FIRCREST CITY COUNCIL
REGULAR MEETING
AGENDA

TUESDAY, OCTOBER 14, 2025 — **COUNCIL CHAMBERS**
7:00 P.M. — **FIRCREST CITY HALL, 115 RAMSDELL STREET**

Pg.#

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.** Built Environment, Planning, and Building
   - **C.** Finance and Information Technology
   - **D.** Other Liaison Reports – Centennial Committee
10. **CONSENT CALENDAR**
    - **A.** Approval of vouchers/payroll checks — 2
    - **B.** Approval of Minutes: September 23, 2025, Regular Meeting — 21
11. **PUBLIC HEARING**
12. **UNFINISHED BUSINESS**
13. **NEW BUSINESS**
    - **A.** Resolution: Finance Consultant Contract Amendment #2 — 25
    - **B.** Resolution: Ethos PNW Contract Amendment #1 — 28
    - **C.** Resolution: Kenyon Disend Contract Amendment #4 — 39
    - **D.** Resolution: City of Puyallup Jail Interagency Agreement — 44
    - **E.** Resolution: WA Traffic Safety Commission Interagency Agreement — 57
14. **CALL FOR FINAL COMMENTS**
15. **EXECUTIVE SESSION**
    To Review the Performance of a Public Employee, pursuant to RCW 42.30.110(1)(g)
16. **ADJOURNMENT**

Join the Zoom *Dial-in Information:* 1-253-215-8782 *Webinar ID*: 846 5985 5658 *Password:* 848037

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ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due		Vendor		Amount	Memo
36215	10/07/2025	10/14/2025	10562	Amazon Capital Services		67.11	Employee Benefits Fair Supplies
	517 90 31 01 Oper Supplies - Wellness Pr				001 000 517 General Fund	67.11	Employee Benefits Fair Supplies
36221	10/07/2025	10/14/2025	10562	Amazon Capital Services		33.17	Printer Paper & Certificate Holders
	521 22 31 00 Office & Oper Sup - Police				001 000 521 General Fund	33.17	Printer Paper & Certificate Holders
36227	10/07/2025	10/14/2025	10562	Amazon Capital Services		170.03	Portable Label Printer, Vinyl Labels, Self-Laminating Wire Wrap
	518 81 35 00 Small Tools & Equip - I/S				001 000 518 General Fund	170.03	Portable Label Printer, Vinyl Labels, Self-Laminating Wire Wrap
				Total Amazon Capital Services		270.31	
36174	10/06/2025	10/14/2025	10678	Arrow Construction Supply, LLC		1,296.01	Pot Hole Patch Mix (56 - 50 lb Bags)
	531 50 31 02 Oper Supplies - Storm				415 000 531 Storm Drain	324.00	Pot Hole Patch Mix (56 - 50 lb Bags)
	534 50 31 01 Oper Supplies - Water Maint				425 000 534 Water Fund (dep	324.00	Pot Hole Patch Mix (56 - 50 lb Bags)
	535 50 31 01 Oper Supplies - Sewer Maint				430 000 535 Sewer Fund (dep	324.01	Pot Hole Patch Mix (56 - 50 lb Bags)
	542 30 31 02 Oper Supplies - Street Reg				101 000 542 City Street Fund	324.00	Pot Hole Patch Mix (56 - 50 lb Bags)
36203	10/06/2025	10/14/2025	10678	Arrow Construction Supply, LLC		3,633.30	Rental of Melting Pot for Cracksealing - 2025
	542 30 45 01 Equipment Rentals - Street F				101 000 542 City Street Fund	3,633.30	Rental of Melting Pot for Cracksealing - 2025
				Total Arrow Construction Supply, LLC		4,929.31	
36131	10/03/2025	10/14/2025	1601	Baker, Thomas		43.16	02-03060.2 - 1104 GARDEN CIRCLE
	343 40 00 00 Sale Of Water				425 000 340 Water Fund (dep	-23.80	
	343 50 00 00 Sewer Revenues				430 000 340 Sewer Fund (dep	-19.36	
36194	10/06/2025	10/14/2025	10548	Bugarin, Melina		250.00	Centennial Family Dance Face Painting Vendor
	573 90 49 02 Centennial Celebration				001 000 573 General Fund	250.00	Centennial Family Dance Face Painting Vendor
36199	10/06/2025	10/14/2025	4282	Bunce Rental Inc		536.19	Centennial Dance Table & Linen Rental, Delivery & Setup
	573 90 49 02 Centennial Celebration				001 000 573 General Fund	536.19	Centennial Dance Table & Linen Rental, Delivery & Setup
36062	09/18/2025	10/14/2025	11046	Cappaert, Paul		322.33	06-00020.0 - 1104 PARADISE PKWY
	343 10 00 00 Storm Drain Revenues				415 000 340 Storm Drain	-106.23	

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	343 40 00 00 Sale Of Water				425 000 340 Water Fund (dep	-5.39	
	343 50 00 00 Sewer Revenues				430 000 340 Sewer Fund (dep	-210.71	
36193	10/06/2025	10/14/2025	4288	Carnival Time		606.65	Centennial Family Dance Party Photo Booth
	573 90 49 02 Centennial Celebration				001 000 573 General Fund	606.65	Centennial Family Dance Party Photo Booth
36180	10/06/2025	10/14/2025	11058	City of Tacoma Washington		2,772.00	Q4 2025 Public Safety Radio System User Fee (22 devices)
	521 22 41 01 Radio Infrastructure Fees				001 000 521 General Fund	2,772.00	Q4 2025 Public Safety Radio System User Fee (22 devices)
36182	10/06/2025	10/14/2025	11058	City of Tacoma Washington		260.55	Radio Communications - Aligned Radio & Replaced Speaker Mic & Earpiece
	521 22 48 00 Rep & Maint - Police				001 000 521 General Fund	260.55	Radio Communications - Aligned Radio & Replaced Speaker Mic & Earpiece
				Total City of Tacoma Washington		3,032.55	
36089	09/22/2025	10/14/2025	10941	CivicPlus, LLC		7,921.26	Acquia Optimize Standard Package - Website Accessibility - 11/15/25-11/14/26
	518 81 41 02 Web Design & Maintenance				001 000 518 General Fund	7,921.26	Acquia Optimize Standard Package - Website Accessibility - 11/15/25-11/14/26
36219	10/07/2025	10/14/2025	10941	CivicPlus, LLC		4,804.80	Ultimate Web Open Subscription & Design, SMS Service, 12/9/25-12/8/26
	518 81 41 02 Web Design & Maintenance				001 000 518 General Fund	4,804.80	Ultimate Web Open Subscription & Design, SMS Service, 12/9/25-12/8/26
				Total CivicPlus, LLC		12,726.06	
36138	10/03/2025	10/14/2025	11163	Clay, Rachel		29.73	Business Cards - B Wakefield (Qty 100)
	518 30 31 00 Oper Supplies - Facilities				001 000 518 General Fund	29.73	Business Cards - B Wakefield (Qty 100)
36172	10/06/2025	10/14/2025	11163	Clay, Rachel		723.36	Court Forms
	512 51 31 00 Office & Oper Sup - Court				001 000 512 General Fund	723.36	Court Forms
				Total Clay, Rachel		753.09	

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36205	10/06/2025	10/14/2025	10296	CodePros, LLC	5,484.42	Building Official/Inspection Services - May-August 2025
	524 20 41 01 Bldg Inspec/Plan Review			001 000 524 General Fund	5,484.42	Building Official/Inspection Services - May-August 2025
36146	10/03/2025	10/14/2025	6268	Cole-Parmer Instrument Company	146.72	Chlorine Dispensers for Daily Water Testing (Qty 2)
	534 80 31 03 Oper Supplies - Chlorine			425 000 534 Water Fund (dep	146.72	Chlorine Dispensers for Daily Water Testing (Qty 2)
36156	10/06/2025	10/14/2025	8188	Comcast Business Communications LLC	462.37	Internet Access Fee - October 2025
	518 81 42 00 Communication/Internet - I/			001 000 518 General Fund	462.37	Internet Access Fee - October 2025
36082	09/22/2025	10/14/2025	7918	Contreras, Alejandra	255.00	Spanish Interpreting (3 hrs) 25CR24291, 25CR69537
	512 52 41 03 Prof Srvs - Interpreter - RMC			001 000 512 General Fund	255.00	Spanish Interpreting (3 hrs) 25CR24291, 25CR69537
36110	09/25/2025	10/14/2025	3573	Copiers Northwest Inc	57.42	Printer Usage 07/28/25-08/28/25
	521 22 45 00 Oper Rentals - Copier - Polic			001 000 521 General Fund	57.42	Printer Usage 07/28/25-08/28/25
36181	10/06/2025	10/14/2025	3573	Copiers Northwest Inc	30.83	Copier Usage 09/01/25-09/30/25
	521 22 45 00 Oper Rentals - Copier - Polic			001 000 521 General Fund	30.83	Copier Usage 09/01/25-09/30/25
				Total Copiers Northwest Inc	88.25	
36084	09/22/2025	10/14/2025	2099	Cruse, Margaret	78.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services			001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
36128	10/03/2025	10/14/2025	9005	Doak, Nicole	21.90	12-00480.1 - 4418 60TH AVE W
	343 50 00 00 Sewer Revenues			430 000 340 Sewer Fund (dep	-21.90	
36178	10/06/2025	10/14/2025	3611	Drain-Pro Inc	1,727.03	Sewer Mainline Backup - 300 Blk of Harvard Ave
	535 50 48 00 Rep & Maint - Sewer Maint			430 000 535 Sewer Fund (dep	1,727.03	Sewer Mainline Backup - 300 Blk of Harvard Ave
36129	10/03/2025	10/14/2025	3149	Emm, Stephen	50.96	07-02130.2 - 4251 67TH AVE W, UNIT A
	343 10 00 00 Storm Drain Revenues			415 000 340 Storm Drain	-23.69	
	343 40 00 00 Sale Of Water			425 000 340 Water Fund (dep	-26.48	
	343 50 00 00 Sewer Revenues			430 000 340 Sewer Fund (dep	-0.79	

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36137	10/03/2025	10/14/2025	4858	Ewing Irrigation Products Inc	1,147.06	Sprinkler Repair Parts - Replace Double Check Valve - City Hall
	518 30 31 04 Oper Supplies - CH			001 000 518 General Fund	1,147.06	Sprinkler Repair Parts - Replace Double Check Valve - City Hall
36185	10/06/2025	10/14/2025	4858	Ewing Irrigation Products Inc	265.83	Whittier Park Irrigation Repair Parts
	576 80 31 02 Oper Supplies - Parks			001 000 576 General Fund	265.83	Whittier Park Irrigation Repair Parts
				Total Ewing Irrigation Products Inc	1,412.89	
36190	10/06/2025	10/14/2025	9254	FD Company, Dba Doyle PrintingCompany	68.26	Business Cards - C Thompson (Qty 500)
	521 22 31 00 Office & Oper Sup - Police			001 000 521 General Fund	68.26	Business Cards - C Thompson (Qty 500)
36133	10/03/2025	10/14/2025	3636	Ferguson Enterprises, LLC, #417592	179.37	Sewer Supplies
	535 50 31 01 Oper Supplies - Sewer Maint			430 000 535 Sewer Fund (dep	179.37	Sewer Supplies
36077	09/19/2025	10/14/2025	1192	Fiala*, Miles	78.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services			001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
36071	09/19/2025	10/14/2025	3638	Fircrest Golf Club	1,408.12	Land Rental for Water Tank on Golf Course Property - October 2025
	591 34 70 00 Lease Payments - Water Adr			425 000 591 Water Fund (dep	1,408.12	Land Rental for Water Tank on Golf Course Property - October 2025
36130	10/03/2025	10/14/2025	2665	Galina, Karalash	320.19	05-03680.2 - 1302 FARALLONE AVE
	343 10 00 00 Storm Drain Revenues			415 000 340 Storm Drain	-82.64	
	343 40 00 00 Sale Of Water			425 000 340 Water Fund (dep	-90.78	
	343 50 00 00 Sewer Revenues			430 000 340 Sewer Fund (dep	-146.77	
36136	10/03/2025	10/14/2025	6774	Greenleaf Landscaping 1 Inc	7,917.93	Monthly Landscape Service - October 2025
	518 30 41 01 Contract Maintenance			001 000 518 General Fund	3,563.07	Monthly Landscape Service - October 2025
	542 80 48 00 Street Tree Maintenance (co			101 000 542 City Street Fund	1,425.23	Monthly Landscape Service - October 2025
	542 80 49 03 Beautification Services (cont			101 000 542 City Street Fund	2,929.63	Monthly Landscape Service - October 2025
36186	10/06/2025	10/14/2025	10305	Gunderson Law Office PLLC	12,000.00	City of Fircrest - August 2025
	515 41 41 03 City Prosecutor			001 000 515 General Fund	12,000.00	City of Fircrest - August 2025
36187	10/06/2025	10/14/2025	10305	Gunderson Law Office PLLC	12,000.00	City of Fircrest - September 2025

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	515 41 41 03 City Prosecutor				001 000 515 General Fund	12,000.00	City of Fircrest - September 2025
				Total Gunderson Law Office PLLC		24,000.00	
36188	10/06/2025	10/14/2025	11180	Gunderson, Kimberly		12,698.90	Contracted Services 08/01/25-08/31/25
	524 20 41 04 Prof Svcs - Consultants				001 000 524 General Fund	5,180.70	Contracted Services 08/01/25-08/31/25
	558 60 41 00 Prof Svcs - Planning				001 000 558 General Fund	7,518.20	Contracted Services 08/01/25-08/31/25
36189	10/06/2025	10/14/2025	11180	Gunderson, Kimberly		11,412.20	Contracted Services 09/01/25-09/30/25
	524 20 41 04 Prof Svcs - Consultants				001 000 524 General Fund	4,919.85	Contracted Services 09/01/25-09/30/25
	558 60 41 00 Prof Svcs - Planning				001 000 558 General Fund	6,492.35	Contracted Services 09/01/25-09/30/25
				Total Gunderson, Kimberly		24,111.10	
36083	09/22/2025	10/14/2025	3651	H D Fowler Co Inc		478.70	Infrared Optical Reading Head, Pit Antenna & Accessory Kit
	594 34 63 01 Other Improvements - Wate				426 000 594 Water Improvem	478.70	Infrared Optical Reading Head, Pit Antenna & Accessory Kit
36216	10/07/2025	10/14/2025	11226	Hollensbe, Heath		992.68	Centennial Celebration Letterpress
	573 90 49 02 Centennial Celebration				001 000 573 General Fund	992.68	Centennial Celebration Letterpress
36085	09/22/2025	10/14/2025	3690	Holroyd Co Inc		2,031.16	Crushed Rock To Backfill Ditchlines (96.42 Yards)
	531 50 31 02 Oper Supplies - Storm				415 000 531 Storm Drain	507.79	Crushed Rock To Backfill Ditchlines (96.42 Yards)
	534 80 31 02 Oper Supplies - Water Gen (				425 000 534 Water Fund (dep	507.79	Crushed Rock To Backfill Ditchlines (96.42 Yards)
	535 50 31 01 Oper Supplies - Sewer Maint				430 000 535 Sewer Fund (dep	507.79	Crushed Rock To Backfill Ditchlines (96.42 Yards)
	542 30 31 02 Oper Supplies - Street Reg				101 000 542 City Street Fund	507.79	Crushed Rock To Backfill Ditchlines (96.42 Yards)
36087	09/22/2025	10/14/2025	3690	Holroyd Co Inc		669.24	Crushed Rock To Backfill Ditchlines (31.75 Yards)
	531 50 31 02 Oper Supplies - Storm				415 000 531 Storm Drain	167.31	Crushed Rock To Backfill Ditchlines (31.75 Yards)
	534 80 31 02 Oper Supplies - Water Gen (				425 000 534 Water Fund (dep	167.31	Crushed Rock To Backfill Ditchlines (31.75 Yards)
	535 50 31 01 Oper Supplies - Sewer Maint				430 000 535 Sewer Fund (dep	167.31	Crushed Rock To Backfill Ditchlines (31.75 Yards)
	542 30 31 02 Oper Supplies - Street Reg				101 000 542 City Street Fund	167.31	Crushed Rock To Backfill Ditchlines (31.75 Yards)
				Total Holroyd Co Inc		2,700.40	
36081	09/22/2025	10/14/2025	3692	Home Depot Credit Services		78.50	Irrigation Double Check Repair Supplies
	542 80 31 04 Oper Supplies - Beautificatic				101 000 542 City Street Fund	78.50	Irrigation Double Check Repair Supplies

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36142	10/03/2025	10/14/2025	3692	Home Depot Credit Services		77.14	Lights for Whittier Pavilion
	576 80 31 02 Oper Supplies - Parks				001 000 576 General Fund	77.14	Lights for Whittier Pavilion
36143	10/03/2025	10/14/2025	3692	Home Depot Credit Services		20.32	Supplies for Gun Cleaning Unit
	518 30 31 02 Oper Supplies - PSB Bldg				001 000 518 General Fund	20.32	Supplies for Gun Cleaning Unit
36168	10/06/2025	10/14/2025	3692	Home Depot Credit Services		42.37	Supplies to Hang Sign
	518 30 31 00 Oper Supplies - Facilities				001 000 518 General Fund	42.37	Supplies to Hang Sign
36169	10/06/2025	10/14/2025	3692	Home Depot Credit Services		4.10	#60915D Sweeper Repair Part for Side Mirror
	548 65 48 13 O & M - Storm				501 000 548 Equipment Renta	4.10	#60915D Sweeper Repair Part for Side Mirror
36170	10/06/2025	10/14/2025	3692	Home Depot Credit Services		131.26	Pump for Pool
	576 20 35 00 Small Tools & Equip - Pool				001 000 576 General Fund	131.26	Pump for Pool
36171	10/06/2025	10/14/2025	3692	Home Depot Credit Services		22.02	Cleaning Spray
	518 30 31 04 Oper Supplies - CH				001 000 518 General Fund	22.02	Cleaning Spray
36183	10/06/2025	10/14/2025	3692	Home Depot Credit Services		17.23	Parts for Well #9
	534 80 31 02 Oper Supplies - Water Gen (				425 000 534 Water Fund (dep	17.23	Parts for Well #9
36230	10/07/2025	10/14/2025	3692	Home Depot Credit Services		329.80	Grease Gun & Starter Kit
	548 65 48 12 O & M - Street				501 000 548 Equipment Renta	109.93	Grease Gun & Starter Kit
	548 65 48 13 O & M - Storm				501 000 548 Equipment Renta	109.93	Grease Gun & Starter Kit
	548 65 48 14 O & M - Water/Sewer				501 000 548 Equipment Renta	109.94	Grease Gun & Starter Kit
36231	10/07/2025	10/14/2025	3692	Home Depot Credit Services		39.00	Painting Trays for Painting Hydrants
	534 50 31 01 Oper Supplies - Water Maint				425 000 534 Water Fund (dep	39.00	Painting Trays for Painting Hydrants
				Total Home Depot Credit Services		761.74	
36141	10/03/2025	10/14/2025	4131	Humane Society - Tacoma		789.21	October 2025 Boarding Contract
	554 30 41 00 Animal Control				001 000 554 General Fund	789.21	October 2025 Boarding Contract
36061	09/18/2025	10/14/2025	2666	Jackson, Marty C		268.36	06-00010.1 - 1102 PARADISE PKWY
	343 10 00 00 Storm Drain Revenues				415 000 340 Storm Drain	-68.00	
	343 40 00 00 Sale Of Water				425 000 340 Water Fund (dep	-79.77	

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	343 50 00 00 Sewer Revenues				430 000 340 Sewer Fund (dep	-120.59	
36127	10/03/2025	10/14/2025	1294	Joanne Carole Allen Estate		55.16	02-00130.0 - 301 ELDORADO AVE
	343 10 00 00 Storm Drain Revenues				415 000 340 Storm Drain	-24.28	
	343 40 00 00 Sale Of Water				425 000 340 Water Fund (dep	-27.53	
	343 50 00 00 Sewer Revenues				430 000 340 Sewer Fund (dep	-3.35	
36078	09/22/2025	10/14/2025	3735	Judicial Conference Registrar, Financial Services		40.00	2025 CLJ-Line Staff Program - Livestream Administrative Fee - S Olivarez
	512 51 49 01 Reg & Tuition - Court				001 000 512 General Fund	40.00	2025 CLJ-Line Staff Program - Livestream Administrative Fee - S Olivarez
36079	09/22/2025	10/14/2025	3735	Judicial Conference Registrar, Financial Services		80.00	2025 CLJ-Line Staff Program - In-Person Incidental Fee - S Clother
	512 51 49 01 Reg & Tuition - Court				001 000 512 General Fund	80.00	2025 CLJ-Line Staff Program - In-Person Incidental Fee - S Clother
36080	09/22/2025	10/14/2025	3735	Judicial Conference Registrar, Financial Services		80.00	2025 CLJ-Line Staff Program - In-Person Incidental Fee - G Costanti-Eacrett
	512 51 49 01 Reg & Tuition - Court				001 000 512 General Fund	80.00	2025 CLJ-Line Staff Program - In-Person Incidental Fee - G Costanti-Eacrett
				Total Judicial Conference Registrar, Financial Services		200.00	
36158	10/06/2025	10/14/2025	9817	Kenyon Disend		1,553.63	Attorney Services - September 2025
	515 41 41 02 Special Legal Counsel				001 000 515 General Fund	689.00	Attorney Services - September 2025
	518 11 41 03 Legal Services - Personnel				001 000 518 General Fund	864.63	Attorney Services - September 2025
36159	10/06/2025	10/14/2025	9817	Kenyon Disend		7,272.50	Attorney Services - September 2025
	515 41 41 01 City Attorney				001 000 515 General Fund	5,336.00	Attorney Services - September 2025
	515 41 41 02 Special Legal Counsel				001 000 515 General Fund	611.50	Attorney Services - September 2025
	518 11 41 03 Legal Services - Personnel				001 000 518 General Fund	1,325.00	Attorney Services - September 2025
				Total Kenyon Disend		8,826.13	
36197	10/06/2025	10/14/2025	10264	Larson, Shari		1,603.00	Gentle Yoga & Chair Yoga Classes (09/01/25-09/30/25)
	571 10 49 04 Instructor Fees				001 000 571 General Fund	1,603.00	Gentle Yoga & Chair Yoga Classes (09/01/25-09/30/25)

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36200	10/06/2025	10/14/2025	10264	Larson, Shari	1,493.80	Gentle Yoga & Chair Yoga Classes (08/01/25-08/31/25)
	571 10 49 04 Instructor Fees			001 000 571 General Fund	1,493.80	Gentle Yoga & Chair Yoga Classes (08/01/25-08/31/25)
				Total Larson, Shari	3,096.80	
36075	09/19/2025	10/14/2025	156	LeCompte, Karen	78.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services			001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
36201	10/06/2025	10/14/2025	3776	Lemay Mobile Shredding	57.40	Shredding 09/2025 - CH
	514 23 49 00 Miscellaneous - Finance			001 000 514 General Fund	57.40	Shredding 09/2025 - CH
36161	10/06/2025	10/14/2025	10459	Locke Systems Inc.	275.91	Network Card for Backup & Disaster Recovery, AV Tech Support for Centennial Meeting
	518 81 35 00 Small Tools & Equip - I/S			001 000 518 General Fund	35.07	Network Card for Backup & Disaster Recovery
	518 81 41 01 Prof Svcs - I/S			001 000 518 General Fund	240.84	AV Tech Support for Centennial Meeting
36162	10/06/2025	10/14/2025	10459	Locke Systems Inc.	4,954.50	IT Managed Services - October 2025 (for September Services)
	518 81 41 01 Prof Svcs - I/S			001 000 518 General Fund	4,954.50	IT Managed Services - October 2025 (for September Services)
36164	10/06/2025	10/14/2025	10459	Locke Systems Inc.	110.10	Permit Fee - LV Project - Rec Center
	518 81 41 01 Prof Svcs - I/S			001 000 518 General Fund	110.10	Permit Fee - LV Project - Rec Center
				Total Locke Systems Inc.	5,340.51	
36073	09/19/2025	10/14/2025	3791	Lowe's Company-#338954	19.24	Sand for Road Signs
	542 30 31 02 Oper Supplies - Street Reg			101 000 542 City Street Fund	19.24	Sand for Road Signs
36088	09/22/2025	10/14/2025	9259	Matthews, Hayley	82.88	04-00340.4 - 804 ELECTRON WAY
	343 10 00 00 Storm Drain Revenues			415 000 340 Storm Drain	-82.89	
	343 40 00 00 Sale Of Water			425 000 340 Water Fund (dep	131.23	
	343 50 00 00 Sewer Revenues			430 000 340 Sewer Fund (dep	-131.22	
36207	10/06/2025	10/14/2025	1952	Morasch, Lynn	78.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services			001 000 572 General Fund	78.00	Library Reimbursement - 1 Year

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36121	10/02/2025	10/14/2025	3878	National Barricade Co LLC		614.92	Traffic Revision Signs for Light Issue on Electron/Regents
	542 63 31 00 Oper Supplies - St Light				101 000 542 City Street Fund	614.92	Traffic Revision Signs for Light Issue on Electron/Regents
36211	10/06/2025	10/14/2025	3878	National Barricade Co LLC		1,559.62	Barricades - Centennial Celebration Parade, Derby Days, Fun Days, NNO
	521 22 49 04 CJF Programs				001 000 521 General Fund	389.90	NNO Barricades
	573 90 49 01 Community Events				001 000 573 General Fund	389.91	Derby Days, Fun Days Barricades
	573 90 49 02 Centennial Celebration				001 000 573 General Fund	779.81	Centennial Celebration Parade Barricades
36212	10/06/2025	10/14/2025	3878	National Barricade Co LLC		1,961.39	Barricades - Centennial Celebration Parade, Derby Days, Fun Days, NNO
	521 22 49 04 CJF Programs				001 000 521 General Fund	490.34	NNO Barricades
	573 90 49 01 Community Events				001 000 573 General Fund	490.35	Derby Days, Fun Days Barricades
	573 90 49 02 Centennial Celebration				001 000 573 General Fund	980.70	Centennial Celebration Parade Barricades
				Total National Barricade Co LLC		4,135.93	
36217	10/07/2025	10/14/2025	11227	Pace Blake & Cox Inc.		5,505.00	Refinish Main Entrance Doors
	518 30 48 02 Rep & Maint - City Hall				001 000 518 General Fund	5,505.00	Refinish Main Entrance Doors
36072	09/19/2025	10/14/2025	8993	Pacific Office Automation - A/R		382.21	Copier Usage - 08/01/25-09/01/25
	512 51 45 00 Oper Rentals - Copier - Coui				001 000 512 General Fund	22.70	Court 08/01/25-09/01/25
	518 10 45 00 Oper Rentals - Copier - Non				001 000 518 General Fund	244.05	City Hall 08/01/25-09/01/25
	531 50 45 00 Oper Rentals - Copier - Stori				415 000 531 Storm Drain	7.65	Storm 08/01/25-09/01/25
	534 10 45 02 Oper Rentals - Copier - Wat				425 000 534 Water Fund (dep	7.66	Water 08/01/25-09/01/25
	535 10 45 00 Oper Rentals - Copier - Sew				430 000 535 Sewer Fund (dep	7.66	Sewer 08/01/25-09/01/25
	542 30 45 00 Oper Rentals - Copier - Stree				101 000 542 City Street Fund	7.65	Street 08/01/25-09/01/25
	571 10 45 01 Oper Rentals - Copier - Rec				001 000 571 General Fund	76.36	Rec 08/01/25-09/01/25
	576 80 45 00 Oper Rentals - Copier - Park				001 000 576 General Fund	8.48	Parks 08/01/25-09/01/25
36166	10/06/2025	10/14/2025	8993	Pacific Office Automation - A/R		549.59	Monthly Lease Charges - 08/01/25-09/01/25
	512 51 45 00 Oper Rentals - Copier - Coui				001 000 512 General Fund	9.58	Court 08/01/25-09/01/25
	518 10 45 00 Oper Rentals - Copier - Non				001 000 518 General Fund	18.66	City Hall 08/01/25-09/01/25
	531 50 45 00 Oper Rentals - Copier - Stori				415 000 531 Storm Drain	2.93	Storm 08/01/25-09/01/25
	534 10 45 02 Oper Rentals - Copier - Wat				425 000 534 Water Fund (dep	2.93	Water 08/01/25-09/01/25
	535 10 45 00 Oper Rentals - Copier - Sew				430 000 535 Sewer Fund (dep	2.92	Sewer 08/01/25-09/01/25

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	542 30 45 00 Oper Rentals - Copier - Stree			101 000 542 City Street Fund	2.92	Street 08/01/25-09/01/25
	571 10 45 01 Oper Rentals - Copier - Rec			001 000 571 General Fund	9.42	Rec 08/01/25-09/01/25
	576 80 45 00 Oper Rentals - Copier - Park			001 000 576 General Fund	1.05	Parks 08/01/25-09/01/25
	591 12 70 00 Lease Payments - Court			001 000 591 General Fund	94.84	Court 08/01/25-09/01/25
	591 18 70 10 Lease Payments - Non-Dept			001 000 591 General Fund	184.78	City Hall 08/01/25-09/01/25
	591 31 70 00 Lease Payments - Storm			415 000 591 Storm Drain	28.99	Storm 08/01/25-09/01/25
	591 34 70 00 Lease Payments - Water Adr			425 000 591 Water Fund (dep	28.99	Water 08/01/25-09/01/25
	591 35 70 00 Lease Payments - Sewer			430 000 591 Sewer Fund (dep	28.99	Sewer 08/01/25-09/01/25
	591 71 70 00 Lease Payments - Recreatior			001 000 591 General Fund	93.23	Rec 08/01/25-09/01/25
	591 76 70 80 Lease Payments - Parks			001 000 591 General Fund	10.36	Parks 08/01/25-09/01/25
	591 95 70 00 Lease Payments - Street			101 000 591 City Street Fund	29.00	Street 08/01/25-09/01/25
			Total Pacific Office Automation - A/R		931.80	
36184	10/06/2025	10/14/2025 4108	Pape Machinery Inc.		2.72	Screw For John Deere 1570
	548 65 48 11 O & M - Parks/Rec			501 000 548 Equipment Renta	2.72	Screw For John Deere 1570
36123	10/02/2025	10/14/2025 3945	Patriot Fire Protection, Inc		554.90	Annual Fire Alarm Inspection - Rec Center
	518 30 48 01 Rep & Maint - Rec Bldg			001 000 518 General Fund	554.90	Annual Fire Alarm Inspection - Rec Center
36124	10/02/2025	10/14/2025 3945	Patriot Fire Protection, Inc		504.26	Annual Fire Alarm Inspection - CH
	518 30 48 02 Rep & Maint - City Hall			001 000 518 General Fund	504.26	Annual Fire Alarm Inspection - CH
36125	10/02/2025	10/14/2025 3945	Patriot Fire Protection, Inc		486.64	Annual Fire Alarm Inspection - PW
	518 30 48 03 Rep & Maint - PW			001 000 518 General Fund	486.64	Annual Fire Alarm Inspection - PW
36126	10/02/2025	10/14/2025 3945	Patriot Fire Protection, Inc		865.39	Annual Fire Alarm Inspection; Replace Fire Alarm Batteries (Qty 2) - Pool
	576 20 48 00 Rep & Maint - Pool			001 000 576 General Fund	865.39	Annual Fire Alarm Inspection; Replace Fire Alarm Batteries (Qty 2) - Pool
			Total Patriot Fire Protection, Inc		2,411.19	
36160	10/06/2025	10/14/2025 3955	Petrocard Systems Inc		1,020.37	Gas/Fuel - 09/2025
	548 65 31 11 Gas - Parks/Rec			501 000 548 Equipment Renta	252.40	Parks - 09/2025
	548 65 31 12 Gas - Street			501 000 548 Equipment Renta	87.38	Street - 09/2025
	548 65 31 13 Gas - Storm			501 000 548 Equipment Renta	264.25	Storm - 09/2025
	548 65 31 14 Gas - Water/Sewer			501 000 548 Equipment Renta	416.34	Water/Sewer - 09/2025

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36192	10/06/2025	10/14/2025	10221	Petty Cash-ParksRec	109.50	Petty Cash Reimbursement - 10/14/25
	571 10 31 02 Senior Program Supplies			001 000 571 General Fund	109.50	Senior Morning Supplies
36076	09/19/2025	10/14/2025	7315	Pizzano, Christine	39.00	Library Reimbursement - 1/2 Year
	572 21 49 00 Library Services			001 000 572 General Fund	39.00	Library Reimbursement - 1/2 Year
36165	10/06/2025	10/14/2025	3751	Psomas, DBA KPG Psomas	18,310.25	P#88 Alameda Avenue West Sidewalk Project - 07/25/25-08/21/25
	595 10 63 10 Alameda Ave W Sidewalk #8			101 000 594 City Street Fund	18,310.25	P#88 Alameda Avenue West Sidewalk Project - 07/25/25-08/21/25
36223	10/07/2025	10/14/2025	3986	Puget Sound Energy, BOT-01H	87.08	Natural Gas - Rec Center - September 2025
	571 10 47 00 Public Utility Services - Rec			001 000 571 General Fund	87.08	Natural Gas - Rec Center - September 2025
36224	10/07/2025	10/14/2025	3986	Puget Sound Energy, BOT-01H	1,765.23	Natural Gas - Pool/Bathhouse - September 2025
	576 20 47 00 Public Utility Services - Pool			001 000 576 General Fund	1,765.23	Natural Gas - Pool/Bathhouse - September 2025
36225	10/07/2025	10/14/2025	3986	Puget Sound Energy, BOT-01H	54.89	Natural Gas - PW - August 2025
	531 50 47 02 Public Utility Services - Bldg			415 000 531 Storm Drain	13.73	Natural Gas - PW - August 2025
	534 10 47 00 Utility Services/Building - Wa			425 000 534 Water Fund (dep	13.72	Natural Gas - PW - August 2025
	535 10 47 00 Utility Services/Building - Se			430 000 535 Sewer Fund (dep	13.72	Natural Gas - PW - August 2025
	542 30 47 02 Electricity & Gas/Bldg - Stree			101 000 542 City Street Fund	13.72	Natural Gas - PW - August 2025
36226	10/07/2025	10/14/2025	3986	Puget Sound Energy, BOT-01H	53.94	Natural Gas - City Hall - August 2025
	518 30 47 00 Public Utility Services - City I			001 000 518 General Fund	53.94	Natural Gas - City Hall - August 2025
				Total Puget Sound Energy, BOT-01H	1,961.14	
36090	09/22/2025	10/14/2025	3989	Puget Sound Regional Council	2,543.00	FY26 Membership Dues 7/1/25-6/30/26
	511 60 49 02 Dues/Member/Subscriptions			001 000 511 General Fund	2,543.00	FY26 Membership Dues 7/1/25-6/30/26
36139	10/03/2025	10/14/2025	337	Roberts, Christopher	25.00	Gym Reimbursement Fees - September 2025
	521 22 20 00 Personnel Benefits - Police			001 000 521 General Fund	25.00	Gym Reimbursement Fees - September 2025
36196	10/06/2025	10/14/2025	10398	Rubke, Patricia	553.00	Barre Classes (Beginning Barre, Barre HIIT, Barre) 9/01/25-9/30/25
	571 10 49 04 Instructor Fees			001 000 571 General Fund	553.00	Barre Classes (Beginning Barre, Barre HIIT, Barre) 9/01/25-9/30/25

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36198	10/06/2025	10/14/2025	10398	Rubke, Patricia		220.50	Barre Classes (Beginning Barre, Barre HIIT, Barre) 8/01/25-8/31/25
	571 10 49 04 Instructor Fees				001 000 571 General Fund	220.50	Barre Classes (Beginning Barre, Barre HIIT, Barre) 8/01/25-8/31/25
				Total Rubke, Patricia		773.50	
36157	10/06/2025	10/14/2025	11164	Sehmel, AICP, Lindsey		8,562.50	Contracted Services from 08/18/25-10/02/25
	558 60 41 00 Prof Svcs - Planning				001 000 558 General Fund	8,562.50	Contracted Services from 08/18/25-10/02/25
36228	10/07/2025	10/14/2025	6088	Sentinel Pest Control Inc		258.00	Pest Control - PW - 10/2025
	531 50 48 00 Rep & Maint - Storm				415 000 531 Storm Drain	64.50	Pest Control - PW - 10/2025
	534 50 48 01 Rep & Maint - Water Maint				425 000 534 Water Fund (dep	64.50	Pest Control - PW - 10/2025
	535 50 48 00 Rep & Maint - Sewer Maint				430 000 535 Sewer Fund (dep	64.50	Pest Control - PW - 10/2025
	542 30 48 01 Rep & Maint - Street Maint				101 000 542 City Street Fund	64.50	Pest Control - PW - 10/2025
36229	10/07/2025	10/14/2025	6088	Sentinel Pest Control Inc		135.08	Pest Control - City Hall - 09/2025
	518 30 48 02 Rep & Maint - City Hall				001 000 518 General Fund	135.08	Pest Control - City Hall - 09/2025
36232	10/10/2025	10/14/2025	6088	Sentinel Pest Control Inc		258.00	Pest Control - PW - 09/2025
	531 50 48 00 Rep & Maint - Storm				415 000 531 Storm Drain	64.50	Pest Control - PW - 09/2025
	534 50 48 01 Rep & Maint - Water Maint				425 000 534 Water Fund (dep	64.50	Pest Control - PW - 09/2025
	535 50 48 00 Rep & Maint - Sewer Maint				430 000 535 Sewer Fund (dep	64.50	Pest Control - PW - 09/2025
	542 30 48 01 Rep & Maint - Street Maint				101 000 542 City Street Fund	64.50	Pest Control - PW - 09/2025
				Total Sentinel Pest Control Inc		651.08	
36144	10/03/2025	10/14/2025	4056	Sherwin-Williams Company		349.94	Paint for Whittier Pavilion and Bathrooms
	576 80 31 00 Office Supplies - Parks				001 000 576 General Fund	349.94	Paint for Whittier Pavilion and Bathrooms
36092	09/23/2025	10/14/2025	4060	Sir Speedy		92.40	Centennial Parade - VIP Invitations & Envelopes (Qty 50)
	573 90 49 02 Centennial Celebration				001 000 573 General Fund	92.40	Centennial Parade - VIP Invitations & Envelopes (Qty 50)
36093	09/23/2025	10/14/2025	4060	Sir Speedy		92.40	Centennial Special Council Meeting - Invitations & Envelopes (Qty 50)

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	573 90 49 02 Centennial Celebration				001 000 573 General Fund	92.40	Centennial Special Council Meeting - Invitations & Envelopes (Qty 50)
				Total Sir Speedy		184.80	
36119	10/02/2025	10/14/2025	7308	SiteCrafting Inc		897.00	Monthly Hosting - CityofFircrest.net - July-Sept 2025
	518 81 41 02 Web Design & Maintenance				001 000 518 General Fund	897.00	Monthly Hosting - CityofFircrest.net - July-Sept 2025
36091	09/22/2025	10/14/2025	4084	Staples Business Advantage		22.89	Office Supplies - Court
	512 51 31 00 Office & Oper Sup - Court				001 000 512 General Fund	22.89	Office Supplies - Court
36218	10/07/2025	10/14/2025	4084	Staples Business Advantage		159.95	Office Supplies - Court
	512 51 31 00 Office & Oper Sup - Court				001 000 512 General Fund	159.95	Office Supplies - Court
36220	10/07/2025	10/14/2025	4084	Staples Business Advantage		183.00	Office Supplies - Central, Planning & Building
	518 10 34 01 Office Supplies - Central				001 000 518 General Fund	17.86	Office Supplies - Central
	524 20 35 00 Small Tools & Equip - Buildi				001 000 524 General Fund	82.57	Office Chair - Building
	558 60 35 00 Small Tools & Equip - Planni				001 000 558 General Fund	82.57	Office Chair - Planning
				Total Staples Business Advantage		365.84	
36173	10/06/2025	10/14/2025	9319	StreetScan		6,908.78	Data Collection & Mobilization, 2025 Data Management & Support - Annual Essentials & Image Viewer Subscription
	518 81 49 01 Software Licenses				001 000 518 General Fund	1,840.88	2025 Data Management & Support - Annual Essentials & Image Viewer Subscription
	542 30 41 00 Prof Svcs - Street Reg				101 000 542 City Street Fund	5,067.90	Data Collection & Mobilization
36148	10/03/2025	10/14/2025	4110	Superior Linen Service		66.68	Linen Service 09/19/25 - Public Works
	518 30 48 03 Rep & Maint - PW				001 000 518 General Fund	66.68	Linen Service 09/19/25 - Public Works
36149	10/03/2025	10/14/2025	4110	Superior Linen Service		66.68	Linen Service 09/05/25 - Public Works
	518 30 48 03 Rep & Maint - PW				001 000 518 General Fund	66.68	Linen Service 09/05/25 - Public Works
36150	10/03/2025	10/14/2025	4110	Superior Linen Service		81.41	Linen Service 09/19/25 - City Hall
	518 30 48 02 Rep & Maint - City Hall				001 000 518 General Fund	81.41	Linen Service 09/19/25 - City Hall
36151	10/03/2025	10/14/2025	4110	Superior Linen Service		81.41	Linen Service 09/05/25 - City Hall

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	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	81.41	Linen Service 09/05/25 - City Hall
36152	10/03/2025	10/14/2025 4110	Superior Linen Service	119.69	Linen Service 09/17/25 - Rec Center
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	119.69	Linen Service 09/17/25 - Rec Center
36153	10/03/2025	10/14/2025 4110	Superior Linen Service	119.69	Linen Service 09/03/25 - Rec Center
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	119.69	Linen Service 09/03/25 - Rec Center
36154	10/03/2025	10/14/2025 4110	Superior Linen Service	52.42	Linen Service 09/03/25 - Pool Party Room
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	52.42	Linen Service 09/03/25 - Pool Party Room
36155	10/03/2025	10/14/2025 4110	Superior Linen Service	52.42	Linen Service 09/17/25 - Pool Party Room
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	52.42	Linen Service 09/17/25 - Pool Party Room
			Total Superior Linen Service	640.40	
36204	10/06/2025	10/14/2025 4328	Systems for Public Safety Inc	1,683.66	#60942D - 2016 Ford Interceptor Utility - Tested TPMS Lights, LOF, Remove & Replace Tire Pressure Sensor, Remove & Replace Front Brake Pads & Rotors
	548 65 48 08 O & M - Police		501 000 548 Equipment Rent	1,683.66	#60942D - 2016 Ford Interceptor Utility - Tested TPMS Lights, LOF, Remove & Replace Tire Pressure Sensor, Remove & Replace Front Brake Pads & Rotors
36208	10/06/2025	10/14/2025 4328	Systems for Public Safety Inc	168.25	#71536D - 2023 Ford Interceptor Utility - LOF, Lubricate & Check Chassis
	548 65 48 08 O & M - Police		501 000 548 Equipment Rent	168.25	#71536D - 2023 Ford Interceptor Utility - LOF, Lubricate & Check Chassis
			Total Systems for Public Safety Inc	1,851.91	
36175	10/06/2025	10/14/2025 9888	T-Mobile (Cell Phone Bill)	95.33	JAMF Pro Monthly - 09/2025
	518 10 42 00 Communication - Non Dept		001 000 518 General Fund	3.66	Non Dept - 09/2025 - JAMF Pro Monthly
	518 30 42 00 Communication - Fac/Equip		001 000 518 General Fund	11.01	Maint. Lead, 2 Workers 09/2025 - JAMF Pro Monthly
	521 22 42 00 Communication - Police		001 000 521 General Fund	36.70	Police Officers, Chief 09/2025 - JAMF Pro Monthly
	524 20 42 00 Communication- Building		001 000 524 General Fund	1.83	Community Development Dir. 09/2025 - JAMF Pro Monthly

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	531 50 42 00 Communication - Storm			415 000 531 Storm Drain	7.32	Public Works Crew, Director, PW Office Coord. 09/2025 - JAMF Pro Monthly
	534 10 42 00 Communication - Water Adr			425 000 534 Water Fund (der	7.32	Public Works Crew, Director, PW Office Coord. 09/2025 - JAMF Pro Monthly
	535 10 42 01 Communication - Sewer Adr			430 000 535 Sewer Fund (der	7.32	Public Works Crew, Director, PW Office Coord. 09/2025 - JAMF Pro Monthly
	542 30 42 00 Communication - Street Reg			101 000 542 City Street Fund	7.32	Public Works Crew, Director, PW Office Coord. 09/2025 - JAMF Pro Monthly
	558 60 42 00 Communication - Planning			001 000 558 General Fund	1.84	Community Development Dir. 09/2025 - JAMF Pro Monthly
	576 80 42 00 Communication - Parks			001 000 576 General Fund	11.01	P/R Director, Events, Maint. Worker 09/2025 - JAMF Pro Monthly
36176	10/06/2025	10/14/2025 9888	T-Mobile (Cell Phone Bill)		1,222.70	Cell Phones & Air Cards - 09/2025
	518 30 42 00 Communication - Fac/Equip			001 000 518 General Fund	92.46	Maint. Lead, 2 Workers 09/2025
	521 22 42 00 Communication - Police			001 000 521 General Fund	656.78	Police Officers, Chief and Air Cards 09/2025
	524 20 42 00 Communication- Building			001 000 524 General Fund	15.41	Community Development Dir. 09/2025
	531 50 42 00 Communication - Storm			415 000 531 Storm Drain	79.71	Public Works Crew, Director, PW Office Coord. 09/2025
	534 10 42 00 Communication - Water Adr			425 000 534 Water Fund (der	111.06	Public Works Crew, Director, PW Office Coord., PW Water Meter Collector 09/2025
	535 10 42 01 Communication - Sewer Adr			430 000 535 Sewer Fund (der	79.71	Public Works Crew, Director, PW Office Coord. 09/2025
	542 30 42 00 Communication - Street Reg			101 000 542 City Street Fund	79.70	Public Works Crew, Director, PW Office Coord. 09/2025
	558 60 42 00 Communication - Planning			001 000 558 General Fund	15.41	Community Development Dir. 09/2025
	576 80 42 00 Communication - Parks			001 000 576 General Fund	92.46	P/R Director, Events, Maint. Worker 09/2025
36177	10/06/2025	10/14/2025 9888	T-Mobile (Cell Phone Bill)		36.95	Court, PW, City Hall Fax Line (08/21/25-09/20/25)
	512 51 42 00 Communication - Court			001 000 512 General Fund	12.30	Court Fax Line (08/21/25-09/20/25)
	518 10 42 00 Communication - Non Dept			001 000 518 General Fund	12.30	City Hall Fax Line (08/21/25-09/20/25)
	531 50 42 00 Communication - Storm			415 000 531 Storm Drain	3.09	PW Fax Line (08/21/25-09/20/25)
	534 10 42 00 Communication - Water Adr			425 000 534 Water Fund (der	3.09	PW Fax Line (08/21/25-09/20/25)
	535 10 42 01 Communication - Sewer Adr			430 000 535 Sewer Fund (der	3.09	PW Fax Line (08/21/25-09/20/25)
	542 30 42 00 Communication - Street Reg			101 000 542 City Street Fund	3.08	PW Fax Line (08/21/25-09/20/25)
			Total T-Mobile (Cell Phone Bill)		1,354.98	
36191	10/06/2025	10/14/2025 4120	Tacoma Daily Index		189.93	September 2025 Publications

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	511 60 41 01 Advertising - Legisl			001 000 511 General Fund	50.31	Notice of Cancelled September Council Study Session, Notice of Special September Council Meeting
	521 10 41 01 Advertising - Civil Svc			001 000 521 General Fund	82.68	Civil Service - Cancelled September Meeting, Special September Meetings
	558 60 41 01 Advertising - Planning			001 000 558 General Fund	56.94	Notice of Environmental Determination
36222	10/07/2025	10/14/2025	4322	Tacoma, City of - POWER	3,374.31	Power - Various Locations - 09/2025
	534 80 47 01 Utility Services/Pumping			425 000 534 Water Fund (dep	2,914.69	PW, Well #6, #7, #8, Weathervane Booster - 09/2025
	535 10 47 00 Utility Services/Building - Se			430 000 535 Sewer Fund (dep	423.37	PW Power - 09/2025
	542 30 47 03 Electricity/Traffic Lights			101 000 542 City Street Fund	23.74	Traffic Control - 09/2025
	542 63 47 00 Electricity/Street Lights			101 000 542 City Street Fund	12.51	Street Lights - 09/2025
36167	10/06/2025	10/14/2025	4139	Tapco Visa Card	484.44	Tapco Charges thru 09/23/25
	518 81 49 01 Software Licenses			001 000 518 General Fund	484.44	Bluebeam Subscription Renewal
36195	10/06/2025	10/14/2025	10777	The TSMSHOP, Willie Combs	571.50	Centennial Celebration Shirts (Qty 53) and Flag
	573 90 49 02 Centennial Celebration			001 000 573 General Fund	571.50	Centennial Celebration Shirts (Qty 53) and Flag
36135	10/03/2025	10/14/2025	4239	Thomson Reuters - West	922.64	2026 Court Rules - Local, State And Federal
	512 51 31 01 Publications - Court Rules			001 000 512 General Fund	922.64	2026 Court Rules - Local, State And Federal
36202	10/06/2025	10/14/2025	6278	Tucker, Ben	78.00	Library Reimbursement - 1 Year (Ben)
	572 21 49 00 Library Services			001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Ben)
36118	10/02/2025	10/14/2025	5934	US Bank, City Hall Account	1,328.00	P-Card Charges thru 09/25/25
	512 51 31 00 Office & Oper Sup - Court			001 000 512 General Fund	-2.54	Artist Pro Subscription - Court - 09/20/25-09/20/26; Credit for Acrobat Pro Annual Subscription
	513 10 31 00 Office & Oper Sup - Admin			001 000 513 General Fund	127.95	Annual Jotform Subscription
	518 10 42 01 Postage - Non Dept			001 000 518 General Fund	336.00	Postage - Passports
	524 20 31 00 Office & Oper Sup - Building			001 000 524 General Fund	127.95	Annual Jotform Subscription
	558 60 31 00 Office & Oper Sup - Plannin			001 000 558 General Fund	127.94	Annual Jotform Subscription
	573 90 49 02 Centennial Celebration			001 000 573 General Fund	610.70	Centennial Celebration Supplies
36214	10/07/2025	10/14/2025	8482	US Bank, Police Department Account	1,120.53	P-Card Charges thru 09/24/25
	521 22 35 00 Small Tools & Equip - Police			001 000 521 General Fund	1,076.94	Hyfin Vent Chest Seal Twin Pack (Qty 12), Tint Meter for Vehicles, Safety Cones (Qty 11)
	521 22 49 00 Miscellaneous - Police			001 000 521 General Fund	43.59	Stop Stick Return, Postage for DUI Kit, Credit Refund for Overcharge for Dry Cleaning of Table Cloths for NNO Tables

ACCOUNTS PAYABLE

City Of Fircrest — Time: 11:10:08 Date: 10/10/2025

As Of: 10/14/2025 —

Accts Pay #	Received	Date Due		Vendor		Amount	Memo
36213	10/07/2025	10/14/2025	8483	US Bank, Public Works Dept Account		1,260.87	P-Card Charges thru 09/17/25
	518 30 31 04 Oper Supplies - CH				001 000 518 General Fund	29.69	Bee Sting Kits
	531 50 31 01 Office Supplies - Storm				415 000 531 Storm Drain	19.11	Door Hangers (Qty 250)
	534 10 31 00 Office Supplies - Water Adm				425 000 534 Water Fund (dep	19.10	Door Hangers (Qty 250)
	534 80 31 02 Oper Supplies - Water Gen (				425 000 534 Water Fund (dep	991.78	Well #9 Backflow Preventor Replacement, Parts to Replace Device in Well #9
	535 10 31 00 Office Supplies - Swr Admin				430 000 535 Sewer Fund (dep	19.10	Door Hangers (Qty 250)
	542 30 31 01 Office Supplies - Street Reg				101 000 542 City Street Fund	19.11	Door Hangers (Qty 250)
	548 65 48 12 O & M - Street				501 000 548 Equipment Renta	39.55	#59083D Fuse/Circuit Breaker Part, #59083D Fuse for Dump Bed
	571 10 31 01 Oper Supplies - Rec				001 000 571 General Fund	123.43	Fire Extinguisher Cabinet
36210	10/06/2025	10/14/2025	8484	US Bank, Recreation Dept Account		843.54	P-Card Charges thru 09/22/25
	571 10 31 01 Oper Supplies - Rec				001 000 571 General Fund	125.51	Staff Gear - 6 Embroidered Caps
	571 10 31 02 Senior Program Supplies				001 000 571 General Fund	108.68	Senior Morning Supplies
	571 10 31 03 Youth Supplies				001 000 571 General Fund	273.90	Wilderness Survival & Geocaching Supplies
	571 10 41 00 Senior Trips				001 000 571 General Fund	-246.45	Refund for Western Forest Industries Museum Senior Trip
	573 90 49 02 Centennial Celebration				001 000 573 General Fund	581.90	Centennial Celebration Supplies
36122	10/02/2025	10/14/2025	9884	United Lamp Supply		169.82	Light Bulb Replacement for Time & Temp Sign
	518 30 48 05 Rep & Maint - Time/Temp				001 000 518 General Fund	169.82	Light Bulb Replacement for Time & Temp Sign
36132	10/03/2025	10/14/2025	4178	University Place Refuse Inc		1,425.93	Dumping Fees - Storm 09/2025
	531 50 47 01 Dumping Fees - Storm				415 000 531 Storm Drain	429.18	Dumping Fees - Storm 09/2025
	534 80 47 02 Dumping Fees - Water				425 000 534 Water Fund (dep	249.19	Dumping Fees - Water 09/2025
	535 80 47 02 Dumping Fees - Sewer				430 000 535 Sewer Fund (dep	249.19	Dumping Fees - Sewer 09/2025
	542 30 47 01 Dumping Fees - Street				101 000 542 City Street Fund	249.18	Dumping Fees - Street 09/2025
	576 80 47 01 Dumping Fees - Parks				001 000 576 General Fund	249.19	Dumping Fees - Parks 09/2025
36179	10/06/2025	10/14/2025	9253	University Place Tire & Auto		401.85	#71532D 2020 Jeep Compass - LOF, Reset Maintenance Light, Vehicle Inspection, Replace Battery, Tire Rotation
	548 65 48 14 O & M - Water/Sewer				501 000 548 Equipment Renta	401.85	#71532D 2020 Jeep Compass - LOF, Reset Maintenance Light, Vehicle Inspection, Replace Battery, Tire Rotation
36140	10/03/2025	10/14/2025	4179	Unum Life Insurance Company of America		69.20	W. Smith Retired Benefits - October 2025
	521 22 20 02 LEOFF I Long Term Care Pre				001 000 521 General Fund	69.20	W. Smith Retired Benefits - October 2025

ACCOUNTS PAYABLE

City Of Fircrest

Time: 11:10:08 Date: 10/10/2025

As Of: 10/14/2025

Accts Pay #	Received	Date Due		Vendor	Amount	Memo
36206	10/06/2025	10/14/2025	10860	Utter, David	62.50	Marshallese Interpreting (1.25 hr) 24CR43752, 24IN43751
	512 51 41 03 Prof Srvs - Interpreter - FMC			001 000 512 General Fund	62.50	Marshallese Interpreting (1.25 hr) 24CR43752, 24IN43751
36209	10/06/2025	10/14/2025	3645	WEX BANK, Wright Express FSC	5,337.52	Gas/Fuel - 09/2025
	548 65 31 05 Gas - Non Dept			501 000 548 Equipment Rent	54.09	Non Dept 09/2025
	548 65 31 06 Gas - Facilities			501 000 548 Equipment Rent	274.53	F&E 09/2025
	548 65 31 08 Gas - Police			501 000 548 Equipment Rent	3,101.28	Police 09/2025
	548 65 31 11 Gas - Parks/Rec			501 000 548 Equipment Rent	334.47	Parks 09/2025
	548 65 31 12 Gas - Street			501 000 548 Equipment Rent	1,079.73	Street 09/2025
	548 65 31 14 Gas - Water/Sewer			501 000 548 Equipment Rent	493.42	W/S 09/2025
36086	09/22/2025	10/14/2025	4229	Washington State Patrol	600.00	Access User Fee - 3rd Quarter 2025
	521 22 41 03 WACIC/NCIC			001 000 521 General Fund	600.00	Access User Fee - 3rd Quarter 2025
36074	09/19/2025	10/14/2025	4231	Water Mgmt Labs Inc	450.00	Coliform and Fluoride Water Testing - 08/20/2025
	534 80 41 00 Water Testing			425 000 534 Water Fund (dep	450.00	Coliform and Fluoride Water Testing - 08/20/2025
36120	10/02/2025	10/14/2025	4231	Water Mgmt Labs Inc	72.00	Nitrate Nitrogen Water Testing - 09/11/2025
	534 80 41 00 Water Testing			425 000 534 Water Fund (dep	72.00	Nitrate Nitrogen Water Testing - 09/11/2025
				Total Water Mgmt Labs Inc	522.00	
36163	10/06/2025	10/14/2025	8270	Whepley, Katherine	78.00	Library Reimbursement - 1 Year (Katherine)
	572 21 49 00 Library Services			001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Katherine)
36134	10/03/2025	10/14/2025	9558	Zakoian, Zachary	78.00	Library Reimbursement - 1 Year (Zachary)
	572 21 49 00 Library Services			001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Zachary)
36147	10/03/2025	10/14/2025	10035	Zoom Video Communications	1,428.10	Monthly Phone Rental - 9/30/25-10/30/25
	513 10 42 00 Communication - Admin			001 000 513 General Fund	84.04	Meeting Webinar & Recording - 9/30/25-10/30/25
	518 10 42 00 Communication - Non Dept			001 000 518 General Fund	1,042.10	Monthly Phone Service - 9/30/25-10/30/25
	591 18 70 10 Lease Payments - Non-Dept			001 000 591 General Fund	301.96	Monthly Phone Rental - 9/30/25-10/30/25
36145	10/03/2025	10/14/2025	4273	Zumar Industries Inc	568.12	Sign Posts for Street Signs (Qty 6); Brackets (Qty 15)

Agenda Home

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	542 30 31 02 Oper Supplies - Street Reg		101 000 542 City Street Fund	568.12	Sign Posts for Street Signs (Qty 6); Brackets (Qty 15)

Report Total: 195,555.80

Fund	
001 General Fund	137,501.13
101 City Street Fund	34,223.12
415 Storm Drain	2,107.54
425 Water Fund (department)	7,733.22
426 Water Improvement Fund	478.70
430 Sewer Fund (department)	4,524.27
501 Equipment Rental Fund	8,987.82

This report has been reviewed by:

REMARKS: ______________________ Signature & Title ______________ Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Pro Tempore Nikki Bufford called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Karen Mauer-Smith, Brett L. Wittner, Hunter T. George, and Jim Andrews, and Mayor Shannon Reynolds were present. Mayor Reynolds and Councilmember Andrews attended the meeting virtually.

PRESIDING OFFICER'S REPORT

A. Centennial Proclamation – Presentation from Pierce County Councilmember Rosie Ayala

Pierce County Councilmember Ayala presented and read into the record the proclamation titled "Centennial Proclamation" from the Pierce County Council. Mayor Pro Tempore Bufford invited Councilmember comments. Councilmember Viafore expressed appreciation to Pierce County Councilmember Ayala for being an engaged county representative. Mayor Pro Tempore Bufford invited public comment; none were provided.

Mayor Pro Tempore Bufford invoked Rule 20. Order of Business from the Fircrest City Council Rules and modified the Council agenda to move 13A. Cottages at Fircrest Development Presentation under the Presiding Officer's Report. There were no objections from the Council.

B. Cottages at Fircrest Development Presentation

Mayor Pro Tempore Bufford requested the City Attorney to provide comment prior to the presentation.

City Attorney Eide reminded the Council that depending on the future steps of the potential project, a quasi-judicial process may apply. The appearance of fairness doctrine, as outlined under RCW 42.36.010, would be applicable to that process. She stated that quasi-judicial proceedings must be procedurally fair and conducted by impartial decision makers.

Planning Consultant, Kimberly Gunderson, introduced the Cottages at Fircrest Development applicants, Corey Martin and Kendall Willis and provided a brief overview of the pre-application materials submitted by the applicants.

Kendall Willis briefed the Council on the proposal for Cottages at Fircrest, which includes approximately 94 residential units on 33 acres located off Orchard Street. The project is designed under the City's Small Lot Development Standards (SL1 – SL17) and 40% of the site would remain as open space. Mr. Willis summarized the requested minor deviations from the code. Discussions included undeveloped open space accessible to the public, exploring potential grants for natural area trails, tree retention on slopes, slope stability, ingress/egress, and traffic safety concerns at Orchard Street left turns.

Planning Consultant Kimberly Gunderson stated that the project is at a conceptual stage and will require technical consultants regarding critical areas. Further discussions included project timelines and the application process.

CITY MANAGER COMMENTS
Acting City Manager Grover reminded Council that he was available if any Councilmembers needed assistance while City Manager Masko was out of the office.

City Manager Masko reported that Congresswoman Strickland's office provided an update regarding the Community Project Funding requests for the City's sidewalk project on Alameda Avenue. The project funding has not been addressed due to federal appropriations.

DEPARTMENT HEAD COMMENTS

- Acting City Manager/Parks and Recreation Director Grover reported that the Centennial Birthday Week 2025 concluded and expressed appreciation for the sponsors, volunteers, staff and Centennial Committee's support. He also reported on the senior programming which included a Mount Rainier Scenic Railroad, and the upcoming Oktoberfest at the Washington State Fairgrounds. Lastly, he reported that registration is open for the annual "Scarecrows and Skeletons" event. The UPAC Swim Club will continue to rent the pool during the afternoons through October. There was a brief discussion on the Family Dance turnout and attendance.

COUNCILMEMBER COMMENTS

- Councilmember Viafore expressed appreciation for the Centennial Celebration.
- Councilmember Mauer-Smith echoed Councilmember Viafore's comments.
- Councilmember Wittner reported that his daughter received her driver's permit and is learning to drive.
- Councilmember George congratulated everyone involved with the Centennial activities and reported that he has received public inquiries regarding the traffic light near the Public Safety Building. He suggested that the City continue to regularly share updates on social media regarding the traffic light.
- Councilmember Andrews reported that he has received positive feedback regarding the traffic light and stated that opinions vary on the flashing traffic light.
- Mayor Reynolds commented on the flashing traffic light and stated that it should be a signalized intersection.
- Mayor Pro Tempore Bufford acknowledged that opinions in the community are mixed about the flashing traffic light. She expressed appreciation for the Centennial Birthday Week and thanked staff, volunteers, sponsors, and community donors for their contributions.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA
Mayor Pro Tempore Bufford invited public comment. There were no comments provided.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks, Recreation and Sustainability
There was no report.

B. Police/Public Safety and Court
Councilmember Mauer-Smith reported that Municipal Judge Foley notified the City that she will not seek reappointment at the end of her term on December 31, 2025. She also reported

that the police officer's firearms qualifications are scheduled for September 26, 2025 at the Pierce County Sheriff's range. The Civil Service Commission approved the reclassification of the Police Records Coordinator and Police Records Technician positions. The Police Records Coordinator position is currently posted and will close on September 25, 2025. Police Officer Roberts' last day is September 24, 2025 and the City thanked him for his service.

C. Public Works and Facilities
There was no report.

D. Pierce County Regional Council
Mayor Reynolds reported that the Pierce County Regional Council's September meeting focused on homelessness. Next month's agenda will have a veteran's group and the Pierce County Climate Commitment Group presentation.

E. Other Liaison Reports
There were no other reports.

CONSENT CALENDAR
Mayor Pro Tempore Bufford requested the City Clerk read the Consent Calendar.

A. Approval of Check No. 223486 through 223536 in the amount of $164,067.58
Approval of payroll electronic funds transfer in the amount of $175,783.91

B. Approval of the September 9, 2025, Regular Meeting minutes
Approval of the September 15, 2025, Special Meeting minutes

Councilmember Wittner MOVED to approve the Consent Calendar; seconded by Councilmember Mauer-Smith.

<u>The Motion Carried (7-0).</u>

PUBLIC HEARING
There was no public hearing scheduled.

UNFINISHED BUSINESS
There was no unfinished business.

NEW BUSINESS
B. 2026 Preliminary Budget Presentation
Finance Director Deskins presented the 2026 Preliminary Budget to the Council and highlighted that a more detailed version will be provided at the first budget workshop scheduled for October 6, 2025. Additional workshops are planned for October 13, 20, and 27, 2025. Finance Director Deskins highlighted that the 2026 preliminary budget included a 2.7% cost-of-living adjustment, continuation of the sixth and final year of the EMS levy, 2.7% increase in the fire and EMS contract and the library reimbursement charge with the City of Tacoma. The budget also includes transfers from the General Fund to the Street Fund for streetlights and beautification projects.

CALL FOR FINAL COMMENTS

Finance Director Deskins reported that all Councilmembers will receive an emailed copy of the preliminary budget packet, and it will be posted on the City's website.

EXECUTIVE SESSION

There was no executive session scheduled.

ADJOURNMENT

Councilmember Wittner MOVED to adjourn the meeting at 8:04 P.M., seconded by Councilmember Mauer-Smith.

<u>The Motion Carried (7-0).</u>

Shannon Reynolds, Mayor

Arlette Burkhart, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: **Finance Consultant Professional Services Agreement Amendment**

ITEM: **13A**

DATE: **October 14, 2025**

FROM: **Dawn Masko, City Manager**

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #2 to the Professional Services Agreement with Colleen Corcoran for financial consulting services.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute Amendment #2 to the professional services agreement with Colleen Corcoran for on-call financial consulting services.

FISCAL IMPACT: This amendment increases the total cost of services by $7,000 to a not-to-exceed amount of $11,000.

ADVANTAGE: This amendment allows Ms. Corcoran to continue training and assisting the Finance Director with the 2026 Budget and year-end closing process on an as-needed basis.

DISADVANTAGES: None identified.

ALTERNATIVES: None.

BACKGROUND: The City hired a new Finance Director in early 2025. Colleen Corcoran, the City's long-time former Finance Director, provided training and guidance to the new Director earlier in the year, drawing on her extensive knowledge of the City's financial programs and processes. Following the recent emergency absence of the City Manager, there was no one available to support the Finance Director in navigating the budget process. Ms. Corcoran stepped in to provide assistance, necessitating an amendment to her contract to facilitate payment for these additional services.

ATTACHMENTS: Resolution
Professional Services Agreement Amendment #2

CITY OF FIRCREST
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH COLLEEN CORCORAN FOR FINANCIAL CONSULTING SERVICES.

WHEREAS, the City of Fircrest has contracted with Colleen Corcoran to provide financial consulting services; and

WHEREAS, the term of said Agreement expired on June 30, 2025; and

WHEREAS, the payment amount for said Agreement needs to be adjusted to allow for the level of services needed; and

WHEREAS, the City of Fircrest wishes to continue utilizing Colleen Corcoran for these services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute Amendment #2 to the professional services agreement with Colleen Corcoran for financial consulting services.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 14th day of October 2025.

APPROVED:

____
Shannon Reynolds, Mayor

ATTEST:

____
Arlette Burkhart, City Clerk

APPROVED AS TO FORM:

____
Joanna Eide, City Attorney

AMENDMENT #2
TO THE CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT
WITH COLLEEN CORCORAN

This Second Amendment is hereby made and entered into this 14th day of October 2025 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City," and Colleen Corcoran, hereinafter referred to as "Consultant".

WITNESSETH:

1. **Purpose:** The purpose of this Second Amendment is to amend the June 25, 2024, agreement. This amendment is limited to the amendments set forth herein. All of the remaining terms and conditions of the original agreement dated June 25, 2024, shall remain in full force and effect. The amendments are as follows:

2. The Term of the Agreement shall be extended through December 31, 2025.

3. Section 4 is hereby amended to read as follows:

   PAYMENT: Upon receipt of an invoice from the Consultant, the City may make monthly progress payments for work completed. Each invoice shall itemize the work performed. Consultant shall be compensated at One Hundred and Seventy-Five Dollars ($175) per hour with a total payment amount not to exceed Eleven Thousand Dollars and 0/100 ($11,000) without written modification of this Agreement signed by the City.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three counterparts, each of which shall be deemed as originals, in the year and day first mentioned above.

CITY OF FIRCREST	**CONSULTANT**
By: ______________________________	By: ________________________
Dawn Masko, City Manager	Colleen Corcoran

Approved as to Form:

By: ______________________________
Joanna M. Eide, City Attorney

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: **Ethos PNW Professional Services Agreement Amendment**

ITEM: **13B**

DATE: **October 14, 2025**

FROM: **Dawn Masko, City Manager**

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #1 to the Professional Services Agreement with Ethos PNW for on-call planning consulting services.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute an amendment to the professional services agreement with Ethos PNW for on-call planning consulting services.

FISCAL IMPACT: The total cost of services is not to exceed $70,000. Due to staff vacancies, the budget has sufficient salary savings to cover the 2025 contract costs, and a budget appropriation is included in the proposed 2026 budget.

ADVANTAGE: This amendment will allow Ethos PNW to continue providing planning services for the Whittier School construction project, as well as other projects, as time and budget allow. Use of a planning consultant provides a wide range of planning support services that meet the City's needs.

DISADVANTAGES: None identified.

ALTERNATIVES: None. The City does not have the technical expertise in-house to provide these services.

BACKGROUND: The City has experienced significant transitions in the Planning & Building Department and is currently short-staffed. To address the need for professional planning support, the City entered into a professional services agreement with Ethos PNW.

Ethos PNW provides a comprehensive array of on-call permitting, land use, and development services, as well as municipal policy updates for the City as needed.

ATTACHMENTS: Resolution
Professional Services Agreement Amendment #1
Professional Services Agreement

CITY OF FIRCREST
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ETHOS PNW FOR PLANNING CONSULTING SERVICES.

WHEREAS, the City of Fircrest has contracted with Ethos PNW to provide planning consulting services; and

WHEREAS, the City of Fircrest has identified funds for these services in the annual budget; and

WHEREAS, the term of said Agreement will expire on December 31, 2025; and

WHEREAS, the payment amount for said Agreement needs to be adjusted to allow for the level of services needed; and

WHEREAS, the City of Fircrest wishes to continue utilizing Ethos PNW for these services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute Amendment #1 to the professional services agreement with Ethos PNW for planning consulting services.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 14th day of October 2025.

APPROVED:

____
Shannon Reynolds, Mayor

ATTEST:

____
Arlette Burkhart, City Clerk

APPROVED AS TO FORM:

____
Joanna Eide, City Attorney

AMENDMENT #1
TO THE CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT
WITH ETHOS PNW

This First Amendment is hereby made and entered into this 14th day of October 2025 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City," and Ethos PNW, hereinafter referred to as "Consultant".

WITNESSETH:

1. **Purpose:** The purpose of this First Amendment is to amend the March 25, 2025, agreement. This amendment is limited to the amendments set forth herein. All remaining terms and conditions of the original agreement, dated March 25, 2025, shall remain in full force and effect. The amendments are as follows:

2. Exhibit A – Scope of Work and Fees is hereby replaced with a new Exhibit A to reflect the 2026 schedule of charges.

3. The Term of the Agreement shall be extended through December 31, 2026.

4. Section 2 is hereby amended to read as follows:

   <u>SCOPE OF SERVICES.</u> The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit A, attached hereto and incorporated herein by this reference. The Consultant agrees to perform the services, including the provision of all labor, materials, equipment, and supplies as identified in Exhibit A. The City will provide the consultant with the necessary information to perform these duties. The Consultant will perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment, or other relationship with the City.

5. Section 4 is hereby amended to read as follows:

   <u>PAYMENT.</u> The Consultant shall provide the City with monthly invoices that itemize the work performed by task, the time spent, and the related charges. The City shall pay the invoice amount within thirty (30) days. Consultant shall be paid a total amount not to exceed Seventy Thousand Dollars and 0/100 ($70,000) without written modification of this Agreement signed by the City.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three counterparts, each of which shall be deemed as originals, in the year and day first mentioned above.

CITY OF FIRCREST

By: ______________________________
Dawn Masko, City Manager

ETHOS PNW

By: ________________________
Lindsey Sehmel, Owner

Approved as to Form:

By: ______________________________
Joanna M. Eide, City Attorney

EXHIBIT A

SCOPE OF WORK AND FEES

This Exhibit A is incorporated into and made part of the Agreement between the City of Fircrest ("City") and **Ethos PNW** ("Consultant").

The Consultant shall provide the following services:

1. General Scope

The Consultant shall provide current and long-range planning services to the City of Fircrest on an on-call basis. Services required by the City may include, but are not limited to, general planning, permitting, and development review projects and services, and related municipal plans, codes, and policies. This includes all permit types as identified in Fircrest Municipal Code Title 22. Duties may include providing support to the Planning Commission, attending Planning Commission and City Council meetings as needed, participating in pre-application conferences as required, assisting with grant applications, and assisting in the enforcement and interpretation of local land use regulations. Additionally, the Consultant may assist in the development and implementation of growth management and land use plans, as well as other plans and codes, to meet the City's needs, any intergovernmental agreements or requirements, and any federal or state legislative mandates. The Consultant may act as the City's SEPA Authorized Official if designated by the City Manager.

The Consultant will ensure that all services align with the City's standards and operational expectations, as per the City Manager. All draft and final materials will be reviewed and approved by the City prior to distribution.

2. Consultant Fees

The Consultant's rates are as follows:

2025

- Virtual Services: $175 per hour
- In-Person Services: $200 per hour

2026

- Virtual Services: $200 per hour
- In-Person Services: $225 per hour

Additionally, the Consultant may seek reimbursement for necessary direct expenses incurred to complete the Scope of Services.

CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as "Agreement," is entered into this 25th day of March 2025 by and between the **City of Fircrest**, a political subdivision of the State of Washington, and hereinafter referred to as the "City" and **ETHOS PNW**, hereinafter referred to as "Consultant," collectively "Parties," in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, the City has determined a need to have certain services performed for its citizens; and

WHEREAS, the Consultant is in the business of performing such services, which are described below.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **PROJECT DESIGNATION.** The Consultant is retained by the City to perform on-call professional planning, permitting, and development review services.

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

3. **TERMS OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in full force and effect for a period commencing March 25, 2025, and ending December 31, 2025, and may be renewed yearly thereafter. Either party may terminate this Agreement upon thirty (30) day's written notice to the other party.

4. **PAYMENT.** Upon receipt of an invoice from the Consultant, the City may make monthly progress payments for work completed. Each invoice shall itemize the work performed. Consultant shall be paid a total amount not to exceed Twenty Thousand Dollars and 0 /100 ($20,000) without written modification of this Agreement signed by City.

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

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

7. **COMPLIANCE WITH LAWS.** The Consultant shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. Per Fircrest Municipal Code 5.04.020, the Consultant agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.

8. **CONFIDENTIALITY OF INFORMATION.** All information and data furnished to the Consultant by the City, and all other documents to which the Consultant's employees have access during the term of the Agreement, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

9. **CONSULTANT'S REPRESENTATIONS.** The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided herein and is qualified to perform such services.

10. **EXTRA WORK AND CHANGE ORDERS.** The Parties may agree to modify the scope of services and may agree to the performance of additional services for additional compensation, provided any such modification shall only be allowed by prior authorization in writing as a modification to this Agreement. Such modification shall be attached hereto and made a part hereof.

11. **FORCE MAJEURE.** The Consultant shall not be liable for failure to perform when its performance is hindered or prevented by an occurrence beyond the reasonable control of the Consultant.

12. **HOLD HARMLESS, DEFENSE, AND INDEMNITY.** With the exception of the sole negligence of the City, its employees, or elected officials, the Consultant shall protect, defend, indemnify, and hold harmless the City of Fircrest, its employees, officials, directors, officers, volunteers, and Councilmembers from any and all claims, demands, damages, injuries, lawsuits, liabilities, losses, liens, actions, expenses and costs to or by any person or entity arising out of all work, injuries, or property damage pursuant to this Agreement, buildings, parking, grounds, or other property of any kind, or resulting from the acts, errors or omissions of Consultant in the performance of this Agreement. This Agreement includes both Personal Injury, Bodily Injury, Death, or Property Damage, as well as other loss or damage. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the City.

    The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Consultant recognizes that this waiver was the subject of mutual negotiation. This indemnification and provisions of this section shall survive the expiration or termination of this Agreement.

13. **INSURANCE.** The Consultant will obtain and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the Consultant's liability to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity. The Consultant shall maintain at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured on the Liability insurance:

a. Workers' Compensation Coverage	Statutory
b. Commercial General Liability	$1,000,000/$2,000,000 aggregate
c. Comprehensive Automobile Liability	$1,000,000 per accident

d. $100,000 Employee Fidelity coverage that extends to the City and City employee property.

A Certificate of Insurance showing the foregoing will be submitted to the City for approval before work commences.

The minimum limits above do not limit the Consultant's liability to the City or the public.

14. **INTEGRATED AGREEMENT.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the Parties, written or oral. This Agreement may be amended only by written instrument signed by both City and Consultant.

15. **NON-DISCRIMINATION.** The Consultant shall not discriminate against any person, customer, employee, applicant for employment, subcontractor, supplier, materialman, firm, partnership, or organization because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, or the presence of any sensory, mental, or physical disability, except for a bona fide occupational qualification. Any person, firm, partnership, or organization contracting with, or doing business with, the City shall be in conformity with the City's policy on non-discrimination. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

16. **NON-WAIVER.** A waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provisions.

17. **OWNERSHIP, FORM, AND USE OF DOCUMENTS.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City, whether the project for which they are made is executed or not. Except as otherwise stated, the Consultant shall provide the City with all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by City, all final documents, reports, or studies shall be provided to City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to the City in the most updated version of AutoCAD in an unrestricted format and in accordance with the City Code. Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by City or its representatives for any purpose other than the project specified in this Agreement.

18. **PERFORMANCE AND STANDARDS.** The Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all plans, designs, drawings, and specifications prepared under this Agreement. The Consultant shall, without additional compensation, correct or reverse any errors or omissions in such work. The City reserves the right to withhold a part or all of a monthly payment if, in the judgment of the City, the Consultant has not performed or has unsatisfactorily performed any of the work set forth in this Agreement, provided that the City shall promptly notify the Consultant in writing of the specific items of non-performance or unsatisfactory performance. Any such payments withheld shall reasonably relate to the estimated value of the work not performed.

19. **PREVAILING WAGES.** Prevailing wages are not required for this Agreement.

20. **RECORDKEEPING.** Consultant shall maintain accounts, records, and documents related to the performance of this Agreement and shall make them available for the City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance, and quality assurance under this Agreement.

    The Consultant acknowledges that all records created or used by the Consultant in the performance of this Agreement may be subject to the Public Records Act, RCW 42.46. Except as otherwise authorized by the City, the Consultant shall retain such records for a period of seven (7) years after receipt of the final payment under this Agreement or termination of this Agreement. "Record" includes but is not limited to all written and electronic documents, photographs, drawings, and maps.

21. **SAFETY REQUIREMENT.** All work performed under the terms of this Agreement shall be performed in a manner that provides maximum safety to the public and City employees.

22. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement, which remains in full force and effect.

23. **STATUS OF CONSULTANT.** Neither the Consultant nor personnel employed by the Consultant shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. The Consultant shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.

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

25. **TERMINATION.** If the Consultant violates any of the covenants undertaken herein or any of the duties imposed upon it by the Agreement, the City may immediately terminate this Agreement with cause. Alternatively, either Party may terminate this Agreement without cause upon fourteen (14) days written notice, served to the other Party by certified mail. The Consultant shall be compensated by the City for all work performed to the date of termination. In the event of termination, all finished and unfinished work prepared by the Consultant pursuant to this Agreement shall be provided to the City.

26. **VENUE STIPULATION.** This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

27. **NOTICES.** Except for routine, operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid to the signatory Parties duly authorized to execute the Agreement.

BY THEIR SIGNATURES BELOW, the parties hereto have accepted and executed this Agreement as of the Effective Date stated above, which shall be the Effective Date for bonding purposes as applicable. The undersigned Consultant representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Agreement for and on behalf of the Consultant and further represents and warrants that the Consultant is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Agreement.

CITY OF FIRCREST

By: ___________________________________
Dawn Masko, City Manager

ETHOS PNW

[redacted]

Printed Name: _Lindsey Sehmel, AICP_______

Title: _Owner/Operator_____________________

APPROVED AS TO FORM:

By: ___________________________________
Joanna M. Eide, City Attorney

ATTEST:

By: ___________________________________
Arlette Burkhart, City Clerk

EXHIBIT A

SCOPE OF WORK AND FEES

This Exhibit A is incorporated into and made part of the Agreement between the City of Fircrest ("City") and **ETHOS PNW** ("Consultant"), effective March 25, 2025.

The Consultant shall provide the following services:

1. ETHOS PNW will act as the primary contact for on-call permitting and development review services for the City of Fircrest. This includes all permit types as identified in Fircrest Municipal Code Title 22.
2. The Consultant's rates are as follows:
   - Virtual Services: $175 per hour
   - In-Person Services: $200 per hour
3. This rate and contract provide for a maximum of 15 hours a week unless modified in writing by mutual agreement.
4. ETHOS PNW will ensure that all services align with the City's standards and operational expectations, are per the City Manager. All draft and final materials shall be reviewed and approved by the City prior to distribution.

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: **Resolution Amending Contract with Kenyon Disend, PLLC for City Attorney Services**

ITEM: **13C**

DATE: **October 14, 2025**

FROM: **Dawn Masko, City Manager**

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #4 to the Professional Services Agreement with Kenyon Disend, PLLC, for City Attorney services.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute the fourth amendment to the Professional Services Agreement with Kenyon Disend, PLLC, to extend the agreement's term to December 31, 2026, and to amend the hourly rate schedule.

FISCAL IMPACT: The 2025 rate for City Attorney Joanna Eide will be $275 per hour, up from $265 per hour in 2025.

ADVANTAGES: Extending this agreement will provide continuity of City Attorney services for 2026. Kenyon Disend attorneys have been working with the City of Fircrest since August 2021 and are knowledgeable about current City topics and land use projects.

DISADVANTAGES: None identified.

ALTERNATIVES: Do not approve the Kenyon Disend professional services agreement amendment and issue a Request for Qualifications for City Attorney services.

BACKGROUND: The City contracted with Kenyon Disend, PLLC, for City Attorney services in August 2021 following the retirement of the former long-time attorney. The Professional Services Agreement includes the option of subsequent renewals. The First Amendment was executed in November 2022, extending the term through December 31, 2023; the Second Amendment was executed in October 2023, extending the term through December 31, 2024; and the Third Amendment was executed in October 2024, extending the term through December 31, 2025.

ATTACHMENTS: Resolution
Kenyon Disend Contract Amendment #4
Kenyon Disend, PLLC – 2026 Hourly Rate Schedule

Agenda Home

CITY OF FIRCREST
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KENYON DISEND, PLLC FOR CITY ATTORNEY SERVICES.

WHEREAS, the City of Fircrest has contracted with Kenyon Disend, PLLC, to provide City Attorney services; and

WHEREAS, the firm of Kenyon Disend, PLLC, has provided such services since August 2021; and

WHEREAS, the City of Fircrest has determined it is in the City's best interest to maintain the continuity of City Attorney services and continue utilizing Kenyon Disend, PLLC.

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 Amendment #4 to the agreement with Kenyon Disend, PLLC, for City Attorney services, extending the term of the agreement through December 31, 2026, and updating the hourly rate schedule.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 14th day of October 2025.

APPROVED:

____
Shannon Reynolds, Mayor

ATTEST:

____
Arlette Burkhart, City Clerk

APPROVED AS TO FORM:

____
Joanna Eide, City Attorney

AMENDMENT #4
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF FIRCREST
AND KENYON DISEND, PLLC

This amendment is hereby made and entered into this 14th day of October 2025 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City," and Kenyon Disend, PLLC, hereinafter referred to as "Consultant, to be effective January 1, 2026.

A. The City and Consultant entered into a Professional Services Agreement dated August 25, 2021, for City Attorney services to be provided by Kenyon Disend, PLLC.

B. The Parties entered into a First Amendment on November 22, 2022, a Second Amendment on October 24, 2023, and a Third Amendment on October 22, 2024, to extend the term and update the hourly rate schedule for City Attorney services.

C. The parties now desire to enter into this Fourth Amendment to extend the term and to update the hourly rate schedule for City Attorney services effective January 1, 2026.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. **Term of Agreement**. Section 6 of the Agreement shall be amended to read as follows:

   This Agreement shall be effective from January 1, 2026, through December 31, 2026. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

2. **Payment**. Section 7 of the Agreement shall be amended per Exhibit A – 2026 Hourly Rate Schedule for City Attorney Services and incorporated by this reference.

3. **Full Force and Effect**. This amendment is limited to the amendments as set forth herein. All remaining provisions of the August 25, 2021, Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed in three counterparts, each of which shall be deemed as originals, as of the day and year first above written.

CITY OF FIRCREST

By: ______________________________
Dawn Masko, City Manager

KENYON DISEND, PLLC

By: ______________________________

APPROVED AS TO FORM:

By: ______________________________
Joanna Eide, City Attorney

ATTEST:

By: ______________________________
Arlette Burkhart, City Clerk

October 1, 2025

Dawn Masko
City Manager
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466

Sent via e-mail to: dmasko@cityoffircrest.net

Re: 2026 Hourly Rates

Dear Dawn:

We greatly value our longstanding relationship with Fircrest and remain committed to providing high-quality legal services that are responsive, efficient, and cost-effective. As we plan for the coming year, we have undertaken a thorough review of our operational costs and staffing needs. For 2026, we have made modest increases to our hourly rates, with an average overall increase of 3.7% over last year's rates. Our hourly rate adjustments this year are in response to area-wide rising operational costs and a desire to retain and recruit talent so that Kenyon Disend can continue providing the high quality work we, and our clients, expect.

Our 2026 Hourly Rate Schedule for City Attorney Services is enclosed for your review. We understand that municipalities are operating under tight budget constraints, and we are happy to discuss any questions you may have.

We sincerely appreciate the trust and collaboration we've enjoyed with Fircrest, and we look forward to continuing our strong relationship into 2026 and beyond. Thank you.

Very truly yours,

KENYON DISEND, PLLC

Joanna M. Eide

Enclosure

KENYON DISEND, PLLC
2026 HOURLY RATE SCHEDULE FOR CITY ATTORNEY SERVICES

ATTORNEYS:

Michael R. Kenyon	$450
Lisa M. Marshall	$370
Soojin Kim	$315
Hillary J. Evans	$315
Kendra S. Rosenberg	$300
Robert D. Zeinemann	$285
Colin A. Olivers	$285
Joanna M. Eide	$275
Alexandra L. Kenyon	$250

PARALEGALS:

Margaret C. Starkey	$185
Antoinette M. Mattox	$165
Janet J. Ito	$150

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: **Interagency Agreement with the City of Puyallup for Jail Services**

ITEM: **13D**

DATE: **October 14, 2025**

FROM: **Dawn Masko, City Manager**

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute an Interagency Agreement with the City of Puyallup for Jail Services.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute an Interagency Agreement with the City of Puyallup for jail services.

FISCAL IMPACT: Jail services are already included in the City's budget. Under the new agreement, the City would pay a bed rate of $185.00 per day to utilize the Puyallup jail. The agreement also provides a $75.00 Administrative Booking Rate for each inmate immediately booked and released from the jail. The bed rate and booking rate will be increased annually at a rate of 100% of the Seattle-Tacoma-Bellevue CPI-U first-half index for the preceding year, with a minimum increase of 0% and a maximum increase of 4.0%.

The City typically houses the majority of our inmates at Pierce County Jail, with a 2025 daily jail rate of $155.67 and a booking rate of $76.83. Pierce County charges a $76.83 Special Identification Process (book and release) Rate.

ADVANTAGE: The Interagency Agreement with the City of Puyallup provides the City with an additional option, if needed, to house inmates at a local jail. The City's only other agreement, aside from its agreement with Pierce County, is with the City of Sunnyside in Eastern Washington.

DISADVANTAGES: The Puyallup jail's rates are higher than those of Pierce County, and the jail is located farther away.

ALTERNATIVES: Do not enter into a new agreement with the City of Puyallup for jail services.

BACKGROUND: The last jail services agreement with the City of Puyallup was entered into in September 2017. While Fircrest has historically used the Puyallup Jail on a limited basis, it is beneficial to have alternative options to the Pierce County Jail for booking inmates when needed.

ATTACHMENTS: Resolution
Interagency Agreement for Puyallup Jail Services

CITY OF FIRCREST
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERAGENCY AGREEMENT WITH THE CITY OF PUYALLUP FOR JAIL SERVICES.

WHEREAS, the City of Fircrest is obligated to provide housing services for inmates subject to incarceration for misdemeanors and gross misdemeanors; and

WHEREAS, the City of Fircrest currently contracts with Pierce County, the City of Puyallup, and the City of Sunnyside for jail services; and

WHEREAS, the City of Fircrest wishes to continue contracting with the City of Puyallup for jail services and designate the Puyallup Jail as a place of confinement for the incarceration of inmates lawfully committed to its custody; and

WHEREAS, such agreements are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and the Cities and Counties Jails Act, Chapter 70.48 RCW; and

WHEREAS, continuing this contractual relationship for the use of the Puyallup Jail will be beneficial to 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 Interagency Agreement with the City of Puyallup for jail services.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 14th day of October 2025.

APPROVED:

____
Shannon Reynolds, Mayor

ATTEST:

____
Arlette Burkhart, City Clerk

APPROVED AS TO FORM:

____

Joanna Eide, City Attorney

INTERAGENCY AGREEMENT BETWEEN THE CITY OF PUYALLUP, WASHINGTON AND CITY OF FIRCREST, WASHINGTON, FOR THE HOUSING OF INMATES IN THE PUYALLUP CITY JAIL

This agreement is between the City of Puyallup, a municipal corporation of the State of Washington (hereinafter "Puyallup") and the City of Fircrest, a municipal corporation of the State of Washington (hereinafter "Fircrest").

RECITALS

WHEREAS, RCW 39.34 and RCW 70.48, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter agreements with each other for providing jail services; and

WHEREAS, Fircrest wishes to designate the Puyallup Jail as a place of confinement for inmates from the City of Fircrest; and

WHEREAS, in an effort to streamline administrative procedures and ensure that the daily rate of $185.00 to house inmates at Puyallup's jail is consistent with the current operating costs, it is necessary to enter into an updated interagency agreement; and

WHEREAS, the governing bodies of each of the parties hereto have decided to enter into this Agreement as authorized by RCW 39.34, RCW 70.48 and other Washington law, as may be amended;

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

AGREEMENT

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the applicable laws and administrative rules and regulations of the State of Washington shall control. Any actions, suit, or judicial or administrative proceeding for the enforcement of this agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in Pierce County.

2. EFFECTIVE DATE

This Agreement shall commence on January 1, 2026 and terminate one year from this date. The Agreement will be automatically renewed for successive one-year terms unless terminated by either party pursuant to section 3 of this Agreement.

3. TERMINATION

(a) By either party. This Agreement may be terminated at any time by written notice from either party to the other party delivered by regular mail to the contact person identified in §4, provided that termination shall become effective ninety (90) calendar days after receipt of such notice. Notice will be presumed received 3 working days after the notice is posted in the mail. Within said ninety (90) days, Fircrest agrees to remove its inmates(s) from the Puyallup Jail.

(b) In the event of termination of this Agreement for any reason, Fircrest shall compensate Puyallup for inmates housed by the Puyallup Jail after notice of termination until Fircrest retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated and the provisions of this Agreement, including by way of illustration and not limitation, §24 Indemnity, shall remain in force until such time as all inmates from Fircrest have been retaken.

(c) Puyallup may suspend this Agreement, with or without cause, by providing written notice of suspension to Fircrest.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Puyallup: Chief of Police
Puyallup Police Department
311 W Pioneer
Puyallup, Washington 98371

Contact: Chief of Police
Fircrest Police Department
302 Regents Blvd
Fircrest, WA 98446

5. COMPENSATION

a) Bed Rate. In consideration of Puyallup's commitment to house Fircrest inmates, Fircrest shall pay Puyallup one hundred eighty-five dollars ($185.00) per day for each inmate housed.

b) Administrative Booking Rate. Puyallup will authorize Fircrest Police Officers to transport misdemeanor level suspects to its jail for administrative booking. Administrative booking shall include booking suspects into the jail pursuant to Puyallup Jail policies and standard operating procedures and detaining those suspects until booking information, including fingerprints and photographs, are obtained. Following the booking process, suspects shall be transported by Fircrest Officers back to the City of Fircrest where they will be released. As compensation for the administrative booking services, Fircrest shall pay Puyallup seventy-five dollars ($75.00) for each administratively booked individual. Any other costs associated with the administrative booking process shall be the sole responsibility of the City of Puyallup.

c) Bed Rate and Administrative Booking Rate will be increased at a rate of 100% of the Seattle-Tacoma-Bellevue CPI-U first half index for the year prior with a minimum of 0% to a maximum of 4.0%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example, the 2025 Seattle-Tacoma-Bellevue CPI-U first half index will set the amount of the January 1, 2026 increase to Bed Rate and Administrative Booking Rate.).

d) Billing and Payment. Puyallup agrees to provide Fircrest with an itemized bill listing all names of inmates who are administratively booked or housed, the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Puyallup agrees to provide said bill by the 30th of each following month. Fircrest agrees to make payment to Puyallup within 30 days of receipt of such bill for the amount billed for the previous calendar month.

6. SERVICES PROVIDED

Puyallup agrees to provide jail services or administrative booking for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Fircrest's jurisdiction.

7. BOOKING

Inmates shall be booked pursuant Puyallup's booking policies and procedures. Inmates transported by Fircrest that are not acceptable at booking, will be the responsibility of the Fircrest to transport back to Fircrest.

Pursuant to RCW 70.48.130, and as part of the booking procedure, Puyallup shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which the inmate is entitled. The information is to be used for third party billing.

8. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Puyallup to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Puyallup, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Puyallup shall provide facilities for consultation and communication between inmates and their legal counsel. It shall also be the responsibility of Puyallup to calculate "good time" accrued in and subsequent release of the inmate in accordance with the Puyallup's standard practice and procedure. Fircrest agrees to be bound by Puyallup's standard practice and procedures related to inmates housed in the Puyallup Jail.

9. RIGHT TO REFUSAL

To the greatest extent permitted by law, Puyallup shall have the right to refuse to accept Fircrest inmates or to return a Fircrest inmate to Fircrest if in the judgment of Puyallup, the inmate has a current illness or injury which may adversely affect the operations of the Puyallup Jail, has history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property or themselves. Further, Puyallup may refuse to accept an inmate if the jail is at or near capacity or if in the judgement of Puyallup that accepting an inmate may create a risk to the safety of persons or property.

10. RETAKING OF INMATES

Upon request from Puyallup, Fircrest shall, at its expense, retake any Fircrest inmate within four (4) hours after receipt of such request. In the event the confinement of any Fircrest inmate is terminated for any reason, Fircrest, shall, at its expense, retake such inmate from Puyallup.

11. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Law enforcement officers placing Fircrest misdemeanants in the Puyallup Jail shall, in every instance, first furnish an arrest warrant, citation, court order, or judgment and sentence, to the

Puyallup Jail upon booking of an inmate. Fircrest is also responsible for providing Puyallup Jail with a complete bail schedule no later than January 1 of each year.

12. NON-ASSIGNABILITY

This Agreement may not be assigned by either party.

13. TRANSPORTATION

Fircrest inmates incarcerated in Puyallup pursuant to this Agreement shall be transported to Puyallup by and at the expense of Fircrest and shall be returned, if necessary, to Fircrest by Fircrest personnel and at Fircrest's expense. Puyallup is not responsible for transportation of Fircrest inmates under this Agreement and shall be reimbursed by Fircrest for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Puyallup becomes necessary including if the transport was a result of a warrant, or medical appointment. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of $76.47 per hour, with a minimum of 1 hour billed per transport.

14. RECORDS AND REPORTS

(a) Fircrest shall forward to Puyallup before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration at other correctional facilities. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Puyallup shall keep all necessary and pertinent records concerning such inmates incarcerated in Puyallup Jail. During an inmate's confinement in Puyallup, Fircrest shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmates(s) incarceration, as may be permitted by law.

15. MEDICAL TREATMENT

(a) Inmates shall receive medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Puyallup jail. Puyallup shall provide for routine minor medical services in the Puyallup jail. Examples of medical services which may be provided in the Puyallup jail but which are not routine, and for which Fircrest shall be billed include, but are not necessarily limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. Fircrest shall be responsible for any and all medical, dental or mental health costs incurred by or on behalf of a Fircrest prisoner including but not limited to prescriptions, appliances, supplies, emergency transport associated with the delivery of any emergency and/or medical service provided to Fircrest inmates.

(b) An adequate record of all such services shall be kept by Puyallup in accordance with HIPAA regulations for Fircrest's review at its request. Any medical or dental services of major consequence shall be reported to Fircrest as soon as time permits.

(c) Fircrest shall be responsible for any and all costs incurred by or on behalf of a Fircrest prisoner regarding hospitalization. If necessary, Fircrest shall reimburse Puyallup dollar for dollar any amount expanded or cost incurred by Puyallup in providing the same; provided that, except in emergencies, Fircrest will be notified by contacting a duty Sergeant at the Fircrest Police Department prior to the inmate's transfer to a hospital and nothing herein shall preclude Fircrest from retaking the ill or injured inmate. In the event a Fircrest inmate is taken by emergency to a hospital, Puyallup shall notify Fircrest within eight (8) business hours (i.e. Monday through Friday 8 a.m. to 5 p.m., excluding state-observed holidays) of transport. Fircrest is responsible for providing security during any period of hospitalization.

16. DISCIPLINE

Puyallup shall have physical control over and power to exercise disciplinary authority over all inmates of Fircrest. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the constitution and laws of the State of Washington or the constitution and laws of the United States.

17. STANDARD OF RELEASE

Fircrest shall adopt Administrative Order No. 2013-01 Puyallup Municipal Court Standards of Release.

18. REMOVAL FROM THE JAIL

An inmate from Fircrest legally confined in Puyallup shall not be removed from there by any person except:

a) When requested by Fircrest Police Department in writing authorizing such release; or

b) Upon court order in those matters in which said court has jurisdiction over such inmate; or

c) For appearance in the court in which a Fircrest inmate is charged; or

d) In compliance with a Writ of Habeas Corpus; or

e) If the prisoner has served his sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts; or

f) For other scheduled court appearances, including those for which they are not being held, or

g) Upon the execution of the Standards of Release Administrative Order No. 2013- 01, or

h) For medical care (see §15) and court ordered evaluations.

19. ESCAPES

In the event any Fircrest inmate shall escape from Puyallup's custody, Puyallup will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Fircrest. Puyallup shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connection therewith shall be chargeable to and borne by Puyallup, however, Puyallup shall not be required to expend unreasonable amounts to pursue escaped inmates beyond its jurisdiction.

20. DEATH OF AN INMATE

a) In the event of the death of a Fircrest inmate, Puyallup shall notify the Pierce County Medical Examiner. Fircrest shall receive copies of any records made at or in connection with such notification, unless prohibited by law or court order. Reasonable copying costs for such copies shall be borne by Fircrest.

b) Puyallup shall immediately notify Fircrest of the death of a Fircrest inmate, furnish reasonable and necessary information as reasonably requested and follow reasonable instructions of Fircrest with regard to the disposition of the body. The body shall be released to the Medical Examiner. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Fircrest. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the responsibility or liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

21. DISPUTE BETWEEN FIRCREST AND PUYALLUP

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Fircrest and Puyallup, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon mutual written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally, however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

22. INSURANCE

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligation set forth in the Agreement;

(b) Each party shall obtain and maintain coverage in minimum liability limits of four million dollars ($4,000,000) per occurrence and four million dollars ($4,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

23. HOLD HARMLESS AND INDEMNIFICATION

a) Puyallup shall indemnify and hold harmless Fircrest and its officers, agents, officials, employees and volunteers from any and all claims, actions, suits, liability, loss, expenses, and damages, including reasonable attorney fees, of any nature whatsoever, by reason of or arising out of any act or omission of Puyallup, its officers, agents, officials, employees and volunteers, provided said claim does not arise out of or in any way result from any intentional, willful or negligent act or omission on the part of Fircrest or any officer, agent or employee thereof.

b) Fircrest shall indemnify and hold harmless Puyallup and its officers, agents, officials, employees and volunteers from any and all claims, actions, suits, liability, loss, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of Fircrest, its officers, agents, officials, employees and volunteers, in arresting, detaining, charging, or transporting persons before presentment to and acceptance by Puyallup Jail or thereafter while said person (i.e. inmate) are in the custody of Fircrest outside Puyallup Jail.

c) Puyallup and Fircrest hereby waive, as to each other only, their immunity from suit under industrial insurance, title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

d) The waivers in this section have been mutually negotiated by the parties and this entire section shall survive the expiration or termination of this Agreement.

24. INDEPENDENT CONTRACTOR

In providing services under this Agreement, Puyallup is an independent contractor and neither it, nor its officers, officials, agents or employees are employees of Fircrest for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this agreement give rise to any claim or career service or civil service rights, which may accrue to employees of Fircrest or Puyallup under any applicable law, rule or regulation.

25. PRISON RAPE ELIMINATION ACT

Puyallup acknowledges and is working toward compliance of the Prison Rape Elimination Act regarding custodial sexual misconduct.

26. MISCELLANEOUS

Concurrent Original. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.

No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

27. ENTIRE AGREEMENT

The written provisions and terms of this Agreement, together with any attachments, supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. Any prior written and/or oral agreement between the parties pertaining to jail services is terminated and superseded by this Agreement. This Agreement and any attachments contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

28. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge that they have read this Agreement understand its terms, and enter this Agreement in a knowing, intelligent, and voluntary manner.

CITY OF PUYALLUP:

____

By: Steve Kirklie

Its: City Manager

Date:

CITY OF FIRCREST:

____

By: Dawn Masko

Its: City Manager

Date:

ATTEST:

____

By: Dan Vessels Jr

Its: City Clerk

Date:

ATTEST:

____

By: Arlette Burkhart

Its: City Clerk

Date:

APPROVED AS TO FORM:

____

By: Shawn Arthur

Its: Deputy City Attorney

Date:

APPROVED AS TO FORM:

____

By: Joanna Eide

Its: City Attorney

Date:

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: **Interagency Agreement with the Washington Traffic Safety Commission**

ITEM: **13E**

DATE: **October 14, 2025**

FROM: **Victor Celis, Chief of Police**

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute an Interagency Agreement with the Washington Traffic Safety Commission regarding traffic safety emphasis patrols and related funding.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute an Interagency Agreement with the Washington Traffic Safety Commission (WTSC) to allow the Fircrest Police Department to participate in multijurisdictional traffic safety emphasis patrols in support of Target Zero priorities.

FISCAL IMPACT: Participation in this program provides reimbursement funding for straight-time or overtime enforcement activities related to authorized traffic safety emphasis patrols. The WTSC will reimburse the City for personnel costs, including the participating officer's regular or overtime salary and the City's contributions to authorized employee benefits (FICA, Medicare, L&I, and retirement).

ADVANTAGE: Participation supports regional traffic safety goals by funding emphasis patrols that reduce speeding, distracted driving, and impaired driving. Patrols will occur both within Fircrest and throughout Pierce County, enhancing roadway safety and regional collaboration.

DISADVANTAGES: None identified.

ALTERNATIVES: Do not enter into the Interagency Agreement.

BACKGROUND: Since 1998, the Fircrest Police Department has participated in multi-jurisdictional traffic emphasis patrols as State funding and City staffing levels have allowed. The Washington Traffic Safety Commission, through funding from the National Highway Traffic Safety Administration (NHTSA), offers a High Visibility Enforcement (HVE) grant to support law enforcement participation in Target Zero traffic safety initiatives. The goal of these activities is to reduce traffic crashes, injuries, and fatalities through targeted enforcement and visibility.

The HVE grant period runs from October 1, 2025 through September 30, 2026. The grant funds are used to coordinate local enforcement efforts to address impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety. Participation in the following national campaigns is required at the regional level, though Fircrest is not required to participate in all of them:

- Holiday DUI Campaign – December 2025
- Distracted Driving Campaign – April 2026
- Click It or Ticket Campaign – May 2026
- Summer DUI Campaign – August 2026

During these campaigns, law enforcement agencies across Pierce County deploy additional officers to conduct emphasis patrols during the periods identified as high-risk for motorist injury or fatality. Fircrest's participation demonstrates the City's ongoing commitment to community safety by encouraging compliance with traffic laws and discouraging impaired or distracted driving.

To participate, officers must be BAC-certified and have completed Standardized Field Sobriety Testing (SFST) refresher training. Officers participating in impaired driving patrols must also have Advanced Roadside Impaired Driving Enforcement (ARIDE) training.

Continued participation in this multi-agency effort strengthens professional collaboration between Fircrest officers and their counterparts across Pierce County, enhancing coordinated regional enforcement efforts.

ATTACHMENTS: Resolution
Interagency Agreement with Washington Traffic Safety Commission

CITY OF FIRCREST
RESOLUTION NO. ____

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 TO PARTICIPATE IN MULTI-JURISDICTIONAL TRAFFIC SAFETY EMPHASIS PATROLS.

WHEREAS, the City of Fircrest is committed to promoting the safety of its residents and all motorists traveling within and through the City and the region; and

WHEREAS, the Washington Traffic Safety Commission has received grant funding from the National Highway Traffic Safety Administration to reimburse local law enforcement agencies for participation in multijurisdictional traffic safety emphasis patrols in support of Target Zero priorities, with the goal of reducing traffic crashes, injuries, and fatalities; and

WHEREAS, participation in these coordinated patrols is authorized under the Washington Mutual Aid Peace Officer Powers Act set forth in Chapter 10.93 RCW and the Interlocal Cooperation Act set forth in Chapter 39.34 RCW; and

WHEREAS, the City of Fircrest Police Department desires to participate in these traffic safety emphasis patrols and obtain reimbursement for eligible personnel costs associated with participation;

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 Interagency Agreement with the Washington Traffic Safety Commission to allow participation in multijurisdictional traffic safety emphasis patrols.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 14th day of October 2025.

APPROVED:

____
Shannon Reynolds, Mayor

ATTEST:

____
Arlette Burkhart, City Clerk

APPROVED AS TO FORM:

____
Joanna Eide, City Attorney

WEMS

INTERAGENCY AGREEMENT BETWEEN THE
Washington Traffic Safety Commission

AND

Fircrest Police Department

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

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, 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) numbers 20.600 and 20.616 for traffic safety grant project 2026-HVE-5728-Region 5 HVE, 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.

WTSC grant 2026-HVE-5728-Region 5 HVE was awarded to the WTSC 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, 2025, and remain in effect until September 30, 2026 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity
In 2023, Washington State experienced the deadliest year on its roads since 1990. The trajectory of this rise in fatalities reflects a broader trend of increasing impairment-related crashes, speeding, and compounding issues in law enforcement, medical, and judicial systems. This uptick in fatal crashes is deeply intertwined with impaired driving, law enforcement challenges, and societal impacts.

A Decade of Increasing Traffic Fatalities
The rise in fatalities has been both sharp and persistent:
• 2015 saw a drastic 19.3% increase in traffic fatalities, the largest single-year jump since data collection began in 1968.
• Following this spike, fatalities stabilized between 2015 and 2019.
• In 2020, despite pandemic-related reductions in traffic volume, fatalities climbed 6.7%, from 538 to 574.
• The situation worsened in 2021-2023, when fatalities surged by 20.2%, from 674 in 2021 to 810 in 2023, the highest number since 1990. This five-year increase represents the most rapid rise in traffic fatalities recorded in Washington State's history.
• Pedestrian fatalities were a record-high of 157 in 2023 and pedestrian serious injuries reached 472, also a record high for the state.

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. 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.

3.1.2 Project Purpose and Strategies
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 2025).
• Distracted driving enforcement during the Distracted Driving campaign (April 2026)
• Seat belt enforcement during the Click It or Ticket campaign (May 2026).
• Impaired driving enforcement during the Summer DUI campaign (August 2026).

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.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)
3.1.3.1. 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

WEMS

the highest priority areas in their communities to focus their efforts.

3.1.3.2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.

3.1.3.3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.

3.1.3.4. 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 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.

3.1.4 Project Intent and Best Practice
3.1.4.1. 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 2025, Distracted Driving campaign in April 2026, Click It or Ticket campaign in May 2026, and Summer DUI campaign in August 2026).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.

3.1.4.2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.

3.1.4.3. Regional task force will be submitting quarterly progress reports and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly progress reports are due January 15, April 15, July 15, and October 15.

3.1.4.4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.

3.1.4.5. 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 best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.

3.1.4.6. 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.

3.1.4.7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe

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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.

3.1.4.8. 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.

3.1.4.9. Performance will be monitored by the regional TZM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.

3.1.4.10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.

For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. 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.

3.1.4.11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

3.1.4.12. In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

3.1.4.13. WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

3.1.4.14. WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of the mobilizations listed below. However, the region must have some law enforcement participation in all of the mobilizations listed. Dates are tentative and may change when NHTSA publishes their FFY2026 mobilization calendar.

Mobilization Dates

Holiday DUI December 16, 2025 – January 1, 2026

U Drive. U Text. U Pay. April 6 – 13, 2026
Click It or Ticket May 11 – May 31, 2026
It's a Fine Line (optional if funded) July 2026 (Dates TBD)
DUI Drive Sober or Get Pulled Over August 19 – September 7, 2026

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

3.3 COMPENSATION
3.3.1 The 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.

3.3.2 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:
• FICA
• Medicare
• Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
• 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.

3.3.3 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.

3.3.4 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. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.

3.3.5 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.

3.3.6 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.

3.3.7 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.

3.3.8 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.

3.4 PROJECT COSTS
The WTSC has awarded **$180,000.00** to the WTSC Region 5 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

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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 32 through 40.

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, 2026, must be received by WTSC no later than August 10, 2026. All invoices for goods received or services performed between July 1, 2026 and September 30, 2026, must be received by WTSC no later than November 15, 2026.

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.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

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, reported to WTSC, 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.

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17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB- RECIPIENT, by mutual negotiation, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

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

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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. In the event that 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

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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 1200.

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

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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, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

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 WTSC.

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 1200.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

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 33.5. 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, 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 or debarment.

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 SUB-RECIPIENT's 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 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. 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 34.1.3. 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

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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. FEDERAL 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 statutes and implementing regulations relating to nondiscrimination (“Federal

Nondiscrimination Authorities”). These include but are not limited to:
37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252
37.1.1.2. 49 CFR part 21
37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)
37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)
37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)
37.1.1.8. The Civil Rights Restoration Act of 1987
37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

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 keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

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. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

37.1.6. 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

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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. CERTIFICATION ON CONFLICT OF INTEREST

GENERAL REQUIREMENTS
41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB- RECIPIENT’s officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.
DISCLOSURE REQUIREMENTS
41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

41.3.2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine

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that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

41.3.3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any SUB-RECIPIENT, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a SUB-RECIPIENT, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

42. DESIGNATED CONTACTS

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

The Contact for the SUB- RECIPIENT is:	**The Contact for WTSC is:**
	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

AUTHORITY TO SIGN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT:

____

Signature

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Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Name:
Title: Division Director

Date