CITY OF SUMNER WASHINGTON

**CITY COUNCIL MEETING AGENDA**
**City Hall – 1104 Maple Street**
**January 16, 2024 6:00 PM**

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (Council Chambers), or virtually by using the meeting access link below -

https://sumnerwa-gov.zoom.us/j/82782829654
Or One tap mobile :
+12532050468,,82782829654# +12532158782,,82782829654#
Or Telephone:
1 253 205 0468 or 1 253 215 8782
Webinar ID: 827 8282 9654

## CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Bowman, Brown, Cole, Elfers and Stuard

*The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a Councilmember.*

## CONSENT AGENDA

1. Public Defense Contract Approval
2. Resolution No. 1665 - Rejecting All Bids for CIP 21-11: Maple St Pedestrian Signals
3. Resolution No. 1666 - Heritage Park & Hops Alley Design - Pierce County LTAC Grant Acceptance
4. Tacoma Ave Overlay and Intersection - Contract Award for Design
5. Labor Agreement with Sumner Police Guild representing Non-Commissioned and Specialty Commissioned Employees
6. Labor Agreement with Sumner Police Guild Representing Commissioned Employees
7. Approval of the minutes from the January 2, 2024, regular council meeting and the 8th of January 2024, study session

## PUBLIC HEARING

## REGULAR BUSINESS

1. **Unfinished Business**
2. **Public Comment (Limit 3 minutes)**
   Members of the community who wish to give public comment are strongly encouraged to join the meeting via the provided link or by telephone. If you are unable to attend the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 5:30pm on the day of the meeting. Any written comments received will be read into the record and/or distributed to the City Council. Please contact the City Clerk at 253-299-5590 with any questions.
3. **New Business**

a. Forestry & Parks Commissioner Appointment - Gamon
b. 2024 Compensation Schedule Amendment
c. Substitute Ordinance No. 2875 - Utility Rate Adjustments

4. **Reports**
   a. Council
   b. City Administrator
   c. Mayor
5. **Executive Session**
6. **Adjournment**

*This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact the City Clerk at (253) 299-5590, 24 hours in advance.*

**CITY COUNCIL MEETING**
**DATE: January 16, 2024**
**AGENDA BILL: 24-3839**

**SUBJECT:** Public Defense Contract Approval

**CATEGORY:** Consent

**BUDGET IMPACT:**
Expenditure Required: None

Within Budget Allocation: N/A

**ATTACHMENTS:**
1. Sumner 2024-5 Public Defense Contract

**STAFF CONTACT:** Jeff Steffens, Administrative Services Director

**SUMMARY BACKGROUND:**
Staff recently issued a Request for Proposals (RFP) for Public Defense Services at the Sumner Municipal Court. The RFP was posted on the City's website, published in the newspaper, advertised by the Washington Defender Association and directly emailed to thirteen attorneys.

The responses were evaluated and staff recommended entering into a contract with the Law Office of Thomas Guilfoil. Mr. Guilfoil has been a public defender since 2010 and has worked as Sumner's Public Defender since 2012. Prior to his work in public defense, he was a prosecutor for seven years in the City of Puyallup. Sumner Legal and Court Staff have a great working relationship with Mr. Guilfoil and is confident in his ability to represent the needs of his clients.

If approved by the Council, this contract would be effective starting January 1, 2024, with a term of two years. The base monthly compensation of $6,500 is within budgeted projections.

**COUNCIL COMMITTEE/STUDY SESSION:** **Finance and Personnel Committee Do Pass**
**MEETING/STUDY SESSION DATE: 1/11/2024**
**COMMITTEE RECOMMENDATION: Do-Pass**

**STAFF RECOMMENDATIONS/MOTION:**
Autorize the Mayor to enter into an agreement with the Law Office of Thomas Guilfoil for Public Defense Services for a period of two years.

# CONTRACT FOR INDIGENT DEFENSE SERVICES

WHEREAS, the City of Sumner, Washington (hereinafter "City") provides public defense services pursuant to contract for indigent defendants appearing before the Sumner Municipal Court ("Municipal Court"); and

WHEREAS, the City has adopted standards for the provision of public defense services, and

WHEREAS, the City, wishes to engage the services of skilled criminal defense counsel to provide public defense services to indigent defendants, NOW THEREFORE

In consideration of the mutual benefits to be derived and the promises contained herein, the City of Sumner, a Washington municipal corporation ("City") and Thomas Guilfoil (the "Attorney") have entered into this Contract.

1. Scope of Services, Standards and Warranty. The Attorney will provide indigent defense services in accordance with the standards adopted by the Sumner City Council via Resolution (hereinafter "Standards"). These Standards are incorporated by this reference as if fully set forth herein. In the event the Standards adopted by the City are amended in order to incorporate changes required to conform to changes in Washington Supreme Court Rules or Standards or in the Washington State Bar Association Standards, the parties agree to reopen this Contract in order to incorporate those changes and adjust the provisions of this Contract, including compensation as needed to conform this Contract to the Standards and all applicable state rules and laws. The decision of the Honorable Robert S. Lasik in *Wilbur v. Mt. Vernon*, *et al*, details affirmative duties and obligations of the Attorney and ultimately the City. ("Decision") The Attorney individually warrants that he/she, and every attorney and/or intern employed by the Attorney to perform services under this contract, has read and is fully familiar with the provisions of the Washington Supreme Court rule, the Washington State Bar Association Standards, and the Standards adopted by the City. Compliance with these Standards and guidance provided by the Decision goes to the essence of this Contract.

1.1 The Attorney and every attorney and/or intern performing services under this Contract shall certify compliance with the Supreme Court Caseload Standards by filing with the Sumner Municipal Court Administrator a quarterly report on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing with the Municipal Court.

1.2 The Attorney shall provide compensation levels, staffing and infrastructure that provide the capacity and resources to meet the Standards including affirmative efforts to contact a client who fails to appear for an appointment or hearing and document those efforts.

1.3 The Attorney will maintain contemporaneous records on a daily basis in a format approved by the City. The Attorney will provide confirmation of continuing education courses in the area of criminal law and defense annually by December 31st. The Attorney will maintain and provide to the City all data, information and case files referenced in the Standards

and this contract and any and all other information reasonably requested by the City or a successor, so long as consistent with the attorney-client privilege and any protective order entered by a court of competent jurisdiction. The Attorney shall promptly report to the City a sustained disciplinary action by the Washington State Bar Association or a finding by a court of competent jurisdiction that an Attorney has been found to have provided ineffective assistance of counsel.

1.4 The Attorney will use a free "do not record" phone line to contact incarcerated indigent defendants and take reasonable measures consistent with local practice to ensure confidentiality of contacts with incarcerated defendants.

1.5 The Attorney shall, with respect to any jail or other incarceration facility in which an assigned defendant is incarcerated:

1.5.1 Review forms from the jail or other incarceration facility to assure that they accurately advise clients whether written communications are confidential; and

1.5.2 With reference to any indigent defendant client being held in an out-of-county jail or other incarceration facility, determine what arrangements have been made to allow clients to maintain confidential communications with their attorney and timely notify the City if no such arrangements are in place.

1.6 The Attorney shall maintain client complaints regarding his services received in a log as well as in the client's file and shall follow up on complaints within three (3) court days. Copies of the complaint log shall be provided to the City on a quarterly basis or upon its request on the form developed by the City. The Attorney shall cooperate to the full extent consistent with preservation of the attorney-client privilege and any protective order, with review of Complaints by the City or other outside resource contracted with by the City to review the Attorney' performance under this contract.

1.7 The Attorney warrants that his/her compensation, reflected in Section 2 Compensation, reflects all infrastructure, support, administrative services, and systems necessary to comply with the Standards.

1.8 Each and every Attorney providing services under this Contract shall earn at least seven (7) CLE credits per year in areas relevant to the criminal law, as well as misdemeanor or public defense practice. The Attorney shall document training annually by providing the City with a list of all trainings attended by Attorney and staff during each year of the contract. Any training which results in a CLE credit shall be so designated showing the CLE credit given for such training.

1.9 The Attorney shall implement a system to collect the following information, ("Data Points"). The Data Points shall include:

1.9.1 the number of cases assigned to each Attorney authorized as a service provider each month, with the year-to-date total;

1.9.2 the number of closed cases in which expert services were requested;

1.9.3 the number of closed cases in which interpreter services requested, either in court or for utilization by the Attorneys;

1.9.4 the number of closed cases in which an investigator was used;

1.9.5 the number of closed cases in which substantive motions were filed;

1.9.6 the number of closed cases which were tried by a jury, by a judge, or in which charges were dismissed or significantly reduced on the day of trial;

1.9.7 the number of cases which were resolved by the dismissal of the charges, a significant reduction in charges or dismissal of other cases with a plea on the remaining case(s);

1.9.8 the number of appeals and/or writs;

1.9.9 the number of attorneys and investigator hours per closed case; and

1.9.10 the number of other criminal and civil cases handled in the calendar year. Information relating to the complexity of any civil matter and time billed will be provided.

1.10 The parties will communicate regularly regarding the information collected both under this Contract and pursuant to the other Data Points. The parties will calendar meetings at least annually as may be necessary to review the data collected and its significance. Attorney agrees to cooperate and communicate with the City to the full extent consistent with preservation of the attorney/client privilege.

1.11 Reporting. The Public Defender shall file quarterly reports with the City delineating each client who has been appointed to the Public Defender, in a format approved by the City. The report shall address all items listed in section 1.9 et seq. The format shall not include any attorney client privileged information. The report shall designate whether the client was "conflicted" to another attorney for representation or the client hired another private attorney. The report is due on or before the fifteenth (15th) day of the quarter for services provided during the prior quarter.

1.12 The Attorney shall provide stand-by counsel to defendants at arraignment and preliminary appearances regardless of whether the Attorney has been formally appointed to represent the defendant.

1.13 The Attorney's preparation and appearance at arraignment and status calendars where the Attorney appears without a case assignment shall be counted at 0.22 case per hour in determining case counts and compensation review under Section 2.6.

2. Compensation. Effective January 1, 2024, the City shall pay the Attorney for services rendered under this contract the sum of $6,500 per month to reflect an annualized case count of up to one hundred twenty (120) cases.

Services included in the monthly fee include:

- Representing all defendants at arraignment, whether indigent or not, as stand-by counsel unless otherwise represented by counsel who is present at the arraignment;
- Representing all defendants who are currently in-custody, whether indigent or not, unless otherwise represented by counsel who is present at the hearing;
- Representing all defendants who the court has appointed a public defender, at all hearings before the court, including but not limited to arraignment, pretrial, review, sentencing and any applicable appeal hearings;
- All other services reasonably necessary to provide effective representation.

The City shall provide the following additional compensation:

- $500 for cases that go to trial (Bench or Jury)
- $500 for Written Motions (Briefs)
- $750 for cases in which an appeal is filed and a hearing is required
- $75/hr. for Community Court work completed outside of Thursday court days
- Costs associated with services outlined in Sections 2.4 and 2.5.

The above compensation amounts represent the complete salary and benefits from the City to compensate the Attorney for the performance of anticipated work for a total of one hundred and twenty (120) assigned cases and all infrastructure, support, and systems necessary to comply with the Standards. As provided in Section 2.6 and its sub-paragraphs below, the parties will periodically review staffing and compensation in light of changes in court rule and case load, if any. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense services will comply with the Standards with an adequate reserve capacity for each attorney. The Attorney additionally agrees and promises that he/she will devote his/her full effort to the performance of this Contract and will only undertake private clients or other public defense services that would not, in any way, impede Attorney's ability to fully perform under this Contract.

2.1 Case Counts. The current estimated annual case count for all indigent cases filed by the City is approximately one hundred twenty (120) cases per year or about thirty (30) cases per quarter. As provided in the Standards, the case counts also include the Attorney's appearance at all arraignment calendars. (See Section 1.12 and 1.13 above). The terms "case" and "credit" shall be defined as provided in the Standards. The City has adopted an unweighted case count, which will require Attorney to limit, and have sole responsibility for tracking, outside private clients and/or outside public defense services to stay within the Standards.

2.2 Adjustment; Internal Allocation. As provided in the Standards, compensation may be revised upwards. Upon the Attorney's request, the City shall review any

particular case with the Attorney to determine whether greater compensation should be assigned, and upward revisions shall not be unreasonably refused.

2.3 Base Compensation. Except as expressly provided in Section 2.4 and 2.5, the cost of all infrastructure, administrative support and systems, as well as standard overhead services necessary to comply with the established standards is included in the base payment provided in Section 2 above.

2.4 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when approved by the Municipal Court from funds available for that purpose. Unless the services are performed by the Attorney's staff or paraprofessional subcontractors, such as translator(s) or investigator(s), non-routine expenses include, but are not limited to:

2.4.1 medical and psychiatric evaluations;
2.4.2 expert witness fees and expenses;
2.4.3 interpreters;
2.4.4 polygraph, forensic and other scientific tests;
2.4.5 a computerized or other legal research which is not typically maintained as a part of defense counsel legal libraries or research capabilities;
2.4.6 investigation expenses; and
2.4.7 any other expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.

2.5 The City shall pay or reimburse the following:

2.5.1 Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, including but not limited to, salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

2.5.2 Copying Client's Files. The actual cost of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus Attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

2.5.3 Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals. The actual cost of preparing and making copies of direct appeal transcripts for representation in post-conviction relief cases;

2.5.4 Records. To the extent such materials are not provided through discovery, the cost of acquiring medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs; and

2.5.5 Process Service. The normal, reasonable cost for the personal service of a subpoena.

2.6 Review and Renegotiation.

2.6.1 Due to Increases or Decreases in Caseload. The City and the Attorney shall, at the option of either party, renegotiate this contract if there is a significant increase or decrease in the number of cases assigned. "Significant" shall mean a change of more than ten percent (10%) in the number of cases assigned. If cases are estimated to approach or exceed one hundred and twenty (120) cases per year or thirty (30) cases per quarter, the parties may renegotiate this contract to increase case coverage and compensation to the Attorney. At the request of either party, the City and the Attorney will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications. The Attorney shall promptly notify the City when quarterly caseloads require use of overflow or conflict counsel to assure that cases assigned to the Attorney remain within the limits adopted in this contract and comply with state and local standards.

2.6.2 Renegotiation Due to Change in Rule or Standard. This contract may be renegotiated at the option of either party if the Washington State Supreme Court significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule.

2.6.3 Review of Contract Extension. On or before August 1, 2025, unless this Contract has been terminated as provided herein, the Attorney will give the City a proposal for a two (2) year extension provided for in Section 3. The City shall respond by November 30, 2025. With the mutual agreement of the parties, compensation and other contract terms may be adjusted for future years.

3. Term. The term of this Contract shall be from January 1, 2024 through December 31, 2025, unless sooner terminated as provided herein. The Contract may be extended for one (1) additional two (2) year term at the mutual agreement of the parties.

3.1 For Cause. This Contract may be terminated for cause for violation of any material term of this Contract. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Washington State Bar Association, a violation of the Standards or the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney, or any attorney providing service under this Contract, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Attorney who shall have thirty (30) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

3.3 Termination on Cessation of the Municipal Court. In the event that the City in its sole discretion chooses to terminate its Municipal Court, this Contract shall expire following one (1) year written notice by the City to the Attorney.

3.4 Obligations survive Termination. In the event of termination of this Contract, the following obligations shall survive and continue:

3.4.1 Representation. The compensation established in this Contract compensates the Attorney for services relating to each and every assigned case. Therefore, in the event this Contract is terminated pursuant to Sections 3.3 above, the Attorney will continue to represent clients on assigned cases set for trial to be held within sixty (60) days of the date of termination until a case is concluded on the trial court level or the client fails to appear for a scheduled court appearance. The Attorney will reasonably cooperate with newly appointed counsel on case reassignment in fulfillment of his/her ethical obligations. This subsection shall not apply in situations in which the attorney is physically or mentally unable to perform, voluntarily suspends his/her license to practice law or is suspended or disbarred from the practice of law.

3.4.2 The provisions of Sections 1 and 5, as well as this subsection 3.4 survive termination as to the Attorney. The City shall remain bound by the provisions of Section 2.4 and its subsections with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

4. Nondiscrimination. Neither the Attorney nor any person acting on behalf of the Attorney shall, by reason of race, creed, color, national origin, sex, sexual orientation, including gender identity, honorably discharged veterans or military status, or the presence of any sensory, mental, or physical disability, HIV/AIDS and Hepatitis C status, or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Contract.

5. Indemnification.

5.1 The Attorney agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Attorney's fees or awards, and including claims by Attorney's own employees to which the Attorney might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Attorney, his/her officers or agents.

5.2 It is specifically and expressly understood that the indemnification provided herein constitutes the Attorney's waiver of immunity under RCW Title 51 solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

5.3 The City agrees to hold harmless and indemnify the Attorney, his/her officers, officials, agents, employees, and representatives from and against any and all claims,

costs, judgments, losses, or suits including the Attorney's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

5.4 This clause shall survive the termination or expiration of this Contract and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Attorney shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Attorney, or the agents, representatives, employees, or subcontractors of the Attorney.

6.1 Minimum Scope of Insurance. The Attorney shall obtain insurance of the types described below, naming the City as additional named insureds:

6.1.1 General Liability with a minimum limit of liability of $2,000,000 combined single limit each occurrence bodily injury and property damage.

6.1.2 Automobile Liability covering owned and non-owned vehicles with a minimum limit of liability of $1,000,000 combined single limit each occurrence bodily injury and property damage.

6.1.3 Professional Liability (Errors and Omissions) for Attorney with a minimum limit of liability of $1,000,000 per claim and $2,000,000 aggregate.

6.1.4 Workers' Compensation per statutory requirements of Washington industrial insurance RCW Title 51.

6.2 Verification of Coverage. The Attorney shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City. The Public Defender shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Contract. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Contract or extension(s) thereof, but not filed during the term of the Contract.

7. Work Performed by the Attorney. In addition to compliance with the Standards, in the performance of work under this Contract, the Attorney shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to Attorney's business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operations.

8. Work Performed at the Attorney's Risk. The Attorney shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the

Attorney's own risk, and the Attorney shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. The Attorney shall also pay his/her employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, No Subcontracting. This Contract has been entered into in consideration of the Attorney's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Contract. Therefore, the Attorney has personally signed this Contract below to indicate that he/she is bound by its terms. This Contract shall not be subcontracted without the express written consent of the City and refusal to subcontract is at the City's sole discretion. Any assignment of this Contract by the Attorney without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the duly authorized representatives of the City and the Attorney. With the approval of the City, an additional attorney may be added to this Contract by adding his or her signature to these Contracts.

11. Entire Agreement; Prior Agreement Superseded. The written provisions in terms of this Contract, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Contract. Upon execution, this Contract shall supersede any and all prior agreements between the parties.

12. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Contract or such other address as may be hereinafter specified in writing:

**CITY:**
**Mayor**
**City of Sumner**
**1104 Maple Street**
**Sumner, WA 98390**

**ATTORNEY:**
**Law Office of Thomas Guilfoil**
**4505 Pacific Hwy E**
**Suite C-6**
**Fife, WA 98424**

13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Contract, the matter shall be referred to the Contract Administrator, whose decision shall be final. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Attorney and any indigent defendant. In the event of any litigation arising out of this Contract, the prevailing party shall be reimbursed for reasonable Attorney's fees from the other party. This Contract shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Contract shall be in Pierce County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Contract on the _____ day of _____, 20___.

CITY OF SUMNER

By: _____
Kathy Hayden, Mayor

ATTEST:

By _____
Michelle Converse, CMC, City Clerk

APPROVED AS TO FORM:
OFFICE OF CITY ATTORNEY

By: _____
Andrea Marquez

ATTORNEY

By: _____
Thomas Guilfoil

## E**XHIBIT A**

The undersigned Attorney hereby personally warrant and certify that as a condition of their performance of this Contract, they will commit to providing the services under this Contract in accordance with the Standards set forth in sections 1, 4, and 7, and that the Attorney's personal warranty of that performance shall survive the Contract in accordance with subsection 3.4 of this Contract.

_____

ATTORNEY:

Print Name

**CITY COUNCIL MEETING**
**DATE: January 16, 2024**
**AGENDA BILL: 23-3223**

**SUBJECT:** Resolution No. 1665 - Rejecting All Bids for CIP 21-11: Maple St Pedestrian Signals

**CATEGORY:** Consent

**BUDGET IMPACT:**
Expenditure Required: None

Within Budget Allocation: N/A

**ATTACHMENTS:**
1. Resolution No. 1665: Rejecting all Bids for CIP 21-11: Maple St Ped Signals

**STAFF CONTACT:** Alisa O'Haver-Ayala , City Engineer, Drew McCarty, Engineering Specialist

**SUMMARY BACKGROUND:**
This project will replace an existing rectangular rapid flashing beacon pedestrian sign with a pedestrian signal across Traffic Avenue at Maple Street and install retroreflective signal backplates throughout the City at City-owned traffic signals where they are not currently installed.

Five (5) bids were received on December 14, 2023 for this project. The apparent low bid contained bid irregularities. The 2nd lowest bid exceeded the Engineer's Estimate by more than $280,000. The engineer's estimate was $434,071.14.

**COUNCIL COMMITTEE/STUDY SESSION:** Public Works Committee
**MEETING/STUDY SESSION DATE: 1/9/2024**
**COMMITTEE RECOMMENDATION: Do Pass**

**STAFF RECOMMENDATIONS/MOTION:**
A motion to adopt Resolution No.1665 -Rejecting All Bids for CIP 21-11: Maple St Pedestrian Signals.

**RESOLUTION NO. 1665**

**CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, REJECTING ALL BIDS FOR CIP 21-11: MAPLE STREET & TRAFFIC AVENUE PEDESTRIAN SIGNAL AND CITYWIDE TRAFFIC SIGNAL BACKPLATES PROJECT.**

**WHEREAS**, the City of Sumner solicited sealed public bids for this capital improvement public works project, identified as CIP 21-11: Maple Street & Traffic Avenue Pedestrian Signal and Citywide Traffic Signal Backplates Project; and

**WHEREAS**, on December 14, 2023 5 bids were received and opened by the city; and

**WHEREAS**, the engineer's estimate for the project was $434,071.14; and

**WHEREAS**, the apparent low bid contained irregularities; and

**WHEREAS** the 2nd lowest bid exceeded the Engineer's Estimate by more than $280,000.00; and

**WHEREAS**, in light of the circumstances and given the large difference between bids, it is not in the public interest to proceed in awarding the contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON:**

Pursuant to its authority under RCW 35.23.352, the City Council hereby rejects all bids received for Bid Number CIP 21-11: Maple Street & Traffic Avenue Pedestrian Signal and Citywide Traffic Signal Backplates Project and authorizes the Public Works Director to make further calls for bids in the same manner as the original call for this project.

**Corrections by City Clerk or Code Reviser**. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

This resolution shall take effect and be in full force immediately upon passage by the City Council.

**ADOPTED AND APPROVED** this 16th day of January, 2024.

_____
Kathy Hayden, Mayor

Attest:

_____
Michelle Converse, City Clerk

Approved as to form:

_____
Andrea J. Marquez, City Attorney

**CITY COUNCIL MEETING**
**DATE: January 16, 2024**
**AGENDA BILL: 23-3904**

**SUBJECT:** Resolution No. 1666 - Heritage Park & Hops Alley Design - Pierce County LTAC Grant Acceptance

**CATEGORY:** Consent

**BUDGET IMPACT:**
Expenditure Required: None

Within Budget Allocation: N/A

**ATTACHMENTS:**
1. Resolution No. 1666 - Grant Acceptance for Heritage Park Design

**STAFF CONTACT:** Drew McCarty, Engineering Specialist, Alisa O'Haver-Ayala , City Engineer

**SUMMARY BACKGROUND:**
For the Main Street Vision Project, In 2022-2023, JETT Landscape Architecture + Design worked with the city to re-imagine Reuben Knoblauch Heritage Park as a more active, useful heart of the city, for special events and everyday use. They also designed an activation for the adjacent alley, naming it Hops Alley, to serve as a flexible event space and for a more accessible and inviting parking area for its day use. JETT provided a 30% design and concept and now, in 2024, JETT will continue that design so that we have plans for both the alley and park ready for construction in the future.

**COUNCIL COMMITTEE/STUDY SESSION:** **Public Works Committee**
**MEETING/STUDY SESSION DATE: 1/9/2024**
**COMMITTEE RECOMMENDATION: Do Pass**

**STAFF RECOMMENDATIONS/MOTION:**
A motion approving the acceptance of $1,600,000 in grant funds from Pierce County for use in the Main Street Vision: Heritage Park & Hops Alley Design Project, and authorizing the Mayor to execute any and all documents necessary to accept the funds, substantially in a form as approved by the City Attorney.

**RESOLUTION NO. 1666**

**CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A GRANT FROM PIERCE COUNTY**

**WHEREAS**, the city of Sumner applied for a Pierce County Lodging Tax Grant for the Heritage Park and Hops Alley design project; and

**WHEREAS,** Pierce County awarded the City a grant of $1,600,000 towards the Heritage Park and Hops Alley design project; and

**WHEREAS**, City Council acceptance of the grant and authorization for the Mayor to execute a grant agreement is required by law; and

**WHEREAS**, it is in the City's interests to accept the grant funds and enter into any necessary grant agreements regarding the same.

**NOW, THEREFORE**, **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON:**

**Section 1.** That the City Council of the City of Sumner, Washington, does hereby accept the Pierce County Lodging Tax grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

**Section 2. Corrections by City Clerk or Code Reviser**. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

**Section 3. Effective Date.** This resolution shall take effect and be in full force immediately upon passage by the City Council.

**ADOPTED AND APPROVED** this _____.

_____
Kathy Hayden, Mayor

Attest:

_____
Michelle Converse, City Clerk

Approved as to form:

_____
Andrea J. Marquez, City Attorney

**Pierce County**

**Economic Development Department**
950 Pacific Avenue, Suite 525
Tacoma, Washington 98402

P | 253.798.6150
F | 253.798.6389
www.piercecountywa.gov

December 26, 2023

Carmen Palmer
City of Sumner
1104 Maple St
Tacoma, WA 98402

Dear Carmen:

We are pleased to inform you the Pierce County LTAC 2024 Funding Cycle award recommendations made by the Pierce County Lodging Tax Committee have been approved by the Pierce County Executive and Pierce County Council. Specifically, City of Sumner has been approved for the following project:

**City of Sumner - Main Street Vision: Heritage Parks & Hops Alley Design project in the Asset & Product Development Category has been awarded $1,600,000 for the LTAC 2024 Funding Year. Project must be completed between January 1-December 31, 2024.**

***Please note: City of Sumner's request for the Ryan House Rehabilitation project in the Asset & Product Development Category at $750,000 for the LTAC 2024 Funding Year was included in the Pierce County Lodging Tax Committee's funding recommendations. In a letter to Pierce County dated November 21, 2023 from the City of Sumner, the County was informed that City of Sumner would not be pursuing the Ryan House project in 2024 and therefore would not be able to utilize those funds if approved.***

I will reach out to you next week regarding next steps and information needed for the contracting process for the **Main Street Vision: Heritage Parks & Hops Alley Design project**. In the meantime, if you have any questions, please let me know.

Sincerely,

Valerie Coty

Valerie Coty
Administrative Program Manager
Economic Development Department

Printed on recycled paper

**CITY COUNCIL MEETING**
**DATE: January 16, 2024**
**AGENDA BILL: 23-3669**

**SUBJECT:** Tacoma Ave Overlay and Intersection - Contract Award for Design **CATEGORY:** Consent

**BUDGET IMPACT:**
Expenditure Required: $380,000.00 Within Budget Allocation: Yes

**ATTACHMENTS:**
1. Agreement with Scope & Fee

**STAFF CONTACT:** Gursimran Singh, Engineering Specialist, Alisa O'Haver-Ayala , City Engineer

**SUMMARY BACKGROUND:**
This project will plane, repair, and overlay Tacoma Avenue from Puyallup Street to the White River Bridge, complete intersection channelization improvements, add an eastbound left turn pocket on Puyallup Street at Tacoma Avenue, and upgrade the intersection of Puyallup Street and Tacoma Avenue to a signalized intersection. Project shall include ADA upgrades/sidewalks, associated utility work and illumination as needed.

Three Statements of Qualifications were received on October 11, 2023 for this project. Parametrix, Inc. was selected to provide consulting services for this project through a qualification-based selection process. An agreement with a maximum amount payable of $327,924.40 was negotiated for the design of the project.

**COUNCIL COMMITTEE/STUDY SESSION:** Public Works Committee
**MEETING/STUDY SESSION DATE: 1/9/2024**
**COMMITTEE RECOMMENDATION: Do Pass**

**STAFF RECOMMENDATIONS/MOTION:**
A motion authorizing the Mayor and City Administrator to execute all necessary contract documents with Parametrix, Inc, in an amount not-to-exceed $327,924.40 for the Tacoma Ave Overlay and Intersection project, (CIP 23-09), substantially in a form approved by the City Attorney.

# *Local Agency A&E Professional Services*
# *Negotiated Hourly Rate Consultant Agreement*

Agreement Number:

| | |
|---|---|
| Firm/Organization Legal Name (do not use dba's):<br>Parametrix, Inc. | |
| Address<br>1019 39th Ave SE, Suite 100, Puyallup WA 98374 | Federal Aid Number<br>STBGUL-3281(004) |
| UBI Number<br>600 135 349 | Federal TIN<br>91-0914810 |
| Execution Date | Completion Date<br>12/31/2025 |
| 1099 Form Required<br>☐ Yes ☒ No | Federal Participation<br>☒ Yes ☐ No |
| Project Title<br>Tacoma Avenue Overlay and Intersection | |
| Description of Work<br>Complete Final Design/PS&E for Tacoma Ave Overlay and Intersection. Improvements consist of plane, repair, and overlay Tacoma Avenue from Puyallup Street to the White River Bridge, complete intersection channelization improvements, add an eastbound left turn pocket on Puyallup Street at Tacoma Avenue, and upgrade the intersection of Puyallup Street and Tacoma Avenue to a signalized intersection. Project shall include ADA upgrades/sidewalks, associated utility work and illumination as needed. | |
| ☒ Yes 32.7% ☐ No DBE Participation<br>☐ Yes ☒ No MBE Participation<br>☐ Yes ☒ No WBE Participation<br>☐ Yes ☒ No SBE Participation | Maximum Amount Payable: 327,924.40 |

## Index of Exhibits


Exhibit A Scope of Work
Exhibit B DBE Participation
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Sumner, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

## I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Gursimran Singh
Agency: City of Sumner
Address: 1104 Maple St
City: Sumner State: WA Zip: 98390
Email: gursimrans@sumnerwa.gov
Phone: 253-409-6065
Facsimile:

If to CONSULTANT:
Name: Cynthia M. Clark
Agency: Parametrix, Inc.
Address: 1019 39th Ave SE, Suite 100
City: Puyallup State: WA Zip: 98374
Email: cclark@parametrix.com
Phone: 253-604-6739
Facsimile:

## IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

   Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12 month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will applicable for the twelve (12) month period.

   The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

   The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

   The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964

  (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973

  (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tie , or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY 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 Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Gursimran Singh

Agency: City of Sumner

Address: 1104 Maple St

City: Sumner State: WA Zip: 98390

Email: gursimrans@sumnerwa.gov

Phone: 253-409-6065

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

## XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

## XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

## XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

## XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

## XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

## XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

| | |
|---|---|
| Signature | Date |
| Signature | Date |

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

# *Exhibit A*
# *Scope of Work*

See attached Scope of Work.

Project No.

City of Sumner
Tacoma Ave Overlay and Intersection

# Introduction

The City of Sumner (City) received a grant from the Federal Highway Administration's Surface Transportation Program to finance the design and environmental documentation phases of the Tacoma Avenue Intersection and Overlay Improvements project (Project). The Project consists of plane, repair, and overlay Tacoma Avenue from Puyallup Street to the White River Bridge, complete intersection channelization improvements, add an eastbound left turn pocket on Puyallup Street at Tacoma Avenue, and upgrade the intersection of Puyallup Street and Tacoma Avenue to a signalized intersection. Project shall include ADA upgrades/sidewalks, associated utility work and illumination as needed.

The Project is federally funded and has a Disadvantaged Business Enterprise goal of 20%.

Because of the Project's federal funding, all design, environmental, and right-of-way (ROW) acquisitions will require Washington State Department of Transportation (WSDOT) Highways and Local Programs (Local Programs) oversight and approvals. Parametrix (Consultant) will provide input and support for coordination with WSDOT, which will be led by the City.

Detailed scope-of-service information, including a description of services, assumptions, and deliverables for each work element and subtask, is provided below.

Additional services may be provided by amendment to the Agreement if requested by the City:

- Right-of-way acquisition services.
- Construction management.
- Other services to support the Project.

## General Project Assumptions

- Stormwater upgrades will be minor and may include replacement of portions of the stormwater infrastructure and additional new inlets and catch basins. The pavement overlay areas of the Project will be exempt from all minimum requirements per the 2019 Department of Ecology Stormwater Management Manual's definition of pavement maintenance practices. This Project will not create any new hard surfaces, and it is assumed that the total amount of new and replaced hard surfaces will not exceed minimum requirement thresholds. Therefore, no Stormwater Best Management Practice (BMP) design is included within this scope of work.
- Coordination and relocation of franchise utilities (power and communications), if needed, will be lead by the City and provided by others.
- The Plans, Specifications, and Estimate (PS&E) will require review and approval from the WSDOT Highways and Local Programs prior to advertising. The City will be responsible for leading coordination with and providing submittals to Local Programs.
- The City will be responsible for advertisement and distribution of final documents for bidding.

- The schedule for this Project includes agency review durations based on past project experience. However, neither the City nor the Consultant can control these review durations.
- A 16-month total Project schedule is assumed from the date of contract execution.

### Design Standards and References

The following design standards and references are to be followed during development of the Project:

- 2024 WSDOT Standard Specifications and General Special Provisions, with updates to 2025 version for 100% and Final Bid Documents.
- City of Sumner's Development Specifications and Standard Details.
- American Association of State Highway and Transportation Officials 7th Edition (2018) of "Policy on Geometric Design of Highways and Streets" (Green Book).
- 2009 Manual on Uniform Traffic Control Devices.
- 2019 Department of Ecology Stormwater Management Manual for Western Washington.
- WSDOT Local Agency Guidelines Manual, current edition.
- WSDOT Standard Plans, as required. (WSDOT standard plans, if used, will be cross-referenced with City standards to determine any discrepancies and provide clarification if not congruent.)

The Consultant will conduct services under the Agreement based on the versions noted in the above-stated design standards. If updated versions of the standards become available and/or effective during the term of the Agreement, the Consultant and City will discuss potential implications to the Project. This will include the Consultant's estimate of the cost of additional services, if any, to update Project design and deliverables. The City will determine whether updated standards shall be used. Additional cost of Consultant services, if any, will be compensated through the management reserve or as a supplement to the Agreement.

The Consultant will prepare all drawings using AutoCAD Civil3D 2022. Spreadsheets will be prepared using Microsoft (MS) Excel (version 2016-compatible), and text documents in MS Word (version 2016-compatible).

Unless specifically noted otherwise, all plans will be completed at a scale of 1 inch = 20 feet on a sheet size of 22 by 34 inches. The City will provide the Consultant with the City's AutoCAD template for use in preparing plan sheets. All deliverables will be electronic.

# Task 01 – Project Management and Coordination

## Subtask 01-01 Project Management

### Objectives

The objective of this task is to provide overall project management of the Consultant contract with City of Sumner.

This task includes general management functions that include the following:

- Schedule and coordinate the work of Parametrix team members and ensure that work is completed accurately and within scope and budget.

- Coordinate with City staff, including:
  - → Prepare and submit monthly progress invoices and earned value statements to the City.
  - → Provide additional identification of issues and proposed solutions if unforeseen issues arise.
  - → Provide a design schedule.
- Meet with the City in person on the following occasions:
  - → Kickoff meeting with City staff and the project team to confirm design objectives, issues, and schedule.
  - → Review Conceptual Design.
  - → Review 30% design.
  - → Review 75% design.
- Meet with the City virtually for regular coordination on the following occasions:
  - → Once-a-month coordination meetings (16 total) outside of the formal design review meetings noted above.

### Deliverables

Deliverables for this task include:

- Monthly progress reports enclosed with invoices (16 total).
- Meeting agendas and notes for the City design review meetings and coordination meetings noted above.
- Project design schedule (one) with up to two updates.

### Assumptions

Assumptions for this task include:

- Project duration is 16 months.
- In-person design review meetings (kickoff, conceptual design, 30%, and 75%) will be attended by up to two Parametrix staff and one subconsultant staff and will require a total of 2 hours each.
- Monthly video conference calls with City staff will be attended by up to two Parametrix staff and will require a total of 30 minutes each.
- Budget assumes 32 biweekly design team coordination meetings. Delays due to unforeseen circumstances (e.g., additional meetings or extended review periods) may result in additional effort necessary for project management and administration, which may require a supplement.

## Subtask 01-02 Quality Control and Quality Assurance

### Objective

To prepare a quality management plan for the Project and to complete internal quality reviews of each deliverable as noted below.

### Approach

Consultant will perform quality control and quality assurance reviews of each of the following deliverables:

- NEPA Documented Categorical Exclusion Documentation.
- 30% PS&E Package.
- 75% PS&E Package.
- 100% PS&E Package.
- WSDOT Design Documentation Submittals, including Public Interest Finding and Final Division 1 Special Provisions.
- Final Bidding Documents.

### Deliverables

- Quality Management Plan (PDF format).
- Comment response sheets (PDF format).

### Assumptions

- Internal Parametrix QC/QA documentation is excluded as a deliverable.

## Task 02 – Survey and Mapping (Apex)

### Objective

To provide AutoCAD base map as necessary to confirm limits of existing right-of-way and support design/preparation of plans for bid documents.

### Approach

Consultant will contract with Apex to complete survey and topographic mapping. A copy of the scope and fee for Apex is enclosed with this proposal (see Exhibit A).

### Deliverables

- An electronic drawing file of the right-of-way boundary and topographic survey in AutoCAD Civil3D 2022 format and PDF format.

### Assumptions

For assumptions for this subtask, see the Apex scope and fee enclosed with this proposal.

# Task 03 – Preliminary Design

## Subtask 03-01 – Conceptual Design

### Objective

To review available record drawings, GIS, and traffic data. To confirm field data and create a conceptual roadway design using the topographic survey and ROW information provided under Task 02.

### Approach

- Consultant will create a conceptual roadway roll plot to correspond with the topographic survey and ROW information provided under Task 02. The roll plot will show proposed curb ramp locations and signal pole locations at Puyallup Street and Tacoma Avenue.
- Consultant will review current applicable stormwater regulations and complete surface area takeoffs for the roadway concept. Consultant will confirm stormwater requirements and exemptions for proposed concept.
- Consultant will create a conceptual roundabout layout at the intersection of Tacoma Avenue and Puyallup Street. The roundabout layout will show the required curbs, truck apron, and central island to accommodate a WB-67 design vehicle based on AutoTurn movements.
- The conceptual roadway roll plot and conceptual roundabout layout will be sent to the City and discussed as part of the conceptual design coordination meeting with the City. The meeting decisions will be used as the basis for the 30% Submittal.

### Deliverables

- Conceptual Roadway Roll Plot – One electronic copy in PDF and CAD format.
- Conceptual Roundabout Exhibit – One electronic copy in PDF and CAD format.

### Assumptions

- Mapping will indicate City ROW and parcel lines as necessary to support the preparation of the ROW plans included in Task 02. Parcel lines will be based on assessor's information.
- The conceptual roundabout layout will support the Intersection Control Evaluation (ICE) which will be completed by PH Consulting.
- Conceptual roll plot and roundabout layout will only include horizontal layouts. Grading will be provided in later design phases.
- Scope and budget assume a signal at the intersection of Puyallup Street and Tacoma Avenue. An amendment will be needed for moving forward with a roundabout design at this intersection beyond this conceptual design phase.
- Stormwater area takeoffs will be completed for the intersection concept only and will be provided in a table summary on the Conceptual Roadway Roll Plot.

## Subtask 03-02 – Geotechnical Engineering (HWA Geosciences)

### Objective

To explore the subsurface conditions, interpret the site surficial geology based on exploration and testing, analyze the impact of the proposed improvements, offer design recommendations for the improvements, and review the design plans and specifications. Proposed improvements that will require geotechnical engineering include new signal pole foundations and design recommendations for pavement overlays.

### Approach

Consultant will contract with HWA Geosciences to complete geotechnical explorations and provide recommendations. A copy of the scope and fee for HWA Geosciences is enclosed with this proposal (see Exhibit A).

### Deliverables

- Draft and Final Geotechnical Letter Report (PDF format).

### Assumptions

For assumptions for this subtask, see the HWA Geosciences scope and fee enclosed with this proposal.

## Subtask 03-03 – 30% Design Plans

### Objective

To prepare preliminary plans, bid item list, and opinion of construction costs and submit to the City for review.

### Approach

The Consultant will prepare preliminary plans, bid item list, and opinion of construction costs and submit to the City for review. Comments received from the City during the conceptual design efforts will be incorporated into the 30% Submittal.

The Consultant will develop a technical memorandum summarizing applicable stormwater requirements if any, how required regulations are met, assumptions and exemptions.

A total of 10 plan sheets are anticipated to be included in the 30% Submittal as identified in Exhibit A-2.

The Consultant will prepare a preliminary bid item list with an indication for each bid item if the item is proposed to be used as a WSDOT Standard Item, a WSDOT General Special Provision (GSP) Item, or a City GSP Item, or if a Special Provision item description will be required.

The Consultant will prepare a 30% level opinion of construction costs.

### Deliverables

- 30% Drawings – One electronic copy (PDF format).

- 30% AutoCAD Files – One electronic copy (AutoCAD format).
- 30% Opinion of Cost –Two electronic copies (PDF and MS Excel formats).
- Stormwater Technical Memorandum – One electronic copy (PDF format) and up to one 11”x17” exhibit (PDF format).

### Assumptions

- 30% drawings will graphically depict the “footprint” of proposed Project improvements, with minimal notes and dimension provided only as necessary to convey the intent of the preliminary design of the Project. To minimize drawing rework, the drawings included in the 30% Submittal will be in-progress versions of the drawings that will be included in subsequent submittals.
- Bid item list specifications will be based on the 2024 WSDOT Standard Specifications, the City’s most recent general special provisions with Project-specific edits, special provisions, bid proposal, federal provisions, and the City’s front end/contract boilerplate Divisions 0 through 9.
- The bid proposal and opinion of construction cost at the 30% Submittal will be based as much as possible on the unit bid items proposed for payment in the construction contract. However, because of the preliminary nature of the design at this stage of the Project, it is expected that some lump-sum and/or square-foot costs will be used for estimating portions of Project costs. Additionally, an estimating contingency factor will be applied to the opinion of cost to account for design uncertainties at this level of design.
- Storm improvement design is anticipated to be limited to minor adjustments at intersection of Tacoma Ave & Puyallup Street and restoration/replacement of existing structures as needed. No stormwater BMP design is anticipated to be required for the project.
- Stormwater requirements will be reviewed and confirmed in the form of an area calculation summary during the conceptual design phase, which will be the basis for the stormwater technical memorandum. It is assumed that a stormwater site plan will not be required for this project.
- City will be responsible for obtaining an Ecology Construction Stormwater General Permit, if required.

# Task 04 – NEPA Documentation

## Subtask 04-01 – NEPA Documented Categorical Exclusion

### Objective

To meet with WSDOT Local Programs to confirm environmental documentation approach and assumptions and to prepare a National Environmental Policy Act (NEPA) Categorical Exclusion Documentation form pursuant to WSDOT requirements.

### Approach

Consultant will complete an environmental review of the Project site. Once the initial review is complete, Consultant will attend a meeting with WSDOT Local Programs environmental staff to confirm results of environmental review and NEPA documentation requirements for the Project.

Consultant will prepare a WSDOT NEPA Categorical Exclusion Documentation form.

## Deliverables

- Draft and Final NEPA Categorical Exclusion Documentation form (PDF format).

## Assumptions

- City will schedule and lead the NEPA kickoff meeting with WSDOT Local Programs. This meeting will be held virtually and attended by up to three Parametrix staff members.
- No critical areas, critical areas buffers, or other resources regulated under Chapter 16.40 City of Sumner Municipal Code (SMC) will be impacted by the Project.
- Because the Project includes federal funding administered by WSDOT, the Project is required to comply with NEPA and associated crosscutting authorities. The Project is presumed to qualify as a Categorical Exclusion. Documentation of compliance with NEPA will be via WSDOT standard form WSDOT Form 140-100. No additional documentation, discipline reports, or studies will be required. The project will not require supplemental documentation for:
    - Noise (no vertical or horizontal changes in alignment that would trigger a noise assessment)
    - Wetland or Streams (no work in these resources)
    - Hazardous Materials (no disturbance of soils)
    - Section 4(f) or 6(f) (assumed exempt)
    - Air quality (assumed exempt and project not in a current Environmental Protection Agency (EPA) 20-year maintenance area)
    - Floodplains (no addition of impervious surface or fill)
    - Groundwater (no EPA-mapped sole source aquifers in the study area)
    - Recreational areas (none are identified on or near the study area)
    - Environmental Justice (assumed exempt)
    - Energy, land use, aesthetics, or public services (paving and resurfacing will not affect)
- Section 106 Exemption Under WSDOT NEPA Categorical Exclusions Guidebook Appendix J (A-1). The Project is required to comply with Section 106 of the National Historic Preservation Act. The Project work is presumed to be exempt and unlikely to affect an historic property as defined in the Statewide Programmatic Agreement. No Cultural Resources Services documentation or review will be required for the Project, and an Area of Potential Effects is not required for the Project.
- The Project is required to comply with Section 7 of the Endangered Species Act (ESA) and the Magnuson-Stevens Act (MSA). The Project is presumed to have no effect on ESA-listed species or critical habitat or Essential Fish Habitat. Documentation of compliance with Section 7 of the ESA and the MSA can be accomplished via Parts 5 and 6, respectively, of WSDOT Form 140-100 without preparation of an ESA Biological Assessment or No Effect Assessment and/or No Effect Letter.
- No net new pollutant-generating impervious surface will be created as a result of this Project.

- Project activities qualify under Maintenance Category #1, Roadway Surface, of the Regional Road Maintenance Program ESA 4(d) determination.
- The nature of the work on this Project is categorically exempt from State Environmental Policy Act (SEPA) pursuant WAC 197-11-800 (2)(c) and (d)(viii). The scope of services and budget estimate do not include preparation of a SEPA Checklist.
- Any right-of-way, street use, land use, construction, or other permits required to complete this work will be completed by the City or others.
- No shoreline-related permits will be required to complete this work pursuant SMC Chapter 16.40.100 Exemptions (F).
- Air Quality Exemptions Under 40 CFR 93.126. This Project is exempt per WSDOT NEPA Categorical Exclusions Guidebook Appendix G – Safety – Pavement resurfacing and/or rehabilitation.
- Environmental Justice Exemptions Under 40 CFR 93.126. This Project is exempt per WSDOT NEPA Categorical Exclusions Guidebook Appendix L #1 and #2.

# Task 05 – Plans, Specifications, and Estimate (PS&E)

## Task Objective

To prepare bid-ready documents for the Project, including plans, special provisions, copies of applicable standard plans, City Standard Details, and other elements to be included in the bid documents. Bid documents will be submitted to the City for review at increasing levels of completeness, including 75%, 100% and Final levels of development. The City will provide boilerplate templates of the bid proposal, contracting forms, federal provisions, special provisions, and standard plans (Divisions 0 through 9 and appendices).

## Subtask 05-01 – 75% Bid Documents

### Objective

To prepare 75% complete drawings, bid schedule, specifications, and opinion of construction costs, and submit to the City for review.

### Approach

The Consultant will prepare and submit to the City for review 75% complete drawings, bid schedule, specifications, and opinion of construction costs, and submit to the City for review. Comments received from the City from the 30% review will be addressed in the 75% Submittal deliverables.

The Consultant will identify potential utility conflicts and locations for potholing, if needed. The Consultant will coordinate with subconsultants to complete potholing and survey existing utilities.

A total of 29 plan sheets are anticipated to be included in the 75% Submittal as identified in Exhibit A-2.

### Deliverables

- Pothole Plan (if needed) – One copy in PDF format.
- 75% Drawings – One copy in PDF format.

- 75% AutoCAD Files – Electronic copy of AutoCAD line work file.
- 75% Specifications – Two electronic copies (MS Word of boilerplate/special provisions with tracked changes and PDF of whole package).
- 75% Opinion of Cost – Electronic copies (PDF and MS Excel formats).
- Written Response to 30% City Review Comments – One electronic copy (MS Excel or MS Word format).

### Assumptions

- Specifications will be based on the 2024 WSDOT Standard Specifications, City-provided special provisions with Project-specific edits, Project-specific special provisions, bid proposal, federal provisions, and the City's boilerplate Divisions 1 through 9.
- The opinion of construction cost at the 75% Submittal will be based primarily on the unit bid items proposed for payment in the construction contract. However, an estimating contingency factor will still be applied to the opinion of cost to account for design uncertainties at this level of design.
- There may be placeholders in the special provisions at the 75% Submittal for specialty items.
- Pothole plan will be in the form of a markup identifying recommended locations for potholing, if needed.
- Potholing coordination and completing potholing will require approval from City project manager. Budget assumes up to 6 potholes. Subconsultant will complete potholing and Consultant will incorporate pothole information into the plans after 75% design.
- All coordination with utility purveyors will be led by the City. No major design modifications will be required based on coordination with utility purveyors.

## Subtask 05-02 – 100% Draft Bid Documents

### Objective

To prepare complete Draft 100% Bid Set drawings, bid schedule, specifications, and opinion of construction costs, and submit to the City for review.

### Approach

The Consultant will prepare and submit to the City's Project Manager for review a 100% complete package of Bid Documents for the Project, including plans, special provisions, copies of applicable standard plans, and other elements to be included in the bid documents. Comments received from the City from the 75% review will be addressed in the 100% Submittal deliverables.

Consultant will prepare a Patented/Proprietary Item Certification form in accordance with WSDOT Form 140-051 for all proprietary items to be specified on the Project. No review comments are expected on this form. The intent is to keep this form with the City's project files.

A total of 31 drawings are anticipated to be included in the 100% Submittal as identified in Exhibit A-2.

The Consultant will prepare an estimated construction schedule to assist with the establishment of construction contract working days and estimating traffic control quantities.

Consultant will prepare a Construction Stormwater Pollution Prevention Plan, if needed.

### Deliverables

- 100% Drawings – One electronic copy in PDF format.
- 100% Project Manual (bid forms, specifications, and appendixes) – One electronic copy in PDF format and Word Document format.
- 100% Opinion of Cost – One electronic copy in PDF format.
- Written Response to 90% City Review Comments – One electronic copy (MS Excel or MS Word format).
- Draft Construction Schedule – Electronic copy (PDF format).
- Patented/Proprietary Item Form (PDF format).
- Maximum Extent Feasible (MEF) Documentation, if needed (PDF format).
- Stormwater Pollution Prevention Plan, if needed – One copy in PDF format.

### Assumptions

- The main purpose of this submittal is to allow the City's Project Manager the opportunity to confirm that all comments from the City's 75% review have been adequately addressed in the 100% Submittal deliverables before going to "print" for advertisement.
- Specifications will be based on the 2025 WSDOT Standard Specifications, City-provided special provisions with Project-specific edits, Project-specific special provisions, and bid proposal.
- The edition of WSDOT Standard Specifications and corresponding City general special provisions to be used by the Consultant for preparing Project specification at 100% will be updated from the 75% Submittal to reflect changes from 2024 to 2025 standards.
- The bid proposal and opinion of construction cost at the 100% Submittal will be based on the unit bid items in the bid proposal form in the construction contract documents.

## Subtask 05-03 – Final Bid Documents

### Objective

To prepare Final Bid Set drawings, bid schedule, specifications, and opinion of construction costs, and submit to the City for use in soliciting bids for construction.

### Approach

The Consultant will address minor pickups received from the City from the Draft (100%) review. The Consultant will assemble and submit to the City's Project Manager the final complete package of bid documents for the Project, including plans, special provisions, and other elements to be included in the bid documents. The main purpose of this submittal is to allow the City's Project Manager to confirm that all comments from the City's 100% review have been adequately addressed in the Final Submittal deliverables.

A total of 31 drawings are anticipated to be included in the Final Bid Documents Submittal consisting of the same drawings identified for the 100% Submittal in Exhibit A-2.

### Deliverables

- Final Drawings – One electronic copy in PDF format.
- Final Project Manual – One electronic copy in PDF format.
- Final Opinion of Cost – One electronic copy in PDF format.

### Assumptions

- This subtask will be initiated when the City receives construction obligation funding.

## Task 06 – Detailed Design Services (PH Consulting)

### Objective

To provide design services for detailed design phases of the Project.

### Approach

Consultant will contract with PH Consulting to provide detailed design services. A copy of the scope and fee for PH Consulting is enclosed with this proposal (see Exhibit A).

### Deliverables

- Traffic Analysis:
  - Draft and final Traffic Analysis Memorandum and Signal Timing Card(s).
- Illumination System Improvements Analysis:
  - → Draft and Final Photometrics Analysis Memorandum.
  - → Draft and Final Project Illumination Layout Exhibit
- Channelization and Signage Improvements:
  - → 30% Pavement Marking and Signage Plans.
  - → 75%, 100% and Final Design Plan sheets, Specifications and Special Provisions, Opinion of Probable Cost.
- Temporary Traffic Control Plans:
  - → 75%, 100% and Final Design Plan sheets, Special Provisions, Opinion of Probable Cost.

### Assumptions

For assumptions for this subtask, see the PH Consulting scope and fee enclosed with this proposal.

## Task 07 – Bidding Support

### Objective

To provide interpretation and clarification for plans and specifications to the City in response to bidders' questions during bidding.

### Approach

Activities in this task include:

- Answer questions from bidders.
- Prepare up to two bid addendums.

### Deliverables

- Responses to up to three bidder questions via email.
- Electronic copies of up to two bid addendums.

### Assumptions

- The City will be the only point of contact for bidders' questions during bidding.
- The City will maintain a written Record of Telephone Conversations with questions and answers to be provided to bidders if desired by the City.
- Up to 8 hours of Consultant staff time will be required for assisting City with reviewing bidder questions and providing clarification.
- Up to two addendums will be needed. Addendums will be for clarification of bid documents or minor revisions to Project designs.
- The City will lead the process of preparing and issuing addendum(s).
- City staff will facilitate bid opening.
- City staff will prepare and issue the bid tabs and Notice of Award.

## Task 08 – Management Reserve

### Objective

Provide additional services that are outside of this current scope of work.

### Approach

Work under this task will provide additional technical services that is outside of the current scope of work as requested and authorized in writing by the City.

# EXHIBIT A-1 – Schedule

| Work Element | Completed By |
|---|---|
| Notice to Proceed | Assumed January 10, 2024 |
| Kickoff Meeting | January 22, 2024 |
| Concept Design | April 15, 2024 |
| 30% Design Submittal | June 24, 2024 |
| City Review and Feedback | July 22, 2024 |
| 75% Design Submittal | November 11, 2024 |
| City Review and Feedback | December 9, 2024 |
| 100% Draft Bid Documents Submittal | January 20, 2025 |
| City Review and Feedback | February 17, 2025 |
| Bid Set Submittal | March 10, 2025 |

NOTE: The assumed turnaround time for City review is 4 weeks.

**EXHIBIT A-2**
**ESTIMATED SHEET COUNT**
**FOR CONSTRUTION DOCUMENTS SUBMITTALS**

| SHEET/SHEET SET NAME | SHEET/SHEET SET SCALE *(plotted "full size" at 22x34)* | SHEET COUNT by SUBMITTAL | | |
|---|---|---|---|---|
| | | 30% | 75% | 100% - Final |
| Cover Sheet, Vicinity Map, and Sheet Index | N/A | 1 | 1 | 1 |
| Abbreviations and Legend | N/A | 1 | 1 | 1 |
| Survey Datum and Horizontal and Vertical Control | 1 inch = 40 feet | | 1 | 1 |
| Site Preparation and Erosion Control Plan | 1 inch = 20 feet | | 3 | 3 |
| Roadway Plan | 1 inch = 20 feet | 3 | 3 | 3 |
| Intersection Details | 1 inch = 5 feet | | 4 | 4 |
| Misc. Details | N/A | | 1 | 1 |
| Signal and Illumination Plans and Details | 1 inch = 10 feet | 3 | 4 | 6 |
| Channelization and Signing Plans | 1 inch = 20 feet | 2 | 3 | 3 |
| Traffic Control Plans | 1 inch = 40 feet | | 8 | 8 |
| TOTALS: | | 10 | 29 | 31 |

November 9, 2023

Parametrix
Brenna Tumbling

Reference: Proposal for Professional Services
Tacoma Avenue Overlay and Intersection Survey
File #: 37153

Dear Brenna:

Thank you for the opportunity to provide our scope of services and cost estimate to perform professional services associated with the referenced project. We feel that our successful, long-term land development history throughout the Puget Sound allows us to provide you exceptional guidance and expertise, while remaining competitive and efficient. Our enclosed Contract Documents identify the tasks to be completed by Apex Engineering in working with you to achieve your project goals. We will perform a full Topographic Survey of the Tacoma Avenue Right of Way, including right of way boundary survey to be used to develop the Right of Way plans for the improvements.

Our General Conditions require payment within 30 days of invoice receipt. If this will not meet your payment schedule, we will set up options that work within the City's framework.

If you have any questions regarding this proposal or our Contract Documents, please call me at (253) 473 - 4494, Ext. 1198.

Thank you for selecting Apex for this project. Our team looks forward to working with you.

Sincerely,

Timothy J. McDaniel, PLS, CFedS
Survey Manager

Enclosures: Scope of Services

# EXHIBIT A

# SCOPE OF SERVICES

**PROJECT INFORMATION**

**Date:** November 9, 2023

**Project Name:** Tacoma Avenue Overlay and Intersection Topographic Base Map Survey & Right of Way Boundaries

**File/Task Number:** 37153

**Location:** Tacoma Avenue (Puyallup St. to 45th), Sumner, WA.

**PROJECT DESCRIPTION / ASSUMPTIONS**

Our understanding of pertinent facts and actions to date on the project include:

- Apex will locate any monuments or survey control points necessary to tie the topographic survey work into the Horizontal and Vertical Datum specified for the City of Sumner.
- The intent and focus of the survey is a topographic survey for design of the new improvements within the Tacoma Avenue Right of Way from the intersection of Puyallup Street to the intersection with 45th Street and north to Bridge.
- Apex will serve as a subconsultant for Parametrix and primary contact for the topographic survey and utility locates.

**PROJECT TASKS**

**<u>Task 1 – Topographic Survey for Engineering Design</u>**

1. Research record information for completion of boundary calculations and for existing control.

2. Perform random field traverse survey locating existing monumentation, cadastral survey corners, property corners, or survey monumentation as recoverable through a diligent search to tie topographic survey to the existing monumentation of the Right of Way.

3. The field control portion of this budget will also be used to tie the survey control to the City of Sumner datums, NAD 83/91 (State Plane, WA South Zone) Horizontal Datum and NGVD 29 Vertical Datum. Locating necessary monuments and benchmarks to be utilized for the topographic survey.

4. Perform a full topographic survey of the above-referenced Tacoma Avenue ROW. The survey limits are shown on attached Survey Limits map. Perform a full Topographic survey of all visible surface features and utilities within the limits in accordance with American Society of Civil Engineers (ASCE) Standard 38-02, Quality Level-B (QL-B).
    a. At a minimum, the topographic survey will identify the following:
        i. Locations of observable surface features within the survey limits, (i.e., utilities, retaining walls, rockeries, access areas, curbing, sidewalks, parking areas, paved drives, concrete pads, sidewalks and driveways,

pedestrian paths, fences, striping, signs, buildings, hedges, trees, etc.) at the time of the survey.

ii. Location of all utility paint line marking done by others.

iii. Take survey shots along cross section lines at every 25' station left and right along construction centerline and stationing established and provided by the city. Also take regular shots for optimal creation of existing ground surface model. At a minimum, at least every 25', the following surface features shall be surveyed and mapped in the topographic survey.

a. Curbs, Curb and gutters including flow line, front and back of curb tops
b. Sidewalks, type specified, hatch if concrete.
c. Pavement, type specified, hatch if concrete.
d. Roadway pavement crown line.
e. Driveways, type specified, hatch if concrete.
f. Gravel areas.
g. Retaining walls including top and toe, type specified.
h. Storm drainage structures surveyed and measured (including type of structure, invert elevation and direction, and rim elevation) Pipes, types and sizes.
i. Ditches and edges of water courses, top and bottom lines and any culvert type, size and invert elevation.
j. Sanitary sewer structures (including type of structure, invert elevation and direction, and rim elevation) Pipes, types and sizes.
k. Water utilities (valves, hydrants, blowoffs, etc.).
l. Visible irrigation boxes but not sprinkler heads.
m. Power structures, poles, guys, and lines (for aerial lines, show horizontal location for all lines on pole). For overhead wires crossing Tacoma Ave locate elevation and location of wires at poles and mid span (sag).
n. Natural gas valves, lines, and blowoffs.
o. Telephone lines and structures.
p. Cable lines and structures.
q. Traffic signal and street lighting poles, conduit, and junction boxes.
r. Signage, development or community signs.
s. Plastic and painted Channelization, pavement markings, arrows and letters, crosswalks (striping including parking lot areas).
t. Visible existing survey markers
u. Vegetation (list trunk diameter and type for trees if 6" or greater).
v. Fences and railings.
w. Mailboxes.
x. Bollards.
y. Grade break lines, top and toe of slope lines.
z. Identify and define edges of landscaped or areas of lawn and tended planted areas in or out of R/W, if accessible.

5. Storm and sanitary sewer locates within the Survey limits will identify the following on each storm and sewer structure:
   a. Structure type and size, rim and bottom of structure elevations.
   b. Invert elevations, size and type of pipes.
   c. Ladder.
   d. location,

oil/water separator details.

6. Coordinate and analyze record locations of utilities as available and necessary for design which may not be accessible at the time of the field survey.

7. Apex will locate all underground utility paint line information and locations within the survey limits. The painting of these lines by a Utility Marking company and will be provided by a sub-consultant. See task 2 below

8. Reduce field notes, plot elevation data obtained from said field survey and prepare drawings for design use at a convenient scale showing all data obtained, along with 1-foot contours. Spot elevations will be shown where deemed necessary. All storm & sewer as-built information to be incorporated on drawings.

9. Topographic Survey Base Map to include all calculated right of way lines and centerlines as well as adjoining parcel lines for each property abutting the Tacoma Avenue right of way.

10. Provide information and data to Engineering staff for analysis and comment. Note: Once the information has been analyzed by the engineering staff, additional work and costs may be necessary for supplemental topography areas.

11. Drawings will be supplied in AutoCAD Civil 3D 2018 format. Hard copy plots and PDF's of the survey sheets shall be provided.

**Task 2 – Sub-Consultant Coordination (Utility Locate Services)**

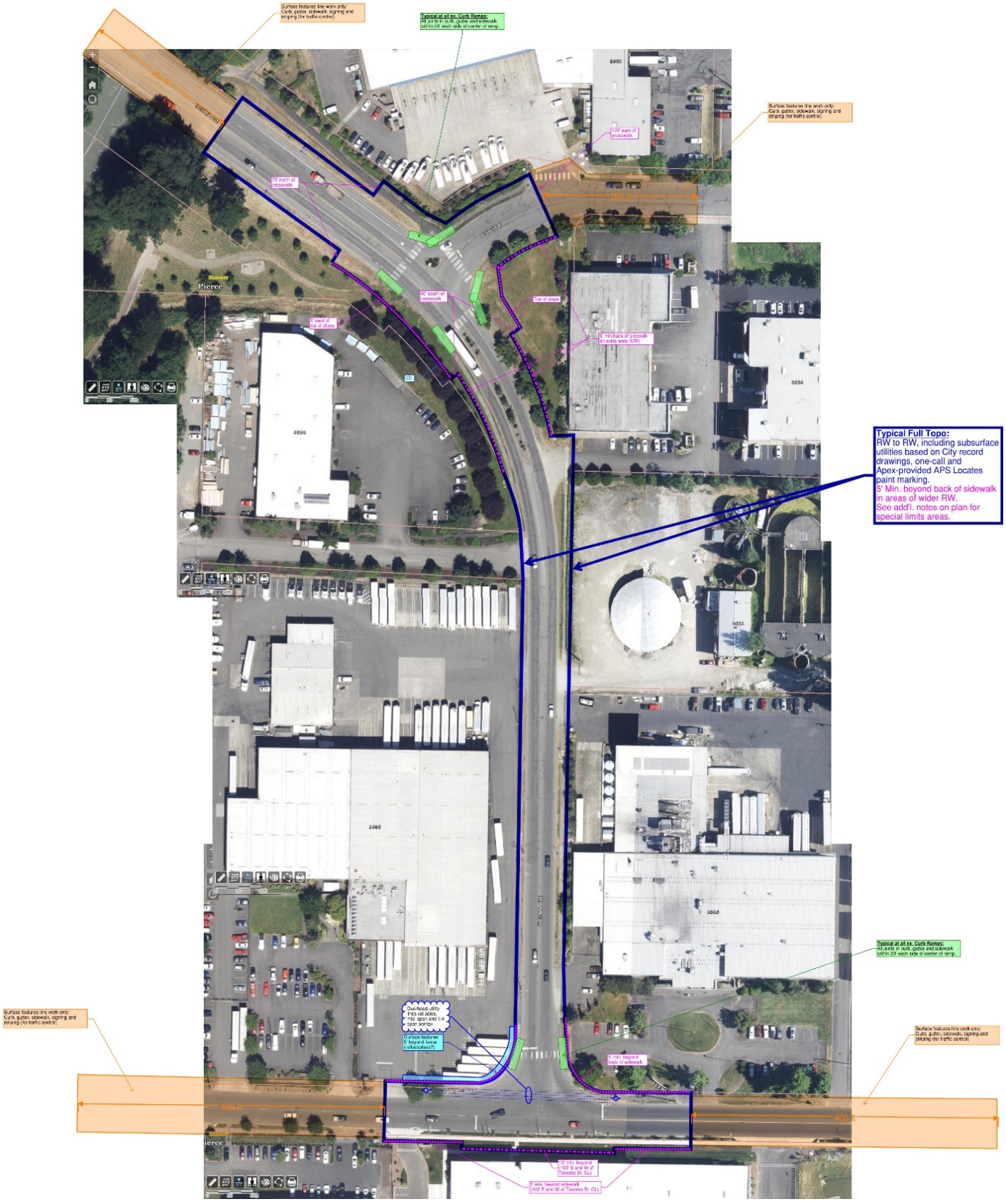
1. Coordinate with and provide Private Utility Locate service to delineate all conductible utilities within the survey limits. Survey mapping of all delineated utilities in Task 2 is included in Task 1 above.

**Optional Task 3 - Land Surveying Services – Pothole Locations**

*Survey for potholes is required and we will plan on approx. 7 pothole locations.*

1. Apex will mobilize to stakeout the location of desired pothole locations as determined by Parametrix.
2. Location to be marked with PK nail and painted Pothole number for sub-consultant Vac truck to visual navigate to pothole location.
3. Once pothole is complete by Vac truck, Apex will locate utility depths at pothole location.

# Survey Limits Map



November 9, 2023
HWA Project No. 2023-206-21

Parametrix
1019 39th Avenue SE, Suite 100
Puyallup, Washington 98374

Attention: Brenna Tumbling, P.E.

Regarding: **GEOTECHNICAL SERVICES**
**TACOMA AVENUE OVERLAY AND INTERSECTION PROJECT**
**SUMNER, WASHINGTON**

Ms. Tumbling,

As requested, HWA GeoSciences Inc. (HWA) is pleased to present this scope of work to provide geotechnical engineering services to support the Tacoma Avenue Overlay and Intersection Project in Sumner, Washington. Based on our understanding of the project, we recommend the following additional geotechnical scope of work.

**SCOPE OF WORK**

## Project Management

1. **Project Setup:** HWA will set the project up in our billing system and attend one conference call with the design team to go over project objectives and requirements.
2. **Project and Contract Management:** HWA will prepare monthly invoices, and progress reports, if required. We will correspond with the design team in the form of emails, fax, and telephone calls, as necessary. We will provide project management for the geotechnical engineering task, and we will coordinate with and manage our subcontractors.

**Geotechnical Field Work:**

1. **Plan Field Exploration Program:** HWA will plan and coordinate a geotechnical exploration program for the project consisting of two drilled borings, to a depth of approximately 20 feet each, and 6 pavement cores. Planning will include identification of the locations of the geotechnical borings and pavement cores, development of traffic control plans and coordination with the drilling subcontractor. Pavement coring will be performed by HWA. HWA will coordinate with a subcontractor and develop site specific traffic control plans for each proposed geotechnical exploration. HWA will

complete and submit a ROW permit application to the City along with the traffic control plans.

2. **Mark Explorations & Conduct Utility Locates:** HWA will walk the alignment and mark the proposed exploration locations in the field with white paint and arrange for utility locates using the Utility Notification Center. HWA will not be held liable for damage to utilities or other underground structures not defined or located for HWA by the City or the Utilities Underground Location Center. During the walkthrough, HWA will identify any areas that may require full depth pavement replacement.
3. **Conduct Explorations:** HWA will log the drilling of 2 geotechnical borings, to a depth of about 20 feet each, near the proposed new traffic signal in order to provide information for signal pole foundation design recommendations. HWA will perform pavement coring at 6 locations along the alignment to assess existing pavement layer thicknesses and shallow subgrade support conditions to be used to develop recommendations for pavement rehabilitation and sections of full depth pavement repair areas.
4. **Generate Boring Logs and Assign Laboratory Testing:** HWA will prepare summary boring logs and photographic pavement core logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Depending on the type of soils encountered, laboratory testing could include moisture content, grain-size distribution, organic content, and Atterberg Limits, where appropriate.

**Geotechnical Engineering Analysis and Recommendations**

1. **Evaluate Field and Laboratory Data:** HWA will evaluate the data obtained from the subsurface explorations and laboratory testing to develop design recommendations for the new signal pole foundation and pavement rehabilitation.
2. **Draft Geotechnical Letter Report**: HWA will prepare a draft letter report for the proposed improvements. This report will contain the results of the explorations and analyses performed, including descriptions of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring and pavement core logs; and laboratory test results. This report will provide our design recommendations for the proposed improvements.
3. **Final Report:** HWA will finalize the previously submitted draft geotechnical report based on review comments from the design team and the City.
4. **Review of Final Plans and Specifications:** HWA will perform review of the final plans and specifications prepared by Parametrix.

**ASSUMPTIONS**

- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- All non-contaminated drilling spoils and related debris produced by the truck- or track-mounted drill rig will be drummed on site and transported off site for disposal by the drilling subcontractor. The borehole will be abandoned with bentonite chips per DOE and patched with rapid-setting concrete. The pavement cores will be backfilled with excavated soils, compacted in lifts, and patched with Aquaphalt cold patch to match existing pavement surface thickness.
- Boring and pavement core locations will be located using handheld GPS and measurement from existing know features.

We appreciate the opportunity to present this proposal for services on this project. If you have any questions regarding this proposal, or need additional information, please do not hesitate to contact us.

Sincerely,
HWA GeoSciences Inc.

Bryan Hawkins, P.E.
Senior Geotechnical Engineer

# SCOPE OF WORK

City of Sumner
Tacoma Ave Overlay and Intersection

## INTRODUCTION

The City of Sumner (City) was awarded federal funding for the Tacoma Ave Overlay and Intersection improvement project. PH Consulting (PHC) will provide professional engineering services as subconsultant to Parametrix (PMX). PH Consulting's general scope of work includes project coordination, traffic analysis, and detailed design of channelization and signing improvements, and temporary traffic control plans. The following sections detail the scope of work to be provided by PHC.

### General Project Assumptions

- Project duration is approximately 16 months.
- PMX will provide a topographic survey base map for the project area.
- Project specifications will follow City of Sumner and 2025 version of WSDOT standard specifications. An additional fee may apply if project specifications and special provisions are required to be revised to later version.
- Final Plans, Specifications, and Estimate (PS&E) will be completed for advertisement by April 2025.
- The project will be delivered in accordance with WSDOT Local Agency Guidelines (LAG) Manual requirements.
- No major changes in direction or design requirements will occur after the 75% submittal with any comments limited to minor corrections and coordination. 100% submittal will be for WSDOT final review and no additional new City comments are assumed. Opinion of probable cost will not change between 100% Submittal and Final Bid Doc Submittal.
- All project drawings will be done in current AutoCAD version
- PMX will compile the submittal and complete coordination with City and/or other agencies.
- Full size PDF's for plan set deliverables.
- Level of effort includes time to address city comments after each design submittal, internal team meetings, project coordination meetings, comment review meetings with City, performance of QA/QC prior to each submittal, and preparation of a technical memorandum to submit with each deliverable.

# TASK 06 – DETAILED DESIGN SERVICES

## Subtask 06-01 – Traffic Analysis

PH Consulting will provide traffic signal operations analysis for project build year to support project design and documentation needs. PH will provide recommended turn pocket lengths, traffic signal phasing, and AM/PM peak hour traffic signal timings. Analysis will be based on proposed lane configuration at intersection of Tacoma Ave and Puyallup St only. PH will utilize traffic data collected as part of the *142nd Ave E Corridor Intersection Analysis,* Technical Memorandum (2022) by Transpo Group.

### Deliverables

- Draft and final Traffic Analysis Memorandum with Signal Timing Card(s).

### Assumptions

- New traffic data collection will not be required.

## Subtask 06-02 – Illumination System Improvements Analysis

PHC will provide project photometric analysis and lighting system design services. Analysis will include complete project limits. PHC will coordinate with PSE for lighting system along project corridor and with PMX for traffic signal pole mounted luminaires. .

### Deliverables

- Draft and Final Photometric Analysis Memorandum
- Draft & Final Project Illumination Layout Exhibit

### Assumptions

- Illumination Layout Exhibit will be for coordination with PMX and PSE.
- Illumination analysis will evaluate roadway light levels within project limits per City and WSDOT design manual guidelines.
- Others will pay any required review/permit fees.

### Subtask 06-03 – Channelization & Signage Improvements

PHC will provide project channelization and signage improvement design services. The pavement marking design will match existing and will conform to the Manual on Uniform Traffic Control Devices (MUTCD), WSDOT Traffic Manual, and City of Sumner standards.

#### Deliverables

- 30% Pavement Marking & Signage Plans
    - Two (2) sheets total for the combined channelization/signage sheets.
- 75%, 100%, and Final Bid Docs plans
    - Up to two (3) sheets total for the whole package
- 75%, 100%, and Final Bid Docs specifications and special provisions
- 30%, 75%, and 100%/Final Bid Doc Opinion of Probable Cost.

#### Assumptions

- The limits of striping and signage improvements are assumed to be from the south bridge abutment to Puyallup Street and up to 300' on each approach to Tacoma Ave intersections at Puyallup St and 45th St. Striping and signing beyond this area can be included for an additional fee.
- 1:20 scale for channelization and signing plans.

### Subtask 06-04 – Temporary Traffic Control Plans

PHC will prepare site specific Traffic Control Plans (TCPs) to support the work on Tacoma Ave and Puyallup St. PHC will prepare TCPs that support safe work zone's while minimizing impact to traffic. PHC assumes that no traffic control plans or special provisions will be prepared for the preliminary 30% design stage. Preliminary traffic control estimate of construction costs for 30% deliverable will be estimated by Parametrix. PHC will develop Division 1 Traffic Control Special Provisions and provide a Traffic Control Estimate to Parametrix with subsequent submittals. The TCPs will conform to the Manual on Uniform Traffic Control Devices (MUTCD), WSDOT Work Zone Traffic Control Guidelines, WSDOT Traffic Manual, and City of Sumner standards.

#### Deliverables

- 75%, 100%, and Final Bid Set TCPs
    - Up to eight (8) TCP sheets total for the whole package
        - One (1) General notes sheet
        - Site specific traffic control plans for up to four (4) traffic control scenarios
        - Up to two (2) typical pedestrian traffic control plans on two sheets
        - One (1) details sheet
- 75%, 100%, and Final Bid Set Traffic Control Special Provisions
- 75% and 100%/Final Bid Set Estimate.

#### Assumptions

PHC assumes the following:

- TCP's will be for assumed overlay, curb ramp upgrades (Puyallup St and 45th St intersections), and new traffic signal construction at the Puyallup St intersection.
- PMX will provide construction staging information.
- Plan will be not to scale (NTS). Approximately 1:40 scale for TCPs.
- Assumes no full closures or vehicle detours.

## TASK 07 – BIDDING SUPPORT SERVICES

### Subtask 07-02 – Bidding Support Service

PHC will provide answers to bidders' questions and addenda for design scope specific issues. Level of effort assumed for this task is up to three (3) bidders' questions and one addenda.

### Optional Engineering Services (Not in Contract)

#### Provide Construction Services Support

At the option of the City, PHC will provide construction support services. Scope and fees for this task will be estimated as part of supplement to base contract as applicable.

# *Exhibit B*
# *DBE Participation Plan*

There is a 20% DBE requirement on this project. See attached DBE Inclusion Plan.

# City of Sumner
# Tacoma Ave Overlay and Intersection
# Disadvantaged Business Enterprise Inclusion Plan

Founded as an MBE firm in 1969, Parametrix understands the challenges that Disadvantaged Business Enterprises (DBEs) face as they seek opportunities to expand their business. This plan outlines Parametrix's commitment to meet the DBE requirement of 20% established for this project.

## Section 1 - Subcontracting

The table below lists the values as a percentage of the contract amount that Parametrix anticipates for participation by DBE firms.

Table 1. DBE Participation Percentages

| Certification of Business Participation | Anticipated Percentage |
|---|---|
| Disadvantaged Business Enterprise | 32.7% |

## Section 2 – Diverse Business Subcontractors

Subconsultants anticipated to be used on this project are listed below, along with descriptions of tasks to be performed.

Table 2. Subconsultant Task Descriptions

| Name of DBE | DBE Certifications | Task Description | Anticipated DBE Subcontract Value |
|---|---|---|---|
| PH Consulting | DBE D5M0024799<br>MBE M5M0024799 | Traffic Analysis, Illumination, Traffic Control | $53,500.00 |
| Apex Engineering | DBE D2F0026475<br>WBE W2F0026475 | Surveying | $20,252.00 |
| HWA GeoSciences | DBE D5F0024692<br>MWBE M5F0024692 | Geotechnical Engineering | $29,504.00 |

## Section 3 – Designated DBE Liaison

The DBE Liaison for this project will be Brenna Tumbling, the Project Manager. Her contact information is:

Brenna Tumbling, P.E.
Parametrix
Email: BTumbling@parametrix.com
Phone number: (253) 319-5595

Brenna's responsibilities as the DBE Liaison include:

- Providing monthly updates to the City's Project Manager that include utilization of DBE subconsultants, progress to date, and projections for future work.
- Ensuring success of the DBE firms on the team by supporting them in learning the processes and procedures of the City's contracting.

## Section 4 – DBE Goal Attainment Strategy

Achieving the DBE requirement of 20 percent for this project will be accomplished by assigning Survey to Apex Engineering; Geotechnical Engineering to HWA GeoSciences; and Traffic Analysis, Illumination, and Traffic Control Plan preparation to PH Consulting. Their participation will be monitored frequently and reported on monthly invoices. Parametrix has successfully teamed with these firms on previous projects.

## Section 5 – Prompt Payment and Dispute Resolution

The Parametrix process for monitoring and ensuring prompt payment to subconsultants starts with establishing the calendar by which our billing cycle operates so the subconsultant's invoice is timed with the Parametrix invoice submittal to the client. A calendar is provided to the subconsultant identifying the cutoff date for each monthly invoice. Parametrix's policy is to pay subconsultants no longer than 15 days after receiving payment from the client. In the event that any portion of an invoice is disputed, payment will be made for the non-disputed amounts.

For resolution of disputes, first a good faith negotiation between representatives of the subconsultant and Parametrix would take place. This would start with the subconsultant and Parametrix project managers and escalate to the principals of each firm if needed. The next step is nonbinding mediation under the Commercial Mediation Arbitration Rules and Mediation Procedures of the American Arbitration Association using a neutral mediator mutually acceptable to the parties, with the costs, therefore, shared equally. If the nonbinding mediation is not successful, final remedy would be through Superior Court in Pierce County, Washington.

## Section 6 – Monitoring and Reporting Required DBE Participation

Our accounting system, BST10, allows us to track the monthly effort of the subconsultants and compare the results against the planned level of effort. Our Project Manager will meet regularly with the subconsultant (in person or via telephone), check progress, and address any questions or challenges they may have with either their technical work or their share of the work in order to monitor and attain the required goal. A report summarizing the status and progress toward goal attainment will be included with each monthly invoice and progress report. We will submit this information via the Diversity Management and Compliance System reporting system.

# *Exhibit C*
# *Preparation and Delivery of Electronic Engineering and Other Data*

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

See attached Scope of Work in Exhibit A.

B. Roadway Design Files

See attached Scope of Work in Exhibit A.

C. Computer Aided Drafting Files

See attached Scope of Work in Exhibit A.

D. Specify the Agency's Right to Review Product with the Consultant

See attached Scope of Work in Exhibit A.

E. Specify the Electronic Deliverables to Be Provided to the Agency

See attached Scope of Work in Exhibit A.

F. Specify What Agency Furnished Services and Information Is to Be Provided

See attached Scope of Work in Exhibit A.

II. Any Other Electronic Files to Be Provided

See attached Scope of Work in Exhibit A.

III. Methods to Electronically Exchange Data

E-mail and/or Consultant FTP site.

A. Agency Software Suite

Microsoft Office, Bluebeam.

B. Electronic Messaging System

Microsoft Outlook.

C. File Transfers Format

PDF, Microsoft Office.

See budget estimate on the following page.

Note: If additional staff are needed to support the project, billing rates will be calculated based on direct hourly rate times a 3.0154 multiplier. This multiplier is calculated based on Direct Salary (DS) plus an Indirect Cost Rate (ICR) of plus a profit of 30% of direct labor as shown below:

DS = 1.0
ICR = 1.7154
Profit = 0.30

Total = 3.0154

Additionally, on Page 4 of 14, Section V, Payment Provisions will be amended such that the annual rate adjustment will occur effective October 1 of each calendar year.

**Exhibit D**
**Budget Estimate**
**Tacoma Ave Overlay and Intersection**

| | | | | | | | Mallory Wilde | Brenna Tumbling | Chuck Schott | Marc Kendall | Sohrab Siddiqui | Kevin House | Matt Craig | Cooper Odegard | Katie Jensen | Steve Krueger | Kyle Bretherton | Christy Pope | Sarah A. Crackenberger | Amanda Lucas |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Sr Consultant | Sr Engineer | Sr Engineer | Sr Engineer | Engineer III | Sr Consultant | Sr Engineer | Engineer III | Planner III | Sr Scientist/ Biologist | GIS Technician | Sr Project Control Specialist | Sr Project Accountant | Publications Supervisor |
| | | | | | Cost Rates: | | $83.29 | $62.97 | $87.68 | $73.26 | $53.87 | $117.74 | $74.04 | $47.53 | $48.99 | $62.10 | $32.83 | $54.89 | $40.76 | $45.35 |
| | | | Multiplier: | 3.0154 | Burdened Rates: | | $251.15 | $189.88 | $264.39 | $220.91 | $162.44 | $355.03 | $223.26 | $143.32 | $147.72 | $187.26 | $99.00 | $165.52 | $122.91 | $136.75 |
| **Task** | **SubTask** | **Description** | **Labor Dollars** | **Labor Hours** | **% Performed After 10-1-24** | **Labor Escalation*** | | | | | | | | | | | | | | |
| **01** | | **Project Management and Quality Control** | **$35,054.51** | **174** | | **$350.55** | **12** | **52** | **32** | **26** | **16** | **0** | **0** | **0** | **0** | **4** | **0** | **16** | **16** | **0** |
| | 01 | Project Management and Coordination | $25,670.58 | 132 | 25% | $ 256.71 | 2 | 50 | 32 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | 16 | 0 |
| | | PM Monthly Calls with City (16 mos) | $3,634.16 | 16 | | | | 8 | 8 | | | | | | | | | | | |
| | | Kickoff and Design Progress Meetings (4 total, in-person) | $3,634.16 | 16 | | | | 8 | 8 | | | | | | | | | | | |
| | | Bi-weekly Internal Team Meetings (16 mos) | $8,348.32 | 40 | | | | 8 | 16 | | 16 | | | | | | | | | |
| | | Progress Reports and Invoices (16 mos) | $6,133.81 | 40 | | | | 8 | | | | | | | | | | 16 | 16 | |
| | | Budget and Schedule Tracking (16 mos) | $2,658.32 | 14 | | | | 14 | | | | | | | | | | | | |
| | | Project Planning and Correspondence (16 mos) | $1,261.82 | 6 | | | 2 | 4 | | | | | | | | | | | | |
| | 02 | Quality Assurance/Quality Control | $9,383.92 | 42 | 25% | $ 93.84 | 10 | 2 | 0 | 26 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 |
| | | QMP | $882.06 | 4 | | | 2 | 2 | | | | | | | | | | | | |
| | | NEPA DCE | $749.03 | 4 | | | | | | | | | | | | 4 | | | | |
| | | 30% PS&E | $1,385.94 | 6 | | | 2 | | | 4 | | | | | | | | | | |
| | | 75% PS&E | $3,153.20 | 14 | | | 2 | | | 12 | | | | | | | | | | |
| | | 100% PS&E | $2,269.57 | 10 | | | 2 | | | 8 | | | | | | | | | | |
| | | Final Bidding Documents | $944.12 | 4 | | | 2 | | | 2 | | | | | | | | | | |
| **02** | | **Survey and Mapping** | **$1,437.32** | **6** | | **$0.00** | **0** | **2** | **4** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| | | Survey and Mapping (see below for sub costs) | $1,437.32 | 6 | | $ - | 0 | 2 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | Subconsultant management | $379.76 | 2 | | | | 2 | | | | | | | | | | | | |
| | | Review deliverables | $1,057.56 | 4 | | | | | 4 | | | | | | | | | | | |
| **03** | | **Preliminary Design** | **$33,051.44** | **176** | | **$0.00** | **0** | **8** | **30** | **0** | **84** | **6** | **12** | **34** | **0** | **0** | **0** | **0** | **0** | **2** |
| | 01 | Conceptual Design | $13,164.75 | 64 | | $ - | 0 | 2 | 10 | 0 | 24 | 6 | 12 | 10 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | Conceptual Roadway Roll Plot | $6,013.67 | 32 | | | | | 8 | | 24 | | | | | | | | | |
| | | Storm Basin Area Takeoffs and MR Confirmation | $1,812.98 | 12 | | | | 2 | | | | | | 10 | | | | | | |
| | | Conceptual Roundabout Exhibit | $3,652.73 | 14 | | | | | | | | 4 | 10 | | | | | | | |
| | | Coordination with PH for RBT ICE | $1,685.37 | 6 | | | | | 2 | | | 2 | 2 | | | | | | | |
| | 02 | Geotechnical Engineering (See below for sub costs) | $1,437.32 | 6 | | $ - | 0 | 2 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | Subconsultant management | $379.76 | 2 | | | | 2 | | | | | | | | | | | | |
| | | Review deliverables | $1,057.56 | 4 | | | | | 4 | | | | | | | | | | | |
| | 03 | 30% Design Plans | $18,449.36 | 106 | | $ - | 0 | 4 | 16 | 0 | 60 | 0 | 0 | 24 | 0 | 0 | 0 | 0 | 0 | 2 |
| | | Concept Design Review Comment Responses | $528.78 | 2 | | | | | 2 | | | | | | | | | | | |
| | | Storm Technical Memo / Exhibit | $2,946.41 | 20 | | | | 2 | | | | | | 16 | | | | | | 2 |
| | | 30% Opinion of Cost and Bid Item List | $1,117.96 | 7 | | | | | | | 6 | | | 1 | | | | | | |
| | | *Cover sheet, index, Vicinity Map (1)* | $589.27 | 3 | | | | | 1 | | 2 | | | | | | | | | |
| | | *General Notes and Abbreviations (1)* | $914.15 | 5 | | | | | 1 | | 4 | | | | | | | | | |
| | | *Roadway Plan and Profile (3)* | $5,380.38 | 32 | | | | 2 | 2 | | 24 | | | 4 | | | | | | |
| | | *Signal and Illumination Plans and Details (3)* | $4,835.13 | 26 | | | | | 6 | | 20 | | | | | | | | | |
| | | Address QC Comments, compile, submit to City | $2,137.29 | 11 | | | | | 4 | | 4 | | | 3 | | | | | | |
| **04** | | **Environmental Permitting and Documentation** | **$9,607.73** | **59** | | **$0.00** | **0** | **4** | **4** | **0** | **0** | **0** | **0** | **0** | **26** | **15** | **6** | **0** | **0** | **4** |
| | 01 | NEPA Documented Categorical Exclusion Form | $9,607.73 | 59 | | $ - | 0 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 26 | 15 | 6 | 0 | 0 | 4 |
| | | Environmental review | $2,611.52 | 17 | | | | | | | | | | | 10 | 5 | 2 | | | |
| | | NEPA Kickoff Meeting w WSDOT | $1,578.50 | 8 | | | | 2 | 2 | | | | | | 2 | 2 | | | | |
| | | DCE Form - Draft | $2,856.58 | 18 | | | | 1 | 1 | | | | | | 8 | 4 | 2 | | | 2 |
| | | DCE Form - Final | $2,561.13 | 16 | | | | 1 | 1 | | | | | | 6 | 4 | 2 | | | 2 |
| **05** | | **Plans, Specifications, and Estimate (PS&E)** | **$107,297.31** | **580** | | **$2,454.50** | **0** | **26** | **135** | **0** | **355** | **0** | **0** | **38** | **0** | **0** | **0** | **0** | **0** | **26** |
| | 01 | 75% Bid Documents | $61,246.54 | 334 | 25% | $ 612.47 | 0 | 5 | 73 | 0 | 228 | 0 | 0 | 20 | 0 | 0 | 0 | 0 | 0 | 8 |
| | | 30% Design Review Comment Responses | $2,736.84 | 14 | | | | 2 | 4 | | 8 | | | | | | | | | |
| | | 75% Specifications | $11,150.47 | 60 | | | | 2 | 16 | | 30 | | | 4 | | | | | | 8 |
| | | Identify utility conflicts | $2,357.08 | 12 | | | | | 4 | | 8 | | | | | | | | | |
| | | Pothole Plan, and utility potholing coordination** | $2,681.96 | 14 | | | | | 4 | | 10 | | | | | | | | | |
| | | 75% Opinion of Cost | $2,591.46 | 15 | | | | 1 | 2 | | 8 | | | 4 | | | | | | |
| | | *Cover sheet, index, Vicinity Map (1)* | $324.88 | 2 | | | | | | | 2 | | | | | | | | | |
| | | *General Notes and Abbreviations (1)* | $324.88 | 2 | | | | | | | 2 | | | | | | | | | |
| | | *Survey datum/H&V control plan (1)* | $2,153.18 | 12 | | | | | 2 | | 10 | | | | | | | | | |
| | | *Erosion Control Plan (3)* | $3,541.89 | 20 | | | | | 4 | | 10 | | | 6 | | | | | | |
| | | *Site Prep Plan (3)* | $2,863.42 | 17 | | | | | 1 | | 16 | | | | | | | | | |
| | | *Roadway Plan and Profile (3)* | $5,529.40 | 32 | | | | | 4 | | 24 | | | 4 | | | | | | |
| | | *Intersection Details (4)* | $9,141.49 | 50 | | | | | 10 | | 40 | | | | | | | | | |
| | | *Misc Details (1)* | $3,006.84 | 16 | | | | | 4 | | 12 | | | | | | | | | |
| | | *Signal and Illumination Plans and Details (4)* | $9,141.49 | 50 | | | | | 10 | | 40 | | | | | | | | | |
| | | Address QC Comments, compile, submit to City | $3,701.28 | 18 | | | | | 8 | | 8 | | | 2 | | | | | | |

**Exhibit D**
**Budget Estimate**
**Tacoma Ave Overlay and Intersection**

| | | | | | | | Mallory Wilde | Brenna Tumbling | Chuck Schott | Marc Kendall | Sohrab Siddiqui | Kevin House | Matt Craig | Cooper Odegard | Katie Jensen | Steve Krueger | Kyle Bretherton | Christy Pope | Sarah A. Crackenberger | Amanda Lucas |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Sr Consultant | Sr Engineer | Sr Engineer | Sr Engineer | Engineer III | Sr Consultant | Sr Engineer | Engineer III | Planner III | Sr Scientist/ Biologist | GIS Technician | Sr Project Control Specialist | Sr Project Accountant | Publications Supervisor |
| | | | | | Cost Rates: | | $83.29 | $62.97 | $87.68 | $73.26 | $53.87 | $117.74 | $74.04 | $47.53 | $48.99 | $62.10 | $32.83 | $54.89 | $40.76 | $45.35 |
| | | | **Multiplier:** | **3.0154** | Burdened Rates: | | $251.15 | $189.88 | $264.39 | $220.91 | $162.44 | $355.03 | $223.26 | $143.32 | $147.72 | $187.26 | $99.00 | $165.52 | $122.91 | $136.75 |
| **Task** | **SubTask** | **Description** | **Labor Dollars** | **Labor Hours** | **% Performed After 10-1-24** | **Labor Escalation*** | | | | | | | | | | | | | | |
| | 02 | 100% Bid Documents | $38,287.50 | 202 | 100% | $ 1,531.50 | 0 | 18 | 54 | 0 | 106 | 0 | 0 | 14 | 0 | 0 | 0 | 0 | 0 | 10 |
| | | 75% Design Review Comment Responses | $5,473.67 | 28 | | | | 4 | 8 | | 16 | | | | | | | | | |
| | | 100% Specifications | $5,796.74 | 34 | | | | 4 | 4 | | 16 | | | 2 | | | | | | 8 |
| | | Bid forms and project manual appendices | $4,416.11 | 24 | | | | 4 | 4 | | 16 | | | | | | | | | |
| | | Patented/Proprietary Item Form and MEF | $3,656.59 | 20 | | | | | 4 | | 16 | | | | | | | | | |
| | | Construction Schedule | $1,382.44 | 6 | | | | | 4 | | 2 | | | | | | | | | |
| | | SWPPP | $1,799.83 | 12 | | | | 2 | | | | | | 8 | | | | | | 2 |
| | | 100% Opinion of Cost | $2,114.94 | 12 | | | | | 2 | | 8 | | | 2 | | | | | | |
| | | *100% Plans (31 sheets)* | $9,945.87 | 48 | | | | 4 | 20 | | 24 | | | | | | | | | |
| | | Address QC Comments, compile, submit to City | $3,701.28 | 18 | | | | | 8 | | 8 | | | 2 | | | | | | |
| | 04 | Final Bidding Documents | $7,763.27 | 44 | 100% | $ 310.53 | 0 | 3 | 8 | 0 | 21 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 8 |
| | | 100% PS&E Review Comment Responses | $616.71 | 3 | | | | 1 | 1 | | 1 | | | | | | | | | |
| | | Final Technical Specifications | $2,652.29 | 16 | | | | 2 | 2 | | 4 | | | | | | | | | 8 |
| | | Final Opinion of Cost | $853.66 | 4 | | | | | 2 | | 2 | | | | | | | | | |
| | | Final Bid Plans (31 sheets) | $2,764.70 | 16 | | | | | 2 | | 12 | | | 2 | | | | | | |
| | | Address QC Comments, compile, submit to City | $875.91 | 5 | | | | | 1 | | 2 | | | 2 | | | | | | |
| **06** | | **Detailed Design Services - PH Consulting** | **$3,403.42** | **14** | | **$68.07** | **0** | **4** | **10** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| | | Detailed Design Services (see below for sub costs) | $3,403.42 | 14 | 50% | $ 68.07 | 0 | 4 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | Subconsultant management | $759.52 | 4 | | | | 4 | | | | | | | | | | | | |
| | | Review deliverables | $2,643.90 | 10 | | | | | 10 | | | | | | | | | | | |
| **07** | | **Bidding Support** | **$8,536.60** | **40** | | **$341.46** | **0** | **0** | **20** | **0** | **20** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| | | Bidding Support | $8,536.60 | 40 | 100% | $ 341.46 | 0 | 0 | 20 | 0 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | Bidder Question Responses (3) | $2,115.12 | 8 | | | | | 8 | | | | | | | | | | | |
| | | Bid addendum (2) | $6,421.48 | 32 | | | | | 12 | | 20 | | | | | | | | | |
| **08** | | **Management Reserve** | **$11,000.00** | **0** | | **$0.00** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| | | Management Reserve | $11,000.00 | 0 | | $ - | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | 0 | | | | | | | | | | | | | | | | |
| | | **Labor Totals:** | $209,388.32 | 1,049 | | | 12 | 96 | 235 | 26 | 475 | 6 | 12 | 72 | 26 | 19 | 6 | 16 | 16 | 32 |
| | | **Escalation Amount***:** | | | | $3,214.57 | | | | | | | | | | | | | | |
| | | **Totals:** | **$212,602.90** | | | | **$3,013.83** | **$18,228.45** | **$62,131.71** | **$5,743.61** | **$77,158.81** | **$2,130.20** | **$2,679.12** | **$10,319.18** | **$3,840.84** | **$3,557.87** | **$593.97** | **$2,648.24** | **$1,966.52** | **$4,375.95** |

| **Subconsultants** | **Subconsultant Budget** | |
|---|---|---|
| Apex Engineering*** | $20,252.00 | 6.4% |
| HWA Geosciences*** | $29,504.00 | 9.3% |
| PH Consulting*** | $53,500.00 | 16.9% |
| **Subconsultants Total:** | **$103,256.00** | **32.7%** |

| **Other Direct Expenses** | |
|---|---|
| **Mileage (** 100 miles at $0.655/mile | $ 65.50 |
| **Potholing**** (Up to 6 potholes provided by APS Locates, if required) | $ 12,000.00 |
| **Other Direct Expenses Total:** | **$12,065.50** |

| | |
|---|---|
| **Project Total** | **$327,924.40** |

**Notes:**
* Billing rates are updated annually on October 1. Labor inflation of 4% is added for each escalation cycle.
** If required. Potholing will require approval from City. Expense assumes up to 6 potholes at $2000 each.
*** DBE Participation.

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

May 31, 2023

Parametrix, Inc.
1019 39th Ave. SE, Suite 100
Puyallup, WA 98374-2215

Subject: Acceptance FYE 2022 ICR – Cognizant Review

Dear Brent Diemer,

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 171.54% of Combined/Corporate (rate includes 0.28% Facilities Capital Cost of Money) based on the "Cognizant Review" from the WSDOT Audit Office. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email **consultantrates@wsdot.wa.gov**.

Regards;

Schatzie Harvey
Schatzie Harvey (Jun 1, 2023 05:57 PDT) Jun 1, 2023

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:HK

# Certification of Final Indirect Costs

Firm Name: Parametrix, Inc.

Indirect Cost Rate Proposal: 171.54

Date of Proposal Preparation (mm/dd/yyyy): 4/14/23

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 12/30/2022

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

*1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

*2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

Signature:

Name of Certifying Official* (Print): Brent Diemer

Title: CFO, Executive VP

Date of Certification (mm/dd/yyyy): 04/14/2023

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm

**PARAMETRIX, INC.**

## Statement of Direct Labor, Fringe Benefits and General Overhead
## For the Fiscal Year Ended December 30, 2022

| Description | General Ledger Balance for the Fiscal Year Ended December 30, 2022 | Unallowable Expenses | Ref. | Proposed Amount | Percent |
|---|---|---|---|---|---|
| **Direct Labor** | **$ 39,365,630** | **$ -** | | **$ 39,365,630** | **100.00%** |
| **Fringe Benefits:** | | | | | |
| Vacation, sick leave, holidays | 9,170,364 | | | 9,170,364 | 23.30% |
| Payroll taxes | 5,563,770 | (37,702) | E | 5,526,068 | 14.04% |
| Medical insurance | 5,497,553 | | | 5,497,553 | 13.97% |
| ESOP retirement plan | 7,500,000 | | | 7,500,000 | 19.05% |
| **Total Fringe Benefits** | **27,731,687** | **(37,702)** | | **27,693,985** | **70.35%** |
| **General Overhead:** | | | | | |
| Administrative salaries | 12,666,460 | (141,287) | A | 12,525,173 | 31.82% |
| Training salaries | 1,090,894 | | | 1,090,894 | 2.77% |
| Bonuses/miscellaneous salaries | 7,734,512 | (1,721,935) | B | 6,012,577 | 15.27% |
| Direct selling salaries | 1,305,900 | | | 1,305,900 | 3.32% |
| Bid and proposal salaries | 3,713,172 | | | 3,713,172 | 9.43% |
| Advertising expense | 206,563 | (206,563) | C | | 0.00% |
| Direct selling expenses | 102,578 | (45,444) | D | 57,134 | 0.15% |
| Excise taxes | 2,055,009 | | | 2,055,009 | 5.22% |
| Insurance | 951,290 | | | 951,290 | 2.42% |
| Office rent | 3,881,768 | | | 3,881,768 | 9.86% |
| Office expenses and supplies | 180,825 | (88,569) | F | 92,256 | 0.23% |
| Staff appreciation/awards | 325,829 | (312,170) | G | 13,659 | 0.03% |
| Printing, copier/printer supplies | 41,078 | | | 41,078 | 0.10% |
| Telephone | 153,177 | | | 153,177 | 0.39% |
| Depreciation (including gain/loss on disposal) | 1,680,409 | | | 1,680,409 | 4.27% |
| Amortization | 16,667 | (16,667) | H | | 0.00% |
| Business meals | 7,075 | (7,075) | I | | 0.00% |
| Auto expense | 311,555 | (17,753) | J | 293,802 | 0.75% |
| Billed in-house autos | (228,870) | | | (228,870) | -0.58% |
| Office travel | 603,964 | (160,897) | K | 443,067 | 1.13% |
| Subscriptions, library material | 106,071 | | | 106,071 | 0.27% |
| Dues | 174,062 | (24,225) | L | 149,837 | 0.38% |
| Donations | 57,011 | (57,011) | M | | 0.00% |
| Professional licenses | 39,233 | | | 39,233 | 0.10% |
| Postage, couriers, freight | 39,297 | | | 39,297 | 0.10% |
| Training/education | 389,260 | (12,401) | N | 376,859 | 0.96% |
| Field equipment/supplies | 17,112 | | | 17,112 | 0.04% |
| Survey equipment/supplies | 137,464 | | | 137,464 | 0.35% |
| Health and safety equipment/supplies | 24,646 | | | 24,646 | 0.06% |
| Billed in-house equipment | (404,069) | | | (404,069) | -1.03% |
| Office furniture | 8,608 | | | 8,608 | 0.02% |
| Office equipment | 192,295 | (41) | O | 192,254 | 0.49% |
| Computer supplies, circuits | 589,758 | | | 589,758 | 1.50% |
| Software/maintenance | 2,832,226 | | | 2,832,226 | 7.19% |
| Recruiting costs | 68,955 | | | 68,955 | 0.18% |
| Payroll, legal and audit | 279,492 | (51,113) | P | 228,379 | 0.58% |
| Temporary Labor | 55,541 | | | 55,541 | 0.14% |
| Consulting services | 1,103,882 | (114,000) | Q | 989,882 | 2.51% |
| Bad debts | 118,300 | (118,300) | R | | 0.00% |
| Office moving/remodeling | 18,779 | | | 18,779 | 0.05% |
| Personal property taxes | 42,800 | | | 42,800 | 0.11% |
| Utilities/building maintenance | 109,426 | | | 109,426 | 0.28% |
| Finance, bank charges | 31,828 | (11,308) | S | 20,520 | 0.05% |
| **Total General Overhead** | **42,831,832** | **(3,106,759)** | | **39,725,073** | **100.91%** |
| **Total Indirect Costs** | **$ 70,563,519** | **$ (3,144,461)** | | **$ 67,419,058** | **171.26%** |
| **Percentage of Direct Labor (Less FCC)** | **179.25%** | | | **171.26%** | |
| Facilities cost of capital (FCC) | | 110,070 | T | 110,070 | 0.28% |
| | | | | **$ 67,529,128** | |
| **Percentage of Direct Labor (Includes FCC)** | | | | **171.54%** | |

See accompanying notes.

# *Exhibit E*
# *Sub-consultant Cost Computations*

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

There are three sub-consultants on the project identified in the scope of work in Exhibit A. The following pages are the cost computations for the sub-consultants:

- Apex Engineering

- HWA Geosciences

- PH Consulting

2601 South 35th St. #200 | Tacoma, WA 98409 apexengineering.net | (253) 473-4494

# Project Budget Worksheet

Project Name: **Tacoma Avene Overlay** Location: Sumner Prepared By: T. McDaniel

Project #: **37153** Phase Group #: 00 Task #: 00 Date: 12-Dec-23

**Labor Hours by Classification**

| Staff Type # (See Labor Rates Table) | | 10 | 11 | 12 | 20 | 21 | 31 | 61 | 70 | 63 | 68 | 71 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Staff Type Hourly Rate | | $220 | $220 | $220 | $200 | $190 | $180 | $145 | $165 | $190 | $190 | $90 | |
| Drawing/Task Title | Labor Code | Principal Engineer | Principal Planner | Principal Surveyor | Professional Engineer | Professional Surveyor | Project Manager | Survey Technician | Survey Field Coordinator | Survey Crew Chief | 2-Man Survey Crew | Administrative | Hour Total |
| Horizontal and Vertical Control | | | | 2 | | | 1 | 8 | 1 | | 6 | | 18.0 |
| Utility locates | | | | | | | | 2 | | | 4 | | 6.0 |
| Topo | | | | 4 | | | 3 | 16 | 3 | | 24 | | 50.0 |
| Utilty Dips | | | | 2 | | | 1 | 8 | 1 | | 6 | | 18.0 |
| | | | | | | | | | | | | | 0.0 |
| | | | | | | | | | | | | | 0.0 |
| Survey Locates of Potholes | | | | 0.5 | | | 0.5 | 2 | 1 | | 6 | | 10.0 |
| | | | | | | | | | | | | | 0.0 |
| | | | | | | | | | | | | | 0.0 |
| | | | | | | | | | | | | | 0.0 |
| | | | | | | | | | | | | | 0.0 |
| | | | | | | | | | | | | | 0.0 |
| | | | | | | | | | | | | | 0.0 |
| | | | | | | | | | | | | | 0.0 |
| | | | | | | | | | | | | | 0.0 |
| | | | | | | | | | | | | | 0.0 |
| **Site Labor Total (Alternates NOT Incl)** | | | | | | | | | | | | | |
| | | | | | | | | | | | | | 0.0 |
| | | | | | | | | | | | | | 0.0 |
| | | | | | | | | | | | | | 0.0 |
| Hours Total with Building (Alternates NOT Incl) | | 0.0 | 0.0 | 8.5 | 0.0 | 0.0 | 5.5 | 36.0 | 6.0 | 0.0 | 46.0 | 0.0 | 102.0 |
| Labor Total with Building (Alternates NOT Incl) | | $0 | $0 | $1,870 | $0 | $0 | $990 | $5,220 | $990 | $0 | $8,740 | $0 | |

| **Expenses** | | Reimbursable | |
|---|---|---|---|
| | rate/unit | Quantity | Cost |
| Wide Format Plotting Sets | | | |
| Title Company and Research | | | |
| Mileage/Travel/Per Diem | | | |
| Miscellaneous Fees | | | |
| Monuments, Hubs and Lath | | | |
| **Total** | | | $0 |

| **Subconsultants** | |
|---|---|
| Utility locates | $2,200 |
| | |
| | |
| | |
| **Subconsultant Subtotal** | $2,200 |
| Markup | 11% |
| **Total** | $2,442 |

| | |
|---|---|
| Billed Labor Total | $17,810 |
| Reimbursable Expenses | $0 |
| Subconsultants | $2,442 |
| **Total Project Budget** | **$20,252** |

Rate Table Used: 2023 Rates

**Project Cost Estimate**
**Geotechnical Services**
**Tacoma Avenue Overlay**
**Sumner, Washington**

HWA GeoSciences Inc.

**HWA Ref:** **2023-206**
**Date:** **8-Dec-23**
**Prepared By:** **BKH**

**Scope of Work**
Coordinate locations of explorations with Client. Subcontract development of traffic control plans (TCPs).
Prepare Right of Way Use permit application and submit to City, along with TCPs, for approval.
Visit site and mark locations of 2 boreholes and 6 pavement cores and arrange for utility locates through Utility Notification Center.
Visual assessment of pavement conditions will be performed while marking locations of explorations. Any areas likely requiring full-depth repairs will be recorded using GPS.
Boreholes will be located within Tacoma Ave and Puyallup St, at the intersection, to provide information for new signal foundations.
Pavement cores will be located in both travel lanes at 6 locations spaced at relatively uniform intervals along the alignment.
Conduct pavement coring at 6 locations. Shallow hand dug explorations (up to 2 feet deep) will be completed at each core location. Backfill each core hole with compacted soils and patch with Aquaphalt.
Conduct hollow stem auger borings at 2 locations to depths of about 20 feet each. Boreholes will be backfilled with bentonite chip per Department of Ecology requirements and patched with concrete.
Create logs of explorations and assign laboratory testing.
Perform engineering analyses for pavement rehabilitation and luminaire foundations based on subsurface conditions.
Prepare a draft geotechnical report presenting the results of the pavement cores, borings, laboratory testing and engineering recommendations.
Finalize report after receipt of review comments.

**ESTIMATED HWA LABOR:**

| WORK TASK | PERSONNEL & 2024 HOURLY RATES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Geol. VIII | Engr. VIII | Engr. V | Geol. IV | Geol. II | CAD | Contracts | TOTAL | TOTAL |
| DESCRIPTION | $85.00 | $87.50 | $58.50 | $46.00 | $31.00 | $32.50 | $33.00 | HOURS | AMOUNT |
| Project Setup/Coordination | | 2 | | | | | 2 | 4 | $241 |
| Subcontract TCPs, Prepare ROW Use Permit & Submit to City | | | | 4 | | | | 4 | $184 |
| Visit Site & Mark 2 Boreholes and 6 Pavement Cores | | 8 | | 8 | | | | 16 | $1,068 |
| Arrange Utility Locates | | | | 2 | | | | 2 | $92 |
| Conduct Pavement Coring | | | | 10 | 10 | | | 20 | $770 |
| Log Drilled Borings | | | | 10 | | | | 10 | $460 |
| Prepare Exploration Logs and Assign Lab Testing | | 2 | | | 4 | | | 6 | $299 |
| Engineering Analyses | | 8 | | | | | | 8 | $700 |
| Prepare Draft Report | | 8 | | 8 | 4 | 4 | | 24 | $1,322 |
| Finalize Report | | 2 | | | | | | 2 | $175 |
| Consultation / Project Management / QA/QC | | 2 | | | | | | 2 | $175 |
| **DIRECT SALARY COST (DSC):** | 0 | 32 | 0 | 42 | 18 | 4 | 2 | 98 | **$5,486** |

**GEOTECHNICAL LABORATORY TEST SUMMARY:**

| Test | Est. No. Tests | Unit Cost | Total Cost |
|---|---|---|---|
| Grain Size Distribution | 12 | $135 | $1,620 |
| Grain Size & Hydro | 0 | $250 | $0 |
| **LABORATORY TOTAL:** | | | **$1,620** |

**ESTIMATED DIRECT EXPENSES:**

| | |
|---|---|
| Mileage @ IRS rate | $175 |
| Drilling Subcontractor | $4,500 |
| Development of Traffic Control Plans | $1,000 |
| Pavement Core Charge $75/core | $450 |
| Traffic Control for Borings & Pavement Cores | $4,200 |
| Laboratory Testing | $1,620 |
| **TOTAL DIRECT EXPENSES:** | **$11,945** |

**PROJECT TOTALS AND SUMMARY:**

| | |
|---|---|
| Direct Salary Cost (DSC) | $5,486 |
| OH @ 190.07% DSC | $10,427 |
| FF @ 30% DSC | $1,646 |
| Total Labor | $17,559 |
| Direct Expenses | $11,945 |
| **GRAND TOTAL:** | **$29,504** |

**Assumed Conditions:**
1. Geotechnical evaluation includes physical soil properties only; does not include evaluation of potentially contaminated soils, fill, or ground water, or the identification of wetland areas. In the event contaminated soils appear to be present, HWA will collect samples and contact the Owner/Designer for directions.
2. All hours and items are estimated, and may be shifted between tasks within the limits of the total budget at the discretion of HWA's project manager.
3. Assumes that no permit fee will be required by the City.

| PH Consulting Staff Category | Hours | Rate | Cost |
|---|---|---|---|
| Principal | 39 | $ 100.00 | $ 3,900.00 |
| Senior Project Manager | 2 | $ 90.00 | $ 180.00 |
| Senior Traffic Engineer | 79 | $ 75.00 | $ 5,925.00 |
| Project Engineer | 70 | $ 65.00 | $ 4,550.00 |
| CAD Designer III | 102 | $ 50.00 | $ 5,100.00 |
| Engineering Design Technician | 30 | $ 45.00 | $ 1,350.00 |
| Office Administrator | 8 | $ 40.00 | $ 320.00 |
| Total Hours | 330 | | $ 21,325.00 |

| | | | | |
|---|---|---|---|---|
| **Direct Labor Cost** | | | | $ 21,325.00 |
| **Overhead Rate @ 120.25% of Direct Labor** | | | | $ 25,643.31 |
| **Fee @30% of Direct Labor** | | | | $ 6,397.50 |
| **Direct Salary Cost** | | | | **$ 53,365.81** |

| **Direct Expenses** | **Unit** | **Cost** | Total | | |
|---|---|---|---|---|---|
| Traffic Counts | | $ - | $ - | | |
| Reproduction Costs | | | | | |
| Full Sized Copies (Bond) | 1 | $ - | $ - | | |
| Reprographics | 1 | $ - | $ - | | |
| Travel (Airfare, Hotel) | 1 | $ - | $ - | | |
| Other Expenses (Blueline) | 1 | $ - | $ - | | |
| 2023 Mileage Rates | 1 | $0.655/Mi | $ 134.19 | | |
| **Sub-Total Direct Expenses** | | | | **$** | **134.19** |
| **Subconsultants** | | | | | |
| | | | $ - | | |
| | | | $ - | | |
| | | | $ - | | |
| **Sub-Total Subconsultants** | | | | **$** | **-** |
| **Sub-Total Project Fee Estimate** | | | | **$** | **53,500.00** |
| **Management Reserve (~5%)** | | | | | |
| **Total Fee** | | | | **$** | **53,500.00** |

## Task Hour Breakdown

| Task No. | Task Description | Principal | Senior Project Manager | Senior Traffic Engineer | Project Engineer | CAD Designer III | Associate Engineer | Office Administrator | Total |
|---|---|---|---|---|---|---|---|---|---|
| | Direct Rate | $ 100.00 | $ 90.00 | $ 75.00 | $ 65.00 | $ 50.00 | $ 45.00 | $ 40.00 | |
| | Hourly Rate | $ 250.25 | $ 225.23 | $ 187.69 | $ 162.66 | $ 125.13 | $ 112.61 | $ 100.10 | |
| **6.0** | **DETAILED DESIGN SERVICES** | | | | | | | | |
| | Project Coordination & Meetings | 12 | | 16 | 12 | 8 | | 8 | 56 |
| | Site Visit | 4 | | 4 | | | | | 8 |
| | 30% Design Submittal | | | | | | | | 0 |
| | Draft Tech Design & Traffic Analysis Memo | 2 | | 8 | 8 | 4 | | | 22 |
| | Illumination Analysis & Coordination | 4 | | 2 | | 16 | | | 22 |
| | Channelization & Signage Plans | | | 2 | 4 | 24 | | | 30 |
| | Engineering Estimate | 1 | | 1 | 4 | 4 | | | 10 |
| | 75% Design Submittal | | | | | | | | 0 |
| | Final Tech Design & Traffic Analysis Memo | 2 | | 8 | 8 | | | | 18 |
| | Illumination Analysis & Coordination | 4 | | 2 | | 8 | | | 14 |
| | Channelization & Signage Plans | 2 | | 8 | 4 | 24 | | | 38 |
| | Temporary Traffic Control Plans | 2 | | 8 | | | 16 | | 26 |
| | Engineering Estimate | | | 2 | 4 | | 2 | | 8 |
| | Special Provisions | | | 4 | 8 | | 2 | | 14 |
| | 100% Design Submittal (WSDOT) | | | | | | | | 0 |
| | Illumination Coordination | 2 | | | | 2 | | | 4 |
| | Channelization & Signage Plans | | | 2 | | 8 | | | 10 |
| | Temporary Traffic Control Plans | | | 2 | | | 8 | | 10 |
| | Engineering Estimate | | 1 | 1 | 1 | | | | 3 |
| | Special Provisions | | 1 | 2 | 4 | | | | 7 |
| | Final Bid Docs Design Submittal | | | | | | | | 0 |
| | Channelization & Signage Plans | 1 | | 1 | 1 | 2 | | | 5 |
| | Temporary Traffic Control Plans | 1 | | 1 | | | 2 | | 4 |
| | Special Provisions | | | 1 | 2 | | | | 3 |
| | | | | | | | | | 0 |
| | Task 6.0 Total Hours | 37 | 2 | 75 | 60 | 100 | 30 | 8 | 312 |
| | Subtotal Task 6.0 | $ 9,259.25 | $ 450.45 | $ 14,076.56 | $ 9,759.75 | $ 12,512.50 | $ 3,378.38 | $ 800.80 | $ 50,237.69 |
| **7.0** | **BIDDING & AWARD SERVICES** | | | | | | | | |
| | Bidders Questions (3) | 1 | | 2 | 6 | | | | 9 |
| | Addenda (1) | 1 | | 2 | 4 | 2 | | | 9 |
| | | | | | | | | | |
| | Task 7.0 Total Hours | 2 | 0 | 4 | 10 | 2 | 0 | 0 | 18 |
| | Subtotal Task 7 | $ 500.50 | $ - | $ 750.75 | $ 1,626.63 | $ 250.25 | $ - | $ - | $ 3,128.13 |
| | **CONSTRUCTION MANAGEMENT SERVICES (FUTURE)** | | | | | | | | |
| | | | | | | | | | 0 |
| | | | | | | | | | |
| | Task 0.0 Total Hours | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | Subtotal Task 0.0 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | | | | | | | | |
| | **PH TOTAL HOURS** | **39** | **2** | **79** | **70** | **102** | **30** | **8** | **330** |
| | **TOTAL ALL TASKS** | **$ 9,759.75** | **$ 450.45** | **$ 14,827.31** | **$ 11,386.38** | **$ 12,762.75** | **$ 3,378.38** | **$ 800.80** | **$ 53,365.81** |

**PH Consulting LLC**
**Summary of Direct Labor Costs**
**Effective January 1, 2024-December 31, 2024**

| Job Classifications | Maximum Direct Labor Rate | Indirect Cost Rate 120.25% | Fixed Fee 30% | Maximum Billing Rate |
|---|---|---|---|---|
| Principal | $ 110.00 | $ 132.28 | $ 33.00 | $ 275.28 |
| Sr Project Manager | $ 105.00 | $ 126.26 | $ 31.50 | $ 262.76 |
| Project Manager | $ 95.00 | $ 114.24 | $ 28.50 | $ 237.74 |
| Senior Traffic Engineer | $ 85.00 | $ 102.21 | $ 25.50 | $ 212.71 |
| Project Engineer | $ 75.00 | $ 90.19 | $ 22.50 | $ 187.69 |
| Associate Engineer | $ 65.00 | $ 78.16 | $ 19.50 | $ 162.66 |
| Engineering Design Technician | $ 55.00 | $ 66.14 | $ 16.50 | $ 137.64 |
| Engineering Intern | $ 40.00 | $ 48.10 | $ 12.00 | $ 100.10 |
| CAD Manager | $ 65.00 | $ 78.16 | $ 19.50 | $ 162.66 |
| CAD Designer III | $ 60.00 | $ 72.15 | $ 18.00 | $ 150.15 |
| CAD Designer II | $ 50.00 | $ 60.13 | $ 15.00 | $ 125.13 |
| CAD Designer I | $ 45.00 | $ 54.11 | $ 13.50 | $ 112.61 |
| Office Administrator | $ 50.00 | $ 60.13 | $ 15.00 | $ 125.13 |
| Office Assistant | $ 40.00 | $ 48.10 | $ 12.00 | $ 100.10 |

Direct non-salary costs will be billed at actual costs.
Direct Mileage will be billed at current approved IRS mileage rate.

PH CONSULTING
Balanced Transportation Solutions

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. ***[Include Washington State Department of Transportation specific program requirements.]***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

| | |
|---|---|
| Exhibit G-1(a) | Certification of Consultant |
| Exhibit G-1(b) | Certification of City of Sumner |
| Exhibit G-2 | Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions |
| Exhibit G-3 | Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying |
| Exhibit G-4 | Certificate of Current Cost or Pricing Data |

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

Parametrix, Inc.

whose address is

1019 39th Avenue SE, Suite 100, Puyallup WA 98374

and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

## Exhibit G-1(b) Certification of City of Sumner

I hereby certify that I am the:

☒ Mayor

☐ Other

of the City of Sumner, and Parametrix, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; o

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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 Federal agency, a Member of Congress, an officer or employee of Congress, or any 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 Federal contract, grant, loan or cooperative AGREEMENT.
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 Federal 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.

   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 require certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Tacoma Avenue Overlay and Intersection* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Parametrix, Inc.

_____ Regional Division Manager

Signature Title

Date of Execution _____***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

# *Exhibit H*
# *Liability Insurance Increase*

**To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ 2,000,000 .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ 2,000,000.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

# *Exhibit I*
# *Alleged Consultant Design Error Procedures*

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

**Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

**Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

**Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

**Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

**Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

# *Exhibit J*
# Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) total a $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

**Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

**Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

**Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

**Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

**Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

**Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

**CITY COUNCIL MEETING**
**DATE: January 16, 2024**
**AGENDA BILL: 24-3906**

**SUBJECT:** Labor Agreement with Sumner Police Guild representing Non-Commissioned and Specialty Commissioned Employees

**CATEGORY:** Consent

**BUDGET IMPACT:**
Expenditure Required: None

Within Budget Allocation: N/A

**ATTACHMENTS:**
1. 2024-2026 CBA Sumner Police - Non & Specialty Commissioned

**STAFF CONTACT:** Jeff Steffens, Administrative Services Director

**SUMMARY BACKGROUND:**
The City of Sumner has concluded negotiations with the Police Guild representing Special Commissioned and Non-Commissioned employees for a three year Collective Bargaining Agreement (CBA) for the period of 2024, 2025 and 2026. We are pleased with the cooperation and working relationship we have with the Support Guild and thank them for their efforts in working towards this agreement. Their membership ratified the proposed CBA in late December.

The Support Guild includes represented employees at Metro Animal Services as well as the Records Specialists and the Community Service Officer at City Hall. This CBA incorporates language changes to Bereavement Leave and Field Training Officer pay. The CBA also creates On-call or Standby pay and adds an employee medical cost share starting in the second year of the agreement. The agreement falls within budgeted salary and benefit projections while still staying competitive within the local labor market.

**COUNCIL COMMITTEE/STUDY SESSION:** Study Session
**MEETING/STUDY SESSION DATE: 1/8/2024**
**COMMITTEE RECOMMENDATION:**

**STAFF RECOMMENDATIONS/MOTION:**
Authorize the Mayor to enter into a Labor Agreement with the Police Guild Representing non-Commissioned and Specialty Commissioned Employees for a period of 2024-2026.

# COLLECTIVE BARGAINING AGREEMENT

by and between

## THE CITY OF SUMNER

and the

## THE SUMNER POLICE GUILD
## Representing Special Commissioned and Non-Commissioned Employees

January 1, 2024, through December 31, 2026

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**AGREEMENT**
**BY AND BETWEEN**
**THE CITY OF SUMNER**
**AND**
**THE SUMNER POLICE GUILD**
**Representing Special- and Non-Commissioned Officers**

**THIS AGREEMENT** made and entered into by and between the City of Sumner, hereinafter referred to as the "City" and the Sumner Police Guild, hereinafter referred to as the "Guild."

## ARTICLE I - RECOGNITION

**1.1** The City recognizes the Guild as the exclusive bargaining representative for all employees designated by the classifications set forth in Appendix "A" exclusive of confidential employees, Professional Standards Officer, Deputy Police Chief, Lieutenant, Police Chief, and other exempt positions.

The language of this section does not waive and is not a bar to the Guild's right to petition PERC for the inclusion of a newly created classification in the Guild.

## ARTICLE II - GUILD MEMBERSHIP

**2.1** The City shall notify the Guild in writing within twenty (20) calendar days of the hiring of a new employee. The notification shall provide the Guild with the name, home address, home phone number, Social Security number, starting pay step, and classification of the new employee. The City shall provide the Guild up to 30 minutes to speak with new employees within their first 90 days of employment. The employee has the choice to attend or not attend the meeting with the Guild.

**2.2** Upon the voluntary written authorization of an employee to the Guild, the City shall deduct from the wages of each employee the uniform dues, initiation fees and assessments required for membership in the Guild, as provided to the City in writing, by the Guild from time to time. If the City receives a request for authorization of deductions, the City shall as soon as practicable forward the request to the Guild. The City shall transmit each month said moneys to the Guild, along with the names of each employee whose dues are transmitted.

**2.3** An employee may stop paying Guild dues by submitting a written request to the Guild in accordance with the terms and conditions on the authorization. After the City receives confirmation from the Guild that an employee has revoked authorization, the City shall end the deduction no later than the second payroll after receipt of the confirmation.

**2.4** The Guild shall hold the City harmless for any claims filed by an employee for reasons arising out of dues deductions. The City will promptly notify the Guild in writing of any

claim, demand, suit, or other form of liability asserted against it relating to its implementation of this Article.

**2.5** The address of the Guild is: P.O. Box 1473, Sumner, Washington 98390. From time to time and as necessary, the Guild shall provide written notification to the City of the names of the Guild Executive Board members.

## ARTICLE III - NONDISCRIMINATION

**3.1** The Guild and the City agree not to discriminate because of race, color, creed, sex, age, marital status, national origin, sexual orientation including Gender Identity, HIV/AIDS and Hepatitis C Status, disability (unless unable to perform the essential functions of the job), or Guild membership, in accordance with State and Federal laws regarding discrimination. Employees may challenge practices or actions that they allege violate the provisions of this Article through the Employer's policies and procedures, and/or using those remedies available through applicable law. Alleged violations of this Article are not subject to Article XIV (Grievance Procedure) of this Article.

## ARTICLE IV - MANAGEMENT RIGHTS

**4.1** Subject to the requirements of RCW 41.56 et seq., the Guild recognizes the prerogative of the City to direct the workforce and to operate and manage its affairs in all respects in accordance with its responsibilities and authority. Provided nothing in this Agreement shall be deemed to waive the Guild's right to bargain any decision or change in any condition that constitutes a mandatory subject of bargaining or has a mandatory impact as defined by Washington law.

Subject to the terms of this Agreement, it is understood and agreed that the City possesses the sole right to operate the Police Department and Metro Animal Services, regardless of the frequency or infrequency of such exercise. It is also negotiated that such rights include, but are not limited to the following:

a. To determine the Department's mission, policies, and set forth all standards of service offered to the public.

b. To plan, direct, control and determine the operations or services to be conducted by employees of the Police Department.

c. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.

d. To manage and direct the employees of the Police Department.

e. To hire, promote, transfer, train, evaluate performance, and retain employees in

positions of the Police Department.

f. To establish work rules and rules of conduct.

g. To suspend, demote, discharge, or take other appropriate disciplinary action against employees, for just cause, when warranted.

h. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funding pursuant to Article 17.

i. To regulate or change shifts, work days, hours of work, work week, work locations, and assign all work duties, provided nothing in this right would be deemed to waive the Guild's right to bargain any decision or change that constitutes a mandatory subject of bargaining or has a mandatory impact as defined by Washington law.

The City and the Guild agree that the above statement of management rights is for illustrative purposes and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the City or to the Guild.

All matters not specifically treated by the language of this Agreement may be administered for its duration by the City in accordance with such policy and procedure as the City may determine, but does not preclude the Guild from seeking review of the exercise of these rights in a particular case in discussion with the City or the Chief of Police.

## ARTICLE V - UNIFORMS, EQUIPMENT AND CLEANING

**5.1** The City shall provide funds in the annual budget for the required uniforms and equipment and the replacement thereof. All issued uniform and equipment items are the property of the City and shall be returned to the City upon request.

**5.2** The City agrees to pay up to two-hundred fifty dollars ($250.00) per occurrence towards replacement costs of any personal property lost, damaged, or destroyed while on-duty. Provided that the City shall not be required to replace personal property lost, damaged, or destroyed due to the employee's gross negligence.

**5.3 Uniform Maintenance**: The City agrees to contract out for cleaning of uniforms for those employees required to wear uniforms. Employees will be allowed to drop off and pick up uniforms while on duty.

## ARTICLE VI - VACATION AND HOLIDAYS

**6.1** All employees covered under this agreement shall be entitled to annual vacation leave and accrues, as follows:

| Years of Service | Vacation Days (Hours) |
|---|---|
| < 1 | 12 (96) |
| 1-2 | 13 (104) |
| 2-3 | 14 (112) |
| 3-4 | 15 (120) |
| 4-5 | 16 (128) |
| 5-6 | 17 (136) |
| 6-7 | 18 (144) |
| 7-8 | 19 (152) |
| 8-9 | 20 (160) |
| 9-10 | 21 (168) |
| 10-11 | 22 (176) |
| 11-13 | 23 (184) |
| 13-16 | 24 (192) |
| 16-19 | 25 (200) |
| 19-22 | 26 (208) |
| 22-25 | 27 (216) |
| 25+ | 28 (224) |

a. Except for probationary employees, an employee may sell back to the City up to a total of 100 hours of vacation leave per calendar year. The minimum sell-back for any employee shall be 50 hours per occurrence and the employee must maintain at least 40 hours of vacation leave in the employee's leave bank. In order to receive the vacation sell-back, an employee must submit a written request for vacation sell-back to the City at least thirty (30) days prior to payment of the sell-back amount to the employee.

b. November 1st to November 15th of each year, each employee who wishes to bid vacation leave beginning from January 1st through December 31st of the following year will be permitted to do so by means of a vacation sign-up roster.

   The sign-up roster will be posted on or before November 1st of each year for employees who would like to bid vacation leave. Employees will have until November 15th to sign up for their bid vacation leave.

   Whenever practical, and consistent with the needs of the City and the availability of vacation relief coverage, employees shall have the right to make selections and take vacation leave times. Selection will be facilitated by the vacation sign-up roster and

by seniority. Bargaining unit seniority shall determine the order in which vacation leave is bid. Seniority vacation bids will be done in "blocks." A "block" is defined as at least the normal length of an employee's regularly scheduled work week. Bargaining unit employees shall participate in two (2) vacation bid cycles which shall establish the employee's primary and secondary block vacations. The City has the right to specify and periodically adjust minimum staffing requirements and the maximum number of employees allowed off on vacation leave at the same time to ensure adequate staff coverage. The City will not deny or rescind a vacation request for other than a legitimate operational need. Seniority shall prevail in the event of conflict between employees over the choice of vacation dates. The City will allow employees with the conflict to attempt to resolve the issue themselves prior to imposing the right of seniority. An employee's first vacation bid takes precedence over a more senior employee's second vacation bid.

After the vacation list is established (i.e., posted prior to January 1st of each year) all other vacation leave time requests made by employees shall be considered on a first-come, first-served basis, until the next November 1st sign-up period. The City shall provide written approval or written disapproval of all written requests for vacation leave time within fourteen (14) calendar days, and whenever practical, will endeavor to grant requests for vacation leave, especially those deemed to be of emergency nature.

c. An employee known to be starting pre-approved time off at the end of their current work shift shall not be held over for more than four (4) hours at the conclusion of the employee's current work shift.

d. Vacation leave may only be accumulated to a maximum of 552 hours per employee covered by this Agreement. The employee's vacation leave bank must be at or below 552 hours by December 31st of each year. Employees hired by the City beginning on January 1, 2021 may accumulate a maximum of 420 hours vacation leave hours.

**6.2 Holidays:** The following days shall be recognized and observed as paid holidays:

| | |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King Jr. Day | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Fourth Friday in November |
| Day before Christmas | December 24 |
| Christmas Day | December 25 |

At the beginning of each year employees covered under this agreement shall receive 96 hours

of holiday leave (12 holidays at 8 hours each). Holiday leave must be used by the end of the calendar year. Unused leave will be forfeited to the City. An employee may request a three-month extension to use the holiday time, provided that the extension is needed due to a planned event (upcoming vacation, long term medical leave or retirement).

Employees hired after January 1st will receive a pro-rated amount of holiday leave based on the remaining number of holidays left in the calendar year.

Employees who separate will have their holiday leave prorated based on the number of holidays that have already occurred in the calendar year.

Examples:

*Employee A separates from employment June 30th. Prior to June 30th he has already used 40 hours of holiday time. January 1-June 30th there were only five holidays (40 hours). The overage (8 hours) would be deducted from the employee's vacation bank prior to separation pay out. If the employee doesn't have adequate vacation hours, it would be deducted from the final paycheck's regular hours (to make the city whole). The overage would be reported the Department of Retirement Services in the period it was earned.*

*Employee B separates from employment June 30th. Prior to June 30th he has only used 8 hours of holiday time. January 1-June 30th there were five holidays (40 hours). The shortage ( 32hours) would be added to the separation pay out and would be reportable as wages to the Department of Retirement Services.*

**6.3 Floating Holiday:** Each employee shall receive one (1) floating holiday (8 hours), January 1st of each year. Employees starting after the first of the year shall receive a floating holiday upon hire. The floating holiday shall be denoted in a separate leave bank. The floating holiday must be used by the end of the calendar year. Unused floating holiday time will be forfeited to the City. Upon separation the floating holiday shall not be paid out.

## ARTICLE VII - BEREAVEMENT LEAVE

**7.1** Any regular employee covered by this Agreement who suffers a death of their immediate family (other than spouse or dependent/next of kin) shall be compensated for and given three (3) days off with straight time pay. Immediate Family shall be defined as spouse, registered domestic partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, step-son, step-daughter, step-mother, step-father, step-brother, step-sister, grandparents on both-sides, grandchildren, aunt and uncle or any relative residing in the employee's immediate household.

Employees who work ten (10) hour shifts shall be allowed to use vacation leave, sick leave or comp time for the additional two (2) hours. Employees shall be compensated for and given one (1) workday off for the death of a family member not defined in this article as immediate family.

Employees are allowed up to four (4) hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the City, provided such absence from duty will not interfere with normal operations of the City.

## ARTICLE VIII - SICK LEAVE

**8.1** Sick leave for each regular employee shall be earned at the rate of eight (8) hours per month.

**8.2 Unused Sick Leave:** All regular employees shall be compensated in cash, at 100% of their base rate of pay, for any unused accumulation of sick leave up to a maximum of 720 hours when they are permanently separated from employment in accordance with the following percentages of the employee's accumulated and unused sick leave:

Employees hired prior to January 1, 2018:

| | |
|---|---|
| Termination for cause | 0% |
| Resignation | 25% |
| Lay-Off | 50% |
| Retirement | 100% |
| Disability Retirement | 100% |
| Death | 100% |

Employees hired on or after January 1, 2018:

| | |
|---|---|
| Termination for cause | 0% |
| Resignation | 25% |
| Lay-Off | 25% |
| Retirement | 100% for first 360 hours,<br>25% for remaining 360 hours |
| Disability Retirement | 100% |
| Death | 100% |

**8.3** An employee injured on the job will be provided a light-duty assignment when released to perform light duty by the employee's health care provider and when there are light-duty assignments available in the Police Department, as reasonably determined by the Chief of Police.

## ARTICLE IX - FEDERAL AND STATE LEAVES

**9.1 Leaves Provided by Applicable Statute:** The Employer will provide employees with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by state and federal law, including:

a. Family and Medical Leave (29 U.S.C. 2601 et seq., and RCW 49.78);
b. Family Care Act Leave (RCW 49.12.265);
c. Pregnancy Disability Leave (RCW 49.60);
d. Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76);
e. Leave for Spouses of Deployed Military Personnel (RCW 49.77);
f. Leave for Certain Emergency Services Personnel (RCW 49.12.460);
g. Washington Paid Family and Medical Leave Program (RCW 50A.04)

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to the Employer's policy.

**9.1.1 Protected Leave Use:** Employees may choose to use any applicable protected leave consecutive to accrued leave, provided that after the employee uses 960 hours of sick leave, and has exhausted other available accrued leaves (vacation, compensatory or holiday time), protected leave shall run concurrent with any remaining sick leave balance.

**9.2 Washington Paid Family and Medical Leave Law**: Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. The City will pay the remaining premium amounts.

## ARTICLE X - HOURS OF WORK, SALARY AND OVERTIME

**10.1** The Chief of Police or designee shall post a thirty (30) day department work schedule no later than fifteen (15) days prior to the effective date of that work schedule.

**10.1.2 Hours of Work:** Current shift schedules may be modified by memorandum of understanding by mutual agreement of the Guild and the Police Chief. All shifts shall be consecutive hours i.e., no split shifts other than for department wide training unless the split shift is agreed to by the employee and the supervisor. Employees shall be entitled to eight-hours off between shifts.

**10.1.3 Work Period:** The work period for employees working an alternative work schedule shall be based on 80 hours in a 14-day period.

**10.2** Base salaries shall be paid to employees in accordance with the wage schedule attached hereto and designated as Appendix "A." Additional rates of pay are set forth below.

**10.2.1 Overtime:** Overtime pay shall consist of pay at the rate of one and one half (1 ½) times the regular rate of pay as defined by the Fair Labor Standards Act, 29 USC Sec 201 et seq. The use of vacation, holiday, sick leave, and compensatory time shall, for the purposes of overtime calculation, constitute hours worked. All accumulated overtime pay shall be paid in the period accrued.

**10.2.2 Holiday Pay:** Holiday pay shall be paid to employees for all hours actually worked on recognized holidays by the City except for the floating holiday. The floating holiday will be paid at the regular rate of pay, including applicable premium pay(s). Holiday pay is an additional one-half (½) of the employee's regular rate of pay. For example, if an employee's regular rate of pay, including any applicable premium pay(s), is $10 per hour, their holiday pay for actual hours worked on the holiday will be $15 per hour.

When employees work overtime on a recognized holiday, their holiday overtime rate of pay shall be two and one-quarter (2 1/4) times their regular rate of pay. For example, if an employee's regular rate of pay, including any applicable premium pay, is $10 per hour, their holiday overtime pay for actual hours worked on the holiday will be $22.50 per hour.

If an employee works an extra-duty assignment on a recognized holiday, the standard overtime rate of one and one-half (1 ½) times the regular rate of pay shall apply. This includes grant funded traffic emphasis assignments and extra-duty for private entities.

The City at its sole discretion will determine staffing on holidays. The affected employee's schedule may be adjusted to prevent working on a holiday, or the employee may use accrued holiday or vacation leave.

**10.2.3 Shift Adjustment Pay**: Any time an employee's normally scheduled shift is adjusted with less than seven (7) days' notice, they shall be paid an additional one-half (½) of the employee's regular hourly rate of pay for all hours worked outside their normally scheduled shift. If the employee works less than three (3) hours outside of their normally scheduled shift they shall receive a minimum of three hours of shift adjustment pay. A shift adjustment is not a "callback".

**10.2.4 Shift Extension:** A shift extension is time worked by an employee contiguous to the beginning or end of a regularly scheduled shift. It differs from a shift adjustment because the employee works their entire scheduled shift in addition to the extension. Shift extensions shall be compensated at the applicable overtime rate for the actual hours worked

in addition to the regular shift.

**10.2.5 Callback:** A callback is a recall to duty of an employee after the employee has completed their regularly scheduled shift and the employee has stopped working and departed the premises, or when the employee is on days off or paid leave of absence. All callbacks are subject to a three (3) hour minimum and shall be compensated at the applicable overtime rate.

A Supervisor (including WOOC or AIC) that is able to handle a work-related issue by phone while off duty shall be compensated at the overtime rate in 15-minute increments. Overtime shall be rounded up or down to the closest quarter hour based on 7-minute increments.

**10.2.6 Approved Leave Callback**: An approved leave callback is a recall to duty of an employee for any reason once leave has been approved and the affected employee has incurred expenses in planning for the same. Approved leave includes: vacation, bereavement leave, or compensatory time off, as listed on the employee's leave request. Employees wishing to be unavailable on regularly scheduled days off, immediately preceding or following their requested time off must indicate such on their leave request for this provision to apply. Hours worked during the approved leave period shall be compensated at twice the hourly rate upon reporting for duty, and the affected employee shall be reimbursed for round trip transportation costs involved in returning for duty or any other non-refundable expenses incurred. Reimbursement for travel shall be made on the same basis as the original mode of transportation. If applicable, mileage shall be paid at the approved City rate. Vacation approval or other leave requests shall not unreasonably be withheld to frustrate the intent of this section. Employees shall be credited with the number of vacation hours lost. Employee will confirm the callback with the City prior to making any travel arrangements for a return trip. If an employee voluntarily chooses to come back to work, this provision does not apply.

**10.2.7 Court Attendance:** Any time an employee is required to appear for Court for reason arising out of their employment with the City, outside of their regular shift; the employee shall receive a minimum of at least two (2) hours at the applicable overtime rate. Court attendance is not considered a callback.

The employee shall contact by phone or email the prosecuting attorney responsible for issuing the subpoena their last day of work prior to the court date to determine if attendance is still required. If the court date is scheduled more than 24 hours from the date the officer contacts the prosecuting attorney, support staff or a supervisor will continue to contact the prosecuting attorney and will call the officers by phone if there are any changes. Officers are responsible for checking their phones for messages prior to reporting to court. Employees appearing on cancelled or continued

court appearances without attempting to confirm attendance as outlined above will not be eligible for minimum court callback pay unless the cancellation or continuation was received on the actual court date.

When waiting to testify in Sumner Municipal Court, an officer may be assigned other Police duties to perform unless involved in Court-related duties, but only until the officer is released by the Court or the officer's court appearance is canceled.

**10.2.8 Meal Payment:** Anytime an employee works four (4) consecutive hours overtime immediately following a regular shift, when notice of overtime is received during the adjacent shift, the employee will receive a $20.00 (twenty dollar) meal allowance, if not provided a meal by the Employer. Anytime an employee is called in on a day off/holiday with three (3) hours or less notice and works at least six (6) consecutive hours, the employee will receive a $20.00 (twenty dollar) meal allowance, if not provided a meal by the Employer. The $20.00 is payable in the corresponding pay check and is a gross amount. The meal payment does not apply to any overtime scheduled with more than three (3) hours advance notice of requirement to return to work. Meal payments are intended to compensate the employee for the inconvenience of returning to work, or continuing work without receiving reasonable notice for the employee to prepare their own meal for the shift.

Examples:

A. *The employee has been working and is asked to continue work for 7 hours of overtime immediately following the regularly scheduled shift the employee is currently working. The employee would receive one meal allowance.*
B. *The employee is called out on a day off 3 hours or less notice and works 13 hours of overtime. The employee would receive two meal allowances.*
C. *The employee is called to work 7 hours of overtime on their day off with 4 hours advance notice to return to work. The employee would not be eligible for a meal payment.*

**10.3 Compensatory Time:** Upon mutual agreement of the City and Employee, compensatory time off may be accrued instead of overtime payments. Employees shall be permitted to accumulate up to fifty (50) hours of compensatory time. At any time and at the employee's option, unused compensatory time may be sold back to the city at the employee's regular rate of pay. Compensatory time must be used by the end of the calendar year. Unused compensatory time will be paid out at the applicable wage. An employee may request a three-month extension to use the accumulated compensatory time, provided that the extension is needed due to a planned event (upcoming vacation or long-term medical leave).

**10.3.1 Compensatory Time Requests:** Employees with accumulated compensatory time may request such time off by providing a written request to their supervisor at least 72 hours in advance of the requested time off. The City will not unreasonably deny such requests as long as proper notice has been received and the city is able to provide adequate staffing without mandating an employee to fill the shift or other similar undue hardship. Once approved, compensatory time off will not be cancelled except in case of exigent circumstances.

**10.4 Training Time:** Training is any pre-approved educational course, conference, seminar, briefing, convention, or other functions of similar nature (excluding the Animal Control Officer's Academy) that is intended to improve, maintain, or upgrade the employee's certifications, skills, or professional abilities. The City may adjust an employee's regularly scheduled shift for educational purposes, including associated travel time, to avoid the payment of overtime or shift adjustment pay. If the training, including travel time, exceeds the employee's adjusted work week, then the employee shall receive either their applicable overtime rate or compensatory time off. Travel time shall be from the Sumner Police Department to the training location and the time it takes to return to the police department.

Employees who elect to attend, subject to approval by the City, or are directed to attend training on their regularly scheduled work shift where the training, to include travel time, is eight (8) hours or more shall be considered to have worked a full day and are not required to report for duty.

Employees who elect to attend, subject to approval by the City, or are directed to attend training on their regularly scheduled work shift where the training, to include travel time is less than eight (8) hours shall report for duty before and/or after the training in order to complete their full, regularly scheduled shift. If the training lasts less than eight (8) hours an employee may request to take the rest of the shift off (to reach 8 or 10 hours) using accrued leave (vacation, holiday, or compensatory time).

**10.5 Safety Release Time:** In the event that an employee is required to work a minimum of three (3) consecutive hours of overtime (actual hours worked, not guaranteed minimum compensation) because of a court subpoena, or any unforeseen or emergency circumstances, that employee is entitled to eight (8) consecutive hours off between the end of the overtime shift and the beginning of their next regular duty shift. If the employee's next regular duty shift is scheduled to occur in less than eight (8) hours after the overtime shift has ended, the employee shall be afforded paid safety release time by the City to ensure that the eight (8) hours off for proper rest has been satisfied. Safety release time is paid at the regular rate of pay. In no case shall the employee be required to use their own vacation leave, compensatory time, etc., in order to ensure that they have eight (8) hours off between work shifts. The requirements of this Section will be met as long as scheduled shifts are at least eight (8) hours apart, even if Officers spend part of their eight-hour rest period commuting. Officers shall notify dispatch when they are released from court duty.

**10.6 On-Call Pay:** On-Call or Standby means the employee is required to be immediately available for contact from the employer and is prepared to respond as required (within

approximately 45 minutes) in appropriate attire, with appropriate equipment and sober.

Employees required to be on-call shall receive a standby premium of three dollars ($3.00) per hour assigned. For the purposes of on-call, hours assigned include up to 14 hours a day Monday through Saturday and 24 hours on Sunday and Holidays.

The employer has the ability to determine which Officers are eligible for on-call responsibilities. If a qualified Officer becomes available, they would be placed into the pool rotation for future scheduling. If no one volunteers, the position shall be filled by reverse seniority.

Definitions: Sober will be defined as having *zero* impairment for the duration of the standby assignment.

## ARTICLE XI - INCENTIVE AND PREMIUM PAY

All incentive and premium pays are calculated off the base hourly rate. There is no pyramiding of incentive and premium pays.

**11.1 Tuition Reimbursement:** Tuition reimbursements shall be in accordance with current City policy.

**11.2 Educational Incentive:** Successful completion of an Associate's Degree or equivalent college credits (from an accredited college or university) -- 2.5% of hourly pay rate for all base hours, Bachelor's Degree -- 5.0% of hourly pay rate for all base hours.

Prior to receiving educational incentive pay, the employee shall arrange to have a sealed certified transcript(s) from their accredited college(s) or university(ies) delivered to the City's Human Resources Department.

### 11.3 Out of Classification Pay

**11.3.1 Acting-In-Capacity (AIC):** An employee assigned to AIC for one hundred sixty (160) consecutive hours or more shall be compensated at the Supervisors base hourly wage plus applicable premium or incentive pay(s) effective in the assignment.

**11.3.2 Work-Out-of-Class (WOOC):** An employee shall be designated as a WOOC Supervisor in the absence of a Supervisor for three (3) or more full duty shifts including training days (not including a Supervisors regularly scheduled days off).

Only one (1) employee shall be assigned as the WOOC Supervisor and the

WOOC Supervisor shall be assigned by seniority on the shift. The intent of this language is to have the same employee on a shift acting as the WOOC Supervisor for the duration of the assignment. When serving as a WOOC Supervisor, an employee shall receive $5.70 per hour additional compensation for regularly scheduled days. If the WOOC Supervisor performs work outside of normal working hours, except extra-duty assignments, they shall be compensated at the overtime rate (including WOOC). The WOOC Supervisor shall be designated for time leading up to and leading out of the Supervisor's absence.

For example:

| | Th | Fri | Sat | Sun | Mon | Tue | Wed | Th | Fri | Sat | Sun | Mon |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Supervisor | REG | X | X | X | VAC | VAC | VAC | VAC | X | X | X | REG |
| Officer | REG | WOOC | | | | | | | | | | X |

### 11.4 Field Training Officer Pay

An Animal Control Officer assigned as a Certified Field Training Officer (FTO), after successfully completing the CJTC Field Training Officer Academy course, and are actively working with an employee in the Field Training Program and are required by management to complete a Daily Observation Report, will be entitled to FTO pay premium for performing FTO duties with a probationary employee undergoing field training. FTO premium will be $40.00 per shift.

## ARTICLE XII - INSURANCE

**12.1 Medical Coverage**: Employees and eligible dependents will be covered under the AWC High Deductible Health Plan (H.D.H.P.) with Health Savings Account (H.S.A.) and Health Reimbursement Agreement (H.R.A.) (Bridge) component. The City will pay for 100% of the premium for the employee and eligible dependents.

**Effective 1/1/2025:** The City shall cover 95% of the medical premiums. The employee shall be responsible for 5% of the medical premiums to be deducted from each regular paycheck.

**12.1.1 Health Savings Account (H.S.A.):** The H.S.A. will be funded at the following levels:

| Insured | H.S.A. Contribution: |
|---|---|
| Employee Only | $1,500 |
| Employee and Child | $3,000 |
| Employee and Child x 2 or more | $3,000 |
| Employee and Spouse | $3,000 |
| Employee, Spouse and Child | $3,000 |
| Employee, Spouse and Child x 2 or more | $3,000 |

In January of each year the City will deposit 100% of the annual allotted amount into the employee's H.S.A. Employees hired mid-year will receive a prorated amount into an H.S.A. based on the number of full months remaining in the year. Such payments will commence with the employee's first pay check (after H.S.A. account info provided), then as scheduled above thereafter. Employees, who have a qualifying event that results in a change in coverage status, e.g., have a child or add a spouse, qualify for the pro-rated amount for the remainder of whole months. Employees may contribute additional money to their Health Savings Account, up to the maximum allowed under federal law.

**a) Health Savings Account Ineligibility/Choice:** If the employee is ineligible for a Health Savings Account or the employee chooses not to have a H.S.A., the City will provide an equal contribution of the Employee Only amount, to the employee's deferred compensation account.

**12.1.2 Health Reimbursement Agreement (H.R.A. Bridge Plan):** Each employee is eligible for a bridge (H.R.A.) plan to cover a portion of the out-of-pocket medical costs based on the following eligibility:

| Insured | H.R.A. Eligibility: |
|---|---|
| Employee Only | $2,400 |
| Employee and Child | $4,800 |
| Employee and Child x 2 or more | $4,800 |
| Employee and Spouse | $4,800 |
| Employee, Spouse and Child | $4,800 |
| Employee, Spouse and Child x 2 or more | $4,800 |

The H.S.A. and bridge (H.R.A.) work as follows:

| Employee Only Medical Plan Breakdown | | | |
|---|---|---|---|
| | **Medical Costs** | **Who Pays** | **Funding Source** |
| **Deductible** | $0 - $1,600 | Employee | Employee/HSA |
| **80/20 Co-Insurance** | $1,600.01 - $4,000 | City | Bridge |
| | $4,000.01 - $5,000 | Employee | Employee/HSA |
| **OoPM** | $5,000 + | Insurance | Insurance |

| Full Family Medical Plan Breakdown | | | |
|---|---|---|---|
| | **Medical Costs** | **Who Pays** | **Funding Source** |
| **Deductible** | $0 - $3,200 | Employee | Employee/HSA |
| **80/20 Co-Insurance** | $3,200.01 - $8,000 | City | Bridge |
| | $8,000.01 - $10,000 | Employee | Employee/HSA |
| **OoPM** | $10,000 + | Insurance | Insurance |

**12.1.3 Medical Reopener:** Both parties agree to reopen contract negotiations to discuss healthcare coverage if any of the following happen:

a. AWC High Deductible Health Plan redesign that affects the co-insurance rate (currently 80% for preferred providers for most services), deductible amounts or out of pocket maximum amounts.
b. If AWC offers another High Deductible Plan.
c. A reduction of the IRS maximum allowable contribution amount to a Health Savings Account (H.S.A.).
d. Changes outside of the City's control that affect AWC plan offerings.

**12.2 Dental & Vision Coverage:** Dental, and vision insurance programs shall be provided to full-time employees and their eligible dependents. Dental and vision premiums shall be paid one hundred percent (100%) by the City. The City agrees to provide Plan J Washington Dental to full-time employees and their eligible dependents during the term of this Agreement.

**12.3 Life Insurance:** The City shall provide a life insurance policy in the amount of $50,000 for all Guild employees covered by this agreement.

## ARTICLE XIII - DISCIPLINE AND DISCHARGE

**13.1** Discipline and discharge shall be only for just cause.

**13.2** In the administration of discipline, the provisions of the Police Department Policy and Procedure Manual shall apply unless contrary to or inconsistent with expressed language in this Agreement.

**13.2.1 Disciplinary Actions:** Formal disciplinary action shall include only the following:

a. Verbal Reprimand
b. Written Reprimand
c. Suspension Without Pay
d. Demotion
e. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense. Informal discipline includes, but is not limited to counseling, verbal warnings, letters of instruction, and work improvement plans that are not part of annual performance evaluations. Informal disciplinary action is not subject to the grievance process. If the informal discipline is reduced to writing, the employee may provide a written rebuttal. Informal discipline

will not be included in the employee's personnel file.

**13.2.2 Guild and Employee Rights:** The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a verbal reprimand, and except for employees serving an initial probationary period who are discharged.

If the City has reason to discipline an employee, the City shall do so privately and in a manner that will not embarrass the employee before other employees or the public.

The suspect employee and the Guild shall be entitled to Guild representation and/or other appropriate representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee.

**13.3 Notice and Opportunity to Respond:** Upon reaching the conclusion that sufficient information exists to discipline an employee with a written reprimand, or a suspension without pay, or a demotion, or discharge, the Chief of Police or their designee shall provide the employee and the Guild with the following prior to the administration of discipline:

a. The nature of the allegation(s) or charge(s) against the employee;
b. A copy of the complaint against the employee;
c. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
d. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated;
e. What disciplinary action is being considered?

**13.3.1 Employee's Response:** The affected employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) orally or in writing, normally within seven (7) days of receiving the information and materials provided by the City in Section 13.3 above and to do so prior to the Pre-Disciplinary meeting.

**13.3.2. Pre-Disciplinary Meeting: a** formal opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or their designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Guild. This meeting shall be informal. The employee shall be given full opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

**13.3.3 City's Decision:** Within a reasonable time, but not beyond forty-five (45)

calendar days from the date of the Pre-Disciplinary meeting, the Chief of Police or their designee shall issue a written decision imposing discipline, exonerating the employee, or taking such other action deemed appropriate.

**13.4 Investigative Interviews/Internal Affairs Investigations:** The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a suspension without pay, demotion, or discharge for that employee, shall be conducted under the following conditions and procedures:

a. The suspect employee shall be informed, in writing; at a reasonable time in advance of the interview whether or not the City believes the employee is a suspect in the investigation, with a copy of the notice to the Guild.

b. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative will be afforded prior to the interview.

c. The requirements of Sections 13.4.a and 13.4.b of this Section shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) notices to the suspect employee would jeopardize the administrative investigation.

d. After a complainant has been interviewed regarding an action or inaction of a suspect employee and the City deems further investigation is necessary, the suspect employee shall be provided a copy of the complaint as soon as practical, with a copy forwarded to the Guild. The Guild agrees not to use the complaint to interfere with, manipulate or obstruct the investigation.

e. The suspect employee shall have the right to have a Guild representative present during any interview which may reasonably result in a suspension without pay, demotion or discharge of the suspect employee.

   The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Guild representative, but during the interview the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Guild representative.

f. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.

g. The City may schedule the interview outside of the employee's regular working hours; however, in that event the appropriate overtime rate and/or irregular hour's payment shall be made to the employee.

h. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.

i. The employee shall not be subject to abusive or offensive language or to coercion, nor shall interrogators make promises of rewards or threats of harm as inducements to answer questions.

j. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.

k. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about information that is developed during the course of the interview.

l. If the Police Department tape records the interview, a copy of the complete tape-recorded interview of the suspect employee, noting the length of all recess periods, shall be furnished the employee upon the suspect employee's written request. If the interviewed suspect employee is subsequently charged with misconduct, the City shall provide a complimentary copy of any tapes to the Guild on behalf of the employee.

m. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.

n. The employee and the Guild shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

## ARTICLE XIV - GRIEVANCE PROCEDURE

**14.1** For the purpose of this Agreement, the term "grievance" shall be considered to be an employee or Guild complaint concerning:

a. Any disciplinary action, except for a verbal reprimand, and except for employees serving an initial probationary period who are discharged.

b. Any matter relating to the interpretation and application of this Agreement.

c. Any act or condition with reference to wages, hours or working conditions which the Guild or any bargaining unit employee believes violated any term of the Agreement.

**Step 1:**

a. Any alleged grievance shall be taken up with the employee's immediate supervisor within 15–calendar days of its alleged occurrence or within 15 calendar days of when the employee first had knowledge or should have had knowledge of the alleged grievance. The parties agree to make every effort to settle the grievance promptly at this level.

b. In the event the grievance is unresolved, the Guild and the employee shall determine whether to appeal the grievance through the Civil Service Commission or process the grievance to Step 2 of the grievance procedure contained herein within five (5) calendar days of the meeting with the employee's immediate supervisor. This selection remedy shall prohibit the employee from later choosing and proceeding with the other remedy. Should the employee choose to file an appeal with the Civil Service Commission, the Guild and the employee shall provide the City with written notice of such election.

**Step 2:**

Should an employee choose to apply the following procedure in this Article, the grievance shall be reduced to written form by the aggrieved employee and the Guild stating the section of the Agreement violated and explaining the grievance in detail and remedy sought. The employee and/or the Guild representative shall present the written grievance to the Chief of Police who will conduct a meeting with the employee and the Guild within ten (10) calendar days of receipt of the written grievance. The Chief of Police shall make a decision on the matter in writing within 15 calendar days from such meeting, and the Chief shall deliver such decision to the employee and the Guild.

**Step 3:**

Any grievance remaining unresolved after the decision has been rendered in Step 2 shall be transmitted to the Mayor and/or their designee in writing within fifteen (15) calendar days whereupon they may conduct a meeting with the involved parties within 15 calendar days of the receipt of the written grievance. The Mayor and/or their designee shall render a decision within 15 working days of such meeting.

**Step 4:**

If, after Step 3 above, the grievance remains unresolved, the Guild shall notify the City of their intent to submit the matter to a neutral arbitrator for final, binding resolution within fifteen (15) calendar days. Each party shall bear the costs of presenting their case. The Arbitrators' fee shall be paid by the losing party as determined by the arbitrator. If the parties are unable to select a mutually agreeable arbitrator within five (5) working days of receipt of the Guild's written notice to the City to seek arbitration of the grievance, the Guild shall request, PERC to provide a list of seven (7) arbitrators with offices in Washington and Oregon from which the parties shall alternatively strike names. The order of striking shall be determined by coin toss.

**14.2** Time limits referred to in this Article must be strictly adhered to, but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. Should the City fail to comply within the time allowed by this Article, the grievance will be automatically advanced to the next step. If the Guild fails to comply with the time allowed in this Article, the grievance shall be deemed to have been abandoned and the right to grieve is waived.

## ARTICLE XV - WORK STOPPAGES

**15.1** The City and the Guild agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild or employees shall not cause or condone any work stoppage, including any strike or slowdown. Any concerted action by any employee in the bargaining unit shall be deemed a work stoppage if any of the above activities has occurred.

## ARTICLE XVI – PROBATIONARY PERIOD

**16.1** All new employees shall serve a trial period of twelve (12) months and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement. Trial period employees shall not have recourse to Article XIV of this agreement. All employees who have been employed for more than one year shall be known as permanent employees and the trial period shall be considered part of their seniority time. Periods of leave without pay, or employees in a shared leave status, for over 80 consecutive hours shall not count towards the twelve (12) month trial period.

**16.2** Should an employee be promoted, there shall be a twelve (12) month promotional trial period. Should the promoted employee's performance be deemed inadequate by management during that time period, the employee shall be returned to their prior position with the City. Periods of leave without pay, or employees in a shared leave status, for over 80 consecutive hours shall not count towards the twelve (12) month trial period.

## ARTICLE XVII - LAYOFFS

**17.1 Standard:** In the event of a layoff, employees shall be laid off on the basis of inverse seniority, provided the employee possesses the demonstrated abilities to perform the duties as required to carry out the mission of the Department. For purposes of administering this Article, seniority is defined as the length of an employee's continuous service in a classification since the last date of hire in that classification.

**17.2 Bumping:** Any Bargaining Unit employee who is to be laid off who had advanced to their present classification from a lower classification within the Bargaining Unit in which they held a regular appointment shall be offered a position in the lower classification. Seniority for

the purpose of bumping to the lower classification shall be the aggregate of the Bargaining Unit employee's seniority in the lower classification and all higher classifications.

**17.3 Recall:** No new employees shall be hired in a classification until all employees on layoff status in that classification have had an opportunity to return to work. Layoff status shall not extend beyond twelve (12) months. Employees will be called back from layoff in the inverse order of layoff, provided the employee possesses the demonstrated abilities to perform the duties as required. An employee on layoff status shall accept or decline an opening within seven (7) days of notification. The employee is obligated to keep the City informed of their current address. When recall occurs, the City will notify the employee through certified mail. An employee's denial or acceptance of the recall shall be conveyed in writing. In the event the employee declines or fails to notify the City in the above-specified time, all recall rights will be waived.

## ARTICLE XVIII - PREVAILING RIGHTS

**18.1** This Agreement shall not operate to reduce any benefits specified in this Agreement which are now more favorably enjoyed by any employee's covered herein.

## ARTICLE XIX - SAVINGS CLAUSE

**19.1** If any Article of this Agreement or any Addendum thereto be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addendums thereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a; mutually satisfactory replacement of such Article.

## ARTICLE XX - SENIORITY

**20.1 Definition:** "Seniority," as used in this Agreement, is determined by the length of an employee's continuous employment with the Sumner Police Department since the last date of hire. When an employee takes a leave of absence without pay for more than thirty (30) consecutive calendar days, the time spent on leave does not count toward seniority accrual, except as otherwise allowed by state or federal statutes.

**20.2 Seniority List:** Upon request, the City will provide the Guild with a copy of the seniority for the department members. Upon request by the Guild, the Guild will be notified of changes to the list.

**20.3 Loss of Seniority:** An employee shall lose all seniority in the event of discharge or voluntary termination.

## ARTICLE XXI - DURATION

This Agreement shall be in effect January 1, 2024, and it shall remain in full force and effect for a two-year period ending on midnight, December 31,2026. Either party wishing to terminate, amend or modify such contract must notify the other party, in writing, during the effective period of the contract.

**IN WITNESS WHEREOF** the parties execute this Agreement.

| **CITY OF SUMNER** | | **SUMNER POLICE GUILD** | |
|---|---|---|---|
| Kathy Hayden<br>Mayor | Date | Ken Patten<br>Guild President | Date |
| Jason Wilson<br>City Administrator | Date | Matthew Eller<br>Vice President | Date |

**Attest:**

Michelle Converse
City Clerk

Date

## APPENDIX "A"—WAGES

**Section 1.** **Wage Adjustments**

a. Effective January 1, 2024, employee base wages shall increase by 4.6%.
b. Effective January 1, 2025, employee base wages shall be increased by 4.0%
c. Effective January 1, 2026 employee base wages shall be increased by 3.0%

### 2024 Wages

| POSITION | BAND | STEP | HOURLY RATE | PERIOD PAY |
|---|---|---|---|---|
| Animal Control Shelter Assistant | PS1 | 1 | $ 24.17 | $ 1,933.49 |
| | | 2 | $ 25.56 | $ 2,044.53 |
| | | 3 | $ 27.02 | $ 2,161.35 |
| | | 4 | $ 28.58 | $ 2,286.40 |
| | | 5 | $ 30.22 | $ 2,417.22 |
| Police Records Specialist I | PS2 | 1 | $ 28.97 | $ 2,317.29 |
| | | 2 | $ 30.58 | $ 2,446.68 |
| | | 3 | $ 32.29 | $ 2,582.82 |
| | | 4 | $ 32.35 | $ 2,587.65 |
| | | 5 | $ 36.03 | $ 2,882.62 |
| Police Records Coordinator | PS3 | 1 | $ 34.40 | $ 2,751.78 |
| | | 2 | $ 35.72 | $ 2,857.51 |
| | | 3 | $ 37.09 | $ 2,967.10 |
| | | 4 | $ 38.52 | $ 3,081.52 |
| | | 5 | $ 40.00 | $ 3,199.80 |
| Community Service Officer | PS4 | 1 | $ 34.04 | $ 2,722.82 |
| | | 2 | $ 35.79 | $ 2,862.82 |
| | | 3 | $ 37.61 | $ 3,008.61 |
| | | 4 | $ 39.56 | $ 3,165.04 |
| | | 5 | $ 41.66 | $ 3,332.56 |
| Animal Control Officer | PS5 | 1 | $ 32.84 | $ 2,627.23 |
| | | 2 | $ 34.52 | $ 2,761.44 |
| | | 3 | $ 36.30 | $ 2,903.85 |
| | | 4 | $ 38.17 | $ 3,053.52 |
| | | 5 | $ 40.17 | $ 3,213.80 |
| Animal Control Supervisor | PS6 | 5 | $ 47.01 | $ 3,760.77 |

### 2025 Wages

| POSITION | BAND | STEP | HOURLY RATE | PERIOD PAY |
|---|---|---|---|---|
| Animal Control Shelter Assistant | PS1 | 1 | $ 25.14 | $ 2,011.20 |
| | | 2 | $ 26.58 | $ 2,126.40 |
| | | 3 | $ 28.10 | $ 2,248.00 |
| | | 4 | $ 29.72 | $ 2,377.60 |

| | | | | |
|---|---|---|---|---|
| | | 5 | $ 31.43 | $ 2,514.40 |
| Police Records Specialist I | PS2 | 1 | $ 30.13 | $ 2,410.40 |
| | | 2 | $ 31.80 | $ 2,544.00 |
| | | 3 | $ 33.58 | $ 2,686.40 |
| | | 4 | $ 33.64 | $ 2,691.20 |
| | | 5 | $ 37.47 | $ 2,997.60 |
| Police Records Coordinator | PS3 | 1 | $ 35.78 | $ 2,862.40 |
| | | 2 | $ 37.15 | $ 2,972.00 |
| | | 3 | $ 38.57 | $ 3,085.60 |
| | | 4 | $ 40.06 | $ 3,204.80 |
| | | 5 | $ 41.60 | $ 3,328.00 |
| Community Service Officer | PS4 | 1 | $ 35.40 | $ 2,832.00 |
| | | 2 | $ 37.22 | $ 2,977.60 |
| | | 3 | $ 39.11 | $ 3,128.80 |
| | | 4 | $ 41.14 | $ 3,291.20 |
| | | 5 | $ 43.33 | $ 3,466.40 |
| Animal Control Officer | PS5 | 1 | $ 34.15 | $ 2,732.00 |
| | | 2 | $ 35.90 | $ 2,872.00 |
| | | 3 | $ 37.75 | $ 3,020.00 |
| | | 4 | $ 39.70 | $ 3,176.00 |
| | | 5 | $ 41.78 | $ 3,342.40 |
| Animal Control Supervisor | PS6 | 5 | $ 48.89 | $ 3,911.20 |

## 2026 Wages

| POSITION | BAND | STEP | HOURLY RATE | PERIOD PAY |
|---|---|---|---|---|
| Animal Control Shelter Assistant | PS1 | 1 | $ 25.89 | $ 2,071.20 |
| | | 2 | $ 27.38 | $ 2,190.40 |
| | | 3 | $ 28.94 | $ 2,315.20 |
| | | 4 | $ 30.61 | $ 2,448.80 |
| | | 5 | $ 32.37 | $ 2,589.60 |
| Police Records Specialist I | PS2 | 1 | $ 31.03 | $ 2,482.40 |
| | | 2 | $ 32.75 | $ 2,620.00 |
| | | 3 | $ 34.59 | $ 2,767.20 |
| | | 4 | $ 34.65 | $ 2,772.00 |
| | | 5 | $ 38.59 | $ 3,087.20 |
| Police Records Coordinator | PS3 | 1 | $ 36.85 | $ 2,948.00 |
| | | 2 | $ 38.26 | $ 3,060.80 |
| | | 3 | $ 39.73 | $ 3,178.40 |
| | | 4 | $ 41.26 | $ 3,300.80 |
| | | 5 | $ 42.85 | $ 3,428.00 |
| Community Service Officer | PS4 | 1 | $ 36.46 | $ 2,916.80 |
| | | 2 | $ 38.34 | $ 3,067.20 |
| | | 3 | $ 40.28 | $ 3,222.40 |
| | | 4 | $ 42.37 | $ 3,389.60 |

| | | | | |
|---|---|---|---|---|
| | | 5 | $ 44.63 | $ 3,570.40 |
| Animal Control Officer | PS5 | 1 | $ 35.17 | $ 2,813.60 |
| | | 2 | $ 36.98 | $ 2,958.40 |
| | | 3 | $ 38.88 | $ 3,110.40 |
| | | 4 | $ 40.89 | $ 3,271.20 |
| | | 5 | $ 43.03 | $ 3,442.40 |
| Animal Control Supervisor | PS6 | 5 | $ 50.36 | $ 4,028.80 |

**Section 2. Contract Ratification Payment**

In lieu of retroactive pay, if this contract is ratified by the Guild by December 20th, the City will pay a ratification bonus of $500 paid to each employee covered under this agreement.

**Section 2. Deferred Compensation**

The City shall contribute monthly to the Guild employee's deferred compensation plan. The City will contribute each month to deferred compensation accounts two-hundred-and-fifty-dollars ($250) with no contribution match from the Employee required.

**Section 3. Flexible Spending Account**

The City shall provide access to a limited section 125 Flexible Spending Account (FSA) to employees. Employees may contribute their own funds up to the plan maximum to be used for dental, vision or childcare.

**Section 4. Definitions**

**Base Pay:** The employees negotiated hourly rate. Base pay does not include any incentive or premium pays.

**Regular Rate of Pay:** The adjusted hourly rate including all incentive and premium pays. In articles of this Agreement that reference an hourly calculation tied to the regular rate of pay the hourly rate is based on a 2,080-hour annual work year.

**Pyramiding:** Premium pays don't stack. All premium pays are calculated off of the base hourly pay. For example, education premium and seniority pay are calculated off of the base pay independently, then added to the base pay which then creates the regular hourly rate of pay.

**APPENDIX "B"—EMPLOYEE RIGHTS**
**to the**
**AGREEMENT**
**by and between the**
**CITY OF SUMNER**
**and the POLICE GUILD REPRESENTING**
**SUMNER SPECIAL- AND NON-COMMISSIONED EMPLOYEES**

## EMPLOYEE RIGHTS

No employee shall, by reason of their employment, be deprived of any rights or freedoms which are afforded to other citizens of the United States by the United States Constitution.

Unless Garrity rights are administered, no employee shall be compelled by the City to give self-incriminating information, either verbal or written, during any criminal investigation when such investigation involves allegations against themself nor in any internal investigation which could lead to a criminal charge against themself. Any refusal by an employee to give self-incriminating information under these conditions will not result in their termination, suspension, reprimand, transfer or any other form of disciplinary action by the City.

**Section 1. Discipline and Discharge.** All discipline must be based upon just cause. Any discipline shall be imposed in a manner least likely to embarrass the employee before the public or other employees. Any disciplinary action imposed upon an employee may be the basis for a grievance through the regular grievance procedure, unless otherwise provided in this Agreement.

Disciplinary actions or measures shall include the following: verbal reprimands; written reprimand or written letters of warning; suspension; demotion; or discharge. Discipline shall be progressive in nature, but may be imposed at any level as determined by the severity of the conduct involved and all relevant circumstances.

**Section 2. Employee Rights.** All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Employee Rights". The wide-ranging powers and duties given to the department and its employees involve them in all manners of contacts and relationships with the public. Of these contacts come many questions concerning the actions of employees of the force. These questions often require an immediate investigation by superior officers designated by the Chief of Police. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated.

a. Whenever the Chief of Police or the designated alternate of the Chief of Police decides to conduct a formal internal affairs investigation, any employee who is the subject of the complaint shall be informed in writing of the nature of the investigation, and advised of the rights of the employee before any interview of the employee begins. Written notice shall include sufficient information necessary to reasonably apprise the employee of the allegations of such complaint.

b. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.

c. The interview, which shall not violate the employee's constitutional rights, shall take place at the Sumner Police Station facility, except where impractical. The employee shall be afforded the opportunity and facilities to contact and consult privately with an attorney of the employee's own choosing and/or a representative of the Association. Said attorney and/or representative of the Association may be present during the interview but shall not participate in the interrogation except to counsel the employee. Association representative or attorney may participate to the extent permitted by law. At the conclusion of the interview, the Guild representative or attorney shall be afforded a reasonable opportunity to ask clarifying questions.

d. The questioning shall not be overly long, and the employee shall be entitled reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls and rest periods.

e. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to obtain the resignation of the employee nor shall the employee be intimidated in any manner. No promises or reward shall be made as an inducement to answer questions.

f. It shall be unlawful for the City to require an employee covered by this agreement to take or be subjected to any polygraph or any polygraph type of examination as the condition of continued or continuous employment or to avoid any threatened disciplinary action.

g. At the employee's request, the interrogation shall be recorded on tape by management. One copy shall be provided to the Association representative or employee. Three (3) days prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition and shall be furnished a copy of the investigation report to include a list of all exhibits, provided that the Employer is not required to release statements made by persons requesting confidentiality, and provided further, such confidential statements may not be relied upon to form the sole basis of discipline.

h. **Personnel Records.** The Police Department shall maintain only one (1) working personnel file for each employee. The City Human Resources Division will retain the permanent personnel file. This does not preclude a supervisor from maintaining notes regarding an employee's performance, or the department from maintaining computerized records relating to training, promotion, assignment, or similar data.

Formal employee evaluations and records of disciplinary action resulting in demotion or the loss of time or pay in the amount of forty (40) hours or more may be retained

permanently. All other records of disciplinary action may be retained in an employee's department personnel file for a period of not more than two (2) years, provided that if an employee's personnel record indicates a pattern of similar types of discipline, all such records may be retained until a period of two (2) years has elapsed during which there has been no further disciplinary action for the same or similar behavior. Records retained in an employee's department personnel file longer than provided in this section shall be inadmissible in any proceedings concerning disciplinary action.

Upon receiving a request for all or part of a personnel file, outside of the management chain, the affected employee shall be notified of the request, and the information shall not be released for a period of three (3) business days from the time of said notification, except upon service of a court order or subpoena properly recorded and signed by a judge or magistrate demanding immediate release. The City Attorney will advise the department in all matters pertaining to the release of information contained in a personnel file. Unless prohibited by law, no information which has been retained in a personnel file beyond the time limits established by this contract will be released.

**CITY COUNCIL MEETING**
**DATE: January 16, 2024**
**AGENDA BILL: 24-3907**

**SUBJECT:** Labor Agreement with Sumner Police Guild Representing Commissioned Employees

**CATEGORY:** Consent

**BUDGET IMPACT:**
Expenditure Required: None

Within Budget Allocation: N/A

**ATTACHMENTS:**
1. 2024-2026 CBA Sumner Police - Commissioned

**STAFF CONTACT:** Jeff Steffens, Administrative Services Director

**SUMMARY BACKGROUND:**
The City of Sumner has concluded negotiations with the Police Guild representing Commissioned employees for a three year Collective Bargaining Agreement (CBA) for the period of 2024, 2025 and 2026. We are pleased with the cooperation and working relationship we have with the Guild, and thank them for their efforts in working towards this agreement. Their membership ratified the proposed CBA in late December.

This CBA represents our Commissioned Police employees, including Police Officers, Detectives and Sergeants. This CBA incorporates a significant amount of language clean up in the following sections: Bereavement, Acting in Capacity, Working out of Class and Longevity. The CBA also creates new sections regarding Detective On-Call, Leave Blackout Days, Collateral Assignment Premium Pays, Shift Differential and Employee Medical Cost Share. The agreement falls within budgeted salary and benefit projections while still staying competitive within the local labor market.

**COUNCIL COMMITTEE/STUDY SESSION:**
**MEETING/STUDY SESSION DATE:**
**COMMITTEE RECOMMENDATION: Do-Pass**

**STAFF RECOMMENDATIONS/MOTION:**
Authorize the Mayor to enter into a labor agreement with the Sumner Police Guild representing Commsiioned employees for a period of 2024-2026.

# COLLECTIVE BARGAINING AGREEMENT

by and between

## THE CITY OF SUMNER

and the

## THE SUMNER POLICE GUILD

covering

## Commissioned Employees

January 1, 2024, through December 31, 2026

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**AGREEMENT**
**BY AND BETWEEN**
**THE CITY OF SUMNER**
**AND**
**THE SUMNER POLICE GUILD**

**THIS AGREEMENT** is entered into by and between the City of Sumner, hereinafter referred to as the "City" and the Sumner Police Guild, hereinafter referred to as the "Guild."

## ARTICLE I - RECOGNITION

**1.1** The City recognizes the Guild as the exclusive bargaining representative for all employees designated by the classifications set forth in Appendix "A" exclusive of confidential employees, the Professional Standards Officer, Deputy Police Chief, Lieutenant, Police Chief, and other exempt positions.

The language of this section does not waive and is not a bar to the Guild's right to petition PERC for the inclusion of a newly created classification in the Guild.

## ARTICLE II - GUILD MEMBERSHIP

**2.1** The City shall notify the Guild in writing within twenty (20) calendar days of the hiring of a new employee. The notification shall provide the Guild with the name, home address, home phone number, Social Security number, starting pay step, and classification of the new employee. The City shall provide the Guild up to 30 minutes to speak with new employees within their first 90 days of employment. The employee has the choice to attend or not attend the meeting with the Guild.

**2.2** Upon the voluntary written authorization of an employee to the Guild, the City shall deduct from the wages of each employee the uniform dues, initiation fees and assessments required for membership in the Guild, as provided to the City in writing, by the Guild from time to time. If the City receives a request for authorization of deductions, the City shall as soon as practicable forward the request to the Guild. The City shall transmit each month said moneys to the Guild, along with the names of each employee whose dues are transmitted.

**2.3** An employee may stop paying Guild dues by submitting a written request to the Guild in accordance with the terms and conditions on the authorization. After the City receives confirmation from the Guild that an employee has revoked authorization, the City shall end the deduction no later than the second payroll after receipt of the confirmation.

**2.4** The Guild shall hold the City harmless for any claims filed by an employee for reasons arising out of dues deductions. The City will promptly notify the Guild in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

**2.5** The address of the Guild is: P.O. Box 1473, Sumner, Washington 98390. From time to time and as necessary, the Guild shall provide written notification to the City of the names of the Guild Executive Board members.

## ARTICLE III - NONDISCRIMINATION

**3.1** The Guild and the City agree not to discriminate because of race, color, creed, sex, age, marital status, national origin, sexual orientation including Gender Identity, HIV/AIDS and Hepatitis C Status, disability (unless unable to perform the essential functions of the job), or Guild membership, in accordance with State and Federal laws regarding discrimination. Employees may challenge practices or actions that they allege violate the provisions of this Article through the City's policies and procedures, and/or using those remedies available through applicable law. Alleged violations of this Article are not subject to Article XIV (Grievance Procedure) of this Agreement.

## ARTICLE IV - MANAGEMENT RIGHTS

**4.1** Subject to the requirements of RCW 41.56 et seq., the Guild recognizes the prerogative of the City to direct the workforce and to operate and manage its affairs in all respects in accordance with its responsibilities and authority. Provided nothing in this Agreement shall be deemed to waive the Guild's right to bargain any decision or change in any condition that constitutes a mandatory subject of bargaining or has a mandatory impact as defined by Washington law.

Subject to the terms of this Agreement, it is understood and agreed that the City possesses the sole right to operate the Police Department, regardless of the frequency or infrequency of such exercise. It is also negotiated that such rights include, but are not limited to the following:

a. To determine the Department's mission, policies, and set forth all standards of service offered to the public.

b. To plan, direct, control and determine the operations or services to be conducted by employees of the Police Department.

c. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.

d. To manage and direct the employees of the Police Department.

e. To hire, promote, transfer, train, evaluate performance, and retain employees in positions of the Police Department.

f. To establish work rules and rules of conduct.

g. To suspend, demote, discharge, or take other appropriate disciplinary action against employees, for just cause, when warranted.

h. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funding pursuant to Article 18 (Layoffs).

i. To regulate or change shifts, work days, hours of work, work week, work locations, and assign all work duties, provided nothing in this right would be deemed to waive the Guild's right to bargain any decision or change that constitutes a mandatory subject of bargaining or has a mandatory impact as defined by Washington law.

The City and the Guild agree that the above statement of management rights is for illustrative purposes and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the City or to the Guild.

All matters not specifically treated by the language of this Agreement may be administered for its duration by the City in accordance with such policy and procedure as the City may determine, but does not preclude the Guild from seeking review of the exercise of these rights in a particular case in discussion with the City or the Chief of Police.

## ARTICLE V — UNIFORMS, EQUIPMENT AND CLEANING

**5.1** The City shall provide funds in the annual budget for the required uniforms and equipment and the replacement thereof. All issued uniform and equipment items are the property of the City and shall be returned to the City upon request.

**5.2** The City agrees to pay up to two hundred fifty dollars ($250.00) per occurrence towards replacement costs of any personal property lost, damaged or destroyed while on-duty. Provided that the City shall not be required to replace personal property lost, damaged or destroyed due to the employee's gross negligence.

**5.3 Uniform Maintenance:** The City agrees to contract out for cleaning of uniforms for those employees required to wear uniforms. Employees, including Detectives, are allowed to drop off and pick up uniforms while on duty.

## ARTICLE VI - VACATION AND HOLIDAYS

**6.1** All employees covered under this agreement shall be entitled to annual vacation leaves and accrues, as follows:

| Years of Service | Vacation Days (Hours) |
|---|---|
| < 1 | 12 (96) |
| 1-2 | 13 (104) |
| 2-3 | 14 (112) |
| 3-4 | 15 (120) |
| 4-5 | 16 (128) |
| 5-6 | 17 (136) |
| 6-7 | 18 (144) |
| 7-8 | 19 (152) |
| 8-9 | 20 (160) |
| 9-10 | 21 (168) |
| 10-11 | 22 (176) |
| 11-13 | 23 (184) |
| 13-16 | 24 (192) |
| 16-19 | 25 (200) |
| 19-22 | 26 (208) |
| 22-25 | 27 (216) |
| 25+ | 28 (224) |

a. Except for probationary employees, all employees may sell-back to the City up to a total of 120 hours of vacation leave per calendar year. The minimum sell-back for any employee shall be 60 hours per occurrence and the employee must maintain at least 24 hours of vacation leave in the employee's leave bank. In order to receive the vacation sell-back, an employee must submit a written request for vacation sell-back to the City at least thirty (30) days prior to payment of the sell-back amount to the employee.

b. November 1st to November 15th of each year, each employee who wishes to bid vacation leave beginning from January 1st through December 31st of the following year will be permitted to do so by means of a vacation sign-up roster.

   The sign-up roster will be posted on or before November 1st of each year for employees who would like to bid vacation leave. Employees will have until November 15th to sign up for their bid vacation leave.

   Whenever practical, and consistent with the needs of the City and the availability of vacation relief coverage, employees shall have the right to make selections and take vacation leave times. Selection will be facilitated by the vacation sign-up roster and by seniority. Bargaining unit seniority shall determine the order in which vacation

leave is bid. Seniority vacation bids will be done in "blocks." A "block" is defined as at least the normal length of an employee's regularly scheduled work week. Bargaining unit employees shall participate in two (2) vacation bid cycles which shall establish the employee's primary and secondary block vacations. The City has the right to specify and periodically adjust minimum staffing requirements and the maximum number of employees allowed off on vacation leave at the same time to ensure adequate staff coverage. The City will not deny or rescind a vacation request for other than a legitimate operational need. Seniority shall prevail in the event of conflict between employees over the choice of vacation dates. The City will allow employees with the conflict to attempt to resolve the issue themselves prior to imposing the right of seniority. An employee's first vacation bid takes precedence over a more senior employee's second vacation bid.

After the vacation list is established (i.e. posted prior to January 1st of each year) all other vacation leave time requests made by employees shall be considered on a first-come, first-served basis, until the next November 1st sign-up period. The City shall provide written approval or written disapproval of all written requests for vacation leave time within fourteen (14) calendar days, and whenever practical, will endeavor to grant requests for vacation leave, especially those deemed to be of emergency nature.

c. An employee known to be starting pre-approved time off at the end of their current work shift shall not be held over for more than four (4) hours at the conclusion of the employee's current work shift.

d. Vacation leave may only be accumulated to a maximum of 552 hours per employee covered by this Agreement. The employee's vacation leave bank must be at or below 552 hours by December 31st of each year. Employees hired by the City beginning on January 1, 2021 may accumulate a maximum of 420 vacation leave hours.

**6.2 Holidays:** The following days shall be recognized and observed as paid holidays:

| | |
|---|---|
| New Year's Day | January 1st |
| Martin Luther King Jr. Day | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Veteran's Day | November 11th |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Fourth Friday in November |
| Day before Christmas | December 24th |
| Christmas Day | December 25th |

At the beginning of each year employees covered under this agreement shall receive 96 hours

of holiday leave (12 holidays at 8 hours each). Holiday leave must be used by the end of the calendar year. Unused leave will be forfeited to the City. An employee may request a three month extension to use the holiday time, provided that the extension is needed due to a planned event (upcoming vacation, long term medical leave or retirement).

Employees hired after January 1st will receive a pro-rated amount of holiday leave based on the remaining number of holidays left in the calendar year.

Employees who separate will have their holiday leave prorated based on the number of holidays that have already occurred in the calendar year.
Examples:

*Employee A separates from employment June 30th. Prior to June 30th he has already used 48 hours of holiday time. January 1-June 30th there were only five holidays (40 hours). The overage (8 hours) would be deducted from the employee's vacation bank prior to separation pay out. If the employee doesn't have adequate vacation hours it would be deducted from the final paycheck's regular hours (to make the city whole). The overage would be reported the Department of Retirement Services in the period it was earned.*

*Employee B separates from employment June 30th. Prior to June 30th he has only used 8 hours of holiday time. January 1-June 30th there were five holidays (40 hours). The shortage (32 hours) would be added to the separation pay out and would be reportable as wages to the Department of Retirement Services.*

**6.3 Floating Holiday:** Each employee shall receive one (1) floating holiday (8 hours), January 1st of each year. Employees starting after the first of the year shall receive a floating holiday upon hire. The floating holiday shall be denoted in a separate leave bank. The floating holiday must be used by the end of the calendar year. Unused floating holiday time will be forfeited to the City. Upon separation the floating holiday shall not be paid out.

## ARTICLE VII - BEREAVEMENT LEAVE

**7.1** Any regular employee covered by this Agreement who suffers a death of their spouse or dependent/next of kin shall be compensated for and given five (5) days off.

Any regular employee covered by this Agreement who suffers a death of their immediate family (other than spouse or dependent/next of kin) shall be compensated for and given three (3) days off with straight time pay. Immediate Family shall be defined as spouse, registered domestic partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, step-son, step-daughter, step-mother, step-father, step-brother, step-sister, grandparents on both-sides, grandchildren, aunt and uncle or any relative residing in the employee's immediate household.

Employees shall be compensated for and given one (1) workday off for the death of a family

member not defined in this article as immediate family.

Employees are allowed up to four (4) hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the City, provided such absence from duty will not interfere with normal operations of the City.

## ARTICLE VIII - SICK LEAVE

**8.1** Sick leave for each regular employee shall be earned at the rate of eight (8) hours per month.

**8.2 Unused Sick Leave:** All regular employees shall be compensated in cash, at 100% of their base rate of pay, for any unused accumulation of sick leave up to a maximum of 720 hours when they are permanently separated from employment in accordance with the following percentages of the employee's accumulated and unused sick leave:

Employees hired prior to January 1, 2018:

| | |
|---|---|
| Termination for cause | 0% |
| Resignation | 25% |
| Lay-Off | 50% |
| Retirement | 100% |
| Disability Retirement | 100% |
| Death | 100% |

Employees hired on or after January 1, 2018:

| | |
|---|---|
| Termination for cause | 0% |
| Resignation | 25% |
| Lay-Off | 25% |
| Retirement | 100% for first 360 hours,<br>25% for remaining 360 hours |
| Disability Retirement | 100% |
| Death | 100% |

**8.3** An employee injured on the job will be provided a light-duty assignment when released to perform light duty by the employee's health care provider and when there are light-duty assignments available in the Police Department, as reasonably determined by the Chief of Police.

## ARTICLE IX – FEDERAL AND STATE LEAVES

**9.1 Leaves Provided by Applicable Statute:** The City will provide employees with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by state and federal law, including:

a. Family and Medical Leave (29 U.S.C. 2601 et seq., and RCW 49.78);
b. Family Care Act Leave (RCW 49.12.265);
c. Pregnancy Disability Leave (RCW 49.60);
d. Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76);
e. Leave for Spouses of Deployed Military Personnel (RCW 49.77);
f. Leave for Certain Emergency Services Personnel (RCW 49.12.460);
g. Washington Paid Family and Medical Leave Program (RCW 50A.04)

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to the City's policy.

**9.1.1 Protected Leave Use:** Employees may choose to use any applicable protected leave consecutive to accrued leave, provided that after the employee uses 960 hours of sick leave, and has exhausted other available accrued leaves (vacation, compensatory or holiday time), protected leave shall run concurrent with any remaining sick leave balance.

**9.2 Washington Paid Family and Medical Leave Law:** Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. The City will pay the remaining premium amounts.

## ARTICLE X – HOURS OF WORK, SALARY AND OVERTIME

**10.1** The Chief of Police or designee shall post a thirty (30) day department work schedule no later than fifteen (15) days prior to the effective date of that work schedule.

**10.1.2 Hours of Work:** Current shift schedules may be modified by memorandum of understanding by mutual agreement of the Guild and the Police Chief. All shifts shall be consecutive hours i.e. no split shifts other than for department wide training unless the split shift is agreed to by the employee and the supervisor. Employees shall be entitled to eight-hours off between shifts.

**10.2** Base salaries shall be paid to employees in accordance with the wage schedule

attached hereto and designated as Appendix "A." Additional rates of pay are set forth below.

**10.2.1 Overtime:** Overtime pay shall consist of pay at the rate of one and one half (1 ½) times the regular rate of pay as defined by the Fair Labor Standards Act, 29 USC Sec 201 et seq. The use of vacation, holiday, sick leave and compensatory time shall, for the purposes of overtime calculation, constitute hours worked. All accumulated overtime pay shall be paid in the pay period accrued.

**10.2.2 Holiday Pay:** Holiday pay shall be paid to any employee for all hours actually worked on holidays recognized and observed by the City except for the floating holiday. The floating holiday will be paid at the regular rate of pay, including applicable premium pay(s). Holiday pay is an additional one-half (½) of the employee's regular rate of pay. For example, if an employee's regular rate of pay, including any applicable premium pay(s), is $10 per hour, their holiday pay for actual hours worked on the holiday will be $15 per hour.

When employees work overtime on a recognized holiday, their holiday overtime rate of pay shall be two-and-one-quarter (2 1/4) times their regular rate of pay. For example, if an employee's regular rate of pay, including any applicable premium pay, is $10 per hour, their holiday overtime pay for actual hours worked on the holiday will be $22.50 per hour.

If an employee works an extra-duty assignment on a recognized holiday, the standard overtime rate of one-and-one-half (1 ½) times the regular rate of pay shall apply. This includes grant funded traffic emphasis assignments and extra-duty for private entities.

**10.2.3 Shift Adjustment Pay:** Any time an employee's normally scheduled shift is adjusted with less than ten (10) days' notice for other than court attendance, and the adjustment is mutually agreed upon by the member and their supervisor, they shall be paid an additional one-half (½) of the employee's regular hourly rate of pay for all hours worked outside their normally scheduled shift. If the employee works less than three (3) hours outside of their normally scheduled shift they shall receive a minimum of three hours of shift adjustment pay. A shift adjustment is not a "callback".

**10.2.4 Shift Extension:** A shift extension is time worked by an employee contiguous to the beginning or end of a regularly scheduled shift. It differs from a shift adjustment because the employee works their entire scheduled shift in addition to the extension. Shift extensions shall be compensated at the applicable overtime rate for the actual hours worked in addition to the regular shift.

**10.2.5 Callback:** A callback is a recall to duty of an employee after the employee has completed their regularly scheduled shift and the employee has stopped working and departed the premises, or when the employee is on days off or paid leave of absence. All callbacks are subject to a three (3) hour minimum and shall be compensated at the applicable overtime rate.

A Sergeant (including WOOC or AIC) that is able to handle a work related issue by phone while off duty shall make their best efforts to respond to communications (e.g., phone calls, text messages) while off-duty, but shall not be disciplined solely for not responding to such communications.

**10.2.6 Approved Leave Callback:** An approved leave callback is a recall to duty of an employee for any reason once leave has been approved and the affected employee has incurred expenses in planning for the same. Approved leave includes: vacation, bereavement leave or compensatory time off, as listed on the employee's leave request. Employees wishing to be unavailable on regularly scheduled days off, immediately preceding or following their requested time off must indicate such on their leave request for this provision to apply. Hours worked during the approved leave period shall be compensated at twice the hourly rate upon reporting for duty, and the affected employee shall be reimbursed for round trip transportation costs involved in returning for duty or any other non-refundable expenses incurred. Reimbursement for travel shall be made on the same basis as the original mode of transportation. If applicable, mileage shall be paid at the approved City rate. Vacation approval or other leave requests shall not unreasonably be withheld to frustrate the intent of this section. Employees shall be credited with the number of vacation hours lost. Employee will confirm the callback with the City prior to making any travel arrangements for a return trip. If an employee voluntarily chooses to come back to work this provision does not apply.

**10.2.7 Court Attendance:** Any time an employee is required to appear for Court for reason arising out of his/her employment with the City, outside of his/her regular shift, the employee shall receive a minimum of at least two (2) hours at the applicable overtime rate. Court attendance is not considered a callback.

The employee shall contact by phone or email the prosecuting attorney responsible for issuing the subpoena their last day of work prior to the court date to determine if attendance is still required. If the court date is scheduled more than 24 hours from the date the officer contacts the prosecuting attorney, support staff or a supervisor will continue to contact the prosecuting attorney and will call the officers by phone if there are any changes. Officers are responsible for checking their phones for messages prior to reporting to court. Employees appearing on cancelled or continued court appearances without attempting to confirm attendance

as outlined above will not be eligible for minimum court callback pay, unless the cancellation or continuation was received on the actual court date.

When waiting to testify in Sumner Municipal Court, an officer may be assigned other Police duties to perform unless involved in Court-related duties, but only until the officer is released by the Court or the officer's court appearance is canceled.

**10.2.8 Detective On-Call Pay:** An employee classified as Detective shall be placed on a rotating, on-call schedule to cover one out of every three weekends. When assigned to be on-call, such employees shall be paid seven (7) hours of overtime wage for the weekend, starting Friday evening, and running through Monday morning. Employees actually called back to duty from on-call status shall be paid pursuant to Section 10.2.5.

"On call" shall mean the employee is immediately -- within forty-five (45) minutes -- available for duty, sober and within telecommunications contact (radio, or phone).

**Definitions:** Sober will be defined as having *zero* impairment for the duration of the standby assignment.

**10.2.9 Meal Payment:** Anytime an employee works four (4) consecutive hours overtime immediately following a regular shift, when notice of overtime is received during the adjacent shift, the employee will receive a $20.00 (twenty dollar) meal allowance, if not provided a meal by the City. Anytime an employee is called in on a day off / holiday with three (3) hours or less notice and works at least six (6) consecutive hours, the employee will receive a $20.00 (twenty dollar) meal allowance, if not provided a meal by the City. The $20.00 is payable in the corresponding paycheck, subject to payroll taxes, withholdings, and deductions. The meal payment does not apply to any overtime scheduled with more than three (3) hours advance notice of requirement to return to work. Meal payments are intended to compensate the employee for the inconvenience of returning to work, or continuing work without receiving reasonable notice for the employee to prepare their own meal for the shift.

Examples:

A. *The employee has been working and is asked to continue work for 7 hours of overtime immediately following the regularly scheduled shift the employee is currently working. The employee would receive one meal allowance.*
B. *The employee is called out on a day off 3 hours or less notice and works 13 hours of overtime. The employee would receive two meal allowances.*

*C. The employee is called to work 7 hours of overtime on their day off with 4 hours advance notice to return to work. The employee would not be eligible for a meal payment.*

**10.3 Compensatory Time:** Upon mutual agreement of the City and Employee, compensatory time off may be accrued instead of overtime payments. Employees shall be permitted to accumulate up to fifty (50) hours of compensatory time. At any time and at the employee's option, unused compensatory time may be sold back to the city at the employee's regular rate of pay. Compensatory time must be used by the end of the calendar year. Unused compensatory time will be paid out at the applicable wage. An employee may request a three-month extension to use the compensatory time, provided that the extension is needed due to a planned event (upcoming vacation or long term medical leave).

**10.3.1 Compensatory Time Requests:** Employees with accumulated compensatory time may request such time off by providing a written request to their supervisor at least 72 hours in advance of the requested time off. The City will not unreasonably deny such requests as long as proper notice has been received and the city is able to provide adequate staffing without mandating an employee to fill the shift or other similar undue hardship. Once approved, compensatory time off will not be cancelled except in case of exigent circumstances.

**10.4 Training Time:** Training is any pre-approved educational course, conference, seminar, briefing, convention, or other functions of similar nature (excluding the Basic Law Enforcement Academy) that is intended to improve, maintain, or upgrade the employee's certifications, skills, or professional abilities. The City may adjust an employee's regularly scheduled shift for educational purposes, including associated travel time, to avoid the payment of overtime or shift adjustment pay. If the training, including travel time, exceeds the employee's adjusted work week, then the employee shall receive either their applicable overtime rate or compensatory time off. Travel time shall be from the Sumner Police Department to the training location and the time it takes to return to the police department.

Officers who elect to attend, subject to approval by the City, or are directed to attend training on their regularly scheduled work shift where the training, to include travel time, is eight (8) hours or more shall be considered to have worked a full day and are not required to report for duty.

Officers who elect to attend, subject to approval by the City, or are directed to attend training on their regularly scheduled work shift where the training, to include travel time is less than eight (8) hours shall report for duty before and/or after the training in order to complete their full, regularly scheduled shift. If the training lasts less than eight (8) hours an employee may request to take the rest of the shift off (to reach 10 or 12 hours) using accrued leave (vacation, holiday or compensatory time).

**10.4.1 Training & Event Blackout Dates:** In order to appropriately staff City events and training days, employees would not be able to schedule pre-planned leave on blackout days. Blackout days will include:

| Event | Date |
|---|---|
| Daffodil Parade | Typically first weekend in April |
| Come Walk With Me Event | Typically first Saturday in October |
| Regional All Hazard Exercise | To be scheduled at least 3 months in advance |
| 2 Annual Department Training Days | To be scheduled at least 3 months in advance |

**10.5 Safety Release Time**: In the event that an employee is required to work a minimum of three (3) consecutive hours of overtime (actual hours worked, not guaranteed minimum compensation) because of a court subpoena, or any unforeseen or emergency circumstances, that the employee is entitled to eight (8) consecutive hours off between the end of the overtime shift and the beginning of their next regular duty shift. If the employee's next regular duty shift is scheduled to occur in less than eight (8) hours after the overtime shift has ended, the employee shall be afforded paid safety release time by the City to ensure that the eight (8) hours off for proper rest has been satisfied. Safety release time is paid at the regular rate of pay. In no case shall the employee be required to use their own vacation leave, compensatory time, etc., in order to ensure that they have eight (8) hours off between work shifts. The requirements of this Section will be met as long as scheduled shifts are at least eight (8) hours apart, even if Officers spend part of their eight-hour rest period commuting. Officers shall notify dispatch when they are released from court duty.

## ARTICLE XI - INCENTIVE AND PREMIUM PAY

All incentive and premium pays are calculated off the base hourly rate. There is no pyramiding of incentive and premium pays.

**11.1 Premium Pay:** Employees who are assigned to FTO or other collateral assignments and successfully performs the duties as such will receive premium pay as follows:

**11.1.1 FTO:** Employees who are assigned as a Certified Field Training Officer and are actively working with an employee in the Field Training Program and are required by management to complete a Daily Observation Report, will be entitled to FTO pay premium for performing FTO duties with a probationary employee undergoing field training. FTO premium will be $40.00 per shift.

**11.1.2 K-9 Officer:** Employees who are assigned as K-9 officers shall receive an additional $400 per month. The assigned employee(s) also shall receive an hour of pay at the Animal Care Technician rate for every day the employee(s) is not working a shift.

**11.1.3 Collateral Assignment Pays:** Employees assigned to SWAT, CRU, CDT and MCRT shall receive an additional $75 per pay period if performing duties

associated with those assignments. Duties shall not include: training, report writing, vehicle/equipment maintenance, or any other similar function. The number of employees assigned to a particular collateral assignment is at the sole discretion of the City based on operational needs and budget. Collateral Assignment Pay shall begin upon ratification of the agreement by both parties. These collateral assignment pays shall end effective 12/31/2024.

**Beginning 1/1/2025:** Employees assigned Collateral Assignments shall receive an additional 2% of their base hourly pay for any pay period in which they are assigned.

Collateral Assignments Include:

- Patrol Investigator
- Defensive Tactics Instructor
- Traffic Specialist
- Firearms Instructor
- SWAT

The number of employees assigned to a particular collateral assignment is at the sole discretion of the City based on operational needs and budget. Collateral Assignment Pay shall begin upon ratification of the agreement by both parties.

**11.1.4 Premium Cap:**

Premium pays can be stacked with another premium for a total of four (4%) of the employees' hourly wage. There will be no pyramiding of premium pay. The premium cap is exclusive of FTO, Longevity and Education premiums.

The Chief of Police has the authority to remove an employee from a specialty assignment if said employee has continuously exhibited that they do not demonstrate the knowledge, skills, abilities and/or behaviors necessary to complete the requirements of the assignment. The Chief of Police may remove the employee after documented coaching and counseling and agreed upon performance improvement expectations. The Chief of Police may remove an employee from a specialty assignment if actual misconduct is found through an investigative process in the course of the employee's regular work assignments.

**11.2 Shift Differential:** Effective 1/1/2026: Employees assigned to shifts beginning 1700 or later and ending before 0500 will receive a shift differential premium of $1.00 per hour. Shift Differential will not be paid to shift extensions.

**11.3 Tuition Reimbursement:** Tuition reimbursements shall be in accordance with current City policy.

**11.4 Educational Incentive:** Successful completion of an Associate's Degree or

equivalent college credits (from an accredited college or university) --2.5% of hourly pay rate for all base hours, Bachelor's Degree -- 5.0% of hourly pay rate for all base hours.

Prior to receiving educational incentive pay, the employee shall arrange to have a sealed certified transcript(s) from their accredited college(s) or university(ies) delivered to the City's Human Resources Department.

**11.5 Out of Classification Pay:**

**11.5.1 Acting-In-Capacity (AIC):** An employee assigned to AIC for one hundred sixty (160) consecutive hours or more shall be compensated at the Sergeants base hourly wage plus applicable premium or incentive pay(s) effective the date of assignment. In order to be considered for AIC, the employee must not have any pending or sustained disciplinary actions within the prior twelve (12) months.

**11.5.2 Working-Out-of-Class (WOOC)** An employee shall be designated as a WOOC Sergeant in the absence of both Sergeants on the same team for three (3) or more full duty shifts including training days (not including a Sergeant's regularly scheduled days off). Only one (1) officer shall be assigned as the WOOC Sergeant in the absence of both Sergeants on the same team and the WOOC Sergeant shall be assigned first by ranking on the promotional list. If no officers on the team are on the promotional list, or there is no current promotional list, WOOC shall be assigned by seniority on the shift team. The intent of this language is to assign WOOC by team, and have the same employee on the team acting as the WOOC Sergeant for the duration of the assignment. When serving as a WOOC Sergeant, an employee shall receive $5.70 per hour additional compensation for regularly scheduled days. If the WOOC Sergeant performs work outside of normal working hours, excluding extra-duty assignments, they shall be compensated at the overtime rate (including WOOC). The WOOC Sergeant shall be designated for time leading up to and leading out of the Sergeant's absence. In order to be considered for WOOC, the employee must not have any pending or sustained disciplinary actions within the prior twelve (12) months.

For example:

| | Sun | Mon | Tue | Wed | Thur | Fri | Sat | Sun | Mon | Tue | Wed | Thur |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sgt. | REG | X | X | X | VAC | VAC | VAC | X | X | X | X | REG |
| Officer | REG | WOOC | | | | | | | | | | REG |

**11.6 Longevity Pay:** In addition to the rates of pay identified in Appendix A, each employee shall receive longevity pay as follows:

| | |
|---|---|
| 6 through 11 years of service | 3% of base hourly rate |

| | |
|---|---|
| 12 through 16 years of service | 4% of base hourly rate |
| 17 through 21 years of service | 5% of base hourly rate |
| 22 or more years of service | 6% of base hourly rate |

**11.6.1 Longevity Pay Years of Service Calculation:** Years of service for Longevity Pay are based on the employee's start date with the City for those hired as an Entry Level Police Officer.

If the employee was employed at another agency as a fully commissioned officer prior to being hired at the City, time spent at the other agency will count towards "Longevity Pay Years of Service" with the City based on the employee's BLEA (or out of state equivalent) graduation date. If the employee had a break in service, greater than 30 days as a commissioned officer, that break time does not count towards the Longevity Pay years of service calculation.

The years of service calculation used for Longevity Pay does not impact an employee's Seniority in the Sumner Police Department as defined in Article XXI - Seniority.

## ARTICLE XII - INSURANCE

**12.1 Medical Coverage**: Employees and eligible dependents will be covered under the AWC High Deductible Plan (H.D.H.P.) with Health Savings Account (H.S.A.) and Health Reimbursement Agreement (H.R.A.) (Bridge) component. The City will pay for 100% of the premium for the employee and eligible dependents.

**Effective 1/1/2025**: The City will cover 95% of the employee's total Medical Premiums. The employee will contribute 5% of the premium amount deducted each pay period from the employee's regular paycheck.

**12.1.1 Health Savings Account (H.S.A.):** The H.S.A. will be funded at the following levels:

| Insured | H.S.A. Contribution: |
|---|---|
| Employee Only | $1,500 |
| Employee and Child | $3,000 |
| Employee and Child x 2 or more | $3,000 |
| Employee and Spouse | $3,000 |
| Employee, Spouse and Child | $3,000 |
| Employee, Spouse and Child x 2 or more | $3,000 |

In January of each year the City will deposit 100% of the annual allotted amount into the employee's H.S.A. Employees hired mid-year will receive a prorated amount into an H.S.A. based

on the number of full months remaining in the year. Such payments will commence with the employee's first pay check (after H.S.A. account info provided), then as scheduled above thereafter. Employees, who have a qualifying event that results in a change in coverage status, e.g. have a child or add a spouse, qualify for the pro-rated amount for the remainder of whole months. Employees may contribute additional money to their Health Savings Account, up to the maximum allowed under federal law.

**a) Health Savings Account Ineligibility/Choice:** If the employee is ineligible for a Health Savings Account or the employee chooses not to have a H.S.A., the City will provide an equal contribution of the Employee Only amount, to the employee's deferred compensation account.

**12.1.2 Health Reimbursement Agreement (H.R.A. Bridge Plan):** Each employee is eligible for a bridge (H.R.A.) plan to cover a portion of the out of pocket medical costs based on the following eligibility:

| Insured | H.R.A. Eligibility: |
|---|---|
| Employee Only | $2,400 |
| Employee and Child | $4,800 |
| Employee and Child x 2 or more | $4,800 |
| Employee and Spouse | $4,800 |
| Employee, Spouse and Child | $4,800 |
| Employee, Spouse and Child x 2 or more | $4,800 |

The H.S.A. and bridge (H.R.A.) work as follows:

| Employee Only Medical Plan Breakdown | | | |
|---|---|---|---|
| | **Medical Costs** | **Who Pays** | **Funding Source** |
| **Deductible** | $0 - $1,600 | Employee | Employee/HSA |
| **80/20 Co-Insurance** | $1,600.01 - $4,000 | City | Bridge |
| | $4,000.01 - $5,000 | Employee | Employee/HSA |
| **OoPM** | $5,000 + | Insurance | Insurance |

| Full Family Medical Plan Breakdown | | | |
|---|---|---|---|
| | **Medical Costs** | **Who Pays** | **Funding Source** |
| **Deductible** | $0 - $3,200 | Employee | Employee/HSA |
| **80/20 Co-Insurance** | $3,200.01 - $8,000 | City | Bridge |
| | $8,000.01 - $10,000 | Employee | Employee/HSA |
| **OoPM** | $10,000 + | Insurance | Insurance |

**12.1.3 Medical Reopener:** Both parties agree to reopen contract negotiations to discuss healthcare coverage if any of the following happen:

a. AWC High Deductible Plan redesign that affects the co-insurance rate (currently 80% for preferred providers for most services), deductible amounts or out of pocket maximum amounts.
b. If AWC offers another High Deductible Health Plan.
c. A reduction of the IRS maximum allowable contribution amount to a Health Savings Account (H.S.A.).
d. Changes outside of the City's control that affect AWC plan offerings.

**12.1.4 Successor Agreement:** Both parties agree that they do not desire to directly or indirectly pay the Affordable Care Act Excise Tax. Therefore if no successor agreement is in place, and based on published HDP premium costs, possible bridge costs and H.S.A. contributions outlined in Article 12.1.2 both parties agree to meet and develop a plan that avoids paying the excise tax.

**12.2 Dental & Vision Coverage:** Dental and vision insurance programs shall be provided to full-time employees and their eligible dependents. Dental and vision premiums shall be paid one hundred percent (100%) by the City. The City agrees to provide Plan J Washington Dental to full-time employees and their eligible dependents during the term of this Agreement.

**12.3 Life Insurance:** The City shall provide a life insurance policy in the amount of $80,000 for all employees covered by this agreement. Employees may purchase additional life insurance through payroll deductions.

**12.4 Supplemental Disability:** The City will contribute one hundred percent (100%) of the premium of a supplemental disability insurance program for each employee. These contributions will be paid toward the Guild-sponsored disability insurance.

## ARTICLE XIII - DISCIPLINE AND DISCHARGE

**13.1** Discipline and discharge shall be only for just cause.

**13.2** In the administration of discipline, the provisions of the Police Department Policy and City Policy shall apply unless contrary to or inconsistent with expressed language in this Agreement, State or Federal Law.

**13.3** Disciplinary documentation will be retained in accordance with state retention requirements. Per RCW 40.14.070: Personnel records for any peace officer or corrections officer must be retained for the duration of the officer's employment and a minimum of 10 years thereafter. Such records include all misconduct and equal employment opportunity complaints, progressive discipline imposed including written reprimands, supervisor coaching, suspensions,

involuntary transfers, other disciplinary appeals and litigation records, and any other records needed to comply with the requirements set forth in RCW 43.101.095 and 43.101.135.

**13.3.1 Disciplinary Actions:** Formal disciplinary action shall include only the following:

a. Documented Supervisor Coaching
b. Written Reprimand
c. Suspension Without Pay
d. Demotion
e. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense. Informal discipline includes, but is not limited to counseling, verbal warnings, letters of instruction, and work improvement plans that are not part of annual performance evaluations. Informal disciplinary action is not subject to the grievance process. If the informal discipline is reduced to writing, the employee may provide a written rebuttal. Any disciplinary documentation will be retained in accordance with state retention requirements.

**13.3.2 Guild and Employee Rights:** The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a documented supervisor coaching, and except for employees serving an initial probationary period who are discharged.

If the City has reason to discipline an employee, the City shall do so privately and in a manner that will not embarrass the employee before other employees or the public.

The suspect employee and the Guild shall be entitled to Guild representation and/or other appropriate representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee.

**13.4 Notice and Opportunity to Respond:** Upon reaching the conclusion that sufficient information exists to discipline an employee with a written reprimand, or a suspension without pay, or a demotion, or discharge, the Chief of Police or his designee shall provide the employee and the Guild with the following prior to the administration of discipline:

a. The nature of the allegation(s) or charge(s) against the employee;
b. A copy of the complaint against the employee;
c. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
d. The directives, policies, procedures, work rules, regulations or other order of the City

that allegedly was violated;

e. What disciplinary action is being considered?

f. Notice that a copy of the investigation and or discipline has been or will be forwarded to the prosecutor and Criminal Justice Training Center in accordance with state law.

**13.4.1 Employee's Response:** The affected employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) orally or in writing, normally within seven (7) days of receiving the information and materials provided by the City in Section 13.3 above and to do so prior to the Pre-Disciplinary meeting.

**13.4.2. Pre-Disciplinary Meeting:** A formal opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or his designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Guild. This meeting shall be informal. The employee shall be given full opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

**13.4.3 City's Decision:** Within a reasonable time, but not beyond forty-five (45) calendar days from the date of the Pre-Disciplinary meeting, the Chief of Police or his designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

**13.5 Investigative Interviews/Internal Affairs Investigation:** The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a suspension without pay, demotion, or discharge for that employee, shall be conducted under the following conditions and procedures:

a. The suspect employee shall be informed, in writing; at a reasonable time in advance of the interview whether or not the City believes the employee is a suspect in the investigation, with a copy of the notice to the Guild.

b. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative will be afforded prior to the interview.

c. The requirements of Sections 13.4.a and 13.4.b of this Section shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) notices to the suspect employee would jeopardize

the administrative investigation.

d. After a complainant has been interviewed regarding an action or inaction of a suspect employee and the City deems further investigation is necessary, the suspect employee shall be provided a copy of the complaint as soon as practical, with a copy forwarded to the Guild. The Guild agrees not to use the complaint to interfere with, manipulate or obstruct the investigation.

e. The suspect employee shall have the right to have a Guild representative present during any interview which may reasonably result in a suspension without pay, demotion or discharge of the suspect employee.

   The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Guild representative, but during the interview the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Guild representative.

f. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.

g. The City may schedule the interview outside of the employee's regular working hours; however, in that event the appropriate overtime rate and/or irregular hour's payment shall be made to the employee.

h. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.

i. The employee shall not be subject to abusive or offensive language or to coercion, nor shall interrogators make promises of rewards or threats of harm as inducements to answer questions.

j. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.

k. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about information that is developed during the course of the interview.

l. If the Police Department tape records the interview, a copy of the complete tape-recorded interview of the suspect employee, noting the length of all recess periods, shall be furnished the employee upon the suspect employee's written request. If the

interviewed suspect employee is subsequently charged with misconduct, the City shall provide a complimentary copy of any tapes to the Guild on behalf of the employee.

m. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.

n. The employee and the Guild shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

## ARTICLE XIV - GRIEVANCE PROCEDURE

**14.1** For the purpose of this Agreement, the term "grievance" shall be considered to be an employee or Guild complaint concerning:

a. Any disciplinary action, except for a verbal reprimand, and except for employees serving an initial probationary period who are discharged.

b. Any matter relating to the interpretation and application of this Agreement.

c. Any act or condition with reference to wages, hours or working conditions which the Guild or any bargaining unit employee believes violated of any term of the Agreement.

**Step 1:**

a. Any alleged grievance shall be taken up with the employee's immediate supervisor within 15-calendar days of its alleged occurrence or within 15 calendar days of when the employee first had or should have had knowledge of the alleged grievance. The parties agree to make every effort to settle the grievance promptly at this level.

b. In the event the grievance is unresolved, the Guild and employee shall determine whether to appeal the grievance through the Civil Service Commission or process the grievance to Step 2 of the grievance procedure contained herein within five (5) calendar days of the meeting with the employee's immediate supervisor. This selection remedy shall prohibit the employee from later choosing and proceeding with the other remedy. Should the employee choose to file an appeal with the Civil Service Commission, the Guild and the employee shall provide the City with written notice of such election.

**Step 2:**

Should an employee choose to apply the following procedure in this Article, the grievance shall be reduced to written form by the aggrieved employee and the Guild stating the section of the Agreement violated and explaining the grievance in detail and remedy

sought. The employee and/or the Guild representative shall present the written grievance to the Chief of Police who will conduct a meeting with the employee and the Guild within ten (10) calendar days of receipt of the written grievance. The Chief of Police shall make a decision on the matter in writing within 15 calendar days from such meeting, and the Chief shall deliver such decision to the employee and the Guild.

**Step 3:**

Any grievance remaining unresolved after the decision has been rendered in Step 2 shall be transmitted to the Mayor and/or his/her designee in writing within fifteen (15) calendar days whereupon he/she may conduct a meeting with the involved parties within 15 calendar days of the receipt of the written grievance. The Mayor and/or his/her designee shall render a decision within 15 working days of such meeting.

**Step 4:**

If, after Step 3 above, the grievance remains unresolved, the Guild shall notify the City of their intent to submit the matter to a neutral arbitrator for final, binding resolution within fifteen (15) calendar days. Each party shall bear the costs of presenting their case. The Arbitrators' fee shall be paid by the losing party as determined by the arbitrator. If the parties are unable to select a mutually agreeable arbitrator within five (5) working days of receipt of the Guild's written notice to the City to seek arbitration of the grievance, the Guild shall request, PERC to provide a list of seven (7) arbitrators with offices in Washington and Oregon from which the parties shall alternatively strike names. The order of striking shall be determined by coin toss.

For grievances involving discipline, under RCW 41.58.070, effective January 1, 2022, Public Employment Relations Commission (PERC) will select and assign an arbitrator or a panel of arbitrators to law enforcement grievance arbitration. Either party may petition the PERC executive director to have an assigned arbitrator removed due to a conflict of interest that may reasonably be expected to materially impact the arbitrator's impartiality. If the petition is accepted by PERC, another arbitrator or panel of arbitrators will be assigned.

**14.2** Time limits referred to in this Article must be strictly adhered to, but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. Should the City fail to comply within the time allowed by this Article, the grievance will be automatically advanced to the next step. If the Guild fails to comply with the time allotted by this Article, the grievance shall be deemed to have been abandoned and the right to grieve is waived.

## ARTICLE XV - WORK STOPPAGES

**15.1** The City and the Guild agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild or employees shall not cause or condone any work stoppage, including any strike or slowdown. Any concerted action by any employee in the bargaining unit shall be deemed a work stoppage if any of the above activities has occurred.

## ARTICLE XVI – PROBATIONARY PERIOD

**16.1** All new employees shall serve a probationary (trial) period of eighteen (18) months and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement. All employees who have been employed for more than eighteen (18) months shall be known as permanent employees and the trial period shall be considered part of their seniority time. Periods of leave without pay, or employees in a shared leave status, for over 80 consecutive hours shall not count towards the eighteen (18) month trial period.

**16.2** All lateral hire employees shall serve a probationary (trial) period of twelve (12) months and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement. Periods of leave without pay, or employees in a shared leave status, for over 80 consecutive hours shall not count towards the twelve (12) month trial period.

**16.3** Should an employee be promoted, there shall be a twelve (12) month promotional (trial) probation period. Should the promoted employee's performance be deemed inadequate by management during that time period, the employee shall be returned to his/her prior position with the City. Periods of leave without pay, or employees in a shared leave status, for over 80 consecutive hours shall not count towards the twelve (12) month trial period.

## ARTICLE XVII – LATERAL HIRES

**17.1 Washington Experience:** A new employee (certified or certifiable) with police experience in Washington and hired under the criteria of the City's lateral entry program shall be placed at Step 2, 3 or 4 of the salary range, at the discretion of the City, up to a maximum starting pay of one (1) step below the top step of the Police Officer salary range. An employee will be eligible to advance one (1) step after successful completion of probation.

**17.2 Out-of-State Experience:** A new employee (certified or certifiable) with out-of-state police officer experience and hired under the criteria of the City's lateral entry program, shall initially be hired at the first step of the salary schedule. Upon certification from Washington State Criminal Justice Training Commission (WSCJTC) that the employee's out-of-state training is equivalent to the WSCJTC Basic Training Program, the employee shall be placed at Step 2, 3 or 4 of the salary range, at the discretion of the City, up to a maximum starting pay of one (1) step below the top step of the Police Officer salary range, retroactive to the hire date. An employee will be eligible to advance one (1) step after successful completion of probation.

## ARTICLE XVIII - LAYOFFS

**18.1 Standard:** In the event of a layoff, employees shall be laid off on the basis of inverse seniority, provided the employee possesses the demonstrated abilities to perform the duties as required to carry out the mission of the Department. For purposes of administering this Article, seniority is defined as the length of an employee's continuous service in a classification since the last date of hire in that classification.

**18.2 Bumping:** Any Bargaining Unit employee who is to be laid off who had advanced to their present classification from a lower classification within the Bargaining Unit in which they held a regular appointment shall be offered a position in the lower classification. Seniority for the purpose of bumping to the lower classification shall be the aggregate of the Bargaining Unit employee's seniority in the lower classification and all higher classifications.

**18.3 Recall:** No new employees shall be hired in a classification until all employees on layoff status in that classification have had an opportunity to return to work. Layoff status shall not extend beyond twelve (12) months. Employees will be called back from layoff in the inverse order of layoff, provided the employee possesses the demonstrated abilities to perform the duties as required. An employee on layoff status shall accept or decline an opening within seven (7) days of notification. The employee is obligated to keep the City informed of his/her current address. When recall occurs, the City will notify the employee through certified mail. An employee's denial or acceptance of the recall shall be conveyed in writing. In the event the employee declines or fails to notify the City in the above-specified time, all recall rights will be waived.

## ARTICLE XIX - PREVAILING RIGHTS

**19.1** This Agreement shall not operate to reduce any benefits specified in this Agreement which are now more favorably enjoyed by any employee’s covered herein.

## ARTICLE XX - SAVINGS CLAUSE

**20.1** If any Article of this Agreement or any Addendum thereto be held invalid by operation of law or by an tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addendums thereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a; mutually satisfactory replacement of such Article.

## ARTICLE XXI - SENIORITY

**21.1 Definition:** "Seniority," as used in this Agreement, is determined by the length of an employee's continuous employment with the Sumner Police Department since the last date of hire. When an employee takes a leave of absence without pay for more than thirty (30) consecutive calendar days, the time spent on leave does not count toward seniority accrual, except as otherwise allowed by state or federal statutes.

**21.2 Seniority List:** Upon request, the City will provide the Guild with a copy of the seniority for the department members. Upon request by the Guild, the Guild will be notified of changes to the list.

**21.3 Loss of Seniority:** An employee shall lose all seniority in the event of discharge or voluntary termination.

## ARTICLE XXII - DURATION

This Agreement shall be in effect January 1, 2024, and it shall remain in full force and effect for a three-year period ending on midnight, December 31, 2026. Either party wishing to terminate, amend or modify such contract must notify the other party, in writing, during the effective period of the contract.

**IN WITNESS WHEREOF** the parties have executed this Agreement the day and year first above mentioned and written.

| **CITY OF SUMNER** | | **SUMNER POLICE GUILD** | |
|---|---|---|---|
| Kathy Hayden, Mayor | Date | Ken Patten, President | Date |
| Jason Wilson, City Administrator | Date | Matt Eller, Vice President | Date |

**Attest:**

| | |
|---|---|
| Michelle Converse, City Clerk | Date |

## APPENDIX "A"—WAGES

### Section 1. Wage Rates for Commissioned Personnel

**General Wage Adjustments:**

a. Effective January 1, 2024, employee base wages shall increase by 9.0%
b. Effective January 1, 2025, employee base wages shall be increased by 4.0%
c. Effective January 1, 2026 employee base wages shall be increased by 3.0%

**Contract Ratification Payment:**

In lieu of retroactive pay, if this contract is ratified by the Guild by December 20th, 2023 the City will pay a ratification bonus of $500 paid to each employee covered under this agreement.

**Sergeant's Pay:**

The Sergeant's premium pay shall be 19.0% above the Police Officer's top-step wage rate.

**2024 Wage Rates – 9% Increase:**

| POSITION | BAND | STEP | HOURLY RATE | PERIOD PAY |
|---|---|---|---|---|
| Police Officer | PC1 | 1 | $ 42.58 | $ 3,406.34 |
| | | 2 | $ 44.70 | $ 3,575.87 |
| | | 3 | $ 46.95 | $ 3,755.97 |
| | | 4 | $ 49.33 | $ 3,946.64 |
| | | 5 | $ 51.80 | $ 4,143.85 |
| | | 6 | $ 54.48 | $ 4,358.66 |
| Police Officer Detective | PC2 | 6 | $ 57.21 | $ 4,576.49 |
| Police Officer Sergeant | PC3 | 6 | $ 64.83 | $ 5,186.73 |

**2025 Wage Rates – 4% Increase:**

| POSITION | BAND | STEP | HOURLY RATE | PERIOD PAY |
|---|---|---|---|---|
| Police Officer | PC1 | 1 | $ 44.28 | $ 3,542.40 |
| | | 2 | $ 46.49 | $ 3,719.20 |
| | | 3 | $ 48.83 | $ 3,906.40 |
| | | 4 | $ 51.30 | $ 4,104.00 |
| | | 5 | $ 53.87 | $ 4,309.60 |
| | | 6 | $ 56.66 | $ 4,532.80 |
| Police Officer Detective | PC2 | 6 | $ 59.50 | $ 4,760.00 |
| Police Officer Sergeant | PC3 | 6 | $ 67.42 | $ 5,393.60 |

**2026 Wage Rates – 3% Increase:**

| POSITION | BAND | STEP | HOURLY RATE | PERIOD PAY |
|---|---|---|---|---|
| Police Officer | PC1 | 1 | $ 45.61 | $ 3,648.80 |
| | | 2 | $ 47.88 | $ 3,830.40 |
| | | 3 | $ 50.29 | $ 4,023.20 |
| | | 4 | $ 52.84 | $ 4,227.20 |
| | | 5 | $ 55.49 | $ 4,439.20 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | 6 | $ | 58.36 | $ | 4,668.80 |
| Police Officer Detective | PC2 | 6 | $ | 61.29 | $ | 4,903.20 |
| Police Officer Sergeant | PC3 | 6 | $ | 69.44 | $ | 5,555.20 |

**Section 3. Deferred Compensation**

The City shall contribute monthly to the Guild employee's deferred compensation plan. The City will contribute each month to deferred compensation accounts of two hundred and fifty dollars ($250.00) with no contribution match from the Employee required.

**Section 4. Flexible Spending Account**

The City shall provide access to a limited section 125 Flexible Spending Account (FSA) to employees. Employees may contribute their own funds up to the plan maximum to be used for dental, vision or childcare.

**Section 5. Definitions**

**Base Pay:** The employees negotiated hourly rate. Base pay does not include any incentive or premium pays.

**Regular Rate of Pay:** The adjusted hourly rate including all incentive and premium pays. In articles of this Agreement that reference an hourly calculation tied to the regular rate of pay the hourly rate is based on a 2,080-hour annual work year.

**Pyramiding:** Premium pays don't stack. All premium pays are calculated off of the base hourly pay. For example, education premium and longevity pay are calculated off of the base pay independently, then added to the base pay which then creates the regular hourly rate of pay.

**APPENDIX "B"—EMPLOYEE RIGHTS**
**to the**
**AGREEMENT**
**by and between the**
**CITY OF SUMNER**
**and the POLICE GUILD**

## EMPLOYEE RIGHTS

No employee shall, by reason of his employment, be deprived of any rights or freedoms which are afforded to other citizens of the United States by the United States Constitution.

Unless *Garrity* rights are administered, no employee shall be compelled by the City to give self-incriminating information, either verbal or written, during any criminal investigation when such investigation involves allegations against him/herself nor in any internal investigation which could lead to a criminal charge against him/herself. Any refusal by an employee to give self-incriminating information under these conditions will not result in his termination, suspension, reprimand, transfer or any other form of disciplinary action by the City.

**Section 1. Discipline and Discharge.** All discipline must be based upon just cause. Any discipline shall be imposed in a manner least likely to embarrass the employee before the public or other employees. Any disciplinary action imposed upon an employee may be the basis for a grievance through the regular grievance procedure, unless otherwise provided in this Agreement.

Disciplinary actions or measures shall include the following: verbal reprimands; written reprimand or written letters of warning; suspension; demotion; or discharge. Discipline shall be progressive in nature but may be imposed at any level as determined by the severity of the conduct involved and all relevant circumstances.

**Section 2. Employee Rights.**

All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Employee Rights". The wide-ranging powers and duties given to the department and its employees involve them in all manners of contacts and relationships with the public. Of these contacts come many questions concerning the actions of employees of the force. These questions often require an immediate investigation by superior officers designated by the Chief of Police. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated.

a. Whenever the Chief of Police or the designated alternate of the Chief of Police decides to conduct a formal internal affairs investigation, any employee who is the subject of the complaint shall be informed in writing of the nature of the investigation, and advised of the rights of the employee before any interview of the employee begins. Written notice shall include sufficient information necessary to reasonably apprise the employee of the allegations of such complaint.

b. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.

c. The interview, which shall not violate the employee's constitutional rights, shall take place at the Sumner Police Station facility, except where impractical. The employee shall be afforded the opportunity and facilities to contact and consult privately with an attorney of the employee's own choosing and/or a representative of the Guild. Said attorney and/or representative of the Guild may be present during the interview but shall not participate in the interrogation except to counsel the employee. The Guild representative or attorney may participate to the extent permitted by law. At the conclusion of the interview, the Guild representative or attorney shall be afforded a reasonable opportunity to ask clarifying questions.

d. The questioning shall not be overly long and the employee shall be entitled reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls and rest periods.

e. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to obtain the resignation of the employee nor shall the employee be intimidated in any manner. No promises or reward shall be made as an inducement to answer questions.

f. It shall be unlawful for the City to require an employee covered by this agreement to take or be subjected to any polygraph or any polygraph type of examination as the condition of continued or continuous employment or to avoid any threatened disciplinary action.

g. At the employee's request, the interrogation shall be recorded on tape by management. One copy shall be provided to the Guild representative or employee. Three (3) days prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition and shall be furnished a copy of the investigation report to include a list of all exhibits, provided that the City is not required to release statements made by persons requesting confidentiality, and provided further, such confidential statements may not be relied upon to form the sole basis of discipline.

h. **Personnel Records:** The Police Department shall maintain only one (1) working personnel file for each employee. The City Human Resources Division will retain the permanent personnel file. This does not preclude a supervisor from maintaining notes regarding an employee's performance, or the department from maintaining computerized records relating to training, promotion, assignment, or similar data.

   Disciplinary documentation will be retained in accordance with state retention requirements. Per RCW 40.14.070: Personnel records for any peace officer or

corrections officer must be retained for the duration of the officer's employment and a minimum of 10 years thereafter. Such records include all misconduct and equal employment opportunity complaints, progressive discipline imposed including written reprimands, supervisor coaching, suspensions, involuntary transfers, other disciplinary appeals and litigation records, and any other records needed to comply with the requirements set forth in RCW 43.101.095 and 43.101.135. The City will retain any documentation as required by State or Federal Law and in accordance with state retention requirements.

Upon receiving a request for all or part of a personnel file, outside of the management chain, the affected employee shall be notified of the request, and the information shall not be released for a period of three (3) business days from the time of said notification, except upon service of a court order or subpoena properly recorded and signed by a judge or magistrate demanding immediate release. The City Attorney will advise the department in all matters pertaining to the release of information contained in a personnel file. Unless prohibited by law or court order, no information which has been retained in a personnel file beyond the time limits established by this contract will be released.

**APPENDIX "C"—TAKE HOME VEHICLES**
**to the**
**AGREEMENT**
**by and between the**
**CITY OF SUMNER**
**and the POLICE GUILD**

The City, as an exercise of its management rights has decided to begin a take home vehicle program for all full-time, fully commissioned, sworn officers. The City agrees to amend Sumner Police Department Policy #703 to implement the program no later than December 31, 2015. Although it is anticipated that there will be backup vehicles available, there may be an occasion due to maintenance demands, vehicle accidents, or other similar circumstances, where there may be insufficient vehicles for each officer to have a vehicle to take home. In that case, the officer would be required to obtain alternative transportation to and from the City and the officer would not be entitled to additional compensation as a result of a vehicle not being available.

**CITY COUNCIL MEETING**
**DATE: January 16, 2024**
**AGENDA BILL: 24-3908**

**SUBJECT:** Approval of the minutes from the January 2, 2024, regular council meeting and the 8th of January 2024, study session

**CATEGORY:** Consent

**BUDGET IMPACT:**
Expenditure Required: None

Within Budget Allocation: N/A

**ATTACHMENTS:**
1. January 2, 2024 Regular Meeting
2. January 8, 2024 Study Session

**STAFF CONTACT:** Michelle Converse, City Clerk

**SUMMARY BACKGROUND:**
Minutes from the previous two council meetings.

**COUNCIL COMMITTEE/STUDY SESSION:**
**MEETING/STUDY SESSION DATE:**
**COMMITTEE RECOMMENDATION:**

**STAFF RECOMMENDATIONS/MOTION:**
Approve as presented.

CITY OF SUMNER WASHINGTON

**CITY COUNCIL MEETING AGENDA**
**City Hall – 1104 Maple Street**
**January 2, 2024 6:00 PM**

*The city conducted this public meeting using a hybrid model, in-person and on the Zoom platform.*

Staff present: Wilson, Marquez, Windish, Kosa, Palmer, Barber, Steffens and Moericke

THE REGULAR COUNCIL MEETING OF THE SUMNER CITY COUNCIL WAS CALLED TO ORDER BY MAYOR HAYDEN AT 6:00PM.

## CALL TO ORDER

Pledge of Allegiance
Invocation
Roll Call: Bitetto, Cole, and Stuard

## OATH OF OFFICE

Carla Bowman, Curt Brown and Andy Elfers were administered the Oath of Office by Mayor Hayden. Mayor Hayden welcomed the newest and returning councilmembers. After the Oath of Office Councilmembers Bowman, Brown and Elfers joined the meeting.

## CONSENT AGENDA

MOVED BY BITETTO SECONDED BY STUARD TO APPROVE THE CONSENT AGENDA

1. Approval of the minutes from the Special Council meeting of December 11, 2023.
2. Approval of check and electronic payments in the amount of $1,360,981.21.

PASSED BY VOICE VOTE

## PRESENTATION

City Administrator Jason Wilson made a short presentation regarding the process used to fill the council vacancy that was created when Cindi Hochstatter announced her retirement effective December 31, 2023. The City Council concurred with the process which will move forward.

## PUBLIC HEARING

There wasn't one tonight.

## REGULAR BUSINESS

1. **Unfinished Business**

2. **Public Comment**

Nick Bierman, Parker Road East. Spoke about the Ryan House and the Growth Management Lawsuit.

Randall Adams of 63rd Court East shared his thoughts on miscellaneous topics including the Ryan House.

DRAFT

3. **New Business**

a. **Election of Deputy Mayor**

MOVED BY BITETTO SECONDED BY ELFERS TO HOLD THE ELECTION FOR DEPUTY MAYOR.

City Administrator Jason Wilson spoke to the topic.

Mayor Hayden asked for nominations. Councilmember Bitetto nominated Pat Cole. Councilmember Brown nominated Barbara Bitetto.

COUNCILMEMBER ELFERS MOTIONED TO CLOSE THE NOMINATIONS, SECONDED BY STUARD. NOMINATIONS WERE CLOSED BY VOICE VOTE.

WHEN THE CLERK CALLED THE COUNCILMEMBERS NAMES, THEY ANNOUNCED THEIR CHOICE.

COUNCILMEMBER COLE RECEIVED FIVE VOTES AND COUNCILMEMBER BITETTO RECEIVED ONE VOTE.

COUNCILMEMBER COLE WILL SERVE IN THE ROLL OF DEPUTY MAYOR OF 2024,

b. **2024 Committee Selection**

MOVED BY COLE SECONDED BY ELFERS TO MAKE COUNCIL COMMITTEE SELECTIONS FOR 2024/2025.

City Administrator Jason Wilson addressed the Council.

COUNCILMEMBER BITETTO MADE AN AMENDMENT TO THE MOTION TO UTILIZE THE JANUARY 3, 2022, COMMITTEE SELECTIONS, REPLACING FORMER COUNCILMEMBER REED WITH COUNCILMEMBER BOWMAN AND FORMER COUNCILMEMBER NEUMAN WITH COUNCILMEMBER ELFERS, AND DELAY THE 2024-26 COMMITTEE SELECTION UNTIL AFTER THE VACANT COUNCILMEMBER POSITION IS APPOINTED. SECONDED BY COUNCILMEMBER ELFERS.

Discussion ensued,

THE AMENDED MOTION PASSED BY ROLL CALL VOTE.

**c. Rainier Cable Commission Appointment**

MOVED BY BITETTO SECONDED BY COLE TO DISCUSS THE RAINIER CABLE COMMISSION APPOINTMENT.

City Administrator Jason Wilson addressed the council.

Mayor Hayden asked if any councilmember was interested in volunteering. Councilmember Bowman volunteered.

DRAFT

PASSED BY VOICE VOTE.

**d. Pierce County Regional Council Representative Selection**
MOVED BY ELFERS SECONDED BY COLE TO DISCUSS THE PIERCE COUNTY REGIONAL COUNCIL REPRESENTATIVE SELECTION.

City Administrator Jason Wilson spoke to the topic.

Mayor Haydon asked for volunteers. Councilmember Elfers volunteered.

PASSED BY VOICE VOTE.

Mayor Hayden asked for volunteers for an alternate. Deputy Mayor Cole volunteered.

PASSED BY VOICE VOTE.

4. **Reports**
   a. **Council**

Councilmember Brown welcomed the new councilmembers.

Councilmember Bitetto also welcomed the new councilmembers and congratulated Deputy Mayor Cole.

Councilmember Stuard replied, "ditto".

Deputy Mayor Cole welcomed the newest councilmembers and thanked everyone for their vote of confidence in selecting her to serve as Deputy Mayor. She knows that she will enjoy it.

Councilmember Elfers thanked Deputy Mayor Hochstatter for her years of service and was very much looking forward to working with her.

Councilmember Bowman looks forward to serving on the City Council and becoming very involved.

   b. **City Administrator**

City Administrator Jason Wilson reported on the following:
**Miscellaneous:**

- January 8th – Study Session
  - Strategic Tourism Plan
  - Zoning Code Amendment – Essential Public Facilities
  - Maple Street Pedestrian Signal – Bid Rejections
  - Executive Session for labor negotiations
- January 16th – Regular Council Meeting
  - Collective Bargaining Agreements with the Police Guild
  - Contract Agreement for Public Defender
  - Resolution rejecting all bids for the Maple Street Pedestrian Signal
  - Ordinance amending the zoning code for Essential Public Facilities
  - Ordinance amending the 2024 Compensation Schedule

DRAFT

c. **Mayor**

Mayor Hayden hoped everyone had a safe holiday and she is looking forward to the busy year ahead.

She thanked the newest Councilmembers, Bowman and Elfers for their service.

If you are taking down decorations, the Sumner High School marching band would like your tree. They are recycling trees this Saturday, January 6th in front of the High School for $10.00.

E**xecutive Session**

There was none tonight.

5. **Adjournment**

With no other matters before the Council, Mayor Hayden adjourned the meeting at 6:42pm. Councilmembers concurred.

ATTEST:

_____

Michelle Converse, City Clerk

_____

Kathy Hayden, Mayor

DRAFT

CITY OF SUMNER WASHINGTON

**STUDY SESSION MINUTES**
**City Hall – 1104 Maple Street**
**January 8, 2024 6:00 PM**

*The city conducted this public meeting using a hybrid model, in-person and Zoom.*

Staff present: Wilson, Marquez, Windish, Palmer, Beagle, Moericke, Steffens, McNeilly, Barber and Kosa

Mayor Hayden called to order the Study Session, at 6:00pm.

**CALL TO ORDER**

Roll Call: Bitetto, Bowman, Brown, Cole, Elfers and Stuard

**REGULAR BUSINESS**

1. Sumner Strategic Tourism Plan
*(Communications Director Carmen Palmer)*

**CITY ADMINISTRATOR REPORT**

**AGENDA SETTING**

**EXECUTIVE SESSION**
Mayor Hayden adjourned the study session into Executive Session at 6:40 for a period not to exceed 30 minutes for the purpose of discussing with legal counsel labor negotiations, pursuant to RCW 42.30.140(4)(a) and to discuss with legal counsel representing the agency for litigation or potential litigation per RCW 42.30.110(1)(i). There will be no action to follow.

Executive Session was extended at 7:10pm for an additional 15 minutes.

Mayor Hayden reconvened in the study session at 7:25pm.

**ADJOURNMENT**
With no additional business, Mayor Hayden adjourned the meeting at 7:25pm.

Attest:

_____
Kathy Hayden, Mayor

_____
Michelle Converse, City Clerk

Draft

**CITY COUNCIL MEETING**
**DATE: January 16, 2024**
**AGENDA BILL: 24-20**

**SUBJECT:** Forestry & Parks Commissioner Appointment - Gamon **CATEGORY:** Motion

**BUDGET IMPACT:**
Expenditure Required: None Within Budget Allocation: N/A

**ATTACHMENTS:**
1. Gamon Commission Applicaiton

**STAFF CONTACT:** Derek Barry, Community Services Manager

**SUMMARY BACKGROUND:**
Mayor Hayden is seeking confirmation of Forestry & Parks Commission member, John Gamon.

The Sumner Forestry & Parks Commission consists of up to twelve (12) members who are appointed by the Mayor and confirmed by the City Council. The members are to be selected without respect to political affiliation and shall serve a four-year (4) term without compensation.

John lives in Sumner and enjoys our parks and open space. He has a background in natural ecosystems and brings grant process experience. He is a retired Program Manager with Washington States' Department of Natural Resources (Natural Areas).

**COUNCIL COMMITTEE/STUDY SESSION:**
**MEETING/STUDY SESSION DATE:**
**COMMITTEE RECOMMENDATION:**

**STAFF RECOMMENDATIONS/MOTION:**
Confirm appointment of John Gamon to the Forestry & Parks Commission to a term expiring April 30, 2027.

Print Form

# COMMISSION APPLICATION

CITY OF SUMNER WASHINGTON

*Thank you for your interest in serving on a City of Sumner commission. We value the contributions that volunteers make in keeping Sumner a great place. This application will help us better understand your background.* ***Please fill out electronically or print clearly.***

I am interested in serving on the following:

□ **ARTS & CULTURE** □ **CIVIL SERVICE** □ **DESIGN** □ **LODGING TAX** ■ **PARKS/FORESTRY** □ **PLANNING**

**Name**: John Gamon **Contact Phone**: [redacted]

**Address**: [redacted]

**Email**: [redacted]

**Occupation** (*if retired, please indicate former occupation or profession*):

Retired Program Manager, WA ST DNR (Natural Areas).

**Education**: B.S. in Biology (UW, 1973), M.S. in Biology (EWU, 1978)

**Professional and / or Community Involvement**:
RCO volunteer / grant evaluation panels

**Why are you interested in serving on this commission?**
I've lived in Sumner for more than 30 years. It's a great place to live. I want to see the quality of the parks and overall natural environment in Sumner be maintained and even improved upon where appropriate and feasible. I feel my background and expertise regarding natural ecosystems in Washington, as well as my background and history of successfully pursuing grant funding, can be assets for Sumner.

**Have you previously served on a City commission?** □ **Yes** ■ **No**

**If yes, which one(s)**:

*Please note that all information on this form becomes public information when submitted.*

Return completed form to City of Sumner, 1104 Maple Street, Sumner, WA 98390
OR email: michellec@sumnerwa.gov

**CITY COUNCIL MEETING**
**DATE: January 16, 2024**
**AGENDA BILL: 24-3840**

**SUBJECT:** 2024 Compensation Schedule Amendment **CATEGORY:** Ordinance

**BUDGET IMPACT:**
Expenditure Required: None Within Budget Allocation: N/A

**ATTACHMENTS:**
1. Ordinance No. 2879 - 2024 Comp Schedule Amendment

**STAFF CONTACT:** Jeff Steffens, Administrative Services Director

**SUMMARY BACKGROUND:**
Council recently approved Collective Bargaining Agreements with the Sumner Police Guild representing both Non-Commissioned and Commissioned employees which established those employees' 2024 salaries. This Ordinance amends the 2024 Compensation Schedule which was passed late last year to include wages included in the recently approved labor agreement.

**COUNCIL COMMITTEE/STUDY SESSION:**
**MEETING/STUDY SESSION DATE:**
**COMMITTEE RECOMMENDATION: Do-Pass**

**STAFF RECOMMENDATIONS/MOTION:**
Adopt Ordinance 2879 amending the 2024 Compensation Schedule

**ORDINANCE NO. 2879**
**CITY OF SUMNER, WASHINGTON**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, ADMENDING THE 2024 COMPENSATION SCHEDULE FOR NON-COMMISSIONED EMPLOYEES AND COMMISSIONED EMPLOYEES REPRESENTED BY THE SUMNER POLICE GUILD.**

**WHEREAS,** the City is required to adopt an annual Compensation Schedule; and

**WHEREAS,** the City has established a 2024 Compensation Schedule for the non-represented employees and represented members of Teamsters Local 313; and

**WHEREAS,** the City has an approved Collective Bargaining Agreements (CBA) with the Sumner Police Guild representing both Non-Commissioned and Comissioned employees; and

**WHEREAS,** the dollar amounts in Exhibit A for Sumner Police Guild employees includes 2024 wages outlined in their CBA.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1. Adoption.** The City of Sumner 2024 Compensation Schedule for non-represented employees and represented employees of the International Brotherhood of Teamsters Local No. 313 and Sumner Police Guild attached hereto as Exhibit A, covering the period from January 1, 2024 through December 31, 2024, is hereby amended.

**Section 2. Severability.** The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

**Section 3. Effective date.** This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

**Section 4. Corrections by City Clerk or Code Reviser.** Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 16th day of January 2024.

Mayor Kathy Hayden

**ATTEST:**

City Clerk Michelle Converse, CMC

**APPROVED AS TO FORM:**

City Attorney Andrea Marquez

***First Reading:*** ***1/16/24***
***Date Adopted:*** ***1/16/24***
***Date of Publication:***
***Effective Date:***

## 2024 COMPENSATION TABLE

Effective 01/01/2024 Updated 1/8/2024

| PART-TIME, TEMPORARY, NON-REPRESENTED, NON-EXEMPT | | | | | |
|---|---|---|---|---|---|
| CLASSIFICATION | TYPICAL POSITION TITLES | BAND | STEP | HOURLY RATE | PERIOD PAY |
| SEASONAL | Laborer | SEA1 | 1 | $ 20.00 | |
| | | | 2 | $ 22.00 | |
| | | | 3 | $ 24.00 | |
| | | | 4 | $ 26.00 | |
| | | | 5 | $ 28.00 | |
| | Intern | SEA2 | 1 | $ 25.00 | |
| | | | 2 | $ 30.00 | |
| | | | 3 | $ 35.00 | |
| | | | 4 | $ 40.00 | |
| | | | 5 | $ 45.00 | |
| TEMPORARY | Temporary Administrative | TMP1 | 1 | $ 25.00 | |
| | | | 2 | $ 30.00 | |
| | | | 3 | $ 35.00 | |
| | | | 4 | $ 40.00 | |
| | | | 5 | $ 45.00 | |
| | Temporary Professional | TMP2 | 1 | $ 55.00 | |
| | | | 2 | $ 60.00 | |
| | | | 3 | $ 65.00 | |
| | | | 4 | $ 70.00 | |
| | | | 5 | $ 75.00 | |
| PART-TIME HOURLY | Animal Care Technician | HR1 | 1 | $ 16.00 | |
| | | | 2 | $ 18.00 | |
| | | | 3 | $ 20.00 | |
| | | | 4 | $ 22.00 | |
| | | | 5 | $ 24.00 | |
| | Pollution Prevention Specialist | HR2 | 1 | $ 32.00 | |
| | | | 3 | $ 34.00 | |
| | | | 5 | $ 36.00 | |

| NON-REPRESENTED, NON-EXEMPT | | | | | |
|---|---|---|---|---|---|
| CLASSIFICATION | TYPICAL POSITION TITLES | BAND | STEP | HOURLY RATE | PERIOD PAY |
| LABOR | Custodial Technician | 21 | 1 | $ 24.49 | $ 1,959.20 |
| | | | 2 | $ 25.89 | $ 2,071.20 |
| | | | 3 | $ 27.38 | $ 2,190.40 |
| | | | 4 | $ 28.95 | $ 2,316.00 |
| | | | 5 | $ 30.61 | $ 2,448.80 |
| PROFESSIONAL | Technician, Administrative Assistant, Specialist, Assistant Planner | 31 | 1 | $ 30.35 | $ 2,428.00 |
| | | | 2 | $ 32.09 | $ 2,567.20 |
| | | | 3 | $ 33.92 | $ 2,713.60 |
| | | | 4 | $ 35.86 | $ 2,868.80 |
| | | | 5 | $ 37.92 | $ 3,033.60 |
| | | 32 | 1 | $ 31.41 | $ 2,512.80 |
| | | | 2 | $ 33.21 | $ 2,656.80 |
| | | | 3 | $ 35.12 | $ 2,809.60 |
| | | | 4 | $ 37.12 | $ 2,969.60 |
| | | | 5 | $ 39.26 | $ 3,140.80 |
| | | 33 | 1 | $ 33.00 | $ 2,640.00 |
| | | | 2 | $ 34.90 | $ 2,792.00 |
| | | | 3 | $ 36.90 | $ 2,952.00 |
| | | | 4 | $ 39.01 | $ 3,120.80 |
| | | | 5 | $ 41.25 | $ 3,300.00 |

| | | | | | |
|---|---|---|---|---|---|
| TECHNICAL | Administrator, Analyst, Assistant Engineer, Associate Planner, Building/Plans Inspector, Coordinator, GIS/CAD Specialist, IT Technician, Professional Standards Officer | 41 | 1 | $ 36.20 | $ 2,896.00 |
| | | | 2 | $ 38.28 | $ 3,062.40 |
| | | | 3 | $ 40.47 | $ 3,237.60 |
| | | | 4 | $ 42.79 | $ 3,423.20 |
| | | | 5 | $ 45.24 | $ 3,619.20 |
| | | 42 | 1 | $ 37.26 | $ 2,980.80 |
| | | | 2 | $ 39.40 | $ 3,152.00 |
| | | | 3 | $ 41.66 | $ 3,332.80 |
| | | | 4 | $ 44.05 | $ 3,524.00 |
| | | | 5 | $ 46.57 | $ 3,725.60 |
| | | 43 | 1 | $ 40.46 | $ 3,236.80 |
| | | | 2 | $ 42.78 | $ 3,422.40 |
| | | | 3 | $ 45.23 | $ 3,618.40 |
| | | | 4 | $ 47.82 | $ 3,825.60 |
| | | | 5 | $ 50.56 | $ 4,044.80 |
| | | 44 | 1 | $ 42.59 | $ 3,407.20 |
| | | | 2 | $ 45.03 | $ 3,602.40 |
| | | | 3 | $ 47.61 | $ 3,808.80 |
| | | | 4 | $ 50.34 | $ 4,027.20 |
| | | | 5 | $ 53.23 | $ 4,258.40 |

**NON-REPRESENTED, EXEMPT**

| CLASSIFICATION | TYPICAL POSITION TITLES | BAND | STEP | HOURLY RATE | PERIOD PAY |
|---|---|---|---|---|---|
| OPERATIONS MANAGERS | Building Official, Communications Director, Senior Planner, Superintendent, Operational Manager, Associate Engineer, Assistant Attorney, Project Manager | 61 | 1 | | $ 3,577.81 |
| | | | 2 | | $ 3,782.50 |
| | | | 3 | | $ 3,999.27 |
| | | | 4 | | $ 4,228.58 |
| | | | 5 | | $ 4,470.92 |
| | | 62 | 1 | | $ 3,662.77 |
| | | | 2 | | $ 3,872.77 |
| | | | 3 | | $ 4,094.38 |
| | | | 4 | | $ 4,329.00 |
| | | | 5 | | $ 4,577.15 |
| | | 63 | 1 | | $ 3,918.65 |
| | | | 2 | | $ 4,143.12 |
| | | | 3 | | $ 4,380.15 |
| | | | 4 | | $ 4,631.19 |
| | | | 5 | | $ 4,896.73 |
| | | 64 | 1 | | $ 4,259.00 |
| | | | 2 | | $ 4,502.81 |
| | | | 3 | | $ 4,760.58 |
| | | | 4 | | $ 5,033.85 |
| | | | 5 | | $ 5,322.04 |
| | | 65 | 1 | | $ 4,407.69 |
| | | | 2 | | $ 4,660.65 |
| | | | 3 | | $ 4,927.62 |
| | | | 4 | | $ 5,210.04 |
| | | | 5 | | $ 5,508.38 |
| DEPUTY DIRECTOR | Deputy Police Chief, Chief Financial Officer, Deputy City Attorney, City Engineer | 71 | 1 | | $ 5,089.35 |
| | | | 2 | | $ 5,380.96 |
| | | | 3 | | $ 5,689.42 |
| | | | 4 | | $ 6,015.31 |
| | | | 5 | | $ 6,360.00 |
| | | 72 | 1 | | $ 5,493.92 |
| | | | 2 | | $ 5,808.69 |
| | | | 3 | | $ 6,141.31 |
| | | | 4 | | $ 6,493.23 |
| | | | 5 | | $ 6,865.46 |
| | | 73 | 1 | | $ 6,005.15 |
| | | | 2 | | $ 6,348.88 |
| | | | 3 | | $ 6,712.92 |
| | | | 4 | | $ 7,097.69 |
| | | | 5 | | $ 7,504.15 |
| DEPARTMENT DIRECTOR | Judge (Part Time), Department Director, City Attorney, Police Chief | 80 | 5 | | $ 7,929.96 |
| | | 81 | 5 | | $ 7,929.96 |
| | | 82 | 5 | | $ 8,142.88 |
| EXECUTIVE | City Administrator | 91 | 5 | | $ 8,621.77 |

| REPRESENTED, NON-EXEMPT | | | | | |
|---|---|---|---|---|---|
| CLASSIFICATION | TYPICAL POSITION TITLES | BAND | STEP | HOURLY RATE | PERIOD PAY |
| *Union - IUOE* | *Operator in Training* | *OE1* | *1* | *$ 29.39* | *$ 2,351.54* |
| | | | *2* | *$ 31.08* | *$ 2,486.30* |
| | | | *3* | *$ 32.75* | *$ 2,619.70* |
| | *Operator* | *OE2* | *1* | *$ 35.18* | *$ 2,814.46* |
| | | | *2* | *$ 37.19* | *$ 2,975.54* |
| | | | *3* | *$ 39.33* | *$ 3,146.30* |
| | | | *5* | *$ 41.58* | *$ 3,326.77* |
| | *Engineering Technician* | *OE3* | *1* | *$ 36.36* | *$ 2,908.62* |
| | | | *2* | *$ 38.40* | *$ 3,072.35* |
| | | | *3* | *$ 40.64* | *$ 3,251.54* |
| | | | *5* | *$ 42.97* | *$ 3,437.54* |
| | *Journey Operator* | *OE4* | *1* | *$ 37.32* | *$ 2,985.70* |
| | | | *2* | *$ 39.46* | *$ 3,156.92* |
| | | | *3* | *$ 41.72* | *$ 3,337.85* |
| | | | *5* | *$ 44.11* | *$ 3,528.80* |
| | *Lab Technician* | *OE5* | *1* | *$ 38.37* | *$ 3,069.70* |
| | | | *2* | *$ 40.57* | *$ 3,245.54* |
| | | | *3* | *$ 42.89* | *$ 3,431.54* |
| | | | *5* | *$ 45.35* | *$ 3,628.15* |
| | *Senior Operator 3* | *OE6* | *1* | *$ 40.65* | *$ 3,252.00* |
| | | | *2* | *$ 42.98* | *$ 3,438.46* |
| | | | *3* | *$ 45.44* | *$ 3,635.54* |
| | | | *5* | *$ 48.05* | *$ 3,843.70* |
| | *Lab Analyst*<br>*Senior Engineering Technician*<br>*Pretreatment Coordinator* | *OE7* | *1* | *$ 42.63* | *$ 3,410.77* |
| | | | *2* | *$ 45.08* | *$ 3,606.00* |
| | | | *3* | *$ 47.66* | *$ 3,812.77* |
| | | | *5* | *$ 50.39* | *$ 4,031.08* |
| | *Electrician/Instrumentation Technician*<br>*Senior Operator 4* | *OE8* | *1* | *$ 44.23* | *$ 3,538.15* |
| | | | *2* | *$ 46.76* | *$ 3,740.77* |
| | | | *3* | *$ 49.44* | *$ 3,955.38* |
| | | | *5* | *$ 52.28* | *$ 4,182.00* |
| | *Chief Operator* | *OE9* | *1* | *$ 47.52* | *$ 3,801.23* |
| | | | *2* | *$ 50.23* | *$ 4,018.62* |
| | | | *3* | *$ 53.11* | *$ 4,248.92* |
| | | | *5* | *$ 56.16* | *$ 4,492.62* |
| Union - Teamsters | PW Operator 1<br>Groundskeeper 1<br>Mechanic 1 | TM1 | 1 | $ 32.49 | $ 2,599.20 |
| | | | 3 | $ 33.67 | $ 2,693.60 |
| | | | 5 | $ 34.68 | $ 2,774.40 |
| | PW Operator 2<br>Groundskeeper 2 | TM2 | 1 | $ 38.42 | $ 3,073.60 |
| | | | 5 | $ 42.18 | $ 3,374.40 |
| | Mechanic 2<br>Facilities Maint Tech 2 | TM3 | 1 | $ 39.04 | $ 3,123.20 |
| | | | 5 | $ 43.38 | $ 3,470.40 |
| | PW Shops Senior Operator | TM4 | 5 | $ 43.38 | $ 3,470.40 |
| | Field Supervisors | TM5 | 1 | $ 46.24 | $ 3,699.20 |
| | | | 5 | $ 50.30 | $ 4,024.00 |
| Union - Police Commissioned | Police Officer | PC1 | 1 | $ 42.58 | $ 3,406.34 |
| | | | 2 | $ 44.70 | $ 3,575.87 |
| | | | 3 | $ 46.95 | $ 3,755.97 |
| | | | 4 | $ 49.33 | $ 3,946.64 |
| | | | 5 | $ 51.80 | $ 4,143.85 |
| | | | 6 | $ 54.48 | $ 4,358.66 |
| | Police Officer Detective | PC2 | 6 | $ 57.21 | $ 4,576.49 |
| | Police Officer Sergeant | PC3 | 6 | $ 64.83 | $ 5,186.73 |
| | Animal Control Shelter Assistant | PS1 | 1 | $ 24.17 | $ 1,933.49 |
| | | | 2 | $ 25.56 | $ 2,044.53 |
| | | | 3 | $ 27.02 | $ 2,161.35 |
| | | | 4 | $ 28.58 | $ 2,286.40 |
| | | | 5 | $ 30.22 | $ 2,417.22 |
| | Police Records Specialist I | PS2 | 1 | $ 28.97 | $ 2,317.29 |
| | | | 2 | $ 30.58 | $ 2,446.68 |
| | | | 3 | $ 32.29 | $ 2,582.82 |
| | | | 4 | $ 32.35 | $ 2,587.65 |

| | | | | | |
|---|---|---|---|---|---|
| | | | 5 | $ 36.03 | $ 2,882.62 |
| Union - Police Support | Police Records Coordinator | PS3 | 1 | $ 34.40 | $ 2,751.78 |
| | | | 2 | $ 35.72 | $ 2,857.51 |
| | | | 3 | $ 37.09 | $ 2,967.10 |
| | | | 4 | $ 38.52 | $ 3,081.52 |
| | | | 5 | $ 40.00 | $ 3,199.80 |
| | Community Service Officer | PS4 | 1 | $ 34.04 | $ 2,722.82 |
| | | | 2 | $ 35.79 | $ 2,862.82 |
| | | | 3 | $ 37.61 | $ 3,008.61 |
| | | | 4 | $ 39.56 | $ 3,165.04 |
| | | | 5 | $ 41.66 | $ 3,332.56 |
| | Animal Control Officer | PS5 | 1 | $ 32.84 | $ 2,627.23 |
| | | | 2 | $ 34.52 | $ 2,761.44 |
| | | | 3 | $ 36.30 | $ 2,903.85 |
| | | | 4 | $ 38.17 | $ 3,053.52 |
| | | | 5 | $ 40.17 | $ 3,213.80 |
| | Animal Control Supervisor | PS6 | 5 | $ 47.01 | $ 3,760.77 |

** Grey/Italicized are 2023 rates and are still in active negotiations.

Updated 1/8/2024 - AMM

**CITY COUNCIL MEETING**
**DATE: January 16, 2024**
**AGENDA BILL: 24-3823**

**SUBJECT:** Substitute Ordinance No. 2875 - Utility Rate Adjustments **CATEGORY:** Ordinance

**BUDGET IMPACT:**
Expenditure Required: None Within Budget Allocation: N/A

**ATTACHMENTS:**
1. Substitute Ordinance No. 2875 - Utility Rate Adjustments

**STAFF CONTACT:** Michael Kosa, Public Works Director, Andrew Leach, Associate Engineer

**SUMMARY BACKGROUND:**
The City of Sumner manages three utilities: water, sewer and stormwater. The operations of the utilities are supported in large part by rate payers and system development charges. The City contracted with the FCS Group to perform the 2023 rate study and System Development Charges (SDC) study for our water, sewer and stormwater utilities. Due to limited staff time and the challenge of incorporating the study simultaneously with the budget cycle, it was decided to change to conducting the study on the off years from the budget cycle. The City Council was provided a summary of the study results that indicated a need for rate increases to adequately fund the operations, maintenance, and capital of each utility.

At the December 4th, 2023 City Council Meeting Ordinance No. 2875 was adopted. An error was found on the Exhibit "A" Fee Schedule under the Fire Flow section. This section incorrectly listed the past fee as $0.79 and that the fee would be updated to $0.83 with the adoption of the ordinance. The correct past fee was $1.79 and the new fee should be $1.86. This Substitute Ordinance No. 2875 fixes the error and correctly list the new fire flow fee as $1.86.

**COUNCIL COMMITTEE/STUDY SESSION:** **Public Works Committee**
**MEETING/STUDY SESSION DATE: 1/9/2024**
**COMMITTEE RECOMMENDATION: Do Pass**

**STAFF RECOMMENDATIONS/MOTION:**
A motion to adopt Substitute Ordinance No. 2875 - Utility Rate Adjustments.

**SUBSTITUTE**
**ORDINANCE NO. 2875**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON AMENDING THE UTILITY RATES.**

**WHEREAS,** the Sumner City Council agreed with delaying the biennial utility rate study until 2023 to coincide with off-cycle years of the biennial budget for City provided utilities; and

**WHEREAS,** the 2023 utility rate study determined the water sewer and stormwater utilities were generating insufficient revenues to cover the annual operating and capital costs and recommended a rate adjustment; and

**WHEREAS,** the Sumner City Council has determined that adjustments in these utility system development charges are necessary in order to maintain the financial health of the City of Sumner's utility operations.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1. Fee Schedule Amended.** The City's Utility Rates as set forth in the Sumner Utility Rate and Fee Schedule are hereby amended to reflect ~~effective January 1, 2024,~~ an increase in rates for the water utility of 4.0%, for the sewer utility of 4.5% and for the stormwater utility 6.0%. The Table attached as Exhibit A reflects the proposed rates.

**Section 2. SMC 13.24.360 (D) Amendment.** SMC 13.24.360 (D) shall be amended as follows: Each and every commercial, industrial, multifamily and institutional building served by the water system that has 5,000 square feet or more of floor area shall pay a monthly standby fire protection fee. The monthly fire protection service fee shall be in accordance with the Sumner utility rate and fee schedule as currently adopted or amended ~~be in be $0.79~~ assessed per each 1,000 square feet of floor area calculated to the nearest 1,000 square feet for all buildings with 5,000 square feet or more of floor area. Said fee shall be charged whether the building has an active water metered service or not. As long as the building stands, fire protection is needed and the property owner will pay said fee. There is no charge to a building having a floor area less than 5,000 square feet. The monthly fire protection service fee is specified in the Sumner utility rate and fee schedule.

**Section 3. Corrections by City Clerk or Code Reviser.** Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

**Section 4. Severability.** If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner

Municipal Code, the provisions of this ordinance shall control.

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

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington at a regular meeting thereof this 16th day of January, 2024.

_____
Mayor Kathy Hayden

**ATTEST:**

_____
City Clerk Michelle Converse, CMC

**APPROVED AS TO FORM:**

_____
Andrea Marquez, City Attorney

## Exhibit "A"

## Sumner Utility Rate and Fee Schedule

| Monthly Utility Rates | SMC Title 13- Public Services | | |
|---|---|---|---|
| | | Effective 1/1/2023 | Effective 1/1/2024 |
| | | Tax included | Tax included |
| | | 2023 | 2024 |
| **Water** (15% Surcharge for outside city limits) | | | |
| BASED ON METER SIZE AND FLOW IN 100 CU FT (7.48 gal = 1 cu ft) | | | |
| per ea 100cf | 1 - 1000 cu ft | $ 2.35 | $ 2.45 |
| | 1,000 - 2,000 cu ft | 3.10 | $ 3.22 |
| | 2,000 cu ft & above | 3.70 | $ 3.85 |
| Base Rates | 3/4" | 26.92 | $ 28.00 |
| Irrigation meters pay 50% base rates | 1" | 65.20 | $ 67.81 |
| | 1 1/2" | 130.39 | $ 135.61 |
| | 2" | 208.56 | $ 216.90 |
| | 3" | 391.11 | $ 406.75 |
| | 4" | 651.77 | $ 677.84 |
| | 6" | 1,337.15 | $ 1,390.63 |
| | 8" | 2,085.72 | $ 2,169.15 |
| | | | |
| **Storm** | 1.5% Tax | | |
| BASED ON SQ. FT OF IMPERVIOUS AREA (1 ESU = 2400 sq ft) | | | |
| | Per ESU | $ 17.32 | $ 18.36 |
| | | | |
| **Sewer** (25% Surcharge for outside city limits) | 8.53% Tax | | |
| BASED ON WATER FLOW (minimum includes 500 cu ft) | | | |
| per ea 100cf | Flow >500 cu ft | $ 9.20 | $ 9.61 |
| Minimum | Single family residential | 62.43 | $ 65.24 |
| | Multi-family (per unit) | 53.25 | $ 55.65 |
| | All other customers | 62.43 | $ 65.24 |
| | | | |
| **Fire Flow** | | | |
| BASED ON SQ. FT. OF BUILDING (for all buildings 5,000 sq. ft. or more) | | | |
| SMC 13.24.360 (D) | Per 1000 sq ft | ~~$ 0.79~~ | ~~$ 0.83~~ |
| | | $ 1.79 | $ 1.86 |
| | | | |

| | | Effective 10/1/2021 | Effective 1/1/2024 |
|---|---|---|---|
| **Sewer System Development Charge** | Per equivalent residential unit (ERU) | $6,150.00 | $5,727.00 |
| **Stormwater System Development Charge** | Per equivalent service unit (ESU) | $3,740.00 | $2,626.00 |
| **Water System Development Charge**[1,2] | Per meter equivalent (ME) | $7,699.00 | $7,717.00 |

1. Single family deweling and first unit per building for multi-family per meter size; Every other unit per building in multi-family dwelllings as 3/4 of an ME

2. Each industrial customer based on 3.5 ME per acre

| Meter size in inches | | Effective 10/1/2021 | Effective 1/1/2024 |
|---|---|---|---|
| 0.75 | | $7,698.85 | $7,717.00 |
| 1 | | $19,247.15 | $19,292.50 |
| 1.5 | | $38,494.35 | $38,585.00 |
| 2 | | $61,590.90 | $61,736.00 |
| 3 | | $115,482.96 | $115,755.00 |
| 4 | | $192,445.01 | $192,925.00 |
| 6 | | $384,943.22 | $385,850.00 |
| 8 | | $615,909.16 | $617,360.00 |