiday time. The Employee and Employer shall agree in advance as to the date(s) the floating holiday will be observed. That date(s) shall not be modified without the mutual consent of Employee and Employer. Provided, floating holiday time must be taken in the year it is accrued or it is forfeited.

11.3 Date Holiday Observed. Holidays shall be observed on the date set forth in section 11.1 above. If a holiday falls on a Saturday it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. An employee working on the holiday's recognized and observed dates shall receive holiday pay, pursuant to Article 15.3.4 (Work on Holiday), only on the recognized holiday. For example, if Christmas Day falls on Saturday, an employee working on the preceding Friday (observed date) and Saturday will only receive holiday pay for Saturday (recognized date).

11.4 Condition of Payment. An Employee is not entitled to receive compensation for a holiday unless the Employee is in a paid status the scheduled workday immediately preceding the holiday and the scheduled work day immediately following the holiday, unless this provision is waived in writing by the City Manager or designee. Regular part-time Employees will be paid on a pro-rated basis based on the average number of hours worked. A regular part-time Employee is not entitled to compensation for a holiday listed in paragraph 11.1 unless the day it is observed falls on the Employee's regularly scheduled workday.

11.5 Probationary Period Sick Leave. Sick leave shall accrue from the date of initial employment.



11.6 **Accrual Rate.** Full-time Employees shall earn sick leave at the rate of eight (8) hours for each calendar month of service. Regular part-time Employees shall earn sick leave on a prorated basis based on the number of scheduled work hours in the year. All sick leave shall be prorated and accrued at the end of each payroll period. Sick leave so granted and not used shall accrue to the credit of each such Employee, up to a maximum of nineteen hundred forty hours (1940 hours).

11.7 **Cancellation Upon Termination of Employment.** Accrued sick leave shall be canceled upon termination of employment. In the event any person having accrued sick leave ceases to be employed by the Employer and is thereafter reemployed within one (1) year of the date of termination the Employee's accrued sick leave shall be reinstated.

11.8 **Use of Sick Leave for Non-Illness Purposes.** An Employee may utilize sick leave for any purpose provided for under applicable law.

11.9 **Notice and Certification.** Employees shall provide as much notice as reasonably practicable under the circumstances. A Doctor's certificate may be required when an Employee is absent for a period in excess of three (3) days.

11.10 **Worker's Compensation.**

11.10.1 **Supplementary Benefits.** The Employer will provide Washington State Worker's Compensation or equivalent to Employees. Any Employee who is collecting Worker's Compensation temporary disability benefits as a result of an on-the-job injury or illness may opt to receive sick leave and or vacation benefits to supplement such Workers' Compensation benefits in an amount sufficient to equal the Employee's regular rate of pay during the period of temporary disability; provided, however, such supplementary benefits shall not be paid in excess of such accruals credited to the Employee.

11.10.2 **Reimbursement.** Once the Employee receives Workers Compensation payments, the Employee may reimburse the City for supplementary sick leave and/or vacation benefits representing the amount of workers compensation benefits received. Such reimbursement shall cause reinstatement of hours to Employee's sick leave and/or vacation accrual balances.

11.11 **Catastrophic Sick Leave Sharing.**

Sick Leave sharing shall be administered in accordance with the City of Fircrest Personnel Policies and Procedures Manual Chapter 8.5 Sick Leave Sharing.



ARTICLE XII HOURS OF WORK

12.1 **Work Week.** The work week shall be defined as those hours of a scheduled shift that start between 12:01 a.m. Monday and 12:00 midnight Sunday. Changes in the shift schedule will generally be given two weeks in advance, absent emergency circumstances. Provided, if the City decides to implement a scheduled swing or graveyard shift it shall be subject to further negotiation.

12.2 **Overtime.** Overtime is defined as hours worked in excess of forty (40) hours in a work week or eight (8) hours in a day. Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all such time, rounded off to the nearest quarter hour. "Hours worked" for purposes of this article shall include paid holidays, vacation hours, and sick leave hours off, but shall not include hours off work because of disciplinary suspension or hours worked due to a voluntary trade initiated by the Employees.

12.3 **Meal Periods and Breaks.**

12.3.1 Meal periods shall be thirty (30) minutes with no pay. The meal period during a scheduled shift shall occur no sooner than 2 hours nor later than 5 hours after the beginning of the shift.

12.3.2 The Employee shall receive one paid fifteen (15) minute break for each four (4) hours worked. Provided the break shall occur at a mutually convenient time within such four (4) hour period.

12.4 **Required Overtime.** Scheduling of overtime is an exclusive management right and the Employee shall consider overtime assignments as a condition of employment. Mandatory overtime shall first be offered on a voluntary basis, in order of seniority. Then, if no or not enough Employees volunteer, remaining mandatory overtime shifts shall be assigned in order of reverse seniority.

12.5 **Emergency Call Outs.**

12.5.1 Emergency call outs shall be a minimum of two (2) hours, regardless of the number of hours worked; provided however, an emergency call out on an observed holiday shall be a minimum of four (4) hours.

12.5.2 An Employee shall be paid overtime for an emergency call out prior to the Employee's regularly scheduled shift for all hours worked until the commencement of the Employee's regular shift. The scheduled shift shall then be worked at the straight



time rate of pay unless it would qualify as overtime under the provisions of paragraph 12.2, in which case it would be paid at the overtime rate.

12.5.3 Meals will be paid for pursuant to the terms of the City policy in effect at the time the meals are taken.

12.6 On Call Status and On Call Pay.

12.6.1 A Utility Service Person shall be assigned to on-call status on a weekly basis from the start of the employee's regular shift on Monday through the following Monday at the start of the employee's shift. The on-call employee must answer and respond to calls from the City-assigned phone. The on-call employee shall receive on-call pay of \$375 for the week they are on-call. If a City-observed holiday occurs during the on-call week, the employee shall receive an additional \$75 of on-call pay (per holiday).

12.6.2 When an Employee is called at home to perform City business, in addition to receiving the applicable on-call allowance, the Employee shall be compensated for one hour at the Employee's overtime rate of pay for the first emergency/response call that does not require a return to City headquarters or the worksite to address and resolve the reported problem. Subsequent calls after the first hour of paid time shall be paid at the overtime rate of pay for the actual time spent to handle the call. During the call status, the Employee will maintain a phone log to be submitted to the Employer along with the overtime request form and current time sheet. If the Employee responds to City headquarters or the worksite as a result of the call at home, then the normal overtime compensation process shall apply, including the two (2) hour minimum for emergency call outs. While utility billing personnel are not routinely placed on on-call status, such employees shall receive the overtime compensation set forth herein for off-hours work, including but not limited to responding to water shut-off calls (i.e any situation where a customer has no water).

12.7 Pursuant to General Provision 1.04.020, normal office hours for the public works facility will be 8:00am to 4:30pm, Monday through Friday, except between the first Monday in May to the last Friday in September, during which time the normal office hours will be 7:00am to 3:30pm. Alternative Work Schedules such as 9/80's will be considered, subject to mutual agreement and a determination that the alternative schedule will not unduly burden staffing levels or interfere with the ability to maintain normal office hours.

ARTICLE XIII ADDITIONAL LEAVE

13.1 Bereavement Leave: If an employee covered by this Agreement and/or any supplement hereto suffers a death in the immediate family, such employee shall be entitled up to 24 hours of paid bereavement leave to use within six (6) months of the



death. Immediate family shall be defined as a wife, husband, registered domestic partner (via local/state registry or Company affidavit of domestic partnership), son, daughter, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, stepparents, stepchildren, grandchildren, and persons for whom the employee is the legal guardian.

13.2 Washington Paid Family and Medical Leave: The Employer and employee are responsible for their respective contribution shares to the Washington Paid Family and Medical Leave premiums pursuant to Chapter 50A.10 RCW.

Employees may use sick leave [*vacation leave or other forms of PTO can also be included*] to supplement wages while using paid family medical leave.

ARTICLE XIV BENEFITS

14.1 Medical Insurance. The Employer agrees to provide medical insurance coverage for full-time Employees and their dependents. Coverage shall be through the Association of Washington Cities Employee Benefit Trust/Washington Physicians Service (AWC HealthFirst) or Group Health Cooperative Medical Plans. The Employer reserves the right to change the plans offered to the Employees provided the benefits offered are substantially the same as those provided by the above-referenced plans.

14.2 Dental Insurance. The Employer agrees to provide dental insurance coverage for full-time Employees and their dependents (as defined by AWC Dental Plan F). Currently coverage is offered through the Association of Washington Cities Employee Benefit Trust/Washington Dental Service Dental Care Plan. The Employer reserves the right to change the plans offered to the Employees provided the benefits offered are substantially the same as those provided by the above-referenced plans.

14.3 Vision Insurance. The Employer agrees to provide vision insurance coverage for full-time Employees and their dependents (as defined by AWC Vision Service Plan (VSP)). Currently coverage is offered through the Association of Washington Cities Employee Benefit Trust. The Employer reserves the right to change the plans offered to the Employees provided the benefits offered are substantially the same as those provided by the above-referenced plans.

14.4 Life Insurance. The Employer shall provide term life insurance for each full-time Employee in the sum of one times the annual salary plus the dollar value of the accrued sick leave as of January 1 each year, rounded to the nearest \$1,000.00. The Employer may provide the term insurance policy either through self-insurance or through any insurance company approved by the Washington State Insurance Commissioner.



14.5 Life Insurance Cost. The Employer shall pay the premium cost for the above-referenced life insurance.

14.6 Medical Insurance Cost. The Employer shall pay 90% and the Employee shall pay 10% of the health care premiums for the term of this contract. The Employee contributions shall be made by payroll deduction. The Employer has established a Section 106 Plan for the benefit of enrolled employees. If the Employer increases its contribution to the health care premium for non-union employees, then the percentage paid by the Employer shall be increased to the higher contribution rate.

14.7 Dental Insurance Cost. The Employer shall pay 100% of the premium for the plan identified in Article 14.2.

14.8 Vision Insurance Cost. The Employer shall pay 100% of the premium for the plan identified in Article 14.3.

ARTICLE XV WAGE SCALES

15.1 Base Wage. Effective upon ratification by both parties, all classifications shall receive a general wage increase of six point three percent (6.3%) as compared to the wage rates effective on December 31, 2021, except for the Custodian and Utility Billing Assistant. In addition to the general wage increase described herein, the Maintenance Lead shall receive a five point two percent (5.2%) market adjustment to the base wages, effective upon ratification by both parties. Beginning January 1, 2023 and continuing through the expiration of this Agreement, bargaining unit employees will receive any general wage or cost of living adjustment to base wages provided to all non-represented employees. The 2022 Wage Table appears in Appendix A.

15.2 Ratification Bonus. Bargaining unit employees shall receive the ratification bonus as indicated on the MOU between the parties, dated as of October 11, 2022; provided however, said employees must be employed as of the date of ratification by both parties. The lump sum payment is subject to payroll withholdings and deductions and is to be paid within thirty (30) calendar days of ratification by the parties.

15.3 Additional Compensation.

15.3.1 Out of Classification Work. If the Employee is assigned by the Employer to perform work within the bargaining unit in a higher classification for more than two (2) consecutive scheduled work shifts then the Employee shall receive the pay of the higher classification for all time worked in the higher classification. If the Employee is assigned by the Employer to perform work in a higher classification outside of the



bargaining unit for more than two (2) consecutive scheduled work shifts, then the Employee shall receive 105% times his/her base rate of pay.

15.3.2 *Work at Altitude.* Employees required to work seventy-five (75) feet above ground or higher shall be compensated for actual time worked at two times their base wage rate set forth in paragraph 15.1 above.

15.3.3 *Set-Up Required by Law.*

(a) For all departments, if state law or regulation requires that a foreman be present on the job site and no foreman is present, then the Public Works Director shall designate a qualified Employee to assume the duty of foreman and the Employee shall be paid the foreman's base wage rate, or five percent more than the Employee's base wage rate, whichever is greater, during the period that the Employee has assumed the foreman's duties.

(b) After concurrence with the Public Works Director, if the Working Utility Foreman decides that a lead worker/person-in-charge is required to be present at a job site for a reported two (2) hours or more, a qualified Employee will be assigned to assume the duty of lead worker/person-in-charge and the Employee shall be paid 103% of the Employee's base wage rate during the period of time the Employee has assumed the responsibilities of a lead worker/person-in-charge.

15.3.4 *Work on Holiday.* An Employee required to work on a holiday as defined in Article XI shall be paid two times the Employee's base hourly wage rate for all hours worked. Provided, however, this shall not apply to the Employee's floating holiday where the Employee, with the consent of the Employer, chooses to work on the Employee's floating holiday and substitute a different day for the floating holiday.

15.3.5 *Live Wire Work.* Employees who perform live current street light work (not including bulb and photo cell replacement, shall receive 103% of the Employee's base wage with a two (2) hour minimum guarantee.

15.3.5.1 Premium pay will be paid to no more than two (2) crewmembers when both are working directly with or in close proximity to live circuits or are performing the duty of safety watch. Premium pay will not be paid to those employees providing assistance or support, as they are not working directly with or in close proximity to live circuits. Delivering supplies, driving a dump truck, bringing materials, and flagging traffic are examples of tasks not considered to be live wire work.

15.3.5.2 Bulbs and photocells are exempt from premium pay, as are the installation of holiday decorations and banners. Bucket truck work only qualifies for



premium pay when live wire work is involved, such as changing out a street light fixture in the air or other electric work where the circuits cannot be de-energized.

15.3.5.3 Pumps/motors generally do not qualify as live wire work, as a switch is used to isolate the power supply for most repairs and maintenance. Only in the rare case where work needs to be performed without the power supply being interrupted will premium pay apply, and then only to those employees (maximum of 2 crewmembers) in direct contact with or in close proximity to a live circuit or performing the duties of safety watch. Motor maintenance/repair work requiring live wire work may, at the discretion of the City, be performed by outside vendors.

15.3.5.4 The City will provide electrical safety training to all employees performing such work and will strive to make such work available to as many qualified employees as possible.

15.4 Payday. Employee paydays shall be bi-weekly.

ARTICLE XVI SAVING CLAUSE

16.1 Saving Clause. Should any provision of this Collective Bargaining Agreement be unenforceable by any reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, it shall not invalidate the remaining provisions of the Collective Bargaining Agreement. The remaining provisions shall remain in full force and effect. The parties agree to immediately renegotiate this Agreement to take into consideration the effect of the Court or legislative action on the remaining provisions of the Collective Bargaining Agreement.

ARTICLE XVII COMPLETE AGREEMENT

17.1 This Agreement is the entire agreement between the Employer and the Union. The parties acknowledge that during the negotiations, which resulted in this Agreement, each fully bargained with respect to wages, hours, and other terms and conditions of employment, and have settled them for the duration of this Agreement. This Agreement supersedes any contrary or inconsistent prior understandings, work rules, personnel policies, or past practices which were in existence before this Agreement.

ARTICLE XVIII JOB SECURITY

18.1 Employee Job Security. If the Employer determines that it would be in its best interest to cease providing any or all of the public utility services performed by



Employees and either contract for services or sell or otherwise dispose of the utility to another utility provider, then the Employer shall negotiate in good faith to have the employment of all affected Employees transferred to the new utility service provider.

ARTICLE XIX DISCIPLINE

19.1 Discipline Process.

19.1.2 Discipline For Cause. Employees may be disciplined or discharged for just cause. Discipline shall include written warnings (including documented oral warnings), suspensions, demotions, and discharges. Probationary employees are not entitled to utilize the grievance procedure in the event of discipline or discharge.

19.1.3 Representation. An employee may request Union representation when questioned about facts that could reasonably lead to discipline. The right to Union representation shall not apply to counseling or other meetings that are non-disciplinary in nature.

19.1.4 Notice to Union. Copies of all documented discipline, including all written reprimands, suspensions, and discharges shall concurrently be forwarded to the Union upon issuance.

19.1.5 Pre-disciplinary Hearing. The Employer will hold a pre-disciplinary hearing before issuing a demotion, unpaid suspension, or termination of employment. At this hearing, the Employee will be given an opportunity to present his/her side of the issue.

19.1.6 Documentation. No later than five (5) working days prior to the pre-disciplinary hearing, the Employer shall make available to the Employee and the Employee's Union representative, with the employee's authorization, a copy of all documents relevant to the alleged violation the Employer has in his/her possession.

19.1.7 Paid Administrative Leave Prior to Final Disciplinary Action. The Employer may place an employee on paid administrative leave pending a pre-disciplinary investigation.

19.1.8 File Inspection. The Employee and the Employee's Union representative, with the Employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.

19.1.9 Employee Comments on Written Discipline. No disciplinary document may be placed in the personnel file without the Employee having been notified of said document and given a copy, signed in acknowledgement of receipt. The



Employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An Employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a responsive statement in the personnel file. The Employer may file a response to the Employee's statement.

ARTICLE XX
 DISCLOSURE OF PERSONNEL FILE INFORMATION

20.1 Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or subpoena. When documents or information in an employee's personnel, payroll, supervisory or training file are the subject of a public records request, the Employer will provide the employee with a copy of the request at least fourteen (14) calendar days in advance of the intended release date, unless otherwise required by law.

CITY OF FIRCREST

TEAMSTERS LOCAL UNION NO. 117

 Colleen Corcoran, Interim City Manager John Scearcy, Secretary Treasurer

ATTEST:

 Jayne Westman, City Clerk



Fully Recommended Settlement Offer
 By and Between
 City of Fircrest (Public Works) and
 Teamsters Local Union No. 117
 October 11, 2022

**APPENDIX A
 WAGE TABLE**

	A			B			C			D			E			F		
	Monthly	Hourly	Yearly	Monthly	Hourly	Yearly	Monthly	Hourly	Yearly	Monthly	Hourly	Yearly	Monthly	Hourly	Yearly	Monthly	Hourly	Yearly
Custodian	3047	17.58	36559	3199	18.46	38388	3359	19.38	40308	3527	20.35	42324	3703	21.36	44436	3892	22.45	46704
Maintenance Worker I	4081	23.54	48970	4285	24.72	51420	4499	25.96	53988	4724	27.25	56688	4960	28.62	59520	5208	30.05	62496
Administrative Assistant - PW	4123	23.79	49481	4330	24.98	51960	4547	26.23	54564	4774	27.54	57288	5013	28.92	60156	5264	30.37	63168
Maintenance Worker II	4607	26.58	55285	4837	27.91	58044	5079	29.30	60948	5333	30.77	63996	5600	32.31	67200	5880	33.92	70560
Utility Billing Clerk	4310	24.87	51726	4526	26.11	54312	4752	27.42	57024	4990	28.79	59880	5240	30.23	62880	5502	31.74	66024
Maintenance Lead	5698	32.87	68371	5982	34.51	71790	6282	36.24	75379	6596	38.05	79148	6925	39.95	83106	7272	41.95	87261
Working Utility Foreman	6515	37.59	78182	6841	39.47	82092	7183	41.44	86196	7542	43.51	90504	7919	45.69	95028	8315	47.97	99780
Utility Service Person II	5144	29.68	61726	5401	31.16	64812	5671	32.72	68052	5955	34.36	71460	6253	36.08	75036	6566	37.88	78792
Utility Service Person I	4285	24.72	51419	4498	25.95	53976	4723	27.25	56676	4959	28.61	59508	5207	30.04	62484	5466	31.53	65592

FIRCREST CITY COUNCIL AGENDA SUMMARY

October 11, 2022

NEW BUSINESS: Memorandum of Understanding with Teamsters Local Union No. 117 regarding Ratification Bonus Payments

ITEM: 13D

FROM: Colleen Corcoran, Interim City Manager

RECOMMENDED MOTION: I move to adopt Resolution No.____, authorizing the City Manager to execute a Memorandum of Understanding with Teamsters Local Union No. 117 regarding Ratification Bonus Payments.

PROPOSAL: To authorize the City Manager to execute a Memorandum of Understanding with Teamsters Local Union No. 117 regarding Ratification Bonus Payment.

HISTORY: On January 4, 2022, the Washington Public Employment Relations Commission certified the Teamsters Union No. 117 as the exclusive bargaining representative for Public Works employees.

ADVANTAGE: Adoption of the resolution will bring the bargaining process to a close.

DISADVANTAGES: None.

FISCAL IMPACT: Ratification bonuses totaling \$25,200.

ALTERNATIVES: Take no action and do not agree to the Memorandum of Understanding. This will continue the bargaining process.

RECOMMENDATION: Staff recommends authorizing the City Manager to execute the Memorandum of Understanding with Teamsters Local Union No. 117.

ATTACHMENTS: [Resolution](#)
[MOU-Ratification Payment](#)

**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FIRCREST, WASHINGTON, AUTHORIZING THE
CITY MANAGER TO SIGN A MEMORANDUM OF
UNDERSTANDING WITH TEAMSTERS LOCAL UNION
NO. 117 REGARDING RATIFICATION BONUS
PAYMENT.**

WHEREAS, the City of Fircrest has negotiated with Teamsters Local Union No. 117 to provide bargaining representation for the Teamsters Bargaining Unit consisting of but not limited to the Utility Service Person II, Maintenance Worker I, Maintenance Worker II, Maintenance Lead, Working Utility Foreman, and Utility Billing Clerk job classes; and

WHEREAS, the City of Fircrest and Teamsters Bargaining Unit members have mutually agreed that certain unit employees shall receive a ratification bonus; 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 a Memorandum of Understanding with Teamsters Local Union No. 117 regarding Ratification Bonus Payment.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 11th day of October 2022.

APPROVED:

Brett L. Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

CITY OF FIRCREST
("City" or "Employer")

AND

TEAMSTERS LOCAL UNION NO. 117
("Union")

This Memorandum of Understanding ("MOU") is entered into by and between the City of Fircrest ("Employer") and Teamsters Local Union No. 117 ("Union"), collectively the "parties."

On January 4, 2022, the Washington Public Employment Relations Commission certified the Union as the exclusive bargaining representative for certain Public Works employees. *See City of Fircrest*, Decision 13456 (PECB, 2022). The parties have reached a tentative agreement ("Tentative Agreement") for their 2022-2024 Collective Bargaining Agreement, which is presently subject to ratification. The City wishes to incentivize employees to ratify the Tentative Agreement.

During the course of negotiations over the CBA, the parties mutually agreed that, following ratification and in accordance with the terms herein, certain bargaining unit employees shall receive a ratification bonus.

Accordingly, the parties mutually agree as follows:

1. Payment. If both parties ratify the Tentative Agreement, the following employees will receive a one-time, lump-sum ratification bonus payment ("Payment"), as provided herein. Consistent with Article 15.2 of the CBA, the bargaining unit employees listed in the table below shall receive the indicated Payment; provided however, said employees must be employed as of the date of ratification by both parties. The lump sum payment is subject to payroll withholdings and deductions and is to be paid within thirty (30) calendar days of ratification by the parties.

Employee	Ratification Bonus
Matthew Zych	\$1,200
Martin Chick	\$1,200
Bryce Wakefield	\$3,600
Vicky Walston	\$3,600
Jeff Davis	\$3,600
Jim Marzano	\$3,600
Russ Parsons	\$3,600
Tim Piercy	\$3,600
Salvador Marez	\$1,200

2. Miscellaneous. This MOU, together with Article 15.2 of the CBA, represents the entire agreement between the parties concerning the subject matter herein. If any of the provisions of this MOU are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable. The provisions of this MOU will not be construed against either party.
3. Effective Date. This MOU is effective upon full execution.

IN WITNESS WHEREOF, the parties have executed this MOU as their free and voluntary act on the date set forth below.

Signed this ____ day of October 2022:

CITY OF FIRCREST

TEAMSTERS LOCAL UNION NO. 117

Colleen Corcoran, Interim City Manager

John Scearcy, Secretary Treasurer

ATTEST:

Jayne Westman, City Clerk

NEW BUSINESS: Memorandum of Understanding with Teamsters Local Union No. 117 regarding a Desk Study Audit for Utility Billing Clerk

ITEM: 13E

FROM: Colleen Corcoran, Interim City Manager

RECOMMENDED MOTION: I move to adopt Resolution No.____, authorizing the City Manager to execute a Memorandum of Understanding with Teamsters Local Union No. 117 regarding a Desk Study Audit for the Utility Billing Clerk position.

PROPOSAL: To authorize the City Manager to execute a Memorandum of Understanding with Teamsters Local Union No. 117 regarding a Desk Study Audit for the Utility Billing Clerk position.

HISTORY: On January 4, 2022, the Washington Public Employment Relations Commission certified the Teamsters Union No. 117 as the exclusive bargaining representative for Public Works employees.

ADVANTAGE: Adoption of the resolution will bring the bargaining process to a close.

DISADVANTAGES: None at this time.

FISCAL IMPACT: None at this time.

ALTERNATIVES: Take no action and do not agree to the Memorandum of Understanding. This will continue the bargaining process.

RECOMMENDATION: Staff recommends authorizing the City Manager to execute the Memorandum of Understanding with Teamsters Local Union No. 117.

ATTACHMENTS: [Resolution](#)
[MOU-Desk Audit for Utility Billing Clerk](#)

**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FIRCREST, WASHINGTON, AUTHORIZING THE
CITY MANAGER TO SIGN A MEMORANDUM OF
UNDERSTANDING WITH TEAMSTERS LOCAL UNION
NO. 117 REGARDING A DESK AUDIT FOR THE UTILITY
BILLING CLERK POSITION.**

WHEREAS, the City of Fircrest has negotiated with Teamsters Local Union No. 117 to provide bargaining representation for the Teamsters Bargaining Unit consisting of but not limited to the Utility Service Person II, Maintenance Worker I, Maintenance Worker II, Maintenance Lead, Working Utility Foreman, and Utility Billing Clerk job classes; and

WHEREAS, the City of Fircrest and Teamsters Bargaining Unit members have mutually agreed that a desk audit and potential reclassification of the Utility Billing Clerk will be performed; 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 a Memorandum of Understanding with Teamsters Local Union No. 117 regarding a Desk Audit for the Utility Billing Clerk position.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 11th day of October 2022.

APPROVED:

Brett L. Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

CITY OF FIRCREST
("City" or "Employer")

AND

TEAMSTERS LOCAL UNION NO. 117
("Union")

This Memorandum of Understanding ("MOU") is entered into by and between the City of Fircrest ("Employer") and Teamsters Local Union No. 117 ("Union"), collectively the "parties."

On January 4, 2022, the Washington Public Employment Relations Commission certified the Union as the exclusive bargaining representative for certain Public Works employees. *See City of Fircrest*, Decision 13456 (PECB, 2022). The parties have reached a tentative agreement for their 2022-2024 Collective Bargaining Agreement (CBA), which is presently subject to ratification.

During the course of negotiations over the CBA, the parties mutually agreed to enter into this separate MOU concerning a process for conducting a desk audit and potential reclassification of Vicky Walston, who presently is classified as a Utility Billing Clerk.

IN CONSIDERATION OF the mutual covenants and promises contained herein, the parties agree, as follows:

1. Following the full execution of the CBA, the parties will jointly perform and complete a desk audit for the Utility Billing Clerk by March 31, 2023.
2. Based upon the findings, the parties will enter into negotiations over the proper classification and compensation for the position.
3. A wage adjustment may increase or decrease the current compensation for the position based on the desk audit results.
4. During the classification and compensation negotiations, the parties will consider the median of base wages of the following jurisdictions for similar position(s):
 - a. Buckley
 - b. DuPont
 - c. Edgewood
 - d. Gig Harbor
 - e. Milton
 - f. Orting
 - g. Steilacoom
 - h. Sumner
 - i. Yelm
 - j. Fircrest

5. Negotiations will cover any impacts to wages, including the effective date of any resulting wage adjustment.
6. Miscellaneous. This MOU represents the entire agreement between the parties concerning the subject matter herein. If any of the provisions of this MOU are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable. The provisions of this MOU will not be construed against either party.
7. Effective Date. This MOU is effective upon full execution.

IN WITNESS WHEREOF, the parties have executed this MOU as their free and voluntary act on the date set forth below.

Signed this ____ day of October 2022:

CITY OF FIRCREST

TEAMSTERS LOCAL UNION NO. 117

Colleen Corcoran, Interim City Manager

John Scearcy, Secretary Treasurer

ATTEST:

Jayne Westman, City Clerk