



Members: Barbara Bitetto, Carla Bowman, Pat Cole (alt), Earle Stuard

Staff Liaison: Administrative Services Director Jeff Steffens, Chief Operating Officer Kassandra Raymond

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 (First Floor Conference Room), or virtually by using the meeting access link below. -

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CALL TO ORDER

COMMITTEE BUSINESS

1. Selection of Chair
2. Confirmation of Meeting Days/Time
3. Ordinance No. XXXX Approving Public Works Trust Fund Loan Increase
4. Ordinance No. 2886 Amending SMC Chapter 2.100 Personnel Policies
5. Resolution No. 1681 Interlocal Agreement with Rainier Communication Commission

REPORTS

1. Monthly Sales Tax Report
2. Recruitment & Negotiation Update

ADJOURNMENT



FINANCE & PERSONNEL COMMITTEE MEETING

DATE: April 18, 2024

AGENDA BILL: 24-4076

SUBJECT: Selection of Chair

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

At the January 11, 2024 Finance and Personnel Committee meeting, Councilmember Bitetto was elected as chair of the Committee. At its regular City Council meeting of 03/18/2024, City Council selected committee members for 2024-2025 (Bitetto, Bowman, Cole, Stuard (alt)). With the committee selection, the committee members need to select a chair for the 2024-2025 term.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 4/18/2024

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:



FINANCE & PERSONNEL COMMITTEE MEETING

DATE: April 18, 2024

AGENDA BILL: 24-4077

SUBJECT: Confirmation of Meeting Days/Time

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Through 2023, the Finance & Personnel Committee met on the first Wednesday of each month at 5:30 PM. In 2024, the Committee has met on Thursdays beginning at 4:00 PM.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 4/18/2024

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm day/time of meeting for 2024-2025

SUBJECT: Ordinance No. XXXX Approving Public Works Trust Fund Loan Increase

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. PWB Contract - Additional Funding Request Form - City of Sumner
 2. PWB Memo Letter - City of Sumner
-

STAFF CONTACT: Cassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

On February 20, 2024, City Council approved Ordinance No. 2882 authorizing a Public Works Trust Fund Loan in the amount of \$2,804,414 for the Public Works Operations Decant Facility. The loan approval includes a rate of 1.72% and a term of twenty (20) years. On March 26, 2024, the City opened bids for the project. The apparent low bid exceeded the engineer's estimate by approximately \$512,000. The Public Works Board allows entities to request additional funding when the low bid exceeds the engineer's estimate. The City has reached out to request an additional \$330,000 (difference between low bid/tax/contingency/IT costs and original PWB approval) in Public Works Trust Fund Loan assistance. The Public Works Board will review and consider the request at their May 3, 2024 meeting. If approved, staff will return to Council for ordinance approval.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 4/18/2024

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:



PWB CONTRACT ADDITIONAL REQUEST

The Board (PWB) established a reserve that allows additional funds to be awarded to existing PWB loan recipients for construction completion, when bids come in higher than planned. There is a \$500,000 maximum award per loan contract.

Date of the Request: **4/4/2024**

PWB Contract Information

Name of Client:	City of Sumner
Project Title:	Decant Facility
Contract Number:	PC24-96103-025
Contract Amount:	\$2,804,414
Additional Requested Amount:	\$330,000
Amount Reimburse to Date:	\$0
Contract Balance Available:	\$2,804,414

Scope of Work (must remain the same):

Scope of Work has not changed

Information for Board Consideration

***Attached the Bid tabs**

Identified Construction Contractor along with the final negotiated construction contract amount.

Construction Contractor: A to B Builders

Construction Contract amount: \$2,794,440

Please explain why the bids exceed the funding amount set aside for construction or the Engineer's Estimate.

Please see Memo Letter



1104 MAPLE STREET, SUMNER WA 98390

PUBLIC WORKS DEPARTMENT

Suite 260

253-299-5700 Fax: 253-299-5539

Memorandum

DATE: April 04, 2024
TO: Public Works Board
FROM: City of Sumner - Drew McCarty
CC: Michael Kosa & Alisa O'Haver-Ayala
RE: Public Works Board Trust Fund Loan – Additional Funding Request

The bids received for the Decant Facility Project exceeded the previously requested funding amount. After review, there are a few factors that could have affected the received pricing:

- Mark-ups for General Conditions and Fee from Contractor
- Site Electrical and Lighting
- Fencing

This project was bid as a lump sum and once the contractor is under contract and can provide a Schedule of Values (SOV) the city will be able to better compare the contractor's bid with the estimate to see where pricing differed.

The scope of work for this project has not changed and will remain the same.

Please contact me at (253) 569-0664 if you have any questions.

Sincerely,

Drew McCarty
Engineering Specialist



SUBJECT: Ordinance No. 2886 Amending SMC Chapter 2.100 Personnel Policies

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2886 Amending SMC 2.100

STAFF CONTACT:

SUMMARY BACKGROUND:

The City has an Employee Personnel Manual that outlines employee policies and procedures. However, areas affecting salaries and/or benefits reside in the Sumner Municipal Code chapter 2.100. Ordinance 2886 makes several minor changes to that chapter. These changes are necessary to reflect current City practice as well as updates in State law. In addition, a maximum accrual was established for Compensatory Time to align with represented employee contracts and the requirement to repay jury duty fees was waived for employee and staff convenience.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

ORDINANCE NO. 2886
CITY OF SUMNER, WASHINGTON

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
AMENDING SMC 2.100 PERSONNEL POLICIES.

WHEREAS, the City required clarification of definitions and clean up of sections in order to remain consistent with current practice and RCW changes; and

WHEREAS, the City reduced the maximum accrual for compensatory time accruals; and

WHEREAS, the City adjusted the sick leave accrual process for temporary employees to align with the state leave program.

WHEREAS, the City removed the requirement for the employee to repay fees paid by the jury while on jury leave; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON,
DO ORDAIN AS FOLLOWS:

Section 1. Amendment to City Code. Sumner Municipal Code Section 2.100 is hereby amended as follows:

2.100.120 Definitions.

“Department director” means an employee who is responsible for directing one or more departments.

“Limited duration employee” means a full- or part-time employee who is hired for a set period of time for the purpose of a specific project or initiative that lasts more than one year. Limited duration employees are considered regular full- or part-time employees for the purposes of benefits.

“Regular full-time employee” means an ~~employee who has successfully completed a trial period as defined in these policies and~~ employee who is scheduled to regularly work 40 hours a week. Regular full-time employees will be subject to a trial period.

“Regular part-time employee” means an ~~employee who has successfully completed a trial period as defined in these policies and~~ employee who is scheduled to regularly work less than 40 hours a week. Regular part-time employees will be subject to a trial period.

“Temporary or seasonal employee” means an employee who holds a job of limited duration due to special projects, seasonal work, abnormal workloads or emergencies. Employees are eligible for only those benefits, which may be limited, specifically provided for in a written union contract or by city, state or federal law or regulation. (Ord. 2595 § 1 (part), 2017)

2.100.230 Trial period.

Upon hire, appointment, transfer or promotion, all employees enter a trial period that is considered an integral part of the selection and evaluation process. The trial period is designed to give the employee time

to learn the job and to give the supervisor time to evaluate whether the match between the employee and the job is appropriate.

A. Length of Period. The normal trial period is 12 months from the employee's date of hire or rehire. The trial period may be reduced at time of hire, or promotion, if approved by the city administrator. ~~If reduced,~~ the department director may request that the trial period be extended for up to an additional six months due to circumstances such as an extended illness or a continued need to evaluate the employee's performance.

B. Use of Leave. During their trial period, employees may use any form of paid leave.

C. End of Trial Period. The trial period is an extension of the selection process and failure to successfully complete the trial period as determined by the mayor, city administrator, or department director does not grant any right to appeal under these policies. Trial period employees may be terminated with or without cause by the mayor or city administrator. In the case of unsatisfactory performance in a promotional situation, the employee may be considered for transfer back to the previous position held by the employee, if the previous position is still available.

Once the trial period employee receives a satisfactory performance evaluation and the trial period is considered successfully completed, the employee is considered to have regular employment status. Successful completion of the trial period does not create an employment contract or guarantee employment with the city for a specified duration. (Ord. 2688 § 1, 2019; Ord. 2595 § 1 (part), 2017)

2.100.250 Compensatory time.

Nonexempt employees entitled to overtime pay may request compensatory time off instead of cash payment. This is approved on a case-by-case basis by the employee's ~~department head~~ supervisor. The city is not required to grant compensatory time instead of overtime pay. Compensatory time may be accrued up to the maximum allowable under the Fair Labor Standards Act (~~240-50~~ hours) or as defined by collective bargaining agreement.

Employees may use compensatory time within a reasonable time period after making a request to their ~~department head~~ supervisor, unless doing so would unduly disrupt city operations. Compensatory time usage should be scheduled in advance. 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). (Ord. 2595 § 1 (part), 2017)

2.100.290 Benefits for part-time, temporary employees and seasonal workers.

Unless noted otherwise in these policies, benefits for regular part-time and temporary employees are as follows:

A. Regular Part-Time Employees.

1. Accrued Leave/Paid Holidays. Regular part-time employees who work at least 20 hours per week shall receive prorated accrued paid leave (vacation, bereavement) and paid holidays. All part-time employees are eligible for prorated sick leave accrual. "Prorated" means the ratio between the number of hours in the employee's normal work schedule and 40 hours per week.

2. Medical Insurance. Part-time employees working at least 20 hours per week, but less than 30 hours per week, may choose to receive prorated medical benefits. Part-time employees working on average 30 or more hours per week shall receive medical benefits at a prorated amount unless waived by the employee.

B. Temporary and Seasonal Employees.

1. Accrued Leave/Paid Holidays. Temporary and seasonal employees are eligible for ~~prorated~~ sick leave accrual at the rate of one hour per 40 hours of scheduled work. Temporary and seasonal employees who are in an unpaid status for a full work week will not accrue sick leave. “Prorated” means the ratio between the number of hours in the employee’s normal work schedule and 40 hours per week. Temporary employees are not eligible for other accrued leave or paid time off (e.g., holidays or bereavement) unless otherwise allowed by the mayor, city administrator or collective bargaining agreement.

2. Medical Insurance. Temporary and seasonal employees who work more than 30 hours per week shall receive medical benefits the first day of the third month; provided, that their expected length of service is more than 90 days. The medical benefits shall be prorated if the temporary employee works less than 40 hours but more than 30 hours per week. (Ord. 2595 § 1 (part), 2017)

2.100.410 Healthcare eligibility.

Regular full-time and regular part-time employees and their dependents are eligible to participate in the city’s various insurance programs on the first day of the month following employment, unless otherwise defined by a represented group’s medical plan provisions. The city reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to affected employees, and when bargained as required.

The human resources department is responsible for ensuring employees are classified correctly using pre-determined measurement periods. The periods shall be designed to at least meet the minimum requirements of the Affordable Care Act. (Ord. 2595 § 1 (part), 2017)

2.100.420 Healthcare plans.

The city provides its employees’ healthcare coverage through either the Association of Washington Cities (AWC) or Teamsters Trust as enumerated in the employees’ collective bargaining agreement. For non-represented employees healthcare coverage is as follows:

A. Health insurance:

Plan:	AWC High Deductible Healthcare Plan
Employee Monthly Premium Cost Share:	\$0.00
Annual Employer Health Savings Account Contribution:	\$1,500 for employee only \$3,000 for employee + 1 or more
Annual Employer Health Reimbursement Account (bridge):	Maximum of \$1,400 <u>\$2,400</u> for employee only Maximum of \$4,800 for employee + 1 or more

B. Dental insurance:

Plan:	Delta Dental Plan J
Employee Monthly Premium Cost Share:	\$0.00

C. Vision insurance:

Plan:	VSP \$0.00
Employee Monthly Premium Cost Share:	\$0.00

(Ord. 2867 § 1, 2023; Ord. 2614 § 1 (part), 2017; Ord. 2595 § 1 (part), 2017)

2.100.620 Sick leave.

A. Accrual. Each regular full-time employee shall receive eight hours of sick leave per month. All regular part-time ~~or temporary~~ employees shall receive prorated accruals, based on their number of scheduled regular hours full time equivalent status. “Prorated” means the ratio between the number of hours in the employee’s normal work schedule and 40 hours per week.

Regular employees who are in an unpaid status for the entire pay period do not accrue sick leave benefits. Regular employees who are in any form of a paid status during the pay period are eligible for accruals. ~~Temporary employees who are in an unpaid status at any time during the period shall receive prorated sick leave accruals based on the number of hours worked in the period.~~

Temporary and seasonal employees are eligible for sick leave accrual at the rate of one hour per 40 hours of scheduled work. Temporary and seasonal employees who are in an unpaid status for a full work week will not accrue sick leave.

B. Separation. Upon separation of employment all regular full-time and regular part-time employees shall be paid one of the following percentages on unused sick leave up to a maximum of 720 hours:

1. Employees hired prior to January 1, 2018:

Termination for cause	0%
Resignation	25%
Layoff	50%
Death	100%
Retirement	100%
Disability retirement	100%

2. Employees hired on or after January 1, 2018:

Termination for cause	0%
Resignation	25%
Layoff	25%
Death	100%

Retirement	100% for first 360 hours, 25% for up to an additional 360 hours
Disability retirement	100%

Temporary full-time or part-time employees are not entitled to any sick leave pay out upon separation. For the purposes of this section “retirement” shall mean when an employee separates employment with the intent to retire and at the time of separation the employee is age eligible to retire from the state retirement plan that they are enrolled/contributing to.

Employees who return to work within one year are entitled to restoration of their sick bank, less the amount paid out upon separation.

Employees who use all their accumulated sick leave and require more time off from work due to illness or injury may be eligible for state or federal protected leave or leave without pay. (See protected leave policy, SMC 2.100.625, and leave without pay policy, SMC 2.100.640.) (Ord. 2653 § 1, 2018; Ord. 2614 § 1 (part), 2017; Ord. 2595 § 1 (part), 2017)

2.100.625 Protected leave.

A. Protected Leave. 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 but not limited to:

1. Family and medical leave (29 U.S.C. 2601 et seq., and Chapter [49.78 50A](#) RCW);
2. Family Care Act leave (RCW 49.12.265);
3. Pregnancy disability leave (Chapter [49.6041.04](#) RCW);
4. Leave for victims of domestic violence, sexual assault and stalking (Chapter [49.76](#) RCW);
5. Leave for spouses of deployed military personnel (Chapter [49.77](#) RCW);
6. Leave for certain emergency services personnel (RCW [49.12.460](#)).

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to policies established by the mayor or city administrator.

B. Washington Paid Family and Medical Leave Law. Eligible employees are covered by Washington’s Family and Medical Leave Program (PFML), Chapter [50A.04](#) RCW. Eligibility for leave and benefits and associated premiums are established by Washington law. Employees will pay through payroll deduction the full costs of the premiums associated with family leave benefits and 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.

C. Protected Leave Use. Employees may choose to use any applicable protected leave, e.g., FMLA, PFML, etc., 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. (Ord. 2867 § 1, 2023; Ord. 2663 § 2, 2018; Ord. 2614 § 1 (part), 2017)

2.100.650 Jury and witness leave.

Employees who are called to serve on a jury or appear as a subpoenaed witness in any established court shall be released from work to do so. During the period of such absence, the employee on jury duty will receive full salary pay. An employee who is a subpoenaed witness will receive full salary pay upon proof that the testimony given was on behalf of the city. ~~However, any expense payments for jury service received by the employee must be endorsed or paid to the city.~~ Employees who are absent from work for these purposes will retain seniority and all benefits.

The time away will not affect vacation or sick leave accruals. Employees who appear in court as the plaintiff or defendant in any action, wherein the city is not a party, shall not be paid for the time away from work unless that time is accrued vacation leave. (Ord. 2595 § 1 (part), 2017)

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 _____ day of _____, 2024.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, City Clerk

City Attorney Andrea Marquez

First Reading:
Date Adopted:
Date of Publication:
Effective

SUBJECT: Resolution No. 1681 Interlocal Agreement with Rainier Communication Commission

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution No. 1688 - Interlocal Agreement with RCC
2. RCC ILA

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

The Rainier Communications Commission (RCC) was formed by an inter-local agreement in 1992 and provides members with a large array of advisory, leak and television production services. The vastly outdated inter-local agreement (ILA) was recently revised through a collaborative process involving all RCC member organizations. The new agreement accurately reflects the current operations of the RCC.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

**RESOLUTION NO. 1688
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY OF SUMNER, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE RAINIER COMMUNICATION COMMISSION.

WHEREAS, the City of Sumner has been a member of the Rainier Communication Commission (RCC) since 1997; and

WHEREAS, the RCC is comprised of Pierce County and several municipalities and aids in negotiating franchise agreement with cable operators, video and production of member jurisdiction's public meetings, and advice on cable and communication issues; and

WHEREAS, the RCC is formed via an interlocal agreement ("RCC ILA") between its member jurisdictions, and it has been over twenty years since a revised ILA was developed; and

WHEREAS, recently the RCC approved a final draft of a revised RCC ILA, developed by a team of member attorneys, along with significant input from the RCC board, reflecting changes in law and operations and member needs.

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

Section 1. Authorization. That the Mayor is hereby authorized and directed to enter into an ILA with RCC outlined in Exhibit "A" a copy of which is attached hereto and made a part hereof, all in accordance with RCW 35.94.040.

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 force immediately upon passage by the City Council.

ADOPTED AND APPROVED this 6th day of May, 2024.

Attest:

Kathy Hayden, Mayor

Michelle Converse, City Clerk

Approved as to form:

Andrea Marquez, City Attorney



MEETING DATE: _____

Consent Agenda
Discussion Item
Unfinished Business
New Business
Other _____

TITLE:

Department

Discussion Date:

Legal Review: Yes No
Committee Date:

First Reading Date:
Public Hearing Date:

BUDGET IMPACT: Yes

No

FUND:

Amount Budgeted		
Additional Required		

DETAILED SUMMARY STATEMENT:

COMMITTEE ACTION:

RECOMMENDATION:

CITY OF DUPONT
WASHINGTON
RESOLUTION NO. 24-003

**A RESOLUTION OF THE CITY OF DUPONT, PIERCE COUNTY,
WASHINGTON; AUTHORIZING THE EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF DUPONT
AND THE RAINIER COMMUNICATION COMMISSION.**

WHEREAS, the City has been a member of the Rainier Communication Commission (“RCC”) since 2001 and has benefited from that membership; and

WHEREAS, the RCC is comprised of Pierce County and several municipalities and aids in negotiating franchise agreements with cable operators, video and production of member jurisdiction’s public meetings, and advice on cable and communication issues; and

WHEREAS, the RCC is formed via an interlocal agreement (“RCC ILA”) between its member jurisdictions, and it has been over twenty years since a revised RCC ILA was developed; and

WHEREAS, recently the RCC approved a final draft of a revised RCC ILA, developed by a team of attorneys representing the various RCC jurisdictions, along with significant input from the RCC board, reflecting changes in law and operations and member needs; and

WHEREAS, the City is authorized per RCW 35A.11.020 to promote public health, safety, and welfare and to that end now enters into the attached RCC ILA pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUPONT, WASHINGTON DO RESOLVE AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to enter into the attached RCC ILA (incorporated herein by reference) between the City of DuPont and the RCC authorizing the City to maintain its membership in the RCC.

PASSED by the City Council of the City of DuPont Washington and approved by the Mayor on this 26 day of March, 2024.

Ronald J. Frederick, Mayor

Attest:

Karri Muir, CMC
Community Relations/City Clerk

Approved as to Form:

Gordon P. Karg, City Attorney

Resolution No.: 24-003

INTERLOCAL AGREEMENT
For
Rainier Communications Commission

This Interlocal Agreement (Agreement) is entered into on the date signed by the last Member (the “Effective Date”), by and between Pierce County, a municipal corporation organized under Title 36 RCW (the “County”) and the Cities of DuPont, Fife, Orting, Puyallup, Ruston, Sumner, and University Place, each a municipal corporation organized under Titles 35 and 35A RCW, and any municipal corporation organized under Title 35 or 35A RCW to join this Agreement hereafter (together, the Members).

WHEREAS, the Members first entered into an interlocal agreement for cable television and communication services in 1992, establishing the Rainier Cable Commission; and

WHEREAS, the stated purpose of the Rainier Cable Commission was to provide superior cable television services, lower rates to users, foster competition within the cable industry for the purpose of network expansion and channel capacity and make available better and more diverse services to users; and

WHEREAS, since its establishment in 1992, the functions of the Rainier Cable Commission, also known as the Rainier Communications Commission, have expanded to include additional functions such as the management of Pierce County Television (PCTV), formerly known as Regional Media Center, the Government Access television producer for the Members, and cooperative negotiation of cable franchising; and

WHEREAS, since 1997, the Rainier Communications Commission has had a partnership with two-year colleges in Pierce County, providing oversight of the College Vision channel for two-year college educational programming; and

WHEREAS, the Members are authorized by RCW 36.55.010, 35.99.020 and 35A.21.245 to execute franchise agreements with cable service providers for use of rights-of-way; and

WHEREAS, the Members are authorized by 47 USC § 531 to establish requirements in a franchise for the designation or use of channel capacity for public, educational, or government use only; and

WHEREAS, the historical cooperation of the Members through the Rainier Communications Commission has demonstrated that franchise negotiation and government access television programming can be accomplished more efficiently and effectively through joint operation; and

WHEREAS, since its establishment in 1992, the functions of the Rainier Communications Commission have changed to adapt to modern developments in the cable, broadband and telecommunications industries; and

WHEREAS, the Members believe that updating the Interlocal Agreement between them to accurately reflect the purposes and functions of the Rainier Communications Commission will

clarify the powers and duties of the Rainier Communications Commission and improve service delivery and efficiency; and

WHEREAS, the Members are authorized by Chapter 39.34 RCW to enter into agreements for the joint exercise of governmental powers.

NOW, THEREFORE, in consideration of their mutual promises set out in this Agreement, the Members agree as follows:

1. Purpose and Scope:

- 1.1. The above recitals are hereby incorporated into and made a part of this Agreement.
- 1.2. This agreement repeals and replaces all prior Agreements with respect to the Rainier Cable Commission, also known as the Rainier Communications Commission.
- 1.3. The purpose of this Agreement is to create and operate a joint undertaking, known as the Rainier Communications Commission (RCC), for: (A) the provision of public, education and government (PEG) broadcasting over cable systems; (B) the development and sharing of expertise and information related to telecommunications, broadband, cable television, and policy changes at the federal, state and local levels; (C) upon request of a Member, to negotiate and obtain franchise and other agreements with cable television and broadband companies; (D) the production of video and shared-use communication systems between participants to this agreement; (E) and to advise participants to this Agreement regarding public, education and government communication services, including video, voice, over the top, small cell wireless, and data services on the cable systems serving the participants to this Agreement.
- 1.4. The Members agree to create a joint and cooperative undertaking, the RCC, responsible for administering the activities described herein.
- 1.5. The Members and the RCC shall be governed by this Agreement.

2. Definitions:

The terms used in this Agreement are defined as follows:

- 2.1. Administering Member: The Administering Member shall be the entity providing the largest amount in RCC funding. The Administering Member shall be responsible for fulfilling the obligations and duties set forth in Section 5 of this Agreement.
- 2.2. RCC: The RCC is the joint board described in this Agreement and shall provide policy advice and recommendations to the parties to this Agreement pursuant to RCW 39.34.030(4). The joint board shall have the duties and authorities as further stated herein.
- 2.3. RCC Staff: RCC Staff shall be employees of the Administering Member. Supervision of RCC Staff shall be solely the responsibility of the Administering Member. RCC Staff's intended role is to assist the Commission to fulfill the purpose and scope of this interlocal agreement.
- 2.4. Member: A signatory to this Agreement that has full rights, privileges, and responsibilities as outlined in this Agreement. Only public agencies, as defined by RCW 39.34.020, may join as members.
- 2.5. Non-Voting Member: An additional entity that may sit on the RCC as a non-voting member. Non-Voting Members shall have no rights, privileges, or responsibilities under this Agreement.

- 2.6. Service Agreement: An agreement between the RCC and an individual Member, when that Member wants additional services.

3. Structure of RCC:

- 3.1. Commission Members: This Agreement shall establish a joint board (hereinafter “RCC” or “Commission”), pursuant to RCW 39.34.030(4) consisting of:
- A. Two persons appointed by the Administering Member.
 - B. One person appointed by each Member, regardless of size.
 - C. Additional entities may sit on the RCC as non-voting members if approved by a simple majority of the Commission. Such non-voting members have no rights or privileges under this ILA.
- 3.2. Alternates: Members shall designate alternate representatives to serve in the place of the Member’s regular representative during an absence from any meeting. Notice of the designation of an alternate representative shall be provided to the RCC Chair and RCC staff in writing, which allows the alternate representative to vote. It is not intended that alternates will serve on the Commission on an ongoing capacity.
- 3.3. Term: The term of a representative shall be effective upon appointment by the Member. Representatives shall serve on the Commission for a term of one year and may be reappointed at the discretion of the appointing Member.
- 3.4. Meetings: The Commission shall establish a regular time and place of public meeting. The Commission shall meet at minimum twice annually. RCC staff shall serve as clerk of the Commission including, but not limited to, preparing agendas, meeting notices, meeting minutes, and staff presentations. Meetings of the Commission shall be conducted in compliance with the Washington Open Public Meetings Act (Chapter 42.30 RCW).
- 3.5. By-Laws: The Commission shall adopt by-laws that determine the frequency of meeting, leadership positions, and rules of procedure.

4. Functions & Duties of RCC:

- 4.1. Policy Research & Recommendations: The RCC shall meet as often as necessary to fulfill the duties and exercise the authority delegated under this agreement and provide policy, research, and recommendations to the Members related to cable service, programming, and access, including, but not limited to:
- A. Recommendations for the development and distribution of state-of-the-art cable, broadband, and wireless services at the lowest price to Member jurisdictions;
 - B. Providing a forum of communication and consultation between the Members which may facilitate joint operations, such as expenses, data, expertise, experiences, and plans for cable television and broadband matters; and
 - C. Providing information and recommendations to the Members with regard to the obligation of cable operators under federal, state, and local laws.
- 4.2. Production and Programming: The RCC shall provide for the Members the production of video programming for educational and governmental purposes through the operation of Pierce County Television (PCTV) as provided in the budget.
- A. The RCC is also authorized to provide additional services to individual Members at current rates and costs.
- 4.3. Franchise Agreements: The RCC shall provide a model cable television franchise agreement on a schedule determined by the Commission and provide a forum for

cooperation on cable franchising. The Commission may request contracts for special legal counsel only for the purpose of drafting model cable television franchise agreements.

- 4.4. Fiscal: The RCC shall develop a proposed RCC budget and recommend approval of the budget by the legislative authority of the Administering Member. The RCC is authorized to approve expenditures within the budget, approve changes to the capital asset plan and service pricing.
- 4.5. RCC Staffing: The RCC budget shall provide funding for RCC staff, which shall be employed by the Administering Member. The Commission shall consult with and provide direction to the Administering Member with respect to the services to be performed by RCC staff. Notwithstanding any other provision in this Agreement, it is intended that RCC staff will, at a minimum, perform the services and functions that are funded in the adopted RCC budget.
- 4.6. Services to Nonmembers: The Administering Member shall execute agreements on behalf of the RCC to provide RCC services to external nonmembers and non-voting members (Contracting Parties). The RCC will set the rate for services to nonmembers at a minimum percent above Member costs, as set annually by RCC. Capacity to provide production services to Contracting Parties shall be made at the discretion of the Administering Member, with the understanding that services to Members take priority. Notwithstanding the foregoing, the Commission shall have the authority to make the initial decision to provide production services to nonmembers. RCC services may only be provided to the following Contracting Parties:
 - A. Public agencies, as defined by RCW 39.34.020, located entirely or partially within Pierce County; and
 - B. Other organizations, as approved by the Commission.
- 4.7. If the Administering Member determines that expenditures, requests for services, or other decisions made by the Commission are not legally, financially, or logistically feasible, or are otherwise not in the best interest of either the RCC or Administering Member, the Administering Member shall bring those concerns to the Commission for reconsideration. The Administering Member shall not be obligated to perform any services or execute any contracts that it finds unacceptable.

5. Functions & Duties of the Administering Member:

- 5.1. Administering Member: The Administering Member shall be the entity providing the largest amount in RCC funding, as described in Section 2.1. In the event the current Administering Member withdraws, the Commission shall, by resolution, designate another Member to this Agreement as the party responsible for acting as the Administering Member, upon approval of the legislative body of the proposed new Administering Member.
- 5.2. The Administering Member shall operate Pierce County Television (PCTV) to produce video programming for educational and governmental purposes for Members or Contracting Parties consistent with the budget and the terms of any individual Service Agreements. The Administering Member shall:
 - A. Engage in the creation of Education and Government (EG) access programming.
 - B. Exercise control of all cable channels, video transmission lines, facilities, and equipment made available and necessary for video operations, as described in the Administering Member's cable franchise agreement. This includes PCTV, a city channel (UPTV/TV Tacoma), and College Vision for 2-year colleges.

- C. Enter into Service Agreements as necessary with any Member electing to utilize PCTV services over and above their share as represented in the budget. The Administering Member in consultation with the Commission shall provide a menu of service and costs at least biennially.
 - D. Enter into service agreements, on behalf of RCC, with external Contracting Parties as described in Section 4.6.
- 5.3. The Administering Member shall contract for additional services, as needed, on behalf of the RCC, including use of outside consultants. Contracts executed by the Administering Member on behalf of the RCC must comply with the Administering Member's normal procurement procedures and requirements.
 - 5.4. The Administering Member shall maintain appropriate records supporting the costs incurred by the Administering Member which are to be reimbursed pursuant to Section 8.4(D) of this Agreement.
 - 5.5. The RCC budget cycle shall match that of the Administering Member. The Commission shall approve a preliminary budget which will then be forwarded to the Administering Member for inclusion in the Administering Member's budget. The Commission shall be notified, during the budget process, if items recommended for approval are denied and the Commission shall be given an opportunity to reconsider and adopt replacement budget items.
 - 5.6. The Administering Member shall maintain a record of capital assets and establish a capital asset plan and a replacement schedule.
 - 5.7. The Administering Member in consultation with the Commission shall be responsible for development and administration of the RCC budget, and maintaining RCC accounting and other finances. Changes to the budget, capital asset plan and service pricing shall be approved by the Commission. Dues shall be set by the Commission.
 - 5.8. The Administering Member employs the RCC staff and is responsible for all HR processes including hiring, firing, and disciplinary actions, of which the RCC Chair shall be notified and consulted. RCC Staff shall be regular employees of the Administering Member, with compensation and benefits set by the Administering Member. The RCC Manager shall be confirmed by the Commission prior to final appointment.
 - 5.9. The Administering Member shall provide access to a broadband head end, office space, studio space, equipment storage, and production vehicle parking. The Administering Member shall provide other services as allowed in the RCC budget and as requested by the Commission.
 - 5.10. The Administering Member shall receive and process cable complaints for Members, as allowed in the Cable Act and prescribed in the Members' franchises. The Administering Member shall also work with Cable Providers to resolve customer complaints on behalf of the RCC. Cable customers must live within the boundary of an RCC jurisdiction.

6. Termination & Withdrawal:

- 6.1. Termination: This Agreement shall continue until terminated by unanimous consent of the Members by December 31 of a given calendar year.
- 6.2. Property Distribution: Upon termination of this Agreement, any money or asset derived from the payment of dues or fees under this Agreement, including operations and capital fund balances, and held by the Administering Member shall, after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, be returned

to all contributing Members in proportion to their assessment determined at the time of termination.

- A. RCC Fund Property: All items of RCC property which are purchased by the Administrative Member or other Member, the cost of which is reimbursed or paid with monies from the RCC Fund, shall, if not consumed in the proper and ordinary course of carrying out the activities and services authorized by this Agreement, be joint property of the Members to be disposed of upon termination of this Agreement.
 - B. Creative Property: Members maintain ownership of all their creative property (for example raw video, finished videos, meetings on the RCC server and online archive), and that creative property will be returned to the Member(s) upon Withdrawal or Termination.
- 6.3. Withdrawal: Any Member shall have the right to withdraw from this Agreement by giving written notice to the RCC Chair and RCC Staff no later than June 1st of the year in which withdrawal will occur and such withdrawal will be effective as of December 31st of that year. Regularly scheduled dues and fees will be collected until December 31. Upon withdrawal, a Member shall return any RCC Property within a reasonable time.

7. Dues and Fees:

- 7.1. Members shall annually pay membership dues in the amount of one-half of one percent (0.5%) of any cable franchisee fee collected by the Member. This is for operational costs.
- A. The annual period for which membership dues are payable shall be January 1 to December 31 of each year. Membership dues shall be billed and paid quarterly.
 - B. For the initial year in which any party subsequently joins this Agreement, the quarterly membership dues shall begin with the current quarterly billing cycle.
- 7.2. Each Member shall make capital contributions (Capital PEG) in the amount as provided in the cable franchise agreement, collected from cable franchisee's gross cable revenues, which are collected by that Member, paid quarterly.
- 7.3. Each Member shall pay a matching operations fee (Operations PEG) in the amount of the Capital PEG contribution collected from cable franchisee's gross cable revenues, which are collected by that Member, paid quarterly.
- 7.4. An RCC Member joining only for legislative and policy services, not video services, may do so by paying quarterly membership dues. PEG fees will not apply.
- 7.5. RCC receives some funding from additional cable franchises, including but not limited to Rainier Connect, formerly Click, and YCOM, as described in those franchises.
- 7.6. The Administering Member is responsible for calculating the annual dues owed by each Member and providing to each Member supporting documentation. In the event of a dispute as to the correct amount of the annual dues payable by a Member to this Agreement, unless objected to in writing by the legislative body of such Member, the Commission shall sit as a board of arbitration to render a decision as to the annual dues payable by such Member with the decision rendered to be final and binding.

8. RCC Accounting:

- 8.1. Rainier Communications Commission (RCC) Fund: A special fund, identified as the Rainier Communications Commission Fund (RCC Fund) shall be created by the Administering Member, into which (A) all annual dues and operations fees, (B) interest and income from investment of Fund deposits, (C) gifts and donations to the RCC Fund, (D) and monies received pursuant to a Service Agreement shall be deposited. RCC Fund

shall be a special fund, kept separate from the Administering Member's general fund. Expenditures, including accounts payable and receivable, from the RCC Fund shall be used exclusively for the purposes specified in this Agreement, any Service Agreement, and as authorized and set forth in the approved budget.

- 8.2. Restricted Capital Fund. The Administering Member shall maintain a separate restricted Capital Fund into which shall be deposited the capital PEG contributions of each Member as provided as Section 7.2 of this Agreement. Expenditures from the Member Capital Fund shall be used for equipment and other capital needs authorized by this Agreement.
- 8.3. Surplus Funds: Any unspent and unencumbered funds at the end of the fiscal period will become part of the RCC fund balances. There shall be separate fund balances for the RCC Fund and the Restricted Capital Fund.
- 8.4. Budgets: Operating (RCC Fund) and Capital (Restricted Capital Fund) budgets shall be authorized on a biennial basis unless and until the Administering Member changes the frequency. The Administering Member shall develop an operating budget of proposed programs and services to be funded from the monies in the RCC Fund. The Administering Member shall develop a capital budget of proposed capital expenditures to be funded from monies in the Restricted Capital Fund. The RCC Fund and the Restricted Capital Fund budgets shall be included in the Administering Member's budget.
 - A. The Administering Member shall allocate to each Member video programming and production services in proportion to their share of the total budget allocated to said purposes.
 - B. The proposed budgets shall be considered by the Commission and recommended to the legislative body of the Administering Member for appropriation. The RCC Board shall be notified during the Administering Member's budget process if any items recommended for approval are denied or modified, giving Members an opportunity to discuss or recommend further changes.
 - C. Budget amendments shall be proposed by the Administering Member, considered by the Commission, and recommended for appropriation in the same manner as that described in Section 5.7.
 - D. The Administering Member shall be entitled to reimbursement of its actual and reasonable operational costs incurred in the administration of the RCC Fund, and the collection of annual dues from Members, which shall be reimbursed monthly from the RCC Fund and included in the budget.
 - E. If the legislative body of the Administering Member fails to approve the proposed RCC budget, and fails to resolve the issue to the satisfaction of the Commission, that would be considered a material breach of this Agreement which may be remedied by withdrawal of the Administering Member.

9. Public Records:

- 9.1. Members shall be responsible for retaining the records they create, own, or use, in accordance with applicable public records access and retention laws and regulations. Nothing in this Section is intended to require a Member to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (Chapter 42.56 RCW), other than as provided for herein. Parties shall be responsible for maintaining and storing, in compliance with the state Public Records Act (Chapter 42.56 RCW), those records in connection with this Agreement. Nothing in this Section is intended to require a Member to collect or produce records it does not have.

- 9.2. Upon receipt of a request for records pertaining to the RCC, a Member shall timely respond and produce any responsive documents it prepared, owned, used, or retained, consistent with the Public Records Act. If the request asks for records not in the possession of that Member, but likely in the possession of another Member, the Member that received the request shall inform the requestor it does not have the records and inform the requestor which Member likely does have the records.
- 9.3. The Administering Member shall be responsible for retaining and producing records in its possession that relate to RCC activities (RCC Records). RCC records may include, but are not limited to, Commission agendas, meeting summaries, reports, plans, proposed budgets, and other related documents.
- 9.4. Each Member shall indemnify and hold the other Members to this Agreement harmless for any and all claims, demands, damages, lawsuits, liabilities, losses, liens, and expenses, including reasonable attorney's fees and costs, arising from a public records request (collectively "Claims"), to the extent attributed to the indemnitor party's acts. This obligation to indemnify and hold the other Members harmless shall survive termination of this Agreement.

10. Additional Parties:

- 10.1. Additional public agencies, as defined by RCW 39.34.020, may join this Agreement as Members or Non-Voting Members, at any time upon proper adoption consistent with RCW 39.34.030.
- 10.2. Upon approval by the Commission, new Members shall be assessed the quarterly membership dues and PEG fees, as described above. Upon payment, the Commission shall add the new Member pursuant to Section 3.1 of this Agreement.

11. General Terms & Conditions:

- 11.1. Release of liability: It is acknowledged and agreed that the Members in this Agreement are undertaking a joint and cooperative effort to accomplish a common goal, and that no Member shall be liable to any other Member for the negligent act or omissions of any such Member or its respective officers, employees, or volunteers by reason of activities undertaken pursuant to this Agreement, and, accordingly, each Member releases and holds harmless any other Member and such Member's officers, employees, volunteers, agents, or contractors from any liability in the carrying out of any activity in connection with or arising out of this Agreement except to the extent of any gross negligence or intentional misconduct.
- 11.2. Ethics in public service: Each party to this Agreement, and each representative appointed to the Commission, shall comply with the Ethics in Public Service Act, RCW chapter 42.52, including but not limited to, the prohibition on receipt of prohibited gifts or payments and conflicts of interest.
- 11.3. Amendments: No amendment or modification of this Agreement shall be of any force or effect absent appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of all the participating Members as provided in Chapter 39.34 RCW.
- 11.4. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as

to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time any party shall have the right to terminate the Agreement.

- 11.5. Interpretation: The terms and provisions of this Agreement shall be liberally construed to accomplish the purposes intended.
- A. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute part of this Agreement or act as a limitation on the scope of the particular paragraph or sections to which they apply.
 - B. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine, and neuter expressions are interchangeable.
 - C. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the Members.
- 11.6. Applicable Law and Venue: This Agreement and any rights, remedies, or obligations provided for in this Agreement will be governed, construed, and enforced in accordance with the substantive and procedural laws of Washington State. The Parties agree that the venue for any legal action under this Agreement is Pierce County.
- 11.7. Attorneys' Fees: In any suit or action instituted to enforce any right granted in this Agreement, each party shall bear its own costs and attorneys' fees.
- 11.8. Extent of Agreement: This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 11.9. Notice: Any notice or communication required by this Agreement must be in writing and may be given either personally, electronically with evidence of receipt, by express delivery service, or by registered or certified mail, return receipt requested. Notice to the RCC will be addressed to RCC staff and the Administering Member. Any notice to a Member will be sent to the address specified by the chief executive officer of the Member.
- 11.10. Assignment: No Member may sell, transfer, or assign any of its rights or benefits under this Agreement without RCC Board approval.

IN WITNESS WHEREOF, this Agreement has been executed by each party subscribing to membership, as indicated on the signature page affixed to this document, which may be executed in counterparts.

Approved and executed:

Name of Members:

Pierce County

By: _____

Its: _____

Date: _____

City of Puyallup

By: _____

Its: _____

Date: _____

City of University Place

By: _____

Its: _____

Date: _____

City of Fife

By: _____

Its: _____

Date: _____

City of Sumner

By: _____

Its: _____

Date: _____

City of DuPont

By: _____

Its: _____

Date: _____

City of Orting

By: _____

Its: _____

Date: _____

City of Ruston

By: _____

Its: _____

Date: _____

SUBJECT: Monthly Sales Tax Report

CATEGORY: Information Only

BUDGET IMPACT: N/A

ATTACHMENTS:

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

Staff will review monthly sales tax reporting. This is a regular reporting item. Please note, this report is provided only to those who have a WA State Department of Revenue Secrecy Affidavit Confidential Affidavit on file.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee
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MEETING/STUDY SESSION DATE: 4/18/2024

COMMITTEE RECOMMENDATION: Informational only; no Committee action required.

STAFF RECOMMENDATIONS/MOTION:

Informational only; no further action required.



SUBJECT: Recruitment & Negotiation Update

CATEGORY: Information Only

BUDGET IMPACT: N/A

ATTACHMENTS:

STAFF CONTACT: Jeff Steffens, Administrative Services Director

SUMMARY BACKGROUND:

Staff will provide a verbal update on recruitment and negotiation activity.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee

MEETING/STUDY SESSION DATE: 4/18/2024

COMMITTEE RECOMMENDATION: Informational only; no Committee action required.

STAFF RECOMMENDATIONS/MOTION:

Informational only; no Committee action required.