



SELAH CITY COUNCIL

Regular Meeting

April 09, 2024

5:30 p.m.: Regular Scheduled Meeting

Significant items on the Agenda – such as Consent Agenda Items, Public Hearings, Ordinances and Resolutions
– will have an explanatory Agenda Item Sheet (AIS)

A yellow AIS cover page indicates an action item.

A blue AIS cover page indicates an informational/non-action item.



Selah City Council
Meeting Date: April 09, 2024
5:30 p.m.: Regular Meeting

Mayor: Roger Bell
Mayor Pro Tempore
and Councilmember: Kevin Wickenhagen
Councilmembers: Jared Iverson
Elizabeth Marquis
Clifford Peterson
William Longmire
Michael Costello
David Monaghan
City Administrator: Rich Huebner
City Attorney: Rob Case
Clerk/Treasurer: Kimberly Grimm

City of Selah
115 W. Naches Ave.
Selah, WA 98942

AGENDA

- 1) **Call to Order – Mayor Bell**
- 2) **Roll Call**
- 3) **Registering in record of councilmember absence(s) as excused absence(s), per SMC 1.06.070**
- 4) **Pledge of Allegiance**
- 5) **Invocation with Mark Soptich from Latter Day Saints**
- 6) **Announcement of changes, if any, from previously-published Agenda**
- 7) **Getting to know local businesses, agencies and/or people (up to 5 minutes total)**
- 8) **Comments from the public (up to 30 minutes total)**

The City of Selah is a non-charter code city and we are presently conducting a regular meeting between the Mayor and City Council. A maximum of thirty minutes will be allotted for public comments.

Common-sense standards of decorum apply. Comments must be respectful; no profanity or insults are allowed. Comments pertaining to City business and official actions are the most valued, but comments pertaining to City officials' ability to fulfill their job duties due to events, actions, or activities that occurred outside the scope of their duties as a City official may also be offered. Constructive criticism of City officials is allowed including constructive criticism specifically mentioning City officials or employees by name as to official actions, but defamation, personal attacks and impertinent assertions are not allowed.

Commenters are limited to one comment per meeting and each comment is subject to a duration limit. City staff may disallow or modify any received written comment that exceeds its duration limit or that is deemed inappropriate, and the Mayor or Presiding Officer may turn off the podium microphone or otherwise silence any in-person comment that exceeds its duration limit or is deemed inappropriate.

These standards are subject to revision and will be updated whenever necessary in order to comply with constitutional requirements.

- A. Pre-arranged oral comments (up to 5 minutes each): None
- B. Reading of received written comments (up to 2 minutes each): None
- C. Oral comments by people in attendance (up to 2 minutes each):

9) **Proclamations/announcements - none**

10) **Consent Agenda**

Consent Agenda items are listed with an asterisk (). Those items are considered routine and will be addressed via a joint motion, without any discussion or debate. However, upon the request of any Councilmember an item will be removed from the Consent Agenda, will be addressed separately, and will be subject to discussion and debate.*

- A. Rich Huebner * Approval of Minutes from March 26, 2024 Study Session and Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Jennifer Leslie * Approval of Minutes from March 05, 2024 and March 19, 2024 Planning Commission Meetings
- D. Rocky Wallace * Resolution Authorizing the Mayor to Sign a Two-Page Transportation Improvement Board (TIB) Updated Cost Estimate for the East Goodlander Road / Lancaster Road Traffic Signal Project
- E. Rocky Wallace * Resolution Authorizing the Mayor to Sign a Contract with Northeast Electric, LLC, Related to the City's East Goodlander Road / Lancaster Road Traffic Signal Project
- F. Rich Huebner * Resolution authorizing the Mayor sign a 34-page Interagency Agreement with Yakima County for reimbursement of expenses related to the acquisition, installation, and implementation of Flock Automated License Plate Reader Cameras

11) **Public Hearings – None**

12) **General Business**

- A. New Business - None
- B. Old Business - None

13) **Resolutions**

- A. Jeff Peters Resolution authorizing the Mayor to sign two four-page Professional Services Contracts to (1) Reestablish the Professional Services Relationship with the City’s Hearing Examiner, and (2) Establish a Hearing Examiner Pro Tem.
- B. Rocky Wallace Resolution Authorizing the Mayor to “Task Order No. 2024-04” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the Civic Center Remodel Project.
- C. Rich Huebner Resolution establishing the City’s intention to execute a contract with a consultant firm to complete the Climate Element of the City’s future Comprehensive Plan.
- D. Rob Case Decision on “Appeal” of Code Enforcement Decision
- E. Rob Case Resolution Approving New Collective Bargaining Agreement with Police Sergeants and Officers for 2024-2026
- F. Rob Case Resolution Approving New Collective Bargaining Agreement with Police Clerks and Limited-Commissioned Officers for 2024-2026
- G. Rob Case Resolution Approving New Collective Bargaining Agreement with Public Works Department Union Employees for 2024-2026

14) **Ordinances – None**

15) **Reports/Announcements**

- A. Departments
- B. Councilmembers, personally and on behalf of committees and boards
- C. City Attorney
- D. City Administrator
- E. Mayor or Presiding Officer, personally and on behalf of committees and board

16) **Executive Session – None**

17) **Closed Session – None**

18) **Adjournment**

Next Regular Study Session: May 14, 2024

Next Regular Meeting: April 23, 2024



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/9/2024
Agenda Number: 10A

Action Item

Title: Approval of Meeting Minutes from March 26, 2024 Council Meeting

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

**City of Selah | City Council
Study Session Minutes
March 26, 2024**

Call to Order:

Mayor Bell called the meeting to order at 4:31 p.m.

Councilmembers Present: David Monaghan, Clifford Peterson, Elizabeth Marquis, Michael Costello, William Longmire, Jared Iverson

Councilmember Absence: Kevin Wickenhagen

Guest Present: Tom Beckwith from Beckwith Consulting.

Mr. Peters introduces Tom Beckwith. Mr. Beckwith shares a PowerPoint presentation on the City of Selah ADU/Middle Housing Analysis.

Councilmember Marquis asked if ADU's can be multifamily. Mr. Beckwith states yes. Mr. Peters continues to say that you can add an ADU on to the existing structure to make it multifamily. Mayor Bell asks if you have to allow two ADUs to the primary structure. Mr. Beckwith replies that it will not be required. Councilmember Monaghan asks if Canyon Cliffs was considered affordable housing. Mr. Beckwith states that it is middle housing. Councilmember Marquis asks for clarification that Canyon Cliffs is considered middle housing. Mr. Beckwith shares that it could be considered middle housing but not affordable housing. Mayor Bell states that Selah has some alleys and they are within ½ mile of a bus stop. Mr. Beckwith states that Selah's bus stops are not considered a transit center. Mr. Peters follows up to say that a transit center would include light rail and major transit centers. Mayor Bell shares that he has concerns about zero lot lines in the alleys. Mr. Beckwith explains that conditions can be added to the code such as room for removal of snow and garbage to preserve the right of way in the alley. Councilmember Peterson states that south Selah has long narrow lots, how do you get access without an alley. Mr. Beckwith states that some regulations will not be required in some areas due to feasibility. Councilmember Monaghan asks how other cities are handling Airbnb's. Mr. Beckwith shares that some set a percentage that are allowed in the City or have imposed additional taxations, he will bring examples when that time comes for review.

5:27p.m. Break until regular meeting.

**City of Selah | City Council
Regular Meeting Minutes
March 26, 2024**

Call to Order:

Mayor Bell called the meeting to order at 5:33 p.m.

Roll Call:

Councilmembers Present: David Monaghan, Clifford Peterson, Elizabeth Marquis, Michael Costello, William Longmire, Jared Iverson

Councilmember Absence: Kevin Wickenhagen

Staff Present: Rich Huebner, City Administrator; Rob Case, City Attorney; James Lange, Fire Chief; Rocky Wallace, Public Works Director; Kimberly Grimm, City Clerk/Treasurer; Jeff Peters, Community Development Supervisor; Zack Schab, Recreation Director; and Treesa Morales, Executive Assistant.

Pledge of Allegiance was said by all in attendance

Invocation:

Aaron Crumrine from Selah Covenant Church provided prayer.

Getting to know local businesses, agencies and/or people:

Mayor Bell introduces Noah Lorton, a Selah High School Senior Drum Major, and presents Noah with the City of Selah Community Pride Award and Selah Community Pride Award Coin.

Comments from the Public:

Katrina Henkle from the Selah Downtown Association provides updates including a reminder about the Beautification Grant, an SDA workshop, and the SDA rummage sale. Mrs. Henkle also shares that the SDA won a grant for evaluating Selah's Entrepreneurial Ecosystem System, an email and invitation was sent to all Councilmembers. A survey is out for any Entrepreneur in Selah.

Next, Barb Petrea, from the Selah Community Days Association (SCDA), presented an update on the upcoming 2024 event.

Then, Russell Carlson, community member, spoke about the mural design and has two follow up concerns – first, at the last meeting the committee talked about the mural representing the disenfranchised, which it is to include all not just some as it states “all are welcome in Selah” in the legal agreement; second, Mr. Carlson expressed his concern that not all members of the committee have viewed the design, and that the son of one the members had been attending in her place due to English proficiency issues, but he believes the member speaks great English and questioned the switch.

Consent Agenda (all items listed with an asterisk (*) are considered part of the consent agenda and are enacted in one motion).

Mayor Bell presented the stipulations of the Consent Agenda. Councilmember Marquis requested to move item 13-A to the consent agenda. Mayor Bell notified the Council that item 13-A will be moved to the consent agenda. Councilmember Monaghan second. Councilmember Costello moved to approve the Consent Agenda with amendments. Councilmember Iverson seconded, Mayor Bell restated the motion and asked council for discussion. Hearing none, Mayor Bell requested a voice vote to approve the motion. By voice vote motion carries.

Approved Consent Agenda:

- A. Treesa Morales * Approval of Minutes from March 12, 2024 Study Session and Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Rocky Wallace * Resolution Authorizing the Mayor to “Task Order No. 2024-03” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s Well No. 6 and Zone 3 Booster Pump Station Generator Project
- D. Rocky Wallace * Resolution Declaring the Well No. 3 Pump Replacement Project to be Complete and Accepting the Work and Materials

General Business

A. New Business

i. Kaylene Stiles and Richard Perez from United Way

Mayor Bell introduces Richard Perez and Faren Lange from United Way.

Mr. Perez, Director of Development for United Way, explains how the United Way can work with Selah to make it a better place for everyone. The United Way will celebrate their 70th anniversary in 2025. They have a rich history working with nonprofits in Yakima and Kittitas County to identify pressing needs in the community. All funds that are raised in Yakima County stay in the communities, the more money that is raised the more money there is for grants. The new granting cycle is approaching early this summer for fellow nonprofits, the grant application can be found on their portal. The United Way vets the local nonprofits and agencies that have received funding. Dolly Parton Imagination Library was started in Selah, now over 5 thousand children in Yakima County are enrolled. A large achievement for the organization this year was the ability to hire on the Marketing and Advancement Manager, Faren Lange.

Ms. Lange is passionate to get both boots on the ground and granting money to local nonprofits across the agency. She has been meeting with local Elected Officials to see what the local need is in each community. Granting may not always be the need, sometimes it is water or working with the school districts to be sure that kids have their basic needs to address generational poverty. She encouraged officials and local business owners to figure out what they are passionate about and how the United Way can partner with them to help.

Mr. Perez adds that this last grant cycle they were able to fund over 44 local agencies and nonprofits. Getting more input is going to be very effective. A moving truck was purchased to help move resources to the more unreached communities. An updated brochure is handed to Councilmembers and available to the public.

General Business

B. Old Business

i. Evaluation and Approval or Disapproval of Conceptual Design of Mural

Mayor Bell calls Courtney Hernandez and SAFE Committee members to the podium to present the conceptual design for the mural.

Ms. Hernandez, Amanda Watson, and Anita Callahan, members of the SAFE Committee introduce themselves. Ms. Hernandez states that all information asked for has been gathered, all members of the committee including Ms. McCartney and Mr. Sample have seen the design, voted, and accepted it. Ms. Hernandez asks if there are any questions.

Mayor Bell asks City attorney Rob Case to present on the City side.

Mr. Case lets Ms. Hernandez know that he did forward on the screenshot images and emails that have been exchanged to the City Council, Mayor, and City Administrator. Mr. Case introduces the additional blue sheet and proposed resolution with the words added in the therefore paragraph, no names shall be used or included in the design. This is just a proposed resolution, Council may take action or not, or amend it, tonight. Back on the first blue page the fully quoted summary agreement, one provision of the settlement agreement is to allow the mural and fund up to \$25,000 toward the mural on the approved design. The settlement agreement states that the mural shall communicate that all are welcome in Selah, not necessarily using words. The question for Council is, does the conceptual design fit with in the description in the settlement?

Ms. Watson is happy to speak to the concerns of all being welcome: We mean that, we are not here to snow anyone or be sneaky. We want to see a representation of everyone who lives here. The committee was made in large part by the City, we have been trying to connect since last July. We had a hard time getting the City's committee members to show up. The timeframe by which the settlement set forth has passed, we would like to get you what you need and are eager to get started.

Councilmember Iverson moves to approve the conceptual design. Councilmember Costello seconded. Mayor Bell restated the motion and asked for discussion. Hearing none, Mayor Bell asked for roll call.

Executive Assistant Morales called roll. Councilmember Monaghan – no; Councilmember Peterson – yes; Councilmember Marquis – yes; Councilmember Costello – yes; Councilmember Wickenhagen – absent; Councilmember Longmire – yes; Councilmember Iverson – yes. Motion passes.

ii. Resumption of Appeal Hearing (“Appeal” of Decision on a Code Complaint)

Mayor Bell introduces City Attorney Case to present comments, focus of appeal is intended to be if the decision is correct or incorrect.

William Longmire comes to the podium. Mr. Longmire asks the council to find the missing inspection record. In his original complaint he states more than two violations, he thought that the emails would be turned over to Ms. Hamilton. It appears that not all the detailed information was there. Mr. Longmire asks for an overturn of the decision, a new investigation take place, and an audit of the City’s processes. RCW.19.27.050 states that we shall uphold the building code.

Councilmember Marquis asks if one of his concerns is that rebar was not in the footing before it was poured. Mr. Longmire states that there is an email from the contractor that states that there is not rebar in the footing, the Building Official has the emails. Councilmember Marquis clarifies that there is not a way to check for rebar now and asks Mr. Longmire what the desired outcome would be. Mr. Longmire says that the City believes they did no wrong and is not required to uphold the law, and he believes we need to change that mind set. He recommends that the Building Official and Building Inspector be certified. Mr. Longmire says a new investigation with all the information being there is all I am asking for.

Councilmember Iverson asks if the emails were requested and just not received. Mr. Longmire says that the Building Official has them and was CC’d on almost everything. Mr. Longmire states that he didn’t put everything in the timeline, he wanted to see how broken the process was. He is here to help fix it. Councilmember Iverson wants to see how we can prevent this in the future but this isn’t the matter at hand. Mr. Longmire hasn’t seen the documents and assumed they were not handed over, that is why he wants a new investigation.

City Administrator Rich Huebner states that Ms. Hamilton signed under penalty of perjury that she reviewed all documentation. Keep in mind the investigation and the processes are entirely different. Mr. Longmire says that the Building Official has the emails and that what Ms. Hamilton signed only focused on the garage footing, but the original complaint was for multiple issues.

Councilmember Peterson understands the frustration but it sounds like the frustration should be with the contractor. It sounds like the process is there or you wouldn’t be here. Maybe we need to streamline it to make it more user friendly. I really don’t see a remedy. Mr. Longmire states

that his job is to be sure his house is built correctly, however the Building Official and City Attorney at the time tells me there are no code issues. What am I to do.

Councilmember Monaghan says it seems the system isn't broken just issues within it that are failing. Mr. Longmire states that in the staff report that the City has no duty to enforce the code. So when I am told there is not issue what am I supposed to do. Councilmember Monaghan asks if you are asking for a new investigation do things need to be torn out. Mr. Longmire asks for the Council to find the inspection record for the rebar in the slab. It isn't there.

Councilmember Iverson states it says in the staff report that all the emails were considered. If we go back on this what will be reviewed that we are not seeing. Mr. Longmire says the inspection report doesn't exist, also Yakima couldn't verify they inspected it. Councilmember Iverson reads an email that states Mr. Longmire will operate as though there are no code compliance issues. Mr. Longmire says he didn't have a leg to stand on. He was being told there was no code issues. Councilmember Iverson asks how do we fix it, it was 5 years ago. Mr. Longmire states there is no inspector for the footing and slab.

Councilmember Costello asks but didn't Ms. Hamilton interview the inspector. Mr. Longmire states that was for the garage footings only. I guess I should have given her all the information myself, I assumed the process would bring it all to light. Never could I get a straight answer. Councilmember Costello asks how do we move forward. City Attorney Case says you could vote today or later. The timeframe for response in writing is 30 days. Mr. Longmire says I can bring back more information.

Councilmember Peterson says he doesn't see how bringing more information will impact whether or not the investigation was done completely. Councilmember Iverson agrees with Councilmember Peterson. Maybe we take a look into the process after this. City Administrator Huebner speaks to Councilmember Costello's question and restates what City Attorney Case said and letting the Council know that if they bring it back at the next meeting they will need to be prepared to have a written response two days after that meeting.

Councilmember Monaghan motions to repeal Ms. Hamilton's inspection. City Attorney Case asks repeal. City Administrator Huebner clarifies that Councilmember Monaghan wants to uphold the appeal and overturn the investigation. Councilmember Monaghan answers absolutely. Councilmember Iverson asks then what are we looking for the next time we look at this. City Attorney Case speaks to the inspection card, both parties are in agreeance that it does not exist. To reopen this investigation at this point, all statues of limitations have been met. Changing processes can still be done outside of this appeal. City Administrator Huebner continues that if the motion passes it would be asked for Council to give specific direction to what was not fulfilled in the investigation.

Mayor Bell states there is a motion on the floor, is there a second. Hearing none the motion fails.

Councilmember Peterson moves to deny the appeal and uphold the investigation.
Councilmember Costello seconded. Mayor Bell restated the motion and asked for discussion.

Councilmember Iverson states that some of these things need to be brought up and see what we can do so this never happens again. Mayor Bell asks for discussion. Hearing none, Mayor Bell asked for roll call.

Executive Assistant Morales called roll. Councilmember Monaghan – yes; Councilmember Peterson – yes; Councilmember Marquis – yes; Councilmember Costello – yes; Councilmember Wickenhagen – absent; Councilmember Longmire – abstain, the appellant; Councilmember Iverson – yes. Motion passes.

City Attorney Case states he will bring a proposed written decision to the next Council Meeting. Mr. Case states that at any time Council can bring forward changes to the law or process. City Administrator Huebner offers to schedule a study session to look over all the processes that have been a part of this appeal.

Resolutions

13-B. Resolution approving a 6% increase to the City of Selah's Solid Waste Utility rate, effective July 1, 2024.

Introduced by Mayor Bell. Presented by City Administrator, Rich Huebner. After presentation,

Councilmember Costello moved to approve the Resolution as presented. Councilmember Marquis seconded. Mayor Bell restated the motion and asked Council for discussion.

Councilman Iverson asks if they are required to give us 30-day notice. City Administrator Huebner states that they are not required to give us notice per the contract. The City has to give the residents a 45-day notice. Councilmember Iverson asks if gas prices change will the rate change with the decrease. City Administrator Huebner answers most likely not. Councilmember Costello ask if there is not another surcharge and there is extra money from the 6% increase can it be carried over to next year to avoid a rate increase. City Administrator confirms that is possible and Council can change that at any time. Councilmember Peterson asks if the City or Basin collect for the garage bill and to clarify if the funds from the increase are carried over if extra is collected. City Administrator Huebner clarifies that funds are collected by the City, if there are extra funds, yes they can carry over.

Hearing no further discussion, Mayor Bell requested roll call from Mrs. Morales. Executive Assistant Morales called roll. Councilmember Monaghan – yes; Councilmember Peterson – yes; Councilmember Marquis – no; Councilmember Costello – yes; Councilmember Wickenhagen – absent; Councilmember Longmire – yes; Councilmember Iverson – yes. Motion passes.

13-C. Yakima County Development Association (YCDA) 2024-2028 Funding Request

Presented by City Administrator, Rich Huebner. After discussion,

Councilmember Iverson moved to approve the Resolution as presented with option B. Councilmember Monaghan seconded. Mayor Bell restated the motion and asked Council for discussion.

Hearing no further discussion, Mayor Bell requested roll call from Mrs. Morales. Executive Assistant Morales called roll. Councilmember Monaghan – yes; Councilmember Peterson – yes; Councilmember Marquis – yes; Councilmember Costello – yes; Councilmember Wickenhagen – absent; Councilmember Longmire – yes; Councilmember Iverson – yes. Motion passes

13-D. Resolution Authorizing the Mayor to Offer a Contractual Amendment to the Police Chief and, if the Police Chief Accepts Such Offer, Further Authorizing the Mayor to Sign and Enter into the Amendment on Behalf of the City

Presented by City Administrator, Rich Huebner. After presentation,

Councilmember Monaghan moved to approve the Resolution as presented. Councilmember Peterson seconded. Mayor Bell restated the motion and asked Council for discussion.

Councilmember Marquis asks for clarification on the vacation accrual, he will accrual 15 days this year. City Administration Huebner states that is correct, it is a prorated amount for this year but next year it will be the full 20 days. City Attorney Case added that he changed weeks to days.

Hearing no further discussion, Mayor Bell requested roll call from Mrs. Morales. Executive Assistant Morales called roll. Councilmember Monaghan – yes; Councilmember Peterson – yes; Councilmember Marquis – yes; Councilmember Costello – yes; Councilmember Wickenhagen – absent; Councilmember Longmire – yes; Councilmember Iverson – yes. Motion passes.

13-E. Resolution approving the reclassification of the Human Resources/Public Records Manager/Administrative Assistant and Clerk/Treasurer positions to Finance Director, authorizing the addition of a Human Resources & Community Outreach Specialist position, and approving the job descriptions for each.

Presented by City Administrator, Rich Huebner. After discussion,

Councilmember Costello moved to approve the Resolution as presented. Councilmember Peterson seconded. Mayor Bell restated the motion and asked Council for discussion.

Hearing no further discussion, Mayor Bell requested roll call from Mrs. Morales. Executive Assistant Morales called roll. Councilmember Monaghan – yes; Councilmember Peterson – yes; Councilmember Marquis – yes; Councilmember Costello – yes; Councilmember Wickenhagen – absent; Councilmember Longmire – yes; Councilmember Iverson – yes. Motion passes.

Ordinances

14-A. Ordinance Amending the 2024 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Positions

Introduced by Mayor Bell. Presented by City Administrator, Rich Huebner. After presentation,

Councilmember Peterson moved to approve the Resolution as presented. Councilmember Monaghan seconded. Mayor Bell restated the motion and asked Council for discussion.

Hearing no further discussion, Mayor Bell requested roll call from Mrs. Morales. Executive Assistant Morales called roll. Councilmember Monaghan – yes; Councilmember Peterson – yes; Councilmember Marquis – yes; Councilmember Costello – yes; Councilmember Wickenhagen – absent; Councilmember Longmire – yes; Councilmember Iverson – yes. Motion passes.

14-B. Ordinance Amending the 2024 Budget to Approve Salary Adjustments, Position Reclassifications and Additions

Introduced by Mayor Bell. Presented by City Administrator, Rich Huebner. After presentation,

Councilmember Costello moved to approve the Resolution as presented. Councilmember Monaghan seconded. Mayor Bell restated the motion and asked Council for discussion.

Hearing no further discussion, Mayor Bell requested roll call from Mrs. Morales. Executive Assistant Morales called roll. Councilmember Monaghan – yes; Councilmember Peterson – yes; Councilmember Marquis – yes; Councilmember Costello – yes; Councilmember Wickenhagen – absent; Councilmember Longmire – yes; Councilmember Iverson – yes. Motion passes.

Staff Updates:

The following staff members provided a department update.

- Public Works Director, Rocky Wallace
- Fire Chief, James Lange
- Community Services Supervisor, Zack Schab
- Community Development Supervisor, Jeff Peters

Councilmember Marquis asks if a City Council member can be on Planning Commission. Mr. Peters states no, that is a conflict of interest. Councilmember Marquis asks if there is an update on the Climate Grant. City Administrator Huebner answers that he will be speaking on that.

- Clerk/Treasurer, Kimberly Grimm
- City Administrator, Rich Huebner

City Administrator Huebner answers the question Councilmember Marquis asked about the update on the Climate Change Grant. Mr. Peters did a great job getting the information back to me. Councilmember Peterson asks if Tom Beckwith is aware of the decision made at the last council meeting. City Administrator Huebner answers yes.

Police Chief Christman was not able to attend the meeting and does not have any updates.

City Administrator Huebner states that he met with the executive director and deputy director from YVCOG and staff member from the Department of Commerce regarding a grant from Commerce to add solar to a new or existing City building. We will do a solar feasibility study at the Civic Center. There is no commitment, obligation, or match required from doing the study.

City Administrator Huebner got formal notice from YVSC that the City was awarded the 2A state softball tournament beginning in 2025. Also, there will be no scheduling conflict with Selah Community Days until 2028.

City Administrator Huebner wants to also recognize Mrs. Morales and say thank you for all her service to the City of Selah.

City Administrator Huebner presents funding and facility options for the future needs of the City. After discussion Councilmembers were in favor of having City Administrator Huebner bring back detailed information on a proposal on the Naches Ave property.

City Administrator Huebner states that the Collective Bargaining Agreements will be ready by the next meeting. Teamsters was not able to meet the deadline for the March 26 agenda.

Mayor Bell asks everyone to stand and applaud Mrs. Morales to thank her for her time with the City.

Councilmember Updates:

- Councilmember Peterson shares he attended both a Fire Commission and SPRSA meeting.
- Councilmember Costello will attend the Emergency Management scenario with FEMA on Thursday.
- Councilmember Longmire will attend a SPRSA meeting on April 10th and reports there will be a pool cleaning day on May 4th.
- Mayor Bell really enjoyed the trip to Washington D.C and states it was productive.

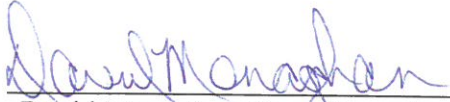
City Attorney Update: Mr. Case does not have an update. He thanks Mrs. Morales for her service to the City.

Adjournment

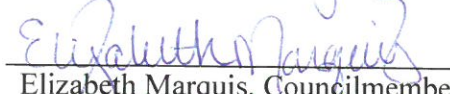
Councilmember Costello moved to adjourn the meeting. Mayor Bell adjourned.

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Meeting ended at 8:25 p.m.



David Monaghan, Councilmember



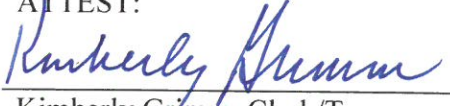
Elizabeth Marquis, Councilmember

ABSENT

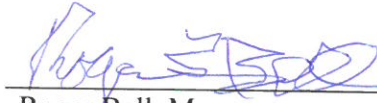
Kevin Wickenhagen, Councilmember



Jared Iverson, Councilmember

ATTEST:


Kimberly Grimm, Clerk/Treasurer



Roger Bell, Mayor



Clifford Peterson, Councilmember



Michael Costello, Councilmember



William Longmire, Councilmember



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/9/2024
Agenda Number: 100

Action Item

Title: Approval of Claims and Payroll

From: Kimberly Grimm, City Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: See attached payroll and claims directories

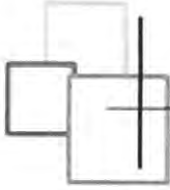
Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None



Accounts Payable Register 03/26/2024

Fiscal: 2024

Deposit Period: 2024 - MAR

Check Period: 2024 - MAR - 2ND COUNCIL

Number	Name	Print Date	Clearing Date	Amount
Banner Bank	1306024212			
Check				
<u>181360</u>	City of Selah	3/14/2024		\$14,544.44
<u>181361</u>	Washington Teamsters Welfare Trust	3/14/2024		\$53.76
<u>181362</u>	City of Selah	3/14/2024		\$895.28
<u>181363</u>	Rocky Wallace	3/14/2024		\$280.00
<u>181364</u>	Roger Bell	3/14/2024		\$280.00
<u>181365</u>	Margita A. Dornay, Attorney at Law	3/26/2024		\$8,000.00
<u>181366</u>	Cascade Natural Gas Corp	3/26/2024		\$846.28
<u>181367</u>	Yakima County	3/26/2024		\$16,333.72
<u>181368</u>	Abadan	3/26/2024		\$878.33
<u>181369</u>	Amazon Capital Services	3/26/2024		\$47.62
<u>181370</u>	AMB Tools & Equipment	3/26/2024		\$697.83
<u>181371</u>	Anatek Labs	3/26/2024		\$234.00
<u>181372</u>	Beckwith Consulting Group	3/26/2024		\$6,015.00
<u>181373</u>	Bill Harris Used Cars Inc	3/26/2024		\$294.64
<u>181374</u>	Card Service Center	3/26/2024		\$4,956.03
<u>181375</u>	Cascade Natural Gas Corp	3/26/2024		\$7,896.62
<u>181376</u>	CDW Government, Inc.	3/26/2024		\$321.06
<u>181377</u>	Central Chain & Transmission, Inc.	3/26/2024		\$87.16
<u>181378</u>	Chelsea Kennedy	3/26/2024		\$19.99
<u>181379</u>	Christensen, Inc.	3/26/2024		\$439.46
<u>181380</u>	Cintas	3/26/2024		\$146.42
<u>181381</u>	City of Sunnyside	3/26/2024		\$4,919.00
<u>181382</u>	Copiers Northwest, Inc.	3/26/2024		\$209.98
<u>181383</u>	Diana Betts	3/26/2024		\$90.00
<u>181384</u>	Diesel Werx	3/26/2024		\$11,772.10
<u>181385</u>	Edge Construction Supply, Inc.	3/26/2024		\$205.21
<u>181386</u>	First National Bank Omaha	3/26/2024		\$6,858.63
<u>181387</u>	Gray & Osborne, Inc.	3/26/2024		\$4,539.95
<u>181388</u>	HD Fowler Company	3/26/2024		\$1,028.77

<u>181389</u>	Helms Hardware Company	3/26/2024	\$2,974.66
<u>181390</u>	HLA Engineering & Land Surveying, Inc.	3/26/2024	\$44,119.29
<u>181391</u>	Independent Water Service, Inc.	3/26/2024	\$1,131.95
<u>181392</u>	iSpyFire, Inc.	3/26/2024	\$703.95
<u>181393</u>	J & B Medical Supply Inc	3/26/2024	\$559.82
<u>181394</u>	Jamie Starr	3/26/2024	\$72.50
<u>181395</u>	Knobel's Electric, Inc.	3/26/2024	\$469.08
<u>181396</u>	Kustom Signals, Inc.	3/26/2024	\$5,070.04
<u>181397</u>	L & S Fencing	3/26/2024	\$44.37
<u>181398</u>	Laura Conger/Petty Cash	3/26/2024	\$50.08
<u>181399</u>	Lightning Graphics, Inc.	3/26/2024	\$272.92
<u>181400</u>	Medstar Cabulance, Inc.	3/26/2024	\$13,423.29
<u>181401</u>	NC Machinery Yakima	3/26/2024	\$70.15
<u>181402</u>	ODP Business Solutions, LLC	3/26/2024	\$93.53
<u>181403</u>	Overhead Door Of Yakima	3/26/2024	\$573.99
<u>181404</u>	Pablo Mejia	3/26/2024	\$47.50
<u>181405</u>	Pacific Power	3/26/2024	\$45,479.03
<u>181406</u>	Primary Electric & Design LLC	3/26/2024	\$873.48
<u>181407</u>	Principal Life Ins Company	3/26/2024	\$675.00
<u>181408</u>	Regence Blue Shield	3/26/2024	\$147.00
<u>181409</u>	Res-Com Services LLC	3/26/2024	\$526.34
<u>181410</u>	Screening Mimies	3/26/2024	\$1,130.65
<u>181411</u>	Securitas Technology Corporation	3/26/2024	\$320.71
<u>181412</u>	Selah Community Days Association	3/26/2024	\$9,657.49
<u>181413</u>	Sirchie Fingerprint Laboratories	3/26/2024	\$90.66
<u>181414</u>	Slap It On Vinyl	3/26/2024	\$1,890.00
<u>181415</u>	Springbrook Holding Company, LLC	3/26/2024	\$44,353.45
<u>181416</u>	Thomson Reuters - West	3/26/2024	\$232.52
<u>181417</u>	Travelers	3/26/2024	\$115.00
<u>181418</u>	US Postmaster	3/26/2024	\$320.00
<u>181419</u>	Valley Septic Services LLC	3/26/2024	\$145.00
<u>181420</u>	Valvoline Instant Oil Change	3/26/2024	\$47.64
<u>181421</u>	Verizon Wireless	3/26/2024	\$4,129.36
<u>181422</u>	Victoria Sanchez	3/26/2024	\$72.50
<u>181423</u>	Wash Central	3/26/2024	\$385.01
<u>181424</u>	Wilbur-Ellis Company LLC	3/26/2024	\$3,093.21
<u>181425</u>	William Ervin	3/26/2024	\$479.50
<u>181426</u>	Yakima Cooperative Association	3/26/2024	\$11,486.28
<u>181427</u>	Yakima County Department Of Corrections	3/26/2024	\$25,169.33
<u>181428</u>	Yakima County GIS	3/26/2024	\$170.00
		TotalCheck	\$313,557.56
		Total1306024212	\$313,557.56
		Grand Total	\$313,557.56

Claims Voucher/Check Approval

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.



Accounts Payable Specialist

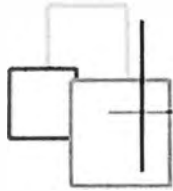


Clerk/Treasurer

Subscribed this 26th day of March, 2024

The following voucher/checks are approved for payment:

Voucher/check numbers 181360 through 181428 Total \$ 313,557.56
& 181162VOID



Payroll Register 03/29/2024

Number	Name	Fiscal Description	Cleared	Amount
<u>86145</u>	Wickenhagen, Charles K	2024 - MAR - 2ND COUNCIL		\$295.67
<u>86146</u>	Dept of Labor & Industries	2024 - MAR - 2ND COUNCIL		\$7,955.93
<u>86147</u>	Employment Security Department	2024 - MAR - 2ND COUNCIL		\$455.58
<u>86148</u>	Employment Security Department - PFML	2024 - MAR - 2ND COUNCIL		\$1,822.20
<u>86149</u>	Employment Security Department - WA CARES	2024 - MAR - 2ND COUNCIL		\$816.94
<u>86150</u>	HRA VEBA Trust - PD & PW YA063	2024 - MAR - 2ND COUNCIL		\$3,021.56
<u>86151</u>	Selah Police Association Employee Fund	2024 - MAR - 2ND COUNCIL		\$290.00
<u>86152</u>	Teamsters Local #760 - PW Dues	2024 - MAR - 2ND COUNCIL		\$902.00
<u>86153</u>	Trusteed Service Plan	2024 - MAR - 2ND COUNCIL		\$975.00
<u>86154</u>	Vision Services Plan	2024 - MAR - 2ND COUNCIL		\$85.35
<u>86155</u>	Washington Teamsters Welfare Tr-Medical	2024 - MAR - 2ND COUNCIL		\$95,792.30
<u>86156</u>	Washington Teamsters Welfare Trust	2024 - MAR - 2ND COUNCIL		\$9,494.40
<u>86157</u>	Western Conf of Teamsters Pension Tr-PD	2024 - MAR - 2ND COUNCIL		\$2,626.12
<u>86158</u>	Western Conf of Teamsters Pension Tr-PW	2024 - MAR - 2ND COUNCIL		\$1,536.00
<u>EFT03292024-AFLAC</u>	AFLAC Remittance Processing	2024 - MAR - 2ND COUNCIL		\$129.32
<u>EFT03292024-DCP</u>	Dept of Retirement - Def Comp	2024 - MAR - 2ND COUNCIL		\$4,288.64
<u>EFT03292024-DRS</u>	Dept of Retirement Systems	2024 - MAR - 2ND COUNCIL		\$33,324.89
<u>EFT03292024-FIT/FICA</u>	Default Tax Vendor-Fed W/H, FICA/Medicare	2024 - MAR - 2ND COUNCIL		\$53,448.97
<u>EFT03292024-WSSR</u>	Washington State Support Registry	2024 - MAR - 2ND COUNCIL		\$628.50
<u>March 29 2024</u>	Payroll Vendor	2024 - MAR - 2ND COUNCIL		\$156,859.79
				\$374,749.16

Payroll Approval

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.


Payroll Specialist


City Clerk/Treasurer

Subscribed this 29th day of March, 2024

The following voucher/checks are approved for payment:

Voucher/check number 86145 through 86158 Total \$ 374,749.16
+ EFT03292024-AFLAC, FIT/FICA, DCP, DRS, WSSR



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/9/2024
Agenda Number: 106

Informational Item

Title: Minutes from March 05, 2024 and March 19, 2024 Planning Commission Meetings

From: Jennifer Leslie, Building Permit Technician

Action Requested: Informational - No Action Needed

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: N/A

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Action Taken: None

City of Selah
Planning Commission Minutes
Of
March 05, 2024

A. Call to Order

Vice Chair Apodaca calls the meeting to order at 5:32 pm.

B. Roll Call

Members Present: Vice Chair Apodaca, Commissioners: Graf and Elliott.
Members Absent: Chairman Smith.
Staff Present: Jeff Peters, City Planner.
Guest: Tom Beckwith on Zoom.

C. Agenda Changes

D. Communications

1. Oral - None
2. Written - None

E. Approval of Minutes

1. Approval of minutes from February 06, 2024

Vice Chair Apodaca asks for a motion to approve the minutes from the February 06, 2024 meeting.

Commissioner Graf makes a motion.

Commissioner Elliott seconds.

Minutes are approved with a voice vote of 3-0.

F. Public Hearings

G. General Business

1. Old Business - None
2. New Business -

Mr. Peters investigated House Bill 1110 after discussion with the Planning Commission, based on population it appears that Selah is exempt. Mr. Peters found that the City of Selah is exempt from House Bill 1110.

Mr. Peters shares that “we have to do our due diligence” to comply with the provisions that fit the City because we received grant monies before the state fully understood how the house bills would apply to all Cities.

Mr. Peters introduces Tom with Beckwith Consulting to share a presentation on Current Housing Densities, Application of State Housing Regulations, and Potential Middle Housing Regulations.

Mr. Peters provides a review of the Middling Housing Definitions as applied to SMC Title 10 Appendix A.

H. Reports/Announcements

1. Chairman - None
2. Commissioners - None
3. Staff -

Mr. Peters shares that Commissioner Chandler has resigned from the Planning Commission.

Mr. Peters states that the City of Selah Housing Action Plan was adopted by City Council.

Mr. Peters speaks on documents and presentations that will be presented in the few months.

H. Adjournment

Vice Chair Apodaca asks for a motion to adjourn the meeting.

Commissioner Elliott motions to adjourn.

Commissioner Graf seconds.

Vice Chair Apodaca adjourns the meeting at 7:19pm with a voice vote of 3-0.


Vice Chair, Jammie Apodaca

City of Selah
Planning Commission Minutes
Of
March 19, 2024

A. Call to Order

Chairman Smith calls the meeting to order at 5:34pm.

B. Roll Call

Members Present: Chairman Smith, Vice Chair Apodaca, Commissioners: Graf and Elliott.
Members Absent: None
Staff Present: Jeff Peters, City Planner.
Guest: Tom Beckwith on Zoom.

C. Agenda Changes

D. Communications

1. Oral - None
2. Written - None

E. Approval of Minutes

1. Approval of minutes from March 05, 2024

Chairman Smith asks for a motion to approve the minutes from the March 05, 2024 meeting.

Commissioner Elliott makes a motion.

Commissioner Graf seconds.

Minutes are approved with a voice vote of 3-0.

F. Public Hearings

G. General Business

1. Old Business - None
2. New Business -

Mr. Peters presents the highlights of the City of Selah Buildable Land Analysis.

Mr. Peters shares an overview of the Selah Municipal Codes Chapter 11.02 Adoption of International Codes and Standards.

Mr. Peters states that after the Planning Commission Public Hearing recommendation for the Adoption of the International Building Codes goes to City Council, the City Council may wait to adopt the Ordinance due to an appeal that is currently on the City Council Agenda.

H. Reports/Announcements

1. Chairman - None
2. Commissioners - None
3. Staff -

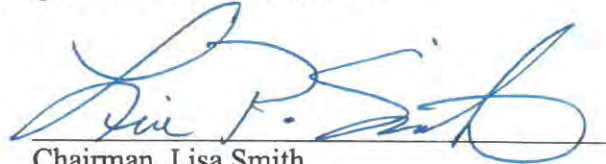
Mr. Peters shares that the Climate Change Grant and Beckwith Contract were voted down at the last City Council meeting. The timeline that was messaged to the Planning Commission earlier in the week will change moving forward. Mr. Peters hopes to have an updated at the next meeting. Mr. Peters did not want to speak farther on the record.

H. Adjournment

Chairman Smith motions to adjourn.

Commissioner Elliott seconds.

Chairman Smith adjourns the meeting at 6:40pm with a voice vote of 4-0.



Chairman, Lisa Smith



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/9/2024

Agenda Number: 100

Action Item

Title: Resolution Authorizing the Mayor to Sign a Two-Page Transportation Improvement Board (TIB) Updated Cost Estimate for the East Goodlander Road / Lancaster Road Traffic Signal Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$84,780.00 of City funds, which will be paired with \$538,020.00 of TIB fund; resulting in a combined total of \$622,800.00. The Selah School District will then fully reimburse the City for the funds the City expended.

Funding Source: Street Fund 111

Background/Findings/Facts: The City previously received a funding commitment from the Washington State Transportation Improvement Board (TIB) for a portion of the costs on this Project. TIB's original commitment was for \$612,810.00, as reflected in the attached TIB Updated Cost Estimate. Now, due to the actual construction contract proving lower than previously estimated, TIB's commitment will be reduced by \$74,790.00 and thus will be \$538,020.00.

To reflect this change, TIB has prepared a two-page Updated Cost Estimate. A Copy is appended to this AIS and City staff is requesting that the City Council – by approving the appended proposed Resolution – authorize the Mayor to sign it.

The Selah School District has committed to fully reimbursing the City for the funds the City expends. Thus, it is contemplated that this project will ultimately be completed at not cost to the City.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
--------------	----------------------

1/9/2024	Resolution No. 3077 Authorizing the Mayor to "Task Order No. 2024-01" with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City's East Goodlander Road / Lancaster Road Traffic Signal Project
12/12/2023	Resolution No. 3067 authorizing the Mayor and Clerk/Treasurer to sign a one-page Washington State Transportation Improvements Board Project funding status form, Pertaining to the City's East Goodlander Road / Lancaster Road Traffic Signal Project
12/12/2023	Resolution No. 3066 Authorizing the Mayor and Clerk/ Treasurer to Sign a One-Page Washington State Transportation Improvement Board Project Funding Status Form, Pertaining to the City's East Goodlander Road / Lancaster Road Traffic Signal Project.
8/8/2023	Resolution No. 3038 Authorizing the Mayor to Sign a Transportation Improvements Board (TIB) Funding Application for the 2023 Urban Arterial Program for the East Goodlander Road / Lancaster Road Traffic Signal Project

RESOLUTION NO. 3106

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A TWO-PAGE TRANSPORTATION IMPROVEMENT BOARD UPDATED COST ESTIMATE, FOR THE EAST GOODLANDER ROAD / LANCASTER ROAD TRAFFIC SIGNAL PROJECT

WHEREAS, the City previously received a funding commitment from the Washington State Transportation Improvement Board (TIB) for a portion of costs for the City's East Goodlander Road / Lancaster Road Traffic Signal Project; and

WHEREAS, such original funding commitment was for \$612,810.00, as reflected in the TIB Updated Cost Estimate; and

WHEREAS, the construction bid opening was held and the total construction contract proved to be lower than originally estimated; and

WHEREAS, as a result of such lower total construction contract, TIB's monetary contribution will be correspondingly reduced by \$74,790.00 and thus will be \$538,020.00; and

WHEREAS, to reflect this change, TIB has prepared a two-page Updated Cost Estimate form/agreement, and the terms thereof are acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists;

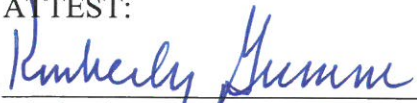
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the two-page Updated Cost Estimate in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of April, 2024.



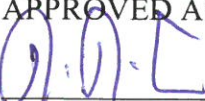
Roger Bell, Mayor

ATTEST:



Kimberly Grimm, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney



Transportation Improvement Board
Updated Cost Estimate

Form generated on 01 Apr 2024

Agency **SELAH**

TIB Project No **8-4-182(008)-1**

Project Name **E Goodlander Road Signal - Landcaster Rd Signal**

BID OPENING
 Submit form PRIOR to award of contract

Current TIB Commitment
 \$ **612,810**

TOTAL COST ESTIMATE AT BID OPENING

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
		88,800		534,000
Phase Total		Phase Total		622,800
		Total Project Cost		622,800

Include a cost breakdown for Construction Other

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost

Engineering Over 20 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
0	25,000		0		25,000
Total Eligible Project Cost					597,800

Include a cost breakdown of Other Noneligible costs
 Minor Change = \$25,000

Change in Eligible Total Project Cost (Total Eligible Project Cost - Previous Phase Eligible Cost) -83,100

Calculated Total TIB funds 538,020

Based on the project ratio the calculated surplus amount is \$74,790

Enter -74,790 in Requested Change cell

Requested Change -74,790

Requested Total TIB funds 538,020

Enter explanation for the change in Total Project Cost in the space below
 Good bidding environment costs were approximately 9% below the engineer's estimate.

Based on the cost information shown above, the agency requests a TIB fund surplus of \$74,790

FUNDING PARTNER PARTICIPATION

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	612,810	538,020
SELAH	68,090	84,780
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
TOTALS	\$680,900	\$622,800

Funding Partner Total is Correct

- REQUIRED ATTACHMENTS**
- ▶ Submit BID TABULATIONS with Updated Cost Estimate
 - ▶ Include a cost breakdown of Other Noneligible costs in cell B24
 - ▶ Enter brief explanation for COST DECREASE in cell B32

AGENCY OFFICIAL

By my signature below, I certify the costs shown are true and correct and I am authorized to financially indebted the agency.

Roger L. Bell
Printed or Typed Name

Mayor
Title



Roger L. Bell 4/9/2024
Signature & Date

REGISTERED ENGINEER

I certify the bid tabulations are accurate and correct.

Jerry D. Alapeteri
Printed or Typed Name

Jerry D. Alapeteri 4.03.24
Signature & Date

BID SUMMARY						BIDDER NO. 1		BIDDER NO. 2	
Owner: City of Selah Project: E Goodlander Road and Lancaster Road Traffic Signal HLA Project No.: 22205 Bid Opening Date: March 29, 2024 TIB PROJECT NO.: 8-4-182(008)-1						Northeast Electric, LLC 1780 Down River Dr Woodland, WA, 98674		Knobel's Electric, Inc. 801 Tennant Ln. Yakima, WA, 98901	
ITEM NO.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT				
1	Minor Change	1	FA	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	Mobilization	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 48,100.00	\$ 48,100.00	\$ 50,000.00	\$ 50,000.00
3	Project Temporary Traffic Control	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 40,000.00	\$ 40,000.00	\$ 27,500.00	\$ 27,500.00
4	Unclassified Excavation Incl. Haul	35	CY	\$ 260.00	\$ 9,100.00	\$ 150.00	\$ 5,250.00	\$ 480.00	\$ 16,800.00
5	Crushed Surfacing Top Course	40	TON	\$ 110.00	\$ 4,400.00	\$ 60.00	\$ 2,400.00	\$ 90.00	\$ 3,600.00
6	HMA Cl. 3/8-Inch PG 64H-28	15	TON	\$ 500.00	\$ 7,500.00	\$ 450.00	\$ 6,750.00	\$ 350.00	\$ 5,250.00
7	Adjust Manhole	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
8	Adjust Catch Basin	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,800.00	\$ 2,800.00
9	Landscape Restoration	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
10	Cement Conc. Traffic Curb and Gutter	70	LF	\$ 100.00	\$ 7,000.00	\$ 150.00	\$ 10,500.00	\$ 65.00	\$ 4,550.00
11	Cement Conc. Sidewalk 4-Inch Thick	20	SY	\$ 290.00	\$ 5,800.00	\$ 150.00	\$ 3,000.00	\$ 180.00	\$ 3,600.00
12	Cement Conc. Curb Ramp	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,800.00	\$ 3,800.00
13	Signal System, Complete	1	LS	\$ 440,000.00	\$ 440,000.00	\$350,000.00	\$ 350,000.00	\$361,100.00	\$ 361,100.00
14	Pavement Markings	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 35,200.00	\$ 35,200.00
BID TOTAL					\$ 587,000.00		\$ 534,000.00		\$ 546,200.00
ENGINEER'S REPORT						ADDITIONAL BID TOTALS			
Competitive bids were opened March 29, 2024. All bids have been reviewed by this office. We recommend the contract be awarded to: Northeast Electric, LLC.						BIDDER			
Digitally signed by  Terry Alapeteri Date: 2024.03.29 13:14:26-07'00'									
Project Engineer			Date						
									
*Bid results can be found at: hlacivil.com						*Highlighted amounts have been corrected.			



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/9/2024

Agenda Number: 10E

Action Item

Title: Resolution Authorizing the Mayor to Sign a Contract with Northeast Electric, LLC, Related to the City’s East Goodlander Road / Lancaster Road Traffic Signal Project Contingent on the Washington State Transportation Improvement Board’s Approval

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$534,000.00 (but TIB will be providing most of the funds on this project, the City’s ten percent match will be reimbursed to the City by the Selah School District)

Funding Source: 111 Street Improvements Fund

Background/Findings/Facts: This pertains to the City’s East Goodlander Road / Lancaster Road Traffic Signal Project. The City solicited competitive sealed bids from interested contractors to install a traffic signal at the intersection of East Goodlander and Lancaster Road, where one does not currently exist. The received bids were opened and comparatively evaluated at City Hall at approximately 11:00 a.m., Friday, March 29, 2024. A total of two (2) bids were opened and compared. The lowest qualified bid was for the total amount of \$534,000.00, as submitted by Northeast Electric, LLC, of Woodland, Washington.

HLA and Public Works both recommend that the City award the project to Northeast Electric, LLC. A “Contract” measuring six total pages (which pages are numbered 4-2 through 4-7, because they will be part of a larger total package of contract documents which package will include the specifications, bid material, and other items) has been prepared. A copy of such Contract is appended to this AIS. Its terms are acceptable to HLA and Public Works, and Public Works requests that the City Council authorize the Mayor – via approval of the attached proposed Resolution – to sign it.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:

1/9/2024	Resolution No. 3077 Authorizing the Mayor to "Task Order No. 2024-01" with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City's East Goodlander Road / Lancaster Road Traffic Signal Project
12/12/2023	Resolution No. 3067 authorizing the Mayor and Clerk/Treasurer to sign a one-page Washington State Transportation Improvements Board Project funding status form, Pertaining to the City's East Goodlander Road / Lancaster Road Traffic Signal Project
12/12/2023	Resolution No. 3066 Authorizing the Mayor and Clerk/ Treasurer to Sign a One-Page Washington State Transportation Improvement Board Project Funding Status Form, Pertaining to the City's East Goodlander Road / Lancaster Road Traffic Signal Project.
8/8/2023	Resolution No. 3038 Authorizing the Mayor to Sign a Transportation Improvements Board (TIB) Funding Application for the 2023 Urban Arterial Program for the East Goodlander Road / Lancaster Road Traffic Signal Project

RESOLUTION NO. 3115

RESOLUTION AUTHORIZING THE MAYOR SIGN A SIX-PAGE AGREEMENT WITH NORTHEAST ELECTRIC, LLC, FOR THE CITY'S EAST GOODLANDER ROAD / LANCASTER ROAD TRAFFIC SIGNAL PROJECT CONTIGENT ON THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD'S APPROVAL

WHEREAS, the City desires to construct a traffic signal at the intersection of East Goodlander Road and Lancaster Road, where one does not currently exist; and

WHEREAS, the City – with assistance by the City's retained engineering firm of HLA Engineering and Land Surveying, Inc. – solicited competitive sealed bids from interested contractors for such construction work, comparatively evaluated the received bids, and determined the lowest qualified bidder to be Northeast Electric, LLC, of Woodland, Washington; and

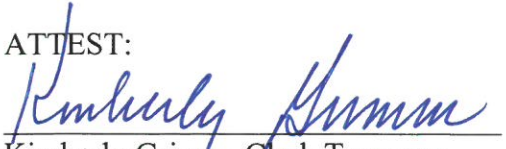
WHEREAS, the City desires to award this project to Northeast Electric, and to enter into a construction contract for the overall total cost of \$534,000.00; and


WHEREAS, a written "Contract" measuring six total pages (which pages are numbered 4-2 through 4-7 because the Contract will be part of a larger total package of contract documents which package will include the specifications, bid material, and other items) has been prepared, and the terms of the proposed Contract are acceptable to City staff;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows: (1) that the Mayor be and is authorized to sign, and Rocky D. Wallace be and is authorized to fill-in the appropriate data on any blank lines on, the six-page Contract with Northeast Electric, LLC, in the form appended hereto; (2) if an award letter and/or any other documentation proves necessary to effectuate awarding and/or receiving this scope of work, the Mayor and/or Rocky D. Wallace are likewise authorized to sign and/or prepare such; and (3) if it becomes possible for the City to obtain this scope of work for a lessor amount than currently contemplated, the Mayor and/or Rocky D. Wallace are authorized to enter into and/or sign any necessary agreements or documents without further approval by the City Council.

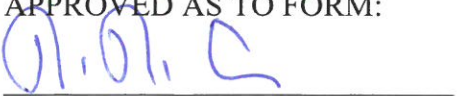
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of April, 2024.

ATTEST:


Kimberly Grimm, Clerk Treasurer


Roger Bell, Mayor

APPROVED AS TO FORM:


Rob Case, City Attorney



March 29, 2024

City Of Selah
115 W Naches Ave
Selah, WA, 98942

Attn: Mayor Roger Bell,

Re: City of Selah
E Goodlander Road and Lancaster Road Traffic Singal
HLA Project No.: 22205
TIB Project No.:8-4-182(008)-1
Recommendation of Award

Dear Mayor Bell:

The bid opening for the above referenced project was held at City of Selah Council Chambers at 11:00 am on Friday, March 29, 2024. A total of two (2) bids were received with the low bid of \$534,000.00, being offered by Northeast Electric, LLC, of Woodland, WA. This low bid is approximately nine (9) percent below the Engineer's Estimate of \$587,000.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Selah award a construction contract to Northeast Electric, LLC, in the amount of \$534,000.00 contingent upon approval from TIB to award. Please send us a copy of the City of Selah Council meeting minutes authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,




Digitally signed by
Terry Alapeteri
Date: 2024.04.01
07:59:44-07'00'

Terry Alapeteri, PE

TDA/jdb

Enclosures

Copy: Rocky Wallace, Kimberly Grimm, City of Selah
Taylor Denny, Angie Ringer, HLA

BID SUMMARY						BIDDER NO. 1		BIDDER NO. 2	
Owner: City of Selah Project: E Goodlander Road and Lancaster Road Traffic Signal HLA Project No.: 22205 Bid Opening Date: March 29, 2024 TIB PROJECT NO.: 8-4-182(008)-1						Northeast Electric, LLC 1780 Down River Dr Woodland, WA, 98674		Knobel's Electric, Inc. 801 Tennant Ln. Yakima, WA, 98901	
ITEM NO.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT				
1	Minor Change	1	FA	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	Mobilization	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 48,100.00	\$ 48,100.00	\$ 50,000.00	\$ 50,000.00
3	Project Temporary Traffic Control	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 40,000.00	\$ 40,000.00	\$ 27,500.00	\$ 27,500.00
4	Unclassified Excavation Incl. Haul	35	CY	\$ 260.00	\$ 9,100.00	\$ 150.00	\$ 5,250.00	\$ 480.00	\$ 16,800.00
5	Crushed Surfacing Top Course	40	TON	\$ 110.00	\$ 4,400.00	\$ 60.00	\$ 2,400.00	\$ 90.00	\$ 3,600.00
6	HMA Cl. 3/8-Inch PG 64H-28	15	TON	\$ 500.00	\$ 7,500.00	\$ 450.00	\$ 6,750.00	\$ 350.00	\$ 5,250.00
7	Adjust Manhole	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
8	Adjust Catch Basin	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,800.00	\$ 2,800.00
9	Landscape Restoration	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
10	Cement Conc. Traffic Curb and Gutter	70	LF	\$ 100.00	\$ 7,000.00	\$ 150.00	\$ 10,500.00	\$ 65.00	\$ 4,550.00
11	Cement Conc. Sidewalk 4-Inch Thick	20	SY	\$ 290.00	\$ 5,800.00	\$ 150.00	\$ 3,000.00	\$ 180.00	\$ 3,600.00
12	Cement Conc. Curb Ramp	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,800.00	\$ 3,800.00
13	Signal System, Complete	1	LS	\$ 440,000.00	\$ 440,000.00	\$350,000.00	\$ 350,000.00	\$361,100.00	\$ 361,100.00
14	Pavement Markings	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 35,200.00	\$ 35,200.00
BID TOTAL					\$ 587,000.00		\$ 534,000.00		\$ 546,200.00
ENGINEER'S REPORT						ADDITIONAL BID TOTALS			
Competitive bids were opened March 29, 2024. All bids have been reviewed by this office. We recommend the contract be awarded to: Northeast Electric, LLC.						BIDDER			
Digitally signed by  Terry Alapeteri Date: 2024.03.29 13:14:26-07'00'									
Project Engineer						Date			
									
*Bid results can be found at: hlacivil.com						*Highlighted amounts have been corrected.			

CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this _____ day of _____, 2024, by and between the City of Selah, hereinafter called the OWNER, and _____, hereinafter called the CONTRACTOR,

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

- I. The CONTRACTOR shall do all work and furnish all tools, materials, and equipment for the bid amount of \$ _____, for E GOODLANDER ROAD AND LANCASTER ROAD TRAFFIC SIGNAL, HLA Project No. 22205, in accordance with and as described in the attached Plans and Specifications, and the Standard Specifications for Road, Bridge, and Municipal Construction, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

Contract time shall begin on the first working day following the Notice to Proceed Date and shall be completed within thirty-five (35) working days of the date of such Notice to Proceed (see SPECIAL PROVISIONS - Section 1-08.5).

If said work is not completed within the time specified, the CONTRACTOR agrees to pay to the OWNER for each and every working day said work remains uncompleted after expiration of the specified time, liquidated damages as determined in Section 1-08.9.

The CONTRACTOR shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as are mentioned in the Specifications to be furnished by the OWNER.

- II. The OWNER hereby promises and agrees with the CONTRACTOR to employ, and does employ the CONTRACTOR to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached Plans and Specifications and the terms and conditions herein contained; and hereby contracts to pay for the same according to the attached Specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this Contract.
- III. The CONTRACTOR for himself, and for his/her heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all the covenants herein upon the part of the CONTRACTOR.
- IV. It is further provided that no liability shall attach to the OWNER by reason of entering into this Contract, except as expressly provided herein.
- V. CONTRACTOR is an independent contractor and not an employee of the OWNER. The OWNER has designated the Contract performance and the CONTRACTOR shall be responsible for the details of that work. The parties recognize the CONTRACTOR has unique skills not otherwise available to the OWNER to accomplish the purpose of the Contract. The CONTRACTOR shall supply all equipment and supplies necessary to accomplish the Contract. The parties recognize that the purpose of the Contract is not within the regular course of business of the OWNER. The parties state that the right of control over the activities necessary to perform the Contract are with the CONTRACTOR.

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

OWNER:

City of Selah, Washington

(SEAL)

By: _____

ATTEST:

Name: Roger Bell

Title: City Mayor

Name: Kimberly Grimm

Title: City Clerk

CONTRACTOR:

(CONTRACTOR NAME)

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

(SEAL)

Name: _____
(Please Print or Type)

ATTEST:

Address: _____

Phone: _____

Email: _____

Name: _____
(Please Print or Type)

CERTIFICATIONS

CITY OF SELAH
E GOODLANDER ROAD AND LANCASTER ROAD TRAFFIC SIGNAL
HLA PROJECT NO. 22205

Provide the following:

Name of Traffic Control Manager (TCM)
(Must be an employee of the Contractor)

Phone: _____

Email: _____

Name of Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Phone: _____

Email: _____

Name of Mandatory Alternate Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Phone: _____

Email: _____

Name of Certified Testing Laboratory for Material Testing

Phone: _____

Email: _____

CONTRACT BOND

CITY OF SELAH
E GOODLANDER ROAD AND LANCASTER ROAD TRAFFIC SIGNAL
HLA PROJECT NO. 22205

BOND TO CITY OF SELAH

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, _____,

as principal, and _____,

a corporation organized and existing under the laws of the State of _____, as a Surety corporation, and qualified under the laws of the State of Washington to become Surety upon bonds of contractors with municipal corporations, as Surety, are jointly and severally held and firmly bound to the City of Selah in the penal sum of \$ _____ for the payment of which sum we bind ourselves and our successors, heirs, administrators, or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington and the Ordinances of the City of Selah.

Dated at _____, Washington, this _____ day of _____, 2024.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to action of the City of Selah, on _____, 2024, the City Mayor of said City of Selah, has let or is about to let to the said

_____, the above bounden Principal, a certain Contract, the said Contract being numbered HLA Project No. 22205, and providing for the construction of E GOODLANDER ROAD AND LANCASTER ROAD TRAFFIC SIGNAL which Contract is referred to herein and is made a part hereof as though attached hereto, and

WHEREAS, the said Principal has accepted, or is about to accept, the said Contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____ shall faithfully perform all the provisions of said Contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said Contract, and shall pay all laborers, mechanics, sub-contractors and material men and all industrial insurance premiums, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Selah harmless from any damage or expense by reason of failure of performance as specified in said Contract or from defects appearing or developing in the material or workmanship provided or performed under said Contract within a period of one year after its acceptance thereof by the City of Selah, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

CITY OF SELAH
E GOODLANDER ROAD AND LANCASTER ROAD TRAFFIC SIGNAL
HLA PROJECT NO. 22205

SURETY: _____

CONTRACTOR: _____

By: _____
(Attorney-in-fact)

CONTRACTOR NAME

Name: _____
(Please Print or Type)

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

Agent: _____

Name: _____
(Please Print or Type)

Address: _____

Surety Representative Name:

Surety Representative Phone:

Surety Representative Email:

SCHEDULE OF WORKING HOURS

CITY OF SELAH
E GOODLANDER ROAD AND LANCASTER ROAD TRAFFIC SIGNAL
HLA PROJECT NO. 22205

In accordance with Section 1-08.0(2) Hours of Work, the normal straight time working hours for this project will be from _____ a.m. to _____ p.m., _____ days per week. It is understood that normal straight time working hours shall not exceed 40 hours per week, regardless of the number of days worked per week. All hours worked in excess of 40 hours per week shall be considered as overtime hours subject to the reimbursement provisions of Section 1-08.0(2) Hours of Work and Section 1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees.

Overtime hours are defined as any hours in excess of or outside of the above normal straight time working hours when the Contractor and/or his subcontractors are on the project site performing work.

I hereby certify that my subcontractors have been notified of the normal straight time working hours provisions of this project and understand that Engineer/Contracting Agency costs for overtime hours will be deducted from amounts due to me for work performed on the project.

Contractor

Signature

Date



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/9/2024
 Agenda Number: 10F

Action Item

Title: Resolution authorizing the Mayor sign a 34-page Interagency Agreement with Yakima County for reimbursement of expenses related to the acquisition, installation, and implementation of Flock Automated License Plate Reader Cameras.

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Approval of this Resolution will positively impact the City at an amount of \$30,780, which will offset a previously incurred and remitted expense of the same amount.

Funding Source: Yakima County American Rescue Plan Act (ARPA) funds, which will reimburse the City for the previously incurred and remitted expense from the 001 General Fund for the first year of operation of the Flock Cameras.

Background/Findings/Facts: On April 11, 2023, the City Council approved Resolution 3000, which authorized the Mayor to sign an agreement with Flock Safety for the acquisition, installation, and implementation of Flock Automated License Plate Reader Cameras. As stated in Resolution 3000, the City had received a letter from Yakima County, agreeing to fund the \$30,780 expense by reimbursement through County ARPA funds. The attached agreement from Yakima County needs to be executed by the City in order to receive the reimbursement from the County.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:**

04/11/2023	Resolution No. 3000 authorizing the Mayor to sign an agreement with Flock Safety for the acquisition, installation, and implementation of Flock Automated License Plate Reader Cameras.
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RESOLUTION NO. 3107

A RESOLUTION AUTHORIZING THE MAYOR SIGN A 34-PAGE INTERAGENCY AGREEMENT WITH YAKIMA COUNTY FOR REIMBURSEMENT OF EXPENSES RELATED TO THE ACQUISITION, INSTALLATION, AND IMPLEMENTATION OF FLOCK AUTOMATED LICENSE PLATE READER CAMERAS

WHEREAS, on April 11, 2023, the Selah City Council approved Resolution 3000 authorizing the acquisition, installation, and implementation of Flock Automated License Plate Reader (ALPR) Cameras; and

WHEREAS, as mentioned in the Agenda Item Summary (AIS) accompanying Resolution 3000, the City has previously received a letter from Yakima County in which the County agreed to fund the \$30,780 expense by reimbursement through its American Rescue Plan Act (ARPA) funds; and

WHEREAS, the City of Selah needs to effectuate an agreement with Yakima County in order to receive the reimbursement; and

WHEREAS, the City desires to receive the reimbursement funds; and

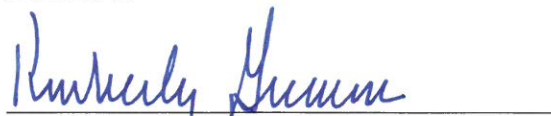
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the City Council authorizes the Mayor to sign a 34-page Interagency Agreement with Yakima County for reimbursement of expenses related to the acquisition, installation, and implementation of Flock Automated License Plate Reader Cameras.


PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of April, 2024.



Roger Bell, Mayor


ATTEST:



Kimberly Grimm, Clerk Treasurer

Rob Case, City Attorney

**AGREEMENT NO. 37604 BETWEEN YAKIMA COUNTY AND
 SELAH POLICE DEPARTMENT IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN,
 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD**

1. Contracted Firm Selah Police Department 317 S. 1 st St. Selah, WA. 98942	2. Award Amount \$30,780.00	3. Contractor is a: <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor
4. Contracted Firm Representative Dan Christman, Police Chief Selah Police Department 617 S 1st St Selah, WA 98942 (509)698-7347 dan.christman@selahwa.gov	5. Yakima County Financial Services Craig Warner, Financial Services Director Yakima County 128 N. 2 nd St Rm 231 Yakima, WA 98901 509-574-1313 craig.warner@co.yakima.wa.us	
6. Yakima County Contract Manager Stefanie Truex, Sr Manager Yakima County 128 N. 2 nd St Rm 231 Yakima, WA 98901 509-574-1504 craig.warner@co.yakima.wa.us	7. Start Date 08/01/2023	
	8. End Date 08/31/2026	
	9. ALN # 21.027 – Coronavirus State and Local Fiscal Recovery Funds	
	10. Federal Agency: U.S. Department of Treasury	
11. UEI # GDDVBKM61PR1	12. Contract Number ARPA-37604	
13. Contract Purpose & Description: The American Rescue Plan (ARP) /Coronavirus State and Local Fiscal Recovery Funds (SLFRF) requires that the payments from the Coronavirus State and Local Fiscal Recovery Funds be used to cover expenses: (1) that respond to the COVID-19 public health emergency or its' negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (2) that respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (3) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent fiscal year prior to the emergency; and (4) that make necessary investments in water, sewer, or broadband infrastructure.		
14. IN WITNESS WHEREOF YAKIMA COUNTY and the AGENCY NAME acknowledge and accept the terms of this AGREEMENT, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this AGREEMENT as of the date below. This AGREEMENT Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this AGREEMENT. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto.		
FOR THE CONTRACTED FIRM:  _____ Signature 4/9/24 _____ Date Roger L. Bell _____ Name Mayor _____ Title	BOARD OF COUNTY COMMISSIONERS _____ LaDon Linde, Chairman _____ Amanda McKinney, Commissioner _____ Kyle Curtis, Commissioner	
Approved as to Form: _____ Yakima County Deputy Prosecuting Attorney	DATED Attest: _____ Julie Lawrence, Clerk of the Board Agreement Number:	

(FACE SHEET)

WHEREAS, pursuant to the provisions of the Revised Code of Washington (RCW) §36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, this AGREEMENT is entered into between the local government ARPA recipient YAKIMA County (herein call COUNTY) and City of Selah (herein called FIRM).

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties mutually agree as follows:

SECTION NO. 1: SERVICES

FIRM shall provide those services set forth in the Scope of Work attached hereto as Attachment "A" consisting of one page and is incorporated herein by reference. Services provided by FIRM shall be performed to the standard set by the County Representative, listed on the contract.

SECTION NO. 2: FINANCIAL REQUIREMENTS

FIRM agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this AGREEMENT, and the federal regulations and any executive orders commonly applicable to federal grants.

SECTION NO. 3: TERM

The term of this AGREEMENT shall commence as of the start date on the FACE SHEET and shall terminate on the end date on the FACE SHEET.

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contracted FIRM relationship will be created by this AGREEMENT. FIRM and/or employees, agents or any subrecipient to this contracted FIRM performing under this AGREEMENT are not employees or agents of the COUNTY in any manner whatsoever. FIRM will not be presented as, nor claim to be, an officer or employee of the COUNTY by reason of this AGREEMENT nor will FIRM make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY by reason of this AGREEMENT, including but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

The above section requirements shall not be applicable if the Firm is a Yakima County department.

SECTION NO. 5: COMPLIANCE WITH LAWS

FIRM and the COUNTY agree that all activity pursuant to this AGREEMENT will be in accordance with all applicable current federal, state and local laws, rules and regulations. As a recipient of federal financial assistance under this AGREEMENT, FIRM shall comply with all applicable state and federal statutes, regulations, executive orders and guidelines, including but not limited to the following:

- A. FIRM must comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the ADA 28 CFR Part 35. The ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.
- B. FIRM shall solely comply with any and all applicable federal, state and local laws, regulations, executive orders, OMB Circulars and/or policies and the COUNTY will not be responsible for determining FIRM's compliance. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Person (RCW 70.92), and safety and health regulations.

FIRM shall comply with all applicable federal/state non-discrimination laws, regulations and policies and the COUNTY will not be responsible for determining FIRM's compliance. No person shall on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded in whole or in part, under this AGREEMENT.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by FIRM, the COUNTY may rescind, cancel or terminate the AGREEMENT in whole or in part in its sole discretion. FIRM is responsible for all costs or liability arising from its failure to comply with application laws, regulations, executive orders, OMB Circulars or policies.

SECTION NO. 6: EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS

FIRM agrees to comply with the applicable requirements of 28 CFR Part 38.

SECTION NO. 7: NEW CIVIL RIGHTS PROVISION

FIRM shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT and the COUNTY will not be responsible for determining FIRM's compliance.

SECTION NO. 8: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

FIRM must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services and the COUNTY will not be responsible for determining FIRM's compliance. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. Department of Homeland Security (DHS) published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

SECTION NO. 9: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

FIRM will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If FIRM is not required to formulate an EEOP, it will submit a certification to the Office of Civil Rights (OCR) and the COUNTY indicating that it is not required to develop an EEOP and the COUNTY will not be responsible for determining FIRM's compliance.

If FIRM is required to develop an EEOP but not required to submit the EEOP to the OCR, FIRM will certify in writing to the COUNTY that it has an EEOP on file which meets the applicable requirements. If FIRM is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and the COUNTY. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification will also be submitted to the COUNTY. Information about civil rights obligations of grantees can be found at <http://www.opj.usdoj.gov/program/civil-rights/overview>.

SECTION NO. 10: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- A. FIRM, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. 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 (A)(2) of this section; and
 4. Have not within a three (3) year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.
- B. Where FIRM is unable to certify to any of the statements in this AGREEMENT, FIRM shall attach an explanation to this AGREEMENT.
- C. FIRM agrees by signing this AGREEMENT that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the COUNTY.
- D. FIRM further agrees by signing this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier grantee certifies, by signing this AGREEMENT that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier grantee is unable to certify to any of the statements in this AGREEMENT, such grantee shall attach an explanation to this AGREEMENT.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

SECTION NO. 11: COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES

- A. The COUNTY shall reimburse FIRM an amount up to and not exceeding the award amount referenced on the face sheet. This reimbursement amount is based upon the budget line items set forth in Exhibit "B", attached hereto consisting of two pages and hereby incorporated herein by reference. There will be no initial payment.

- B. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this AGREEMENT. FIRM shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.
- C. FIRM will submit monthly reimbursement requests to the COUNTY by detailing the expenditures for which reimbursement is sought. Payment for the expenditures will only occur if the request is submitted with the appropriate supporting documentation, including, but not limited to timesheets and time/effort certifications. Requests for reimbursement shall be uploaded directed to COUNTY ARP portal.
- D. In conjunction with each reimbursement request, FIRM shall certify that services performed under this AGREEMENT do not duplicate any services charged against any other grant, subgrant, or other funding source.
- E. Unless otherwise set forth in the bid, quote, submittal, and accepted by the COUNTY in the AGREEMENT, payment shall be timely if made by the COUNTY no later than thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by FIRM.
- F. The pricing submitted by FIRM and accepted by the COUNTY is inclusive of applicable payment terms, as well as, any and all fees incurred by FIRM in accepting payment. No additional fees or charges shall apply, unless otherwise preapproved by the COUNTY.
- G. Contract pricing (fees, commissions, mark-ups, etc.) will remain firm for the duration of this AGREEMENT.
- H. Eligible invoice reimbursement documentation must be dated on or after 03/03/2021.

SECTION NO. 12: RECOVERY OF FUNDS

Whenever, under the AGREEMENT, any sum of money shall be recoverable from or payable by FIRM to the COUNTY the same amount may be deducted from any sum due to FIRM under the AGREEMENT or under any other contract between FIRM and the COUNTY including reasonable attorney fees and or any other collection costs. The rights of the COUNTY are in addition and without prejudice to and do not waive, alter or affect any other right the COUNTY may have to claim the amount of any loss or damage suffered by the COUNTY on account of the acts or omissions of FIRM.

SECTION NO. 13: INDEPENDENT AUDIT REQUIREMENTS

- A. FIRM shall have an annual independent fiscal audit conducted of its financial statement and condition, regarding the performance of the Agreement, readily delineating ARP/SLFRF funds.
 - 1. FIRM shall submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with FIRM's response to the audit and a corrective action plan, if any, no later than six (6) months after the end of FIRM's fiscal year. FIRM hereby consents to COUNTY's receipt and review of the independent auditor's working papers, upon request by the COUNTY.
 - 2. Failure to engage auditors and provide proof of such engagement shall be considered contractual non-performance and may result in corrective action and withholding of payment.

3. If, under separate agreement, FIRM is required to provide a 2 CFR Part 200 annual audit, which, at a minimum, meets the requirements of this AGREEMENT, then compliance with the other separate agreement will also serve as compliance with the Agreement, provided that said audit is provided to the COUNTY.

SECTION NO. 14: SINGLE AUDIT ACT REQUIREMENTS

- A. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. The term “non-federal entity,” as defined in 2 CFR Part 200, means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- B. If FIRM is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. FIRM has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.
- C. FIRM shall maintain auditable records and accounts to facilitate the audit requirement and shall ensure that any sub-recipients to the contracted FIRM also maintain auditable records. FIRM is responsible for any audit exceptions incurred by its own organization or of its sub-recipients. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- D. FIRM must respond to the COUNTY’s requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from FIRM all disallowed costs resulting from the audit.
- E. Once the single audit has been completed and if it includes any audit findings, FIRM must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of FIRM’s fiscal year(s):

**Stefanie Truex
Senior Manager
Yakima County
128 N. 2nd St Rm 231
Yakima, WA 98901**

- F. If FIRM claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, FIRM must send a completed “2 CFR Part 200 Subpart F Audit Certification Form” to the COUNTY at the address listed above identifying this AGREEMENT and explaining the criteria for exemption no later than nine (9) months after the end of the FIRM’s fiscal year(s).
- G. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption

from the audit requirements of this provision has been established.

- H. FIRM shall include the above audit requirements in any sub-contracts.
- I. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this AGREEMENT. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, FIRM's failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; and, the suspension of federal awards until the audit is conducted.

SECTION NO. 15: VENUE STIPULATION

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the PARTIES arising out of this AGREEMENT shall be the Superior Court of Yakima County, Washington. FIRM, by execution of this AGREEMENT, acknowledges the jurisdiction of the courts of the State of Washington.

SECTION NO. 16: SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition of this AGREEMENT or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the AGREEMENT, which can be given effect without the invalid provision. To this end, the terms and conditions of this AGREEMENT are declared severable.

SECTION NO. 17: AMENDMENTS AND MODIFICATIONS

- A. FIRM and/or the COUNTY may request, in writing, an amendment or modification of this AGREEMENT. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the COUNTY and FIRM. No other understandings or agreements, written or oral, shall be binding on the parties.
- B. The COUNTY reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by FIRM of the COUNTY's notification of a contemplated change, FIRM shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect FIRM's ability to meet the completion dates or schedules of this AGREEMENT.
- C. If the COUNTY so instructs in writing, FIRM shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.
- D. If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment and FIRM shall not commence work on any such change until such written amendment has been issued and signed by each of the PARTIES.

SECTION NO. 18: CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, FIRM hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of FIRM to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, FIRM will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, FIRM will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

SECTION NO. 19: PERSONNEL

- A. FIRM represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- B. All of the services required herein shall be performed by FIRM or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed or permitted under state and local law to perform such services.
- C. Any changes or substitutions on FIRM's key personnel as may be listed herein must be made known to the COUNTY's Contract Manager prior to execution, and written approval granted by the COUNTY before said change or substitution can become effective.
- D. FIRM warrants that all services shall be performed by skilled and competent personnel who shall meet or exceed the professional standards in the field(s) of the work and that services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

SECTION NO. 20: TAXES, FEES, AND LICENSES

Unless otherwise provided in this AGREEMENT, FIRM shall be responsible for paying and maintaining the current status of all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for FIRM required by statute or regulation that are applicable to the AGREEMENT performance.

SECTION NO. 21: CONFLICT OF INTEREST

No officer or employee or governing body member of the COUNTY or FIRM exercising any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT.

The COUNTY may, in its sole discretion, by written notice to FIRM terminate this AGREEMENT if it is found after due notice and examination by the COUNTY that there is a violation of the Conflict of Interest provisions contained within this AGREEMENT.

In the event this AGREEMENT is terminated as provided in this conflict of interest clause, the COUNTY shall be entitled to pursue the same remedies against FIRM as it could pursue in the event of a breach of the AGREEMENT by FIRM. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the COUNTY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this AGREEMENT.

SECTION NO. 22: CONTRACTED FIRM SUB-RECIPIENT

The FIRM shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to the subcontracts.

Every subcontract prepared by FIRM regarding this AGREEMENT shall bind the sub-recipient to follow all applicable terms of this AGREEMENT. FIRM shall be responsible to the COUNTY if the sub-recipient fails to comply with any applicable term or condition of this AGREEMENT. FIRM shall appropriately monitor the activities of the sub-recipient to ensure fiscal conditions of this AGREEMENT. In no event shall the existence of a subcontract operate to release or reduce the liability of FIRM to the COUNTY for any breach in the performance of FIRM's duties.

Every subcontract written related to this AGREEMENT shall include a term that the COUNTY is not liable for claims or damages arising from a subcontractor's performance of the subcontract.

SECTION NO. 23: PROCUREMENT

FIRM shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and all of FIRM's procurement policies and procedures.

SECTION NO. 24: EQUIPMENT, REAL PROPERTY, AND SUPPLY MANAGEMENT (IF APPLICABLE)

- A. "Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose, unless stated otherwise by Treasury. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity, consistent with any guidance that Treasury may issue. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations."
- B. FIRM and any non-federal entity to which FIRM makes a subaward shall comply with 2 CFR

200.318 – 200.326 when procuring any equipment or supplies under this AGREEMENT, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

1. Upon successful completion of the terms of this AGREEMENT, all equipment and supplies purchased through this AGREEMENT will be owned by FIRM, or a recognized non-federal entity to which FIRM has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place;
2. All equipment, and supplies as applicable, purchased under this AGREEMENT will be recorded and maintained in FIRM's inventory system;
3. Inventory system records shall include:
 - a. A description of the property;
 - b. The manufacturer's serial number, model number, or other identification number;
 - c. The funding source for the equipment, including the Federal Award Identification Number (FAIN);
 - d. The Assistance Listings Number [formerly Catalog of Federal Domestic Assistance (CFDA) number];
 - e. The identity of the entity who holds the title;
 - f. The acquisition date;
 - g. The cost of the equipment and the percentage of federal participation in the cost;
 - h. The location, use, and condition of the equipment at the date the information was reported; and
 - i. The disposition data including the date of disposal and sale price of the property.
4. FIRM must take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two (2) years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by FIRM to determine the cause of the difference. FIRM shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
5. FIRM shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. Further, if applicable, FIRM shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
6. FIRM must develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to the COUNTY.
7. FIRM shall obtain and maintain all necessary certifications and licenses for the equipment.
8. If FIRM is authorized or required to sell the property, proper sales procedures shall be established and followed to ensure the highest possible return. For disposition, if upon

termination or at the AGREEMENT end date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, FIRM shall comply with the following procedures:

- a. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, FIRM shall retain the supplies for use on other activities or sell them, but shall, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
- b. For Equipment:
 1. Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency; or
 2. Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. FIRM shall compensate the federal-sponsoring agency in accordance with the requirements of 2 CFR 200.313 (e)(2).
9. Records for equipment shall be retained by FIRM for a period of six (6) years from the date of disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by FIRM until all litigation, claims, or audit findings involving the records have been resolved.
- C. Unless expressly provided otherwise, all equipment shall meet all mandatory regulatory and/or federal adopted standards to be eligible for purchase using Federal award funds.
- D. As a subrecipient of federal funds, FIRM shall pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which FIRM makes a subaward of federal award funds under this AGREEMENT.

SECTION NO. 25: DISPUTE RESOLUTION

Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. For the purpose of this AGREEMENT, disputes shall not include the following: 1) failure to fulfill in a timely and proper manner the obligations contained within this AGREEMENT, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the AGREEMENT or 3) violation of any laws or regulations that renders FIRM unable to perform any aspect of the AGREEMENT. A request for a dispute resolution panel shall be in writing, shall state the disputed issue(s), shall state the relative positions of the parties and shall be sent to all parties. The panel shall consist of a representative appointed by the COUNTY, a representative by FIRM and a third party mutually agreed upon by both parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' relevant experience. In the event that the parties are unable to reach agreement on the third panel member the dispute over such member the appointment issue shall be submitted to the Yakima County Superior whom shall have the authority to appoint any person as the third panel member with relevant experience and licensure as set forth above. The panel shall by majority vote, resolve the

dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and RCW 7.04A. The situs of any proceeding before the panel shall occur in Yakima County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

SECTION NO. 26: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless FIRM while acting within the scope of this AGREEMENT as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless FIRM if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of FIRM. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

FIRM agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). FIRM will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The COUNTY and FIRM agree that the obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY employees or agents or FIRM while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and FIRM, by mutual negotiation, hereby waive any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

SECTION NO. 27: SUCCESSIONS AND ASSIGNS

- A. The COUNTY and FIRM each bind itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as above, neither the COUNTY nor FIRM shall assign, sublet, convey, or transfer its interest in this AGREEMENT without the written consent of the other.
- B. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the

COUNTY and FIRM.

SECTION NO. 28: EXECUTION AND APPROVAL

The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this AGREEMENT. Only the PARTIES' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this AGREEMENT. Any alteration, amendment, modification, or waiver of any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by both PARTIES' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, and certifications and documents authorized by or required under this AGREEMENT.

SECTION NO. 29: LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT and prior to normal completion or end date, the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to FIRM as a "Termination for Cause" without providing FIRM an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

The COUNTY shall have the unilateral power to determine by 08/31/2024 or any date after if this contract as a whole has the ability to be spent down completely by the contract end date referenced on the face sheet of this contract. In the event the County believes this contract will not be spent down by the contract end date the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to FIRM as a "Termination for Cause" without providing FIRM an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

SECTION NO. 30: NONASSIGNABILITY

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by FIRM.

SECTION NO. 31: NOTICES

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or FIRM at the address set forth

on the FACE SHEET of this AGREEMENT for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party.

SECTION NO. 32: POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

SECTION NO. 33: RECORDS

- A. FIRM agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect FIRM's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").
- B. FIRM's records relating to this AGREEMENT and the projects funded may be inspected and audited by the COUNTY and/or its designee, by the Office of the State Auditor, or by other state or federal officials authorized by law, for the purposes of determining compliance by FIRM with the terms of this AGREEMENT and to determine the appropriate level of funding to be paid under the AGREEMENT.
- C. The records shall be made available by FIRM for such inspection, and audit together with suitable space for such purpose, at any and all times during FIRM's normal working day.
- D. FIRM shall retain and allow access to all records related to this AGREEMENT and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this AGREEMENT. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by FIRM until all litigation, claims, or audit findings involving the records have been resolved.

SECTION NO. 34: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - 1. All material provided to FIRM by the COUNTY that is designated as "confidential" by the COUNTY;
 - 2. All material produced by FIRM that is designated as "confidential" by the COUNTY; and
 - 3. All personal information in the possession of FIRM that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, date of birth, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. FIRM shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. FIRM shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the

COUNTY or as may be required by law. FIRM shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, FIRM shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this AGREEMENT whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. FIRM shall make the changes within the time period specified by the COUNTY. Upon request, FIRM shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by FIRM against unauthorized disclosure, and FIRM shall ensure destruction of any and all retained copies of such CONFIDENTIAL materials after the period of retention of records required herein.

- C. Unauthorized Use or Disclosure. FIRM shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

SECTION NO. 35: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this AGREEMENT or any other approval or concurrence under this AGREEMENT. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

SECTION NO. 36: PUBLICITY

FIRM agrees not to publish or use any advertising or publicity materials in which the COUNTY's name is mentioned, or language used from which the connection with the COUNTY's name may reasonably be inferred or implied, without the prior written consent of the COUNTY.

SECTION NO. 37: TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this AGREEMENT, FIRM may terminate this AGREEMENT by providing written notice of such termination to the COUNTY's Key Personnel identified in the AGREEMENT, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this AGREEMENT, the COUNTY, in its sole discretion and in the best interests of the COUNTY, may terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to FIRM. Upon notice of termination for convenience, the COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments pending calculation of any amounts owed FIRM pursuant to Section No. 38 below, or prohibit FIRM from incurring additional obligations of funds. In the event of termination, FIRM shall be liable for all damages as authorized by law. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

SECTION NO. 38: TERMINATION OR SUSPENSION FOR CAUSE

In the event the COUNTY, in its sole discretion, determines FIRM has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that renders FIRM unable to perform any aspect of the AGREEMENT, or has violated any of the covenants, agreements or stipulations of this AGREEMENT, the COUNTY has the right to immediately suspend or terminate this AGREEMENT in whole or in part.

The COUNTY shall, except as otherwise provided herein, notify FIRM in writing of the need to take corrective action and provide a period of time in which to cure. The COUNTY is not required to allow FIRM an opportunity to cure if it is not feasible as determined solely within the COUNTY'S discretion. Any time allowed for cure shall not diminish or eliminate FIRM's liability for damages or otherwise affect any other remedies available to the COUNTY. If the COUNTY allows FIRM an opportunity to cure, the COUNTY shall notify FIRM in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the COUNTY, or if such corrective action is deemed by the COUNTY to be insufficient, the AGREEMENT may be terminated in whole or in part.

The COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, pending calculation of any amounts owed FIRM pursuant to Section No. 39 below, or prohibit FIRM from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by FIRM, if allowed, or pending a decision by the COUNTY to terminate the AGREEMENT in whole or in part. In the event of termination for cause, FIRM shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original AGREEMENT and the replacement or cover AGREEMENT and all administrative costs directly related to the replacement AGREEMENT, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that FIRM: (1) was not in default or material breach, or (2) failure to perform was outside of FIRM's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience."

SECTION NO. 39: TERMINATION PROCEDURES

In addition to the procedures set forth below, if the COUNTY terminates this AGREEMENT, FIRM shall follow any procedures specified in the termination notice. Upon termination of this AGREEMENT and in addition to any other rights provided in this AGREEMENT, the COUNTY may require FIRM to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this AGREEMENT..

If the termination is for convenience, the COUNTY shall pay to FIRM an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the COUNTY prior to the effective date of AGREEMENT termination, in the amount agreed upon by FIRM and the COUNTY for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the COUNTY, (iii) other work, services and/or equipment or supplies and services which are accepted by the COUNTY, and (iv) necessary for the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause

of this AGREEMENT. If the termination is for cause, the COUNTY shall determine the extent of the liability of the COUNTY. The COUNTY shall have no other obligation to FIRM for termination. The COUNTY may withhold from any amounts due to FIRM such sum as the COUNTY determines to be necessary to protect the COUNTY against potential loss or liability. The rights and remedies of the COUNTY provided in this AGREEMENT shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the COUNTY in writing, FIRM shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this AGREEMENT except as may be necessary for completion of such portion of the work under the AGREEMENT as is not terminated;
- C. Assign to the COUNTY, in the manner, at the times, and to the extent directed by the COUNTY, all of the rights, title, and interest of FIRM under the orders and sub-contracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the COUNTY to the extent the COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Complete performance of such part of the work not having been completed may be completed by the COUNTY, or its assigns, at COUNTY's discretion, in compliance with all contractual requirements. Further, COUNTY may, at its discretion, allow for FIRM to complete any parts or portions of the agreement not terminated by COUNTY to be completed by FIRM; and
- F. Take such action as may be necessary, or as the COUNTY may require, for the protection and preservation of the property related to this AGREEMENT which is in the possession of FIRM and in which the COUNTY has or may acquire an interest.

SECTION NO. 40: WAIVER

No conditions or provisions to this AGREEMENT can be waived unless approved in advance in writing. Either PARTY's failure to insist upon strict performance of any provision of the AGREEMENT or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this AGREEMENT.

SECTION NO. 41: UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

FIRM is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this AGREEMENT. FIRM may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in the Washington Administrative Code (WAC) 326-30-041.

SECTION NO. 42: INSURANCE

FIRM shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

GENERAL LIABILITY INSURANCE: Firm agrees to maintain a policy with a limit of liability of not less than two million (\$2,000,000.00) each occurrence and five million (\$5,000,000.00) General Aggregate coverage. Insurance shall be written on ISO occurrence form CG 00 01 or an alternative form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limited Products Completed, Operations, or Contractual Liability and/or Cross Liability.

AUTOMOBILE LIABILITY INSURANCE with a combined single limit, or the equivalent of not less than \$2,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must provide that YAKIMA COUNTY, its officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named as additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Yakima County, Its' Officers, Agents and Employees Are Named As An Additional Insured As Respects To AGREEMENT BETWEEN YAKIMA COUNTY AND FIRM, IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD".

WORKERS COMPENSATION: If FIRM has employees, it shall show proof of Worker's Compensation coverage effective in Washington State by providing its State Industrial Account Identification Number. Provision of this number will be FIRM's assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: FIRM shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$2,000,000.00.

Any exclusion to FIRM's insurance policies that may restrict coverage required in the AGREEMENT's insurance requirements must be pre-approved by the Yakima County Corporate Counsel. FIRM's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for FIRM and either the additional insured policy language or a copy of any required endorsement(s) and returned to the Yakima County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on FIRM's general liability policy with respect to activities under the AGREEMENT. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by FIRM.

Failure of FIRM to fully comply with the insurance requirements set forth herein, during the term of the AGREEMENT, shall be considered a material breach of contract and cause for immediate termination of the AGREEMENT at the COUNTY's discretion.

Providing coverage in the above amounts shall not be construed to relieve FIRM from liability in excess of such amounts.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must provide that Yakima County, its officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named as additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used, "Yakima County, Its' Officers, Agents, and Employees are Named As An Additional Insured as Respects To AGREEMENT BETWEEN YAKIMA COUNTY AND FIRM, IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD."

ALTERNATIVE ADEQUATE INSURANCE COVERAGE VERIFICATION: In the event that FIRM is a government agency that is covered by a Risk Pool insurance carrier is not able to comply with the ADDITIONAL INSURED ENDORSEMENT requirement above, upon written consent and acceptance by Yakima County, FIRM may satisfy the additional insured requirement by timely providing a letter from their Risk Pool insurance carrier that indicates that they have adequate and sufficient coverage to be responsible for any claim made in connection with this AGREEMENT in conjunction with the AMERICAN RESCUE PLAN, CORONA VIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD.

SECTION NO. 43: MONITORING

The COUNTY will monitor the activities of FIRM from the award date to closeout. The goal of the monitoring activities will be to ensure that FIRM, as an agency receiving federal pass-through funds, is in compliance with the federal grant award requirements as well as federal/state audit requirements. To document compliance with the 2 CFR Part 200 Subpart F requirements, FIRM shall complete and return to the COUNTY the attached Audit Certification Form which is incorporated herein and made part of this AGREEMENT. The Audit Certification Form must be signed each fiscal year thereafter until the completion of this AGREEMENT.

Monitoring activities performed by the COUNTY may include, but are not limited to:

- a. Review of financial and performance reports; and
- b. Review of reimbursement requests and supporting documentation, including time sheets as well time and effort certifications to ensure compliance with federal rules and regulations.

FIRM is required to pass on this monitoring language in all subcontract awards and to perform all monitoring activities regarding any sub-recipient.

SECTION NO. 44: NON-SOLICITATION AGREEMENT

- A. Each Party understands that the other Party's individual employees are some of the most valuable assets within their organization, responsible for the creative forces behind each Party's advancements in technology and business development. Recognizing the value each Party places on its individual employees and each Party's interest in retaining its employees, it is agreed that during the term of this AGREEMENT, neither Party shall, directly or indirectly, induce or try to induce any employee of the other Party to leave the employment of the other Party or that of any of its subsidiaries or affiliates to work for another person or company that does or may be expected to compete with the non-soliciting Party or any of its subsidiaries or affiliates.

SECTION NO. 45: EXCUSABLE DELAYS

FIRM shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond FIRM's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the COUNTY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

SECTION NO. 46: ANTI-KICKBACK

- A. No officer or employee of the COUNTY, having the power or duty to perform an official act or action related to this AGREEMENT, shall have or acquire any interest in this AGREEMENT, or have solicited, accepted or be granted a present or future gift, favor, service, or other thing of value from or to any person involved in this AGREEMENT.
- B. FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for FIRM to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual, or Firm, other than a bona fide employee working solely for FIRM any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

SECTION NO. 46: PRECEDENCE

Contract Documents: The Contract Documents consist of this agreement and the other documents listed below and all modifications and modifications issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

1. Modifications; and
2. This Agreement; and
3. The Request For Proposals P5001ARP; and
4. FIRM Response to the Request for Proposal.

EXHIBIT A

STATEMENT OF WORK

Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the County and the Subrecipient of a detailed work program and time schedule, the Subrecipient shall, in a satisfactory and proper manner, perform the following types of services:

SELAH POLICE DEPARTMENT:

- The Selah Police Department is installing automated license plate reading (ALPR) cameras to solve and reduce crime. The cameras are built by Flock Safety, a public safety technology company that helps neighborhoods, communities, and regional law enforcement work together to fight crime.
- The Selah Police Department has committed to buying ten (10) Flock Cameras, strategically positioned around the City.

YAKIMA COUNTY RESPONSIBILITIES:

- Provide ARPA Fund Grant reimbursements for up to \$30,780.00
- Submit the ARPA Reporting documentation, provided by to the Federal Government, for the County's quarterly report for ARPA Compliance.
- Review ARPA Reporting documentation for completeness and compliance

EXHIBIT B

BUDGET DETAIL

The below budget is approved for reimbursement of eligible use expenses per the Yakima Board of County Commissioners award amount not to exceed \$30,780.00.

The below format will be required for reimbursements to the project.

Item	Total
Falcon Cameras	25,000.00
Set-Up and Testing	3,500.00
Tax	2,280
Total	\$30,780.00

The Yakima County Finance Director has the authority to amend line item budget figures at their discretion. These changes must stay within the total award amount.

See Scope of Work for detailed description of duties.

Payment Procedures:

1. Requests for reimbursement by the Firm shall be submitted no more than once per month.

In order to be eligible for reimbursement all expenses must be submitted with supporting documentation. **Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.**

2. At the Contractor's first request for reimbursement, Yakima County Financial Services will require detailed back-up documentation for all expenditures. All back-up documentation must be available to all other auditors, upon request.
3. Monthly invoices must be submitted as follows:
 - Electronically: Submitted electronic invoices must be provided to your Contract Manager contact designated on the Face Sheet of this agreement at the Yakima County Financial Services Department. Electronic invoices must be submitted no later than the 10th of the month. If the 10th falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 10th falls on a Sunday, invoices must be received by close of business the following Monday.
4. All County warrants must be issued to the subrecipient no later than September 30, 2026, to qualify for reimbursement.

5. Quarterly Reporting must be submitted via the online ARPA Portal within 15 days of the end of the quarter.

**EXHIBIT C
FFATA FORM**

Subrecipient Agency: _____				
Grant and Year: _____		Agreement Number: _____		
Completed by: _____ <i>Name</i> <i>Title</i> <i>Telephone</i>				
Date Completed: _____				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name: _____			
	Total Compensation amount: \$ _____			
Executive #2	Name: _____			
	Total Compensation amount: \$ _____			
Executive #3	Name: _____			
	Total Compensation amount: \$ _____			
Executive #4	Name: _____			
	Total Compensation amount: \$ _____			
Executive #5	Name: _____			
	Total Compensation amount: \$ _____			
STEP 6				
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: _____ Date: _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

EXHIBIT D
2 CFR Part 200 Subpart F Audit Certification Form
Audits of States, Local Governments, Indian Tribes and Non-Profit Organizations

<i>Contact Information</i>	
Subrecipient Name: _____	
Authorized Chief Financial Officer: _____	
Address: _____	
Email: _____	Phone #: _____

Purpose: As a pass-through entity of federal grant funds, YAKIMA COUNTY is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by YAKIMA COUNTY because it is a non-federal entity that expends federal grant funds received from YAKIMA COUNTY as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to these requirements, you must complete Section A of this form. If your entity **is** subject to these requirements, you must complete Section B of this form. When completed, you must sign, date and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

We did not expend \$750,000 or more of *total* federal awards during the fiscal year.

We are a for-profit agency.

We are exempt for other reasons (describe): _____

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that YAKIMA COUNTY may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the requirements of 2 CFR Part 200 Subpart F
(Complete the information below and check the appropriate box)

We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were no findings related to federal awards from YAKIMA COUNTY. No follow-up action is required by YAKIMA COUNTY as the pass-through entity. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the YAKIMA COUNTY Office of Financial Assistance, is enclosed or is available online at:**
<http://www:> _____

We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were findings related to federal awards. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the YAKIMA COUNTY Office of Financial Assistance, is enclosed or is available online at:**
<http://www:> _____

Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] _____ for Fiscal Year ending [enter date] _____. We will forward a copy of the audit report to YAKIMA COUNTY Office of Financial Assistance at that time or provide the state auditor report number: _____.

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from YAKIMA COUNTY until the grant agreement contract is closed.

Signature of Authorized Financial Official: _____ Date: _____
Print Name & Title: _____

EXHIBIT E - CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	
Address:	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|-----------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

EXHIBIT F

DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ **Date:** _____

Print Name and Title: _____

EXHIBIT G
ONLY IF APPLICABLE

DATA SHARING, NON-DISCLOSURE AND USE AGREEMENT (IF APPLICABLE)
BETWEEN YAKIMA COUNTY AND FIRM

This Data Sharing, Non-Disclosure and Use Agreement (“Agreement”) is entered into by and between YAKIMA COUNTY, a political subdivision of the State of Washington (hereinafter “COUNTY”) and FIRM, (hereinafter “FIRM”) to enable the sharing of Data and other confidential and proprietary information between the COUNTY and FIRM, as the COUNTY’S ARP recipient. The COUNTY and FIRM may be hereinafter referred to individually as a "Party" or collectively as the “Parties.”

AGENCIES PROVIDING DATA: YAKIMA COUNTY AND FIRM

DATA RECIPIENTS: YAKIMA COUNTY AND FIRM

1. Purpose

The purpose of this AGREEMENT is to provide the requirements and authorization for the COUNTY to have access to disparate datasets captured through COUNTY ARP funded Programs. FIRM acknowledges access to the disparate dataset captured in and through the COUNTY’s ARP funded Programs.

2. Definitions

- A. “Agreement” means this Data Sharing Agreement, including all documents attached or incorporated by reference.
- B. “Data Access” refers to rights granted to COUNTY to directly connect to FIRM’s ARP Program agency submitted disparate datasets related to participants, recipients, systems, networks, requests for proposals and/or applications with required information needed to implement these rights.
- C. “Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/or employee workstations.
- D. “Data Storage” refers to the data when at rest. Data can be stored on off-line devices such as CD’s or on-line on servers or employee workstations.
- E. “Data Encryption” refers to ciphers, algorithms or other encoding mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required for this data.

3. Period of Agreement

This Agreement shall begin when FIRM agrees to the terms and shall automatically renew yearly, unless terminated due to expiration of the COUNTY ARP funding program and its required reporting requirements.

4. Justification for Data Sharing

Data sharing agreements are required under RCW 39.26.340 and 43.105.054.

5. Description of Data to be Shared

Data shared will include data containing the COUNTY funded ARP program, applicants, recipients and participants' financial, labor, application, technology infrastructure and any other datasets deemed necessary to support performance of the compliance requirements for federal funding under the ARP/SLFRF funding provisions as set forth by the U.S. Department of Treasury.

6. Data Access

Enterprise datasets will be accessed through the Parties' Server and Network systems. FIRM will generate and submit agency owned datasets to COUNTY for consideration, review and compliance purposes.

7. Data Transmission

Datasets will be transmitted through the servers, networks and systems established and agreed to by the PARTIES.

8. Data Storage and Handling Requirements

All data provided by FIRM and COUNTY will be stored in an encrypted form on a server with access limited to the least number of staff needed to complete the purpose of this Data Sharing Agreement.

9. DATA ENCRYPTION (If Applicable)

All captured data shall be encrypted at rest.

10. Intended Use of Data

The data described above shall be used for review, analysis and reporting on ARP programs. The data will be used to prepare and publish required quarterly and annual reports.

11. Constraints on Use of Data

This Agreement does not constitute a release of the data for FIRM's discretionary use, but instead, FIRM may access the data only to carry out the responsibilities and for the purposes described herein, as well as in the related Contract No. 22ARPFIRM.

FIRM is not authorized to update or change any supplied datasets and any ad hoc analyses or other use of the supplied datasets, not specified in this Agreement and Contract No.22ARPFIRM. Any additional use is not permitted without the prior written agreement of the COUNTY.

12. Security of Data

- A. Data Protection. FIRM shall take due care and take reasonable precautions to protect the Category 3 data, as well as the COUNTY's data, from unauthorized physical and electronic access as well as meet or exceed the requirements of the Washington State Technology Services Board (TSB) policies and standards for data security and access controls to ensure the confidentiality, availability and integrity of all data shared.
- B. Data Security Technology Standards. FIRM will be responsible for providing data security technology standards that will ensure acceptable levels of data security to the COUNTY. These data security technology standards will include clear definitions outlining when and where data should be encrypted and by what technologies.
- C. IT Data Security Administration. FIRM will exchange documentation that outlines the data security program components supporting this Agreement with COUNTY IT Data Security Administrators. This documentation will define all data security methods and technology for each individual data exchange to ensure COUNTY and FIRM are in compliance with all appropriate Washington State Technology Service Board (TSB) security standards.

13. NON-DISCLOSURE OF DATA

Before receiving the data identified above, the COUNTY shall notify all authorized users in writing who will have access to the data of the following requirements. This notification shall include all authorized users who will use the data. A copy of this notification shall be provided to FIRM at the same time it is provided to relevant authorized users.

- A. Non-Disclosure of Data
 - 1. Authorized users shall not disclose, in whole or in part, the data provided by COUNTY, applicants, or FIRM to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement or the related Contract No. 22 ARPFIRM.
 - 2. Authorized users shall not access or use the data for any commercial or personal purpose.
 - 3. Any exceptions to these limitations must be approved in writing COUNTY.
- B. Penalties for Unauthorized Disclosure of Information. In the event a FIRM authorized user fails to comply with any terms of this Agreement, COUNTY shall have the right to take such action as it deems appropriate. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by unauthorized disclosure. FIRM accepts full responsibility and liability for any violations of the Agreement.
- C. Employee Awareness of Use/Non-Disclosure Requirements. FIRM shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement. FIRM will provide an annual reminder to authorized users of these requirements.

14. Data Confidentiality

- A. Acknowledgement of Confidentiality. FIRM acknowledges the confidential nature of the applicants, recipients, participants data, as well as the aggregate server, application name, operating system versions, and IP addresses. This data is confidential under state RCW 42.56.420 (4) and use of this information will be limited only to persons whose staff function requires such access.
- B. Disclosures under subpoena-
 - 1. If a Party, its employees, agents, or contractors, or Vendor, is required by law, government regulations, subpoena or court order to disclose any Data, the Party shall give ten (10) business days prior written notice of the proposed disclosure to the other Party and the Vendor, at the contact information listed herein, in order to allow that Party or Vendor the opportunity to file documents seeking a court order preventing disclosure of the Data. The notice shall include the name of the requester, so the Party and/or Vendor may name the requester as a party to any action to enjoin disclosure.
 - 2. Upon receipt of written notice of the requirement to disclose the Data, the Party and/or Vendor, at their expense, may then seek appropriate protective relief to prevent all or part of such disclosure. Should the Party and/or Vendor not file for protective relief in superior court in the ten (10) business day time-frame provided, the Party shall disclose Data only in compliance with, and only to the extent required by, any applicable law, regulation, subpoena, or court order.
 - 3. If a Party or Vendor becomes aware of any unauthorized use or disclosure of the Data of the other Party, such Party or Vendor shall promptly advise the other Party of all facts regarding such unauthorized use or disclosure.

15. Oversight

FIRM agrees that COUNTY will have the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of the other party's technical capabilities.

16. Termination

COUNTY may terminate this Agreement pursuant to No. 38097 All data captured by FIRM prior to termination are to be retained and remain available to meet any necessary reporting requirements.

17. Governance

- A. Severability- The provisions of this Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- B. Venue - In the event of a lawsuit involving this Data Sharing Agreement, venue shall be proper only in Yakima County, Washington.

18. Damages and Injunctive Relief

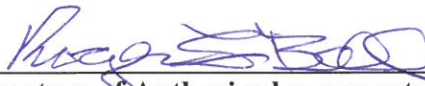
Because of the unique and highly confidential nature of the Data, the Parties acknowledge and agree that a Party (or Vendor) may suffer irreparable harm if a Party (or Vendor) breaches any of its obligations under this Agreement, and that monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other rights and remedies that may be available to a Party (or Vendor) at law and in equity, a Party (or Vendor) shall be entitled to seek enforcement of the provisions of this Agreement by seeking injunctive relief.

19. HEADINGS

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way, do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

I, hereby declare that I have the authority to bind FIRM to this Agreement, and acknowledge that by signing below, I have read, understand and accept this Agreement, and that this Agreement along with Contract No. 38097 constitute the entire Data Sharing agreement between the PARTIES.

Dated this 9th day of April, 2024



Signature of Authorized representative

Roger L. Bell, Mayor

Printed Name and Title

EXHIBIT H

- State and Local Fiscal Recovery Funds (SLFRF) Final Rule PDF
- SLFRF: Overview of the Final Rule PDF
- Coronavirus State and Local Fiscal Recovery Funds- Frequently Asked Questions as of July 27, 2023 PDF
- 2 CFR Part 200

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>



Yakima County

Submission Details

Submitted By: Daniel Christman

Submitted On: 6/2/2023 4:41:17 PM (UTC)

Status: Approved

Amount: 28500.00

Attachments: [View Attachments \(/applications/download-attachments?id=2182564b-6401-ee11-a81c-000d3a5b5bcb\)](/applications/download-attachments?id=2182564b-6401-ee11-a81c-000d3a5b5bcb)

Approvals

First Approval: Stefanie Truex on 8/17/2023 6:03:02 PM (UTC)

Second Approval: Craig Warner on 8/17/2023 7:11:47 PM (UTC)

Entity

Name: Selah Police Department

EIN:

DUNS/UEI:

Primary Contact Name: Daniel Christman

Primary Contact Title: Police Chief

Primary Contact Email: dan.christman@selahwa.gov

Primary Contact Phone:

Certification

APPLICATION (TERMS AND CONDITIONS)

For sub-award of ARPA Grant

This application is being submitted by Selah Police Department, Washington (the "Entity") for a grant in the amount of \$28,500.00 (the "Grant Amount") from Yakima County, Washington (the "County"). If awarded, the Entity will be required to enter into a Grant Agreement, to which this application will be attached as an Exhibit (the "Grant Agreement").

The grant, if awarded, will be funded as a sub-award of the County's federal State & Local Fiscal Recovery Funds (CFDA No. 21.027), as authorized under the American Rescue Plan Act (ARPA), in the total amount of \$28,500.00 identified as federal award identification number SLFRP2815 (the "ARPA Grant") with a federal award date of June 7, 2021 provided by the United States Treasury ("Treasury") to the County. The Entity, as sub-recipient (the "Sub-recipient") of the ARPA Grant, agrees to comply with the terms and conditions of such federal award applicable to sub-awards and sub-recipients, including the following terms and conditions:

1. Use of Fund.
 - a. Sub-recipient understands and agrees that the funds disbursed under this sub-award may only be used in compliance with section 603(c) of the Social Security Act (the "Act"), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing
 - b. Sub-recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, auditing, and completion of such project.
2. Period of Performance. The period of performance for this sub-award begins on the date the Grant Agreement is executed and ends on June 30, 2024 (subject to extension in the sole discretion of the County, but not later than December 31, 2024), provided that eligible uses for Grant funds may extend from March 3, 2021 to such end date.
3. Reporting. Sub-recipient agrees to cooperate fully and promptly with the County with any and all reporting obligations established by Treasury and/or the County as they relate to this award, including without limitation the reporting described in Schedule A to the Grant Agreement.
4. Maintenance of and Access to Records.

- a. Sub-recipient shall maintain records and financial documents sufficient to support the County's production of evidence of compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the sub-recipient, in order to conduct audits or other investigations.
 - c. Records shall be maintained by sub-recipient for a period of seven (7) years after all funds have been expended or returned to the County, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
 6. No R&D Award. The sub-award shall not constitute an R&D award within the meaning of 2 CFR §200.332.
 7. No Administrative Costs. Sub-recipient may use funds provided under this award to cover direct costs only. Indirect costs shall not be paid or reimbursed with the sub-award.
 8. Cost Sharing. Cost sharing or matching funds are not required to be provided by sub-recipient.
 9. Conflicts of Interest. Sub-recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Sub-recipient and its sub-recipients (if any) must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
 10. Compliance with Applicable Law and Regulations.
 - a. Sub-recipient agrees to comply with, and to fully cooperate with the County with respect to its compliance with, the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Sub-recipient agrees to comply with all applicable federal statutes, regulations, and executive orders. Sub-recipient also agrees to comply with, and to fully cooperate with the County with respect to its compliance with, all other applicable federal statutes, regulations, and executive orders, and sub-recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this sub-award.
 - b. Federal regulations applicable to this sub-award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this sub-award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this sub-award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the sub-award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the sub-award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - c. Statutes and regulations prohibiting discrimination applicable to this sub-award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
11. Remedial Actions. In the event of the County's noncompliance (including without limitation as a result of the sub-recipient's non-cooperation with the County or other sub-recipient noncompliance) with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the County (and, thereby, the sub-recipient) of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
 12. Hatch Act. Sub-recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
 13. False Statements. Sub-recipient understands that making false statements or claims in connection with this sub-award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
 14. Publications. Any publications produced with funds from this sub-award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [SLFRP2815] awarded to [Yakima] County, Washington by the U.S. Department of the Treasury."
 15. Debts Owed the Federal Government.
 - a. Any funds paid to sub-recipient (1) in excess of the amount to which sub-recipient is finally determined to be authorized to retain under the terms of this sub-award; (2) that are determined by the County or the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by sub-recipient shall constitute a debt to the County and the federal government.
 - b. Any debts determined to be owed the County and the federal government must be paid promptly by the sub-recipient. A debt is delinquent if it has not been paid by the date specified in the initial written demand for payment, unless other satisfactory arrangements have been made or if the sub-recipient knowingly or improperly retains funds that are a debt as defined in paragraph 15(a). The County and Treasury will take any actions available to it to collect such a debt.
 16. Disclaimer.
 - a. The County expressly disclaims (and the sub-recipient understands that the United States also disclaims) any and all responsibility or liability to sub-recipient or third persons for the actions of sub-recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this sub-award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this sub-award.
 - b. The acceptance of this award by sub-recipient does not in any way establish an agency relationship between the County (or the United States) and sub-recipient.
 17. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, sub-recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General
 - iii. The Government Accountability Office
 - iv. A Treasury employee responsible for contract or grant oversight or management
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of sub-recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Sub-recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce

18. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), sub-recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
19. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), sub-recipient should encourage its employees, its sub-recipients (if any), and its contractors to adopt and enforce policies that ban text messaging while driving, and sub-recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Certifications

The representative of the Entity submitting this Application certifies, represents and warrants as follows:

1. I am duly authorized by the Entity to submit this Application on its behalf.
2. I have read and understand this Application and the Grant Agreement that will be required if this Application is accepted (including, without limitation, the provisions of the Grant Agreement related to reporting, recoupment, and indemnification).
3. I understand that award of the grant is and will remain subject to the availability of funds to make the grant. The County is not and will not be obligated to fund the grant from any funds other than proceeds of the ARPA Grant that are actually received by the County.
4. No funds received from the Grant, if awarded, will be used to pay or reimburse any costs that have been (or will be) paid or reimbursed through another COVID-19 relief program (whether federal, state, county, local or non-governmental).
5. As part of this Application, I have provided the reports associated with the Entity's most recently completed independent audit (e.g. financial statements, management letter, "Yellow Book" report, and Single Audit (if applicable)) and that if the grant is awarded, the Entity will provide such reports each year through the closeout (as defined in 2 C.F.R. Section 200.344) of the grant
6. Notices to the Entity shall be in writing and addressed to [Entity CONTACT INFORMATION] and notices to the County shall in writing and delivered to [Yakima County, 128 N 2nd Street, Yakima, WA 98901, Attention: Mr. Craig Warner, Finance Director], or to such other address as either party shall provide to the other in writing. The Applicant is responsible for notifying Yakima County for any changes to the contact information.
7. To the best of my knowledge, no person or entity involved in submitting this Application or that is expected to be involved in the grant or the project funded thereby (i) has been debarred, suspended or otherwise excluded from participation in federal or state assistance programs or activities or (ii) has violated or is currently the subject of any actual or threatened investigation or audit involving allegations of fraud, bribery, dishonesty, or any other action that bears upon the trustworthiness or responsibility of such person.
8. The Entity is registered with the System for Award Management ("SAM") and I confirm that the name of the Entity and the Data Universal Numbering System (DUNS) number provided with this Application are correct and consistent with the name and number appearing in the SAM. Furthermore, the Applicant will maintain an active SAM registration at all times it has an active federal award or application for federal award in process.
9. All information provided to the County in connection with this Application (including without limitation the information entered into the County's online portal) is true, accurate and complete in all material respects as of and on the date hereof.

I certify that I have read and understand the above agreement and am legally authorized to sign on the City or Town's behalf

Answer: Yes

Certified By: Missy Maki

Certified Date: 6/7/2023 11:03:47 PM

Application ARPA-1054

Application Type *

Support Public Health

Funding Type *

Reimbursement

Project Name *

Flock Camera - Selah Police Department

Project Description (Max 1,500 characters) *

The Selah Police Department is installing automated license plate reading (ALPR) cameras to solve and reduce crime. The cameras are built by Flock Safety, a public safety technology company that helps neighborhoods, communities, and regional law enforcement work together to fight crime.

Flock Safety ALPR cameras send a real-time alert to law enforcement when a stolen car or known wanted suspect from a state or national crime database is detected. They also send alerts if a vehicle associated with a missing person in an AMBER or Silver Alert is detected.

The Flock Safety system also helps law enforcement solve crime by providing the objective evidence needed for investigations. According to the International Association of Chiefs of Police, 7 in 10 crimes are committed with a vehicle.

Flock Safety cameras are in use in thousands of cities across the country, including most of the cities in Yakima County, and the company works with over 2,000 police departments. Communities using Flock Safety ALPR have reported crime reductions of up to 70%.

The City of Selah has committed to buying eight (8) Flock Cameras, strategically positioned around the City, and the ARPA monies will help to fund this program.

Support Public Health

Subcategory: *

1.11 Community Violence Interventions*^

Amount being requested: *

\$28,500.00

Does this project include a capital expenditure?

No Yes

Choose the total value of the capital expenditure, including pre-development costs

Less than 1 million

Type of Capital Expenditure

N/A

Capital Expenditure Description

N/A

Capital Expenditure Justification

N/A

If this is evidence-based, please provide the dollar amount of the total project spending that is allocated towards evidence-based interventions: *

\$0.00

Is a program evaluation of the project being conducted?

No Yes

Number of workers enrolled in sectoral job training programs:

0

Number of workers completing sectoral job training programs:

0

Number of people participating in summer youth employment programs:

0

Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced *

N/A

Brief description of how a recipient's response is related and reasonably and proportional to a public health or negative economic impact of COVID-19 *

N/A

Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)

—

Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)

—

What Impacted and/or Disproportionally Impacted population does this project primarily serve? *

1 Imp General Public

Sector of Employer

Certify: I have read the below information on evidence-based interventions and project demographic distribution. If my project has either denotation, I have included the requirements and the dollar amount of the total project spending that is allocated towards evidence-based interventions and/or project demographic distribution in the verbiage of the project description. *

No Yes

[Evidence Based Interventions \(./././clad_evidencebased.png\)](#)

[Project Demographic Distribution \(./././clad_demographicsdist.png\)](#)



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/9/2024

Agenda Number: 13A

Action Item

Title: Resolution authorizing the Mayor to sign two four-page Professional Services Contracts to (1) Reestablish the Professional Services Relationship with the City’s Hearing Examiner, and (2) Establish a Hearing Examiner Pro Tem.

From: Jeff Peters, City of Selah Community Development Supervisor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: None – All Hearing Examiner charges are passed on and charged to the developer/applicant of the land use application.

Funding Source: N/A

Background/Findings/Facts: The City has adopted a Hearing Examiner system for certain land use matters in Selah Municipal Code Title 10 and 16. The City’s contract with the Hearing Examiner expired on December 31, 2011. City staff cannot find any contracts past or present where the City has contracted or established a Hearing Examiner Pro Tem for hearings where there the Hearing Examiner has a conflict of interest or time. Without a Hearing Examiner or Hearing Examiner Pro Tem, the City cannot process land use applications that require an open record hearing in accordance with Selah Municipal Code, and state law

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
December 31, 2011	Expired Professional Services Contract for City of Selah Hearing Examiner

RESOLUTION NO. 3108

RESOLUTION AUTHORIZING THE MAYOR TO SIGN TWO FOUR-PAGE PROFESSIONAL SERVICES CONTRACTS TO (1) REESTABLISH THE PROFESSIONAL SERVICES RELATIONSHIP WITH THE CITY'S HEARING EXAMINER, AND (2) ESTABLISH A HEARING EXAMINER PRO TEM

WHEREAS, the City has adopted a Hearing Examiner system for certain land use matters in Selah Municipal Code Titles 10 and 16; and

WHEREAS, the City's contract with the Hearing Examiner expired on December 31, 2011; and

WHEREAS, City staff cannot find any contracts past or present where the City has contracted or established a Hearing Examiner Pro Tem for hearings where there the Hearing Examiner has a conflict of interest or time; and

WHEREAS, without a Hearing Examiner or Hearing Examiner Pro Tem, the City cannot process land use applications that require an open record hearing in accordance with Selah Municipal Code, and state law; and

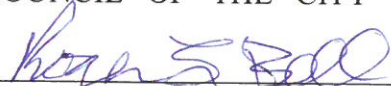
WHEREAS, the City wishes to reestablish a contract with Patrick D. Spurgin as the City of Selah's Hearing Examiner, and establish a contract with Gary M. Cuillier as the City's Hearing Examiner Pro Tem; and

WHEREAS, two four-page contracts have been prepared for the Hearing Examiner and Hearing Examiner Pro Tem, and have been signed by Messrs. Spurgin and Cuillier in acceptance of the terms of the contracts; and

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, (a) that the Mayor be and is authorized to sign and enter into the four-page Professional Services Contract for the Selah Hearing Examiner appended hereto and (b) that the Mayor be and is authorized to sign and enter into the four-page Professional Services Contract for Selah Hearing Examiner Pro Tem in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of April, 2024.



Roger Bell, Mayor

ATTEST:


Kimberly Grimm, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney

Previous, Now-Expired, Hearing Examiner Contract

PROFESSIONAL SERVICES CONTRACT

FOR

SELAH HEARING EXAMINER

PARTIES:

The parties to this contract are the CITY OF SELAH, 115 West Naches, Selah, Washington 98942 ("City" herein), and PATRICK D. SPURGIN, 411 North 2nd Street, Yakima, Washington 98901 ("Spurgin" or "Hearing Examiner" herein).

RECITALS:

1. The City has adopted a Hearing Examiner system for certain land use matters.
2. Spurgin has served as Hearing Examiner Pro Tem for the Yakima Urban Area, serving both the City of Yakima and Yakima County, since 1998. Spurgin has also served as Hearing Examiner Pro Tem for Yakima County in the rural area since 1998. Spurgin has also served as Hearing Examiner for the City of Selah since 2003.

AGREEMENT:

1. **Engagement of Hearing Examiner.** The City hereby hires Spurgin, and Spurgin agrees to serve, as Hearing Examiner for the purposes set forth herein. The Selah City Council at its meeting of January 9, 2007, authorized the Mayor Pro Tem to sign this contract for professional services.
2. **Character and Extent of Services.** When requested in writing by the Mayor, the City Council, or the City Supervisor, or as designated by ordinance or resolution, the Hearing Examiner shall preside over and conduct public hearings or meetings concerning land use matters, or such other proceedings as may be designated by the City.
3. **Liaison.** The City Supervisor, or his designee, shall serve as the City's liaison with the Hearing Examiner.
4. **Additional Duties.** The Examiner shall be primarily responsible for assigning cases in the event a Pro Tem is utilized, and shall coordinate with any Pro Tems in order to insure consistency of analysis in decision-making. Assignments shall particularly consider actual or apparent conflicts of interest and the need for timely decisions. The Examiner and City Planning Supervisor shall mutually consult on all assignments of cases to Pro Tems and shall

select Pro Tems as may be necessary, subject to approval of the selection by the Mayor or City Supervisor. Coordination with the Pro Tem and Planning Staff shall include access to existing files maintained by the Examiner.

5. **Independent Contract.** The relationship of the Hearing Examiner to the City shall be that of an independent contractor rendering professional services. The Hearing Examiner shall have no authority to execute contracts or to make commitments on behalf of the City, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal or agent between the City and the Hearing Examiner.

6. **Professional Fees.** The Examiner shall be paid by the City for professional services rendered under this contract at the rate of One Hundred Forty Dollars (\$140.00) per hour, plus reimbursement for direct non-salary expenses such as out-of-town travel, training costs, specialized reference materials, and planning related memberships. Such payment shall be full compensation for services rendered, including all labor, materials, supplies, equipment, and necessary incidentals, except that the City shall provide at its expense document reproduction and distribution services. The hourly rate and any annual retainer shall be renegotiated in the fourth quarter of each year for the subsequent calendar year. This initial rate shall control for calendar year 2007.

7. **Billing.** By the 10th day of each month, the Hearing Examiner will provide monthly itemized billing statements or invoices to the City reflecting services rendered for administrative matters, and for each matter processed by the Hearing Examiner.

8. **Payment Schedule.** The City will process for payment by the 10th day of each month all invoices received for work done from the 1st day of the prior month. All invoices not paid within 30 days of the date of billing shall be subject to service charges of one-half percent per month from the date of the statement.

9. **Facilities to be Furnished by Hearing Examiner.** The Hearing Examiner shall furnish and maintain an office, equipment, library, and clerical staff suitable and adequate for performing the services to be rendered pursuant to this contract. The City shall be responsible for providing, at its expense, hearing rooms, recording equipment, and related supplies. The City at its discretion may make available computer related equipment for use by the Examiner, including but not limited to potential connection with the City's computer network.

10. **Ownership of Documents.** The record developed before the Hearing Examiner, including evidence, proposed findings and conclusions, is the property of the City. The Hearing Examiner's work product, consisting of notes, research, and preliminary drafts, is the property of the Hearing Examiner.

11. **Right to Terminate Contract.** The contract may be terminated by the City for cause, in the event that the City Council determines that the Hearing Examiner is not giving due consideration to proper procedure or is not conducting hearings in a prudent manner, giving due regard to the appearance of fairness doctrine, laws regarding conflicts of interest, and all laws, procedures, and regulations dealing with the subject matter under consideration. The Examiner may terminate this contract for cause or without cause, upon giving the other party ninety (90) days written notice.

12. **No Personal Liability.** The Hearing Examiner is relieved from any personal liability whatsoever from any injury to persons or property as a result of his acts or omissions in good faith discharge of his responsibilities under this contract. If the Hearing Examiner is sued for any acts or omissions occurring in discharge of his responsibilities, the City shall defend and provide legal representation of the Hearing Examiner until final disposition of the proceedings. The City shall reimburse the Hearing Examiner for any costs he incurs in defending against alleged liability for the acts or omissions of the Hearing Examiner in the performance of his duties herein. This defense and indemnity agreement does not preclude personal liability in the event of bad faith or malicious performance by the Hearing Examiner of his duties herein.

13. **Non-Assignment.** This contract is personal to the Hearing Examiner and is not assignable by the Hearing Examiner to any other individual.

14. **Amendment.** This Professional Services Contract can only be amended or revised by the written agreement of all parties.

15. **Interest of Public Officials.** No member of the City Council and no officer, employee, or agent of the City, shall have any personal financial interest, direct or indirect, in this contract; the Hearing Examiner shall take appropriate steps to assure compliance.

16. **Interest of Hearing Examiner.** The Hearing Examiner covenants that he presently has no interest and shall not acquire an interest, direct or indirect, in any property

which is the subject of a proceeding before the Hearing Examiner which would conflict in any manner or degree with the performance of his services hereunder.

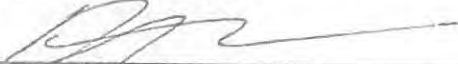
17. **Term.** This contract shall commence January 1, 2007 and shall terminate December 31, 2011, unless extended by mutual agreement.

EXECUTED this 9th day of January, 2007.

CITY OF SELAH


Allen Schmid, Mayor Pro Tem

APPROVED TO FORM:


Bob Noe, City Attorney

ATTEST:


Dale Novobielski, Clerk/Treasurer

Council Resolution No. 1751

EXECUTED this 16th day of January, 2007

HEARING EXAMINER


Patrick D. Spurgin

HEARING EXAMINER SERVICES CONTRACT - SELAH - 4

Hearing Examiner Contract

PROFESSIONAL SERVICES CONTRACT

FOR

SELAH HEARING EXAMINER

PARTIES:

The parties to this contract are the CITY OF SELAH, 115 West Naches, Selah, Washington 98942 ("City" herein), and PATRICK D. SPURGIN, ~~411 North 2nd Street, Yakima, Washington 98901~~ ^{P.O. Box 1768} ("Spurgin" or "Hearing Examiner" herein). 7

RECITALS:

1. The City has adopted a Hearing Examiner system for certain land use matters.
2. Spurgin has served as Hearing Examiner Pro Tem for the Yakima Urban Area, serving both the City of Yakima and Yakima County, since 1998. Spurgin has also served as Hearing Examiner Pro Tem for Yakima County in the rural area since 1998. Spurgin has also served as Hearing Examiner for the City of Selah since 2003.

AGREEMENT:

1. **Engagement of Hearing Examiner.** The City hereby hires Spurgin, and Spurgin agrees to serve, as Hearing Examiner for the purposes set forth herein. The Selah City Council at its meeting of April 9, 2024, authorized the Mayor to sign this contract for professional services.
2. **Character and Extent of Services.** When requested in writing by the Mayor, the City Council, or the City Administrator, or as designated by ordinance or resolution, the Hearing Examiner shall preside over and conduct public hearings or meetings concerning land use matters, or such other proceedings as may be designated by the City.
3. **Liaison.** The City Administrator, or his designee, shall serve as the City's liaison with the Hearing Examiner.
4. **Additional Duties.** The Examiner shall be responsible for identifying and notifying the City Administrator, or his or her designee of any conflicts of interest they may have in hearing any assigned case. In the event that the Examiner has a conflict of interest, they shall assist the city in advising the Examiner Pro Tem in order to insure consistency of analysis in decision-making. Assignments shall particularly consider actual or apparent conflicts of interest and the need for timely decisions. The Examiner and City Community Development

Supervisor shall mutually consult on all assignments of cases to Pro Tems. Coordination with the Pro Tem and Planning Staff shall include access to existing files maintained by the Examiner.

5. Independent Contract. The relationship of the Hearing Examiner to the City shall be that of an independent contractor rendering professional services. The Hearing Examiner shall have no authority to execute contracts or to make commitments on behalf of the City, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal or agent between the City and the Hearing Examiner.

6. Professional Fees. The Examiner shall be paid by the City for professional services rendered under this contract at the rate of One Hundred Sixty Dollars (\$160.00) per hour, plus reimbursement for direct non-salary expenses such as out-of-town travel, training costs, specialized reference materials. Such payment shall be full compensation for services rendered, including all labor, materials, supplies, equipment, and necessary incidentals, except that the City shall provide at its expense document reproduction and distribution services. The hourly rate shall be renegotiated in the fourth quarter of each year for the subsequent calendar year.

7. Billing. The Hearing Examiner will provide itemized billing statements or invoices to the City reflecting services rendered for administrative matters, and for each matter processed by the Hearing Examiner upon submittal of the decision and/or recommendation rendered.

8. Payment Schedule. All invoices received on or before the 2nd or 4th Tuesdays of the month will be paid following City Council approval at the City's next regularly scheduled council meeting. All invoices not paid within 30 days of the date of billing shall be subject to service charges of and one-half percent per month from the date of the statement.

9. Facilities to be Furnished by Hearing Examiner. The Hearing Examiner shall furnish and maintain an office, equipment, library, and clerical staff suitable and adequate for performing the services to be rendered pursuant to this contract. The City shall be responsible for providing, at its expense, hearing rooms, recording equipment, and related supplies. The City at its discretion may make available computer related equipment for use by the Examiner, including but not limited to potential connection with the City's computer network.

10. Ownership of Documents. The record developed before the Hearing Examiner, including evidence, proposed findings and conclusions, is the property of the City. The Hearing Examiner's work product, consisting of notes, research, and preliminary drafts, is the property of the Hearing Examiner.

11. Right to Terminate Contract. The contract may be terminated by the City for cause, in the event that the City Council determines that the Hearing Examiner is not giving due consideration to proper procedure or is not conducting hearings in a prudent manner, giving due regard to the appearance of fairness doctrine, laws regarding conflicts of interest, and all laws, procedures, and regulations dealing with the subject matter under consideration. The Examiner may terminate this contract for cause or without cause, upon giving the other party ninety (90) days written notice.

12. No Personal Liability. The Hearing Examiner is relieved from any personal liability whatsoever from any injury to persons or property as a result of acts or omissions in good faith discharge of their responsibilities under this contract. If the Hearing Examiner is sued for any acts or omissions occurring in discharge of their responsibilities, the City shall defend and provide legal representation of the Hearing Examiner until final disposition of the proceedings. The City shall reimburse the Hearing Examiner for any costs incurs in defending against alleged liability for the acts or omissions of the Hearing Examiner in the performance of their duties herein. This defense and indemnity agreement does not preclude personal liability in the event of bad faith or malicious performance by the Hearing Examiner of their duties herein.

13. Non-Assignment. This contract is personal to the Hearing Examiner and is not assignable by the Hearing Examiner to any other individual.

14. Amendment. This Professional Services Contract can only be amended or revised by the written agreement of all parties.


15. Interest of Public Officials. No member of the City Council and no officer, employee, or agent of the City, shall have any personal financial interest, direct or indirect, in this contract; the Hearing Examiner shall take appropriate steps to assure compliance.


16. Interest of Hearing Examiner. The Hearing Examiner covenants that he presently has no interest and shall not acquire an interest, direct or indirect, in any property

which is the subject of a proceeding before the Hearing Examiner which would conflict in any manner or degree with the performance of his services hereunder.

17. Term. This contract shall commence April 9, 2024 and shall terminate December 31, 2026, unless extended by mutual agreement. EXECUTED this 9th day of April, 2024.

CITY OF SELAH ("City")

By:  Dated: 4-9-24
Roger Bell, Mayor
(following authorization and approval by the City Council)

By:  Dated: 4-2-2024
PATRICK D. SPURGIN ("Hearing Examiner")

Hearing Examiner Pro Tem Contract

PROFESSIONAL SERVICES CONTRACT

FOR

SELAH HEARING EXAMINER PRO TEM

PARTIES:

The parties to this contract are the CITY OF SELAH, 115 West Naches, Selah, Washington 98942 ("City" herein), and GARY M. CUILLIER, 314 North 2nd Street, Yakima, Washington 98901 ("Cuillier" or "Hearing Examiner Pro Tem" herein).

RECITALS:

1. The City has adopted a Hearing Examiner system for certain land use matters.
2. The City has separately contracted with Patrick D. Spurgin to serve as its Hearing Examiner, yet the City also desires to engage a Hearing Examiner Pro Tem to serve if and when Mr. Spurgin cannot preside due to unavailability or a conflict of interest.
3. Cuillier is willing and able to serve as the Hearing Examiner Pro Tem.

AGREEMENT:

1. **Engagement of Hearing Examiner Pro Tem.** The City hereby hires Cuillier, and Cuillier agrees to serve, as Hearing Examiner Pro Tem for the purposes set forth herein. The Selah City Council at its meeting of April 9, 2024, authorized the Mayor to sign this contract for professional services.

2. **Character and Extent of Services.** When requested in writing by the Mayor, the City Council, or the City Administrator, or as designated by ordinance or resolution, the Hearing Examiner Pro Tem shall preside over and conduct public hearings or meetings concerning land use matters, or such other proceedings as may be designated by the City.

3. **Liaison.** The City Administrator, or his designee, shall serve as the City's liaison with the Hearing Examiner Pro Tem.

4. **Additional Duties.** The Examiner Pro Tem shall be responsible for identifying and notifying the City Administrator, or his or her designee of any conflicts of interest they may have in hearing any assigned case. Coordination with the Pro Tem and Planning Staff shall include access to existing files maintained by the Examiner and Examiner Pro Tem.

5. **Independent Contract.** The relationship of the Hearing Examiner Pro Tem to
HEARING EXAMINER PRO TEM SERVICES CONTRACT -

the City shall be that of an independent contractor rendering professional services. The Hearing Examiner Pro Tem shall have no authority to execute contracts or to make commitments on behalf of the City, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal or agent between the City and the Hearing Examiner Pro Tem.

6. **Professional Fees.** The Examiner Pro Tem shall be paid by the City for professional services rendered under this contract at the rate of One Hundred Sixty Dollars (\$160.00) per hour, plus reimbursement for direct non-salary expenses such as out-of-town travel, training costs, and specialized reference materials. Such payment shall be full compensation for services rendered, including all labor, materials, supplies, equipment, and necessary incidentals, except that the City shall provide at its expense document reproduction and distribution services. The hourly rate shall be renegotiated in the fourth quarter of each year for the subsequent calendar year.

7. **Billing.** The Hearing Examiner Pro Tem will provide itemized billing statements or invoices to the City reflecting services rendered for administrative matters, and for each matter processed by the Hearing Examiner Pro Tem upon submittal of the decision and/or recommendation rendered.

8. **Payment Schedule.** All invoices received on or before the 2nd or 4th Tuesdays of the month will be paid following City Council approval at the City's next regularly scheduled council meeting. All invoices not paid within 30 days of the date of billing shall be subject to service charges of one-half percent per month from the date of the statement.

9. **Facilities to be Furnished by Hearing Examiner Pro Tem.** The Hearing Examiner Pro Tem shall furnish and maintain an office, equipment, library, and clerical staff suitable and adequate for performing the services to be rendered pursuant to this contract. The City shall be responsible for providing, at its expense, hearing rooms, recording equipment, and related supplies. The City at its discretion may make available computer related equipment for use by the Examiner Pro Tem, including but not limited to potential connection with the City's computer network.

10. Ownership of Documents. The record developed before the Hearing Examiner Pro Tem, including evidence, proposed findings and conclusions, is the property of the City. The Hearing Examiner Pro Tem's work product, consisting of notes, research, and preliminary drafts, is the property of the Hearing Examiner Pro Tem.

11. Right to Terminate Contract. The contract may be terminated by the City for cause, in the event that the City Council determines that the Hearing Examiner Pro Tem is not giving due consideration to proper procedure or is not conducting hearings in a prudent manner, giving due regard to the appearance of fairness doctrine, laws regarding conflicts of interest, and all laws, procedures, and regulations dealing with the subject matter under consideration. The Examiner Pro Tem may terminate this contract for cause or without cause, upon giving the other party ninety (90) days written notice.

12. No Personal Liability. The Hearing Examiner Pro Tem is relieved from any personal liability whatsoever from any injury to persons or property as a result of acts or omissions in good faith discharge of their responsibilities under this contract. If the Hearing Examiner Pro Tem is sued for any acts or omissions occurring in discharge of their responsibilities, the City shall defend and provide legal representation of the Hearing Examiner Pro Tem until final disposition of the proceedings. The City shall reimburse the Hearing Examiner Pro Tem for any costs incurred in defending against alleged liability for the acts or omissions of the Hearing Examiner Pro Tem in the performance of their duties herein. This defense and indemnity agreement does not preclude personal liability in the event of bad faith or malicious performance by the Hearing Examiner Pro Tem of their duties herein.

13. Non-Assignment. This contract is personal to the Hearing Examiner Pro Tem and is not assignable by the Hearing Examiner Pro Tem to any other individual.

14. Amendment. This Professional Services Contract can only be amended or revised by the written agreement of all parties.

15. Interest of Public Officials. No member of the City Council and no officer, employee, or agent of the City, shall have any personal financial interest, direct or indirect, in

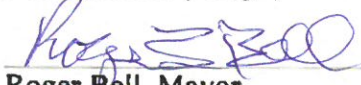
this contract; the Hearing Examiner Pro Tem shall take appropriate steps to assure compliance.

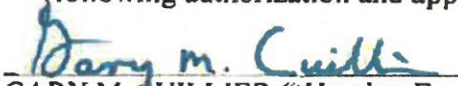
16. Interest of Hearing Examiner Pro Tem. The Hearing Examiner Pro Tem covenants that they presently have no interest and shall not acquire an interest, direct or indirect, in any property which is the subject of a proceeding before the Hearing Examiner which would conflict in any manner or degree with the performance of his services hereunder.

17. Term. This contract shall commence April 9, 2024 and shall terminate December 31, 2026, unless extended by mutual agreement.

EXECUTED this 9th day of April, 2024.

CITY OF SELAH ("City")

By:  Dated: 4/9/24
Roger Bell, Mayor
(following authorization and approval by the City Council)

By:  Dated: 4-1-24
GARY M. CUILLIER ("Hearing Examiner Pro Tem")



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/9/2024

Agenda Number: 13B

Action Item

Title: Resolution Authorizing the Mayor to “Task Order No. 2024-04” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the Civic Center Remodel Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$85,900.00 for engineering services. (The actual costs for engaging a contractor to perform the work are not yet known, will be presented later, and will be separately acted upon by the City Council.)

Funding Source: 118, Civic Center Fund

Background/Findings/Facts: The City’s Civic Center Remodel Project (“Project”) will make certain improvements to the Civic Center.

The entity of HLA Engineering and Land Surveying, Inc. (HLA) is one of the City’s contracted engineering firms and provides professional engineering services to the City on a project-by-project basis, because the City does not directly employ any engineer(s) on its staff. HLA is willing and able to provide the necessary engineering services on this Project. A written task order – labeled “Task Order No. 2024-04” – has been prepared, reflecting HLA’s expected maximum fees of \$85,900.00.

The attached proposed Resolution will, if approved, authorize the Mayor to sign Task Order No. 2024-04, so that work can commence on this Project forthwith. The City’s adopted 2024 budget – via Ordinance No. 2216 –includes an appropriation of monies that will be sufficient to cover this Project.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
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RESOLUTION NO. 3109

RESOLUTION AUTHORIZING THE MAYOR SIGN “TASK ORDER NO. 2024-04” WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR PROFESSIONAL SERVICES RELATED TO THE CIVIC CENTER REMODEL PROJECT

WHEREAS, the City desires – as its Civic Center Remodel Project (“Project”) – to make certain improvement to the Civic Center; and

WHEREAS, the entity of HLA Engineering and Land Surveying, Inc. (HLA) is one of the City’s contracted engineering firms and provides professional engineering services to the City on a project-by-project basis pursuant to a previously-entered-into Contract for Professional Engineering Services, because the City does not directly employ any engineer(s) on its staff; and

WHEREAS, HLA is willing and able to provide the professional planning services that are necessary for this Project; and

WHEREAS, HLA has drafted a five-page “Task Order No. 2024-04”, which recites HLA’s scope of work and HLA’s expected maximum fees of \$85,900.00; and

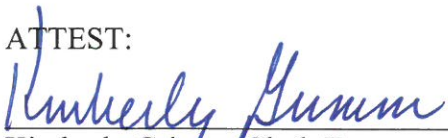
WHEREAS, the terms of Task Order No. 2024-04 are acceptable to City staff and City staff recommends that the City Council authorize the Mayor to sign it; and

WHEREAS, the City Council finds that good causes exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the five-page Task Order No. 2024-04 in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of April, 2024.

ATTEST:

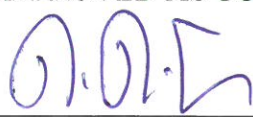


Kimberly Grimm, Clerk Treasurer



Roger Bell, Mayor

APPROVED AS TO FORM:



Rob Case, City Attorney



*** TRANSMITTAL ***

Date: April 2, 2024

Project No.: 24081E

To: City of Selah
222 S. Rushmore Road
Selah, WA 98942

Attention: Rocky Wallace
Public Works Director

From: Michael R. Heit, PE

Re: Selah Civic Center Remodel
Task Order No. 2024-04

We are sending you the attached following items:

Two (2) Original Task Order Agreements

Comment:

Rocky:

Attached for your review and consideration are two (2) signed original Task Order No. 2024-04 agreements for the Selah Civic Center Remodel project.

Please execute the Task Orders and return one signed original to our office.

We very much appreciate the opportunity to work with you and serve the City of Selah. If you have any questions or need additional information, please contact me at mheit@hlacivil.com or (509) 966-7000.

Copy to: _____

Signed: _____

TASK ORDER NO. 2024-04

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Selah Civic Center Remodel
HLA Project No. 24081E

The City of Selah (CITY) desires to remodel and reconstruct portions of their existing civic/community center building per a Building Evaluation and Planning Report prepared by BORArchitecture (BORA) in November 2022. This evaluation found several issues to be addressed for safety, ADA compliance, usability, and aesthetic reasons. BORA will work with HLA as a subconsultant for all architectural design efforts. HLA services will include design, bidding, and construction engineering services for all civil and architectural related improvements. Construction engineering shall include part-time construction observation and inspection on civil related items, and building construction observation will be provided by BORA. Building code inspections will be performed under the building permit by the CITY Building Department.

Improvements will involve the wood shingle overbuild removal to create a new smaller chase for utilities. The main entry floors and front restrooms will be remodeled, and the kitchen will be modernized. Kitchen improvements include relocating appliances with necessary plumbing and electricity, and a loading ramp entering the kitchen. Other upgrades involve the design and construction of an ADA compliant ramp to replace stairs on the west exterior side of the building.

The plans will also include design for the Civic Center Office being relocated into the previous Food Bank Room, including gypsum wall board, vinyl plank flooring, carpet, paint, suspended ceiling, etc. as an additive optional bid schedule to be considered by the City dependent on available funds.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional engineering services for Selah Civic Center Remodel (PROJECT). HLA services shall include the following:

1.0 Design Engineering

- 1.1 Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
- 1.2 Conduct a topographic survey of the PROJECT area as required to complete design, plans, and specifications, including call for utility locates.
- 1.3 Perform field investigations necessary to design the identified improvements.
- 1.4 Attend meetings with the CITY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. Up to two (2) meetings are anticipated.
- 1.5 Prepare preliminary 30% plans and a cost estimate of improvements for review and approval by the CITY.
- 1.6 Notify private utilities of pending improvements.
- 1.7 Based on approved preliminary engineering plans, perform and present design to CITY at 60% and 90% completion for final coordination.

- 1.8 Perform quality control and assurance review of all final documents.
- 1.9 Incorporate CITY review comments and prepare final plans, specifications, and estimate.
- 1.10 Prepare Engineer's construction cost estimate.
- 1.11 Provide final plans and specifications to the CITY in electronic format suitable for printing and use at time of bid advertisement. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be considered additional services.
- 1.12 Prepare advertisement for bids. Coordinate with CITY on number and location publications. All advertising fees to be paid by the CITY.

2.0 Bidding Services

- 2.1 Post documents to HLA website and notify potential bidders, utility companies, and plan centers of PROJECT posting, and maintain planholder list.
- 2.2 Answer and supply information as requested by prospective bidders.
- 2.3 Prepare and issue addenda to contract documents, if necessary.
- 2.4 Attend the bid opening and participate in the evaluation process.
- 2.5 Prepare summary of bids received and review bidder's qualifications and responsiveness.
- 2.6 Make recommendation of award to the CITY for construction contract.

3.0 Construction Engineering

- 3.1 Following Council award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the CITY and Contractor.
- 3.2 Review Contractor's submission of certificate of insurance and contract bond.
- 3.3 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies, including preconstruction agenda and meeting record.
- 3.4 Prepare and transmit notice to proceed to Contractor.
- 3.5 Furnish a part-time qualified resident engineer (inspector) or architect to observe construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 3.6 Review Contractor's submission of samples and shop drawings.
- 3.7 Maintain record of materials (ROM) for duration of PROJECT.
- 3.8 Respond to Contractor requests for information (RFI).
- 3.9 Interpret plans and specifications when necessary.
- 3.10 Prepare daily progress reports.
- 3.11 Prepare weekly statements of working days.
- 3.12 Create and maintain accurate construction documentation for the life of the PROJECT.

- 3.13 Ensure the CITY has all necessary files for potential audits.
- 3.14 Consult and advise the CITY during construction and make final review and report of the completed work with CITY representatives.
- 3.15 Coordinate testing scheduling with the Contractor's materials testing firm and review acceptance sampling and testing for construction materials.
- 3.16 Coordinate and attend construction meetings anticipated once per week during the duration of improvements.
- 3.17 Perform measurement and computation of pay items.
- 3.18 Prepare and provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 3.19 Prepare proposed contract change orders and/or force account computations as required.
- 3.20 Conduct final walkthrough inspection with the Contractor and CITY. Prepare and transmit punchlist to Contractor.
- 3.21 Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records provided by the resident engineer and those submitted by the Contractor.
- 3.22 Prepare and submit recommendation of PROJECT acceptance.
- 3.23 Notify CITY when retainage may be released.
- 3.24 Ensure the PROJECT is completed as designed and contract specifications are adhered to during construction.

4.0 Additional Services

Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

5.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 5.1 Provide full information as to CITY requirements for the PROJECT.
- 5.2 Provide all available information pertinent to the PROJECT relative to completion of design and construction of the PROJECT.
- 5.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 5.4 Obtain approval of all governmental authorities with jurisdiction over the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- 5.5 Pay for advertising, notices, or other publications as may be required.
- 5.6 Pay for all necessary permits and testing fees not paid by the Contractor.

TIME OF PERFORMANCE:

HLA will diligently pursue completion of the PROJECT as follows:

1.0 Design Engineering

- 1.1 HLA will provide 60% draft plans, 60% draft specifications, and 60% cost estimate for CITY review within sixty (60) working days from receipt of signed Task Order.
- 1.2 90% draft plans, specifications, and estimate will be provided within thirty (30) working days of receiving CITY comments on 60% plans, specifications, and estimate.
- 1.3 Final plans, specifications, and estimate will be provided within fifteen (15) working days of receiving CITY comments on 90% plans, specifications, and estimate.

2.0 Bidding Services

- 2.1 Bidding services will begin upon the advertisement of the PROJECT in CITY selected publications.

3.0 Construction Engineering

- 3.1 Construction engineering services shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through the completion of construction, and completion of as-constructed drawings.
- 3.2 A maximum of sixty (60) working days has been assumed for the construction of the improvements, utilizing a standard 40-hour work week.
- 3.3 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the sixty (60) total working days shall be considered additional services.

4.0 Additional Services

Time for completion of work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICE:

For the services furnished by HLA as described under this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Design Engineering

All work for Design Engineering services shall be performed for the lump sum fee of \$47,900.

2.0 Bidding Services

All work for bidding services shall be performed for the lump sum fee of \$6,500.

3.0 Construction Engineering

All work for construction engineering services shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$31,500. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be considered additional services until an amendment to this Task Order is executed.

4.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

Proposed:  _____ 4/2/2024
Date
HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

Approved:  _____ 4/9/2024
Date
City of Selah
Roger Bell, Mayor



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/9/2024

Agenda Number: 130

Action Item

Title: Resolution establishing the City's intention to execute a contract with a consultant firm to complete the Climate Element of the City's future Comprehensive Plan.

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: There is no direct fiscal impact to the City. If the City contracts with Beckwith Consulting or another firm, the City will directly receive a \$150,000 grant from the Department of Commerce, and will dedicate the full value of the grant to this work. If the City contracts with YVCOG, the full value of the grant goes into a pool of funds from all participant cities, and any excess revenues will be allocated to accomplishing projects identified in the regional plan, on a pro-rata basis.

While YVCOG has indicated remaining funds will be allocated back to participant cities on a pro-rata basis based on the amount contributed, it is unclear at this time if Selah's remaining balance, if any, would be distributed by YVCOG to the City, or allocated as a credit toward future work performed by YVCOG for the City.

Upon completion of the Climate Element, any excess funds, either retained by the City directly or in a regional pool managed by YVCOG, are required by the Department of Commerce to be used only on Climate Element goals, policies, programs or studies.

Funding Source: Washington State Department of Commerce 2023-2025 Climate Planning Grant.

Background/Findings/Facts: At its March 12, 2024 meeting, the City Council considered a resolution to authorize an Interagency Agreement with the Washington State Department of Commerce (Commerce) for the 2023-2025 Climate Planning Grant, and a contract with Beckwith Consulting Group to complete the Climate Element, which is to be incorporated into the City's Comprehensive Plan update, to be completed by 2026. The Climate Element is a new requirement for comprehensive plans that was added through passage of Engrossed Second Substitute House Bill 1181 in 2023.

The proposed motion at the March 12 meeting did not pass by a 4-3 vote. During discussion of the proposed motion, Council requested further information about potential other consulting firms

and how the grant funds would be disbursed. This AIS endeavors to answer the questions raised in discussion, and to provide Council with potential options. There are three distinct scenarios for Council to consider pursuant to this AIS:

1. Approve the contracts with Commerce and Beckwith Consulting that were discussed at the March 12 meeting.
2. Direct the City staff to seek alternate consultants.
3. Declare the intent for the City to contract with the Yakima Valley Council of Governments (YVCOG) to participate in a regional Climate Element project.

Background

In Fall 2022, the City issued a Request for Proposals (RFP) for a qualified professional consultant to develop a Housing Action Plan (HAP), which would meet the requirements of House Bill 1923 passed in 2019. The finalized HAP will be included in the City's upcoming Comprehensive Plan update, which is scheduled for completion in June 2026.

As stated in the RFP, the HAP is to be included as an element in the Comp Plan update. As stated by Community Development Supervisor Jeff Peters in his presentation at the March 12 meeting, it was the intention of the City Administration at the time of publishing the RFP to use the same consultant throughout the HAP development and the full Comp Plan update, to ensure that each element of the Comp Plan, and thus the Plan overall, is consistent in community engagement efforts, tone and identified goals.

During discussion on March 12, the Council asked how Beckwith Consulting was initially selected, and why YVCOG was not selected, for the HAP project. As Mr. Peters stated, he was not aware of YVCOG as an option for the HAP project, and subsequently the RFP was issued. Council also asked why the City didn't contact YVCOG directly when the RFP was issued. It is standard practice when a government agency issues an RFP to not contact prospective bidders. To do so would be showing favoritism to a specific agency.

Scenario 1

As detailed above, the proposed contracts with Commerce and Beckwith Consulting will result in the City of Selah receiving directly a grant of \$150,000 from Commerce to complete the Climate Element. The City of Selah will receive these funds and enter into a contract with Beckwith Consulting to produce a Climate Element that is individualized and specific to Selah.

These factors are the primary advantages to this option; the City will contract with a consultant firm that is only working with Selah, the final product will be specific to Selah's needs and goals, and the City will receive full benefit and maintain total control over how and where the \$150,000 is expended. Additionally, Beckwith Consulting can initiate the project at any time following execution of the contract, which will ensure the final product is completed in alignment with the City's needs and Comp Plan update schedule.

Scenario 2

Beckwith Consulting was the sole agency that responded to the City's RFP. If Council feels that additional formal proposals are needed, additional effort can be expended to solicit proposals from qualified consultant firms to perform the Comprehensive Plan update, which would include the Climate Element. Similar to Scenario 1, the primary advantage to this approach would be the

selection of a consultant firm dedicated to producing a Comprehensive Plan that is individualized and specific to Selah.

For example, HLA, which is currently under contract with the City for general services, has been retained by the cities of Cle Elum, Moxee, Sunnyside, Toppenish and Zillah for all or a portion of the Climate Element. While HLA is serving multiple cities in the Yakima Valley, they will be producing reports that are individualized and specific to each municipality.

As discussed at the March 12 meeting, in the area of professional services, per RCW 39.80, RFP's are only required for Engineers and Architects. If the Council directs staff to attempt to identify alternate consulting firms, that effort can occur either through direct solicitation or issuing an RFP. Through direct solicitation, staff can contact specific firms and request their availability, pricing, and/or a formal proposal. If issuing an RFP, the process would be similar to the HAP, where a request is issued and advertised, but staff do not directly contact any potential firms.

Scenario 3

As discussed at the March 12 meeting, the third scenario for Council consideration is to contract with the Yakima Valley Council of Governments (YVCOG) to conduct Selah's Climate Element work. YVCOG's Executive Director contacted the previous City Administrator on September 11, 2023 to inquire if Selah planned to use YVCOG for this effort; Mr. Henne replied on September 13, 2023 that the City intended to continue working Beckwith Consulting, as the firm had already Scoped the Comprehensive Plan update process and was in the process of preparing the City's grant applications to Commerce.

YVCOG's proposal is a regionalized plan that will be produced for all City's participating in the joint effort. The \$150,000 grant from Commerce would be directed to a joint budget for the regional plan. YVCOG would direct and control expenditures from the joint budget. At the conclusion of the regional effort, any funds remaining in the joint budget would be assigned by YVCOG to each participant City on a pro-rata basis for future, related planning efforts.

The primary disadvantage to the City of Selah is the nature of the joint structure. A specific entity must be designated as the recipient of the funds. Under Scenarios 1 and 2, the City is the designated entity and controls the expenditure of the funds. Under this Scenario 3, YVCOG would be designated as the receiving entity, and will control the nature of expenditures related to grant funds dedicated to all regional participants. While YVCOG has indicated remaining funds will be allocated back to participant cities on a pro-rata basis based on the amount contributed, it is unclear at this time if Selah's remaining balance, if any, would be distributed by YVCOG to the City, or allocated as a credit toward future work performed for the City by YVCOG.

As of the writing of this AIS, YVCOG has not completed a detailed Scope of Work or timeline for the regional project. Should the City of Selah contract with YVCOG as a participant in the regional project, the Scope and timeline would be determined at a later date by YVCOG, and not controlled by the City. Additionally, while the City of Selah will be an active contributor to YVCOG's effort, the finalized element will be a regional plan that Selah would have to hire a separate consultant and/or expend staff time and effort if the City wanted to further revise any areas to be more individualized and specific to Selah.

As of the writing of this AIS, the City of Selah does not have a current contract with YVCOG. The Technical Assistance (TA)/Planning Services (PS) Contract previously approved by the City

Council expired on December 31, 2023. That contract specifically stated it was for general services, and that a separate Professional Services Agreement would be required for any long-term or specific projects. It is the anticipation of City staff that the Climate Element would be subject to a Professional Services Agreement with YVCOG. As of the writing of this AIS, the Executive Director of YVCOG was on vacation and unable to provide a proposed agreement for Council consideration at the April 9 meeting.

If Council chooses to direct that the City contract with YVCOG for the Climate Element, staff requests Council to specify if it desires to have that agreement brought to Council for consideration at the April 23 meeting, or if Council expressly delegates authority to the Mayor to negotiate and execute such an agreement.

Recommended Motion: I move to approve the Resolution in the form presented, and:

- a. Authorize the Mayor to Sign a Fifteen-Page Interagency Agreement with the Washington State Department of Commerce for the 2023-2025 Climate Planning Grant, and also a Nine-Page Agreement Amendment with Beckwith Consulting; **OR**
- b. Direct City staff to seek alternate consultant firms through direct engagement; **OR**
- c. Direct City staff to seek alternate consultant firms through publication of a Request for Proposal (RFP); **OR**
- d. Express intent to contract with YVCOG for the Climate Element and direct staff to present a proposed Professional Services Agreement at the April 23, 2024 City Council meeting; **OR**
- e. Express intent to contract with YVCOG for the Climate Element and expressly delegate to the Mayor the authority to negotiate and execute a Professional Services Agreement with YVCOG for that purpose.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: Action Taken:

03/12/2024	City Council considers resolution to approve contracts with Department of Commerce and Beckwith Consulting to accept grant and complete Climate Element.
December 2023	City awarded Climate Planning Grant.
10/16/2023	City staff and Beckwith Consulting develops scope, schedule, budget, and deliverables of the grant. The Climate Planning Grant application and letter of commitment from the Mayor submitted to Commerce.
September 2023	City Council directs staff to apply for Climate Planning Grant.
1/10/2023	City Council approves Resolution 2964 Authorizing the Mayor to sign a Housing Action Plan Consulting Contract with Beckwith Consulting.

RESOLUTION NO. 3110

A RESOLUTION ESTABLISHING THE CITY'S INTENTION TO EXECUTE A CONTRACT WITH A CONSULTING FIRM TO COMPLETE THE CLIMATE ELEMENT OF THE CITY'S FUTURE COMPREHENSIVE PLAN UPDATE

WHEREAS, Engrossed Second Substitute House Bill 1181, enacted into law via Chapter 228 of the 2023 Session Laws, and Section 1 thereof, added a new subsection (14) to RCW 36.70A.020 that requires counties and cities to include a Climate Element within their respective future Comprehensive Plans; and

WHEREAS, Selah's current 2017 Comprehensive Plan does not include a Climate Element; and

WHEREAS, Selah needs to develop a Climate Element and include such within its Comprehensive Plan no later than 2026; and

WHEREAS, the Washington State Department of Commerce ("Commerce") opened a competitive grant application process whereby cities could seek funds for use toward the development of their respective Climate Elements; and

WHEREAS, as directed by the City Council and Mayor, Selah's Planning Division and its consultant – Beckwith Consulting – submitted an application and Selah was ultimately awarded the amount of \$150,000 during December 2023; and

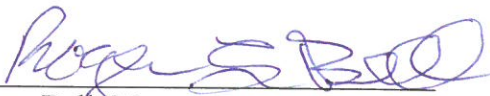
WHEREAS, the City Council considered a resolution to execute contracts with Commerce and Beckwith Consulting to effectuate the City of Selah receiving and using the grant funds and for Beckwith Consulting to establish a Scope of Work and project schedule; and

WHEREAS, the City Council did not approve the proposed resolution, and directed staff to provide answers to several questions related to various options to move forward.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the City Council declares its intent to execute a contract with a consultant firm to complete the Climate Element of the City's future Comprehensive Plan Update in a manner consistent with the accompanying Agenda Item Report (AIS).

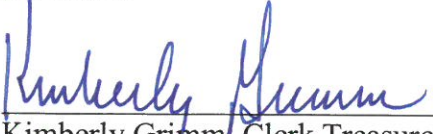
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of April, 2024.

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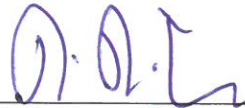


Roger Bell, Mayor

ATTEST:



Kimberly Grimm, Clerk Treasurer



Rob Case, City Attorney



Interagency Agreement with

City of Selah

through

Growth Management Services

Contract Number:

24-63610-157

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 24-63610-157

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor City of Selah 222 South Rushmore Road Selah, WA 98942		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Jeff Peters Community Development Supervisor 509.674.2262 f-509.674.4097 Jeff.Peters@selahwa.gov.		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504 	
5. Contract Amount \$150,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
		ALN N/A	
10. Tax ID # N/A	11. SWV # 0007717-00	12. UBI # 392-000-147	13. UEI # N/A
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ <insert name>, <insert title> _____ Signature _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred fifty thousand dollars (\$150,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-157. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year



Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for



consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

"The WA Department of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

7. **INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. **FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;



- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
 - B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
 - C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. **GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. **INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. **LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. **RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. **RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.



14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If



this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. **TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. **TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor



under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Climate Guidance (Section Steps, Tasks and Deliverables)	Description	End Date
Section 2	Initialize Project	10/2023 – 01/2024
Task 2.1	Form Climate Policy Advisory Team	
Task 2.2	Establish engagement strategy that supports environmental justice	
Deliverable 1	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook [Note: You may provide a completed copy of your Climate Element Workbook in lieu of a summary memo for this and the other deliverables that follow.]	01/15/2024
Section 3, Step 1	Explore Climate Impacts	10/2023 – 02/2024
Task 1.1	Identify community assets	
Task 1.2	Explore hazards and changes in the climate	
Task 1.3	Pair assets and hazards and describe exposure and consequences	
Task 1.4	Identify priority climate hazards	
Deliverable 2	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook [Note: You may provide a completed copy of your Climate Element Workbook in lieu of a summary memo for this and the other deliverables that follow.]	02/15/2024
Section 3, Step 2	Audit Plans & Policies	2/2024 – 4/2024
Task 2.1	Review existing plans for climate gaps and Opportunities	
Task 2.2	Determine next step [<i>proceed to Step 3 or skip to Step 4</i>]	
Deliverable 3	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	4/15/2024
Section 3, Step 3	Assess Vulnerability & Risk [if applicable]	04/2024 – 08/2024
Task 3.1	Assess sensitivity	
Task 3.2	Assess adaptive capacity	

Task 3.3	Characterize vulnerability	
Task 3.4	Characterize risk	
Task 3.5	Meet with partners, stakeholders, and decision makers to decide course of action.	
Deliverable 4	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	
Section 3, Step 4	Pursue Pathways	08/2024 – 10/2024
Task 4.1	Develop goals	
Task 4.2	Develop policies	
Climate Guidance (Section Steps, Tasks and Deliverables)	Description	End Date
Task 4.3	Identify policy co-benefits	
Deliverable 5	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	10/15/2024
Section 3, Step 5	Integrate Goals & Policies (Ensure that there is adequate time for advisory committee and policymaker consideration)	08/2024 – 03/2025
Task 5.1	Review and finalize resilience goals and policies	
Task 5.2	Consult with partners, stakeholders, and decision makers	
Deliverable 6	Adopt climate resilience goals and policies by ordinance, or adopt updated FEMA Hazard Mitigation Plan by reference.	02/15/2025
Deliverable 7	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	03/15/2025

Attachment B: Budget

Selah Climate Resilience Sub-element	Commerce Grant Funds
Deliverable 1: Memo Summarizing Project Initiation	\$30,000
Deliverable 2: Memo Summarizing Exploration of Climate Impacts	\$15,000
Deliverable 3: Memo Summarizing results of Plans & Policies Audit	\$15,000
Deliverable 4: Memo Summarizing Vulnerability Assessment	\$60,000
Deliverable 5: Pursue Pathways-Summary Memo	\$30,000
Deliverable 6: Goals & Policies Ordinance Adoption Summary	NA
Deliverable 7: Climate Element Workbook	NA
Total	\$150,000

Agreement Amendment between City of Selah, Washington and the Beckwith Consulting Group for a Climate Grant Scope of Work

This agreement amendment

made this _____ by and between the Beckwith Consulting Group, Planning, Design and Development Services, PO Box 704, LaConner, Washington 98257, phone 360-466-3536, e-mail: beckwith@beckwithconsult.com, and the City of Selah, 222 South Rushmore Road, Selah, WA 98942, hereinafter called the Client.

Witness that

the Beckwith Consulting Group and Client agree as follows:

1: Scope of Services

The Beckwith Consulting Group agrees to furnish consulting professional planning and design services to accomplish the Climate Grant Scope of Work described in Attachment 1.

2: Meetings

The Beckwith Consulting Group agrees to attend the schedule of meetings required in the Gantt Chart of Attachment 1.

3: Products

The Beckwith Consulting Group agrees to prepare and reproduce the reports and products defined in the Scope of Work of Attachment 1.

4: Personnel

The Beckwith Consulting Group agrees to provide the management, professional, technical, support personnel, and consultant team members shown in the Gantt Chart of Attachment 1. Any alternations to the team will require the prior approval of the Client.

5: Items furnished by the Client

The Client agrees to provide all available information, data, reports, records, and maps to which the Client has access, and which are needed by the Beckwith Consulting Group for the performance of the Scope of Services. It is agreed that the Beckwith Consulting Group may proceed to obtain such information and services at the compensation rates defined in this Agreement in the event the Client fails to provide the above information or services in a timely and proper manner. The Beckwith Consulting Group shall provide 5 days written notice prior to proceeding.

6: Responsibilities of the Client

The Client agrees to the designation of Jeff Peters, Community Development Supervisor, or Rich Huebner, City Administrator as Client Representative who will be authorized to serve as liaison to the Beckwith Consulting Group and make all necessary decisions required of the Client in connection with the execution of this Agreement.

7: Time of Performance

The Beckwith Consulting Group agrees to commence and complete the work set forth in the Scope of Services within the time schedule required in the Gantt Chart of Attachment 1. This assumes the submission of all required data and the performance of all required reviews and decisions by the Client as indicated in this Agreement and excepting delays caused by acts of God. Beckwith Consulting Group agrees to prepare all deliverables and invoice documents to be submitted to the Department of Commerce by the City of Selah

in accordance with the City of Selah's 2023-2025 Climate Planning Grant Contract Number: 24-63610-157.

8: Compensation

The Client agrees to pay the Beckwith Consulting Group on a lump sum basis by task for performing the work as outlined in the Gantt chart in Attachment 1 for no more than the maximum amount listed in the Gantt chart.

9: Method of Payment

The Beckwith Consulting Group's compensation shall be paid monthly on account of the services performed during that month with payment due within 30 days of the detailed invoice date. Invoices shall show the percentage of work and services performed in accordance with the Gantt chart in Attachment 1.

10: Representations

The Client shall pay the Beckwith Consulting Group for the effort expended under this Agreement irrespective of the success or failure of any representation made by the Beckwith Consulting Group on behalf of the Client. Payment shall be rendered whether the effort results in the construction of projects, sale of properties or other consequences or conclusions.

11: Confidentiality of Information

Information obtained and reports prepared by the Beckwith Consulting Group under this Agreement shall be considered confidential and shall not be made available to any individual or organization by the Beckwith Consulting Group without the proper approval of the Client.

12: Changes

Either party may request changes in the Scope of Services, Meetings, Products, Schedules, or other feature of this Agreement. Such changes that are mutually agreed upon shall be incorporated by written and signed amendment to this Agreement.

13: Termination of Contract

Either party may terminate this Agreement upon 7 days written notice served on the other by registered mail. In the event of termination, the Client shall compensate the Beckwith Consulting Group and subcontractors for all work performed to the date of termination.

14: Disputes

The Beckwith Consulting Group and Client agree the laws of the State of Washington shall govern this Agreement. The Client shall appoint its agent for services of process in the event a dispute should arise out of or in connection with this Agreement. The prevailing party of any dispute arising out of or in connection with this Agreement shall be entitled to reasonable attorney's fees and all expenses incurred in connection with the dispute. Any suit to enforce provision of this agreement shall be brought in a Washington State court of jurisdiction.

15: Assignability

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other. This shall not prohibit the Beckwith Consulting Group from contracting for accomplishment of portions of the Scope of Services with qualified consultants.

16: Limits of Liability

The Client agrees that the Beckwith Consulting Group's liability arising out of or in connection with this Agreement shall be limited to the total amount of the Beckwith Consulting Group's compensation under this Agreement. The Client agrees to indemnify and hold the Beckwith Consulting Group harmless from any liability more than the Beckwith Consulting Group's total compensation hereunder to any other person arising out of or in connection with the Beckwith Consulting Group's activities under this Agreement.

17: Ownership of Materials

All documents, studies, surveys, maps, drawings, models, photographs, and reports prepared by or for the Client under this Agreement shall become the property of the Client. The Beckwith Consulting Group may, at no additional expense to the Client, make and retain copies for the Beckwith Consulting Group's use.

Witness

the parties hereto have executed this Agreement as of the date written above.

City of Selah
Roger Bell, Mayor

signature

Beckwith Consulting Group
91-1249302 Employer Identification Number

signature
Tom Beckwith FAICP, Principal

Attachments

- 1: Selah Climate Grant Scope of Work of 4 March 2024
- 2: the Beckwith Consulting Group's Time & Materials Schedule 1 January 2024.

Selah, Washington
Climate Scope of Work
Beckwith Consulting Group
4 March 2024

Climate schedule and budget

Team Leader - Tom Beckwith FAICP
 | Economics - Eric Hovee
 | | Architecture - Julie Blazek AIA LEED AP
 | | | Civil Engineer - Eric Scott PE
 | | | | Environmental Science - Dan Nickel
 | | | | | GIS - Jennifer Hackett
 | | | | |
 | | | | | 2024
 | | | | | 2025

		M	A	M	J	J	A	S	O	N	D	J	F	M	hrs	labor	expense	total
2 Initialize project																		
2.1	Form Climate Policy Advisory Team	X	X	X	X	X	O								24	\$4,440	\$860	\$5,300
2.2	Establish engagement strategy	X	X	X	X	X	O								120	\$22,200	\$2,500	\$24,700
Deliverable 1 - memo																		\$30,000
3-1 Explore climate impacts																		
1.1	Identify community needs	X	X	X	X	X									26	\$4,810	\$200	\$5,010
1.2	Explore hazards and climate changes	X	X	X	X	X									18	\$3,330	\$0	\$3,330
1.3	Describe exposure and consequences	X	X	X	X	X									18	\$3,330	\$0	\$3,330
1.4	Identify priority climate hazards	X	X	X	X	X									18	\$3,330	\$0	\$3,330
Deliverable 2 - memo																		\$15,000
3-2 Audit plans and policies																		
2.1	Review existing plans for climate gaps	X	X	X	X	X									52	\$9,620	\$940	\$10,560
2.2	Determine next step	X	X	X	X	X									24	\$4,440	\$0	\$4,440
Deliverable 3 - memo																		\$15,000
3-3 Assess vulnerability and risk																		
3.1	Assess sensitivity	X	X	X	X	X									80	\$14,800	\$375	\$15,175
3.2	Assess adaptive capacity	X	X	X	X	X									72	\$13,320	\$375	\$13,695
3.3	Characterize vulnerability	X	X	X	X	X									64	\$11,840	\$375	\$12,215
3.4	Characterize risk	X	X	X	X	X									56	\$10,360	\$375	\$10,735
3.5	Meet with stakeholders to decide action	X	X	X	X	X		O		O					36	\$6,660	\$1,520	\$8,180
Deliverable 4 - memo																		\$60,000
3-4 Pursue pathways																		
4.1	Develop goals	X	X	X	X	X									48	\$8,880	\$0	\$8,880
4.2	Develop policies	X	X	X	X	X									48	\$8,880	\$0	\$8,880
4.3	Identify policy co-benefits	X	X	X	X	X									64	\$11,840	\$400	\$12,240
Deliverable 5 - memo																		\$30,000
3-5 Integrate goals and policies																		
5.1	Review and finalize goals and policies	X	X	X	X	X												
5.2	Consult with stakeholders	X	X	X	X	X						O						
Deliverable 6 - adopt goals and policies		X																\$0
Deliverable 7 - Submit Climate Element Workboö																		\$0
														Project budget	768	\$142,080	\$7,920	\$150,000

O Workshops, open houses, and hearings

Climate scope of work

Following is a brief description of the tasks of work outlined in the gantt chart on the preceding page.

Section 2: Initialize project

Task 2.1: Form Climate Policy Advisory Team

We will assemble a Climate Policy Advisory Team (CPAT) to include members of the:

- City Council
- Planning Commission
- Public and nonprofit agencies including the Yakima County Housing Authority, Yakima Neighborhood Health Services, and others
- Selah Homebuilders and Realtors
- Chamber of Commerce including major employers
- Residents

We will encourage the participation of vulnerable populations and overburdened communities in the planning process.

Task 2.2: Establish engagement strategy

We will continue the outreach we initiated with the Housing Action Plan (HAP) and Middle Housing including notification and review of scope and schedule with Planning Commission, City Council, nonprofit sponsors, developers, employers, employees, and residents.

We will create informational materials to focus on the need to determine climate actions per HB 1181 including:

- Efficient multimodal transportation systems that will reduce greenhouse gas (GHG) emissions and per capita vehicle miles traveled (VMT).
- Include green spaces and, in urban growth areas, urban and community forests, in its designation of the proposed general distribution and extent of the uses of land.
- Reduce and mitigate the risk to lives and property posed by wildfires.
- Existing capital facilities owned by public entities within the capital facilities plan element must include green infrastructure.

- An evaluation of tree canopy coverage within an urban growth area.

Interviews and workshops - we will conduct a series of interviews and workshops to review the need to develop and implement Climate Action to meet Housing Bill (HB) 1181 requirements and a certifiable Climate Element for the 2025 Comprehensive Plan update.

Open house - we will jointly conduct hybrid in-person and virtual open house to review the informational materials with residents. We will include activities to increase interest that will attract families and generate turnout.

Pop-up events - we will jointly review the informational materials during special community events.

Deliverable 1: Memo - with the results of interviews and workshops.

Section 3, Step 1: Explore climate impacts

Task 1.1: Identify community needs

We will analyze the following:

- Transportation modes including use of walk, bike, and transit to reduce vehicle use.
- Tree canopy and existing heat islands
- Open and green spaces in and around developed areas
- Wildlife risk assessment in city and around the UGA
- Capital facility green infrastructure applications

Task 1.2: Explore hazards and changes in the climate

We will assess past and emerging changes in the characteristics listed in Task 1.1 above using available tools from the Trust for Public Lands and others.

Task 1.3: Describe exposure and consequences

We will identify dissonance where emerging trends achieve less than is possible from the analysis in Task 1.1-1.2 and the consequences on meeting the requirements of HB 1181.

Task 1.4: Identify priority climate hazards

Based on the results of Task 1.3, we will identify priority actions to meet transportation, green space, tree canopy, wildlife, and green infrastructure benchmarks necessary to mitigate climate change.

Deliverable 2: Memo - describing the results of climate impacts under existing and emerging trends and the priority actions the city should take to meet HB 1181 requirements.

Section 3, Step 2: Audit plans and policies

Task 2.1: Review existing plans for climate gaps and opportunities

We will review all existing city, county, transit authority, and other agency plans and policies on transportation, green space, tree canopy, wildlife, and green infrastructure to identify gaps and opportunities each and all agencies can do to meet HB 1181 benchmarks and priorities.

Task 2.2: Determine next steps

We will jointly determine steps necessary to resolve gaps and opportunities working with city, county, transit, authority, and other agencies.

Deliverable 3: Memo - outlining the steps city, county, transit authority, and other agencies should and will take to meet HB 1181 requirements.

Section 3, Step 3: Assess vulnerability and risk

Task 3.1: Assess sensitivity

Depending on the results of Task 2.1-2.2, we will identify issues that may impact the ability of city, county, transit authority, and other agencies to adopt and implement corrective actions to meet HB 1181 requirements.

Task 3.2: Assess adaptive capacity

Based on the results of Task 2.1-2.2, we will project the impacts on climate benchmarks if city, county, transit authority, and other agencies adopt and implement corrective actions on HB 1181 benchmark requirements.

Task 3.3: Characterize vulnerability

Depending on the results of Task 2.1-2.2, we will characterize any remaining vulnerabilities affecting transportation, green space, tree canopy, wildlife, and green infrastructure conditions and long-term trends in meeting HB 1181 objectives.

Task 3.4: Characterize risk

Depending on the results of Task 2.1-2.2, we will characterize any remaining risks affecting transportation, green space, tree canopy, wildlife, and green infrastructure impacts and mitigations in meeting HB 1181 objectives.

Task 3.5: Meet with stakeholder team

We will meet with the members of the Climate Policy Advisory Team (CPAT) during workshop sessions to review progress and the results of Task 3.1-3.4 above including the proposed priority actions necessary to meet HB 1181 requirements.

CPAT participants will review and decide on a course of action accordingly.

Deliverable 4: Memo - describing the assessments of sensitivity, adaptive capacity, vulnerability, and risk and the actions CPAT decides to take to meet and mitigate impacts in accordance with HB 1181 requirements.

Section 3, Step 4: Pursue pathways

Task 4.1: Develop goals

Based on the results of Task 3.5, we will develop performance-based climate action goals for the city, county, transit authority, and other agencies to meet and mitigate climate impacts within Selah city and UHA limits and affecting surroundings.

Task 4.2: Develop policies

Based on the results of Task 3.5, we will develop performance-based climate action policies governing city, county, transit authority, and other agencies to implement performance-based goals within Selah city and UHA limits and affecting surroundings.

Task 4.3: Identify policy co-benefits

We will identify the co-benefits to city and UGA and surrounding areas residents, businesses, and other agencies of implementing the performance-based goals and policies identified

in Task 4.1-4.2 including improved health, increased transportation mode options, preserved open and green spaces, heat island reductions due to increased tree canopy, and reduced public facility operating costs due to green infrastructure.

Deliverable 5: Memo - describing the performance-based goals, policies, and co-benefits of meeting and mitigating impacts in accordance with HB 1181 requirements.

Section 3, Step 5: Integrate goals and policies

Task 5.1: Review and finalize resilience goals and policies

We will review the results of Task 4.1-4.3 with the Planning Commission and City Council during a series of workshops.

Planning Commission and City Council will review and provide any edits or recommendations on the proposed performance-based goals and policies and co-benefits accordingly.

Task 5.2: Consult with stakeholder team

We will meet with the members of the Climate Policy Advisory Team (CPAT) during workshop sessions to review the results of Task 5.1 above including the proposed city, county, transit authority, and other agency performance-based goals and policies to meet HB 1181 requirements in Selah city, UGA, and surrounding area.

CPAT participants will review and decide on a course of action accordingly.

Deliverable 6: Memo - adoption of the performance-based goals, policies, and co-benefits of meeting and mitigating impacts in accordance with HB 1181 requirements.

Deliverable 7: Climate Element Workbook - submit to DOC the completed Climate Element Workbook meeting and mitigating climate impacts in accordance with HB 1181 requirements.

Beckwith Consulting Group
Time and Materials Schedule

Payment for professional services may be based on the following hourly rates of staff engaged on the project plus direct expenses, outside consultants and rental of specialized equipment:

Hourly Rates:

- **Standard basic services** shall be at the rates shown which are based on a multiple of 2.5 times the employee's direct personnel expense.
- **Overtime**, where required and authorized by the Client, shall be at the standard rate for regular working hours and at the special rates for any extra hours authorized.
- **Special services** such as special consulting, consulting reports and/or court testimony shall be at a multiple of 3.0 times the employee's direct personnel expense on the project as defined here.

Direct Personnel Expense:

- **Direct Personnel Expense** - is defined as the gross hourly salaries of staff engaged on the project and the cost of their mandatory and customary fringe benefits.
- **Gross hourly salary** - is defined as the employee's base yearly salary divided by 2,080 hours per year. Mandatory and customary fringe benefits are defined as statutory employee benefit, insurance, sick leave, holidays, vacations, and the like.

Direct Expenses:

- **Travel** - outside the Puget Sound Region (King, Pierce, and Snohomish Counties) at \$0.20 per mile plus any airline, rental cars, ferry, or parking charges.
- **Blueprints, photographs, photocopying and other printing or reproduction services** - provided outside the Beckwith Consulting Group's offices at cost of the service.
- **Board and lodging** - outside the Puget Sound Region (King, Pierce and Snohomish Counties) at the cost of expense.
- **Postage, long distance telephone, telegram and other communications** - sent at cost of the service.

Hourly Rates for Standard Service:

Principal	\$150-200.00	Support	\$75.00
Professional	\$140-185.00	Clerical	\$50.00
Technical	\$100-140.00		

Method of Compensation:

Invoices will be submitted once a month for services performed during the prior month. Invoices not paid within 30 days of issuance shall bear interest at the rate of 1.5% per month compounded monthly.

Delinquency:

The Client shall pay the Beckwith Consulting Group for all expenses incurred for collecting any delinquent amount including but not limited to liens, reasonable attorney's fees, witness fees, personnel expenses, document duplication, organization and storage costs, taxable court costs, travel and subsistence in addition to the delinquent amount.



CITY OF SELAH

Planning Department

222 South Rushmore Road
Selah, Washington 98942

Phone 509 698-7365

Fax 509 698-7372

CITY OF SELAH REQUEST FOR PROPOSALS

I. PURPOSE OF REQUEST

The City of Selah ("City" or "Selah") is requesting proposals for the purpose of developing a housing action plan ("HAP") from a qualified professional consultant(s). The Housing Action Plan will meet the requirements of HB1923 passed in the 2019 State of Washington legislative session.

II. PROJECT OVERVIEW AND SCOPE OF SERVICES

The goal of this project is to gather and compile the data necessary to develop a comprehensive Housing Action Plan for inclusion in the City's Comprehensive Plan Update (starting in 2024), which is required to include a policy analysis tool/toolbox that will be used to inform development of Housing Action Plans specifically for the demographic and land use characteristics of Selah.

The project will require the completion of a number of tasks including:

A. Obtaining data necessary to determine housing needs for all income levels within the City to evaluate existing:

- a. Housing supply by type (single-family, townhome, apartments, condos);
- b. Unit size by bedroom;
- c. Trends in square footage of each housing type;
- d. Statistics on conversion (rental to owner, owner to rental);
- e. Conditions and age of housing units; and
- f. Housing units with restrictions (age, income, or any other restriction categories).

B. Analysis of existing and future demand of housing within the City by evaluating:

- a. Existing and projected vacancy rates;



- b. Household resident characteristics (number of occupants in residential units, age of residents, income of residents, multi-family households, etc.); and
- c. Projected future housing unit production, need, and costs.

C. Evaluation of existing Selah programs and plans (e.g. an environmental policy scan) that partially or fully encourage the identified housing needs and identify elements of a plan that can easily be codified and implemented through future new and infill development.

D. Research and proposals for potential strategies encouraging the housing needs within the City.

E. Develop a working Housing Action Plan intended to be taken to the public, planning commission, and city council for discussion and adoption, which will be used to update the City's Comprehensive Plan Housing Element for the Washington Department of Commerce Comprehensive Plan Update deadline in 2026.

III. TIME SCHEDULE

The City will follow the following timetable:

- | | |
|---------------------------------------------------|----------------------------------------------|
| a. Deadline for Submittal of Proposals: | November 14, 2022 |
| b. Preliminary Review of Applications: | November 18, 2022 |
| c. Notification Short-Listed Firms: | November 21, 2022 |
| d. Interview of Short-Listed Firms and Selection: | Week of November 23 -29 th , 2022 |
| e. Negotiations: | December 2022 |
| f. Contract: | End of December – January 2023 |

IV. DESIRED QUALIFICATIONS

Consultants responding to this RFP should have extensive experience in the following areas of expertise, or prepare to engage with a sub-consultant to meet the project requirements:

1. Knowledge of and experience with conducting housing needs assessments useful in developing housing plans;
2. Demonstrated ability to research data in a short period of time to understand the specific area dynamics and market conditions, and propose applicable recommendations of tools and strategies to address the circumstances;
3. Knowledge, understanding, and experience with a variety of policy strategies and techniques used in the field of housing development; and
4. Description of the consultant's experience with similar projects. Names and telephone numbers of at least three client references to whom the applicant has provided services similar to the project described in this RFP.

V. INSTRUCTIONS TO APPLICANTS

A. All proposals must be submitted to: Community Development Supervisor, Jeff Peters, electronically at jeff.peters@selahwa.gov, identified in the subject line as "RFP for City of

Selah Housing Action Plan / Request for Proposals or in paper copy at 222 S. Rushmore Rd. Selah, WA 98942. All proposals must be received by November 14, 2022, by 4:30 p.m. The City will notify applicants when applications have been received.

B. A representative from Community Development Planning Division will notify the firm selected by the date stated in III., Time Schedule.

C. All proposals must include the following information:

- The names of individuals who will be working on the project and their areas of responsibility. This list must include the Project Manager and staff who will be working on the project, and the expected amount of contribution from each person towards completing the plan.
- Specific experience of individuals relative to the proposed project, including subcontractors.
- List of completion of tasks similar to that outlined in the Scope of Work.
- A proposed outline of tasks, products and project schedule, including the number of hours expected to complete each task or product.
- A proposed budget based on the above outline of tasks, products, and schedules. Within the proposal, applicants should discuss their proposed quantitative and qualitative methodology; software to be used; and timeline to complete the tasks outlined above. Describe alternative approaches/tasks that you feel necessary to meet the objectives in completing the City's Housing Action Plan. Include a cost estimate for the project's completion, including the estimated cost for travel and lodging. Provide method of billing.

VI. SELECTION CRITERIA

A qualifications-based selection process will be used to select a consultant/consultant team for this project. The City intends to enter into an agreement with the Consultant who provides a proposal that, in the opinion of the Community Development Department and City Administrator, best meets all of the below listed evaluation criteria as determined by the City's selection committee. Consultant interviews may be required for final selection. The following information will be used to evaluate and rank responses.

Selection Criteria	Weight
Experience of project manager/ significant team members on similar projects.	20
Demonstration of thorough understanding of project scope as identified.	20

Local knowledge; particularly experience with Eastern Washington communities.	20
Present and projected workloads; ability to meet deadlines.	20
Schedule and resources.	10
Work quality.	10
Total	100

VII. TERMS AND CONDITIONS

A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

B. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.

C. The City reserves the right to award any contract to the next most qualified contractor, if the successful contractor does not execute a contract within thirty (30) days after the award of the proposal.

D. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to sell to the City, the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.

E. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of the contract is available for review and shall include requirements to comply with ADA, Civil Rights Act, and EEO requirements. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City Attorney's office.

F. The City, as a recipient of federal funding, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be

discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

G. The City shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to the RFP.

VIII. COMPENSATION

A. Upon selection of the most qualified firm on the basis of demonstrated competence and qualifications for the type of professional services required, the City will negotiate a scope of services and price which it determines is fair and reasonable which shall not exceed **\$75,000.00**. If the City is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm will terminate and the City may select another firm.

B. Payment by the City for the services will only be made after the services have been performed, an itemized billing statement is submitted in the form specified by the City, and is approved by the appropriate City representative, which shall specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.

IX. EXTENSION/AMENDMENT OF CONTRACT FOR COMPREHENSIVE PLAN UPDATE SERVICES

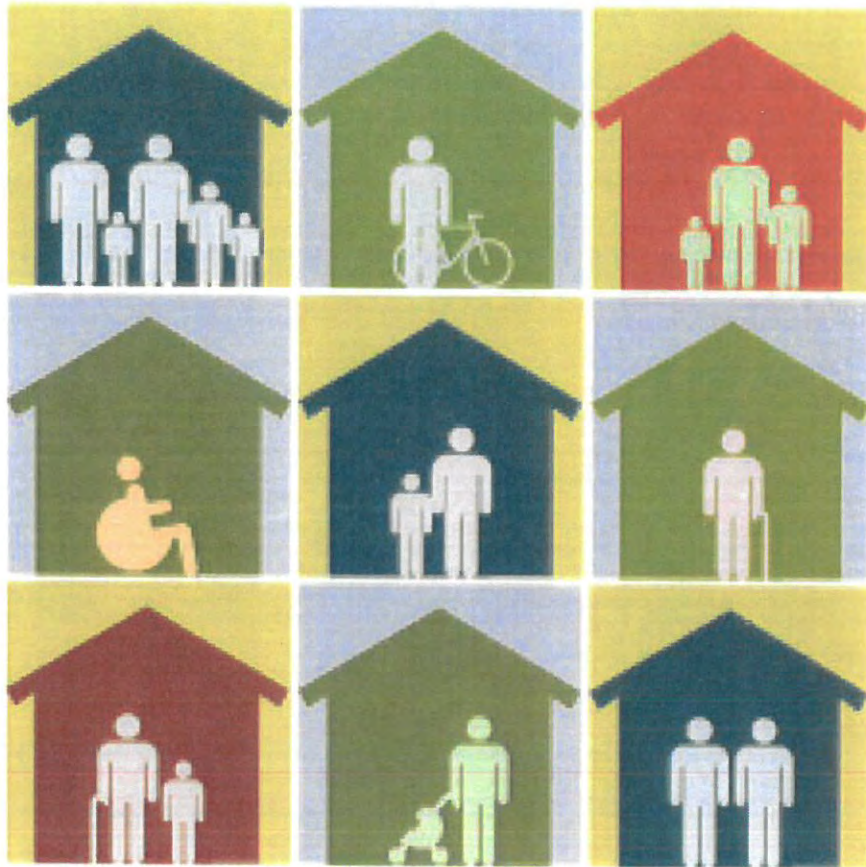
Upon successful completion and adoption of the City's Housing Action Plan, and certification by the City that the selected consultant has the necessary experience to assist the City in updating all elements of its 2017 Comprehensive Plan for the 2024-2026 update cycle, the City and consultant may extend or amend the contract to include all required services for updating the City's Comprehensive Plan. The compensation for these services shall not exceed \$125,000.00, or as amended/awarded by the Washington State Department of Commerce.

X. PUBLICATION

Name of Publication: Dates:

Daily Journal of Commerce & Yakima Herald Republic October 19, 2022, & October 26, 2022.

Selah, Washington Housing Action Plan (HAP)



Beckwith Consulting Group
14 November 2022

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Team Leader - Tom Beckwith FAICP	19
Economist - Eric Hovee	20
Planner - Ferdouse Oneza AICP	20
Architect - Julie Blazek AIA LEED AP	20
Civil Engineer - Eric Scott PE	21
GIS - Jennifer Hackett	21
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BECKWITH

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beckwith@beckwithconsult.com
www.beckwithconsult.com
360-466-3536

14 November 2022

Jeff Peters, Community Development Supervisor
City of Selah, 222 South Rushmore Road, Selah, WA 98942
jeff.peters@selahwa.gov

Regarding: Housing Action Plan (HAP)

Dear Jeff:

We would like the opportunity of working with you, your staff, Planning Commission, City Council, stakeholders, and citizens on your Housing Action Plan (HAP). Please consider the following:

Experience

- **Our housing plans and programs** - include development of strategies for zoning code innovations, density adjustments, building code and utility policies, development incentives, affordable housing stock retentions, renovation and repair programs, education and counseling services, lending programs, land trusts, inclusionary incentives, project financing, housing assistance programs, special population projects, antipoverty programs, and catalytic projects for cities, counties, housing authorities, nonprofit sponsors, and private developers similar to Selah in size and composition.
- **Our implementation rate** - is one of the highest in the consulting industry confirmed by our project results, client references, and 48 awards.
- **Our familiarity** - includes housing action plans on the Eastside and in your area having completed the Yakima Consolidated Housing Plan, Colville Housing Action Plan (HAP), and currently working on the Housing Action Plans (HAPs) for Twisp and Winthrop.

Consulting team

- **Our Team Leader** - Tom Beckwith FAICP, will be solely responsible for all products, time schedules, budgets, and other particulars as he has been on all our projects. Tom has completed 150 projects with housing components for a wide variety of applications.
- **Our team members** - have worked on our similar related projects and are quite skilled working together and on multidiscipline projects like yours.
- **We will complete your HAP** - within your schedule and within your budget and time schedule. A final scope will depend on your preferences which we will resolve with you prior to proceeding.

In conclusion, please provide us the opportunity for an interview where we may review your housing action plan particulars in more detail.

Sincerely,
Tom Beckwith FAICP, Principal

Beckwith Consulting Group

Tom Beckwith FAICP developed and managed project teams in multidiscipline firms including one of the largest architectural firms in the nation prior to forming his own firm. He established the Beckwith Consulting Group as a sole proprietorship in 1983.

We carry \$2,000,000 occurrence and \$2,000,000 general aggregate business and professional (errors and omissions) insurance through USAA Insurance Agency, Hartford Company, and CNA

We are solely responsible for all schedules, budgets, products, and particulars on over 95% of our projects where we have been prime consultant (over 95% of all projects).

Housing action plans (HAPs)

- Jamestown S'Klallam Tribe Housing Solutions Study
- Twisp Housing Action Plan
- Winthrop Housing Action Plan
- Poulsbo Housing Action Plan
- Colville Housing Action Plan
- Port Angeles Housing Action Plan
- Sequim Housing Action Plan Update 2018
- Whatcom County Housing Element
- Yakima Consolidated Housing Plan
- Sequim Housing Needs Assessment 2009
- Bellingham/Whatcom County Housing Action Plan
- Port Townsend/Jefferson County Housing Action Plan

Comprehensive plans

- Forks Comprehensive Plan/EIS
- Clyde Hill Comprehensive Plan
- Sultan Comprehensive Plan/EIS
- Duvall Comprehensive Plan/EIS
- Bonney Lake Comprehensive Plan/EIS
- Connell Community Action Plan
- Gig Harbor Comprehensive Plan/Growth Management Strategy/EIS
- Puyallup Downtown and Central Neighborhoods Development Plan
- Gig Harbor Westside Annexation Mitigation and Millvale Neighborhood Plan
- Cedar River Corridor Redevelopment Strategy
- Arlington Economic Development Plan

- Snohomish Economic Development Plan
- Fife Economic Development Plan
- Quinault Reservation Economic Plan

Development regulations

- University Place Form-Based Code (FBC)
- Blaine Land Use & Environmental Code
- Monroe Sign Design Guidelines
- Kennewick Mixed-Use Design Guidelines
- Blaine Landscape Ordinance
- Pasco Sign Design Guidelines
- Kennewick Sign Design Guidelines
- Snoqualmie Sign Design Guidelines
- Snoqualmie Historic Design Guidelines
- Chehalis Historic Design Guidelines
- Des Moines Land Use Code Update
- Blaine Land Use & Environmental Code Update
- Port Orchard Zoning Ordinance Update
- Duvall Unified Development Regulations & EIS
- Bonney Lake Comprehensive Plan Housing Element & Zoning Regulations
- Oak Harbor Waterfront/Downtown Redevelopment Project & Program including Façade Design Guidelines
- Marysville Downtown Overlay Zone

Housing development projects

- Echo Lake Mixed-Use Development
- Lynden Hillclimb Mixed-Use Development
- Fall City Mixed-Use Development Project
- Tweedsmuir (Copper Hill) Mixed-Use Development Project
- Delridge Neighborhood Plan and Cooper School Reuse
- Fairview Elementary School Reuse
- Seattle's 12th Avenue Feasibility Study
- Historic Lakewood Colonial Shopping Center Redevelopment Project
- Downtown Bellevue Properties Master Planning

We have achieved the highest rate of successfully implemented projects in the consulting industry as attested to by our project results, client references, and 48 awards.

Executive summary

Our objectives

- **Engage** - your diverse (19.9% speak languages other than English and 50.8% rent) population to determine their housing conditions, preferences, and opinions using a variety of in-person and multilingual multimedia outreach methods.
- **Anticipate** - the impact your growing population from 8,208 in 2022 to 9,607 by 2037 or by 1,399 or 17.0% additional people will have on the demand for housing over your next planning period when only 27% of your properties in the city are zoned for residential use and over 33% are vacant.
- **Quantify your existing housing needs** - for resident households, income levels, and special populations by updating the data in your 2017 Comprehensive Plan.
- **Project your future housing needs** - based on your employment trends and income capabilities, on the impact your aging demographics will have on household characteristics, and on your workforce requirements for resident housing needs, preferences, and income capabilities.
- **Assess your existing housing marketplace** - including the type and price of housing being developed by private, nonprofit, and public developers in comparison to your projected housing needs including those sponsored by the Yakima Housing Authority, and others.
- **Consider alternative and innovative housing marketplace products** - including 'Missing Middle' products such as accessory dwelling units (ADUs), cottage housing, small lot single-family, multiplex, courtyard, and small efficiency dwelling units (SEDUs), as well as innovative development and delivery systems including modular, manufactured, and container housing products to meet your current and future housing needs.
- **Develop strategies to meet your housing needs** - including continuation of land trusts with deed and resale provisions, direct and indirect incentives such as parking reductions, fee waivers or extensions, property tax exemptions, increased density, form-based regulations, inclusionary mandates, and catalytic kick-start projects.
- **Consider joint ventures** - where appropriate, with other public, nonprofit, or

private partners such as the **Housing Authority of Yakima County** to complete catalytic projects demonstrating innovative and affordable housing products that satisfy your permanent workforce housing, aging residents, and special population needs.

- **Apply innovative funding** - including leveraging the Legislature's recently authorized Local Sales Tax Fund HB1590 for a 0.1% retail sales tax allocation for housing, the Real Estate Excise Tax (REET) authorization of an additional 0.25% in housing dedicated money, and a property tax levy of up to \$0.50 per \$1,000 assessed value for the construction and foreclosure prevention programs of affordable housing.

Our approach

- **Reviews existing conditions** - by updating the data in your 2017 Comprehensive Plan to include current housing conditions, market barriers, existing zoning and development regulation constraints, and current housing inventory including the condition and demand for publicly financed or assisted low-income developments.
- **Incorporates public input** - on your housing needs and strategies through interviews, focus groups, workshops, pop-up exhibits during your special events, go-to presentations to hard-to-reach populations, and a final survey of your voter households to resolve priorities and financing preferences.
- **Develops new policies/tools** - to deal with high land prices, inflationary material costs, labor constraints, financing restrictions, low-income, aging population, and workforce needs.
- **Publishes/adopts housing action plan (HAP)** - including a 2-6-year implementation strategy and updated Comprehensive Plan Housing Element on your website and during workshops and hearings with your Planning Commission and City Council.

We will complete your HAP within your 2023 schedule and within your budget. A final scope will depend on your preferences which we will resolve with you prior to proceeding.

nd budget

14 November 2022

											Percent of project work									
											Team Leader - Tom Beckwith FAICP									
											Economics - Eric Hovee									
											Planning - Ferdouse Oneza AICP									
											Architecture - Julie Blazek AIA LEED AP									
											Civil Engineer - Eric Scott PE									
											GIS - Jennifer Hackett									
											2023									
											J F M A M J J A S O N									
											hrs	labor	expense	total						
1	Housing needs analysis																			
1.1	Analyze population/employment trends	X	X	X																
1.2	Identify housing needs	X	X	X																
1.3	Collect data on housing conditions	X	X	X	X															
1.4	Evaluate comprehensive plan housing element	X	X	X																
1.5	Review effectiveness of regulations/processes	X	X	X	X															
1.6	Perform in-fill capacity analysis	X	X	X	X	X	X													
1.7	Identify displacement risks	X	X	X	X															
Deliverable - Conditions/housing needs analysis report														\$24,010						
2	Provide public participation and input																			
2.1	Identify outreach groups	X	X	X																
2.2	Review existing information	X	X	X																
2.3	Conduct workshop with public	X	X	X	X															
2.4	Conduct survey of voter households	X																		
2.5	Conduct workshops with stakeholder groups	X	X	X	X	X														
Deliverable - Public engagement plan/results														\$24,750						
3	Evaluate/develop policies and tools																			
3.1	Develop strategies to increase supply	X	X	X	X	X														
3.2	Develop anti-displacement strategies	X	X	X	X															
3.3	Review strategies for equity, barriers, gaps	X	X	X	X	X														
3.4	Develop action plan for implementation	X	X	X	X	X														
Deliverable - draft housing action plan (HAP)														\$17,070						
4	Publish/adopt housing action plan (HAP)																			
4.1	Conduct Planning Commission hearing/edits	X	X	X	X															
4.2	Conduct City Council hearing/edits	X	X	X	X															
4.3	Prepare resolution for adoption	X																		
Deliverable - Adopted Housing Action Plan (HAP)														\$6,270						
											Subtotal	350	\$64,750	\$7,350	\$72,100					
											Contingency	4%			\$2,900					
											Project budget				\$75,000					

O Workshops, open houses, and hearings

Proposed scope of services

Following is a brief description of the tasks of work outlined in the gantt chart on the preceding page.

1: Housing needs analysis

Task 1.1: Analyze population and employment trends

We will update and analyze data from your 2017 Comprehensive Plan, as well as the Washington State Office of Financial Management (OFM), 2015-2019 American Community Survey (ACS), HUD, ESRI, and others for a comparison of Selah, Yakima County, Washington State, and the US for the following subjects:

Demographics

- **Population** - including current and projected population based on Washington State OFM estimates and Yakima County's growth allocations.
- **Age** - including the impact of the aging baby boom on your housing requirements particularly for households who would like to continue to reside in Selah.
- **Household status** - including average household size, percent of all households in married or male/female households, and percent in types of non-family households with and without children.
- **Race and ethnicity** - including language and migration impacts of minority populations and any concentrations that may impact your housing and community services.

Employment

- **Population/employment ratios** - including your trends in full-time, part-time, remote, and seasonal workforce participation compared with the projected aging population profiles and expected critical skill retirements.
- **Base industry employment** - including trends in agriculture, forestry, fisheries, mining, construction, manufacturing, and tourism.
- **Service industry employment** - including trends in communication, wholesale and retail trades, finance, professional, and governmental service sectors with base/service ratios achieved in Selah compared with other areas in Washington State.
- **Economic sustenance factors** - the number of employees required within a specific service industry to support your present and future

population accounting for expected aging workforce retirements in critical skills.

- **Base/service/population multiplier** - or the population that can be sustained by your projected employment trends compared with the service population required to sustain your population projections.
- **Employee and household income** - common of the employed households home purchasing and renting ability particularly for critical public and service employees such as retail and health workers, teachers, police, and firefighters.

Education

- **Education and employment** - including education level, percent in labor force, occupation, industry by base or service sector of your resident, remote, and seasonal workforce.
- **Income** - including median household, family, and per capita income, and the distribution of family and non-family income levels by age, skill, and residency.
- **Poverty status** - by households and ages, by race and ethnicity, and the resulting impact on your housing and community services.

Crisis services, health, and wellness

- **Disability** - by age and household including the National Association for the Dually Diagnosed (NADD)'s estimates of persons having developmental disabilities.
- **Substance abuse** - and the primary drug rates for alcohol, methamphetamine, cocaine, and heroine based on Tobacco, Alcohol, and Other Drug Abuse Trends in Washington.

Transportation

- **Transportation** - for commuting to work by walking, biking, bus, or private vehicle with occupancy, vehicles per household, place of work, and commuting time statistics as well as remote and work at home behaviors.

Task 1.2: Identify housing needs

- **Market imbalances** - including overage or underage of product by types, price, and other features including the number and household types in poverty, low, moderate, and middle-income ranges expected to be paying more than 30% and 50% of household income.

- **Number of special population households** - expected to require housing assistance or special housing products provided with security, health, social, or other Continuum of Care program services.
- **Special housing requirements** - by housing product and program accounting for existing and programmed special population program services to be provided by sponsoring organizations for transitional, emergency, and supportive for chronically homeless, domestic violence, alcohol and drug addictions, HIV/AIDS, and other mental/physical disabilities.

Task 1.3: Collect data on housing conditions

We will collect and compare the following from HUD Comprehensive Housing Affordability Statistics (CHAS), Washington Center for Real Estate Research (WCRER), Rural Resources Community Action, National Low Income Housing Coalition (NLIHC), Catholic Campaign for Human Development, local public and nonprofit organizations, and other sources:

Housing characteristics

- **Tenure** - including the number of public and private owner and full-time, part-time, seasonal, and vacation rental housing units as well as conversions from rental to sale, permanent to seasonal, and rented on airbnb.
- **Housing characteristics** - including location, age, condition, size, units in structure, value and rent, with and without public utilities, crowding, vacancy or unoccupied rates.
- **Assisted housing programs** - including the existing and proposed number, location, type, tenant, and method of financial assistance including evaluation of Section 8 Vouchers being provided by the Yakima Housing Authority, and other sponsors.
- **Subsidized housing units** - including the affordable apartment properties, low-income units, and units with low-income rental assistance.
- **Private housing developments** - including the number, price, features, and occupant characteristics of developments approved, permitted, or under construction in Selah and being promoted by local developers
- **Racial/ethnic/low-income concentrations** - including the degree to which your community includes a disproportionate concentration of minority or low-income or poverty households.

Housing market

- **Housing affordability indices (HAI)** - for all households and first-time buyer, as well as renting households.
- **Fair Market Rents (FMR)** - calculated by the National Low Income Housing Coalition (NLIHC) accounting for market rents versus number of bedrooms and income requirements including recipients of Supplemental Social Security Income (SSI).
- **Affordability comparisons** - projecting household ability to buy or rent in the current and trending marketplace based on annual income or wages including critical skills such as retail and health worker, teacher, police officer, and firefighter.
- **CHAS statistics** - expanding the comparison of owner and renter elderly, small and large families, and other individual households with housing problems who are paying more than 30% and more than 50% of income.
- **Home sales** - including median value, percent of stock sold or turned over, and average time on the market.
- **Monthly rents** - including median rent by number of bedrooms, percent of stock rented or turned over, vacancy rates, and average time on the market.
- **Affordable results** - including the number of affordable units developed in the past 5 years and the incentives used or not used to achieve results.
- **Affordability mismatch** - including units for sale and rent able to be afforded by households with 30%, 31-50%, 51-80%, and up to 120% of Median Family Income (MFI) and what households are currently paying for such units according to HUD CHAS data.

Task 1.4: Evaluate Comprehensive Plan Housing Element

We will review and evaluate your 2017 Comprehensive Plan including the population and land use proposals for the city limits and your urban growth area (UGA).

Along with Task 1.6, we will determine whether your comprehensive plan provides a sufficient mix of urban and mixed-use districts to meet your affordable housing goals.

Task 1.5: Review effectiveness of regulations

We will review your development regulations and permitting processes to determine what impact they may have on your ability to

generate additional and affordable housing products.

We will assess whether your regulations have resulted in or prohibited achieving your housing goals and proposed affordable housing programs and projects.

Task 1.6: Perform land capacity analysis

We will calculate the following of your buildable land capacity as well as any potential water and sewer capacity limits.

- **Buildable land acreage** - including gross, unbuildable, gross buildable, and surplus buildable due to underdevelopment.
- **Dwelling unit capacities** - including existing and build-out potential due to development of vacant lands, infill of underdeveloped lands under pending or approved subdivision and building permit applications and potential 'Missing Middle' housing allowances.
- **Sites of opportunity** - including available or potential undeveloped or infill parcels able to be developed to provide innovative housing products that meet your affordable housing objectives.
- **Catalytic projects** - defining potential site plans, development costs, mandates or incentives, financing strategies, and other particulars necessary to kick-start sites of opportunity into pro forma feasible development projects with private, nonprofit, or public sponsors.

Task 1.7: Identify displacement risks

We will determine what barriers there may be for retaining existing housing stock and low-income household occupants.

We will evaluate the impact of Naturally Occurring Affordable Housing (NOAH) including conversions of owned single-family homes to rentals, multi-family units aging in cost and rents, and affordable housing developments amortizing out of 30-year compliance periods.

We will evaluate what impact zoning policies, repair and renovation programs, loans and grants may have on stabilizing older housing stock and avoiding displacement of elderly, low-income, and seasonal employee renting households.

Deliverable: Conditions/analysis report

- **Data** - including complete data sets, charts, and graphics updating your 2017 Comprehensive Plan.
- **Documents** - including a Housing Needs Assessment (HNA) report per DOC guidance, and updated contents of your Comprehensive Plan Housing Element.

2: Public participation

Task 2.1: Identify outreach groups

We will conduct a retreat with you, your staff, Planning Commission, City Council, and other parties you consider appropriate to review:

- **Your vision** - for your housing action plan and our proposed scope, tasks, schedule, budget, and other particulars.
- **Your assessment** - of the background data, analytical findings, and assessments in your 2017 Comprehensive Plan.
- **Your outreach participants** - to involve in your housing action planning possibly through a **Housing Task Force (HTF)** including representatives from your Planning Commission and City Council as well as the Yakima Housing Authority, and citizens, among others.

Based on your review, we will make any adjustments to the scope, schedule, and other particulars appropriate.

Visual prototype examples - we will develop a series of fact sheets and visual presentations documenting innovative affordable and market rate housing products including tiny houses, accessory dwelling units (ADUs), cottage, multiplex, small efficiency dwelling units (SEDUs), and mixed-use as well as modular and container products of possible interest to your residents.

We will post the fact sheets and presentation materials on your website and incorporate them into our survey, workshops, open houses, pop-up events, and go-to presentations to elicit interest, document reactions and issues, and generate support for innovative approaches.

Task 2.2: Review existing information

We will review with you the results of the 2017 Comprehensive Plan, and other strategies and proposals that have been advanced to date concerning housing solutions. We will jointly

assess the progress that has been made so far and what gaps in strategies or implementation proposals this process should resolve.

Task 2.3: Conduct workshops with public

- **Open houses** - with your public, nonprofit, and for-profit partners, sponsors, user groups, and residents. We will include activities that will attract families and generate turnout.



- **Pop-up events** - during special events to elicit public input on your condition assessments, population and employment projections, housing needs/demands as well as the housing fact sheets and visual presentations of innovative affordable housing.

Task 2.4: Conduct surveys of residents, employees, businesses, and voters

We will design and conduct an on-line survey in multiple languages of resident households in Selah to determine:

- **Current housing conditions** - including satisfaction with location, size, features, price or rent, community improvements, and other characteristics as well as any desire to continue living in the current residence in Selah.
- **Housing market trends** - including assessment of location, features, price or rent, community improvements, and other characteristics being offered in the local market.
- **Housing affordability assessments** - including the impact housing market conditions and trends are or will have on households in general, on first-time buyer, elderly, single-headed families, non-family individuals, critical skills, special populations, seasonal workers, and others in Selah, as well as their circumstances and preferences.
- **Existing affordable housing programs and projects** - including assessments and priorities concerning your existing affordable housing policies, programs, and projects.
- **Resident characteristics** - including length of residence, age, household status, housing tenure, income, and place of residence.

Note - we have found online (with mail-out/mail-back option for those that prefer) surveys to be more transparent and

representative of public opinions and accurately predictive of voters in subsequent funding referendums than traditional telephone surveys.

In addition, we have been able to include more content, since respondents have time to review and consider the questions before responding, particularly when graphically presented, than we were able to obtain from telephone samples.

Voter households - towards the end of your HAP process, we will conduct an online survey of each household in Selah using the United States Postal Service's (USPS) Every Door Direct Mail (EDDM) service to mail postcards to each household inviting residents to complete the survey.



We will describe your proposed housing action plan concepts and strategies and ask what impact and

support your resident households will have in living in some of the example housing projects and in supporting financing measures to realize key strategies or concepts.

The results will provide you and your elected officials a **valid method of determining public support for your housing action plan concepts and strategies**, particularly aspects requiring public financing and joint ventures with other public, nonprofit, and for-profit agencies.

Task 2.5: Conduct workshops with stakeholders



Using the results of tasks 2.1-4, we will conduct workshops with all public, nonprofit, and for-profit affordable and market rate

housing developers and agencies of interest to your housing action plan to determine issues and suggestions about meeting your housing needs and demands.

Deliverable: Public engagement plan/results

- **Public engagement process** - per tasks 2.1-5 using workshops, open houses, and voter survey.
- **Outreach materials** - including visual preference examples of innovative housing products such as tiny homes, accessory dwelling units (ADUs), cottage, multiplex, small efficiency dwelling units (SEDUs), and mixed-use as well as modular, manufactured, and container products.
- **Engagement report** - summarizing the results and implications of the stakeholder group workshops, open houses, pop-up events, go-to presentations, and voter household survey.
- **Planning Commission and City Council workshops** - on a periodic basis throughout the process to present, review, discuss, and adjust the scope of your planning process where appropriate.

3: Develop policies and tools

Task 3.1: Develop strategies to increase housing supply

We will identify the following strategies for your short and long-term housing needs and priorities by you and other nonprofit and for-profit builders and lenders:

- **Land use allocations** - adjusting the ratio and acreage provided for low to urban density residential zones and innovative housing products including mixed-use districts to reflect smaller and older household requirements, seasonal workforces, and buying capabilities.
- **Zoning code innovations** - allowing 'Missing Middle' innovative and affordable housing products including accessory dwelling units (ADU), cottage or small lot village housing, multiplex, and small efficiency dwelling units (SEDU) housing.
- **Building codes and utility policies** - allowing manufactured, modular, container, and tiny housing providing energy and weatherizing, retrofitting, and utility services.
- **Development incentives** - continuing land trusts with deed restrictions and using low or affordable housing incentives or quotas possibly combined with density increases, parking reductions, height and lot coverage variances, transfer of development rights, limited-equity cooperatives, impact and utility connection fee deferrals, differential taxing

rates, or other direct or indirect inducement concepts like the Washington State Housing Finance Commission's (HFC) Recapture Tax.

- **Inclusionary zoning** - analyzing the impact and cost/benefits of mandating minimum percentage quotas, targeted income ranges, retention time periods, geographic impact areas, and fee-in-lieu provisions to reduce costs and increase affordable housing.
- **Catalytic projects and partnerships** - for public or packaged properties with affordable housing performance and participation criteria for sites of opportunity for affordable, mixed-income, seasonal workforce, and transitional housing.

Identify funding tools

We will evaluate the Legislature's recently approved capital funding sources including:

- **Local Sales Tax Fund HB1590** - the 0.1% retail sales tax allocation in housing dedicated money depending on Yakima County's first right authorization.
- **Real Estate Excise Tax (REET)** - authorization of an additional 0.25% in housing dedicated money.
- **Property tax levy** - of up to \$0.50 per \$1,000 assessed value for the construction and foreclosure prevention programs of affordable housing.

Your affordable housing funds could be leveraged to take advantage of the following examples (**not a complete list**):

- **State Sales Tax Housing Fund HB1406** - a 20-year state program providing grants and financing for investments in affordable housing projects and programs including rental assistance.
- **Low Income Housing Tax Credit (LIHTC)** - providing a 9% credit against tax liability or a dollar-for-dollar reduction for investment in the construction or rehabilitation of housing for low-income families.
- **Multifamily Tax Exemption (MFTE) program** - in exchange for dedicating a percent of new units as affordable for certain incomes.
- **Land Acquisition Program (LAP)** - helping private and nonprofit developers purchase land and preserve it for later development of affordable housing (rental or homeownership).
- **80/20 Housing Bonds** - providing private and nonprofit developers with access to tax-

exempt bond financing for affordable housing projects including assisted living and single-room occupancy (SRO).

- **501(c)(3) Nonprofit Housing Bonds** - providing housing with access to tax-exempt bond financing provided the housing furthers the charitable purpose of the organization.
- **Streamlined Tax-Exempt Program (STEP)** - providing below-market interest rate loans to nonprofit borrowers for multifamily housing, assisted living facilities, homeless shelters, transitional housing, and group homes.
- **HFA Advantage** - providing financing assistance for homebuyers with incomes at or below 80% AMI.
- **USDA Single-family** - providing loans to support self-help buy, build, repair, and own programs.
- **USDA Multi-family** - providing loan guarantees for rental housing for low-income, elderly, disabled, and domestic farm laborers.

Task 3.2: Identify strategies to minimize displacement

We will outline the following strategies to minimize displacement and the loss of existing affordable housing stock:

- **Affordable housing stock retention** - using sweat equity construction and repair programs, land and equity trust financing concepts, and retention of mobile home parks and manufactured homes for low-income housing.
- **Renovation and repair programs** - identifying older housing stock including manufactured homes to be preserved, retrofit, and reclaimed in the existing supply along with code or mitigation incentives, or financing assistance using the Federal Housing Authority's (FHA) Section 221 program, or equity trust or reverse mortgage programs, or innovative land and equity trust concepts, or renovation loans to be repaid on eventual sale.

Task 3.3: Review strategies for equity, barriers, and gaps

We will review the proposed strategies to ensure housing needs are addressed for all economic segments of the community including use of:

- **Lending programs** - identifying local capital sources and state and federal counseling services and lending programs to be utilized to increase local household buying power through Washington State Housing HFC House Key Plus

mortgage and down payment assistance programs, FHA Sections 8 and 223 Low Income programs, and private capital sources.

- **Project financing** - leveraging local capital sources including HFC Tax Exempt bonds, the Washington Community Reinvestment Association's (WCRA) Capital Plus, and USDA Rural Development Section 523 home financing programs to help private and nonprofit organizations finance affordable/low-cost products.
- **Housing assistance programs** - identifying income or housing subsidy or assistance programs to help pay sales loans or rents using HFC House Key programs and FHA Section 8 programs including for critical employee skills.
- **Special population projects** - identifying shelters, transitional, and permanent housing development projects for disabled, elderly, homeless, domestic abuse, mental health, and other special needs households using McKinney, Housing Opportunities for Persons with AIDS (HOPWA), HFC HomeChoice and Housekey Extra programs, and FHA 202 Elderly and 811 Disabled program.

Task 3.4: Develop Housing Action Plan (HAP)

We will define tasks, participants, responsibilities, schedules, budgets, and performance measures appropriate to you and all other public, non-profit, and private entities to be involved in implementing your HAP.

Depending on the results of preceding tasks, our recommended actions may include your accomplishment and/or sponsorship of catalytic housing projects with other public, nonprofit, or private developers or organizations to kick-start projects or actions critical to the successful implementation of your HAP.

We will update your Comprehensive Plan Housing Element along with performance measures to assess implementation.

Deliverable: Housing Action Plan

- **Housing Action Plan (HAP), Comprehensive Plan Housing Element** - in accordance with DOC guidelines.
- **HAP Implementation Program** - with detailed tasks, public, nonprofit, and private participants, responsibilities, schedules, budgets, and performance measures for the next 2-6-years.

4: Publish/adopt HAP

Task 4.1: Present HAP to Planning Commission

We will edit and publish the following HAP documents on your website:

- **PowerPoint presentations** - of key goals, strategies, projects, and programs along with action plan participants, major implementation tasks and responsibilities, and performance measures.
- **Housing Needs Assessment (HNA) documents** - containing your condition assessments, housing market analysis, demand/needs assessment, resources and incentives, and innovative housing project designs and applications.

We will assist you in presenting your HAP to your Planning Commission and documenting any recommendations the Commission may have for your City Council's consideration.

Task 4.2: Present HAP to City Council

We will assist you in presenting your HAP to your City Council and any recommendations the Planning Commission may have for your City Council's consideration.

We will make any final edits to your HAP or implementation strategies decided by your City Council.

Task 4.3: Prepare resolution for adoption

We will assist you in developing a final resolution for your City Council to adopt and implement your HAP.

Deliverable: Adopted Housing Action Plan

- **Final HAP documents** - including edits by you, your staff, Planning Commission, and City Council for adoption.

Our example work

Poulsbo Housing Action Plan & Commercial Lands Study

We developed a housing action plan and commercial lands analysis for the Poulsbo Community Development Department that identified demographic changes including aging populations and households, housing market trends particularly for small, innovative



“Missing Middle” housing innovations, and the city’s commercial and industrial land requirements.

We conducted an on-line survey of city residents to determine their opinion on current trends, products and proposals, and their interest in participating in citywide housing solutions. We also conducted a series of virtual workshops with housing stakeholders, low-income and homeless housing sponsors, and members of the Planning Commission and City Council during the planning process.

Based on the assessments, we projected office and commercial land requirements affected by changing in-office and remote working arrangements resulting from Covid as well as employment trends.

We assessed the city’s existing zoning and development codes and drafted adjusted zoning district allowances to permit innovative “Missing Middle” housing solutions for older, single, and millennial households within the city’s older established single-family neighborhoods.

We completed an envelope analysis of an existing commercially zoned property to demonstrate the pro forma market potential for developing mixed-use structures with upper

floor housing units focused on market rate and affordable non-family households.

Colville Housing Action Plan

We developed a housing action plan for the Colville Planning Department that identified

demographic changes, housing inventory, housing market trends, homelessness, and critical skills housing needs.

We conducted an on-line survey of city residents to determine their opinion of current trends, products and proposals, and their interest in participating in housing solutions.



Based on the assessments, we identified strategies in a detailed action plan to provide:

- Development code revisions to achieve minimum density, performance-based design, low impact development, transfer development rights, accessory dwelling units, modular housing, and progressive building/permit fees, utility connection charges, and impact fees
- Zoning and building code allowances for prefabricated accessory dwelling units, modular single-family, and mixed-use development project prototypes
- Zoning incentives with which to offset builder costs for the purpose of creating affordable housing units in mixed-income projects and developments

On completion of our action plan, the City Council organized a Housing Task Force to implement each of the recommendations identified in the housing action plan.

Port Angeles Housing Action Plan

We completed a housing action plan for the Port Angeles Department of Community Development that analyzed and projected

demographic, employment, income, housing market trends, homeless, and special population needs, critical skills housing problems by type household, and housing development cost variables and cost offset conditions over the next 20-year period.



We conducted an on-line survey completed by 663 city residents identifying their opinion on current trends, products and proposals, and their interest in participating in citywide housing solutions.

We identified action plan strategies for:

- Continuing differential taxing rates for affordable housing
- Stimulating use and development of innovative housing products including modular and prefabrication
- Implementing an accessory residential unit (ARU) program to provide Missing Middle housing opportunities in established neighborhoods
- Developing an affordable housing incentive system using non-cash density offsets
- Developing an affordable housing incentive system using cash fee and permit waiver offsets
- Packaging 3 demonstration mixed-use projects using innovative housing products and Missing Middle housing designs
- Establishing an Affordable Housing Fund (AHF) with property tax levies
- Using the AHF monies for refinancing overextended households and accomplishing repair and replacement needs
- Assisting with renovating eligible housing stock and households with shared and limited equity loans

We completed envelope studies of 3 prototypical neighborhood, commercial corridor, and downtown housing sites demonstrating the use of mixed-use, Missing Middle housing designs. We created pro forma development cost assessments for each demonstrating the impact of cash and non-cash incentives, and the use of innovative designs,

construction, and development approaches on resulting housing costs.

Jamestown S'Klallam Tribe Housing Solutions Study

We completed the **award-winning** detailed housing solutions study for the Jamestown S'Klallam Tribe Social & Community Services Department and Tribal Council. We analyzed and projected housing requirements for 1) Tribal elders (age 55+), 2) families, 3) workforce for the Tribes 7 Cedars Casino and Resorts, and 4) transitional households for Tribal populations living within and outside of the Tribe's Clallam-Jefferson County service area.



We conducted detailed surveys of Tribal citizens, descendants, and non-Tribal members and the Tribal workforce to determine their existing housing situations, financial capabilities, characteristics, and preferences. We conducted housing preference workshops with Tribal elders and

staff to determine the characteristics of desired housing and residential development designs and products.

Based on the housing preference assessments, we conducted a housing marketplace workshop involving innovative housing products and developments for cottage, modular, and cargo container housing designers and developers. The marketplace developers illustrated their designs and products and discussed the potential quality and cost savings possible using more innovative housing development approaches.

We analyzed 12 different fee simple and tribal trust properties currently owned by the Tribe in Sequim and around Blyn including environmental, utilities, access, current development regulations, and other particulars.

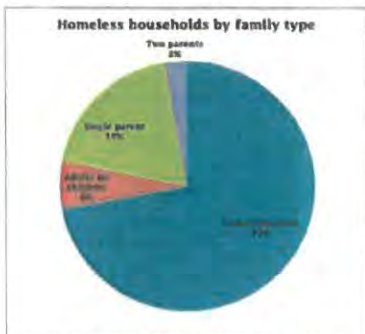
Based on our assessments, the Tribe narrowed the list to 6 possible sites for which we created site concepts based on the housing preference assessments, innovative cottage and modular

housing products, and low impact development concepts. We estimated development costs and outlined possible funding strategies using HUD Tribal grants, state grants, and leveraged private financing.

Whatcom County Housing Element

We updated the **award-winning** housing element for the Whatcom County 2015-2035 Comprehensive Plan Update for the Whatcom County Planning & Development Services and interagency housing task force.

We collated and projected detailed population forecasts and allocations, and demographic trends for the county and every jurisdiction and urban growth area.



We analyzed housing market trends in the region, county, and by county jurisdiction including the number, price or rent structure, and vacancy rates.

We assessed housing affordability trends including first time buyers and for critical skills including retail and health care workers, teachers, police, and firefighters necessary for community sustainability.

We also determined existing owner and rental housing cost burden by income group countywide and by each jurisdiction along with a comparison with assisted housing inventory, assisted housing occupant characteristics, and homelessness.

We projected two possible housing impact scenarios and policy implications if the county's population continued to age in place and/or if county policies advocated development of innovative solutions oriented to an aging and increasingly non-family population.

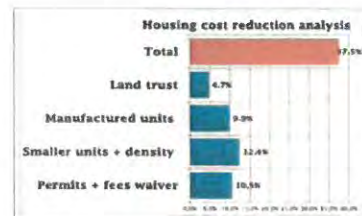
Finally, we compared the costs and pro forma pricing impacts of various incentives including utilization of increased density, decreased

parking quotas, manufactured housing units, connection and impact fee waivers, and land trusts by which to assess incentive effectiveness on resulting housing costs.

Sequim Housing Action Plan

We updated a housing action plan for the Sequim Department of Community Development based on the housing needs assessment we completed for Sequim in 2008.

We analyzed and projected demographic, employment, income, housing market trends, homeless, and special population needs, critical skills housing problems by type household, and housing development cost variables and cost offset conditions over the next 20-year period.



We conducted an on-line survey of city residents to determine their opinion on current trends,

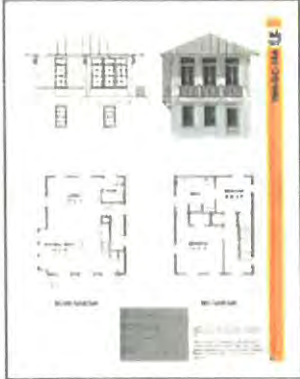
products and proposals, and their interest in participating in citywide housing solutions. Based on the assessments, we identified strategies the city could consider when developing a detailed action plan to provide:

- Financial incentives including differential taxing rates, limited and shared equity lending, and land trusts
- Development code revisions to achieve minimum density, performance-based design, low impact development, transfer development rights, accessory dwelling units, modular housing, and progressive building/permit fees, utility connection charges, and impact fees
- Zoning and building code allowances for prefabricated accessory dwelling units, modular single-family, and mixed-use development project prototypes
- Zoning incentives with which to offset builder costs for the purpose of creating affordable housing units in mixed-income projects and developments

On completion of our action plan, the city organized a Housing Task Force focused on implementing each of the recommendations identified in the study in more detail.

Bellingham/Whatcom County Housing Action Plan

We completed an **award-winning** aggressive housing action plan for the Bellingham and Whatcom County Countywide Housing Action Taskforce (CHAT) - a committee composed of elected officials, housing authorities, non-profit trusts and housing corporations, private developers, lenders, and realtors.



We conducted workshop sessions with builders, realtors, lenders, non-profit sponsors, and the smaller cities in the county to determine their opinion on current trends, products and proposals, and their interest in participating in countywide housing solutions.

We analyzed demographic, employment, income, housing market trends, homeless, and special population needs and projected conditions over the next 20-year period.

We inventoried innovative housing solutions within the region, state, and nation to determine effective prototypes of interest to Whatcom County housing market prospects.

We developed a detailed action plan to provide:

- Development code revisions to achieve minimum density, performance-based design, low impact development, transfer development rights, accessory dwelling units, modular housing, and progressive building/permit fees, utility connection charges, and impact fees
- Financial incentives including differential taxing rates, limited and shared equity lending, and land trust
- Rehabilitation programs using shared and/or limited equity mortgages, sweat equity, and self-help construction
- Competitive RFP packaged development projects using prefabricated accessory dwelling units, modular single-family and mixed-use development project prototypes

We vetted the proposals with the public using a mail-out/phone-back survey of registered voters to determine priorities and levels of support for a proposed countywide housing levy for capital formation that passed in 2012.

Yakima Consolidated Plan

We completed the 2010-2014 Consolidated Plan with Community Profile, Housing Market Analysis, Needs Assessment, Homeless,



Community Development, and Non-Homeless Special Needs components for the Yakima Office of Neighborhood Development

Services (ONDS).

We developed the plan for ONDS and the Consolidated Plan Advisory Group composed of representatives of the Yakima Housing Authority (YHA), Yakima Valley Partners Habitat for Humanity, Office of Industrialization Center (OIC), and Yakima County Human Services Department.

The plan included an updated and extensive survey of housing market conditions using 2000 Census, CHAS data, 2005-2007 American FactFinder, Washington Center for Real Estate Research (WCRER), the National Low Income Housing Coalition (NLIHC), Homeless Network of Yakima County's Continuum of Care and Homeless Plan, and the Yakima County Health Departments Alcohol & Substance Abuse Plan, among others.

In addition, we conducted 3 public meetings and a mail-out/phone-back survey in English and Spanish of 100 registered voter households from within the Community Development Block Grant (CDBG) Target Area to ascertain representative public opinions concerning conditions, program assessments, and priorities.

ONDS, the Community Development Advisory Board (CDAB), and City Council conducted public hearings and adopted the Consolidated Plan.

Port Townsend/Jefferson County Housing Action Plan

We developed an aggressive housing action plan for the Port Townsend Planning Department and Jefferson County Community Development Department.

We analyzed demographic, employment, income, housing market trends, and special population housing needs. We interviewed builders, realtors, lenders, and non-profit sponsors to determine their opinion on current trends, their products and proposals, and their interest in participating in housing solutions.



We inventoried innovative housing solutions within the region, state, and nation to determine effective prototypes of interest to Jefferson County housing market prospects.

We developed an action plan to

provide:

- Education and mentoring services about finance, purchase, and maintenance,
- Development code revisions to achieve minimum density, performance-based design, low impact development, fee-in-lieu dedications, impact fees, transfer development rights, manufactured housing, pre-approved building plans, and progressive permit fees,
- Affordable housing density incentives,
- Infrastructure priming including interim community drain fields, progressive connection fees, and capacity allocations to affordable housing projects
- Financial incentives including differential taxing rates, limited and shared equity lending, cooperative and co-housing
- Rehabilitation programs using shared and/or limited equity mortgages, sweat equity, and self-help construction
- Competitive RFP packaged development projects using targeted sites and prototype project design and development examples

We vetted the proposals with the public using a mail-out/phone-back survey of registered voters to determine priorities and levels of support for a proposed countywide housing levy for capital formation. The participants used the action plan proposals to form a Housing Action Planning Network (HAPN) and initiate a countywide affordable housing levy referendum.

Seattle 12th Avenue Feasibility Study

We conducted a detailed analysis of property ownership, appraised values, residential and commercial market trends, existing site and



building conditions, and alternative development concepts for 5 city-owned properties located in East Barclay Court across from Seattle University for the Seattle Department of Community Development.

Seattle obtained the properties through a land transfer with Seattle University. The city's objective was to

determine the architectural and economic feasibility involved in redeveloping and/or packaging the properties for mixed-use residential purposes. The city was also interested in determining the interests and intentions of adjacent landowners.

We conducted workshops with adjacent property owners to determine preferred options including possible land and/or building package approaches. Based on workshop results, we developed and evaluated a variety of mixed-use residential projects ranging from single lot duplex proposals on the interior lots to multiple story apartments over ground floor retail outlets for the corner and frontage properties.

Each proposal was evaluated against comparable and competitive projects in the marketplace to determine feasibility issues and constraints.

Based on our analysis, the city subsequently assisted with joint venture projects on a number

of properties resulting in the in-fill shown in the aerial.

Fairview Elementary School Reuse Project

We completed a detailed design, physical, social, and economic analysis of the possibilities of reusing a surplus school for the Seattle Housing Authority, Seattle Department of Community Development, and the Fairview Community Council.

We analyzed the possibility of reusing all or portions of the surplus Fairview school facility and/or site for a multi-use development incorporating low-cost family housing under the Housing Authority's



Scattered Site Housing program.

We conducted questionnaire samples of neighborhood residents to gather opinions about potential issues and concerns with various reuse options. We conducted an extensive series of public workshops with community residents and interest groups during which the participants were encouraged to develop project objectives and alternative utilization concepts using a co-design participant process.

We evaluated alternatives that included concepts that reused the whole building, portions of the original structure, and the site only for a combination of community and multiple family and elderly housing units. We evaluated final alternatives for economic feasibility and the impact of financing incentives.

Pacific Northwest Ballet acquired the property for a teaching facility, and later Fairview Christian School, for a private religious institution and housing complex.

Tweedsmuir Close Inc/Copper Hill Square Mixed-Use Development

We completed a site evaluation, site and building prototype plan, rezone application, and expanded environmental checklist for

Tweedsmuir Close (now Copper Hill) - a mixed-use project involving 8.4 acres, 100 residential units, and 30,000 square feet of office and retail space for Tweedsmuir Associates in Duvall, Washington.

The innovative project was the first to be submitted for review and approval under the new unified SEPA/GMA design and development



code process we had previously developed for the city with a GMA demonstration grant.

The environmental analysis was able to utilize site and system-level impact assessments that had previously been evaluated in the city's environmental impact statements for the comprehensive

plan update, wastewater treatment plant, and unified development regulations - considerably reducing processing time and uncertainties to the developer and staff alike.

The project was subsequently developed as we designed it as Copper Hill and the over-the-store studios, townhouse, and single-family products were sold-out in record time.

Delridge Neighborhood Plan

We completed a neighborhood development plan for the Delridge Neighborhood Planning Committee and the Seattle Neighborhood Planning Office.

We worked with a 20-member planning committee involving representatives from the multiethnic community's property, business, education, cultural, arts, and historical groups as well as transit, transportation, parks, and school agencies.

We conducted 6 participatory workshop sessions with over 200 neighborhood residents creating over 500 ideas on public safety,

transportation, community and culture, economics, nature, and the built environment.

We compiled the ideas into draft neighborhood plan elements during 3 subsequent public forums and public workshops. The interim plan proposals were illustrated in 3 newsletter mailings and on an interactive community planning website. The final plan proposals were documented in a newspaper supplement and mailed to over 5,000 households in the community along with a detailed survey to determine final project priorities and



validations.

The resulting plan was validated by the Seattle City Council and used to design and fund a new police precinct station, a mixed-use housing and public library project, and a reclamation and art interpretation project for Longfellow Creek, among others.

Our plan was also used to obtain title to the surplus Cooper School and complete our proposed retrofit project that reused the facility for live/work artist housing along with a performing theater, childcare, and other community services.

Echo Lake Mixed Use Development

We conducted a design charrette with city council and staff, YMCA, and the private property owner and developer on mixed-use development concepts for the south shore of Echo Lake for a public park and trail, city hall, police station, YMCA, and private mixed-use retail and residential uses.

The Echo Lake site was one of 6 site alternatives we identified and analyzed as possible city hall options. The site was the last underdeveloped property with an aging mobile home park located on old Highway 99 that also included one of the city's most attractive natural areas, Echo Lake, and a regional trail, the Interurban.

Our charrette identified alternative concepts for access and parking, building configurations and



use occupants, public commons and shared site improvements, parks and trails, urban design, property and site development agreements,

and regulatory and financing measures.

We also estimated building capacities, development costs, and other pro forma particulars necessary for the participants to resolve purchase and development options, a master plan agreement, and common parking and site improvement cost allocations.

The city eventually selected another site for city hall. The property was acquired by a developer who completed the project with the YMCA and additional market rate and mixed income housing in accordance with our concept.

Arlington Old Town Residential Design Standards

We assessed development patterns, housing conditions, architectural styles, and existing and potential development capacities to create design standards for infill development of the historic, traditional single-family neighborhoods



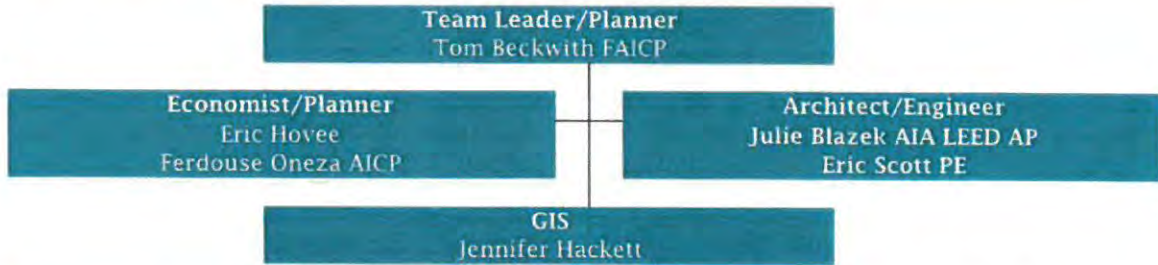
in downtown Arlington.

Our design standards promote a higher density using a mix of commonly prevalent architectural styles

including duplex: side-by-side, fourplex, townhouse, duplex: stacked, cottage court, courtyard, and accessory dwelling unit (ADU).

The design standards illustrate acceptable examples of front yard, side, and rear yard placements, parking, fencing, and landscaping.

Our consulting team



Beckwith Consulting Group

We established the Beckwith Consulting Group as a sole proprietorship in 1983 to provide planning, design, and development services.

We carry \$2,000,000 occurrence and \$2,000,000 general aggregate business and professional (errors and omissions) insurance through USAA Insurance Agency with additional coverage provided by The Hartford and Continental Casualty Company.

We are solely responsible for all schedules, budgets, products, and particulars where we have been prime consultant that is over 95% of our projects.

Team Leader - Tom Beckwith FAICP



Tom has applied expertise in economic base studies, market and economic feasibility studies, site planning and physical development concepts, urban design and architectural design developments, architectural programs and building space plans, financial lenders packages, and life cycle analysis that is directly applicable to this project.

His plans and projects have one of the highest implementation rates in the consulting industry and have been recognized with **48 awards** from a variety of civic and professional organizations due in part to his emphasis on effective public participation outreach and engagement.

As Team Leader/Project Manager, Tom will be solely responsible for all schedules, budgets,

products, and particulars as he has been on all firm projects.

Registration

- Fellow of the American Institute of Certified Planners (FAICP).

Education

- Graduate School of Design, Continuing Professional Education, Harvard University
- Master's in Urban Planning, University of Washington
- Bachelor of Science in Sociology with minors in Architecture and Economics, University of Oregon

Recent comparable housing action plans

- Twisp & Winthrop Housing Action Plans
- Arlington Old Town Residential District Design Standards
- Poulsbo Housing Action Plan
- Jamestown S'Klallam Tribe Housing Solutions Study
- Colville Housing Action Plan
- Port Angeles Housing Action Plan
- Sequim Housing Action Plan Update 2018
- Whatcom County Housing Element
- Yakima Consolidated Housing Plan
- Sequim Housing Needs Assessment 2009
- Bellingham/Whatcom County Housing Action Plan
- Port Townsend/Jefferson County Housing Action Plan
- University Place RGC Form-Based Code
- Blaine Land Use & Environmental Code
- Duvall Unified Development Regulations
- Des Moines Consolidated Zoning Update
- Gig Harbor Comprehensive Plan/Growth Management Strategy

Recent housing development projects

- Echo Lake Mixed-Use Development
- Lynden Hillclimb Mixed-Use Development
- Fall City Mixed-Use Development Project
- Tweedsmuir (Copper Hill) Mixed-Use Development Project

- Delridge Cooper School Reuse
- Fairview Elementary School Reuse
- Seattle's 12th Avenue Feasibility Study
- Downtown Bellevue Properties Master Planning

Economics - Eric Hovee



Eric has 30 years of experience providing economic and demographic research including economic base, econometric and statistical analyses, market and economic feasibility studies, capital improvement programming and budgeting, economic development policy planning, evaluation of land use and comprehensive plans particularly for the effect on business and development activity.

Eric's expertise includes financial structuring, negotiation assistance, public sector planning projects, regulatory assistance, and public policy analysis of office, retail, residential, industrial, transportation, recreation, and mixed-use projects.

Education

- Courses in Real Estate Development and Finance from National Development Council and National Council for Urban Economic Development
- Post Graduate Courses in Real Estate Finance and Environmental Economics from Portland State University
- Bachelor of Arts in Economics and Urban Studies from University of Pennsylvania - co-winner of Joseph Warner Yardley Award for senior thesis in economics

Notables

- **Former Director of Vancouver Economic Development Department** - responsible for business development strategies and recruitment, public/private project development and agreements, and economic stimulus grants.

Beckwith projects

- Twisp & Winthrop Housing Action Plans
- Poulsbo Housing Action Plan and Commercial Lands Analysis
- Port Angeles Housing Action Plan
- Sequim Housing Action Plan Update
- Bellingham/Whatcom County Housing Action Plan

- Port Townsend Housing Action Plan
- Esther Short Redevelopment Plan

Planning - Ferdouse Oneza AICP



Ferdouse has 20 years of experience providing public and private sector planning, urban design and architecture with special expertise in subarea plans, comprehensive plans, environmental plans, capital facilities plans, policy development, and implementation strategies.

Ferdouse has extensive experience conducting public forums, workshops, charrettes, pop-up exhibits, and to-to-presentations to hard-to-reach groups on planning subjects.

Education

- Master of City Planning, Georgia Institute of Technology, Atlanta
- Master of Architecture, Bangladesh University of Engineering and Technology, Dhaka, Bangladesh
- Bachelor of Architecture, BUET, Dhaka, Bangladesh

Notables

- Former Manager of Kennewick Planning & Community & Economic Development Department

Beckwith projects

- Twisp & Winthrop Housing Action Plans
- Okanogan County Zoning Regulations
- Poulsbo Housing Action Plan
- Colville Housing Action Plan
- University Place RGC Form-Based Code
- Kennewick Bridge-to-Bridge/River-to-Rail Subarea Plan/PA EIS
- Enumclaw Community Visioning
- Spokane South Hill Coalition Strategic Plan,

Architect - Julie Blazek AIA, LEED AP



Julie has 20 years of experience with planning studies, programming, site selection, master planning, public involvement processes, preliminary budgeting, design, construction documents, permitting, bidding, and construction administration of environmental interpretive centers, art museums, children's museums, theaters, civic facilities, educational

institutions, affordable housing, homeless housing, group living facilities, and mixed-use developments.

Julie has developed design guidelines and standards for downtowns, waterfronts, and alleyways, and participated on Downtown Assistance Teams (DAT). Julie has expertise in urban and rural sustainable design.

Registrations

- Registered Architect in Washington
- LEED Accreditation

Education

- Design Firm Leadership & Management Certification from the University of Washington
- Bachelor of Science in Architecture and Urban Planning from the University of Wisconsin-Milwaukee

Affiliations

- Skagitonians to Preserve Farmland
- Migrant Farmworker Housing Authority
- Sustainable Design Community Volunteer

Beckwith projects

- Twisp & Winthrop Housing Action Plans
- Arlington Old Town Residential District Design Standards
- Poulsbo Housing Action Plan
- Colville Housing Action Plan
- Jamestown S'Klallam Tribe Housing Solutions Study
- Port Angeles Housing Action Plan
- LaConner Cultural Arts Center/Artist Live/Work Charrettes

Affordable housing projects

- Housing Hope - Twin Lakes Landing for Homeless Families
- Swinomish Indian Tribal Community Multi-Function Group Home
- Casa Della Buona Forchetta Sustainable Residence

Civil Engineer - Eric Scott PE



Eric's 25 years of experience includes expertise in stormwater engineering for transportation and public improvement projects, including flexible streets designed to accommodate

public gatherings as well as projects incorporating low impact and sustainable initiatives. His work includes developing cost-effective utility and stormwater solutions.

Education

- Bachelor of Science in Civil Engineering from California State University at Chico

Registration

- Professional Civil Engineer in Washington and Oregon

Beckwith projects

- Twisp & Winthrop Housing Action Plans
- Jamestown S'Klallam Tribe Housing Solutions Study
- Southwest Washington Fair (SWWF) Master Plan
- Covington PROS Plan
- Port Orchard PROS Plan

GIS - Jennifer Hackett



Jennifer creates and maintains a centralized repository of spatially linked data on recreation and points of interest in Washington State that highlights culture, history, and science. Jennifer's data is used to create custom printable and interactive maps, data tables, and interactive mapping applications. She is proficient in ArcGIS and Site Spinner Pro website developer.

Education

- Master of Science in Resource Management from Central Washington University, Member Honorary Geographical Society of Gamma Theta Upsilon
- Bachelor's in History with Russian Studies Concentration from Carleton College, Northfield, MN

Beckwith projects

- Twisp & Winthrop Housing Action Plans
- Benton County PROS Plan
- Covington PROS Plan
- Arlington PROS Plan
- Port Orchard PROS Plan
- Yakima River Public Access Plan
- Kittitas County PROS Plan
- Kittitas County Tourism Infrastructure Plan

Our references

Poulsbo Housing Action Plan & Commercial Lands Study - 2021

"The Poulsbo Planning and Economic Development Department retained Tom Beckwith and team to develop a Housing Action Plan - its purpose to identify strategies that can help improve housing supply and affordability. Tom and team brought deep experience with similar document development, robust research skills and data generation. The HAP needs assessment and strategy is critically helpful as Poulsbo develops its land use strategy for the GMA 2024 Comprehensive Plan periodic update.

Through the course of this work, we also identified the need to develop a commercial land market analysis - to complete the bookends of residential and commercial. Tom brought Eric Hovee to the team, who worked with City staff and drafted an analysis of Poulsbo's economic and commercial landscape, market and job forecast and recommendations, in a report that is easy to read and digest."

Nikole Coleman AICP, Senior Planner
City of Poulsbo
360-394-9730, ncoleman@cityofpoulsbo.com

Port Angeles Housing Action Plan - 2020

"The Beckwith Consulting Group conducted multiple workshops and discussions with our staff, advisory committee, and City Council during the course of the evaluations. We found their findings, recommendations, and overall process to be highly professional and significantly enlightening as we consider our housing action requirements and options. They delivered a number of innovative approaches that we had not thought of before, and which will provide us a significantly greater likelihood of being able to implement.

They conducted an on-line survey completed by 663 city residents identifying their opinion on current trends, products and proposals, and their interest in participating in citywide housing solutions that City Council found

useful to determine their final review and approval of the plan."

Allyson Brekke, Director of Community & Economic Development
360-417-4751, abrekke@cityofpa.us

Jamestown S'Klallam Housing Solutions - 2019

"The Jamestown S'Klallam Tribe hired the Beckwith Consulting Group to conduct a one-year Housing Solutions Study to address our housing needs for four target populations. The study determined the demand, need, preferences, products, and action plans for each of the target populations. The study also determined how best to utilize the Tribe's fee simple and tribal trust properties.

The Beckwith Consulting Group recognized the need to conduct a household survey that would broaden our outreach efforts to hear the needs from all Tribal Citizens and employees, and not just from those that could attend the meetings. Also, based on the advice of the Beckwith Consulting Group, we hosted a housing marketplace where we invited three very different developers to discuss their innovative housing products, suitability, quality, and costs.

The Beckwith Consulting Group subsequently created housing and site development concepts, cost, and potential funding sources, for six of the Tribe's properties using the results gathered from the focus groups, the working groups, the household survey, and the housing marketplace.

Our final plan was endorsed by study participants and adopted by our Tribal Council for implementation. We could not have developed such an all-inclusive Housing Solutions Study without the assistance of the Beckwith Consulting Group. We found them to be professional and supportive of our Tribal endeavor and recommend them to anyone considering a similar important undertaking."

Linda Brenner, Social and Community Services Planner, Jamestown S'Klallam Tribe
360-681-4613, lbrenner@jamestowntribe.org



Selah City Council Regular Meeting *AGENDA ITEM SUMMARY*

Meeting Date: 4/9/2024

Agenda Number: 13D

Action Item

Item: Decision on “Appeal” of Code Enforcement Decision

From: Rob Case, City Attorney

Staff Recommendation: Approve the Resolution in the form presented

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: During the regularly-scheduled meeting on March 12, 2024, the City Council commenced an “appeal” hearing in regards to a written decision issued by the Code Enforcement Officer on October 19, 2023. Then, during the regularly-scheduled meeting on March 26, 2024, the City Council resumed such hearing and at its conclusion the then-present-and-voting members orally voted 5-0 (with Councilmember Wickenhagen absent and Councilmember Longmire abstaining due to a personal conflict of interest) to affirm the decision without modification.

Pursuant to Section 111.5 of the 2018 Edition of the International Property Maintenance Code (IPC) – which has been adopted as an operative part of Selah Municipal Code (SMC) Chapter 6.75 – a written decision needs to be issued within 30 days of the conclusion of the appeal hearing.

Appended hereto is a proposed Resolution which – if adopted – will constitute the written decision. It recites, simply, that the appeal is denied and that the underlying decision is affirmed without modification – based on the factual and legal reasons presented in the Staff Report dated February 21, 2024.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
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RESOLUTION NO. 3111

RESOLUTION CONSTITUTING THE WRITTEN DECISION ON “APPEAL” OF
A CODE ENFORCEMENT DECISION

WHEREAS, on or about October 27, 2023, an “appeal” was filed by William Longmire in order to challenge a previously-issued decision by the Code Enforcement Officer, which decision was issued on or about October 19, 2023, and which pertained to a code complaint that itself had been filed on or about September 15, 2023; and

WHEREAS, during the regularly-scheduled meeting on March 12, 2024, the City Council commenced an “appeal” hearing in regards to such matter, and then, during the regularly-scheduled meeting on March 26, 2024, the City Council resumed and completed such hearing; and


WHEREAS, at conclusion of the hearing, the then-present-and-voting members of the City Council orally voted 5-0 (with Councilmember Wickenhagen absent and Councilmember Longmire abstaining due to a personal conflict of interest) to deny the appeal and to affirm the decision without modification; and

WHEREAS, Section 111.5 of the 2018 Edition of the International Property Maintenance Code (IPC) – which has been adopted as an operative part of Selah Municipal Code (SMC) Chapter 6.75, which is the SMC Chapter under which the original code complaint had been filed – requires that a written decision be issued within 30 days of the conclusion of the appeal hearing; and

WHEREAS, the instant Resolution constitutes such written decision, consistent with the City Council prior oral vote;

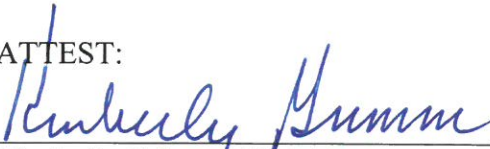
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, (1) that the appeal is denied and the underlying decision is affirmed without modification, based on the factual and legal reasons presented in the Staff Report dated February 21, 2024; and (2) that City staff is directed to issue a copy of this Resolution to the appellant.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of April, 2024.



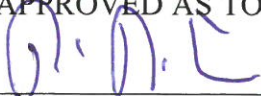
Roger Bell, Mayor

ATTEST:



Kimberly Grimm, Clerk Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/9/2024

Agenda Number: 13E

Action Item

Item: Resolution Approving New Collective Bargaining Agreement with Police Sergeants and Officers for 2024-2026

From: Rob Case, City Attorney

Staff Recommendation: Approve the Resolution in the form presented

Board/Commission Recommendation: N/A

Fiscal Impacts: Multiple and various fiscal impacts, not all of which can be easily summarized. Among other things, the fiscal impacts include the following:

(1) [per Appendix A] annual raises of 5.5% during 2024 (which will be retroactive to January 1, 2024), 5.0% during 2025, and 4.5% during 2026 (and, relatedly, the City's employer-side federal tax payments will correspondingly increase);

(2) [per Article 25] increased educational incentive pay levels of 2.0% of base pay for AA degrees, 4.0% of base pay for BA or BS degrees, and 6.0% of base pay for MA, MS or higher degrees (in comparison to \$25.00 per month for AA degrees, \$50.00 per month for BA or BS degrees, and \$75.00 per month for MA, MS or higher degrees as the applicable levels under the prior CBA; and the standards for a degree to qualify were also different);

(3) [also per Article 25] increased longevity incentive pay levels of 3.0% of base pay after 61 months of service, 5.0% of base pay after 121 months of service, 6.0% of base pay after 181 months of service, and 8.0% of base pay after 241 months of service (in comparison to 2.0% after 61 months of service, 5.0% after 121 months of service, and 7.0% after 214 months of service as the applicable levels under the prior CBA);

(4) [per Article 24] adjusted uniform and equipment allotments and financial allowance, including \$225.00 annually for footwear (in comparison to \$150.00 annual under the prior CBA);

(5) [per Article 16] higher premium payments by the City for employee coverage under a medical plan, dental plan and vision plan (the same plans from the prior CBA will continue to be used, but the premiums have increased due to the passage of time);

(6) [per Article 16] new enrollment in the Retiree Welfare Trust Plan (RWT – XL Plus) with the City paying applicable premiums of \$175.00 per month per union member (whereas the prior CBA did not include enrollment in such plan);

(7) [per Article 12] the addition of Juneteenth as a paid holiday; and

(8) [also per Article 12] adjusted and increased vacation accrual rates of 8 hours per month through 60 months of service, 11 hours per month at 61 months of service, 13 hours per month at 121 months of service, 15 hours per month at 181 months of service, and 17 hours per month at 241 months of service (in comparison to rates of 6.67 hours per month through 84 months of service, 10 hours per month at 85 months of service, 12 hours per month at 121 months of service, and 13.33 hours per month at 181 months of service as the applicable rates – which were recited in terms of days, rather than hours – under the prior CBA).

Funding Sources: General Fund 001.

Background/Findings/Facts: The existing Collective Bargaining Agreement – labeled “Police Department Agreement” and also including multiple Memorandum[s] of Understanding – between the City and the union-member employees of Selah Police Department expired at the conclusion of 2023. A copy of the now-expired Agreement is appended to this AIS, for comparison sake to the replacement Collective Bargaining Agreement that is the subject of this AIS.

Despite expiring, the now-expired Agreement has continued to govern the parties’ relationship during early 2024 as negotiations progressed on drafting and implementing a replacement Agreement.

A replacement Agreement – labeled “Collective Bargaining Agreement” – has been drafted following extensive negotiations between City management and the business agent of Teamsters Local Union No. 760. It is the subject of the instant AIS and a copy is appended hereto.

The replacement Agreement – including its Appendix A – measures 29 pages in length. The text changes – both in terms of substance and in terms of organization – are too extensive to enable a “redline” version that depicts each of the changes.

The most-notable fiscal impacts are summarized above in this AIS. As to wages, the replacement Agreement specifies, among other things, that the covered union-member employees will “receive retroactive pay for any hours worked or taken as paid leave from January 1, 2024, through the date that th[e] Agreement becomes effective”.

The replacement Agreement has been approved and signed by Richard A. Salinas, as the Secretary-Treasurer of Teamsters Local Union No. 760. City management is hereby requesting the City Council’s corresponding approval of the replacement Agreement. More fully, City Management seeks – via the attached proposed Resolution – the City Council’s and grant of authority for the Mayor and City Manager to sign and enter into, on behalf of the City, (1) the 33-page replacement Collective Bargaining Agreement with the union employees of the Public Works Department; and (2) any related or necessary additional documents, such as Trust subscription forms and/or Pension certification forms, to effectuate entry into and fulfillment of such replacement Collective Bargaining Agreement. Copies of some of the “additional documents” are also appended to this AIS.

The office clerks and limited-commission officer(s) of the Selah Police Department were previously included within the same union group as the police sergeants and full-commission officers, but the office clerks and limited commissioned officer(s) have since been separated out into a distinct union group. As such, they will not be covered by the replacement Agreement that

is the subject of the instant Resolution, and, instead they will be covered by a separate new Collective Bargaining Agreement that will be addressed by a separate AIS.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
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RESOLUTION NO. 3112

RESOLUTION APPROVING NEW COLLECTIVE BARGAINING AGREEMENT
WITH POLICE SERGEANTS AND OFFICERS FOR 2024-2026

WHEREAS, the existing Collective Bargaining Agreement – labeled “Police Department Agreement” and also including multiple Memorandum[s] of Understanding – between the City and the union-member employees of the Selah Police Department expired at the conclusion of 2023 but has continued to govern the parties’ relationship during early 2024 as negotiations progressed on drafting and implementing a replacement agreement; and

WHEREAS, a replacement agreement – labeled “Collective Bargaining Agreement” – has been drafted following extensive negotiations between City management and the business agent of Teamsters Local Union No. 760; and

WHEREAS, the replacement Collective Bargaining Agreement – including its Appendix A – measures 29 pages in length; and

WHEREAS, the replacement Collective Bargaining Agreement specifies, among other things, that the covered union-member employees will “receive retroactive pay for any hours worked or taken as paid leave from January 1, 2024, through the date that th[e] Agreement becomes effective”; and

WHEREAS, the office clerks and limited-commission officer(s) of the Selah Police Department were previously included within the same union group as the police sergeants and full-commission officers, but the office clerks and limited commissioned officer(s) have since been separated out into a distinct union group, and, as such, they will not be covered by the replacement Collective Bargaining Agreement that is the subject of the instant Resolution and instead they will be covered by a separate new Collective Bargaining Agreement that will be addressed by a separate Resolution; and


WHEREAS, the replacement Collective Bargaining Agreement that is the subject of the instant Resolution has been approved and signed by Richard A. Salinas, as the Secretary-Treasurer of Teamsters Local Union No. 760; and

WHEREAS, the City Council finds that good cause exists for approving the replacement Collective Bargaining Agreement that is the subject of the instant Resolution;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor and City Administrator be and are authorized to sign and enter into, on behalf of the City, (1) the 29-page replacement Collective Bargaining Agreement with the police sergeants and officers in the form appended hereto, and (2) any related or necessary additional documents, such as Trust subscription forms and/or Pension certification forms, to effectuate entry into and fulfillment of such replacement Collective Bargaining Agreement.

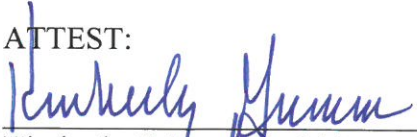
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PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, this 9th day of April, 2024.



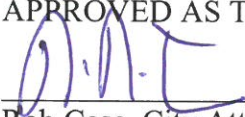
Roger Bell, Mayor

ATTEST:



Kimberly Grimm, Clerk Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney

POLICE DEPARTMENT AGREEMENT

By and Between

ORIGINAL

CITY OF SELAH, WASHINGTON

And

TEAMSTERS LOCAL UNION NO. 760

JANUARY 1, 2019 THROUGH DECEMBER 31, 2023

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 This Agreement is made and entered into by and between the CITY OF SELAH, WASHINGTON, a Municipal Corporation, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION NO. 760, the certified collective bargaining representative, hereinafter referred to as the "Union," for the purpose of fixing the wages, hours and working conditions affecting the employees.

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full time, regular part time and temporary employees in the City's Police Department with the exception of the Deputy Chief and the Chief of Police.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

3.1 Employees of the Employer covered by this Agreement may, following the beginning of such employment join the Union.

3.1.1 The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure

3.1.2 The Union and the employee may enter into an agreement to provide for a division of the costs incurred, should the employee request the Union's assistance in pursuing a grievance on the employee's behalf. If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on his behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.

3.2 When the Employer hires a new employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, address, and classification of the employee hired. The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees appointed into bargaining unit positions membership materials supplied by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit. Per statute, Union representatives shall be given thirty minutes paid time with each new employee to discuss union membership.

3.3 Dues Cancellation

An employee may cancel payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice.

3.4 When provided a "voluntary check-off" authorization in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay, the Union's applicable dues, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing

names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless against all suits, orders or judgments brought or issued which may arise from the Employer making a good faith effort to administer this section.

ARTICLE 4 - RIGHTS OF PARTIES

4.1 Except as limited by the provisions of this Agreement, the Employer shall retain all rights, powers, functions, and authority vested in management by law, custom, practice and tradition, to manage and direct City in all of its various aspects, and to manage and direct its employees, including but not limited to the following: to operate and manage all manpower, facilities, and equipment; to establish programs and objectives; to establish and modify the organizational structure; to determine the utilization of technology; to select, direct, discipline, and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this Agreement. Whatever rights the Employer has retained pursuant to applicable law, rule, or regulation, shall not be exercised in a manner which conflicts with the provisions of this Agreement.

4.2 Union: The Union does not waive any right the Union has under applicable State Laws including but not limited to the right to require the City to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.

4.3 Employee Rights: All employees shall be entitled to and afforded the rights common to any citizen, regardless of occupational position. These rights shall include but are not limited to: The employee shall be granted the opportunity to contact and consult with an attorney of his own choosing, or a representative of the Union, before and/or during any investigative interview. The employee shall not be subjected to any offensive language or public humiliation, nor shall the employee subject the Employer to any offensive language or public humiliation.

No employee shall be required to unwillingly submit to a polygraph test or to unwillingly answer questions for which the employee might otherwise properly invoke the protections of any Constitutional Amendment against self-incrimination.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

5.1 Regular Part-Time Employee: A Regular Part Time employee is one who is authorized by the City Council, has served his probationary period, who may work less than forty (40) hours per week, and will be paid not less than the wage rate as set forth in this contract for the type of work performed. A regular part time employee working eighty (80) hours per month or more, is entitled to accrue all benefits and conditions as set forth in this Agreement, upon a pro-rata basis.

5.2 Regular Full-time Employees: A Regular Full Time employee is one who has been approved by the Civil Service Commission, has served his probationary period, is employed on a full time basis of forty (40) hours per week, is paid the wage rate for the type of work performed based upon his years of service, and who accrues the full benefits and conditions of this Agreement.

5.3 Probationary Employee: A probationary employee shall be defined as any new hire who has not completed two thousand eighty (2080) straight time compensable hours of service with the Employer since their satisfactory graduation from the Basic Law Enforcement Academy (BLEA).

5.4 Confidential Employee: A regular employee who is performing bargaining unit work and is engaged in, but not limited to, work that may need to be held confidential from other bargaining unit employees. A confidential employee will be under the direct authority of the Mayor or Mayor's designee.

5.4.1 The Union and Confidential employees represented herein recognize that inclusion of the Confidential employees in the same Teamster Local as the Non-Confidential employees shall not inhibit, restrain, or in any way adversely affect the performance of the duties of the confidentials including, but not limited to, the duty of working closely with management of the City, the duty of recommending discipline of other members of the same union, and the duty of not disclosing information which is confidential management information.

5.5 Temporary labor may be used but may not be used to indefinitely fill positions currently held by regular employees. At no time shall a bargaining unit member suffer a reduction in hours to less than forty (40) when temporary labor is used. The temporary labor shall only be used in the dispatch/clerical position and shall be paid according to the pay scale in appendix B based on experience. Temporary labor may pay union dues but not the initiation fee until they become a regular employee.

ARTICLE 6 - SENIORITY

6.1 No employee shall acquire seniority until he has become a regular full-time or regular part-time employee under this Agreement. Said regular employee is one who has successfully completed his probationary period and has been recommended by the Chief of Police and been approved by the Selah Civil Service Commission.

6.2 The lists of employees arranged in order of departmental seniority with the Employer shall be given to the Union on or before March 1st of each year upon request by the Union. Should more than one employee have the same hire date, the individuals involved will determine seniority by use of their civil service examination ranking. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement.

6.3 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:

6.3.1 voluntarily leaves the service of the Employer

6.3.2 is discharged for just cause

6.3.3 is laid off for a period in excess of eighteen (18) consecutive calendar months.

6.4 Seniority with the Employer shall prevail in case of layoff and recall. The last employee hired shall be the first (1st) employee laid off and the last employee laid off shall be the first (1st) employee rehired. If there is any question of any senior employee being capable to perform the work available in the case of layoff and recall, the Union may require the Employer to show just cause for not recalling or laying off such senior employee.

6.5 The employee who is most qualified for an available promotion or open position by virtue of training, experience, performance, ability and testing shall fill the available position. When qualifications are substantially equal between applicants for said position, the employee with the highest seniority standing will fill said position.

6.6 Trial Service: An employee who is promoted to a higher rank or position within the bargaining unit shall serve a trial period not to exceed one hundred eighty (180) calendar days from the date of such promotion or transfer. Within this trial period, if the promoted or transferred employee declines the job or the Employer deems the employee to be unsuited for the job, the employee shall revert to his former position without prejudice. Any employee promoted to a position outside the bargaining unit, shall have a seniority date computed on the basis of time previously served and positions included in the bargaining unit.

ARTICLE 7 - DEFINED LEAVES

7.1 Sick Leave: Employees shall accrue one (1) day sick leave for each month of employment and may accumulate without limit but cannot be taken as annual leave nor compensated for in money or other means at any time unless specified herein.

7.1.1 Less than full-time eligible employees shall accumulate sick leave on a pro-rata basis not to exceed twelve (12) working days per year, based upon the employee's assigned hours.

7.1.2 A deduction of one (1) working day of sick leave credit shall be made for each full day's absence due to the following reasons: Personal illness, injury, or quarantine of an employee by a qualified physician. The rate of sick leave pay shall be the same per day as that paid the employee per working day.

7.1.3 Sick Leave Incentive Program: Effective January 1, 2000 employees will start accruing sick leave and upon retirement (which shall be defined as immediately receiving PERS or LEOFF payments) may exercise an option to convert unused sick leave accumulated at a rate equal to one (1) full days monetary compensation of the employee for each four (4) full days accrued leave to a maximum of 180 days converted to a maximum of 45 days pay. Such pay may be placed into the employees VEBA account (see section 17.4) or similar fund as provided by the City under applicable tax rules.

7.2 If unable to report to work because of illness or injury, the employee shall report his reason for absence to his immediate supervisor prior to his scheduled work shift, unless the exigency of the circumstances dictates otherwise. If the employee is absent from work three (3) days or more, a doctor's certificate may be required upon his return to work.

7.3 Any employee found to have abused the provisions of a defined leave privilege by falsification or misrepresentation may be subject to disciplinary action.

7.4 Workmen's Compensation: Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the Employer. Upon receipt of this benefit by the Employer, the employee shall be credited with sick leave on a pro-rated basis of the State Industrial benefit to the original amount of sick leave taken.

7.5 Bereavement Leave: An employee shall be allowed up to ten (10) working days of absence with full pay when arranging for and/or attending the funeral of a member of his immediate family. Immediate family shall be defined as a spouse, child, parent, brother, sister, grandparent or grandchild of

the employee or of his spouse, or a more distant relative if living in the same household. Two additional days off may be granted by the Chief of Police in cases where the employee needs to travel out of town or where special circumstances warrant. All bereavement days shall be deducted from the employee's sick leave bank.

7.6 Any employee using sick leave for 3 or more consecutive regularly scheduled work days or who knows they will need accommodation for intermittent scheduling due to qualifying medical reasons shall report such need to their Department Head. The Human Resource Manager should be notified by the Department Head. This leave shall be provided in accordance with Washington's Family Care Act (FCA), Washington's Family Leave Act, and the Federal Family Medical Leave Act.

7.7 Employees may use sick leave when caring for dependent children under the age of 18 where the employee's presence is necessary due to an illness.

7.8 Military Leave: A regular employee who is an active member of any organized reserve of Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his employment for a period not exceeding twenty-one (21) calendar days during each calendar year. Such leave shall be granted in order that the employee may take part in active training duty in such manner and at such time as he may be ordered to active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive his normal pay.

7.9 Leaves of Absence: A leave of absence is an approved absence, including medical leave of absence, from employment without pay and without loss of seniority. The Employer may grant a leave of absence for a period of up to twelve (12) calendar months. This period may be extended by mutual agreement between the Employer and the Union. Such leaves shall be in writing with a copy to the Union. Requests for leave renewal will be granted at the discretion of the Employer. The request must be in writing and must be submitted sixty (60) calendar days prior to effective date.

ARTICLE 8 - COMPENSATION FOR WITNESS OR JURY DUTY

8.1 When a regular employee covered by this Agreement is summoned for Jury Duty or is subpoenaed as a witness in any matter during or arising out of his employment, in any municipal, county, state or federal court, he shall advise the Employer upon receipt of such call or subpoena, and if taken from his work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service; providing he remits to the Employer his properly endorsed checks. Transportation allowance paid by the court shall not be included to compute the amount received for such service. Should an employee report for such service and be excused for the balance of that day, he shall report as soon as possible to his Employer for the purpose of working the balance of his special (jury duty or subpoenaed witness) shift. This special shift shall be consistent with the court appointed time.

ARTICLE 9 - HOURS OF WORK - OVERTIME

9.1 5/8's: Eight (8) consecutive hours, inclusive of meal and rest periods totaling one (1) hour, shall constitute a work day. Five (5) consecutive days, Monday through Sunday, shall constitute a work week or 4/10's: Ten (10) consecutive hours, inclusive of meal and rest periods totaling one and one quarter (1

¼) hours, shall constitute a work day. Four (4) consecutive days, Monday through Sunday shall constitute a work week. The Police Clerk position shall be scheduled for an eight (8) hour shift with a one-hour, unpaid lunch break. With approval of the Police Chief, the Police Clerk may remain on site and work during their lunch period for a total of eight (8) hours worked, inclusive of lunch. In the case of ten hour and forty (10.40) shifts for Patrol officers, the employer may alter the work week in accordance with section 7(k) of the FLSA for commissioned personnel of the Police Department. Hours worked in excess of ten hours and forty minutes (10.40) in a day or one hundred sixty (160) hours in a twenty-eight-day work period, shall be compensated at one- and one-half times the employee's regular straight time hourly rate. The twenty-eight-day work period shall consist of fifteen (15) scheduled work days of ten hours and forty minutes (10.40) per day.

Individuals working this schedule shall be on a monthly salary, below shows how the salary is calculated.

Example:

A First-Class officer makes \$26.99 an hour times 2080 hour a year = \$56,136.00 divided by 12 months = \$4,678.00 per month. This would be the straight time monthly salary without overtime.

9.1.1 In the event of a shift change and/or rotation, the Employer shall provide a minimum of forty-eight (48) hours off, call-backs excluded as regular days off.

9.1.2 Exceptions: Emergencies beyond the Employer's control, or when the employee quits, fails to report for work, or is granted time off in writing by the Employer.

9.2 Each work shift shall include a thirty (30) minute meal period as near to the middle of the shift as possible and one (1) fifteen (15) minute rest period each one-half (1/2) shift to be taken at the employee's discretion, but not sooner than one (1) hour from the start of the employee's assigned shift. Employees may be required to respond to emergency situations during meal and rest periods. A meal period missed at the direction of the Employer, which is not the result of an emergency situation beyond the Employer's control, shall be paid as overtime.

9.3 The shift schedule shall be determined by the Employer. The Employer shall give at least seven (7) calendar days notice prior to changing the employee's assigned shift. Said notice shall be posted on the department bulletin board showing the employee's shift, work days, and hours.

9.4 When presented with an emergency beyond his control, the Employer may alter the assigned work hours by giving prompt notification to the effected employees. The Employer shall not reschedule assigned work shifts for purposes of avoiding payment of overtime.

9.5 Employees may exchange shifts when unforeseen circumstances arise provided they first request and receive approval in writing from their immediate supervisor. Such exchange in shifts shall not, by itself, constitute a basis for entitlement to overtime compensation.

9.6 Overtime: All work performed in excess of the work day and/or work week as provided in Section 9.1 above, shall be compensated for at one and one-half (1-1/2) times the employee's regular straight time hourly rate. Exception: The employee may, at his option, take equivalent time off on the basis of one and one-half (1-1/2) hour of compensatory time off for each one (1) hour of overtime worked. Compensatory time may accrue to a limit of eighty (80) hours, with any time in excess of eighty

(80) hours paid at the applicable rate. Compensatory time will only be cashed out in the first pay period of the following months: March, June, September; and all remaining hours mandatorily cashed out the first pay period of December. Employees wishing to use compensatory time off will provide a seven (7) day notice, unless an emergency exists, in which case the Chief or designee may waive the seven (7) day notice.

9.6.1 All overtime shall be paid for in increments of one-quarter (1/4) hour with the major portion of one-quarter (1/4) hour being paid as one-quarter (1/4) hour.

9.6.2 There shall be no compounding of overtime.

9.7 Callback: An employee who is required to return to duty, or has been subpoenaed to testify in court relating to his assigned duties, after having completed his regular shift, and having been effectively released from duty, shall be paid, unless specified below, a minimum of two (2) hours at one and one-half (1-1/2) times his straight-time hourly rate of pay.

9.7.1 An employee who is required to return to work less than two (2) hours prior to the beginning of a regularly assigned shift shall receive one and one-half (1-1/2) times his regular straight-time hourly rate of pay for such actual time as occurs prior to his regular shift.

9.7.2 Callback Between Shifts: Employees shall be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours worked during said callback.

9.7.3 Callback on Regularly Scheduled Days Off: Employees shall be guaranteed a minimum of four (4) hours pay at one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours worked during said callback.

9.7.4 Callback During Vacation: Employees shall be guaranteed a minimum of six (6) hours pay at one and one-half (1-1/2) times their regular straight-time hourly rate of pay. Vacation period for callback purposes shall be defined as the period between the last hour of work of the shift prior to commencement of the employee's vacation, until the first (1st) hour of work of the employee's next shift following the vacation.

ARTICLE 10 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

10.1 See attached Appendix A - Civil Service Certified Personnel

10.2 See attached Appendix B - Other Employees

(The above-mentioned Appendices are attached hereto and incorporated by this reference.

ARTICLE 11 - PAY ARRANGEMENTS

11.1 All employees shall be paid all monies earned by the end of their regular shift, no later than the last working day prior to the first (1st) and sixteenth (16th) of each month for preceding semi-monthly payroll period. There shall be no deductions other than required by law or authorized in writing by the Employee.

11.2 Each employee shall be entitled to an itemized statement of earnings and deductions, specifying his wage rate, hours paid, and other compensation payable to him as well as any and all deductions from his gross wages for the pay period.

11.3 Upon quitting or discharge, the Employer shall pay all monies due the employee no later than the pay period following such quitting or discharge.

11.4 The Employer agrees to implement a deferred compensation program which shall be available to members of the bargaining unit. The designated are I.C.M.A. and the Washington Department of Retirement System deferred compensation program. Should this plan terminate, or for any other reason become unavailable to members of the bargaining unit, a replacement shall be negotiated.

ARTICLE 12 - ANNUAL LEAVE

12.1 All regular employees shall accrue and be granted the following vacation and/or holiday accumulation, hereinafter referred to as annual leave, according to the following schedule:

Continuous Service	Vacation Days	Holiday Days
0 thru 84 months	10	11
85 thru 120 months	15	11
121 thru 180 months	18	11
181+ months	20	11

12.1.1 Regular part-time eligible employee's annual leave pay shall be on a pro-rata basis, based upon the employee's compensated hours in the previous month.

12.1.2 Prior to the completion of the Field Training Officer Program, annual leave may not be taken unless prior approval, in writing, is granted by Chief.

12.1.3 The following holidays are recognized as being those for which annual leave is granted:

New Year's Day	Veterans Day
M. L. King Birthday	Thanksgiving Day
Presidents' Day	Day following Thanksgiving
Memorial Day	Christmas Day
Independence Day	Floating Holiday (1)
Labor Day	

12.1.4 Employees earn a full day of annual leave for their first (1st) month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and work continuously through the rest of the month. Terminating employees do not receive annual leave credit for the month in which they terminate unless they actually work continuously through the fifteenth (15th) of the month in which they terminate.

12.2 Given the nature of work performed by the Police Department, most employees in the Bargaining Unit cannot be permitted to take holidays on the day they fall. As a result, each such regular, full-time employee shall be credited with eighty-eight (88) hours, eleven (11) days of holiday time with pay effective January 1st annually. Said time must normally be taken during the calendar year or the leave time will lapse December 31st.

12.3 Though holiday time is credited in total at the beginning of the calendar year, it shall be earned at the rate of 7.33 hours per month. Employees entering or leaving City service during the calendar year will have their holiday time pro-rated accordingly. Those leaving City employment for any reason shall have the appropriate payment or deduction reflected in their final paycheck.

12.4 No employee shall receive payment for more than two-hundred and forty (240) hours of combined vacation and holiday leave at the time of termination or retirement. However, no employee shall lose accumulated leave time because his request for leave has been denied, unless reasonable opportunities for leave have been refused by the employee.

12.5 Annual leave is accrued at the previously stated rates in Section 12.1. However, only up to 240 hours of accrued annual leave will roll over from year to year. Should an employee be denied usage of annual leave (being denied in November and December does not apply) any requested leave, in excess of 240 hours, will be paid to the employee as of the last pay period in December of the given year.

12.6 The Employer will commence vacation scheduling during the month of December in the order of the employees' seniority. It is the employee's responsibility to schedule his or her vacation. Eligible employees must take at least one (1) block of five (5) consecutive days off per calendar year. Any vacation/annual leave usage scheduled during the remainder of the year and requested over twenty (20) calendar days in advance of the days off, shall be scheduled in the order of their request without regard to seniority and provided the Employer can maintain minimum staffing requirements. The Chief or his designee may waive the twenty (20) day advance notice provided the Employer can maintain sufficient staffing requirements. Such waiver will be considered on a case by case basis and will not establish precedent.

12.6.1 The vacation/annual leave schedule is a firm schedule and can only be changed by request of the employee and approval of the request by the Chief of Police, or by an emergency that might arise that would cause a vacation to be re-scheduled. In either case, the changes must be approved in writing by the City Administrator.

12.6.2 All requests for annual leave usage are subject to approval by the Chief of Police or his designee, but if a request is denied, the reasons for such denial shall be promptly communicated.

12.7 Any employee who by virtue of a defined leave is unable to utilize his scheduled annual leave shall not suffer a reduction in annual leave accrual, unless otherwise mutually agreed to by the parties.

ARTICLE 13 - PARTIES RESPONSIBILITIES

13.1 The parties recognize that security and continuity of employment can result only when a spirit of harmony, cooperation and reasonable and fair compromise exists and to the accomplishment of that end, each party pledges itself to an honest observance of the terms of this Agreement and to the exercise of patience and understanding. All employees shall represent themselves and the Employer to the public in a manner which shall be courteous, efficient, and helpful.

13.2 The parties recognize the need to promote the efficiency of law enforcement; to maintain and increase individual productivity and quality of public service; to prevent interruptions of work and the interference with the efficient operation of the City; promote harmonious relations and establish

procedures for the orderly resolution of disputes and grievances; and serve the safety, health and welfare of the community.

**ARTICLE 14 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE-
OASI**

14.1 The Employer shall pay into the appropriate employees' retirement program, Industrial Insurance, and OASI, as required, at the prescribed rate, by law.

14.2 The bargaining unit member's pre-tax wages shall be reduced each month by the amounts paid on account of each member pursuant to sections 14.4 and 14.5. The parties agree that the contributions into the Western Conference of Teamsters Pension Trust shall be made on behalf of all Regular Part-Time Employees, Regular Full-Time Employees, Probationary Employees and Temporary Labor (who receive compensation) at the designated amounts as stipulated in Article 14.4 and 14.5 of the Collective Bargaining Agreement.

14.3 In lieu of an identical amount of pre-tax wages of each bargaining unit member, the employer shall pay each month into the Western Conference of Teamsters Pension Trust the below referenced amount on account of each bargaining unit member for each hour for which compensation is paid to him/her, but not to exceed one hundred and ninety (190) straight time hours for each month, with a maximum of two thousand eighty (2080) straight time hours per year. A compensable hour is to be considered all hours with the exception of overtime hours.

14.4 Effective January 1, 2010 One Dollar and Twenty Cents (\$1.20) per compensable hour for employees in Appendix A. Effective February 1, 2010 One Dollar and Sixty Cents (\$1.60) per compensable hour for employees in Appendix A – Line Patrol Officers.

14.5 Effective January 1, 2010 One Dollar and Twenty Cents (\$1.20) per compensable hour for employees in Appendix B.

ARTICLE 15 - LIABILITY INSURANCE

15.1 Liability Insurance - The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof, in order to reasonably protect and indemnify employees from liability to third (3rd) parties resulting from employees negligently performing duties within the scope of employment.

ARTICLE 16 - HEALTH CARE BENEFIT PROGRAMS

16.1 The Employer shall pay each month into the following employee health care benefit plans, on behalf of each member of the bargaining unit who was compensated for eighty (80) hours or more in the preceding month.

16.1.1 Medical Plan: Effective January 1, 2019 based on December 2018 hours, the Employer agrees to pay monthly contributions for medical insurance with 9-month disability waiver (\$11.40), dental and vision benefit Plans.

16.1.2 Medical Plan: Effective (Possibly January, if approved by Trust) February 1, 2019 based on December 2018 hours, Washington Teamsters Welfare Trust Medical Plan Z, (2019 contribution rate to be determined by November 2018. 2018 rate is \$1065.27).

16.1.2.1 Disability Waiver Plan: Effective January 1, 2019, Washington Teamsters Welfare Trust 9 Month Disability Waiver Plan, (2019 contribution rate to be determined by November 2018. 2018 rate is \$11.40).

16.1.3 Dental Plan: Effective January 1, 2019, Washington Teamsters Welfare Trust Dental Plan A, (2019 contribution rate to be determined by November 2018. 2018 rate is \$130.50).

16.1.4 Vision Plan: Effective January 1, 2019, Washington Teamsters Welfare Trust Vision Plan, (2019 contribution rate to be determined by November 2018. 2018 rate is \$14.90).

16.2 The Union agrees during the life of this Agreement that it will not request any additional benefits for any of the above-listed employee benefit plans, and the Employer agrees that during the life of this Agreement, they will pay any increase in contribution rates as required by the Trustees of the employee benefit trusts to maintain these benefits.

16.3 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

ARTICLE 17 - LIFE - AD&D PLAN - SECTION 125 PLAN - VEBA III PLAN

17.1 Effective January 1, 1985, the Employer shall pay on account of each member of the bargaining unit the sum of two cents (\$.02) per hour for each hour for which compensation is paid to him, into Group Policy No. 16696-LTD, to provide Life-AD&D Insurance coverage for an eligible employee.

17.2 Effective January 1, 1991, the employer agrees to deduct the full monthly cost for each employee currently covered under the LEOFF II retirement program for Limited Term Disability coverage provided by the Washington State Council of LEOFF II Personnel Insurance Trust (underwritten by Standard Insurance Company) as a supplementary disability insurance. All monies deducted will be promptly remitted to the carrier as needed to provide coverage.

17.3 Effective January 1, 1995, the Employer agrees to provide a Section 125 Plan to employees to pay medical expenses and child care expenses from pre-tax dollars.

17.4 The Employer has established a Supplemental Medical account on behalf of each member of the bargaining unit. The benefit account shall be administered by the VEBA Trust for Public Service Employees in the State of Washington. The contribution to the VEBA Trust benefit accounts on behalf of each employee shall be calculated as follows: Beginning January 1997 and continuing through the life of this agreement a contribution amount equal to 1.5% of each employee's current salary.

17.5 The City will provide a \$750 VEBA contribution to each employee, first paycheck in January annually.

17.6 The Employer will pay for and maintain a group term life insurance policy for active duty officers of no less than \$100,000 for each officer. This policy is not portable and terminates

immediately when an employee is no longer working for the City of Selah

17.7 Employee Assistance Program (EAP): The Employer will establish an employee assistance program whereby any employee may self-nominate to attend confidential counseling sessions for themselves or any of their dependents. Additionally, the City commits to paying the related fees associated with the aforementioned sessions, up to three per year, per individual, per unrelated issue.

ARTICLE 18 - REMITTANCE FOR EMPLOYEE BENEFIT PLANS

18.1 The total amount due for each calendar month for each of the employees benefit plans as set forth in Articles 16 and 17, shall be remitted in a lump sum not later than ten (10) business days after the last business day of such preceding month.

ARTICLE 19 - FRINGE BENEFIT BOOKLETS & SELF-PREMIUM PAYMENTS

19.1 Each employee has been provided a copy of this Labor Agreement and current copies of the various fringe benefit booklets named in Articles 16 and 17. It is the responsibility of the employee to read these fringe benefit booklets in order to familiarize himself with the various plans and determine when he will become eligible for each benefit. If an employee misplaces any of the plant booklets, he should contact the Local Union office for a replacement copy.

19.2 Certain fringe benefit plans permit self-premium payments for a given number of months, in the event the employee is not compensated the required number of hours for the Employer to pay the premium coverage. It is the employee's responsibility to immediately contact the Local, Union office to determine which of the benefits allow self-payments to continue the coverage for himself and family.

ARTICLE 20 - TRUST FUND DELINQUENCIES

20.1 In the event the Employer is delinquent in the payment of any contribution required by Articles 16 and 17, employees or the Union shall have the right (notwithstanding any other provision of this Agreement) to take any legal or economic action they deem fit against the Employer to collect such delinquent amounts. In the event legal action is required to collect the Employer's contributions, then the Employer shall be liable for all costs and expenses of litigation, including reasonable attorney fees.

20.2 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

ARTICLE 21 - ACCEPTANCE OF TRUSTS

21.1 The Employer hereby acknowledges that it has received true copies of the Northwest Teamsters Dental Trust, and the Washington Teamsters Welfare Trust, Negotiated Life Insurance Plan, and shall be considered a party thereto. The Employer further agrees that the Employer-Trustees named in said trusts, and their successors in trust are and shall be its representatives and consents to be bound by the actions and determinations of the trustees.

ARTICLE 22 - DISCIPLINE-DISCHARGE-SUSPENSION-WRITTEN WARNING NOTICE

22.1 If the Chief of Police or his designee believes there is just cause to discipline any employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the

public. Further, said discipline shall not violate the employee's rights as contained in this Agreement. Any employee, who is the subject of an investigation which may lead to disciplinary action, shall be informed of the nature of the charge and offered an opportunity to have a representative present during questioning. The parties understand that the Employer is obligated to notify the employee of an investigation at the time of questioning.

22.2 The parties to this Agreement recognize the principal of progressive discipline. The Employer may discharge or suspend an employee for just cause but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee and copy to the Union of the complaint against him concerning his work or conduct within fourteen (14) calendar days of the date of such violation, or fourteen (14) calendar days from the date such violation became known to the Employer. Otherwise, such written warning notice shall be null and void. No such written warning notice shall be necessary if the cause for discharge or suspension is dishonesty, drinking related to his employment, illegal possession and/or use of federally-designated drug abuse items, or such other misconduct which is as serious in nature as to justify discharge without a written warning notice. A copy of any written warning, suspension, or discharge notice shall be sent to the Union at the time it is given to the employee. Warning notices shall remain in an employee's file either six (6) twelve (12) or eighteen (18) months depending on the severity of the violation.

22.3 Any employee who is subject to discharge, suspension, or written warning notice, may seek appeal through either of the following procedures. At the employee's option, an appeal can be made through the contract Grievance Procedure as outlined in Article 23, or through the Selah Civil Service Commission. The employee's decision of appeal procedure shall be in written form to the appropriate party within ten (10) calendar days and shall be final and binding on all parties. The employee's choice of appeal procedure shall be irrevocable.

22.3.1 Should any employee option to appeal a disciplinary action through the Selah Civil Service Commission, the matter shall be handled in accordance with applicable procedures as contained in the rules and regulations of the Selah Civil Service Commission. Further, any employee found by the Civil Service Commission to have been unjustly disciplined shall be made whole for any lost compensation, including accrued benefits.

22.3.2 Should any employee option to appeal a disciplinary action through other provisions of this Agreement's Grievance Procedure, the matter shall be handled in accordance with Section 23.3 and subsequent provisions of this Agreement. Any such appeal shall be presented to the Employer within ten (10) calendar days, exclusive of holidays, after the discharge, suspension or written warning notice, and if not presented within such period, the right of protest shall be waived

ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE

23.1 "Grievance" as used herein shall mean any dispute between the Employer and his employee's and/or the Union.

23.2 STEP I: An employee having a concern which he feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or fourteen (14) calendar days from the time such matter became known, or should have become known to the employee, or it shall be deemed waived. The employee is to first (1st) discuss the matter with his immediate

supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by his Union representative if he feels that it is necessary.

23.3 STEP II: If it is determined a grievance does exist and it is not resolved within the fourteen (14) calendar days of Step I, the grievance shall be reduced to writing and an attempt will be made to resolve the grievance with the Chief of Police, the grievant(s) and the Union, within fourteen (14) calendar days of the conclusion of Step I. If the grievance is not satisfactorily resolved within the additional fourteen (14) calendar days, then,

23.4 STEP III: The grievance shall be referred to a committee consisting of four (4) members, two (2) appointed by the Mayor and two (2) appointed by the Union. Such committee shall attempt to reach a majority decision on such dispute or grievance. If such committee fails to reach a majority decision on such dispute or grievance submitted to it within fourteen (14) calendar days, either party shall have the right to submit the dispute or grievance to arbitration.

23.5 STEP IV: If the matter is submitted to arbitration the parties shall select an impartial arbitrator within fourteen (14) calendar days after the request is made to arbitrate. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within seven (7) calendar days thereafter request the Public Employees Relations Commission to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seven (7) calendar days after its receipt, the parties shall meet, whereupon the aggrieved party shall strike the first (1st) name, then each will alternately strike one (1) of the names submitted until only one name remains. The person whose name remains shall be selected as the sole arbitrator.

23.6 The arbitrator shall commence hearings within a reasonable period of time after his selection and shall render his award in writing within thirty (30) calendar days. The award of the arbitrator, together with his written findings and conclusions shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. The Arbitrator is not vested with the power to change, alter, or modify this Agreement in any of its parts.

23.7 The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the party incurring them.

23.8 The Employer and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the above time limits deprive the arbitrator of authority to decide the grievance.

ARTICLE 24 - UNIFORMS AND EQUIPMENT

24.1 The Employer shall furnish employees with uniforms and equipment required to perform their assigned duties, including personal side arms. Initial issue of uniforms shall be provided by the Employer to employees, excluding detectives, (detectives shall receive a \$225 yearly clothing allowance in lieu of uniforms) for the following:

- 1-Identification card with photo
- 1-Identification ID holder

- 1-Selah Police Badge
- 3-Bratwear jumpsuits (choice of winter or summer)
- 1-Duty pants (formal dress occasions)
- 1-Short sleeve shirt (formal dress occasions)
- 1-Tie
- 1-Tie bar
- 1-Threat Level IIIA body armor
- 1-Out duty belt (choice of Sam Browne or Velcro)
- 1-Inner duty belt (choice of Sam Browne or Velcro)
- 1-Duty holster
- 4-Belt keepers
- 1-Double mag pouch
- 1-Glove pouch
- 1-Radio holder
- 1-Portable radio (Motorola or Kenwood)
- 1-Pepper spray holder
- 1-ASP expandable baton
- 1-ASP baton holder
- 1-Handcuff case (choice of single or double)
- 2-Handcuff sets
- 1-Tuffy key holder
- 1-M26 taser
- 1-M26 taser holder
- 1-M16 patrol rifle
- 1-Stinger flashlight
- 1-Stinger flashlight holder
- 1-SL20 flashlight (full size)

* for Department issue weapon only (see Section 24.4 below)

Any special or custom modifications would be at the officers' expense. Patches, badges (hard & cloth) and other equipment as deemed appropriate. Any item issued to one officer will be issued to all unless there is a specific reason or requirement to be met (i.e. bike patrol uniforms), as determined by the department, will be issued to qualified personnel.

24.1.1 All protective clothing and safety equipment required of employees in the performance of their duties shall be purchased by and remain the property of the Employer. Upon quitting or discharge, all property of the Employer shall be returned to the Chief of Police or his designee.

24.2 The Employer agrees to purchase and/or replace any uniforms and/or equipment specified in Section 24.1 above, at no cost to the employee. The determination as to serviceability shall be made by the Chief of Police or his designee.

24.3 The Employer agrees to provide for the cleaning and repair of uniforms and/or equipment specified in Section 24.1 above. Upon initial hire and January each year thereafter, the Employer agrees to provide \$150 per employee for footgear. Additionally, the Employer will replace footwear damaged in the line of duty. (Police clerks excluded).

24.3.1 It shall be the responsibility of each employee to maintain a presentable appearance at all times when on duty.

24.4 Handguns: The Department shall issue, and each Officer shall carry as their duty firearm a Department owned: .45 caliber Glock model 21 or 21SF equipped with tru-glo night sights. Officers who currently carry their own .45 caliber Glock 21 or 21SF may continue to do so. An exception to this requirement would be an Officer's medical condition, as diagnosed by a doctor, and where as such diagnosis, it is the doctor's opinion that the Officer is precluded from using the Department owned .45 caliber Model 21 or 21SF but would permit the use of another firearm. The Chief may grant an exception to this requirement on a case by case basis.

ARTICLE 25 - EDUCATIONAL AND LONGEVITY INCENTIVE

25.1 It is agreed between the parties that education, when related to the job function, has intrinsic value to the employee and to the community in the performance of his or her service. Any regular full-time employee shall be eligible for and receive education incentive pay for college degrees earned while in service as an employee with the City of Selah. Any regular full-time employee who obtains a degree in Police Science or any other mutually agreed to field shall receive pay at the following scale:

Education Advancement	Additional Compensation per month
AA Degree	\$25.00
BA Degree	\$50.00
MA Degree	\$75.00

25.2 In no event will more than one (1) allotment of educational incentive pay be received by any one (1) employee.

25.3 Payment of said Educational Incentive Pay shall be made with the employee's regular pay check and will commence after complete reimbursement of employee tuition expense has been accounted for (the requirement that the eligibility requirement be met while in the employee of the City of Selah shall apply only to employees hired after January 1, 1998.)

25.4 Longevity Incentive Pay: Each full-time employee of the bargaining unit shall receive longevity pay, based upon the schedule below as a separate check, less standard deductions. Time served shall include all time worked for the Employer as part of the Police or City of Selah. Longevity pay will be issued the Monday prior to Thanksgiving Day and it will be calculated on the gross annual salary as of November 15th of each year. After an employee has worked for the City for five (5) years and they separate employment for any reason, they will receive pro-rated longevity pay.

Length of Service:	Incentive Pay
0 to 60 months of service	0
61 to 120 months of service	2% of gross non-overtime salary
120 to 240 months of service	5% of gross non-overtime salary
240 months of service and over	7% of gross non-overtime salary

ARTICLE 26 UNION ACTIVITY

26.1 Non-Discrimination: No employee shall be unlawfully discriminated against for upholding lawful Union principles. Any employee who works under the instructions of the Union or who serves on a committee shall not lose his job or be discriminated against for this reason, provided such activities do not interfere with the employee's duties. No employee shall suffer a reduction in wages or more favorable working conditions due to the signing of this Agreement.

26.2 Union Investigative and Visitation Privileges: The Business Representative of the Union, with the permission of the department head or his designee, may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit his activities during such investigations to matters relating to this Agreement; provided however, he shall not interfere with the operation of normal routine of any department.

26.3 Bulletin Board: The Employer agrees to provide suitable space to be used as a Union bulletin board. Posting by the Union on such board is to be confined to official business of the Union.

ARTICLE 27 - GENERAL PROVISIONS

27.1 Medical Exams: Any physical examination, T.B. skin test, X-rays, required by the Employer shall be taken on Employer time whenever practical, and shall be paid by the Employer, provided said services are by a physician or institution specified by the Employer.

27.2 Standards: The Union recognizes the right of the Employer to establish such reasonable Employer rules as he may deem necessary, provided that such rules are not in conflict with the terms and provisions of this Agreement. Employees shall be made aware of such rules and are to be applied equally to all employees of the Employer.

27.3 Non-Discrimination: The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, or physical handicap to the extent provided by law, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, national origin, age, or physical handicap.

27.4 Training: The employee shall continue to complete professional training and re-qualification requirements of the Employer, and as may be required by State regulations. The Employer will pay the actual training, travel, per diem. The per diem allowance is 14 breakfast, 16 lunch, and 25 dinner. We reserve the right to unilaterally increase these amounts and regular pay when an employee attends breathalyzer, dispatch, or other law enforcement training classes authorized or required by the Chief of Police, and such time will not be charged to his accrued leave. The Employer will reasonably attempt to schedule such mandatory training sessions for the on-duty time when practical. Training conducted within Yakima County shall not entitle an employee to reimbursement for travel and lodging expenses. For use of an employee's personal vehicle, the City shall reimburse the employee at the current Internal Revenue Service mileage rate at the time travel expense is incurred.

27.5 Gender: Where masculine gender has been used in any provision of this Agreement, it is used

solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

27.6 Only employees who are members of the bargaining unit shall perform work of the bargaining unit, except in the case of an emergency beyond the Employer's control, for the purpose of instruction, training, or to assist in the handling of special events.

ARTICLE 28 - PERSONNEL FILES

28.1 Employee(s) shall have the right to review material in their personnel files maintained in the Employer's Personnel Office during regular business hours. The employee may have a representative of the Union accompany him if so desired. Upon request, copies of documents in the personnel file shall be provided to the employee.

28.2 The personnel file will contain all evaluation reports that have been completed by an authorized administrator, and such other material that would assist in evaluating the employee.

28.3 Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel file.

28.4 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photographs, shall be confidential and shall restrict the use of information in the files to official use by the Employer.

28.5 After three (3) years, an employee may request that derogatory material other than yearly evaluations be expunged from his file. Decisions on such request shall be made by the Chief of Police or his designee in consultation with the Union.

ARTICLE 29 – NO STRIKE – NO LOCK OUT

29.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited. The Employer may discharge and/or discipline any employee who violates this section. No employee shall be entitled to any pay and/or benefits for the period in which he/she is engaged in any strike, slowdowns, work stoppages or other interference with work. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article. No lockout of employees shall be instituted by the Employer.

ARTICLE 30 - SAVINGS CLAUSE

30.1 If any Article or Section of the Agreement or any Appendixes thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement or any Appendixes thereto shall continue in full force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction or shall be re-negotiated for the purpose of an adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the grievance procedure outlined in this Agreement shall be applicable.

ARTICLE 31 - TERM OF AGREEMENT

31.1 This Agreement shall be in full force and effect from January 1, 2019 and shall remain in full force and effect through December 31, 2023. Either party may, upon one hundred sixty (160) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate amendments.

**SIGNED FOR THE CITY:
MUNICIPALITY OF SELAH**

By Sherry Raymond
Mayor

Date October 23, 2018

ATTEST:

By [Signature]
City Supervisor
DALE NOVOBIELSKI, CLERK/TREASURER

Date 10/23/18

**SIGNED FOR THE UNION:
TEAMSTERS LOCAL NO.760**

By Leonard J. Gouah
Secretary Treasurer

Date 16.18.18

ORIGINAL

APPENDIX "A" - LINE/PATROL OFFICERS

ARTICLE 1A - DEFINITIONS OF LINE/PATROL OFFICERS

1.A.1 A Commissioned Officer is one who is working and engaged in, limited to, activity which requires work outside the Selah Police facility. He shall be a commissioned line officer.

ARTICLE 2A - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

2.A.1 The following salary schedule for Line/Patrol Officers shall be effective January 1, 2014:

2019	2% increase above the 2018 wage rates.
2020	2% increase above the 2019 wage rates.
2021	2% increase above the 2020 wage rates.
2022	2% increase above the 2021 wage rates.
2023	2% increase above the 2022 wage rates.

Classification	Monthly Salaries				
	2019	2020	2021	2022	2023
Sergeant	\$ 7,102	\$ 7,244	\$ 7,389	\$ 7,537	\$ 7,688
Detective	\$ 6,392	\$ 6,520	\$ 6,650	\$ 6,783	\$ 6,919
MPO	\$ 6,176	\$ 6,300	\$ 6,426	\$ 6,554	\$ 6,685
First Class	\$ 5,574	\$ 5,686	\$ 5,800	\$ 5,915	\$ 6,034
Second Class	\$ 5,008	\$ 5,108	\$ 5,211	\$ 5,315	\$ 5,421
Third Class	\$ 4,713	\$ 4,808	\$ 4,904	\$ 5,002	\$ 5,102
Probationary	\$ 4,163	\$ 4,246	\$ 4,331	\$ 4,417	\$ 4,506

2.A.2 Beginning January 1, 2014 all Sergeants will be compensated at fifteen percent (15%) above the MPO wage rate. Beginning January 1, 2019, the Detective will be compensated at 3.5 percent above the MPO wage rate.

APPENDIX "B" - MISCELLANEOUS POLICE DEPARTMENT EMPLOYEES

ARTICLE 1B - DEFINITION OF DISPATCH AND CLERICAL/MATRON EMPLOYEES

1.B.1 A Miscellaneous employee is one who is working and engaged in, but not limited to, activity which requires work primarily within the Selah Police Facility. Said employee need not necessarily be civil service certified.

ARTICLE 2B - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

2.B.1 The following salary schedule for Miscellaneous Police Department employees shall be effective January 1, 2019.

2019	2% increase above the 2018 wage rates.
2020	2% increase above the 2019 wage rates.
2021	2% increase above the 2020 wage rates.
2022	2% increase above the 2021 wage rates.
2023	2% increase above the 2022 wage rates.

Classification	Monthly Salaries				
	2019	2020	2021	2022	2023
ACO/CSO I	\$ 4,713	\$ 4,808	\$ 4,904	\$ 5,002	\$ 5,102
ACO/CSO II	\$ 4,163	\$ 4,246	\$ 4,331	\$ 4,417	\$ 4,506
Police Clerk I	\$ 4,546	\$ 4,637	\$ 4,730	\$ 4,824	\$ 4,921
Police Clerk II	\$ 4,012	\$ 4,092	\$ 4,174	\$ 4,257	\$ 4,342
Probationary Clerk	\$ 3,263	\$ 3,328	\$ 3,395	\$ 3,463	\$ 3,532

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF SELAH
AND
TEAMSTERS LOCAL UNION #760

ORIGINAL

This memorandum shall amend the current collective bargaining agreement of the City of Selah Police Department.

Article 2 Recognition shall be amended to include the Police Lieutenant and Police Chief in the recognition clause 2.1.

The additional Articles that shall apply to these positions shall be Article 3 Union Security and Dues Check-off, Article 14 Retirement Contribution-Industrial Accident Insurance, and Article 23 Grievance and Arbitration Procedure.

The Grievance procedure may only be accessed for suspension and termination disputes.

The Lieutenant and Chief shall have no voting rights on the collective bargaining agreement.

All other benefits and working conditions shall be as provided for by The City of Selah policy and procedure manual and or City ordinance.

Signed this 23rd day of October, 2018.

Sherry Raymond
Sherry Raymond, Mayor
City of Selah

Leonard J. Crouch
Leonard Crouch, Secretary Treasurer
Teamsters Local 760 10.18.18

(Continuation of MOU originally signed 3.11.14)

Memorandum of Understanding
By and Between
Teamsters Local Union No. 760
And
The City of Selah

ORIGINAL

The City and the Union have mutually agreed to create and establish a policy for catastrophic leave to allow the employees of the City of Selah to donate leave to fellow employees with a catastrophic illness or injury. Below is the agreed upon language:

Policy for Catastrophic Leave/ Illness

Sick Leave/Annual Leave Sharing Program for Catastrophic Illness: A leave contribution program is established to permit employees of the City of Selah to transfer a specified amount of accumulated leave (vacation leave and sick leave) to another employee of the City of Selah. The recipient employee must have an extraordinary or serious illness or injury; have depleted or shortly will deplete all leave reserves, (vacation leave, sick leave; and not be eligible for industrial insurance benefits. The donating employee may not request a transferred amount that would result in their leave balance falling below ten (10) days. Unused leave is returned to the donating employees on a pro-rata basis. This provision shall be administered by City Hall. Leave time shall not be transferred without a written request signed by the donating employee, on such a form as shall be provided by the City Hall.

Dated this 23rd day of October, 2018.

SIGNED FOR THE CITY:
MUNICIPALITY OF SELAH

SIGNED FOR THE UNION:
TEAMSTERS LOCAL UNION NO. 760

By Sherry Raymond
Mayor

By Leonard J. Gouch
Secretary-Treasurer 10.18.18

(Continuation of MOU originally signed 3.11.14)

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF SELAH
AND
TEAMSTERS LOCAL UNION #760

ORIGINAL

This Memorandum of Understanding shall serve to amend the current Collective Bargaining Agreement between the City of Selah and the Police Department as follows:

1. Article 2, Recognition, shall be amended to include the Police Chief and Deputy Chief in the recognition clause 2.1.
2. It is agreed and understood, however, that although the Deputy Chief and Police Chief are recognized as part of the bargaining unit under clause 2.1, not all provisions of the Collective Bargaining Agreement will apply to the Deputy Chief and Police Chief. The Articles that shall apply to these positions are:

Article 3 Union Security and Dues Check-off;
Article 14 Retirement Contribution-Industrial Accident Insurance

a. Wage Rates: Chief; \$ _____ per month (1/1/2019). Current Police Chief promoted to position April 16, 2012.

Deputy Chief \$ _____ per month (1/1/2019). ~~Position currently vacant.~~

Both positions are covered for pension contributions effective April 16, 2012. See MOU Appendix "A" Job Descriptions.

b. Pension Contribution Rate: \$1.60 per compensable hour, per 14.4 – Line Patrol Officers.

3. The Deputy Chief and Police Chief shall have no voting rights under the Collective Bargaining Agreement.

All other benefits and conditions of work applicable to the Deputy Chief and Police Chief shall be as provided for under the City of Selah's personnel policies, Civil Service and any applicable ordinance.

Signed this 23rd day of October, 2018.

Sherry Raymond
Sherry Raymond, Mayor
City of Selah

Leonard J. Crouch
Leonard Crouch, Secretary/Treasurer
Teamsters Local 760 10.18.18

(Continuation of MOU originally signed 1.21.14)

Selah Police Department Memorandum of Understanding

Appendix "A", Job Descriptions.

Class Title: POLICE CHIEF

Department: Police

Date: 4/25/00

Union: Exempt

Location: Police Department

GENERAL PURPOSE

Performs a variety of complex administrative, supervisory and professional work in planning, coordinating and directing the activities of the Police Department.

SUPERVISION RECEIVED:

Works under the general guidance and direction of the Mayor and City Supervisor.

SUPERVISION EXERCISED

Exercises supervision over all police department staff directly or through subordinate supervisors.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Plans, coordinates, supervises and evaluates police department operations.

Develops policies and procedures for the Department in order to implement directives from the Mayor and City Supervisor.

Plans and implements a law enforcement program for the City in order to better carry out the policies and goals of the Mayor and City Supervisor; reviews Department performance and effectiveness, formulates programs or policies to alleviate deficiencies.

Coordinates the information gathered and work accomplished by various officers; assigns officers to special investigations as the needs arise for their specific skills.

Assures that personnel are assign to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances governing deployment.

Evaluates evidence, witnesses, and suspects in criminal cases to correlate all aspects and to assess for trends, similarities, or for associations with other cases.

Supervises and coordinates the preparation and presentation of an annual budget for the Department; directs the implementation of the department's budget; plans for and reviews specifications for new or replaced equipment.

Directs the development and maintenance of systems, records and legal documents that provide for the proper evaluation, control and documentation of police department operations.

Trains and develops Department personnel.

Handles grievances, maintains Departmental discipline and the conduct and general behavior of assigned personnel.

Prepares and submits periodic reports to Mayor and City Supervisor regarding the Department's activities, and prepares a variety of other reports as appropriate.

Meets with elected or appointed officials, other law enforcement officials, community and business representatives and the public on all aspects of the Department's activities.

Attends conferences and meetings to keep abreast of current trends in the field; represents the City Police Department in a variety of local, county, state and other meetings.

Cooperates with County, State and Federal law enforcement officers as appropriate where activities of the police department are involved.

Ensures that laws and ordinances are enforced and that the public peace and safety is maintained.

PERIPHERAL DUTIES

Directs investigation of major crime scenes.

Performs the duties of subordinate personnel as needed.

Analyzes and recommends improvements to equipment and facilities, as needed.

DESIRED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

- (A) Graduation from a college or university with a bachelor's degree in police science, law enforcement, criminal justice, public administration or a closely related field;
- (B) Seven (7) years of experience in police work, three years of which must have been equivalent to police sergeant or higher, and
- (C) Completion of the basic law enforcement training academy or equivalent, or

- (D) An equivalent combination of education and experience.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES:

- (A) Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment; Considerable knowledge of applicable laws, ordinances, and department rules and regulations;
- (B) Skill in the use of the tools and equipment listed below.
- (C) Ability to train and supervise subordinate personnel; Ability to perform work requiring good physical condition; Ability to communicate effectively orally and in writing; Ability to establish and maintain effective working relationships with subordinates, peers and supervisors; Ability to exercise sound judgment in evaluating situations and in making decisions; Ability to give verbal and written instructions; Ability to meet the special requirements listed below;

SPECIAL REQUIREMENTS:

- (A) Must possess, or be able to obtain by time of hire, a valid State Driver's License without record of suspension or revocation in any state;
- (B) Ability to meet Department's physical standards;
- (C) Basic law enforcement training certification or equivalent.

TOOLS AND EQUIPMENT USED

Police car, police radio, radar gun, handgun and other weapons as required, side-handle baton, handcuffs, breathalyzer, pager, first aid equipment, personal computer including word processing software.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration.

The noise level in the work environment is usually moderate.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____
Supervisor

Approval: _____
Appointing Authority

Effective Date:

Revision History:

POL-04.5.ATTACHMENT (Lieutenant Job Description)

Reports to: Chief

Definition: Under the general direction of the Chief of Police, Police Lieutenants manage one or more operational, administrative or support services work units of the Police Department. Police Lieutenants shall be administrative and operational equivalent of the Assistant Chief of Police and is ranked above all other police department personnel except the Chief of Police. Police

Lieutenants shall automatically assume control of the administrative and operational control of the police department in the Chief's absence. Police Lieutenants shall serve at the pleasure of the Chief of Police and may be removed for any reason, including a reorganization of the department, resulting in the elimination of the position. If removed, the person vacating the position will revert to his or her previous rank. Police Lieutenants shall be classified as an executive position as defined under WAC 296.128.510 and RCW 49.46.010 (5) (c).

Duties:

1. In addition to being able to perform the duties of a Police Officer and Sergeant the Lieutenant plans, organizes and directs the activities of his/her assigned unit within guidelines established by applicable laws, regulations, directives and the Chief of Police.
2. Monitors the efficiency and effectiveness of assigned unit using all available information and data; periodically reports to the Chief of Police, both verbally and in writing, recommending changes when warranted.
3. Makes effective use of subordinates through appropriate delegation of tasks, duties, and responsibilities; periodically reviews and audits the work of subordinates and takes corrective action when required; requires accountability of subordinates; identifies training needs and provides appropriate training opportunities; inspects personnel and equipment to ensure operational readiness.

DATE: 6-18-2012 PAGE 2 OF 5

CANCELS: APPROVED BY: CHIEF RICHARD HAYES

POL-04.5.ATTACHMENT (Lieutenant Job Description)

4. Resolves citizen complaints and investigates incidents of alleged employee misconduct; prepares investigative reports; recommends appropriate disciplinary action to the Chief of Police.
5. Provides appropriate information to the public and the news media regarding major crimes and incidents, on-going investigations, and department programs, policies and procedures.
6. Actively promotes and reinforces the goals, values and objectives of the department and of the Chief of Police with the citizens and subordinates; creates a positive, constructive work atmosphere; promotes harmonious working relations among subordinates and between various department units and personnel; facilitates and manages organizational change.
7. Participates in the personnel selection process; makes recommendations on appointments, promotions, transfers and disciplinary actions.

9. Oversees and coordinates the activities of specialized units and volunteer groups within his or her area of responsibility.
10. Coordinates activities of his or her personnel with the activities of other units and agencies to ensure efficiency or operations; communicates regularly with counterparts in other units and agencies; assists other units in the furtherance of department goals and objectives.
11. Ensures that equipment and supplies necessary for the operation of his or her unit are available; maintains inventory and control; recommends purchases and prepares or oversees the preparation of orders.

DATE: 6-18-2012 PAGE 3 OF 5

CANCELS: APPROVED BY: CHIEF RICHARD HAYES

POL-04.5.ATTACHMENT (Lieutenant Job Description)

12. Conducts research and prepares narrative and statistical reports regarding proposed changes in department operations or policy; prepares and submits drafts of policy and procedure for review by the Chief of Police; prepares memos and correspondence on a wide variety of topics.
13. Maintains current knowledge of trends, practices, laws and legal decisions affecting his or her area of responsibility and recommends necessary changes in department policy and procedure to the Chief of Police.
14. Represents the department and the Chief of Police on various panels and committees, and at special functions and ceremonies; participates in community organizations when the image or interests of the department would be advanced.
15. Monitors activities of subordinates at critical incidents and assumes direct control when circumstances require.
16. Occasionally assumes the duties and responsibilities of the Chief of Police or subordinates in their absence.
17. Oversees the activities of specialized units, such as traffic, vice, organized crime and volunteer groups within his or her area of responsibility.
18. Conducts independent audits (twice a year), of evidence, found property and other property that is owned, borrowed or rented by the department.
19. Prepares performance evaluation reports on subordinate personnel and reviews those evaluations prepared by first line supervisors on their subordinates.

20. Performs other duties as required or directed.

DATE: 6-18-2012 PAGE 4 OF 5

CANCELS: APPROVED BY: CHIEF RICHARD HAYES

POL-04.5.ATTACHMENT (Lieutenant Job Description)

Major Worker Characteristics:

Possess considerable knowledge of modern police methods and techniques, State, Federal and City laws and ordinances, and City and Department policies and procedures; ability to work in a variety of settings, including both office and field work.

Possess the ability to communicate clearly and effectively, both verbally and in writing with employees, members of the public representing diverse education and background, and with officials at all levels of government.

Demonstrate the knowledge of and adherence to a high standard of ethics.

Be innovative and flexible in approach and duties, and possess ability to readily adapt to changing community and department needs.

Possess the ability to make informative and persuasive presentations to individuals and groups, conduct public meetings, and participate in public forums.

Possess tact, diplomacy, and the ability to meet and deal effectively with individuals, groups and organizations representing a wide diversity of ethnicities, cultures, opinions and beliefs.

Unusual Working Conditions:

Working conditions may include: rotating shift assignments, night hours, call-back on short notice, and working on weekends and holidays; exposure to all of the hazards and conditions associated with the duties and responsibilities of a general authority law enforcement officer; stress associated with the necessity to make decisions affecting the safety of personnel and the public with little or no time for reflection or consultation; overtime work caused by incidents in progress or the necessity to meet critical deadlines.

DATE: 6-18-2012 PAGE 5 OF 5

CANCELS: APPROVED BY: CHIEF RICHARD HAYES

POL-04.5.ATTACHMENT (Lieutenant Job Description)

Licenses, Registrations and Certificates:

Must possess a valid Washington State Driver's License. Must obtain a certificate of successful completion of the Washington State Criminal Justice Training Commission Mid-management Course.

Minimum Class Requirements: Must be currently serving, and have served for a minimum of three consecutive years (including probation), in the classification of Police Sergeant on the Selah Police Department. Must not have had any disciplinary action resulting in removal, suspension, demotion or discharge within the previous three years.

COLLECTIVE BARGAINING AGREEMENT

By and Between the

City of Selah, Washington



And

Teamsters Local Union No. 760



Representing the

**Sergeants and Police Officers
of the Selah Police Department**

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

ORIGINAL

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 This Agreement is made and entered into by and between the CITY OF SELAH, WASHINGTON, a Municipal Corporation, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION NO. 760, the certified collective bargaining representative, hereinafter referred to as the "Union," for the purpose of fixing the wages, hours and working conditions affecting the employees.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time commissioned Police Officers and Sergeants of the Selah Police Department.
- A. The Union shall be recognized as the sole and exclusive bargaining representative with regard to the Lieutenants, Deputy Chief and the Chief of Police only for the purposes of Article 3, Union Security and Dues Check-off, and Article 14, Retirement Contribution-Industrial Accident Insurance.
- B. The Lieutenants, Deputy Chief and the Chief of Police shall have no voting rights under the Collective Bargaining Agreement and the respective wages, hours, working conditions and benefits of each position shall be defined by the City of Selah's applicable policies, ordinances and resolutions which shall not be subject to negotiation on their behalf.

ARTICLE 3 – UNION SECURITY AND DUES CHECK-OFF

- 3.1 Employees of the Employer covered by this Agreement may, following the beginning of such employment join the Union.
- A. The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure.
- B. The Union and the employee may enter into an agreement to provide for a division of the costs incurred, should the employee request the Union's assistance in pursuing a grievance on the employee's behalf. If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on his/her behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure. However, subparagraph B does not apply to the Lieutenants, Deputy Chief and the Chief of Police, because such positions do not have any right to file a grievance.
- 3.2 When the Employer hires a new employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name,

social security number, hire date, address, and classification of the employee hired. The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees appointed into bargaining unit positions membership materials supplied by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit. Per statute, Union representatives shall be given thirty (30) minutes' paid time with each new employee to discuss union membership.

3.3 Dues Cancellation

An employee may cancel payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice.

3.4 When provided a "voluntary check-off" authorization in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay, the Union's applicable dues, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless against all suits, orders or judgments brought or issued which may arise from the Employer making a good faith effort to administer this Section.

ARTICLE 4 – RIGHTS OF PARTIES

4.1 Except as limited by the provisions of this Agreement, the Employer shall retain all rights, powers, functions, and authority vested in management by law, custom, practice and tradition, to manage and direct City in all of its various aspects, and to manage and direct its employees, including but not limited to the following: to operate and manage all manpower, facilities, and equipment; to establish programs and objectives; to establish and modify the organizational structure; to determine the utilization of technology; to select, direct, discipline, and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this Agreement. Whatever rights the Employer has retained pursuant to applicable law, rule, or regulation, shall not be exercised in a manner which conflicts with the provisions of this Agreement.

4.2 Union: The Union does not waive any right the Union has under applicable State Laws including but not limited to the right to require the City to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.

4.3 Employee Rights: All employees shall be entitled to and afforded the rights common to any citizen, regardless of occupational position. These rights shall include but are not limited to: The employee shall be granted the opportunity to contact and consult with an attorney of his/her own choosing, or a representative of the Union, before and/or during any investigative interview. The employee shall not be subjected to any offensive

language or public humiliation, nor shall the employee subject the Employer to any offensive language or public humiliation.

- A. Employees shall have the right to have a witness/representative present at any meeting or conference with a supervisor or administrator that the employee feels may adversely affect his/her conditions of employment. When an employee requests a witness/representative, the meeting will be scheduled or adjourned until the witness/representative can be in attendance; provided the meeting shall occur within seven (7) working days, unless timelines are extended by mutual agreement.
- B. Nothing herein shall be construed to preclude the supervisor or manager from formally meeting, counseling, and consulting with an employee in confidence.
- C. No employee shall be required to unwillingly submit to a polygraph test or to unwillingly answer questions for which the employee might otherwise properly invoke the protections of any Constitutional Amendment against self-incrimination.

ARTICLE 5 – DEFINITIONS OF EMPLOYEES

- 5.1 **Regular Part-Time Employees:** A Regular Part-Time Employee is one who is authorized by the City Council, has served his/her probationary period, who may work less than forty (40) hours per week, and will be paid not less than the wage rate as set forth in this Agreement for the type of work performed. A Regular Part-Time Employee working eighty (80) hours per month or more, is entitled to accrue all benefits and conditions as set forth in this Agreement, upon a pro-rata basis.
- 5.2 **Regular Full-Time Employees:** A Regular Full-Time Employee is one who has been approved by the Civil Service Commission, has served his/her probationary period, is employed on a full-time basis of forty (40) hours per week, is paid the wage rate for the type of work performed based upon his/her years of service, and who accrues the full benefits and conditions of this Agreement.
- 5.3 **Probationary Employees:** A Probationary Employee shall be defined as any new hire who has not completed two thousand eighty (2,080) straight time compensable hours of service with the Employer since his/her satisfactory graduation from the Basic Law Enforcement Academy (BLEA).
- 5.4 **Confidential Employee:** A regular employee who is performing bargaining unit work and is engaged in, but not limited to, work that may need to be held confidential. A confidential employee will be under the direct authority of the Mayor or Mayor's designee.
 - A. The Union and confidential employees represented herein recognize that inclusion of the Confidential Employees in the same Teamster Local as the non-confidential employees shall not inhibit, restrain, or in any way adversely affect

the performance of the duties of the confidential employees including, but not limited to, the duty of working closely with management of the City, the duty of recommending discipline of other members of the same Union, and the duty of not disclosing information which is confidential management information.

- 5.5 Temporary labor may be used but may not be used to indefinitely fill positions currently held by regular employees. At no time shall a bargaining unit member suffer a reduction in hours to less than forty (40) hours per week when temporary labor is used. The temporary labor shall only be used in the dispatch/clerical position. A temporary laborer may pay union dues but not the initiation fee until he/she becomes a regular employee.

ARTICLE 6 - SENIORITY

- 6.1 No employee shall acquire seniority until he/she has become a Regular Full-Time Employee or Regular Part-time Employee under this Agreement. A regular employee is one who has successfully completed his/her probationary period and has been recommended by the Chief of Police and been approved by the Selah Civil Service Commission.
- 6.2 The lists of employees arranged in order of departmental seniority with the Employer shall be given to the Union on or before March 1st of each year upon request by the Union. Should more than one employee have the same hire date, the individuals involved will determine seniority by use of their civil service examination ranking. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement.
- 6.3 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:
- A. Voluntarily leaves the service of the Employer;
 - B. Is discharged for just cause;
 - C. Is laid off for a period exceeding eighteen (18) consecutive calendar months; or
 - D. Is injured in the line of duty and is unable to return to duty by virtue of the injury for a period exceeding twelve (12) consecutive calendar months.
- 6.4 Layoff & Recall: Seniority with the Employer shall prevail in case of layoff and recall. The last employee hired shall be the first (1st) employee laid off and the last employee laid off shall be the first (1st) employee rehired. If there is any question of any senior employee being capable to perform the work available in the case of layoff and recall, the Union may require the Employer to show just cause for not recalling or laying off such senior employee.
- 6.5 The employee who is most qualified for an available promotion or open position by virtue of training, experience, performance, ability, and testing shall fill the available

position. When qualifications are substantially equal between applicants for said position, the employee with the highest seniority standing will fill said position.

- A. Officers shall be eligible to test for an open Sergeant position or promotional list upon completing three (3) years of prior commissioned law enforcement experience, with at least one (1) year of such experience being with the Selah Police Department.

- 6.6 Trial Service: An employee who is promoted to a higher rank or position within the bargaining unit shall serve a trial period not to exceed one hundred eighty (180) calendar days from the date of such promotion or transfer. Within this trial period, if the promoted or transferred employee declines the job or the Employer deems the employee to be unsuited for the job, the employee shall revert to his/her former position without prejudice. Any employee promoted to a position outside the bargaining unit shall have a seniority date computed on the basis of time previously served and positions included in the bargaining unit.

ARTICLE 7 - DEFINED LEAVES

- 7.1 Sick Leave: Employees shall accrue one (1) day sick leave for each month of employment and employees who work full time may accumulate sick leave without limit, but accumulated sick leave cannot be taken as annual leave nor compensated for in money or other means for any employee at any time unless specified herein.
- A. For sick leave accrual purposes, a "day" shall be defined as the same as the shift that the Officer is primarily assigned to work. As examples: if the Officer is assigned to primarily work eight 8-hour shifts during a month, the Officer shall be credited with eight (8) hours of sick leave for the month; or if the Officer is assigned to work 10-hour shifts during a month, the Officer shall be credited with ten (10) hours of sick leave for the month.
 - 1. Officers primarily assigned to work shifts of 10-hours-and-40-minutes during a month shall be credited with ten (10) hours of sick leave for the month.
 - B. Employees who work less than full time shall accumulate sick leave on a pro-rata basis, not to exceed twelve (12) working days per year, based upon the employee's assigned hours.
 - C. A deduction of one (1) day of sick leave credit shall be made for each full day's absence. The rate of sick leave pay shall be the same per day as that paid the employee per working day.
 - D. Sick Leave Conversion Upon Retirement Program: Effective January 1, 2000, employees will start accruing sick leave and upon retirement (which shall be defined as immediately receiving PERS or LEOFF payments) may exercise an option to convert unused sick leave accumulated at a rate equal to each four (4)

full days of accrued sick leave being converted to one (1) full day of pay at the employee's final rate of pay, subject to a maximum of 180 days of sick leave being converted to a maximum of 45 days of pay. If the employee desires, such pay may be placed into the employee's VEBA account or similar fund as provided by the City under applicable tax rules.

- E. Sharing Program for Sick Leave and/or Vacation Leave: A leave contribution program is established to permit employees of the City of Selah to transfer a specified amount of accumulated leave (sick leave and/or vacation leave) to another employee of the City of Selah. The recipient employee must have an extraordinary or serious illness or injury and must have already depleted or be projected to shortly deplete all of his/her leave reserves and benefits (sick leave and vacation leave, and also industrial insurance benefits). The donating employee may not request a transferred amount that would result in his/her balance falling below ten (10) days. Unused leave is returned to the donating employee on a pro-rata basis. This provision shall be administered by City Hall. Leave time shall not be transferred without a written request signed by the donating employee, on such a form as shall be provided by City Hall.
- 7.2 If unable to report to work because of illness or injury, the employee shall report his/her reason for absence to his/her immediate supervisor prior to his/her scheduled work shift, unless the exigency of the circumstances dictates otherwise. If the employee is absent from work for a period exceeding three (3) consecutive days or more, a doctor's certificate may be required upon his/her return to work.
- A. For the purpose of being absent from work and utilizing sick leave, the Employer shall comply with state law requirements as defined by 49.46 RCW and applicable Washington Administrative Codes.
- 7.3 Any employee found to have abused the provisions of a defined leave privilege by falsification or misrepresentation may be subject to disciplinary action.
- 7.4 Workmen's Compensation: Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the Employer. Upon receipt of this benefit by the Employer, the employee shall be credited with sick leave on a pro-rated basis of the State Industrial benefit to the original amount of sick leave taken.
- 7.5 Use of Sick Leave for Bereavement Leave: An employee shall be allowed up to ten (10) working days of absence with full pay when arranging for and/or attending the funeral, wake, other remembrance, or final visitation of an immediate family member. "Immediate family" shall include a spouse, domestic partner, child, stepchild, parent, sibling, aunt, uncle, first cousin, grandparent, grandchild, or step-grandchild, either of the employee or of the employee's spouse or domestic partner, and also any other person living in the same household as the employee. Two (2) additional days off may be granted by the Chief of Police in cases where the employee needs to travel out of town (defined as more than one hundred miles to the location) or where special

circumstances warrant. All bereavement days shall be deducted from the employee's sick leave bank.

- 7.6 Any employee using sick leave exceeding three (3) or more consecutive regularly scheduled work days, or who knows he/she will need accommodation for intermittent scheduling due to qualifying medical reasons, shall report such need to his/her supervisor. The Human Resource Manager should be notified by the supervisor. This leave shall be provided in accordance with Washington's Family Care Act (WFCA), Washington's Family Leave Act, and the Federal Family Medical Leave Act.
- 7.7 Employees may use sick leave when caring for any dependent, including but not limited to children under the age of eighteen (18), where the employee's presence is necessary due to an illness, medical appointment, or other type of care appointment.
- 7.8 Military Leave: A regular employee who is an active member of any organized reserve of Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his/her employment for a period not exceeding twenty-one (21) calendar days during each calendar year. Such leave shall be granted in order that the employee may take part in active training duty in such manner and at such time as he/she may be ordered to active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive his/her normal pay.
- 7.9 Leaves of Absence: A leave of absence is an approved absence, including medical leave of absence, from employment without pay and without loss of seniority. The Employer may grant a leave of absence for a period of up to twelve (12) calendar months. This period may be extended by mutual agreement between the Employer and the Union. Such leaves shall be in writing with a copy to the Union. Requests for leave renewal will be granted at the discretion of the Employer. The request must be in writing and must be submitted sixty (60) calendar days prior to the effective date.
- 7.10 Washington Paid Family & Medical Leave (WPFML): The employer will permit the coordination of benefits where applicable, specifically the use of accrued sick leave and/or vacation time as supplemental benefits to make the employee "whole" in addition to the Washington Paid Family & Medical Leave benefit.
- A. Where the use of WPFML reduces the hourly benefits below the eighty (80) hour requirement for medical benefits as required in Article 16, the Employer shall notify the employee that no contributions will be made for the next month. The employee may qualify for the disability provision (Section 16.1.A), COBRA coverage or self-pay option.
1. An employee may reduce his/her WPFML participation to eighty (80) hours and increase his/her use of accrued leave to eighty (80) hours to continue coverage as provided by this Agreement.

ARTICLE 8 - COMPENSATION FOR WITNESS OR JURY DUTY

- 8.1 When a regular employee covered by this Agreement is summoned for Jury Duty or is subpoenaed as a witness in any matter during or arising out of his/her employment, in any municipal, county, state or federal court, he/she shall advise the Employer upon receipt of such call or subpoena, and if taken from his/her work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service; providing he/she remits to the Employer his/her properly endorsed checks. Transportation allowance paid by the court shall not be included to compute the amount received for such service. Should an employee report for such service and be excused for the balance of that day, he/she shall report as soon as possible to his/her Employer for the purpose of working the balance of his/her special (jury duty or subpoenaed witness) shift. This special shift shall be consistent with the court appointed time.

ARTICLE 9 - HOURS OF WORK – OVERTIME - CALLBACKS

9.1 Workdays & Work Weeks Defined:

- A. **5/8's Shift:** When a 5/8's shift is applicable, eight (8) consecutive hours, inclusive of a one meal period and all applicable rest periods, shall constitute a workday; and five (5) consecutive days, Monday through Sunday, shall constitute a work week.
- B. **4/10's Shift:** When a 4/10's shift is applicable, ten (10) consecutive hours, inclusive of one meal and all applicable rest periods, shall constitute a workday; and four (4) consecutive days, Monday through Sunday, shall constitute a work week.
- C. **Shifts of 10:40 Duration:** When a police officer is scheduled to work a shift of ten hours and forty minutes duration (10:40), the Employer may alter the work week in accordance with section 7(k) of the FLSA for commissioned personnel of the Police Department. Hours worked in excess of ten hours and forty minutes (10:40) in a day or one hundred sixty (160) hours in a twenty-eight-day work period, shall be compensated at one-and one-half (1&1/2) times the employee's regular straight time hourly rate. The twenty-eight-day work period shall consist of fifteen (15) scheduled workdays of ten hours and forty minutes (10:40) per day. (A 10:40 shift may be recorded as a 10.66 for time keeping purposes.)
1. **Salary Basis:** Individuals working this schedule shall be on a monthly salary, consistent with the Example set forth below:

Example: A First-Class officer making \$26.99 per hour and working 2,080 hours per year earns \$56,136.00 gross per year, and \$56,136.00 divided by 12 months per year equates to \$4,678.00 gross salary per month. This would be the straight time monthly salary without overtime.

- 9.2 Shift Changes/Rotations: In the event of a shift change and/or rotation, the Employer shall provide a minimum of forty-eight (48) consecutive hours off to each impacted employee as regular time off, and the impacted employees shall not be subject to call-backs during such time. Exceptions: Emergencies beyond the Employer's control, or when the employee quits, fails to report for work, or is granted time off in writing by the Employer.
- 9.3 Meal and Rest Periods: Each work shift shall include a 30-minute paid meal period as near to the middle of the shift as possible and, also, one (1) 15-minute rest period per each one-half (1/2) of the assigned shift that shall be taken at the employee's discretion unless directed otherwise by a supervisor and also not taken sooner than one (1) hour from the start of the employee's assigned shift.
- 9.4 The shift schedule shall be determined by the Employer. The Employer shall give at least seven (7) calendar days' notice prior to changing the employee's assigned shift. Said notice shall be posted on the department bulletin board showing the employee's shift, workdays, and hours.
- 9.5 When presented with an emergency beyond its control, the Employer may alter the assigned work hours by giving prompt notification to the impacted employees. The Employer shall not reschedule assigned work shifts for purposes of avoiding payment of overtime.
- 9.6 Employees may exchange shifts when unforeseen circumstances arise provided, they first request and receive approval in writing from their immediate supervisor. Such an exchange in shifts shall not, by itself, constitute a basis for entitlement to overtime compensation.
- 9.7 Overtime: All work performed in excess of the workday and/or work week and that was authorized in advance by the supervisor authorized to sign overtime, shall be compensated for at one and one-half (1&1/2) times the employee's regular straight time hourly rate or converted to comp time as specified below.
- A. Conversion to Comp Time. The employee may, at his/her option, take equivalent time off ("comp time") on the basis of one and one-half (1&1/2) hour of compensatory time off for each one (1) hour of overtime that was worked. Compensatory time may accrue to a limit of eighty (80) hours, with any time in excess of eighty (80) hours paid at the applicable rate. Compensatory time will only be cashed out in the first pay period of the following months: March, June, September, and December. The cash out in December shall be mandatory, and no compensatory time will be rolled over to the following year. All compensatory time off must be scheduled seven (7) days in advance unless an emergency exists in which case the Chief or designee may waive the seven (7) day notice.
- B. Payment of overtime shall occur in increments of one-quarter (1/4) hour, with any partial increment that is eight (8) minutes or longer also being paid as one-quarter (1/4) hour.

C. There shall be no compounding of overtime.

9.8 **Callbacks and Callouts:** An employee who is required to return to duty, or has been subpoenaed to testify in court relating to his/her assigned duties, after having completed his/her regular shift, and having been effectively released from duty, shall be paid, unless specified below, a minimum of two (2) hours at one and one-half (1&1/2) times his/her straight-time hourly rate of pay.

A. **Prior to a Shift:** An employee who is required to return to work less than two (2) hours prior to the beginning of a regularly assigned shift shall receive one-and-one-half (1&1/2) times his/her regular straight-time hourly rate of pay for the amount of time that he/she actually works prior to his/her regular shift, and then shall also be allowed to complete his/her regular shift.

B. **Between Shifts:** An employee who is required to return to work between scheduled shifts shall be guaranteed a minimum of two (2) hours pay at one-and-one-half (1&1/2) his/her their regular straight-time hourly rate of pay for all hours that he/she actually works between scheduled shifts, and then shall also be allowed to complete each of his/her regular shifts.

C. **On Regularly Scheduled Days Off:** An employee who is required to return to work on a day that he/she was scheduled to be off shall be guaranteed a minimum of four (4) hours pay at one-and-one-half (1&1/2) times their his/her straight-time hourly rate of pay for all hours worked on a day that he/she was scheduled to be off, and then shall also be allowed to complete each of his/her regular shifts.

D. **During Vacation:** An employee who is required to return to work during a day that he/she was scheduled to be on vacation shall be guaranteed a minimum of six (6) hours pay at one-and-one-half (1&1/2) times his/her regular straight-time hourly rate of pay for all hours worked on a day that he/she was scheduled for vacation, and then shall also be allowed to complete each of his/her regular shifts. Vacation period for callback purposes shall be defined as the period between the last hour of work of the shift prior to commencement of the employee's vacation, until the first (1st) hour of work of the employee's next shift following the vacation.

ARTICLE 10 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

10.1 See attached Appendix A, which is incorporated into this Agreement by this reference.

ARTICLE 11 - PAY ARRANGEMENTS

11.1 Each employee shall be paid all monies earned for the preceding semi-monthly payroll period by the end of his/her regular shift no later than the seventh (7th) and the twenty-second (22nd) of each month, or, no later than the last non-weekend and non-Holiday

date that precedes the seventh (7th) or the twenty-second (22nd) in the event that the seventh (7th) or twenty-second (22nd) falls on a weekend or Holiday date. There shall be no deductions other than required by law or authorized in writing by the employee.

- 11.2 Each employee shall be entitled to an itemized statement of earnings and deductions, specifying his/her wage rate, hours paid, and other compensation payable to him/her as well as any and all deductions from his/her gross wages for the pay period.
- 11.3 Upon quitting or discharge, the Employer shall pay all monies due the employee no later than the pay period following such quitting or discharge.
- 11.4 The Employer agrees to implement a deferred compensation program which shall be available to members of the bargaining unit.

ARTICLE 12 – ANNUAL LEAVE

12.1 All regular employees shall accrue and be granted annual leave according to the following schedule:

Continuous Service	Vacation Hours per Month Accrual Rate	Holidays Hours per Month Accrual Rate
0-60 Months	8	8
61-120 Months	11	8
121-180 Months	13	8
181-240 Months	15	8
241+ Months	17	8

- A. A Regular Part-Time Employee who is eligible shall accrue annual leave on a pro-rata basis calculated based upon the employee’s compensated hours in the previous month versus one hundred sixty (160) hours.
- B. Prior to the completion of the Field Training Officer Program, annual leave may not be taken unless prior approval, in writing, is granted by the Chief of Police.
- C. The following holidays are recognized as being those for which annual leave is granted:

New Years Day	Labor Day
M.L. King’s day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day Following Thanksgiving
Juneteenth	Christmas Day
Independence Day	Floating holiday (1)

- D. An employee earns a full day of annual leave for their first (1st) month of employment if he/she is placed on the payroll on or before the fifteenth (15th) of the month and works continuously through the rest of the month. A terminating employee does not receive annual leave credit for the month in which he/she terminates unless he/she actually works continuously through the fifteenth (15th) of the month in which he/she terminates.
- 12.2 Given the nature of the work performed by the Police Department, most employees in the bargaining unit cannot be permitted to take holidays on the day they fall. As a result, each such Regular Full-Time Employee shall be credited with ninety-six (96) hours (which equates to twelve (12) 8-hour days) of holiday time with pay effective January 1st annually. Holiday time must normally be taken during the calendar year in which it is accrued, or the leave time will lapse effective at 11:59 p.m., December 31st, unless one of the circumstances specified in Article 12 otherwise applies.
- 12.3 Though holiday time is credited in total at the beginning of the calendar year, it shall be earned at the rate of eight (8) hours per month. An employee entering or leaving City service during the calendar year will have his/her holiday time pro-rated accordingly. An employee leaving City employment for any reason shall have the appropriate payment or deduction reflected in his/her final paycheck.
- 12.4 No employee shall receive payment for more than two-hundred and forty (240) hours of combined vacation and holiday leave at the time of termination or retirement. However, no employee shall lose accumulated leave time because his/her request for leave has been denied, unless reasonable opportunities for leave have been refused by the employee.
- 12.5 Annual leave is accrued at the previously stated rates in Section 12.1. However, only up to 240 hours of accrued annual leave will roll over from year to year. Should an employee be denied usage of annual leave (being denied in November and December does not apply) any requested leave, in excess of 240 hours, will be paid to the employee as of the last pay period in December of the given year.
- 12.6 The Employer will commence vacation scheduling during the month of December in the order of the employees' seniority. It is the employee's responsibility to schedule his/her vacation. Eligible employees must take at least one (1) block of five (5) consecutive days off per calendar year. Any vacation/annual leave usage scheduled during the remainder of the year and requested over twenty (20) calendar days in advance of the days off, shall be scheduled in the order of their request without regard to seniority and provided the Employer can maintain minimum staffing requirements. The Chief or designee may waive the twenty (20) day advance notice provided the Employer can maintain sufficient staffing requirements. Such a waiver will be considered on a case-by-case basis and will not establish precedent.
- A. The vacation/annual leave schedule is a firm schedule and can only be changed by request of the employee and approval of the request by the Chief of Police, or by an emergency that might arise that would cause a vacation to be re-

scheduled. In either case, the changes must be approved in writing by the City Administrator.

- B. All requests for annual leave usage are subject to approval by the Chief of Police or designee, but if a request is denied, the reasons for such denial shall be promptly communicated.
- 12.7 Any employee who by virtue of a defined leave is unable to utilize his/her scheduled annual leave shall not suffer a reduction in annual leave accrual, unless otherwise mutually agreed to by the parties.

ARTICLE 13 – PARTIES’ RESPONSIBILITIES

- 13.1 The parties recognize that security and continuity of employment can result only when a spirit of harmony, cooperation and reasonable and fair compromise exists and to the accomplishment of that end, each party pledges itself to an honest observance of the terms of this Agreement and to the exercise of patience and understanding. All employees shall represent themselves and the Employer to the public in a manner which shall be courteous, efficient, and helpful.
- 13.2 The parties recognize the need to promote the efficiency of law enforcement; to maintain and increase individual productivity and quality of public service; to prevent interruptions of work and the interference with the efficient operation of the City; promote harmonious relations and establish procedures for the orderly resolution of disputes and grievances; and serve the safety, health and welfare of the community.

ARTICLE 14 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE-OASI

- 14.1 The Employer shall pay into the appropriate employees' retirement program, Industrial Insurance, and OASI, as required, at the prescribed rate, by law.
- 14.2 Contributions to the Western Conference of Teamsters Pension Trust: Effective as specified below, the bargaining unit members have designed a portion of their respective pre-tax hourly wages to be diverted from their hourly pay, and instead to be contributed on behalf of each member into the Western Conference of Teamsters Pension Trust, for every compensable hour, excluding overtime and compensatory time hours, for which compensation is paid to him/her; provided further that, for this purpose, compensable hours shall not exceed one hundred ninety (190) straight time hours per month, and also shall not exceed a maximum of two thousand eighty (2,080) straight time hours per year.
- A. The parties agree that the contributions into the Western Conference of Teamsters Pension Trust shall be made on behalf of all Regular Part-Time Employees, Regular Full-Time Employees and Probationary Employees, and

also all temporary labor who receive compensation. No contributions shall be paid for seasonal workers.

- 14.3 Effective April 1, 2024, based on March 2024 hours, the employer agrees to pay the full contribution rate of One Dollar and Seventy Cents (\$1.70) per compensable hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour from which compensation is paid.
- 14.4 Effective January 1, 2025, based on December 2024 hours, the employer agrees to pay the full contribution rate of One Dollar and Eighty Cents (\$1.80) per compensable hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour from which compensation is paid.
- 14.5 Effective January 1, 2026, based on December 2025 hours, the employer agrees to pay the full contribution rate of One Dollar and Ninety Cents (\$1.90) per compensable hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour from which compensation is paid.

ARTICLE 15 - LIABILITY INSURANCE

- 15.1 The Employer agrees to either provide insurance coverage on behalf of the employees (which may occur via a municipal risk pool such as the Washington Cities Insurance Authority) or to provide liability defense for employees, or a combination thereof, in order to reasonably protect and indemnify employees from liability to third-parties resulting from employees negligently performing duties within the scope of employment.

ARTICLE 16 - HEALTH CARE BENEFIT PROGRAMS

- 16.1 The Employer shall pay each month into the following employee health care benefit plans, on behalf of each member of the bargaining unit who was compensated for eighty (80) hours or more in the preceding month:
 - A. Medical Plan: Effective January 1, 2024 based on December 2023 hours, the Employer agrees to pay monthly contributions for medical insurance with 9-month disability waiver, dental and vision benefit Plans.
 1. Washington Teamsters Welfare Trust Medical Plan Z (2024 contribution rate is \$1,374.70).
 2. Washington Teamsters Welfare Trust 9 Month Disability Waiver Plan (2024 contribution rate is \$11.40).
 - B. Dental Plan: Effective January 1, 2024, Washington Teamsters Welfare Trust Dental Plan A (2024 contribution rate is \$120.50).

- C. Vision Plan: Effective January 1, 2024, Washington Teamsters Welfare Trust Vision Plan (2024 contribution rate is \$17.10).
 - D. Retiree Welfare Trust Plan (RWT – XL Plus): Effective upon ratification by both parties and trust approval, based on December 2023 hours, the Employer agrees to contribute on behalf of each employee up to \$175.00 per month to provide for the RWT - XL Plus plan, if approved by the RWT Trust. If not approved, the Employer agrees to contribute on behalf of each employee the amount necessary, up to \$175.00 per month, to provide for the RWT XL plan (non-plus).
- 16.2 The Union agrees during the life of this Agreement that it will not request any additional benefits for any of the above-listed employee benefit plans, and the Employer agrees that during the life of this Agreement that it will pay any increase in contribution rates as required by the Trustees of the employee benefit trusts to maintain these benefits.
- 16.3 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

ARTICLE 17 - LIFE - AD&D PLAN - SECTION 125 PLAN - VEBA III PLAN

- 17.1 Effective January 1, 1985, the Employer shall pay on account of each member of the bargaining unit the sum of two cents (\$.02) per hour for each hour for which compensation is paid to him/her, into Group Policy No. 16696-LTD, to provide Life-AD&D Insurance coverage for an eligible employee.
- 17.2 Effective January 1, 1991, the Employer agrees to deduct the full monthly cost for each employee currently covered under the LEOFF II retirement program for Limited Term Disability coverage provided by the Washington State Council of LEOFF II Personnel Insurance Trust (underwritten by Standard Insurance Company) as a supplementary disability insurance. All monies deducted will be promptly remitted to the carrier as needed to provide coverage.
- 17.3 Effective January 1, 1995, the Employer agrees to provide a Section 125 Plan to employees to pay medical expenses and childcare expenses from pre-tax dollars.
- 17.4 The Employer has established a Supplemental Medical account on behalf of each member of the bargaining unit. The benefit account shall be administered by the VEBA Trust for Public Service Employees in the State of Washington. The contribution to the VEBA Trust benefit accounts on behalf of each employee shall be calculated as follows: Beginning January 1997 and continuing through the life of this Agreement a contribution amount equal to one-and-one-half percent (1.5%) of each employee's current salary.
- 17.5 The City will provide a \$750.00 VEBA contribution to each employee, first paycheck in January annually.

- 17.6 The Employer will pay for and maintain a group term life insurance policy for active-duty officers of no less than \$100,000.00 for each officer. This policy is not portable and terminates immediately when an employee is no longer working for the City of Selah.
- 17.7 Employee Assistance Program (EAP): The Employer will establish an employee assistance program whereby any employee may self-nominate to attend confidential counseling sessions for themselves or any of their dependents. Additionally, the City commits to paying the related fees associated with the aforementioned sessions, up to three (3) times per year, per individual, per unrelated issue.

ARTICLE 18 - REMITTANCE FOR EMPLOYEE BENEFIT PLANS

- 18.1 The total amount due for each calendar month for each of the employee benefit plans as set forth in Articles 16 and 17 shall be remitted in a lump sum not later than ten (10) business days after the last business day of the preceding month.

ARTICLE 19 - FRINGE BENEFIT BOOKLETS & SELF-PREMIUM PAYMENTS

- 19.1 Each employee has been provided with a copy of this Agreement and current copies of the various fringe benefit booklets for the plans named in Articles 16 and 17. It is the responsibility of the employee to read these fringe benefit booklets in order to familiarize himself/herself with the various plans and determine when he/she will become eligible for each benefit. If an employee misplaces any of the plan booklets, he/she should contact the Local Union office for a replacement copy.
- 19.2 Certain fringe benefit plans permit self-premium payments for a given number of months; in the event the employee is not compensated the required number of hours for the Employer to pay the premium coverage. It is the employee's responsibility to immediately contact the Local Union office to determine which of the benefits allow self-payments to continue the coverage for himself/herself and dependents.

ARTICLE 20 - TRUST FUND DELINQUENCIES

- 20.1 In the event the Employer is delinquent in the payment of any contribution required by Articles 16 and/or 17, employees or the Union shall have the right (notwithstanding any other provision of this Agreement) to take any legal or economic action they deem fit against the Employer to collect such delinquent amounts. In the event legal action is required to collect the Employer's contributions, then the Employer shall be liable for all costs and expenses of litigation, including reasonable attorney fees.
- 20.2 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

ARTICLE 21 - ACCEPTANCE OF TRUSTS

- 21.1 The Employer hereby acknowledges that it has received true copies of the Northwest Teamsters Dental Trust, and the Washington Teamsters Welfare Trust, Negotiated Life Insurance Plan, and shall be considered a party thereto. The Employer further agrees that the Employer-Trustees named in said trusts, and their successors in trust are and shall be its representatives and consents to be bound by the actions and determinations of the trustees.

ARTICLE 22 - DISCIPLINE-DISCHARGE-SUSPENSION-WRITTEN WARNING NOTICE

- 22.1 If the Chief of Police or designee believes there is just cause to discipline any employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public. Further, said discipline shall not violate the employee's rights as contained in this Agreement. Any employee who is the subject of an investigation which may lead to disciplinary action, shall be informed of the nature of the charge and offered an opportunity to have a representative present during questioning. The parties understand that the Employer is obligated to notify the employee of an investigation at the time of questioning.
- 22.2 The parties to this Agreement recognize the principal of progressive discipline. The Employer may discharge or suspend an employee for just cause but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee and copy to the Union of the complaint against him concerning his/her work or conduct within fourteen (14) calendar days of the date of such violation, or fourteen (14) calendar days from the date such violation became known to the Employer. Otherwise, such written warning notice shall be null and void. No such written warning notice shall be necessary if the cause for discharge or suspension is dishonesty, drinking related to his/her employment, illegal possession and/or use of a federally designated drug, or such other misconduct which is as serious in nature as to justify discharge without a written warning notice. A copy of any written warning, suspension, or discharge notice shall be sent to the Union at the time it is given to the employee.
- 22.3 Any employee who is subject to discharge, suspension, or written warning notice, may seek appeal through either of the following procedures. The employee's choice of appeal procedure shall be irrevocable.
- A. At the employee's option, an appeal can be made through this Agreement's Grievance and Arbitration Procedure, and the matter shall be handled in accordance with Section 23.3 and subsequent provisions of this Agreement. Any such appeal shall be presented to the Employer within ten (10) calendar days, exclusive of holidays, after the discharge, suspension or written warning notice, and if not presented within such period, the right of protest shall be waived.

- B. Alternatively, the employee may choose to appeal the matter through the Selah Civil Service Commission, and the matter shall then be handled in accordance with applicable procedures as contained in the rules and regulations of the Selah Civil Service Commission. The employee's decision of appeal procedure shall be in written form to the appropriate party within ten (10) calendar days and shall be final and binding on all parties. Any employee found by the Civil Service Commission to have been unjustly disciplined shall be made whole for any lost compensation, including accrued benefits.

ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE

- 23.1 "Grievance" as used herein shall mean any dispute between the Employer and an employee of the bargaining unit and/or between the Employer and the Union.
- 23.2 STEP 1: An employee having a concern which he feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or fourteen (14) calendar days from the time such matter became known, or should have become known to the employee, or it shall be deemed waived. The employee is to first (1st) discuss the matter with his/her immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by his/her Union representative if he/she feels that it is necessary.
- 23.3 STEP 2: If it is determined a grievance does exist and it is not resolved within the fourteen (14) calendar days of Step 1, the grievance shall be reduced to writing and an attempt will be made to resolve the grievance with the Chief of Police, the grievant(s) and the Union, within fourteen (14) calendar days of the conclusion of Step 1. If the grievance is not satisfactorily resolved within the additional fourteen (14) calendar days, then,
- 23.4 STEP 3: The grievance shall be referred to a committee consisting of four (4) members, two (2) appointed by the Mayor and two (2) appointed by the Union. Such committee shall attempt to reach a majority decision on such dispute or grievance. If such committee fails to reach a majority decision on such dispute or grievance submitted to it within fourteen (14) calendar days, either party shall have the right to submit the dispute or grievance to arbitration.
- 23.5 STEP 4: If the matter is submitted to arbitration the parties shall select an impartial arbitrator within fourteen (14) calendar days after the request is made to arbitrate. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within seven (7) calendar days thereafter request the Public Employees Relations Commission to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seven (7) calendar days after its receipt, the parties shall meet, whereupon the aggrieved party shall strike the first (1st) name, then each will alternately strike one (1) of the names submitted until only one name remains. The person whose name remains shall be selected as the sole arbitrator.

- A. Matters involving discipline of a commissioned law enforcement officer submitted to arbitration to PERC shall be handled in accordance with state law
- 23.6 The arbitrator shall commence hearings within a reasonable period of time after his/her selection and shall render his/her award in writing within thirty (30) calendar days. The award of the arbitrator, together with his/her written findings and conclusions shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. The Arbitrator is not vested with the power to change, alter, or modify this Agreement in any of its parts.
- 23.7 The arbitrator's fees and expenses, and the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the party incurring them.
- 23.8 The Employer and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the above time limits deprive the arbitrator of authority to decide the grievance.

ARTICLE 24 - UNIFORMS AND EQUIPMENT

- 24.1 The Employer shall furnish employees with uniforms and equipment required to perform their assigned duties, including personal side arms. Initial issue of uniforms shall be provided by the Employer to employees, excluding detectives, (detectives shall receive a \$500.00 yearly clothing allowance in lieu of uniforms) for the following:
- 1-Identification card with photo
 - 1-Identification ID holder
 - 1-Selah Police Badge
 - 3- Fitted jumpsuits (choice of winter or summer)
 - 1-Duty pants (formal dress occasions)
 - 1-Short sleeve shirt (formal dress occasions)
 - 1-Tie
 - 1-Tie bar
 - 1-Threat Level IIIA body armor
 - 1- Outer Duty belt
 - 1-Inner duty belt
 - 1-Duty holster
 - 4-Belt keepers
 - 1- Mag pouch – double or triple at (officer's choice)
 - 1-Radio holder
 - 1-Portable radio
 - 1-Pepper spray holder
 - 1-ASP expandable baton
 - 1-ASP baton holder

- 1-Handcuff case (choice of single or double)
- 2-Handcuff sets
- 1-Taser
- 1-Taser holder
- 1-AR15 Rifle with suppressor
- 1-Flashlight holder
- 1-Flashlight

- A. Any special or custom modifications would be at the officers' expense. Patches, badges (hard & cloth) and other equipment as deemed appropriate. Any item issued to one officer will be issued to all unless there is a specific reason or requirement to be met (i.e. bike patrol uniforms), as determined by the department, will be issued to qualified personnel.
- B. All protective clothing and safety equipment required of employees in the performance of their duties shall be purchased by and remain the property of the Employer. Upon quitting or discharge, all property of the Employer shall be returned to the Chief of Police or designee.

24.2 The Employer agrees to purchase and/or replace any uniforms and/or equipment specified in Section 24.1 above, at no cost to the employee. The determination as to serviceability shall be made by the Chief of Police or designee.

24.3 The Employer agrees to provide for the cleaning and repair of uniforms and/or equipment specified in Section 24.1 above. Upon initial hire and January each year thereafter, the Employer agrees to provide \$225.00 per employee for footwear. Additionally, the Employer will replace footwear damaged in the line of duty.

- A. It shall be the responsibility of each employee to maintain a presentable appearance at all times when on duty.

24.4 Handguns & Rifle: The Department shall issue, and each Officer shall carry as his/her duty firearms a Department-owned pistol and rifle. The pistol shall be equipped with a night sight and/or reflex type sights. The rifle shall be equipped with a sound suppressor.

ARTICLE 25 - EDUCATIONAL AND LONGEVITY INCENTIVE

25.1 It is agreed between the parties that education, when related to the job function, has intrinsic value to the community and to the employee in the performance of his/her service. Any Regular Full-Time Employee shall be eligible for and receive educational incentive pay for college degrees earned at the following scale:

Education Advancement	Additional Compensation per month
AA Degree(s):	2% of base pay
BA or BS Degree(s):	4% of base pay
MA, MS, or Higher Degree(s):	6% of base pay

- 25.2 In no event will more than one (1) allotment of educational incentive pay be received by any one (1) employee.
- 25.3 Each Regular Full-Time Employee with an AA, BA, BS, MA, MS or higher Degree from an accredited institution at the time of ratification of this Agreement by both parties shall automatically qualify for and receive educational incentive pay under Section 25.1, irrespective of field of study and the arguable extent to which such degree(s) relate to job function. A degree earned by any Regular Full-Time Employee after ratification of this Agreement and/or a degree possessed by an employee who becomes a Regular Full-Time Employee after ratification of this Agreement will qualify for educational incentive pay under Section 25.1 only if the degree is sufficiently related to the job function, and any disagreement between the City and the Union regarding such determination will be handled through the grievance process.
- 25.4 Longevity Incentive Pay: Each full-time employee of the bargaining unit shall receive longevity pay, based upon the schedule below as a separate check, less standard deductions. Time served shall include all time worked for the Employer as part of the City of Selah. Longevity pay will be issued the Monday prior to Thanksgiving Day and it will be calculated on the annual base pay (not including overtime) as of November 15th of each year. After an employee has worked for the City for five (5) years and then separates employment for any reason, he/she will receive pro-rated longevity pay.

Length of Service:	Incentive Pay
0-60 months of service	Zero
61-120 months of service	3% of annual base pay
121-180 months of service	5% of annual base pay
181-240 months of service	6% of annual base pay
240+ months of service and over	8% of annual base pay

ARTICLE 26 - UNION ACTIVITY

- 26.1 Non-Discrimination: No employee shall be unlawfully discriminated against for upholding lawful Union principles. Any employee who works under the instructions of the Union or who serves on a committee shall not lose his/her job or be discriminated against for this reason, provided such activities do not interfere with the employee's duties. No employee shall suffer a reduction in wages or more favorable working conditions due to the signing of this Agreement.
- 26.2 Union Investigative and Visitation Privileges: The Business Representative of the Union, with the permission of the Chief of Police or designee, may visit the work location of an employee at any reasonable time and location for the purpose of investigating grievances. Such Representative shall limit his/her activities during such investigations

to matters relating to this Agreement; provided however, he/she shall not interfere with operations or normal routine.

- 26.3 Bulletin Board: The Employer agrees to provide suitable space to be used as a Union bulletin board. Posting by the Union on such board is to be confined to official business of the Union.

ARTICLE 27 - GENERAL PROVISIONS

- 27.1 Medical Exams: Any physical examination, T.B. skin test, and/or X-rays, required by the Employer shall be taken on Employer time whenever practical, and shall be paid by the Employer, provided said services are by a physician or institution specified by the Employer.
- 27.2 Standards: The Union recognizes the right of the Employer to establish such reasonable Employer rules as the Employer may deem necessary, provided that such rules are not in conflict with the terms and provisions of this Agreement. Employees shall be made aware of such rules and the rules are to be applied equally to all employees of the Employer.
- 27.3 Non-Discrimination: The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, heredity, ethnicity, national origin sex, sexual orientation, gender, gender identity, religion, creed, age lesser than forty (40), marital status, family status, relationship status, veteran status, actual or perceived disability, and/or necessity of reasonable accommodation(s), nor will the Employer limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of one or more of such factors.
- 27.4 Travel and Training: The employee shall continue to complete professional training and re-qualification requirements of the Employer, and as may be required by State regulations. The Employer will pay the actual costs of the training classes, including approved travel and lodging expenses. The Employer shall provide a city-owned vehicle for travel use by the employee for training whenever possible, and will reimburse travel expenses when an employee uses his/her personal vehicle. The Employer shall provide the use of a City credit card for lodging expenses during training whenever possible and will reimburse lodging expenses when incurred personally by an employee. The Employer shall pay per diem meal rates to the employee. The general per diem rates are \$14.00 for breakfast, \$18.00 for lunch, and \$30.00 for dinner. The Employer may increase the per diem amounts when an employee attends meetings or training classes in designed high-cost areas or when training or meetings are held at specific high-costs locations, when authorized or required by the Chief of Police and/or City Administrator.
- A. When per diem rates are utilized, the employee shall be paid each diem amount, and no receipts shall be required. Employees shall not be required to account for expenses or justify the use of per diem dollars by completing expense reports

upon returning from training or meetings. When increased amounts are authorized, the Employer may authorize the use of a City credit card and/or require receipts for reimbursement. In those cases, the employee shall be required to provide receipts and follow City policy.

1. Per diem checks shall be provided to employees when requested and authorized by the Chief of Police at least seven (7) calendar days in advance.

B. Training time will not be charged to an employee's accrued leave. The Employer will reasonably attempt to schedule such mandatory training sessions for the on-duty time when practical. Training conducted within Yakima County shall not entitle an employee to reimbursement for travel and lodging expenses. For use of an employee's personal vehicle, the City shall reimburse the employee at the current Internal Revenue Service mileage rate at the time travel expense is incurred.

27.5 Gender: Where one or more specific genders have been used in any provision of this Agreement, such usage is solely for the purpose of illustration and shall not in any way be used to designate or limit the gender(s) of any employee who is eligible for any position, classification, or the benefits provided in this Agreement.

27.6 Bargaining Unit Work: Only employees who are members of the bargaining unit shall perform work of the bargaining unit, except (a) in the case of an emergency beyond the Employer's control; and/or (b) for the purpose of instruction, training, or to assist in the handling of special events.

27.7 Federal Law Enforcement Officer Safety Act 18USC926C. The Employer agrees to issue photographic identification to all retired members of the Selah Police Department who meet the criteria established by the Federal Law Enforcement Officers Safety Act (LEOSA) as currently enacted or later revised, and any equivalent replacement or successor.

A. The Employer agrees to authorize the retired members of the Selah Police Department the opportunity qualify on an annual basis with a department certified firearms instructor, provided the retired member may be required to sign any waiver required and provide his/her own ammunition.

B. The Chief of Police shall be authorized to open the qualification to other retired Law Enforcement Officers at his/her sole discretion, provided there is no additional expense to the City of Selah.

ARTICLE 28 - PERSONNEL FILES

28.1 Each employee shall have the right to review material in his/her personnel files during regular business hours. The employee may have a representative of the Union accompany him/her if so desired. Upon request, copies of documents in the personnel file shall be provided to the employee.

- 28.2 The personnel files will contain all evaluation reports and such other material that would assist in evaluating the employee.
- 28.3 Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel files.
- 28.4 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photographs, shall be confidential and shall restrict the use of information in the files to official use by the Employer.
- 28.5 Disciplinary Records
- A. Warnings, Counseling.
1. Warning, counseling, and verbal reprimands that are documented shall only constitute an "active" part of the employee's disciplinary record for a duration of one (1) year for the purpose of future progressive discipline.
- B. Minor Discipline.
1. Instances of minor discipline, including but not limited to a written reprimand or suspension for a duration not exceeding forty (40) hours, shall only constitute an "active" part of the employee's disciplinary record for a duration of three (3) calendar years for the purpose of future progressive discipline.
- C. Major Discipline.
1. Instances of major discipline, including but not limited to suspensions exceeding forty (40) hours, demotions, and terminations, shall constitute an "active" part of the employee's disciplinary record indefinitely for the purposes of future progressive discipline.
- D. Public Records: The Union agrees that the Employer is required to maintain all disciplinary records according to state statutes and the Public Records Act (RCW 42.56) of the State of Washington.

ARTICLE 29 – NO STRIKE – NO LOCK OUT

- 29.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited. The Employer may discharge and/or discipline any employee who violates this Section. No employee shall be entitled to any pay and/or benefits for the period in which he/she is engaged in any strike, slowdowns, work stoppages or other interference with work. Nothing contained herein shall preclude the

Employer from obtaining judicial restraint and damages in the event of a violation of this Article. No lockout of employees shall be instituted by the Employer.

ARTICLE 30 - SAVINGS CLAUSE

- 30.1 If any sentence, clause, Article or Section of this Agreement or any portion of the Appendixes hereto should be held partially invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement and the balance of the Appendixes shall continue in full force and effect. The Article, Section or portion held invalid shall be modified as required by law or the tribunal of competent jurisdiction or shall be re-negotiated for the purpose of an adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the grievance procedure outlined in this Agreement shall be applicable.

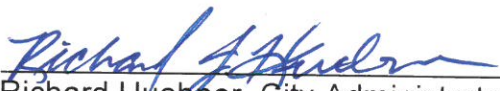
ARTICLE 31 - TERM OF AGREEMENT

- 31.1 This Agreement shall be in full force and effect from January 1, 2024 and shall remain in full force and effect through December 31, 2026. Either party may, upon one hundred sixty (160) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate amendments.
- 31.2 This Agreement shall be governed by 41.56 RCW and the rules as set by the Public Employees Relations Act for public employees.

SIGNED FOR THE CITY:
MUNICIPALITY OF SELAH


By 
Roger Bell, Mayor

Date 4-9-24

By 
Richard Huebner, City Administrator

Date 04/10/2024

SIGNED FOR THE UNION:
TEAMSTERS LOCAL UNION NO. 760

By 
Richard A. Salinas, Secretary Treasurer

Date 3.27.24

ORIGINAL

APPENDIX A

ARTICLE 1A

1.A.1 The following compensation schedule for employees of this bargaining unit shall be effective January 1, 2024. Although this Agreement will be voted upon, ratified and become effective subsequent to such effective date, the parties agree that employees shall receive retroactive pay for any hours worked or taken as paid leave from January 1, 2024, through the date that this Agreement becomes effective, as allowed by RCW 41.56.950 and other law and consistent with the parties' during-negotiation interim understanding that retroactivity would occur. The Employer shall issue all retroactive payments, less ordinary withholdings and deductions, prior to or concurrently with the second payroll following the effective date of this Agreement.

2024	5.5% increase above the 2023 rates.
2025	5.0% increase above the 2024 rates.
2026	4.5% increase above the 2025 rates.

Classification	Monthly Base Compensation Rate			
	2023	2024	2025	2026
Sergeant	\$7,954	\$8,391	\$8,811	\$9,208
Detective	\$7,158	\$7,552	\$7,930	\$8,287
Master Patrol Officer (49+ Months)	\$6,917	\$7,297	\$7,662	\$8,007
1 st Class (37-48 Months)	\$6,243	\$6,586	\$6,915	\$7,226
2 nd Class (25-36 Months)	\$5,609	\$5,918	\$6,214	\$6,494
3 rd Class (13-24 Months)	\$5,279	\$5,569	\$5,847	\$6,110
Probationary (0-12 Months)	\$4,662	\$4,918	\$5,164	\$5,396

1.A.2 All Sergeants will be compensated at fifteen percent (15%) above the Master Patrol Officer rate. The Detective will be compensated at three-and-one-half percent (3.5%) above the Master Patrol Officer rate.

1.A.3 Employees will automatically advance to the next higher classification after serving for twelve (12) calendar months at a lower classification, until they have reached the Master Police Officer classification. Employees on entry level probation will advance after twelve (12) calendar months. The probationary employee definition and requirements outlined in Article 5-Definitions do not apply to the classification for pay steps as outlined in this Agreement.

WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

City of Selah - Police Department

Employer Name
115 W Naches Ave

Address
Selah WA 98942
City State Zip Code

Teamsters Local Union 760

Labor Organization (Union) Name
1211 W Lincoln Ave

Address
Yakima WA 98902
City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 1.1.24 to: 12.31.26

New Account Renewal — Account No. 105510 Approximate No. of Covered Employees _____

INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) _____

Employer is: Public Entity Corporation - State of _____ Partnership Sole Proprietorship LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: _____

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

<u>COVERAGE IN BARGAINING AGREEMENT</u> (For renewals, list all coverages, not just changes)		Monthly Rate
Medical Plan	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input checked="" type="checkbox"/> Z	\$ 1374.70
Life/AD&D	<input type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent	\$
	<input type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent	
	<input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent	
Weekly Time Loss	<input type="checkbox"/> E - \$500 <input type="checkbox"/> A - \$400 <input type="checkbox"/> B - \$300 <input type="checkbox"/> C - \$200 <input type="checkbox"/> D - \$100	\$
Disability Waivers	<input checked="" type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only	\$ 11.40
Domestic Partners	<input type="checkbox"/> Domestic Partners – Medical	\$
Dental Plan	<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	\$ 120.50
Domestic Partners	<input type="checkbox"/> Domestic Partners – Dental	\$
Vision Plan	<input type="checkbox"/> EXT	\$ 17.10
Domestic Partners	<input type="checkbox"/> Domestic Partners – Vision	\$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? Yes No. If yes, attach a Subscription Agreement for each change.

EFFECTIVE DATE OF CONTRIBUTIONS - A Subscription Agreement must be submitted in advance of the effective date below.

Contributions above are effective (month, year) January, 20 24 based on employment in the prior month.

Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer Roger [Signature] For Union Ricardo Salin
 Title/Assn Mayor Date 4-16-24 Title Sec Treasurer Date 3.27.24

ELIGIBILITY TO PARTICIPATE IN TRUST

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

ACCEPTANCE OF TRUST AGREEMENT

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

APPROVAL OF TRUSTEES

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date _____

Administrative Agent
Washington Teamsters Welfare Trust

THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

EMPLOYER – UNION PENSION CERTIFICATION

THE UNDERSIGNED EMPLOYER AND UNION HEREBY CERTIFY THAT A WRITTEN LABOR AGREEMENT IS IN EFFECT BETWEEN THE PARTIES PROVIDING FOR CONTRIBUTIONS TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND ("TRUST FUND") AND THAT SUCH AGREEMENT CONFORMS TO THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (AS REPRODUCED ON THE REVERSE OF THIS FORM) AND IS NOT OTHERWISE DETRIMENTAL TO THE PLAN. A COMPLETE COPY OF THE LABOR AGREEMENT IS ATTACHED OR, IF NOT YET AVAILABLE, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE. THE UNDERSIGNED AGREE THAT THE PROVISIONS OF ANY MEMORANDUM OF UNDERSTANDING, SUPPLEMENT, AMENDMENT, ADDENDUM OR OTHER MODIFICATION OF THE LABOR AGREEMENT DIRECTLY OR INDIRECTLY AFFECTING THE EMPLOYER'S OBLIGATION TO CONTRIBUTE TO THE TRUST FUND SHALL NOT BIND THE TRUSTEES UNLESS AND UNTIL A COMPLETE WRITTEN AND SIGNED COPY OF THOSE PROVISIONS IS FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AND ACCEPTED BY THE TRUSTEES, AND FURTHER AGREE TO FURNISH THOSE PROVISIONS TO THE AREA ADMINISTRATIVE OFFICE IN A TIMELY MANNER. IF A NEW PENSION ACCOUNT, THE EMPLOYER AGREES TO PROVIDE THE AREA ADMINISTRATIVE OFFICE WITH COMPLETED PAST EMPLOYMENT DATA FORMS. THE NEGOTIATING PARTIES CERTIFY THAT THIS DOCUMENT HAS NOT BEEN MODIFIED IN ANY MANNER.

NAME OF EMPLOYER City of Selah NAME OF ASSOCIATION _____
IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYERS, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER
 STREET ADDRESS 115 W Naches Ave CITY, STATE, ZIP CODE Selah WA 98942
 EFFECTIVE DATE OF THIS LABOR AGREEMENT 1/1/24

IF THIS CERTIFICATION IS SIGNED BY AN ASSOCIATION, THE ASSOCIATION WARRANTS AND REPRESENTS THAT IT HAS WRITTEN AUTHORIZATION FROM EACH LISTED EMPLOYER TO SIGN THIS CERTIFICATION AND TO SIGN THE LABOR AGREEMENT ON BEHALF OF SUCH EMPLOYER (IF THE LABOR AGREEMENT IS NOT SIGNED BY THE EMPLOYER).

INDICATE:

RENEWAL NEW PENSION ACCOUNT PREVIOUSLY MADE PENSION CONTRIBUTIONS
 NEW PENSION ACCOUNT BUT EMPLOYER
 EMPLOYER OWNERSHIP CHANGE DATE OF CHANGE _____ SELLER _____
 EMPLOYER IS PART OF A CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES
 NAME OF PARENT COMPANY _____

STREET ADDRESS _____ CITY, STATE, ZIP _____
 FOR LABOR AGREEMENT RENEWALS:
 INDICATE PENSION ACCOUNT NUMBER(S) 413734, 414129

EMPLOYER IS A: CORPORATION PARTNERSHIP UNINCORPORATED SOLE PROPRIETORSHIP
 PUBLIC ENTITY LIMITED LIABILITY COMPANY (INDICATE - PARTNERSHIP CORPORATION
(PARTNERS OR UNINCORPORATED OWNERS ARE INELIGIBLE TO PARTICIPATE PERSONALLY IN THIS TAX-EXEMPT TRUST.)

APPROXIMATE NUMBER OF COVERED EMPLOYEES 16

THE UNDERSIGNED UNION AND EMPLOYER AGREE TO BE BOUND BY THE WESTERN CONFERENCE OF TEAMSTERS AGREEMENT AND DECLARATION OF TRUST AND PENSION PLAN AS NOW CONSTITUTED OR AS HEREAFTER AMENDED, AND TO BE BOUND BY THE ACTS OF THEIR RESPECTIVE UNION AND EMPLOYER TRUSTEES OR THEIR SUCCESSORS. THE EMPLOYER AGREES TO PAY THE TRUST FUND THE PENSION CONTRIBUTIONS SPECIFIED IN THE LABOR AGREEMENT WITH THE UNION. THE UNDERSIGNED UNION AND EMPLOYER SHALL BECOME PARTIES TO SAID AGREEMENT AND DECLARATION OF TRUST UPON ACCEPTANCE AS SUCH BY THE TRUSTEES. UPON THE EXPIRATION OF THIS OR ANY SUBSEQUENT LABOR AGREEMENT, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST FUND IN THE SAME AMOUNT AND MANNER AS REQUIRED IN THE MOST RECENT EXPIRED LABOR AGREEMENT UNTIL SUCH A TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTERS INTO A SUCCESSOR LABOR AGREEMENT WHICH CONFORMS TO THE TRUSTEE POLICY, WHICHEVER EVENT OCCURS FIRST. SIMILARLY, THE TRUSTEES RESERVE THE RIGHT TO GIVE NOTICE TO THE EMPLOYER AND UNION OF INTENT TO TERMINATE ACCEPTANCE OF FURTHER CONTRIBUTIONS FROM THE EMPLOYER. THE UNDERSIGNED AGREES THAT UPON RENEWAL OF THE LABOR AGREEMENT A COMPLETE COPY OF THE RENEWED LABOR AGREEMENT, INCLUDING MODIFICATIONS TO THE AGREEMENT, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE; AND, UPON WRITTEN ACCEPTANCE OF THE RENEWED LABOR AGREEMENT BY THE TRUSTEES, THE FOREGOING TERMS OF THE EMPLOYER-UNION PENSION CERTIFICATION SHALL BE APPLICABLE TO SUCH RENEWAL OF THE LABOR AGREEMENT. THE UNDERSIGNED UNION AND EMPLOYER ACKNOWLEDGE RECEIPT OF THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970 AND OF THE TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE THE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS.

UNION Teamsters Local Union 760
 BY Richard A. Salinas DATE 3/27/24
(SIGNATURE)
Richard A. Salinas
(PRINT NAME OF INDIVIDUAL SIGNING)

EMPLOYER City of Selah
 BY Roger L. Bell DATE 4-16-24
(SIGNATURE)
Roger L. Bell
(PRINT NAME OF INDIVIDUAL SIGNING)

TITLE Sec Treasurer PHONE NO. 509.452.7194 TITLE Mayor PHONE NO. 509-698-7332

ACCEPTED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND.

BY _____ DATE _____

TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970

(As revised for amendments, extensions and new Pension Agreements effective on or after January 1, 2020)

It is the policy of the Trustees of the Western Conference of Teamsters Pension Trust Fund to accept as Employer Contributions only payments made in accordance with a Pension Agreement that is not detrimental to the Plan. The determination of whether or not a Pension Agreement is detrimental to the Plan shall be made by the Trustees in their sole discretion. However, the list of provisions that follows is furnished as an illustration of those whose inclusion in a Pension Agreement may result in a determination by the Trustees that the Pension Agreement is detrimental to the Plan. It should be noted, however, that the list is not intended as an inclusive list of all such types of provisions.

1. Provisions that limit the employees on whose account contributions are to be made to those above a specific age.
2. Provisions that limit the employees on whose account contributions are to be made to those who will be eligible for retirement within a specified period.
3. Provisions that limit the persons on whose account contributions are to be made to those who have satisfied a specific minimum period of employment or seniority, except that persons performing the work of the bargaining unit may, for a period not to exceed ninety (90) calendar days, be covered under a contribution rate not less than ten (10) cents per hour, including PEER, from their first date of employment or utilization.
4. Provisions that limit the employees on whose account contributions are to be made to those who have worked more than a specified minimum number of hours in a particular period.
5. Provisions that permit contributions on a basis that will produce a contribution less than on all straight time hours worked by the employee, provided that for purpose of this rule paid vacation and paid holiday hours shall be included in straight time hours worked.
6. Provisions which permit or require pension contributions for persons who are not performing the work of the bargaining unit.
7. Provisions which reduce contributions for each compensable hour to less than that which applied prior to any date, except as provided in Number 3 above.
8. Provisions that provide different contribution rates within the same job classification other than during the specified waiting period as defined in Number 3 above. (Different contribution rates for substantially different job descriptions or classifications are permissible as determined by the Trustees in their sole discretion. To illustrate this concept: driver, warehouse, office, mechanic, sales, production would be considered substantially different descriptions/classifications under this provision.)

In administering the foregoing provisions, the Trustees, with regard to the interpretation of these Guidelines, will attempt to accommodate the bona fide needs of the parties to Pension Agreements as long as the Pension Agreements are not detrimental to the Plan. The Trustees, while retaining sole discretion over these issues, invite the parties to Pension Agreements to present proposals to the Trustees in advance of their adoption so that the Trustees may advise the parties on the acceptability of such proposals.

TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS

If a Covered Employer has been on referral to the Trust Fund's attorneys for a period of three months or more for collection of delinquent pension contributions due under a Pension Agreement, then the decision of whether to accept as a Pension Agreement any extensions, renewal, modification or replacement of that Pension Agreement shall be made by the Chairman and Co-Chairman/Secretary, acting jointly, rather than by an Area Administrative Office of the Trust Fund.

This Policy shall not apply to an extension, renewal, modification or replacement of a Pension Agreement where the sole reason the Covered Employer is on referral is a delinquency discovered through an examination of the books and records of the Covered Employer by the Trustees or their representatives or resulting from a Trust billing for contribution amounts supplemental to amounts the Covered Employer has reported to the Trust Fund on monthly transmittal report forms.

This Policy is supplemental to, and not in derogation of, the existing authority of the Chairman and Co-Chairman/Secretary to determine whether a collective bargaining agreement or other written agreement qualifies as a Pension Agreement and whether Employer Contributions under such agreement are accepted under the rules and regulations of the Trust Fund.

RETIREE'S WELFARE TRUST

SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT

THE UNDERSIGNED EMPLOYER AND LABOR ORGANIZATION CONFIRM, AS A CONDITION PRECEDENT TO PARTICIPATION IN THE RETIREE'S WELFARE TRUST, THAT THEY ARE PARTIES TO A COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR CONTRIBUTIONS TO BE MADE TO THE TRUST ON BEHALF OF ALL BARGAINING UNIT EMPLOYEES FOR WHICH THE EMPLOYER IS REQUIRED TO CONTRIBUTE. UPON EXPIRATION OF THE CURRENT OR ANY SUBSEQUENT BARGAINING AGREEMENT REQUIRING CONTRIBUTIONS, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST IN THE SAME MANNER AND AMOUNT AS REQUIRED IN THE MOST RECENT EXPIRED BARGAINING AGREEMENT UNTIL SUCH TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTER INTO A SUCCESSOR BARGAINING AGREEMENT WHICH CONFORMS TO THE TRUST POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS, WHICHEVER OCCURS FIRST. THE PARTIES AGREE TO PROVIDE THE TRUST OFFICE WITH A COPY OF THE CURRENT AND ALL FUTURE COLLECTIVE BARGAINING AGREEMENTS.

RETIREE PLAN (Check one): RWT-PLUS RWT-XL

EFFECTIVE DATES OF CURRENT BARGAINING AGREEMENT: 01/01/24 to 12/31/26
If a new Bargaining Agreement, first payment is due the Trust based on hours worked effective _____

ACCEPTANCE OF TRUST AGREEMENT

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF A COPY OF THE TRUST AGREEMENT AND TRUST POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (SEE THE BACK OF THIS FORM FOR THE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS), AND ACCEPT AS THEIR REPRESENTATIVES FOR PURPOSES OF PARTICIPATING IN THE TRUST, THE JOINT LABOR AND MANAGEMENT TRUSTEES SERVING ON THE BOARD OF TRUSTEES AND THEIR DULY APPOINTED SUCCESSORS. THE UNDERSIGNED EMPLOYER AND LABOR ORGANIZATION, BY EXECUTION OF THIS SUBSCRIPTION AGREEMENT, CONSENT TO BE BOUND BY THE TERMS OF THE TRUST AGREEMENT GOVERNING THE RETIREE'S WELFARE TRUST, INCLUDING ANY SUBSEQUENT AMENDMENTS THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGE THAT WITH EACH SUCCESSIVE COLLECTIVE BARGAINING AGREEMENT TO THE ONE IDENTIFIED ABOVE THAT PROVIDES FOR CONTRIBUTIONS TO CONTINUE TO BE MADE TO THE RETIREE'S WELFARE TRUST, THE PARTIES AGREE TO CONTINUE TO BE BOUND BY THE TERMS OF THE TRUST AGREEMENT AND ANY SUBSEQUENT AMENDMENTS THERETO. THIS SUBSCRIPTION AGREEMENT WILL AUTOMATICALLY CONTINUE UNTIL SUCH TIME AS CONTRIBUTIONS ARE NO LONGER REQUIRED TO BE MADE TO THE TRUST UNDER A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES; HOWEVER, THE TRUST RESERVES THE RIGHT TO DISALLOW OR TERMINATE PARTICIPATION IN THE TRUST UPON FAILURE TO EXECUTE THIS SUBSCRIPTION AGREEMENT OR TO COMPLY WITH THE TRUST AGREEMENT OR POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS.

EMPLOYER (Name and Address)

City of Selah _____

115 W Naches Ave _____

Selah WA 98942 _____

By: *Proctor BOD*
Title: Mayor Date: 4-16-24

LABOR ORGANIZATION (Name and Address)

Teamsters Local Union 760 _____

1211 W Lincoln Ave _____

Yakima WA 98902 _____

By: *Rimoldi Salin*
Title: Sec Treasurer Date: 03/27/24

APPROVAL OF TRUSTEES This subscription agreement has been accepted by the Retiree's Welfare Trust:

By: _____ Title: _____ Date: _____

RETIREE'S WELFARE TRUST

POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS

It is hereby declared to be the policy of the Retiree's Welfare Trust to accept as Employer contributions only payments made in accordance with a Collective Bargaining Agreement and/or Written Agreement, which is not detrimental to the Plan.

Accordingly, a Collective Bargaining Agreement and/or Written Agreement which:

- Does not require monthly contributions to be made on behalf of all persons who perform work in the classifications or categories covered in such Collective Bargaining Agreement; or
- Requires a minimum waiting period of employment before contributions are owing; or
- Limits employees on whose account monthly contributions are to be made to those who are compensated for more than eighty (80) hours per month,

will be deemed to be detrimental to the Retiree's Welfare Trust and said contributions will not be acceptable.

The foregoing is only an illustration of Collective Bargaining Agreement and/or Written Agreement provisions, which the Trustees have deemed to be detrimental to the Plan and should not be considered as an all-inclusive list of all such types of provisions.

The determination of whether or not a Collective Bargaining Agreement and/or Written Agreement is detrimental to the Plan shall be made by the Trustees in their sole discretion.

NOTE: *There is a separate policy on acceptance of employer contributions in the Food Processing Industry. A copy may be obtained from the Trust Administrative Office.*

Retiree's Welfare Trust

2323 Eastlake Avenue East
Seattle, WA 98102
(206) 329-4900



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/9/2024

Agenda Number: 13F

Action Item

Item: Resolution Approving New Collective Bargaining Agreement with Police Clerks and Limited-Commissioned Officers for 2024-2026

From: Rob Case, City Attorney

Staff Recommendation: Approve the Resolution in the form presented

Board/Commission Recommendation: N/A

Fiscal Impacts: Multiple and various fiscal impacts, not all of which can be easily summarized. Among other things, the fiscal impacts include the following:

(1) [per Appendix A] annual raises of 5.5% during 2024 (which will be retroactive to January 1, 2024), 5.0% during 2025, and 4.5% during 2026 (and, relatedly, the City's employer-side federal tax payments will correspondingly increase);

(2) [per Article 25] increased educational incentive pay levels of 2.0% of base pay for AA degrees, 4.0% of base pay for BA or BS degrees, and 6.0% of base pay for MA, MS or higher degrees (in comparison to \$25.00 per month for AA degrees, \$50.00 per month for BA or BS degrees, and \$75.00 per month for MA, MS or higher degrees as the applicable levels under the prior CBA; and the standards for a degree to qualify were also different);

(3) [also per Article 25] increased longevity incentive pay levels of 3.0% of base pay after 61 months of service, 5.0% of base pay after 121 months of service, 6.0% of base pay after 181 months of service, and 8.0% of base pay after 241 months of service (in comparison to 2.0% after 61 months of service, 5.0% after 121 months of service, and 7.0% after 214 months of service as the applicable levels under the prior CBA);

(4) [per Article 24] adjusted uniform and equipment allotments and financial allowance for the limited-commissioned officer(s), including \$225.00 annually for footwear (in comparison to \$150.00 annual under the prior CBA);

(5) [per Article 16] higher premium payments by the City for employee coverage under a medical plan, dental plan and vision plan (the same plans from the prior CBA will continue to be used, but the premiums have increased due to the passage of time);

(6) [per Article 12] the addition of Juneteenth as a paid holiday; and

(7) [also per Article 12] adjusted and increased vacation accrual rates of 8 hours per month through 60 months of service, 11 hours per month at 61 months of service, 13 hours per month at 121 months of service, 15 hours per month at 181 months of service, and 17 hours per

month at 241 months of service (in comparison to rates of 6.67 hours per month through 84 months of service, 10 hours per month at 85 months of service, 12 hours per month at 121 months of service, and 13.33 hours per month at 181 months of service as the applicable rates – which were recited in terms of days, rather than hours – under the prior CBA).

Funding Sources: General Fund 001.

Background/Findings/Facts: Until recently, the police clerks and limited-commission officer(s) of the Selah Police Department were included within the same union group as the police sergeants and full-commission officers. While they were included within the same union group as the police sergeants and full-commissioned officers, the police clerks and limited-commissioned officer(s) were governed by the same Collective Bargaining Agreement – labeled “Police Department Agreement” and also including multiple Memorandum of Understanding – that governed the police sergeants and full-commissioned officers.

The existing Collective Bargaining Agreement expired at the conclusion of 2023 but has continued to govern the parties’ relationship during early 2024 as negotiations progressed on drafting and implementing a new agreement for the police clerks and limited-commissioned officer(s). A copy of the now-expired Agreement is appended to this AIS, for comparison sake to the new Collective Bargaining Agreement that is the subject of this AIS.

A new Agreement – labeled “Collective Bargaining Agreement” – has been drafted following extensive negotiations between City management and the business agent of Teamsters Local Union No. 760. It is the subject of the instant AIS and a copy is appended hereto.

The new Agreement – including its Appendix A – measures 27 pages in length. The text changes – both in terms of substance and in terms of organization – are too extensive to enable a “redline” version that depicts each of the changes.

The most-notable fiscal impacts are summarized above in this AIS. As to wages, the replacement Agreement specifies, among other things, that the covered union-member employees will “receive retroactive pay for any hours worked or taken as paid leave from January 1, 2024, through the date that th[e] Agreement becomes effective”.

The new Agreement has been approved and signed by Richard A. Salinas, as the Secretary-Treasurer of Teamsters Local Union No. 760. City management is hereby requesting the City Council’s corresponding approval of the new Agreement. More fully, City Management seeks – via the attached proposed Resolution – the City Council’s and grant of authority for the Mayor and City Manager to sign and enter into, on behalf of the City, (1) the 27-page new Collective Bargaining Agreement with police clerks and limited-commissioned officer(s); and (2) any related or necessary additional documents, such as Trust subscription forms and/or Pension certification forms, to effectuate entry into and fulfillment of such replacement Collective Bargaining Agreement. Copies of some of the “additional documents” are also appended to this AIS.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
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RESOLUTION NO. 313

RESOLUTION APPROVING NEW COLLECTIVE BARGAINING AGREEMENT
WITH POLICE CLERKS AND LIMITED-COMMISSIONED OFFICERS FOR
2024-2026

WHEREAS, until recently, the police clerks and limited-commission officer(s) of the Selah Police Department were included within the same union group as the police sergeants and full-commission officers; and

WHEREAS, while they were included within the same union group as the police sergeants and full-commissioned officers, the police clerks and limited-commissioned officer(s) were governed by the same Collective Bargaining Agreement – labeled “Police Department Agreement” and also including multiple Memorandum[s] of Understanding – that governed the police sergeants and full-commissioned officers; and

WHEREAS, the existing Collective Bargaining Agreement expired at the conclusion of 2023 but has continued to govern the parties’ relationship during early 2024 as negotiations progressed on drafting and implementing a new agreement for the police clerks and limited-commissioned officer(s); and

WHEREAS, a new agreement – labeled “Collective Bargaining Agreement” – has been drafted following extensive negotiations between City management and the business agent of Teamsters Local Union No. 760; and

WHEREAS, the new Collective Bargaining Agreement – including its Appendix A – measures 27 pages in length; and

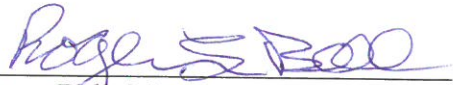
WHEREAS, the new Collective Bargaining Agreement specifies, among other things, that the covered union-member employees will “receive retroactive pay for any hours worked or taken as paid leave from January 1, 2024, through the date that th[e] Agreement becomes effective”; and

WHEREAS, the new Collective Bargaining Agreement that is the subject of the instant Resolution has been approved and signed by Richard A. Salinas, as the Secretary-Treasurer of Teamsters Local Union No. 760; and

WHEREAS, the City Council finds that good cause exists for approving the new Collective Bargaining Agreement that is the subject of the instant Resolution;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor and City Administrator be and are authorized to sign and enter into, on behalf of the City, (1) the 27-page new Collective Bargaining Agreement with the police clerks and limited-commissioned officer(s) in the form appended hereto, and (2) any related or necessary additional documents, such as Trust subscription forms and/or Pension certification forms, to effectuate entry into and fulfillment of such replacement Collective Bargaining Agreement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, this 9th day of April, 2024.




Roger Bell, Mayor

ATTEST:



Kimberly Grimm, Clerk Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney

COLLECTIVE BARGAINING AGREEMENT

By and Between the

City of Selah, Washington



And

Teamsters Local Union No. 760



**Representing the Records, Clerical, and Limited Commission
Employees of the Selah Police Department**

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

ORIGINAL

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 This Agreement is made and entered into by and between the CITY OF SELAH, WASHINGTON, a Municipal Corporation, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION NO. 760, the certified collective bargaining representative, hereinafter referred to as the "Union," for the purpose of fixing the wages, hours and working conditions affecting the employees.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full time, regular part time and temporary Records, Clerical and Limited Commissioned law enforcement employees in the City's Police Department, excluding all fully commissioned uniformed personnel, supervisors, and confidential employees.

ARTICLE 3 – UNION SECURITY AND DUES CHECK-OFF

- 3.1 Employees of the Employer covered by this Agreement may, following the beginning of such employment join the Union.
 - A. The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure.
 - B. The Union and the employee may enter into an agreement to provide for a division of the costs incurred, should the employee request the Union's assistance in pursuing a grievance on the employee's behalf. If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on his/her behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.
- 3.2 When the Employer hires a new employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, address, and classification of the employee hired. The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees appointed into bargaining unit positions membership materials supplied by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit. Per statute, Union representatives shall be given thirty (30) minutes' paid time with each new employee to discuss union membership.

3.3 Dues Cancellation

An employee may cancel payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice.

- 3.4 When provided a "voluntary check-off" authorization in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay, the Union's applicable dues, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless against all suits, orders or judgments brought or issued which may arise from the Employer making a good faith effort to administer this Section.

ARTICLE 4 – RIGHTS OF PARTIES

- 4.1 Except as limited by the provisions of this Agreement, the Employer shall retain all rights, powers, functions, and authority vested in management by law, custom, practice and tradition, to manage and direct City in all of its various aspects, and to manage and direct its employees, including but not limited to the following: to operate and manage all manpower, facilities, and equipment; to establish programs and objectives; to establish and modify the organizational structure; to determine the utilization of technology; to select, direct, discipline, and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this Agreement. Whatever rights the Employer has retained pursuant to applicable law, rule, or regulation, shall not be exercised in a manner which conflicts with the provisions of this Agreement.
- 4.2 Union: The Union does not waive any right the Union has under applicable State Laws including but not limited to the right to require the City to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.
- 4.3 Employee Rights: All employees shall be entitled to and afford the rights common to any citizen, regardless of occupational position. These rights shall include but are not limited to: The employee shall be granted the opportunity to contact and consult with an attorney of his/her own choosing, or a representative of the Union, before and/or during any investigative interview. The employee shall not be subjected to any offensive language or public humiliation, nor shall the employee subject the Employer to any offensive language or public humiliation.
- A. Employees shall have the right to have a witness/representative present at any meeting or conference with a supervisor or administrator that the employee feels may adversely affect his/her conditions of employment. When an employee requests a witness/representative, the meeting will be scheduled or adjourned until the witness/representative can be in attendance; provided the meeting shall

occur within seven (7) working days, unless timelines are extended by mutual agreement.

- B. Nothing herein shall be construed to preclude the supervisor or manager from formally meeting, counseling, and consulting with an employee in confidence.
- C. No employee shall be required to unwillingly submit to a polygraph test or to unwillingly answer questions for which the employee might otherwise properly invoke the protections of any Constitutional Amendment against self-incrimination.
- D. **Impact Bargaining:** Prior to any major City personnel policy, practice, benefit, change, or alteration in working conditions or other terms of employment, the Union will be provided fifteen (15) days but as many as practical may be given in emergency situations. If the change described above involves a mandatory subject of bargaining, the Union may negotiate the impact of the change. Either party to this Agreement may request mediation / arbitration under the Public Employment Relations Commission rules for any issue negotiated under this Article which goes to impasse. It is understood that any rules, policies, and practices in effect are subject to the terms of this Agreement, unless changed as set forth above.

ARTICLE 5 – DEFINITIONS OF EMPLOYEES

- 5.1 **Regular Part-Time Employees:** A Regular Part-Time Employee is one who is authorized by the City Council, has served his/her probationary period, who may work less than forty (40) hours per week, and will be paid not less than the wage rate as set forth in this Agreement for the type of work performed. A Regular Part-Time Employee working eighty (80) hours per month or more, is entitled to accrue all benefits and conditions as set forth in this Agreement, upon a pro-rata basis.
- 5.2 **Regular Full-Time Employees:** A Regular Full-Time Employee is one who has been approved by the Civil Service Commission, has served his/her probationary period, is employed on a full-time basis of forty (40) hours per week, is paid the wage rate for the type of work performed based upon his/her years of service, and who accrues the full benefits and conditions of this Agreement.
- 5.3 **Probationary Employees:** A probationary employee shall be defined as any new hire who has not completed six (6) months of consecutive service with the Employer since his/her first (1st) day of employment within the bargaining unit. The trial period may be extended for an additional six (6) months by the Employer upon a showing of good cause by the Employer to the Union. This shall be presented in writing a minimum of two (2) weeks prior to the expiration of the 6-month probationary period.
 - A. Any written extension shall state the reason for the extension, along with the duration of the extension (not to exceed six (6) months). The

extension shall include a written performance improvement plan for the employee.

ARTICLE 6 - SENIORITY

- 6.1 No employee shall acquire seniority until he/she has become a Regular Full-Time Employee or Regular Part-Time Employee under this Agreement. Such an employee is one who has successfully completed his/her probationary period and has been recommended by the Chief of Police and been approved by the Selah Civil Service Commission.
- 6.2 The lists of employees arranged in order of departmental seniority with the Employer shall be given to the Union on or before March 1st of each year upon request by the Union. Should more than one employee have the same hire date, the individuals involved will determine seniority by use of their civil service examination ranking. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement.
- 6.3 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:
- A. Voluntarily leaves the service of the Employer;
 - B. Is discharged for just cause;
 - C. Is laid off for a period in excess of eighteen (18) consecutive calendar months; or
 - D. Is injured in the line of duty and is unable to return to duty by virtue of the injury for a period exceeding twelve (12) months.
- 6.4 Layoff & Recall: Seniority with the Employer shall prevail in case of layoff and recall. The last employee hired shall be the first (1st) employee laid off and the last employee laid off shall be the first (1st) employee rehired. If there is any question of any senior employee being capable to perform the work available in the case of layoff and recall, the Union may require the Employer to show just cause for not recalling or laying off such senior employee.
- 6.5 The employee who is most qualified for an available promotion or open position by virtue of training, experience, performance, ability, and testing shall fill the available position. When qualifications are substantially equal between applicants for said position, the employee with the highest seniority standing will fill said position.
- 6.6 Trial Service: An employee who is promoted to a higher rank or position within the bargaining unit shall serve a trial period not to exceed one hundred eighty (180) calendar days from the date of such promotion or transfer. Within this trial period, if the promoted or transferred employee declines the job or the Employer deems the employee to be unsuited for the job, the employee shall revert to his/her former position

without prejudice. Any employee promoted to a position outside the bargaining unit, shall have a seniority date computed on the basis of time previously served and positions included in the bargaining unit.

ARTICLE 7 - DEFINED LEAVES

- 7.1 Sick Leave: Full time employees shall accrue one (1) day sick leave for each month of employment and employees who work full time may accumulate sick leave without limit, but accumulated sick leave cannot be taken as annual leave nor compensated for in money or other means for any employee at any time unless specified herein.
- A. For sick leave accrual purposes, a "day" shall be defined as the same as the shift that the employee is assigned to work during the month. As examples: if the Employee is assigned to primarily work 8-hour shifts during a month, the Employee shall be credited with eight (8) hours of sick leave for the month; or if the Employee is assigned to work 10-hour shifts during a month, the employee shall be credited with ten (10) hours of sick leave for the month.
 - B. Employees who work less than full time shall accumulate sick leave on a pro-rata basis, not to exceed twelve (12) working days per year, based upon the employee's assigned hours.
 - C. A deduction of one (1) day of sick leave credit shall be made for each full day's absence. The rate of sick leave pay shall be the same per day as that paid the employee per working day.
 - D. Sick Leave Conversion Upon Retirement Program: Effective January 1, 2000, employees will start accruing sick leave and upon retirement (which shall be defined as immediately receiving PERS or LEOFF payments, or having completed 25 years of employment, or reaching the age of 62) may exercise an option to convert unused sick leave accumulated at a rate equal to each four (4) full days of accrued sick leave being converted to one (1) full day of pay at the employee's final rate of pay, subject to a maximum of 180 days of sick leave being converted to a maximum of 45 days of pay. If the employee desires, such pay may be placed into the employee's VEBA account or similar fund as provided by the City under applicable tax rules.
 - E. Sharing Program for Sick Leave and/or Vacation Leave: A leave contribution program is established to permit employees of the City of Selah to transfer a specified amount of accumulated leave (sick leave and/or vacation leave) to another employee of the City of Selah. The recipient employee must have an extraordinary or serious illness or injury and must have already depleted or be projected to shortly deplete all of his/her leave reserves and benefits (sick leave and vacation leave, and also industrial insurance benefits). The donating employee may not request a transferred amount that would result in his/her balance falling below ten (10) days. Unused leave is returned to the donating employee on a pro-rata basis. This provision shall be administered by City Hall.

Leave time shall not be transferred without a written request signed by the donating employee, on such a form as shall be provided by City Hall.

- 7.2 If unable to report to work because of illness or injury, the employee shall report his/her reason for absence to his/her immediate supervisor prior to his/her scheduled work shift, unless the exigency of the circumstances dictates otherwise. If the employee is absent from work exceeding three (3) consecutive days or more, a doctor's certificate may be required upon his/her return to work.
- A. For the purpose of being absent from work and utilizing sick leave, the Employer shall comply with state law requirements as defined by 49.46 RCW and applicable Washington Administrative Codes.
- 7.3 Any employee found to have abused the provisions of a defined leave privilege by falsification or misrepresentation may be subject to disciplinary action.
- 7.4 Workmen's Compensation: Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the Employer. Upon receipt of this benefit by the Employer, the employee shall be credited with sick leave on a pro-rated basis of the State Industrial benefit to the original amount of sick leave taken.
- 7.5 Use of Sick Leave for Bereavement Leave: An employee shall be allowed up to ten (10) working days of absence with full pay when arranging for and/or attending the funeral, wake, or other remembrance or final visitation of an immediate family member. "Immediate family" shall include a spouse, domestic partner, child, stepchild, parent, sibling, aunt, uncle, first cousin, grandparent, grandchild, or step-grandchild, either of the employee or of the employee's spouse or domestic partner, and also any other person living in the same household as the employee. Two (2) additional days off may be granted by the Chief of Police in cases where the employee needs to travel out of town (defined as more than one hundred miles to the location) or where special circumstances warrant. All bereavement days shall be deducted from the employee's sick leave bank.
- 7.6 Any employee using sick leave exceeding three (3) or more consecutive regularly scheduled workdays, or who knows he/she will need accommodation for intermittent scheduling due to qualifying medical reasons, shall report such need to his/her supervisor. The Human Resource Manager should be notified by the supervisor. This leave shall be provided in accordance with Washington's Family Care Act (WFCA), Washington's Family Leave Act, and the Federal Family Medical Leave Act.
- 7.7 Employees may use sick leave when caring for dependents, including by not limited to children under the age of eighteen (18) where the employee's presence is necessary due to an illness, medical appointment, or other type of care appointment.
- 7.8 Military Leave: A regular employee who is an active member of any organized reserve of Armed Forces of the United States, shall be entitled to and granted a military leave of

absence from his/her employment for a period not exceeding twenty-one (21) calendar days during each calendar year. Such leave shall be granted in order that the employee may take part in active training duty in such manner and at such time as he may be ordered to active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive his/her normal pay.

- 7.9 Leaves of Absence: A leave of absence is an approved absence, including medical leave of absence, from employment without pay and without loss of seniority. The Employer may grant a leave of absence for a period of up to twelve (12) calendar months. This period may be extended by mutual agreement between the Employer and the Union. Such leaves shall be in writing with a copy to the Union. Requests for leave renewal will be granted at the discretion of the Employer. The request must be in writing and must be submitted sixty (60) calendar days prior to the effective date.
- 7.10 Washington Paid Family & Medical Leave (WPFML): The Employer will permit the coordination of benefits where applicable, specifically the use of accrued sick leave and/or vacation time as supplemental benefits to make the employee "whole" in addition to the Washington Paid Family & Medical Leave benefit.
- A. Where the use of WPFML reduces the hourly benefits below the eighty (80) hour requirement for medical benefits as required in Article 16 the employer shall notify the employee that no contributions will be made for the next month. The employee may qualify for the disability provision (Section 16.1.A), COBRA coverage or self-pay option.
1. An employee may reduce his/her WPFML participation to eighty (80) hours and increase his/her use of accrued leave to eighty (80) hours to continue coverage as provided by this Agreement.

ARTICLE 8 - COMPENSATION FOR WITNESS OR JURY DUTY

- 8.1 When a regular employee covered by this Agreement is summoned for Jury Duty or is subpoenaed as a witness in any matter during or arising out of his/her employment, in any municipal, county, state or federal court, he/she shall advise the Employer upon receipt of such call or subpoena, and if taken from his/her work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service; providing he/she remits to the Employer his/her properly endorsed checks. Transportation allowance paid by the court shall not be included to compute the amount received for such service. Should an employee report for such service and be excused for the balance of that day, he/she shall report as soon as possible to the Employer for the purpose of working the balance of his/her special (jury duty or subpoenaed witness) shift. This special shift shall be consistent with the court appointed time.

ARTICLE 9 - HOURS OF WORK - OVERTIME

9.1 Workdays & Work Weeks Defined:

- A. **5/8's Shift:** When a 5/8's shift is applicable: eight (8) consecutive hours, inclusive of rest periods but to exclude a meal period (of 30-minutes or one-hour in duration, depending on agreement between the employee and Employer), between 6:00 a.m. and 6:00 p.m. each day shall constitute a workday; and five (5) consecutive days, Monday through Friday, shall constitute a work week.
- B. **4/10's Shift:** When a 4/10's shift is applicable: ten (10) consecutive hours, inclusive of rest periods but to exclude a meal period (of 30-minutes or one-hour in duration, depending on agreement between the employee and Employer), between 6:00 a.m. and 6:00 p.m. each day shall constitute a workday; and four (4) consecutive days, Monday through Friday, shall constitute a work week.
- C. **Early or Late Hours:** Irrespective of whether a 5/8's shift or 4/10's is applicable, all hours worked after 6:00 p.m. and/or before 6:00 a.m. shall be compensated at the overtime rate.
- D. **Weekend Hours:** Irrespective of whether a 5/8's shift or 4/10's shift is applicable, the customary work week shall be from Monday through Friday inclusive, and, accordingly, all work performed on Saturday and/or Sunday shall be compensated at the overtime rate.

9.2 **Meal and Rest Periods:** Each work shift shall include a meal period of one-hour in duration as near to the middle of the shift as possible unless the employee and Employer agree to reduce the meal period to 30-minutes in duration. Each work shift shall also include one (1) 15-minute rest period per each one-half (1/2) of the assigned shift that shall be taken at the employee's discretion unless directed otherwise by a supervisor and also not sooner than one (1) hour from the start of the employee's assigned shift. A meal or rest period missed at the direction of the Employer shall be paid as overtime or the worker shall have the option of ending his/her shift early on the same date that the meal or rest period was missed by an equivalent amount of time that was missed.

9.3 The shift schedule shall be determined by the Employer. The Employer shall give at least seven (7) calendar days' notice prior to changing an employee's assigned shift. Said notice shall be posted on the department bulletin board showing the employee's shift, workdays, and hours.

9.4 When presented with an emergency beyond its control, the Employer may alter the assigned work hours by giving prompt notification to the affected employees. The Employer shall not reschedule assigned work shifts for purposes of avoiding payment of overtime.

9.5 Employees may exchange shifts when unforeseen circumstances arise provided, they first request and receive approval in writing from their immediate supervisor. Such an

exchange in shifts shall not, by itself, constitute a basis for entitlement to overtime compensation.

9.6 Overtime: All work performed in excess of the workday and/or work week and that was authorized in advance by the supervisor authorized to sign overtime, shall be compensated for at one and one-half (1&1/2) times the employee's regular straight time hourly rate or converted to comp time as specified below.

A. Conversion to Comp Time. The employee may, at his/her option, take equivalent time off ("comp time") on the basis of one and one-half (1&1/2) hour of compensatory time off for each one (1) hour of overtime that was worked. Compensatory time may accrue to a limit of eighty (80) hours, with any time in excess of eighty (80) hours paid at the applicable rate. Compensatory time will only be cashed out in the first pay period of the following months: March, June, September and December. The cash out in December shall be mandatory, and no compensatory time will be rolled over to the following year. All compensatory time off must be scheduled seven (7) days in advance unless an emergency exists in which case the Chief or designee may waive the seven (7) day notice.

B. Payment of overtime shall occur in increments of one-quarter (1/4) hour, with any partial increment that is eight (8) minutes or longer also being paid as one-quarter (1/4) hour.

C. There shall be no compounding of overtime.

9.7 Callbacks: An employee who is required to return to duty or has been subpoenaed to testify in court relating to his/her assigned duties, after having completed his/her regular shift, and having been effectively released from duty, shall be paid, unless specified below, a minimum of two (2) hours at one and one-half (1&1/2) times his/her straight-time hourly rate of pay.

A. Prior to a Shift: An employee who is required to return to work less than two (2) hours prior to the beginning of a regularly assigned shift shall receive one-and-one-half (1&1/2) times his/her regular straight-time hourly rate of pay for the amount of time that he/she actually works prior to his/her regular shift, and then shall also be allowed to complete his/her regular shift.

B. Between Shifts: An employee who is required to return to work between scheduled shifts shall be guaranteed a minimum of two (2) hours pay at one-and-one-half (1&1/2) his/her their regular straight-time hourly rate of pay for all hours that he/she actually works between scheduled shifts, and then shall also be allowed to complete each of his/her regular shifts.

C. On Regularly Scheduled Days Off: An employee who is required to return to work on a day that he/she was scheduled to be off shall be guaranteed a minimum of four (4) hours pay at one-and-one-half (1&1/2) times their his/her straight-time hourly rate of pay for all hours worked on a day that he/she was

scheduled to be off, and then shall also be allowed to complete each of his/her regular shifts.

- D. During Vacation: An employee who is required to return to work during a day that he/she was scheduled to be on vacation shall be guaranteed a minimum of six (6) hours pay at one-and-one-half (1&1/2) times his/her regular straight-time hourly rate of pay for all hours worked on a day that he/she was scheduled for vacation, and then shall also be allowed to complete each of his/her regular shifts. Vacation period for callback purposes shall be defined as the period between the last hour of work of the shift prior to commencement of the employee's vacation, until the first (1st) hour of work of the employee's next shift following the vacation.

ARTICLE 10 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

- 10.1 See attached Appendix A, which is incorporated into this Agreement by this reference.

ARTICLE 11 - PAY ARRANGEMENTS

- 11.1 Each employee shall be paid all monies earned for the preceding semi-monthly payroll period by the end of his/her regular shift no later than the seventh (7th) and the twenty-second (22nd) of each month, or, no later than the last non-weekend and non-Holiday date that precedes the seventh (7th) or the twenty-second (22nd) in the event that the seventh (7th) or twenty-second (22nd) falls on a weekend or Holiday date. There shall be no deductions other than required by law or authorized in writing by the employee.
- 11.2 Each employee shall be entitled to an itemized statement of earnings and deductions, specifying his/her wage rate, hours paid, and other compensation payable to him/her as well as any and all deductions from his/her gross wages for the pay period.
- 11.3 Upon quitting or discharge, the Employer shall pay all monies due to the employee no later than the pay period following such quitting or discharge.
- 11.4 The Employer agrees to implement a deferred compensation program which shall be available to members of the bargaining unit.

ARTICLE 12 – ANNUAL LEAVE

- 12.1 All regular employees shall accrue and be granted annual leave according to the following schedule:

Continuous Service	Vacation Hours per Month Accrual Rate
0-60 Months	8
61-120 Months	11
121-180 Months	13
181-240 Months	15
241+ Months	17

- A. A Regular Part-Time Employee who is eligible shall accrue annual leave shall accrue vacation on a pro-rata basis calculated based upon the employee's compensated hours in the previous month versus one hundred sixty (160) hours.
- B. Prior to the completion of six (6) calendar months of service, vacation may not be taken unless prior approval, in writing, is granted by the City Administrator or designee.

12.2 Holidays: The following observed Holiday dates are recognized as being those for which annual leave in the form of holidays is granted:

Observed Date

New Year's Day	January 1st
M. L. King Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day following Thanksgiving	4th Friday in November
Christmas Day	December 25th
Floating Holiday (1)	Upon Approval of the Public Works Director or designee

- A. Only employees who are on the regular payroll during the period that encompasses the Holiday shall be entitled to full Holiday benefits. Employees who work part-time on an hourly basis or who are temporary workers are not entitled to Holiday benefits.
- B. Any Holiday falling on Saturday shall be observed on the Friday immediately preceding the Holiday and any Holiday falling on Sunday shall be observed on the Monday immediately following the Holiday.
- C. Employees earn a full day of annual leave for their first (1st) month of employment if they are placed on the payroll on or before the fifteenth (15th) of

the month and work continuously through the rest of the month. Terminating employees do not receive annual leave credit for the month in which they terminate unless they actually work continuously through the fifteenth (15th) of the month in which they terminate.

- D. Though holiday time is credited in total at the beginning of the calendar year, it shall be earned at the rate of eight (8) hours per month. Employees entering or leaving City service during the calendar year will have their holiday time pro-rated accordingly. Those leaving City employment for any reason shall have the appropriate payment or deduction reflected in their final paycheck.
- 12.3 No employee shall receive payment for more than two-hundred and forty (240) hours of combined vacation and holiday leave at the time of termination or retirement. However, no employee shall lose accumulated leave time because his/her request for leave has been denied, unless reasonable opportunities for leave have been refused by the employee.
- 12.4 Annual leave is accrued at the previously stated rates in Section 12.1. However, only up to 240 hours of accrued annual leave will roll over from year to year. Should an employee be denied usage of annual leave (being denied in November and December does not apply) any requested leave, in excess of 240 hours, will be paid to the employee as of the last pay period in December of the given year.
- 12.5 The Employer will commence vacation scheduling during the month of December in the order of the employees' seniority. It is the employee's responsibility to schedule his or her vacation. Any vacation/annual leave usage scheduled during the remainder of the year and requested over twenty (20) calendar days in advance of the days off, shall be scheduled in the order of their request without regard to seniority and provided the Employer can maintain minimum staffing requirements. The Chief or designee may waive the twenty (20) day advance notice provided the Employer can maintain sufficient staffing requirements. Such a waiver will be considered on a case-by-case basis and will not establish precedent.
- A. The vacation/annual leave schedule is a firm schedule and can only be changed by request of the employee and approval of the request by the Chief of Police, or by an emergency that might arise that would cause a vacation to be re-scheduled. In either case, the changes must be approved in writing by the City Administrator.
 - B. All requests for annual leave usage are subject to approval by the Chief of Police or designee, but if a request is denied, the reasons for such denial shall be promptly communicated.
- 12.6 Any employee who by virtue of a defined leave is unable to utilize his/her scheduled annual leave shall not suffer a reduction in annual leave accrual, unless otherwise mutually agreed to by the parties.

ARTICLE 13 – PARTIES' RESPONSIBILITIES

- 13.1 The parties recognize that security and continuity of employment can result only when a spirit of harmony, cooperation and reasonable and fair compromise exists and to the accomplishment of that end, each party pledges itself to an honest observance of the terms of this Agreement and to the exercise of patience and understanding. All employees shall represent themselves and the Employer to the public in a manner which shall be courteous, efficient, and helpful.
- 13.2 The parties recognize the need to promote the efficiency of law enforcement; to maintain and increase individual productivity and quality of public service; to prevent interruptions of work and the interference with the efficient operation of the City; promote harmonious relations and establish procedures for the orderly resolution of disputes and grievances; and serve the safety, health, and welfare of the community.

ARTICLE 14 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE-OASI

- 14.1 The Employer shall pay into the appropriate employees' retirement program, Industrial Insurance, and OASI, as required, at the prescribed rate, by law.
- 14.2 Contributions to the Western Conference of Teamsters Pension Trust: Effective as specified below, the bargaining unit members have designed a portion of their respective pre-tax hourly wages to be diverted from their hourly pay, and instead to be contributed on behalf of each member into the Western Conference of Teamsters Pension Trust, for every compensable hour, excluding overtime and compensatory time hours, for which compensation is paid to him/her; provided further that, for this purpose, compensable hours shall not exceed one hundred ninety (190) straight time hours per month, and also shall not exceed a maximum of two thousand eighty (2,080) straight time hours per year.
- A. The parties agree that the contributions into the Western Conference of Teamsters Pension Trust shall be made on behalf of all Regular Part-Time Employees, Regular Full-Time Employees and Probationary Employees, and also all temporary labor who receive compensation.
- 14.3 Effective April 1, 2024, based on March 2024 hours, the employer agrees to pay the full contribution rate of One Dollar and Thirty Cents (\$1.30) per compensable hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour from which compensation is paid.
- 14.4 Effective January 1, 2025, based on December 2024 hours, the employer agrees to pay the full contribution rate of One Dollar and Forty Cents (\$1.40) per compensable hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour from which compensation is paid.
- 14.5 Effective January 1, 2026, based on December 2025 hours, the employer agrees to pay the full contribution rate of One Dollar and Fifty Cents (\$1.50) per compensable hour

into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour from which compensation is paid.

ARTICLE 15 - LIABILITY INSURANCE

- 15.1 The Employer agrees to either provide insurance coverage on behalf of the employees (which may occur via a municipal risk pool such as the Washington Cities Insurance Authority) or provide liability defense for employees or a combination thereof, in order to reasonably protect and indemnify employees from liability to third (3rd) parties resulting from employees negligently performing duties within the scope of employment.

ARTICLE 16 - HEALTH CARE BENEFIT PROGRAMS

- 16.1 The Employer shall pay each month into the following employee health care benefit plans, on behalf of each member of the bargaining unit who was compensated for eighty (80) hours or more in the preceding month.
- A. Medical Plan: Effective January 1, 2024 based on December 2023 hours, the Employer agrees to pay monthly contributions for medical insurance with 9-month disability waiver, dental and vision benefit Plans.
 - 1. Washington Teamsters Welfare Trust Medical Plan Z, (2024 contribution rate is \$1,374.70).
 - 2. Washington Teamsters Welfare Trust 9 Month Disability Waiver Plan, (2024 contribution rate is \$11.40).
 - B. Dental Plan: Effective January 1, 2024, Washington Teamsters Welfare Trust Dental Plan A, (2024 contribution rate \$120.50).
 - C. Vision Plan: Effective January 1, 2024, Washington Teamsters Welfare Trust Vision Plan, (2024 contribution rate is \$17.10).
- 16.2 The Union agrees during the life of this Agreement that it will not request any additional benefits for any of the above-listed employee benefit plans, and the Employer agrees that during the life of this Agreement, they will pay any increase in contribution rates as required by the Trustees of the employee benefit trusts to maintain these benefits.
- 16.3 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

ARTICLE 17 - LIFE - AD&D PLAN - SECTION 125 PLAN - VEBA III PLAN

- 17.1 Effective January 1, 1985, the Employer shall pay on account of each member of the bargaining unit the sum of two cents (\$.02) per hour for each hour for which

compensation is paid to him/her, into Group Policy No. 16696-LTD, to provide Life-AD&D Insurance coverage for an eligible employee.

- 17.2 Effective January 1, 1991, the Employer agrees to deduct the full monthly cost for each employee currently covered under the LEOFF II retirement program for Limited Term Disability coverage provided by the Washington State Council of LEOFF II Personnel Insurance Trust (underwritten by Standard Insurance Company) as a supplementary disability insurance. All monies deducted will be promptly remitted to the carrier as needed to provide coverage.
- 17.3 Effective January 1, 1995, the Employer agrees to provide a Section 125 Plan to employees to pay medical expenses and childcare expenses from pre-tax dollars.
- 17.4 The Employer has established a Supplemental Medical account on behalf of each member of the bargaining unit. The benefit account shall be administered by the VEBA Trust for Public Service Employees in the State of Washington. The contribution to the VEBA Trust benefit accounts on behalf of each employee shall be calculated as follows: Beginning January 1997 and continuing through the life of this Agreement, a contribution amount equal to one-and-one-half percent (1.5%) of each employee's current salary.
- 17.5 The City will provide a \$750.00 VEBA contribution to each employee, first paycheck in January annually.
- 17.6 The Employer will pay for and maintain a group term life insurance policy for limited commissioned officers of no less than \$100,000 for each officer. This policy is not portable and terminates immediately when an employee is no longer working for the City of Selah.
- 17.7 Employee Assistance Program (EAP): The Employer will establish an employee assistance program whereby any employee may self-nominate to attend confidential counseling sessions for themselves or any of their dependents. Additionally, the City commits to paying the related fees associated with the aforementioned sessions, up to three (3) times per year, per individual, per unrelated issue.

ARTICLE 18 - REMITTANCE FOR EMPLOYEE BENEFIT PLANS

- 18.1 The total amount due for each calendar month for each of the employees' benefit plans as set forth in Articles 16 and 17, shall be remitted in a lump sum not later than ten (10) business days after the last business day of such preceding month.

ARTICLE 19 - FRINGE BENEFIT BOOKLETS & SELF-PREMIUM PAYMENTS

- 19.1 Each employee has been provided with a copy of this Agreement and current copies of the various fringe benefit booklets named in Articles 16 and 17. It is the responsibility of the employee to read these fringe benefit booklets in order to familiarize himself/herself

with the various plans and determine when he/she will become eligible for each benefit. If an employee misplaces any of the plan booklets, he/she should contact the Local Union office for a replacement copy.

- 19.2 Certain fringe benefit plans permit self-premium payments for a given number of months; in the event the employee is not compensated the required number of hours for the Employer to pay the premium coverage. It is the employee's responsibility to immediately contact the Local Union office to determine which of the benefits allow self-payments to continue the coverage for himself/herself and family.

ARTICLE 20 - TRUST FUND DELINQUENCIES

- 20.1 In the event the Employer is delinquent in the payment of any contribution required by Articles 16 and/or 17, employees or the Union shall have the right (notwithstanding any other provision of this Agreement) to take any legal or economic action they deem fit against the Employer to collect such delinquent amounts. In the event legal action is required to collect the Employer's contributions, then the Employer shall be liable for all costs and expenses of litigation, including reasonable attorney fees.
- 20.2 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

ARTICLE 21 - ACCEPTANCE OF TRUSTS

- 21.1 The Employer hereby acknowledges that it has received copies of the Retiree's Welfare Trust, and the Washington Teamsters Welfare Trust, Negotiated Life Insurance Plan, and shall be considered a party thereto. The Employer further agrees that the Employer-Trustees named in said trusts, and their successors in trust are and shall be its representatives and consents to be bound by the actions and determinations of the trustees.

ARTICLE 22 - DISCIPLINE-DISCHARGE-SUSPENSION-WRITTEN WARNING NOTICE

- 22.1 If the Chief of Police or designee believes there is just cause to discipline any employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public. Further, said discipline shall not violate the employee's rights as contained in this Agreement. Any employee who is the subject of an investigation which may lead to disciplinary action, shall be informed of the nature of the charge and offered an opportunity to have a representative present during questioning. The parties understand that the Employer is obligated to notify the employee of an investigation at the time of questioning.
- 22.2 The parties to this Agreement recognize the principal of progressive discipline. The Employer may discharge or suspend an employee for just cause but no employee shall be discharged or suspended unless a written warning notice shall previously have been

given to such employee and copy to the Union of the complaint against him/her concerning his/her work or conduct within fourteen (14) calendar days of the date of such violation, or fourteen (14) calendar days from the date such violation became known to the Employer. Otherwise, such written warning notice shall be null and void. No such written warning notice shall be necessary if the cause for discharge or suspension is dishonesty, drinking related to his/her employment, illegal possession and/or use of a federally designated drug, or such other misconduct which is as serious in nature as to justify discharge without a written warning notice. A copy of any written warning, suspension, or discharge notice shall be sent to the Union at the time it is given to the employee.

- 22.3 Any employee who is subject to discharge, suspension, or written warning notice, may seek appeal through either of the following procedures. The employee's choice of appeal procedure shall be irrevocable.
- A. At the employee's option, an appeal can be made through this Agreement's Grievance and Arbitration Procedure, and the matter shall be handled in accordance with Section 23.3 and subsequent provisions of this Agreement. Any such appeal shall be presented to the Employer within ten (10) calendar days, exclusive of holidays, after the discharge, suspension, or written warning notice, and if not presented within such period, the right of protest shall be waived.
 - B. Alternatively, the employee may choose to appeal the matter through the Selah Civil Service Commission, and the matter shall then be handled in accordance with applicable procedures as contained in the rules and regulations of the Selah Civil Service Commission. The employee's decision of appeal procedure shall be in written form to the appropriate party within ten (10) calendar days and shall be final and binding on all parties. Any employee found by the Civil Service Commission to have been unjustly disciplined shall be made whole for any lost compensation, including accrued benefits.

ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE

- 23.1 "Grievance" as used herein shall mean any dispute between the Employer and an employee of the bargaining unit and/or between the Employer and the Union.
- 23.2 STEP 1: An employee having a concern which he/she feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or fourteen (14) calendar days from the time such matter became known, or should have become known to the employee, or it shall be deemed waived. The employee is to first (1st) discuss the matter with his/her immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by his/her Union representative if he/she feels that it is necessary.

- 23.3 STEP 2: If it is determined a grievance does exist and it is not resolved within the fourteen (14) calendar days of Step 1, the grievance shall be reduced to writing and an attempt will be made to resolve the grievance with the Chief of Police, the grievant(s) and the Union, within fourteen (14) calendar days of the conclusion of Step 1. If the grievance is not satisfactorily resolved within the additional fourteen (14) calendar days, then,
- 23.4 STEP 3: The grievance shall be referred to a committee consisting of four (4) members, two (2) appointed by the Mayor and two (2) appointed by the Union. Such committee shall attempt to reach a majority decision on such dispute or grievance. If such committee fails to reach a majority decision on such dispute or grievance submitted to it within fourteen (14) calendar days, either party shall have the right to submit the dispute or grievance to arbitration.
- 23.5 STEP 4: If the matter is submitted to arbitration the parties shall select an impartial arbitrator within fourteen (14) calendar days after the request is made to arbitrate. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within seven (7) calendar days thereafter request the Public Employees Relations Commission to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seven (7) calendar days after its receipt, the parties shall meet, whereupon the aggrieved party shall strike the first (1st) name, then each will alternately strike one (1) of the names submitted until only one name remains. The person whose name remains shall be selected as the sole arbitrator.
- 23.6 The arbitrator shall commence hearings within a reasonable period of time after his/her selection and shall render his/her award in writing within thirty (30) calendar days. The award of the arbitrator, together with his/her written findings and conclusions, shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. The Arbitrator is not vested with the power to change, alter, or modify this Agreement in any of its parts.
- 23.7 The arbitrator's fees and expenses, and the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the party incurring them.
- 23.8 The Employer and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the above time limits deprive the arbitrator of authority to decide the grievance.

ARTICLE 24 - UNIFORMS AND EQUIPMENT (Appliable to Limited Commissioned Personnel Only)

- 24.1 The Employer shall furnish employees with uniforms and equipment required to perform their assigned duties, including personal side arms. Initial issue of uniforms shall be

provided by the Employer to employees. The issue of Uniforms and Equipment shall be consistent with the items of issue provided to the commissioned officers of the Selah Police Department, based on the specific needs of the assigned duties. They shall include all personal protective equipment.

- A. All protective clothing and safety equipment required of employees in the performance of their duties shall be purchased by and remain the property of the Employer.
 - B. Upon quitting or discharge, all property of the Employer shall be returned to the Chief of Police or designee.
- 24.2 The Employer agrees to purchase and/or replace any uniforms and/or equipment specified in Section 24.1 above, at no cost to the employee. The determination as to serviceability shall be made by the Chief of Police or designee.
- 24.3 The Employer agrees to provide for the cleaning and repair of uniforms and/or equipment specified in Section 24.1 above. Upon initial hire and January each year thereafter, the Employer agrees to provide \$225.00 per employee for footwear. Additionally, the Employer will replace footwear damaged in the line of duty.

ARTICLE 25 - EDUCATIONAL AND LONGEVITY INCENTIVE

25.1 It is agreed between the parties that education, when related to the job function, has intrinsic value to the community and to the employee in the performance of his/her service. Any Regular Full-Time Employee shall be eligible for and receive educational incentive pay for college degrees earned at the following scale:

Education Advancement Additional Compensation per month

AA Degree(s):	2% of base pay
BA or BS Degree(s):	4% of base pay
MA, MS, or Higher Degree(s):	6% of base pay

- 25.2 In no event will more than one (1) allotment of educational incentive pay be received by any one (1) employee.
- 25.3 Each Regular Full-Time Employee with an AA, BA, BS, MA, MS or higher Degree from an accredited institution at the time of ratification of this Agreement by both parties shall automatically qualify for and receive educational incentive pay under Section 25.1, irrespective of field of study and the arguable extent to which such degree(s) relate to job function. A degree earned by any Regular Full-Time Employee after ratification of this Agreement and/or a degree possessed by an employee who becomes a Regular Full-Time Employee after ratification of this Agreement will qualify for educational incentive pay under Section 25.1 only if the degree is sufficiently related to the job function, and any disagreement between the City and the Union regarding such determination will be handled through the grievance process.

- 25.4 **Longevity Incentive Pay:** Each full-time employee of the bargaining unit shall receive longevity pay, based upon the schedule below as a separate check, less standard deductions. Time served shall include all time worked for the Employer as part of the City of Selah. Longevity pay will be issued the Monday prior to Thanksgiving Day and it will be calculated on the annual base pay (not including overtime) as of November 15th of each year. After an employee has worked for the City for five (5) years and then separates employment for any reason, he/she will receive pro-rated longevity pay.

Length of Service:	Incentive Pay
0-60 months of service	Zero
61-120 months of service	3% of annual base pay
121-180 months of service	5% of annual base pay
181-240 months of service	6% of annual base pay
240+ months of service and over	8% of annual base pay

ARTICLE 26 UNION ACTIVITY

- 26.1 **Non-Discrimination:** No employee shall be unlawfully discriminated against for upholding lawful Union principles. Any employee who works under the instructions of the Union or who serves on a committee shall not lose his/her job or be discriminated against for this reason, provided such activities do not interfere with the employee's duties. No employee shall suffer a reduction in wages or more favorable working conditions due to the signing of this Agreement.
- 26.2 **Union Investigative and Visitation Privileges:** The Business Representative of the Union, with the permission of the department head or designee, may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement; provided however, he/she shall not interfere with the operation of normal routine of any department.
- 26.3 **Bulletin Board:** The Employer agrees to provide suitable space to be used as a Union bulletin board. Posting by the Union on such board is to be confined to official business of the Union.

ARTICLE 27 - GENERAL PROVISIONS

- 27.1 **Medical Exams:** Any physical examination, T.B. skin test, and/or X-rays, required by the Employer shall be taken on Employer time whenever practical, and shall be paid by the Employer, provided said services are by a physician or institution specified by the Employer.

- 27.2 Standards: The Union recognizes the right of the Employer to establish such reasonable Employer rules as the Employer may deem necessary, provided that such rules are not in conflict with the terms and provisions of this Agreement. Employees shall be made aware of such rules and are to be applied equally to all employees of the Employer.
- 27.3 Non-Discrimination: The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, heredity, ethnicity, national origin, sex, sexual orientation, gender, gender identity, religion, creed, age lesser than forty (40), marital status, family status, relationship status, veteran status, actual or perceived disability, and/or necessity of reasonable accommodation(s), nor will the Employer limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of one or more of such factors.
- 27.4 Travel and Training: The employee shall continue to complete professional training and re-qualification requirements of the Employer, and as may be required by State regulations. The Employer will pay the actual costs of the training classes, including approved travel and lodging expenses. The Employer shall provide a city-owned vehicle for travel use by the employee for training whenever possible, and will reimburse travel expenses when an employee uses his/her personal vehicle. The Employer shall provide the use of a City credit card for lodging expenses during training whenever possible and will reimburse lodging expenses when incurred personally by an employee. The Employer shall pay per diem meal rates to the employee. The general per diem rates are \$14.00 for breakfast, \$18.00 for lunch, and \$30.00 for dinner. The Employer may increase the per diem amounts when an employee attends meetings or training classes in designed high-cost areas or when training or meetings are held at specific high-costs locations, when authorized or required by the Chief of Police and/or City Administrator.
- A. When per diem rates are utilized, the employee shall be paid each diem amount and no receipts shall be required. Employees shall not be required to account for expenses or justify the use of per diem dollars by completing expense reports upon returning from training or meetings. When increased amounts are authorized, the Employer may authorize the use of a City credit card and/or require receipts for reimbursement. In those cases, the employee shall be required to provide receipts and follow City policy.
1. Per diem checks shall be provided to employees when requested and authorized by the Chief of Police at least seven (7) calendar days in advance.
- B. Training time will not be charged to an employee's accrued leave. The Employer will reasonably attempt to schedule such mandatory training sessions for the on-duty time when practical. Training conducted within Yakima County shall not entitle an employee to reimbursement for travel and lodging expenses. For use of an employee's personal vehicle, the City shall reimburse the employee at the

current Internal Revenue Service mileage rate at the time travel expense is incurred.

- 27.5 Gender: Where one or more specific genders have been used in any provision of this Agreement, such usage is solely for the purpose of illustration and shall not in any way be used to designate or limit the gender(s) of any employee who is eligible for any position, classification, or the benefits provided in this Agreement.
- 27.6 Bargaining Unit Work: Only employees who are members of the bargaining unit shall perform work of the bargaining unit, except (a) in the case of an emergency beyond the Employer's control; and/or (b) for the purpose of instruction, training, or to assist in the handling of special events.

ARTICLE 28 - PERSONNEL FILES

- 28.1 Each employee shall have the right to review material in his/her personnel files during regular business hours. The employee may have a representative of the Union accompany him/her if so desired. Upon request, copies of documents in the personnel file shall be provided to the employee.
- 28.2 The personnel file will contain all evaluation reports that have been completed and such other material that would assist in evaluating the employee.
- 28.3 Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such a written response shall be attached to the material in question and become a part of the personnel files.
- 28.4 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photographs, shall be confidential and shall restrict the use of information in the files to official use by the Employer.
- 28.5 Disciplinary Records
- A. Warnings, Counseling.
1. Warning, counseling, and verbal reprimands that are documented shall only constitute an "active" part of the employee's disciplinary record for a duration of one (1) year for the purpose of future progressive discipline.
- B. Minor Discipline.
1. Instances of minor discipline, including but not limited to a written reprimand or suspension for a duration not exceeding forty (40) hours, shall only constitute an "active" part of the employee's disciplinary record for a duration of three (3) calendar years for the purpose of future progressive discipline.

C. Major Discipline.

1. Instances of major discipline, including but not limited to suspensions exceeding forty (40) hours, demotions and terminations, shall constitute an "active" part of the employee's disciplinary record indefinitely for the purposes of future progressive discipline.

D. Public Records: The Union agrees that the Employer is required to maintain all disciplinary records according to state statutes and the Public Records Act (RCW 42.56) of the State of Washington.

ARTICLE 29 – NO STRIKE – NO LOCK OUT

- 29.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited. The Employer may discharge and/or discipline any employee who violates this Section. No employee shall be entitled to any pay and/or benefits for the period in which he/she is engaged in any strike, slowdowns, work stoppages or other interference with work. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article. No lockout of employees shall be instituted by the Employer.

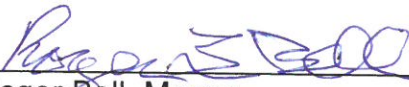
ARTICLE 30 - SAVINGS CLAUSE

- 30.1 If any sentence, clause, Article, or Section of the Agreement or any Appendixes hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement or any Appendixes thereto shall continue in full force and effect. The Article, Section or portion held invalid shall be modified as required by law or the tribunal of competent jurisdiction or shall be re-negotiated for the purpose of an adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the grievance procedure outlined in this Agreement shall be applicable.

ARTICLE 31 - TERM OF AGREEMENT

- 31.1 This Agreement shall be in full force and effect from January 1, 2024 and shall remain in full force and effect through December 31, 2026. Either party may, upon one hundred sixty (160) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate amendments.
- 31.2 This Agreement shall be governed by 41.56 RCW and the rules as set by the Public Employees Relations Act for public employees.

SIGNED FOR THE CITY:
MUNICIPALITY OF SELAH

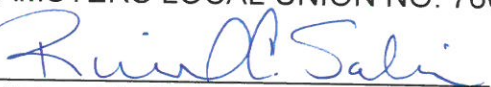
By 
Roger Bell, Mayor

Date 4-9-24

By 
Richard Huebner, City Administrator

Date 04/10/2024

SIGNED FOR THE UNION:
TEAMSTERS LOCAL UNION NO. 760

By 
Richard A. Salinas, Secretary Treasurer

Date 3.27.24

ORIGINAL

APPENDIX A

ARTICLE 1A - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

1.A.1 The following compensation schedule for employees of this bargaining unit shall be effective January 1, 2024. Although this Agreement will be voted upon, ratified, and become effective subsequent to such effective date, the parties agree that employees shall receive retroactive pay for any hours worked or taken as paid leave from January 1, 2024, through the date that this Agreement becomes effective, as allowed by RCW 41.56.950 and other law and consistent with the parties' during-negotiation interim understanding that retroactivity would occur. The Employer shall issue all retroactive payments, less ordinary withholdings, and deductions, prior to or concurrently with the second payroll following the effective date of this Agreement.

2024 6.5% increase above the 2023 wage rates.
2025 6.0% increase above the 2024 wage rates.
2026 5.5% increase above the 2025 wage rates.

Classification	Monthly Base Compensation Rate			
	2023	2024	2025	2026
ACO/SCO 1	\$5,102	\$5,434	\$5,760	\$6,077
ACO/SCO 2	\$4,506	\$4,799	\$5,087	\$5,367
Police Clerk 1	\$4,921	\$5,241	\$5,555	\$5,861
Police Clerk 2	\$4,342	\$4,624	\$4,901	\$5,171
Probationary Clerk	\$3,532	\$3,762	\$3,988	\$4,207

WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

City of Selah - Records, Clerical & Limited Commission

Teamsters Local Union 760

Employer Name
115 W Naches Ave

Labor Organization (Union) Name
1211 W Lincoln Ave

Address
Selah WA 98942
City State Zip Code

Address
Yakima WA 98902
City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 1.1.24 to: 12.31.26

New Account Renewal — Account No. _____ Approximate No. of Covered Employees _____

INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) _____

Employer is: Public Entity Corporation - State of _____ Partnership Sole Proprietorship LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: _____

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

COVERAGE IN BARGAINING AGREEMENT (For renewals, list all coverages, not just changes)		Monthly Rate
Medical Plan	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input checked="" type="checkbox"/> Z	\$ 1374.70
Life/AD&D	<input type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent	\$
	<input type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent	
	<input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent	
Weekly Time Loss	<input type="checkbox"/> E - \$500 <input type="checkbox"/> A - \$400 <input type="checkbox"/> B - \$300 <input type="checkbox"/> C - \$200 <input type="checkbox"/> D - \$100	\$
Disability Waivers	<input checked="" type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only	\$ 11.40
Domestic Partners	<input type="checkbox"/> Domestic Partners – Medical	\$
Dental Plan	<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	\$ 120.50
Domestic Partners	<input type="checkbox"/> Domestic Partners – Dental	\$
Vision Plan	<input type="checkbox"/> EXT	\$ 17.10
Domestic Partners	<input type="checkbox"/> Domestic Partners – Vision	\$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? Yes No. If yes, attach a Subscription Agreement for each change.

EFFECTIVE DATE OF CONTRIBUTIONS - A Subscription Agreement must be submitted in advance of the effective date below.

Contributions above are effective (month, year) January, 20 24 based on employment in the prior month.

Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer [Signature] For Union [Signature]
 Title/Assn Mayor Date 4-9-24 Title Sec Treasurer Date 3.27.24

ELIGIBILITY TO PARTICIPATE IN TRUST

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

ACCEPTANCE OF TRUST AGREEMENT

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

APPROVAL OF TRUSTEES

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date _____

Administrative Agent
Washington Teamsters Welfare Trust

THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

EMPLOYER – UNION PENSION CERTIFICATION

THE UNDERSIGNED EMPLOYER AND UNION HEREBY CERTIFY THAT A WRITTEN LABOR AGREEMENT IS IN EFFECT BETWEEN THE PARTIES PROVIDING FOR CONTRIBUTIONS TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND ("TRUST FUND") AND THAT SUCH AGREEMENT CONFORMS TO THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (AS REPRODUCED ON THE REVERSE OF THIS FORM) AND IS NOT OTHERWISE DETRIMENTAL TO THE PLAN. A COMPLETE COPY OF THE LABOR AGREEMENT IS ATTACHED OR, IF NOT YET AVAILABLE, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE. THE UNDERSIGNED AGREE THAT THE PROVISIONS OF ANY MEMORANDUM OF UNDERSTANDING, SUPPLEMENT, AMENDMENT, ADDENDUM OR OTHER MODIFICATION OF THE LABOR AGREEMENT DIRECTLY OR INDIRECTLY AFFECTING THE EMPLOYER'S OBLIGATION TO CONTRIBUTE TO THE TRUST FUND SHALL NOT BIND THE TRUSTEES UNLESS AND UNTIL A COMPLETE WRITTEN AND SIGNED COPY OF THOSE PROVISIONS IS FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AND ACCEPTED BY THE TRUSTEES, AND FURTHER AGREE TO FURNISH THOSE PROVISIONS TO THE AREA ADMINISTRATIVE OFFICE IN A TIMELY MANNER. IF A NEW PENSION ACCOUNT, THE EMPLOYER AGREES TO PROVIDE THE AREA ADMINISTRATIVE OFFICE WITH COMPLETED PAST EMPLOYMENT DATA FORMS. THE NEGOTIATING PARTIES CERTIFY THAT THIS DOCUMENT HAS NOT BEEN MODIFIED IN ANY MANNER.

NAME OF EMPLOYER City of Selah NAME OF ASSOCIATION _____
IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYERS, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER
 STREET ADDRESS 115 W Naches Ave CITY, STATE, ZIP CODE Selah WA 98942
 EFFECTIVE DATE OF THIS LABOR AGREEMENT 1/1/24

IF THIS CERTIFICATION IS SIGNED BY AN ASSOCIATION, THE ASSOCIATION WARRANTS AND REPRESENTS THAT IT HAS WRITTEN AUTHORIZATION FROM EACH LISTED EMPLOYER TO SIGN THIS CERTIFICATION AND TO SIGN THE LABOR AGREEMENT ON BEHALF OF SUCH EMPLOYER (IF THE LABOR AGREEMENT IS NOT SIGNED BY THE EMPLOYER).

INDICATE:
 RENEWAL NEW PENSION ACCOUNT NEW PENSION ACCOUNT BUT EMPLOYER PREVIOUSLY MADE PENSION CONTRIBUTIONS
 EMPLOYER OWNERSHIP CHANGE DATE OF CHANGE _____ SELLER _____
 EMPLOYER IS PART OF A CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES
 NAME OF PARENT COMPANY _____
 STREET ADDRESS _____ CITY, STATE, ZIP _____

FOR LABOR AGREEMENT RENEWALS:
 INDICATE PENSION ACCOUNT NUMBER(S) _____
 EMPLOYER IS A: CORPORATION PARTNERSHIP UNINCORPORATED SOLE PROPRIETORSHIP
 PUBLIC ENTITY LIMITED LIABILITY COMPANY (INDICATE - PARTNERSHIP CORPORATION
(PARTNERS OR UNINCORPORATED OWNERS ARE INELIGIBLE TO PARTICIPATE PERSONALLY IN THIS TAX-EXEMPT TRUST.)

APPROXIMATE NUMBER OF COVERED EMPLOYEES 4

THE UNDERSIGNED UNION AND EMPLOYER AGREE TO BE BOUND BY THE WESTERN CONFERENCE OF TEAMSTERS AGREEMENT AND DECLARATION OF TRUST AND PENSION PLAN AS NOW CONSTITUTED OR AS HEREAFTER AMENDED, AND TO BE BOUND BY THE ACTS OF THEIR RESPECTIVE UNION AND EMPLOYER TRUSTEES OR THEIR SUCCESSORS. THE EMPLOYER AGREES TO PAY THE TRUST FUND THE PENSION CONTRIBUTIONS SPECIFIED IN THE LABOR AGREEMENT WITH THE UNION. THE UNDERSIGNED UNION AND EMPLOYER SHALL BECOME PARTIES TO SAID AGREEMENT AND DECLARATION OF TRUST UPON ACCEPTANCE AS SUCH BY THE TRUSTEES. UPON THE EXPIRATION OF THIS OR ANY SUBSEQUENT LABOR AGREEMENT, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST FUND IN THE SAME AMOUNT AND MANNER AS REQUIRED IN THE MOST RECENT EXPIRED LABOR AGREEMENT UNTIL SUCH A TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTERS INTO A SUCCESSOR LABOR AGREEMENT WHICH CONFORMS TO THE TRUSTEE POLICY, WHICHEVER EVENT OCCURS FIRST. SIMILARLY, THE TRUSTEES RESERVE THE RIGHT TO GIVE NOTICE TO THE EMPLOYER AND UNION OF INTENT TO TERMINATE ACCEPTANCE OF FURTHER CONTRIBUTIONS FROM THE EMPLOYER. THE UNDERSIGNED AGREE THAT UPON RENEWAL OF THE LABOR AGREEMENT A COMPLETE COPY OF THE RENEWED LABOR AGREEMENT, INCLUDING MODIFICATIONS TO THE AGREEMENT, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE; AND, UPON WRITTEN ACCEPTANCE OF THE RENEWED LABOR AGREEMENT BY THE TRUSTEES, THE FOREGOING TERMS OF THE EMPLOYER-UNION PENSION CERTIFICATION SHALL BE APPLICABLE TO SUCH RENEWAL OF THE LABOR AGREEMENT. THE UNDERSIGNED UNION AND EMPLOYER ACKNOWLEDGE RECEIPT OF THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970 AND OF THE TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE THE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS.

UNION Teamsters Local Union 760
 BY Richard A. Salinas DATE 3/27/24
(SIGNATURE)
Richard A. Salinas
(PRINT NAME OF INDIVIDUAL SIGNING)

EMPLOYER City of Selah
 BY Roger L. Bell DATE 4-9-24
(SIGNATURE)
Roger L. Bell
(PRINT NAME OF INDIVIDUAL SIGNING)

TITLE Sec Treasurer PHONE NO. 509.452.7194 TITLE Mayor PHONE NO. 509-698-7332
 ACCEPTED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND.
 BY _____ DATE _____

TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970

(As revised for amendments, extensions and new Pension Agreements effective on or after January 1, 2020)

It is the policy of the Trustees of the Western Conference of Teamsters Pension Trust Fund to accept as Employer Contributions only payments made in accordance with a Pension Agreement that is not detrimental to the Plan. The determination of whether or not a Pension Agreement is detrimental to the Plan shall be made by the Trustees in their sole discretion. However, the list of provisions that follows is furnished as an illustration of those whose inclusion in a Pension Agreement may result in a determination by the Trustees that the Pension Agreement is detrimental to the Plan. It should be noted, however, that the list is not intended as an inclusive list of all such types of provisions.

1. Provisions that limit the employees on whose account contributions are to be made to those above a specific age.
2. Provisions that limit the employees on whose account contributions are to be made to those who will be eligible for retirement within a specified period.
3. Provisions that limit the persons on whose account contributions are to be made to those who have satisfied a specific minimum period of employment or seniority, except that persons performing the work of the bargaining unit may, for a period not to exceed ninety (90) calendar days, be covered under a contribution rate not less than ten (10) cents per hour, including PEER, from their first date of employment or utilization.
4. Provisions that limit the employees on whose account contributions are to be made to those who have worked more than a specified minimum number of hours in a particular period.
5. Provisions that permit contributions on a basis that will produce a contribution less than on all straight time hours worked by the employee, provided that for purpose of this rule paid vacation and paid holiday hours shall be included in straight time hours worked.
6. Provisions which permit or require pension contributions for persons who are not performing the work of the bargaining unit.
7. Provisions which reduce contributions for each compensable hour to less than that which applied prior to any date, except as provided in Number 3 above.
8. Provisions that provide different contribution rates within the same job classification other than during the specified waiting period as defined in Number 3 above. (Different contribution rates for substantially different job descriptions or classifications are permissible as determined by the Trustees in their sole discretion. To illustrate this concept: driver, warehouse, office, mechanic, sales, production would be considered substantially different descriptions/classifications under this provision.)

In administering the foregoing provisions, the Trustees, with regard to the interpretation of these Guidelines, will attempt to accommodate the bona fide needs of the parties to Pension Agreements as long as the Pension Agreements are not detrimental to the Plan. The Trustees, while retaining sole discretion over these issues, invite the parties to Pension Agreements to present proposals to the Trustees in advance of their adoption so that the Trustees may advise the parties on the acceptability of such proposals.

TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS

If a Covered Employer has been on referral to the Trust Fund's attorneys for a period of three months or more for collection of delinquent pension contributions due under a Pension Agreement, then the decision of whether to accept as a Pension Agreement any extensions, renewal, modification or replacement of that Pension Agreement shall be made by the Chairman and Co-Chairman/Secretary, acting jointly, rather than by an Area Administrative Office of the Trust Fund.

This Policy shall not apply to an extension, renewal, modification or replacement of a Pension Agreement where the sole reason the Covered Employer is on referral is a delinquency discovered through an examination of the books and records of the Covered Employer by the Trustees or their representatives or resulting from a Trust billing for contribution amounts supplemental to amounts the Covered Employer has reported to the Trust Fund on monthly transmittal report forms.

This Policy is supplemental to, and not in derogation of, the existing authority of the Chairman and Co-Chairman/Secretary to determine whether a collective bargaining agreement or other written agreement qualifies as a Pension Agreement and whether Employer Contributions under such agreement are accepted under the rules and regulations of the Trust Fund.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/9/2024

Agenda Number: *130*

Action Item

Item: Resolution Approving New Collective Bargaining Agreement with Public Works Department Union Employees for 2024-2026

From: Rob Case, City Attorney

Staff Recommendation: Approve the Resolution in the form presented

Board/Commission Recommendation: N/A

Fiscal Impacts: Multiple and various fiscal impacts, not all of which can be easily summarized. Among other things, the fiscal impacts include the following:

(1) [per Appendix A] annual raises of 5.5% during 2024 (which will be retroactive to January 1, 2024), 5.0% during 2025, and 4.5% during 2026 (and, relatedly, the City's employer-side federal tax payments will correspondingly increase);

(2) [per Article 25] increased educational incentive pay levels of 2.0% of base pay for AA degrees, 4.0% of base pay for BA or BS degrees, and 6.0% of base pay for MA, MS or higher degrees (in comparison to \$25.00 per month, \$50.00 per month, and \$75.00 per month as the applicable levels under the prior CBA);

(3) [also per Article 25] increased longevity incentive pay levels of 3.0% of base pay after 61 months of service, 5.0% of base pay after 121 months of service, 6.0% of base pay after 181 months of service, and 8.0% of base pay after 241 months of service (in comparison to 2.0% after 61 months of service, 5.0% after 121 months of service, and 7.0% after 214 months of service as the applicable levels under the prior CBA);

(4) [per Article 24] adjusted uniform and equipment allotments and financial allowance, including \$200.00 annually for footwear (in comparison to \$150.00 annual under the prior CBA);

(5) [per Article 16] higher premium payments by the City for employee coverage under a medical plan, dental plan and vision plan (the same plans from the prior CBA will continue to be used, but the premiums have increased due to the passage of time);

(6) [per Article 12] the addition of Juneteenth as a paid holiday; and

(7) [also per Article 12] adjusted and increased vacation accrual rates of 8 hours per month through 60 months of service, 11 hours per month at 61 months of service, 13 hours per month at 121 months of service, 15 hours per month at 181 months of service, and 17 hours per month at 241 months of service (in comparison to rates of 6.67 hours per month through 84

months of service, 10 hours per month at 85 months of service, 12 hours per month at 121 months of service, and 13.33 hours per month at 181 months of service as the applicable rates – which were recited in terms of days, rather than hours – under the prior CBA).

Funding Sources: General Fund 001; and also the “enterprise” funds that pertain to Public Works such as the Street Fund 110, the Water Fund 411, and the Sewer Fund 415.

Background/Findings/Facts: The existing Collective Bargaining Agreement – labeled “Public Works & Parks Agreement” and also including multiple Memorandum[s] of Understanding – between the City and the union-member employees of Selah Public Works Department expired at the conclusion of 2023. A copy of the now-expired Agreement is appended to this AIS, for comparison sake to the replacement Collective Bargaining Agreement that is the subject of this AIS.

Despite expiring, the now-expired Agreement has continued to govern the parties’ relationship during early 2024 as negotiations progressed on drafting and implementing a replacement Agreement.

A replacement Agreement – labeled “Collective Bargaining Agreement” – has been drafted following extensive negotiations between City management and the business agent of Teamsters Local Union No. 760. It is the subject of the instant AIS and a copy is appended hereto.

The replacement Agreement – including its Appendix A – measures 33 pages in length. The text changes – both in terms of substance and in terms of organization – are too extensive to enable a “redline” version that depicts each of the changes.

The most-notable fiscal impacts are summarized above in this AIS. As to wages, the replacement Agreement specifies, among other things, that the covered union-member employees will “receive retroactive pay for any hours worked or taken as paid leave from January 1, 2024, through the date that th[e] Agreement becomes effective”.

The replacement Agreement has been approved and signed by Richard A. Salinas, as the Secretary-Treasurer of Teamsters Local Union No. 760. City management is hereby requesting the City Council’s corresponding approval of the replacement Agreement. More fully, City Management seeks – via the attached proposed Resolution – the City Council’s and grant of authority for the Mayor and City Manager to sign and enter into, on behalf of the City, (1) the 33-page replacement Collective Bargaining Agreement with the union employees of the Public Works Department; and (2) any related or necessary additional documents, such as Trust subscription forms and/or Pension certification forms, to effectuate entry into and fulfillment of such replacement Collective Bargaining Agreement. Copies of some of the “additional documents” are also appended to this AIS.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
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RESOLUTION NO. 3114

RESOLUTION APPROVING NEW COLLECTIVE BARGAINING AGREEMENT
WITH PUBLIC WORKS DEPARTMENT UNION EMPLOYEES FOR 2024-2026

WHEREAS, the existing Collective Bargaining Agreement – labeled “Public Works & Parks Agreement” and also including multiple Memorandum[s] of Understanding – between the City and the union-member employees of Selah Public Works Department expired at the conclusion of 2023 but has continued to govern the parties’ relationship during early 2024 as negotiations progressed on drafting and implementing a replacement agreement; and

WHEREAS, a replacement agreement – labeled “Collective Bargaining Agreement” – has been drafted following extensive negotiations between City management and the business agent of Teamsters Local Union No. 760; and

WHEREAS, the replacement Collective Bargaining Agreement – including its Appendix A – measures 33 pages in length; and


WHEREAS, the replacement Collective Bargaining Agreement specifies, among other things, that the covered union-member employees will “receive retroactive pay for any hours worked or taken as paid leave from January 1, 2024, through the date that th[e] Agreement becomes effective”; and

WHEREAS, the replacement Collective Bargaining Agreement that is the subject of the instant Resolution has been approved and signed by Richard A. Salinas, as the Secretary-Treasurer of Teamsters Local Union No. 760; and

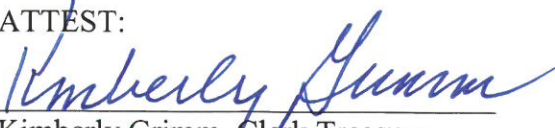
WHEREAS, the City Council finds that good cause exists for approving the replacement Collective Bargaining Agreement that is the subject of the instant Resolution;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor and City Administrator be and are authorized to sign and enter into, on behalf of the City, (1) the 33-page replacement Collective Bargaining Agreement with the union employees of the Public Works Department in the form appended hereto; and (2) any related or necessary additional documents, such as Trust subscription forms and/or Pension certification forms, to effectuate entry into and fulfillment of such replacement Collective Bargaining Agreement.

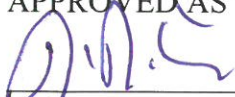
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of April, 2024.


Roger Bell, Mayor

ATTEST:


Kimberly Grimm, Clerk Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney



By and Between

ORIGINAL

CITY OF SELAH

PUBLIC WORKS & PARKS AGREEMENT

And

TEAMSTERS LOCAL UNION NO. 760

JANUARY 1, 2019 THROUGH DECEMBER 31, 2023

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 This Agreement is made and entered into by and between the CITY OF SELAH, WASHINGTON, a Municipal Corporation, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION NO. 760, the certified collective bargaining representative, hereinafter referred to as the "Union," for the purpose of fixing the wages, hours and working conditions affecting the employees.

ARTICLE 2 – RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full time and regular part time employees in the City's Public Works and Parks Departments with the exception of the employees covered by other bargaining agreements, Office-Clerical, employees of the Waste Water Treatment Plant, Director of Public Works, Public Works Utility Foreman, Director of Parks & Recreation, Parks & Recreation Coordinator and Confidential employees.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

3.1 Employees of the Employer covered by this Agreement may, following the beginning of such employment join the Union.

3.1.1 The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure

3.1.2 The Union and the employee may enter into an agreement to provide for a division of the costs incurred, should the employee request the Union's assistance in pursuing a grievance on the employee's behalf. If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on his behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.

3.2 - When the Employer hires a new employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, address, and classification of the employee hired. The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees appointed into bargaining unit positions membership materials supplied by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit. Per statute, Union representatives shall be given thirty minutes paid time with each new employee to discuss union membership.

3.3 Dues Cancellation

An employee may cancel payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice.

3.4 When provided a "voluntary check-off" authorization in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay, the Union's applicable dues, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless against all suits, orders or judgments brought or issued which may arise from the Employer making a good faith effort to administer this section.

ARTICLE 4 - RIGHTS OF PARTIES

4.1 Except as limited by the provisions of this Agreement, the Employer shall retain all rights, powers, functions, and authority vested in management by law, custom, practice and tradition, to manage and direct City in all of its various aspects, and to manage and direct its employees, including but not limited to the following: to operate and manage all manpower, facilities, and equipment; to establish programs and objectives; to establish and modify the organizational structure; to determine the utilization of technology; to select, direct, discipline, and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this Agreement. Whatever rights the Employer has retained pursuant to applicable law, rule, or regulation, shall not be exercised in a manner which conflicts with the provisions of this Agreement.

4.2 Union: The Union does not waive any right the Union has under applicable State Laws including but not limited to the right to require the City to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.

4.3 Employee Rights: All employees shall be entitled to and afforded the rights common to any citizen, regardless of occupational position. These rights shall include but are not limited to: The employee shall be granted the opportunity to contact and consult with an attorney-his own the employees choosing, or a representative of the Union, before and/or during any investigative interview. The employee shall not be subjected to any offensive language or public humiliation, nor shall the employee subject the Employer to any offensive language or public humiliation.

4.3.1 Employees shall have the right to have a witness / representative present at any meeting or conference with a supervisor or administrator that the employee feels may adversely affect their conditions of employment. When an employee requests a witness / representative, the meeting will be scheduled or adjourned until the witness / representative can be in attendance; provided the meeting shall occur within seven (7) working days, unless time lines are extended by mutual agreement.

Nothing herein shall be construed to preclude the supervisor or manager from formally meeting, counseling and consulting with an employee in confidence.

4.3.2 No employee shall be required to unwillingly submit to a polygraph test or to unwillingly answer questions for which the employee might otherwise properly invoke the protections of any Constitutional Amendment against self-incrimination.

4.3.3 Impact Bargaining: Prior to any major City personnel policy, practice, benefit, change, or alteration in working conditions or other terms of employment, the Union will be provided fifteen (15)

days but as many as practical may be given in emergency situations. If the change described above involves a mandatory subject of bargaining, the Union may negotiate the impact of the change. Either party to this Agreement may request mediation / arbitration under the Public Employment Relations Commission rules for any issue negotiated under this Article which goes to impasse. It is understood that any rules, policies, and practices in effect are subject to the terms of this Agreement, unless changed as set forth above.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

5.1 Regular Part-Time Employee: A Regular Part Time employee is one who is authorized by the City Council, has served his probationary period, who may work less than forty (40) hours per week, and will be paid not less than the wage rate as set forth in this contract for the type of work performed. A regular part time employee working eighty (80) hours per month or more is entitled to accrue all benefits and conditions as set forth in this Agreement, upon a pro-rata basis.

5.2 Regular Full-time Employees: A Regular Full-Time employee is one who has been approved by the City Council, has served his probationary period, is employed on a full-time basis of forty (40) hours per week, is paid the wage rate for the type of work performed based upon his years of service, and who accrues the full benefits and conditions of this Agreement.

5.3 Probationary Employee: A probationary employee shall be defined as any new hire who has not completed six (6) months of consecutive service with the Employer since his first (1st) day of employment within the bargaining unit. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period he may be discharged without further recourse. The grievance procedure shall not be utilized to resolve disputes pertaining to discipline, including suspension and/or discharge of probationary employees.

5.4 Temporary Labor may be used between March 1st and November 30th but may not be used to indefinitely fill positions currently held by regular full-time employees. At no time shall a bargaining unit member suffer a reduction of hours to less than forty (40) when temporary labor is used. The temporary labor should only be used within the parameters of streets, parks and right of way weed eradication. Any further use will be subject to bargaining.

ARTICLE 6 – SENIORITY

6.1 No employee shall acquire seniority until he has become a regular full-time or regular part-time employee under this Agreement. Said regular employee is one who has successfully completed his probationary period.

6.2 Seniority List: The lists of employees arranged in order of departmental seniority with the Employer shall be given to the Union on or before March 1st of each year upon request by the Union. Should more than one employee have the same hire date, the individuals involved will determine seniority by a coin flip. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement.

6.3 The seniority of an employee shall be considered broken, all rights forfeited, and there is no

obligation under this Agreement to rehire when the employee:

6.3.1 voluntarily leaves the service of the Employer

6.3.2 is discharged for just cause

6.3.3 is laid off for a period in excess of eighteen (18) consecutive calendar months.

6.4 Layoff & Recall: Seniority with the Employer shall prevail in case of layoff and recall. The last employee hired shall be the first (1st) employee laid off and the last employee laid off shall be the first (1st) employee rehired. If there is any question of any senior employee being capable to perform the work available in the case of layoff and recall, the Union may require the Employer to show just cause for not recalling or laying off such senior employee.

6.4.1 Any laid off employee is to be given fifteen (15) days notice except in cases of emergency before such layoff is to take place.

6.4.2 No permanent employee shall be laid off while another person in the same classification is employed on a probationary or temporary basis in a position for which permanent employee is qualified.

6.5 The employee who is most qualified for an available promotion or open position by virtue of training, experience, performance, ability and testing shall fill the available position. When qualifications are substantially equal between applicants for said position, the employee with the highest seniority standing will fill said position.

6.5.1 If the City determines that seniority rights should not govern because a junior employee or other individual possesses ability and performance substantially greater than a senior employee or employees, the City shall set forth in writing to the employee or employees and the Union its' reasons why the senior employee or employees has been bypassed.

6.6 Trial Service: An employee who is promoted to a higher rank or position within the bargaining unit shall serve a trial period not to exceed one hundred eighty (180) calendar days from the date of such promotion or transfer. Within this trial period, if the promoted or transferred employee declines the job or the Employer deems the employee to be unsuited for the job, the employee shall revert to his former position without prejudice or loss of seniority. Any employee promoted to a position outside the bargaining unit, shall have a seniority date computed on the basis of time previously served and positions included in the bargaining unit.

6.7 Transfer: Upon recommendation of the City Administrator or designee, or to meet the needs of the City, a transfer may be made. No person may transfer to a position for which he or she does not possess minimum qualifications. Persons accepting said action will be required to serve a trial service period. A trial service period shall be established for any employee who is granted a transfer. A transfer shall not be used to circumvent regulations regarding promotions, demotions or termination.

6.8 Promotion: Where all other factors are relatively equal, in the judgment of the City Manager, seniority may be used as a basis for promotion. Among the factors to be considered, but not necessarily limited to are: Examination results; Knowledge, training, ability, skill, and efficiency; Experience; Physical fitness; Ability to get along well with co-workers; Attendance records; and City employees

who are promoted must pass a new six (6) month trial service period.

6.8.1 Posting: The City agrees to post all vacant positions covered under the bargaining unit internally for seven (7) working days prior to any competitive announcement being released to the general public. Vacancies will be posted in the following locations: City Hall, City Shop, Treatment Plant, Public Works Office and Parks & Recreation Office.

6.8.2 Demotion: No employee will be demoted to a position for which he or she does not possess the minimum qualifications. An employee being demoted shall be notified two (2) weeks prior to demotion. An employee may be demoted: When his or her standard performance falls below that established for his or her particular class; When the employee becomes physically or mentally incapable of performing the duties of his or her position; For disciplinary purposes; or in lieu of layoff.

A demotion may be authorized by the City Administrator for any employee who requests it or to prevent a layoff. Any demotion to prevent layoffs may be reversed when the employee's previous position is reopened.

ARTICLE 7 - DEFINED LEAVES

7.1 Sick Leave: Employees shall accrue one (1) day sick leave for each month of employment and may accumulate without limit but cannot be taken as annual leave nor compensated for in money or other means at any time unless specified herein.

7.1.1 Less than full-time eligible employees shall accumulate sick leave on a pro-rata basis not to exceed twelve (12) working days per year, based upon the employee's assigned hours.

7.1.2 A deduction of one (1) working day of sick leave credit shall be made for each full day's absence due to the following reasons: Personal illness, injury, or quarantine of an employee by a qualified physician. The rate of sick leave pay shall be the same per day as that paid the employee per working day.

7.1.3 Sick Leave Incentive Program: Effective January 1, 2000 employees will start accruing sick leave and upon retirement (which shall be defined as immediately receiving PERS or LEOFF payments or 25 years of service or reaching the age of 62) from the City of Selah may exercise an option to convert unused sick leave accumulated at a rate equal to one (1) full days monetary compensation of the employee for each four (4) full days accrued leave to a maximum of 180 days converted to a maximum of 45 days pay. Such pay may be placed into the employees VEBA account or similar fund as provided by the City under applicable tax rules.

7.1.4 Notification: On the first day of illness, the employee must notify the Department Director or his/her designee before the end of the first hour after his /her shift begins if the employee is to receive credit for that day. When sick leave continues for three (3) days or more due to illness, the Department Director may require the employee to file a physician's certificate for the time the employee was absent. In the event of any failure to file a physician's certificate or report sick leave to the Department Director as required, the City Administrator may in his/her sole discretion, deny such leave with pay for the time of absence.

7.2 Bereavement Leave: An employee shall be allowed up to ten (10) working days of absence with full pay when arranging for and/or attending the funeral of a member of his immediate family. Immediate family shall be defined as a spouse, child, parent, brother, sister, grandparent or grandchild of the employee or of his spouse, or a more distant relative if living in the same household. Two additional days off may be granted by the Department Director in cases where the employee needs to travel out of town or where special circumstances warrant. All bereavement days shall be deducted from the employee's sick leave bank.

7.3 Any employee using sick leave for 3 or more consecutive regularly scheduled work days or who knows they will need accommodation for intermittent scheduling due to qualifying medical reasons shall report such need to their Department Head. The Human Resource Manager should be notified by the Department Head. This leave shall be provided in accordance with Washington's Family Care Act (FCA), Washington's Family Leave Act, and the Federal Family Medical Leave Act.

7.4 Personal Day: Employees covered by the Agreement may be absent from work without loss of pay or benefits for the purposes of attending funerals of individuals not covered in Section 7.5, or to attend to emergency business that must take place during normal working hours. Such absence shall be charged against the employee's sick leave bank, if any is available. If no sick leave is available, such time shall be deducted from any other leave bank as determined by the employee. Leave shall be taken in no less than one (1) hour increments.

7.5 Employees may use sick leave when caring for dependent children under the age of 18 where the employee's presence is necessary due to an illness.

7.6 Military Leave: A regular employee who is an active member of any organized reserve of Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his employment for a period not exceeding twenty-one (21) calendar days during each calendar year. Such leave shall be granted in order that the employee may take part in active training duty in such manner and at such time as he may be ordered to active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive his normal pay.

7.8 Leaves of Absence: A leave of absence is an approved absence, including medical leave of absence, from employment without pay and without loss of seniority. The Employer may grant a leave of absence for a period of up to twelve (12) calendar months. This period may be extended by mutual agreement between the Employer and the Union. Such leaves shall be in writing with a copy to the Union. Requests for leave renewal will be granted at the discretion of the Employer. The request must be in writing and must be submitted sixty (60) calendar days prior to effective date.

7.9 Workman's Compensation: Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the Employer. Upon receipt of this benefit by the Employer, the employee shall be credited with sick leave on a pro-rated basis of the State Industrial benefit to the

original amount of sick leave taken.

ARTICLE 8 - COMPENSATION FOR WITNESS OR JURY DUTY

8.1 When a regular employee covered by this Agreement is summoned for Jury Duty or is subpoenaed as a witness in any matter during or arising out of his employment, in any municipal, county, state or federal court, he shall advise the Employer upon receipt of such call or subpoena, and if taken from his work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service; providing he remits to the Employer his properly endorsed checks. Transportation allowance paid by the court shall not be included to compute the amount received for such service. Should an employee report for such service and be excused for the balance of that day, he shall report as soon as possible to his Employer for the purpose of working the balance of his special (jury duty or subpoenaed witness) shift. This special shift shall be consistent with the court appointed time.

ARTICLE 9 - HOURS OF WORK - OVERTIME

9.1 Work Day - Work Week: Eight (8) consecutive hours, inclusive of rest periods, but to exclude one (1) hour meal period, shall constitute a work day. Five (5) consecutive days, Monday through Sunday shall constitute a work week.

Generally, the working hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The "winter hours" will generally start November 1st and go through March 1st and will rotate one utility worker each week starting at 5:00 a.m. to 2:00 p.m. The "summer hours" will generally start June 1st and go through September 1st but at least one (1) utility worker and one park worker shall work a schedule of 8:00 a.m. to 5:00 p.m.

4/10's Option: During the daylight savings time period (April through October) the work week can be a 4/10's schedule. Ten (10) consecutive hours, inclusive of rest periods, but to exclude a one (1) hour meal period, shall constitute a work day. Four (4) consecutive days, Monday through Sunday shall constitute work week. During Holiday weeks (as defined in article 12.2) any employee working a 4/10's schedule shall automatically work a 5/8's schedule. The Department Director shall have sole discretionary power in determining sufficient staffing levels regarding scheduling.

9.1.1 Assignment of Weekend Personnel: In the Parks Department only, the City may schedule an employee in the parks on Saturday and Sunday as part of his/ her regular work week. The most junior employee shall have the weekend duty. It is understood that this duty shall only be assigned as needed. Scheduled hours will be consistent with the employee's normal work schedule.

9.1.2 Scheduled Work On Holidays Any employee who, due to the nature of his / her position, is required to work a full shift on a holiday (in a non emergency situation) shall be entitled to one (1) day vacation with pay, provided the day is used within six (6) months from the date it was earned, with due regard for the wishes of the employee and the needs of the City in selecting an alternate day.

9.2 Rest Periods: Each-work shift shall include-a one-hour meal period as near to-the-middle of the

shift as possible and one (1) fifteen (15) minute rest period each one-half (1/2) shift to be taken at the employee's discretion, unless directed by a supervisor, but not sooner than one (1) hour from the start of the employee's assigned shift. Employees may be required to respond to emergency situations during meal and rest periods. A meal period missed at the direction of the Employer, which is not the result of an emergency situation beyond the Employer's control, shall be paid as overtime.

9.3 Schedule Altered The normal work schedule may be altered by the Employer upon thirty (30) calendar days notice to the affected employees. The notice shall state the approximate length of the alteration, as well as a description of the job to be performed. Said notice shall be posted on the department bulletin board showing the employee's shift, work days and hours. The parties agree that in the event of an emergency or if activities with another jurisdiction cannot be achieved, the thirty (30) days can be waived. Summer hour modified start times shall be from June 1 through September 1 and winter hours modified start time shall be from November 15th through February 15th.

9.4 When presented with an emergency beyond his control, the Employer may alter the assigned work hours by giving prompt notification to the affected employees. The Employer shall not reschedule assigned work shifts for purposes of avoiding payment of overtime.

9.5 Employees may exchange shifts when unforeseen circumstances arise provided they first request and receive approval in writing from their immediate supervisor. Such exchange in shifts shall not, by itself, constitute a basis for entitlement to overtime compensation.

9.6 Overtime: All work performed in excess of the work day and/or work week as provided in Section 9.1 above, shall be compensated for at one and one-half (1-1/2) times the employee's regular straight time hourly rate. All overtime work must be authorized in advance by the supervisor authorized to sign overtime. Exception: The employee may, at his option, take equivalent time off on the basis of one and one-half (1-1/2) hour of compensatory time off for each one (1) hour of overtime worked. Compensatory time may accrue to a limit of eighty (80) hours, with any time in excess of eighty (80) hours paid at the applicable rate. Compensatory time will only be cashed out in the first pay period of the following months: March, June, September, and December. The Cash Out in December shall be mandatory, and no compensatory time will be rolled over to the following year. All compensatory time off must be scheduled seven (7) days in advance. The Director of Public Works or his designee, after consultation with the lead personnel shall confirm or deny the requested compensatory time off.

9.6.1 All overtime shall be paid for in increments of one-quarter (1/4) hour with the major portion of one-quarter (1/4) hour being paid as one-quarter (1/4) hour.

9.6.2 There shall be no compounding of overtime.

9.7. Employees who are called to work early, contiguous with their work schedule, and those held over at the end of their regular work schedule, will not be eligible for the minimum two hour call out pay but shall receive time and one half (1 ½) for only the actual time worked. When called in two hours or less prior to his/her regular shift, he/she will be allowed to complete his/her regular shift.

9.7.1 Callback Between Shifts: Employees shall be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours worked during said

callback.

9.7.2 **Callback on Regularly Scheduled Days Off:** Employees shall be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours worked during said callback.

9.7.3 **Callback During Holidays or Vacation:** Employees shall be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times their regular straight-time hourly rate of pay. Vacation period for callback purpose shall be defined as the period between the last hour of work of the shift prior to commencement of the employee's vacation, until the first (1st) hour of work of the employee's next shift following the vacation.

9.8 **Weekend Duty: Holiday Duty (See 10.2.3)** Public Works employees assigned the weekend duty shall be compensated as follows. All time spent working will be compensated at the rate of time and one half (1 1/2), with a minimum of two hours compensation per day or if the two-hour minimum is exceeded actual time worked. On a holiday all time spent working will be compensated at the rate of time and one half (1 1/2) with a minimum of three (3) hours compensation for that day.

9.8.1 **Standby:** No employee shall be required to be on standby, and no employee shall be required to respond back to work except in the event of an emergency.

9.9 **Call List:** No employee shall be required to be available for emergency callouts or callbacks. A call list will be made available to the city listing the Utility Worker III employees first followed by the Utility Worker II and then the Utility Worker I. If after calling for thirty (30) minutes with no one responding the calls will then be sent to the Foreman of Public Works, the Director of Public Works the City Administrator then the Mayor of the City of Selah. A qualified employee may volunteer to make himself / herself available to be called first. This will be coordinated through the Public Works Director.

ARTICLE 10 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

10.1 See attached Appendix A - (The above-mentioned Appendix is attached hereto and incorporated by this reference.

ARTICLE 11 - PAY ARRANGEMENTS

11.1 All employees shall be paid all monies earned by the end of their regular shift, no later than the last working day prior to the first (1st) and sixteenth (16th) of each month for preceding semi-monthly payroll period. There shall be no deductions other than required by law or authorized in writing by the Employee.

11.2 Each employee shall be entitled to an itemized statement of earnings and deductions, specifying his wage rate, hours paid, and other compensation payable to him as well as any and all deductions from his gross wages for the pay period.

11.3 Upon quitting or discharge, the Employer shall pay all monies due the employee no later than the pay period following such quitting or discharge.

11.4 The Employer agrees to implement a deferred compensation program which shall be available to members of the bargaining unit.

ARTICLE 12 - ANNUAL LEAVE

12.1 All regular employees shall accrue and be granted the following vacation accumulation according to the following schedule:

<u>Continuous Service</u>	<u>Vacation Days:</u>
0 thru 84th month	10
85th month thru 120th month	15
121st mo. thru 180th month	18
181st month and over	20

12.1.1 Regular part-time eligible employee's annual leave pay shall be on a pro-rata basis, based upon the employee's compensated hours in the previous month.

12.1.2 Prior to the completion of ~~one (1) calendar year~~ **SIX (6) MONTHS** of service, annual leave may not be taken unless prior approval, in writing, is granted by the City Manager.

12.1.3 The Employer will commence vacation scheduling during the month of December in the order of the employees' seniority. It is the employee's responsibility to schedule his or her vacation. Eligible employees must take at least one (1) block of five (5) consecutive days off per calendar year. Any vacation/annual leave usage scheduled during the remainder of the year and requested over seven (7) calendar days in advance of the days off, shall be scheduled in the order of their request without regard to seniority and provided the Employer can maintain minimum staffing requirements.

12.1.4 The vacation/annual leave schedule is a firm schedule and can only be changed by request of the employee and approval of the request by the Department Head, or by an emergency that might arise that would cause a vacation to be re-scheduled. In either case, the changes must be approved in writing by the City Administrator.

12.2 Holidays: The following holidays are recognized as being those for which annual leave in the form of holidays is granted:

New Year's Day	January 1st
M. L. King Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day following Thanksgiving	4th Friday in November

Christmas Day
Floating Holiday (1)

December 25th
Upon Department Head Approval

12.2.1 Only employees who are on the regular payroll during the period that encompasses the holiday shall be entitled to full holiday benefits. Employees who work part-time on an hourly basis or are temporary workers are not entitled to holiday benefits.

12.2.2 Any holiday falling on Saturday shall be observed on the Friday immediately preceding the holiday and any holiday falling on Sunday shall be observed on the Monday immediately following the holiday.

12.3 Annual leave is accrued at the previously stated rates in Section 12.1. However, only up to 240 hours of accrued annual leave will roll-over from year to year. Should an employee be denied usage of annual leave (being denied in November and December does not apply) any requested leave, in excess of 240 hours, will be paid to the employee as of the last pay period in December of the given year.

12.4 All requests for annual leave usage are subject to approval by the Department Head or his designee, but if a request is denied, the reasons for such denial shall be promptly communicated.

12.5 Any employee who by virtue of a defined leave is unable to utilize his scheduled annual leave shall not suffer a reduction in annual leave accrual, unless otherwise mutually agreed to by the parties.

12.6 The City and the Union have mutually agreed to create and establish a policy for catastrophic leave to allow the employees of the City of Selah to donate leave to fellow employees with a catastrophic illness or injury.

Policy for Catastrophic Leave/ Illness: Sick Leave/Annual Leave Sharing Program for Catastrophic Illness: A leave contribution program is established to permit employees of the City of Selah to transfer a specified amount of accumulated leave (vacation leave and sick leave) to another employee of the City of Selah. The recipient employee must have an extraordinary or serious illness or injury; have depleted or shortly will deplete all leave reserves, (vacation leave, sick leave; and not be eligible for industrial insurance benefits. The donating employee may not request a transferred amount that would result in their leave balance falling below ten (10) days. Unused leave is returned to the donating employees on a pro-rata basis. This provision shall be administered by City Hall. Leave time shall not be transferred without a written request signed by the donating employee, on such a form as shall be provided by the City Hall.

ARTICLE 13 - PARTIES RESPONSIBILITIES

13.1 The parties recognize that security and continuity of employment can result only when a spirit of harmony, cooperation and reasonable and fair compromise exists and to the accomplishment of that end, each party pledges itself to an honest observance of the terms of this Agreement and to the exercise of patience and understanding. All employees shall represent them-selves and the Employer to the public in a manner which shall be courteous, efficient, and helpful.

13.2 The parties recognize the need to maintain and increase individual productivity and quality of

public service; to prevent interruptions of work and the interference with the efficient operation of the City; promote harmonious relations and establish procedures for the orderly resolution of disputes and grievances; and serve the safety, health and welfare of the community.

ARTICLE 14 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE

14.1 The Employer shall pay into the appropriate employees' retirement program, Industrial Insurance, and OASI, as required, at the prescribed rate, by law.

14.2 The bargaining unit members' pre-tax wages shall be reduced each month by the amounts paid on account of each member pursuant to sections 14.2.2 hereof. The parties agree that contributions into the Western Conference of Teamsters Pension Trust shall be made on behalf of all Regular Part-Time Employees, Regular Full-Time Employees, Probationary Employees and Temporary Labor (who receive compensation) at the designated amounts as stipulated in Article 14.2.2 of the Collective Bargaining Agreement.

14.2.1 In lieu of an identical amount of pre-tax wages of each bargaining unit member, the employer shall pay each month into the Western Conference Teamster Pension Trust the below referenced amount on account of each bargaining unit member for each hour for which compensation is paid to him/her, but not to exceed one hundred eighty-four (184) straight time hours for each month, with a maximum of two thousand eighty (2,080) straight-time hours per year. A compensable hour is to be considered all hours with the exception of overtime hours.

14.2.2 Effective January 1, 2019 ten cents (\$.10) an hour will be diverted from employee's wages to the Western Conference of Teamsters Pension Trust, total contribution will be one dollar and fifty cents (\$1.50) per compensable hour.

ARTICLE 15 - LIABILITY INSURANCE

15.1 Liability Insurance - The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof, in order to reasonably protect and indemnify employees from liability to third (3rd) parties resulting from employees negligently performing duties within the scope of employment.

ARTICLE 16 - HEALTH CARE BENEFIT PROGRAMS

16.1 The Employer shall pay each month into the following employee health care benefit plans, on behalf of each member of the bargaining unit who was compensated for eighty (80) hours or more in the preceding month.

16.1.1 Medical Plan: Effective January 1, 2019, based on December 2018 hours, the Employer agrees to pay monthly contributions for medical insurance with 9-month disability waiver (\$11.40), dental and vision benefit Plans.

16.1.2 Medical Plan: Effective (Possibly January, if approved by Trust) February 1, 2019 based on December 2018 hours, Washington Teamsters Welfare Trust Medical Plan Z, (2019 contribution rate to

be determined by November 2018. 2018 rate is \$1065.27)

16.1.2.1 Disability Waiver Plan: Effective January 1, 2019, Washington Teamsters Welfare Trust 9 Month Disability Waiver Plan, (2019 contribution rate to be determined by November 2018. 2018 rate is \$11.40).

16.1.3 Dental Plan: Effective January 1, 2019, Washington Teamsters Welfare Trust Dental Plan A, (2019 contribution rate to be determined by November 2018. 2018 rate is \$130.50).

16.1.4 Vision Plan: Effective January 1, 2019, Washington Teamsters Welfare Trust Vision Plan, (2019 contribution rate to be determined by November 2018. 2018 rate is \$14.90).

16.2 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

ARTICLE 17 - SECTION 125 PLAN - VEBA III PLAN

17.1 Effective January 1, 1999, the Employer agrees to provide a Section 125 Plan to employees to pay medical expenses and child care expenses from pre-tax dollars.

17.2 Effective January 1, 1999, the Employer shall establish a Supplemental Medical account on behalf of each member of the bargaining unit. The benefit account shall be administered by the VEBA Trust for Public Service Employees in the State of Washington. The contribution to the VEBA Trust benefit accounts will be from each employees' gross wages and shall be calculated as follows: Beginning January 1999, a monthly benefit contribution amount equal to .5% of each employee's current salary; Beginning January 2000 a contribution amount equal to 1% of each employee's current salary; and Beginning January 2001, a contribution amount equal to 1.5% of each employee's current salary.

17.3 Effective January 1, 2019 the City will provide a \$750 VEBA contribution to each employee, first paycheck in January annually.

ARTICLE 18 - REMITTANCE FOR EMPLOYEE BENEFIT PLANS

18.1 The total amount due for each calendar month for each of the employees benefit plans as set forth in Articles 16 and 17, shall be remitted in a lump sum not later than ten (10) business days after the last business day of such preceding month.

ARTICLE 19 - FRINGE BENEFIT BOOKLETS & SELF-PREMIUM PAYMENTS

19.1 Each employee has been provided a copy of this Labor Agreement and current copies of the various fringe benefit booklets named in Articles 16 and 17. It is the responsibility of the employee to read these fringe benefit booklets in order to familiarize himself with the various plans and determine when he will become eligible for each benefit. If an employee misplaces any of the plant booklets, he should contact the Local Union office for a replacement copy.

19.2 Certain fringe benefit plans permit self-premium payments for a given number of months, in the

event the employee is not compensated the required number of hours for the Employer to pay the premium coverage. It is the employee's responsibility to immediately contact the Local, Union office to determine which of the benefits allow self-payments to continue the coverage for himself and family.

ARTICLE 20 - TRUST FUND DELINQUENCIES

20.1 In the event the Employer is delinquent in the payment of any contribution required by Articles 16 and 17, employees or the Union shall have the right (notwithstanding any other provision of this Agreement) to take any legal or economic action they deem fit against the Employer to collect such delinquent amounts. In the event legal action is required to collect the Employer's contributions, then the Employer shall be liable for all costs and expenses of litigation, including reasonable attorney fees.

ARTICLE 21 - ACCEPTANCE OF TRUSTS

21.1 The Employer hereby acknowledges that it has received true copies of the Northwest Teamsters Dental Trust, and the Washington Teamsters Welfare Trust, Negotiated Life Insurance Plan, and shall be considered a party thereto. The Employer further agrees that the Employer-Trustees named in said trusts, and their successors in trust are and shall be its representatives and consents to be bound by the actions and determinations of the trustees.

ARTICLE 22 - DISCIPLINE-DISCHARGE-SUSPENSION-WRITTEN WARNING NOTICE

22.1 If the Director of Public Works or his designee believes there is just cause to discipline any employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public. Further, said discipline shall not violate the employee's rights as contained in this Agreement. Any employee, who is the subject of an investigation which may lead to disciplinary action, shall be informed of the nature of the charge and offered an opportunity to have a representative present during questioning. The parties understand that the Employer is obligated to notify the employee of an investigation at the time of questioning.

22.2 The parties to this Agreement recognize the principle of progressive discipline. The Employer may discharge or suspend an employee for just cause but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee and copy to the Union of the complaint against him concerning his work or conduct within fourteen (14) calendar days of the date of such violation, or fourteen (14) calendar days from the date such violation became known to the Employer. Otherwise, such written warning notice shall be null and void. No such written warning notice shall be necessary if the cause for discharge or suspension is dishonesty, drinking related to his employment, illegal possession and/or use of federally-designated drug abuse items, or such other misconduct which is so serious in nature as to justify discharge without a written warning notice. A copy of any written warning, suspension, or discharge notice shall be sent to the Union at the time it is given to the employee.

22.3 Any employee who is subject to discharge, suspension, or written warning notice, may seek appeal through-the contract Grievance Procedure-as outlined in Article 23.

22.3.1 Should any employee option to appeal a disciplinary action through other provisions of this Agreement's Grievance Procedure, the matter shall be handled in accordance with Section 23.3 and

subsequent provisions of this Agreement. Any such appeal shall be presented to the Employer within ten (10) calendar days, exclusive of holidays, after the discharge, suspension or written warning notice, and if not presented within such period, the right of protest shall be waived.

ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE

23.1 "Grievance" as used herein shall mean any dispute between the Employer and his employee's and/or the Union.

23.2 STEP I: An employee having a concern which he feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or fourteen (14) calendar days from the time such matter became known, or should have become known to the employee, or it shall be deemed waived. The employee is to first (1st) discuss the matter with his immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by his Union representative if he feels that it is necessary.

23.3 STEP II: If it is determined a grievance does exist and it is not resolved within the fourteen (14) calendar days of Step I, the grievance shall be reduced to writing and an attempt will be made to resolve the grievance with the Department Director, the grievant(s) and the Union, within fourteen (14) calendar days of the conclusion of Step I. If the grievance is not satisfactorily resolved within the additional fourteen (14) calendar days, then,

23.4 STEP III: The grievance shall be referred to a committee consisting of four (4) members, two (2) appointed by the Mayor and two (2) appointed by the Union. Such committee shall attempt to reach a majority decision on such dispute or grievance. If such committee fails to reach a majority decision on such dispute or grievance submitted to it within fourteen (14) calendar days, either party shall have the right to submit the dispute or grievance to arbitration.

23.5 STEP IV: If the matter is submitted to arbitration the parties shall select an impartial arbitrator within fourteen (14) calendar days after the request is made to arbitrate. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within seven (7) calendar days thereafter request the Public Employees Relations Commission to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seven (7) calendar days after its receipt, the parties shall meet, whereupon the aggrieved party shall strike the first (1st) name, then each will alternately strike one (1) of the names submitted until only one name remains. The person whose name remains shall be selected as the sole arbitrator.

23.6 The arbitrator shall commence hearings within a reasonable period of time after his selection and shall render his award in writing within thirty (30) calendar days. The award of the arbitrator, together with his written findings and conclusions shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. The Arbitrator is not vested with the power to change, alter, or modify this Agreement in any of its parts.

23.7 The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the party incurring them.

23.8 The Employer and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the above time limits deprive the arbitrator of authority to decide the grievance.

ARTICLE 24 - UNIFORMS AND EQUIPMENT

24.1 The Employer shall furnish employees with uniforms consisting of shirts, pants or coveralls and hats for regular field personnel. Part-time regular employees may receive uniforms at the Department Head's discretion. Employees will launder the uniforms.

Clothing Provided: The Employer shall supply by the first (1st) Monday in October of each year with the return of previous issue, at no cost to each employee the following:

- 1) Shirts- Five (5) Winter long sleeved
Five (5) Summer short sleeved (Polo or golf type.)
- 2) Coveralls- One (1) light weight, non-insulated short sleeve summer coverall, and one (1) pair insulated winter bibs and one (1) winter coat.
- 3) Rain Gear-One (1) rain slicker per year as needed
- 4) Baseball Cap-As needed (with City logo) not to exceed three (3) per year
- 5) Pants - Five (5) pair pants
- 6) Hip Boots -Six (6) pair of hip boots shall be supplied and shall be kept at the City shop for use as needed by the affected employees.
- 7) Protective Clothing-Protective clothing and equipment required by the City will be furnished by the City.
- 8) Gloves – Three (3) pairs yearly (\$30.00 maximum per year)
- 9) One (1) orange safety jacket
- 10) Shoes – the City shall pay each employee one hundred fifty dollars (\$150.00) annually for the purchasing of work boots.

24.2 In the event an employee's work clothes are soiled beyond normal the employee may have the clothes laundered at an outside facility at employer expense.

24.3 All Employees issued a City phone must carry the phone during working hours.

ARTICLE 25 - EDUCATIONAL AND LONGEVITY INCENTIVE

25.1 It is agreed between the parties that education, when related to the job function, has intrinsic value to the employee and to the community in the performance of his or her service. Any regular full-time employee shall be eligible and receive educational incentive pay for college degrees earned while in service as an employee with the City of Selah in fields related to job function or classification.

AA Degree - \$25.00 per month

BA Degree - \$50.00 per month

MA Degree - \$75.00 per month

25.2 Tuition Reimbursement: The Employer agrees to reimburse any eligible employee for tuition costs incurred when attending a job-related and accredited course approved in advance. The employee must first utilize monies under other educational subsidy programs utilizing State, Federal, or private funds. Tuition repayment will be made upon evidence of satisfactory completion with a final grade of "C/2.0" or better, being provided to the Employer. Thereupon reimbursement will be made within the next pay period.

25.3 Longevity Incentive Pay: Each employee of the bargaining unit shall receive longevity pay based upon the schedule below. Time served shall include all time worked for the Employer in a fulltime capacity as part of the Public Works or Parks Department or the City of Selah. This shall be an annual payment as a separate check, less standard deductions. In order to receive this longevity incentive pay the employee must be on the payroll in November. There will be no proration for employees who leave the City of Selah before the November cutoff date. Longevity pay will be issued the Monday prior to Thanksgiving.

<u>Length of Service</u>	<u>Incentive Pay</u>
0 to 60 months of service	0%
61 to 120 months of service	2% of gross non-overtime salary
120 to 240 months of service	5% of gross non-overtime salary
241 months of service and over	7% of gross non-overtime salary

25.4 Longevity Incentive Pay: Each full-time employee of the bargaining unit shall receive longevity pay, based upon the schedule above as a separate check, less standard deductions. Time served shall include all time worked for the Employer as part of the Police or City of Selah. Longevity pay will be issued the Monday prior to Thanksgiving Day and it will be calculated on the gross annual salary as of November 15th of each year. After an employee has worked for the City for five (5) years and they separate employment for any reason, they will receive pro-rated longevity pay.

ARTICLE 26 - UNION ACTIVITY

26.1 Non-Discrimination: No employee shall be unlawfully discriminated against for upholding lawful Union principles. Any employee who works under the instructions of the Union or who serves on a committee shall not lose his job or be discriminated against for this reason, provided such activities do not interfere with the employee's duties. No employee shall suffer a reduction in wages or more favorable working conditions due to the signing of this Agreement.

26.2 Union Investigative and Visitation Privileges: The Business Representative of the Union, with the permission of the department head or his designee, may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit his activities during such investigations to matters relating to this Agreement; provided however, he shall not interfere with the operation of normal routine of any department.

26.3 Bulletin Board: The Employer agrees to provide suitable space to be used as a Union bulletin board. Posting by the Union on such board is to be confined to official business of the Union.

26.4 Shop Steward(s): The Employer recognizes the designation of one or more shop stewards designated by the Union and agrees not to discriminate, retaliate or interfere with same in the performance of their official duties. Such steward(s) will be allowed a reasonable amount of time to meet with management without loss of pay or benefits.

ARTICLE 27 - GENERAL PROVISIONS

27.1 Medical Exams: Any physical examination, T.B. skin test, X-rays, required by the Employer shall be taken on Employer time whenever practical, and shall be paid by the Employer, provided said services are by a physician or institution specified by the Employer. All employees of the bargaining unit will be subject to random urinalysis drug testing. The cost of the urinalysis test shall be paid by the Employer and the testing shall occur on Employer time.

27.2 Standards: The Union recognizes the right of the Employer to establish such reasonable Employer rules as he may deem necessary, provided that such rules are not in conflict with the terms and provisions of this Agreement. Employees shall be made aware of such rules and are to be applied equally to all employees of the Employer.

27.3 Non-Discrimination: The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, or physical handicap to the extent provided by law, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, national origin, age, or physical handicap.

27.4 Training: The employee shall continue to complete professional training and re-qualification requirements of the Employer, and as may be required by State regulations. The Employer will pay the actual training, travel, per diem. The per diem allowance is \$14 breakfast, \$16 lunch, and \$25 dinner. We reserve the right to unilaterally increase these amounts.

27.4.1 Prior to traveling outside the City, the employee shall obtain approval for the trip and the mode of travel from the Department Head.

27.4.2 Travel on official business outside the City by a single individual should be via public carrier or City owned vehicle; however, if a private vehicle is used, mileage shall be paid at the current approved IRS mileage rate.

27.4.3 Expense receipts are required for reimbursement.

27.4.4 Advance Travel - Advance travel is also available when employees are required to travel outside city limits on city business. The advance travel fund is solely for advance travel purposes; not direct payments to vendors. Advance travel includes amounts paid for the use of personal automobiles, other transportation, and actual expenses. Per diem or actual expenses as approved by the City Administrator shall be allowed per day of travel. Money is advanced to an individual who is going on travel status for travel related expenses that he/she will pay out of his/her pocket. It is not used for personal loans, payment of airline tickets directly to the ticket agency, pre-registration fees, and reimbursement to

employees or officers for travel already incurred or for other travel or office expenses:

Settlement of advances will be made on or before the tenth (10th) day following the close of the travel period by filing with the Clerk/Treasurer, and itemized statement of expenses and proof of expenses. Class or seminar schedules are not to be turned in with the statement of expenses.

27.4.5 Accounting - Any default in accounting for or repayment an advance shall render the full amount which is unpaid immediately due and payable with interest at the rate of ten percent (10%) per annum from the date of default until repaid. To protect against any losses on advances, the City shall have the prior lien against and right to withhold any and all funds to whom such advances have been given. No advance of any kind may be made to any employee at any time when he/she is delinquent in accounting for or repaying a prior advance.

27.4.6 C.D.L. Endorsement Required Certifications: Any license or certification required by the employer, as a condition of employment or promotion, other than a basic Washington State Drivers License shall be paid for by the employer. The employer shall provide to the bargaining unit, a yearly update on each individual's status regarding continuing education units as contained in City personnel file.

27.5 Gender: Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

27.6 Bargaining Unit Work: Only employees who are members of the bargaining unit shall perform work of the bargaining unit, except in the case of an emergency beyond the Employer's control, for the purpose of instruction, training, or to assist in the handling of special events.

ARTICLE 28 - PERSONNEL FILES

28.1 Employee(s) shall have the right to review material in their personnel files maintained in the Employer's Personnel Office during regular business hours. The employee may have a representative of the Union accompany him if so desired. Upon request, copies of documents in the personnel file shall be provided to the employee.

28.2 The personnel file will contain all evaluation reports that have been completed by an authorized administrator, and such other material that would assist in evaluating the employee. Yearly evaluations shall begin by March 10th and be concluded by May 30th of each year.

28.3 Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel file.

28.4 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photographs, shall be confidential and shall restrict the use of information in the files to official use by the Employer.

28.5 After two (2) years an employee may request in writing that derogatory material other than

yearly evaluations be expunged from his file. Decisions on such request shall be made by the Department Head or his designee in consultation with the Union.

ARTICLE 29 – NO STRIKE – NO LOCK OUT

29.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited. The Employer may discharge and/or discipline any employee who violates this section. No employee shall be entitled to any pay and/or benefits for the period in which he/she is engaged in any strike, slowdowns, work stoppages or other interference with work. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

No lockout of employees shall be instituted by the Employer.

ARTICLE 30 - SAVINGS CLAUSE

30.1 If any Article or Section of the Agreement or any Appendixes thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement or any Appendixes thereto shall continue in full force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction or shall be re-negotiated for the purpose of an adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the grievance procedure outlined in this Agreement shall be applicable.

ARTICLE 31 - TERM OF AGREEMENT

31.1 This Agreement shall be in full force and effect from January 1, 2019 and shall remain in full force and effect through December 31, 2023. Either party may, upon ninety (90) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate amendments.

The City and the Union may by mutual agreement, open Article 16 – Health Care Benefit Programs for the purpose of considering other plans and/or providers.

**SIGNED FOR THE CITY:
MUNICIPALITY OF SELAH**

By Sherry Raymond
Mayor

Date October 23, 2018

ATTEST:

By Dale Novobielski
City Manager
DALE NOVOBIELSKI, CLERK/TREASURER

Date 10/23/18

**SIGNED FOR THE UNION:
TEAMSTERS LOCAL UNION NO. 760**

By Leonard J. Crouch
Secretary-Treasurer

Date 10.18.18

ORIGINAL

APPENDIX "A"
PUBLIC WORKS & PARKS DEPARTMENT EMPLOYEES

ARTICLE 1A - DEFINITIONS OF PUBLIC WORKS DEPARTMENT EMPLOYEES

1.A.1 A Public Works and/or Parks Department employee is one who is working and engaged in, limited to, activity which requires work in the Selah Public Works Department.

ARTICLE 2A - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

2.A.1 The following salary schedule for Public Works & Parks Department employees shall be effective January 1, 2019.

2019	2% increase above the 2018 wage rates.
2020	2% increase above the 2019 wage rates.
2021	2% increase above the 2020 wage rates.
2022	2% increase above the 2021 wage rates.
2023	2% increase above the 2022 wage rates.

Classification	Monthly Salaries				
	2019	2020	2021	2022	2023
Public Works Foreman	\$ 5,450	\$ 5,559	\$ 5,670	\$ 5,784	\$ 5,899
Utility Lead	\$ 5,317	\$ 5,424	\$ 5,532	\$ 5,643	\$ 5,756
Utility Worker III	\$ 5,063	\$ 5,165	\$ 5,268	\$ 5,373	\$ 5,481
Utility Worker II	\$ 4,724	\$ 4,818	\$ 4,914	\$ 5,013	\$ 5,113
Utility Worker I	\$ 4,380	\$ 4,467	\$ 4,557	\$ 4,648	\$ 4,741
Utility Worker Trainee	\$ 4,023	\$ 4,103	\$ 4,185	\$ 4,269	\$ 4,354

2.A.2 Temporary Step-Up Pay: Any employee who works for two (2) consecutive weeks in a higher classification shall be entitled to be paid at the rate of pay for that classification for the duration of the time they work in that classification or until the termination of this Agreement, whichever comes first. Such increase in pay shall commence on the first day of the pay period following the completion of said two (2) week service.

2.A.3 The employer will establish two (2) lead positions, one lead in the Utility division and one lead in the Parks division. It is understood that in this position the lead will have the responsibility to direct the workforce and report work rule and contractual infractions to management, but they will not be permitted to hire, fire or recommend disciplinary actions. It is further understood that in recognition of their additional responsibilities, the lead shall be paid at five percent (5%) above the Utility III wage rate.

2.A.3.1 The Union and the bargaining unit recognize that inclusion of the lead position in the same bargaining unit as the Utility and Park employees shall not inhibit, restrain, or in any way adversely affect the performance of the duties of the lead position, including, but not limited to the duty of working closely with management in handling matters pertaining to rank and file employees, when such is necessary for the effective management of the public works and parks operation and the duties of not disclosing information which is confidential management information.

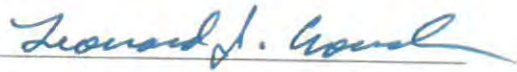
**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TEAMSTERS LOCAL 760
AND
THE CITY OF SELAH**

Teamsters Local 760 and the City of Selah hereby adopt the following language to define the intent of the utilization of seasonal employees.

Seasonal Employees: A seasonal employee is one who has been appointed by the City to a temporary position with the City. Such employees may work on a part-time seasonal basis as prescribed by the City. Seasonal employees perform only seasonal duties as assigned, incidental to seasonal needs of the Department, including grounds maintenance, gardening, and other special duties, arising during the period of Seasonal employment. Such seasonal employee(s) shall not be used to displace Regular part-time or a Regular full-time or probationary employee. In no event shall a seasonal employee be employed for longer than nine (9) consecutive months unless extended for a longer period of time by mutual agreement of the City and the Union. A seasonal employee is not a member of the bargaining unit and is not entitled to any of the benefits covered by this agreement. Seasonal employees shall not perform bargaining unit work.

Teamsters Local 760:

The City of Selah:





Date: 10.18.18

Date: Oct. 23, 2018

ORIGINAL

Collective Bargaining Agreement

By and Between the

City of Selah, Washington



And

Teamsters Local 760



Representing the

Public Works Employees

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

ORIGINAL

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 This Agreement is made and entered into by and between the CITY OF SELAH, WASHINGTON, a Municipal Corporation, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION NO. 760, the certified collective bargaining representative, hereinafter referred to as the "Union," for the purpose of fixing the wages, hours and working conditions affecting the employees.

ARTICLE 2 – RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full time and regular part time employees in the City's Public Works Department with the exception of the employees covered by other bargaining agreements, Office-Clerical employees, Administrative Assistants, employees of the Wastewater Treatment Plant, Director of Public Works, Public Works Utility Supervisor, Community Services Manager, and Confidential employees.
 - A. The Union and Employer agree that the following positions are not included in the bargaining unit: Permit Specialist, Engineer Technician, Recreation Coordinator for youth sports, and Facility Coordinator for the Civic Center. The Employer agrees to voluntarily recognize these positions if the Union provides signed membership cards.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

- 3.1 Employees of the Employer covered by this Agreement may, following the beginning of such employment join the Union.
 - A. The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure.
 - B. The Union and the employee may enter into an agreement to provide for a division of the costs incurred, should the employee request the Union's assistance in pursuing a grievance on the employee's behalf. If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on his/her behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.
- 3.2 When the Employer hires a new employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, address, and classification of the employee hired. The

Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees appointed into bargaining unit positions membership materials supplied by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit. Per statute, Union representatives shall be given thirty (30) minutes paid time with each new employee to discuss union membership.

3.3 Dues Cancellation

An employee may cancel payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice.

- 3.4 When provided a "voluntary check-off" authorization in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay, the Union's applicable dues, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless against all suits, orders or judgments brought or issued which may arise from the Employer making a good faith effort to administer this Section.

ARTICLE 4 - RIGHTS OF PARTIES

- 4.1 Except as limited by the provisions of this Agreement, the Employer shall retain all rights, powers, functions, and authority vested in management by law, custom, practice and tradition, to manage and direct City in all of its various aspects, and to manage and direct its employees, including but not limited to the following: to operate and manage all manpower, facilities, and equipment; to establish programs and objectives; to establish and modify the organizational structure; to determine the utilization of technology; to select, direct, discipline, and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this Agreement. Whatever rights the Employer has retained pursuant to applicable law, rule, or regulation, shall not be exercised in a manner which conflicts with the provisions of this Agreement.
- 4.2 Union: The Union does not waive any right the Union has under applicable State Laws including but not limited to the right to require the City to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.
- 4.3 Employee Rights: All employees shall be entitled to and afford the rights common to any citizen, regardless of occupational position. These rights shall include but are not limited to: The employee shall be granted the opportunity to contact and consult with an

attorney of his/her own choosing, or a representative of the Union, before and/or during any investigative interview. The employee shall not be subjected to any offensive language or public humiliation, nor shall the employee subject the Employer to any offensive language or public humiliation.

- A. Employees shall have the right to have a witness/representative present at any meeting or conference with a supervisor or administrator that the employee feels may adversely affect his/her conditions of employment. When an employee requests a witness/representative, the meeting will be scheduled or adjourned until the witness/representative can be in attendance; provided the meeting shall occur within seven (7) working days, unless timelines are extended by mutual agreement.
- B. Nothing herein shall be construed to preclude the supervisor or manager from formally meeting, counseling and consulting with an employee in confidence.
- C. No employee shall be required to unwillingly submit to a polygraph test or to unwillingly answer questions for which the employee might otherwise properly invoke the protections of any Constitutional Amendment against self-incrimination.
- D. Impact Bargaining: Prior to any major City personnel policy, practice, benefit, change, or alteration in working conditions or other terms of employment, the Union will be provided fifteen (15) days but as many as practical may be given in emergency situations. If the change described above involves a mandatory subject of bargaining, the Union may negotiate the impact of the change. Either party to this Agreement may request mediation / arbitration under the Public Employment Relations Commission rules for any issue negotiated under this Article which goes to impasse. It is understood that any rules, policies, and practices in effect are subject to the terms of this Agreement, unless changed as set forth above.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

- 5.1 Regular Part-Time Employees: A Regular Part-Time Employee is one who is authorized by the City Council, has served his/her probationary period, who may work less than forty (40) hours per week, and will be paid not less than the wage rate as set forth in this Agreement for the type of work performed. A Regular Part-Time Employee working eighty (80) hours per month, or more, is entitled to accrue all benefits and conditions as set forth in this Agreement, upon a pro-rata basis.
- 5.2 Regular Full-Time Employees: A Regular Full-Time Employee is one who has been approved by the City Council, has served his probationary period, is employed on a full-time basis of forty (40) hours per week, is paid the wage rate for the type of work

performed based upon his years of service, and who accrues the full benefits and conditions of this Agreement.

- 5.3 Probationary Employees: A probationary employee shall be defined as any new hire who has not completed six (6) months of consecutive service with the Employer since his/her first (1st) day of employment within the bargaining unit. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period he may be discharged without further recourse. The grievance procedure shall not be utilized to resolve disputes pertaining to discipline, including suspension and/or discharge of probationary employees.
- 5.4 Seasonal Employees: A seasonal employee is one who has been appointed by the City to a temporary position with the City. Such employees may work on a part-time seasonal basis as prescribed by the City. Seasonal employees perform only seasonal duties as assigned, incidental to seasonal needs of the Department, including grounds maintenance, gardening, and other special duties, arising during the period of Seasonal employment. Such seasonal employee(s) shall not be used to displace Regular part-time or a Regular full-time or probationary employee. In no event shall a seasonal employee be employed for longer than nine (9) consecutive months unless extended for a longer period of time by mutual agreement of the City and the Union. A seasonal employee is not a member of the bargaining unit and is not entitled to any of the benefits covered by this agreement. Seasonal employees shall not perform bargaining unit work.
- 5.5 Temporary Labor may be used between March 1st and November 30th but may not be used to indefinitely fill positions currently held by regular full-time employees. At no time shall a bargaining unit member suffer a reduction of hours to less than forty (40) when temporary labor is used. The temporary labor should only be used within the parameters of streets, parks and right of way weed eradication. Any further use will be subject to bargaining.

ARTICLE 6 – SENIORITY

- 6.1 No employee shall acquire seniority until he/she has become a Regular Full-Time Employee or Regular Part-Time Employee under this Agreement. Such an employee is one who has successfully completed his/her probationary period.
- 6.2 Seniority List: The lists of employees arranged in order of departmental seniority with the Employer shall be given to the Union on or before March 1st of each year upon request by the Union. Should more than one employee have the same hire date, the individuals involved will determine seniority by a coin flip. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement.

- 6.3 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:
- A. Voluntarily leaves the service of the Employer;
 - B. Is discharged for just cause;
 - C. Is laid off for a period in excess of eighteen (18) consecutive calendar months; or
 - D. Is injured on the job and is unable to return to work by virtue of the injury for a period exceeding twelve (12) consecutive calendar months.
- 6.4 Layoff & Recall: Seniority with the Employer shall prevail in case of layoff and recall. The last employee hired shall be the first (1st) employee laid off and the last employee laid off shall be the first (1st) employee rehired. If there is any question of any senior employee being capable of performing the work available in the case of layoff and recall, the Union may require the Employer to show just cause for not recalling or laying off such senior employee.
- A. Any laid-off employee is to be given fifteen (15) days' notice except in cases of emergency before such layoff takes place.
 - B. No regular employee shall be laid off while another person in the same classification is employed on a probationary or temporary basis in a position for which such regular employee is qualified.
- 6.5 Trial Service: An employee who is promoted to a higher rank or position within the bargaining unit shall serve a trial period not to exceed one hundred eighty (180) calendar days from the date of such promotion or transfer. Within this trial period, if the promoted or transferred employee declines the job or the Employer deems the employee to be unsuited for the job, the employee shall revert to his/her former position without prejudice or loss of seniority. Any employee promoted to a position outside the bargaining unit shall have a seniority date computed on the basis of time previously served and positions included in the bargaining unit.
- 6.6 Transfer: Upon recommendation of the City Administrator or designee, or to meet the needs of the City, a transfer may be made. No person may transfer to a position for which he or she does not possess minimum qualifications. Persons accepting said action will be required to serve a trial service period. A trial service period shall be established for any employee who is granted a transfer. A transfer shall not be used to circumvent regulations regarding promotions, demotions, or termination.
- 6.7 Promotion and Open Positions: Where all other factors are relatively equal, seniority shall be used as a basis for promotion or selection for open positions. Among the factors to be considered, but not necessarily limited to are: examination results;

knowledge, training, ability, skill, and efficiency; experience, to the extent such is relevant for performance; and attendance records; and City employees who are promoted must pass a new six (6) month trial service period.

- A. Posting of Vacant Positions: The City agrees to post all vacant positions covered under the bargaining unit internally for seven (7) working days prior to any competitive announcement being released to the general public. Vacancies will be posted in the following locations: City Hall, Treatment Plant, Public Works Office.

- B. Demotion: No employee will be demoted to a position for which he or she does not possess the minimum qualifications. An employee being demoted shall be notified two (2) weeks prior to demotion. An employee may be demoted for just cause: when his/her standard performance falls below that established for his/her particular class; when the employee becomes physically or mentally incapable of performing the duties of his/her position; for disciplinary purposes; or in lieu of layoff.
 - 1. A demotion may be authorized by the City Administrator or designee for any employee who requests it or to prevent a layoff. Any demotion to prevent a layoff may be reversed when the employee's previous position is re-opened.

 - 2. For employees demoted without just cause and while on a trial service period, the employee shall be returned to his/her former position without loss of seniority.

ARTICLE 7 - DEFINED LEAVES

- 7.1 Sick Leave: Full time employees shall accrue one (1) day sick leave for each month of employment and employees who work full time may accumulate sick leave without limit, but accumulated sick leave cannot be taken as annual leave nor compensated for in money or other means for any employee at any time unless specified herein.
 - A. For sick leave accrual purposes, a "day" shall be defined as the same as the shift that the employee is assigned to work during the month. As examples: if the Employee is assigned to primarily work 8-hour shifts during a month, the Employee shall be credited with eight (8) hours of sick leave for the month; or if the Employee is assigned to work 10-hour shifts during a month, the employee shall be credited with ten (10) hours of sick leave for the month.

 - B. Employees who work less than full time shall accumulate sick leave on a pro-rata basis, not to exceed twelve (12) working days per year, based upon the employee's assigned hours.

- C. A deduction of one (1) day of sick leave credit shall be made for each full day's absence. The rate of sick leave pay shall be the same per day as that paid the employee per working day.
- D. Sick Leave Conversion Upon Retirement Program: Effective January 1, 2000, employees will start accruing sick leave and upon retirement (which shall be defined as immediately receiving PERS or LEOFF payments, or having completed 25 years of employment, or reaching the age of 62) may exercise an option to convert unused sick leave accumulated at a rate equal to each four (4) full days of accrued sick leave being converted to one (1) full day of pay at the employee's final rate of pay, subject to a maximum of 180 days of sick leave being converted to a maximum of 45 days of pay. If the employee desires, such pay may be placed into the employee's VEBA account or similar fund as provided by the City under applicable tax rules.
- E. Sharing Program for Sick Leave and/or Vacation Leave: A leave contribution program is established to permit employees of the City of Selah to transfer a specified amount of accumulated leave (sick leave and/or vacation leave) to another employee of the City of Selah. The recipient employee must have an extraordinary or serious illness or injury and must have already depleted or be projected to shortly deplete all of his/her leave reserves and benefits (sick leave and vacation leave, and also industrial insurance benefits). The donating employee may not request a transferred amount that would result in his/her balance falling below ten (10) days. Unused leave is returned to the donating employee on a pro-rata basis. This provision shall be administered by City Hall. Leave time shall not be transferred without a written request signed by the donating employee, on such a form as shall be provided by City Hall.

7.2 If unable to report to work because of illness or injury, the employee shall report his/her reason for absence to his/her immediate supervisor prior to the scheduled work shift, unless the exigency of the circumstances dictates otherwise. If the employee is absent from work for a period exceeding three (3) consecutive days or more, a doctor's certificate may be required upon his/her return to work.

- A. For the purpose of being absent from work and utilizing sick leave, the Employer shall comply with state law requirements as defined by 49.46 RCW and applicable Washington Administrative Codes.
- B. For pre-arranged medical or dental appointments, the employee shall provide at least eight (8) calendar days advance notice to the Employer unless circumstances do not permit such notice, and, if so, the employee should provide as much advance notice as possible.

- 7.3 Any employee found to have abused the provisions of a defined leave privilege by falsification or misrepresentation may be subject to disciplinary action.
- 7.4 Workmen's Compensation: Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the Employer. Upon receipt of this benefit by the Employer, the employee shall be credited with sick leave on a pro-rated basis of the State Industrial benefit to the original amount of sick leave taken.
- 7.5 Personal Day: Employees covered by this Agreement may be absent from work up to a maximum of eight (8) hours per calendar year without loss of pay or benefits for the purposes of attending funerals of individuals not covered in Section 7.6, or to attend to emergency business that must take place during normal working hours, provided that the employee has available paid leave and a corresponding deduction shall be made from his/her leave bank. Such absence shall be charged against the employee's sick leave bank if any is available. If no sick leave is available, such time shall be deducted from any other leave bank as determined by the employee. Leave shall be taken in no less than one (1) hour increments.
- 7.6 Bereavement Leave: An employee shall be allowed up to three (3) working days of absence per each instance when arranging for and/or attending the funeral, wake, other remembrance, or final visitation of an immediate family member. "Immediate family" shall include a spouse, domestic partner, child, stepchild, parent, sibling, aunt, uncle, first cousin, grandparent, grandchild, or step-grandchild, either of the employee or of the employee's spouse or domestic partner, and also any other person living in the same household as the employee. Two (2) additional days off may be granted by the Public Works Director in cases where the employee needs to travel out of town (defined as more than one hundred miles to the location). The employee shall receive his/her normal rate of pay for the initial three (3) days of bereavement leave per each instance and there shall be no deduction from any leave bank for such days. For any day(s) beyond such initial three (3) days per each instance, the employee shall receive his/her normal rate of pay to the extent that he/she has accrued sick leave days in his/her bank and there shall be a corresponding deduction from his/her bank.
- 7.7 Any employee using sick leave exceeding three (3) or more consecutive regularly scheduled work days, or who knows he/she will need accommodation for intermittent scheduling due to qualifying medical reasons, shall report such need to his/her supervisor. The Human Resource Manager should be notified by the supervisor. This leave shall be provided in accordance with Washington's Family Care Act (WFCA), Washington's Family Leave Act, and the Federal Family Medical Leave Act.
- 7.8 Employees may use sick leave when caring for any dependent, including but not limited to children under the age of eighteen (18), where the employee's presence is necessary due to an illness, medical appointment, or other type of care appointment.

- 7.9 Military Leave: A regular employee who is an active member of any organized reserve of Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his/her employment for a period not exceeding twenty-one (21) calendar days during each calendar year. Such leave shall be granted in order that the employee may take part in active training duty in such manner and at such time as he/she may be ordered to active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive his/her normal pay.
- 7.10 Leaves of Absence: A leave of absence is an approved absence, including medical leave of absence, from employment without pay and without loss of seniority. The Employer may grant a leave of absence for a period of up to twelve (12) calendar months. This period may be extended by mutual agreement between the Employer and the Union. Such leaves shall be in writing with a copy to the Union. Requests for leave renewal will be granted at the discretion of the Employer. The request must be in writing and must be submitted sixty (60) calendar days prior to the effective date.
- 7.11 Washington Paid Family & Medical Leave (WPFML): The Employer will permit the coordination of benefits where applicable, specifically the use of accrued sick leave and/or vacation time as supplemental benefits to make the employee "whole" in addition to the Washington Paid Family & Medical Leave benefit.
- A. Where the use of WPFML reduces the hourly benefits below the eighty (80) hour requirement for medical benefits as required in Article 16, the Employer shall notify the employee that no contributions will be made for the next month. The employee may qualify for the disability provision (Section 16.1), COBRA coverage or self-pay option.
1. An employee may reduce his/her WPFML participation to eighty (80) hours and increase his/her use of accrued leave to eighty (80) hours to continue coverage as provided by this Agreement.

ARTICLE 8 - COMPENSATION FOR WITNESS OR JURY DUTY

- 8.1 When a regular employee covered by this Agreement is summoned for Jury Duty or is subpoenaed as a witness in any matter during or arising out of his/her employment, in any municipal, county, state or federal court, he shall advise the Employer upon receipt of such call or subpoena, and if taken from his/her work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service; providing he/she remits to the Employer his/her properly endorsed checks. Transportation allowance paid by the court shall not be included to compute the amount received for such service. Should an employee report for such service and be excused

for the balance of that day, he/she shall report as soon as possible to the Employer for the purpose of working the balance of his/her special (jury duty or subpoenaed witness) shift. This special shift shall be consistent with the court appointed time.

ARTICLE 9 - HOURS OF WORK – OVERTIME – CALLBACKS

- 9.1 Normal Workday & Work Week: Eight (8) consecutive hours, inclusive of rest periods, but to exclude one 30-minute meal period, shall constitute a workday. Five (5) consecutive days, Monday through Sunday, shall constitute a work week. However, different definitions are applicable when 4/10's schedules are used during the daylight savings time period consistent with Section 9.1.B.
- A. Generally, the working hours are Monday through Friday, 7:00 a.m. to 3:30 p.m. The "winter hours" will generally start November 1st and go through March 1st and will rotate one utility worker each week starting at 5:00 a.m. and working to 1:30 p.m.
 - B. 4/10's Option: During the daylight savings time period (April through October) the work week can be a 4/10's schedule. Ten (10) consecutive hours, inclusive of rest periods, but excluding a 1-hour meal period, shall constitute a workday. Four (4) consecutive days, Monday through Sunday shall constitute work week. During a calendar week when any observed Holiday occurs (with Holidays specified in Section 12.2) any employee who had otherwise been working a 4/10's schedule shall instead automatically work a 5/8's schedule. The Department Director shall have sole discretionary power in determining sufficient staffing levels regarding scheduling.
 - 1. Working on a Weekend: An employee assigned to work during a Saturday or Sunday shall be guaranteed a minimum of two (2) hours of work per each such day and shall be compensated at the rate of time and one half (1&1/2) his/her straight-time rate of pay unless the time is eligible for conversion to comp time and the employee chooses to convert the time to comp time.
 - 2. Working on an Observed Holiday Date: An employee assigned to work on an observed Holiday date shall be guaranteed a minimum of three (3) hours of work per each such date shall be compensated at the rate of time and one half (1&1/2) his/her straight-time rate of pay unless the time is eligible for conversion to comp time and the employee chooses to convert the time to comp time; and, furthermore if the employee works more than six (6) hours on any such date the employee shall then also accrue eight (8) hours of vacation with pay for use at a later date, provided however, that such hours of vacation must be used within six (6) months from the date they were accrued or such hours will lapse and the employee shall

not be entitled to any comp time conversion, cash out or other conversion or compensation for the lapsed vacation hours.

- C. "Winter hours" will start the first Monday in November and go through the first Friday in March and will run from 5:00 a.m. to 2:00 p.m. each day Monday through Friday. One employee shall be scheduled in advance for each week – via a seniority-based Winter Hours Sign-Up List, and with the most junior worker being required to accept the assignment if no more senior worker chooses to sign up for it – to work the winter hours.
 - D. Schedule Altered: The normal work schedule may be altered by the Employer upon thirty (30) calendar days' notice to the affected employees. The notice shall state the approximate length of the alteration, as well as a description of the job to be performed. Said notice shall be posted on the department bulletin board showing the employee's shift, workdays, and hours. The parties agree that in the event of an emergency, the work schedule may be altered immediately.
- 9.2 Meal and Rest Periods: Each work shift shall include a thirty (30) minute meal period as near to the middle of the shift as possible and, also, one (1) 15-minute rest period per each one-half (1/2) of the assigned shift that shall be taken at the employee's discretion unless directed otherwise by a supervisor and also not sooner than one (1) hour from the start of the employee's assigned shift. Employees may be required to work through meal and rest periods during emergency situations. A meal or rest period missed at the direction of the Employer shall be paid as overtime or the worker shall have the option of ending his/her shift early on the same date that the meal or rest period was missed by an equivalent amount of time that was missed.
- 9.3 When presented with an emergency beyond its control, the Employer may alter the assigned work hours by giving prompt notification to the affected employees. The Employer shall not reschedule assigned work shifts for purposes of avoiding payment of overtime.
- 9.4 Employees may exchange shifts when unforeseen circumstances arise provided, they first request and receive approval in writing from their immediate supervisor. Such an exchange in shifts shall not, by itself, constitute a basis for entitlement to overtime compensation.
- 9.5 Overtime: All work performed in excess of the workday and/or work week that was authorized in advance by the supervisor authorized to sign overtime shall be compensated for at one-and-one-half (1&1/2) times the employee's regular straight time hourly rate or converted to comp time as specified below.
- A. Conversion to Comp Time: The employee may, at his/her option, take equivalent time off ("comp time") on the basis of one and one-half (1&1/2) hour of compensatory time off for each one (1) hour of overtime that was worked.

Compensatory time may accrue to a limit of sixty (60) hours, with any time in excess of sixty (60) hours paid at the applicable rate. Compensatory time will only be cashed out in the first pay period of the following months: March, June, September, and December. The cash out in December shall be mandatory, and no compensatory time will be rolled over to the following year. All compensatory time off must be scheduled eight (8) days in advance. The Public Works Director or designee, after consultation with the lead personnel, shall confirm or deny the requested compensatory time off. Requested compensatory time off may only be denied if granting it would cause an undue burden for the Employer.

- B. Payment of overtime shall occur in increments of one-quarter (1/4) hour, with any partial increment that is eight (8) minutes or longer also being paid as one-quarter hour.
- C. There shall be no compounding of overtime.

9.6 Callbacks and Callouts: No employee shall be required to be on standby, and no employee shall be required to report to work due to a callback or callout except in the event of an emergency.

- A. Prior to a Shift: Each employee who is required to return to work less than two (2) hours prior to the beginning of a regularly assigned shift shall receive one-and-one-half (1&1/2) times his/her regular straight-time hourly rate of pay for the amount of time that he/she actually works prior to his/her regular shift, and then shall also be allowed to complete his/her regular shift.
- B. All Other Times (including between shifts, on a regularly scheduled day off, during an observed Holiday date, or during a day of scheduled vacation): Each employee shall be guaranteed a minimum of two (2) hours of pay at one-and-one-half (1&1/2) times his/her regular straight time hourly rate of pay.
 - 1. An employee who reports to work due to a callback or callout under Section 9.6.B shall perform the task he/she was called in to complete. If the specific task is completed in less than two (2) hours, the employee shall be released and not required to work the remainder of the two (2) hours. If the specific task is not completed within two (2) hours, the employee shall be required to continue working and shall be compensated for all hours worked at one-and-one-half (1&1/2) times his/her regular straight time hourly rate of unless the time is eligible for conversion to comp time and the employee chooses to convert the time to comp time.
 - A. Additional callback or callout situations under Section 9.6.B, that arise within the first two (2) hours of a callback or callout for which an employee has already reported to work, shall be considered an extension of the original callback or callout and the employee shall

be required to report to work to perform the specific task that necessitated the extension.

- C. Callback/Callout List: When seeking one or more employees to perform callback or callout work, the Employer shall contact employees – via telephone and voicemail – according to the Callback/Callout List, which shall rank employees via seniority; provided however, a senior employee may agree to allow a junior employee to be listed above the senior employee on the Callback/Callout List. The Employer shall proceed through the Callback/Callout List from top to bottom, offering the available work to the employees in successive order. The first employee(s) to accept the assignment shall be granted the work, even if more senior employees have not yet responded to voicemails and/or in-person messages left for them. If the entire Callback/Callout List is exhausted without any employee(s) accepting the work, the Employer may assign the work to a non-union employee.
1. A senior employee may elect to have his/her name removed from or lowered on the Callback/Callout List by providing a written notice to the Public Works Director.
 2. The City agrees to maintain utilization of a call service to perform the callbacks/callouts. Prior to authorizing non-union employees to work, the Supervisor shall verify with the call service that each telephone number on the Callback/Callout List has been attempted and a voicemail and/or in-person message has been left with each employee on the Callback/Callout List.
 3. The City will review and provide the Callback/Callout List to the Union upon request.

ARTICLE 10 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

- 10.1 See attached Appendix A, which is incorporated into this Agreement by this reference.

ARTICLE 11 - PAY ARRANGEMENTS

- 11.1 Each employee shall be paid all monies earned for the preceding semi-monthly payroll period by the end of his/her regular shift no later than the seventh (7th) and the twenty-second (22nd) of each month, or, no later than the last non-weekend and non-Holiday date that precedes the seventh (7th) or the twenty-second (22nd) in the event that the seventh (7th) or twenty-second (22nd) falls on a weekend or Holiday date. There shall be no deductions other than required by law or authorized in writing by the employee.

- 11.2 Each employee shall be entitled to an itemized statement of earnings and deductions, specifying his/her wage rate, hours paid, and other compensation payable to him/her as well as any and all deductions from his/her gross wages for the pay period.
- 11.3 Upon quitting or discharge, the Employer shall pay all monies due the employee no later than the pay period following such quitting or discharge.
- 11.4 The Employer agrees to implement a deferred compensation program which shall be available to members of the bargaining unit.

ARTICLE 12 - ANNUAL LEAVE

- 12.1 All regular employees shall accrue and be granted the following vacation accumulation according to the following schedule:

Continuous Service	Vacation Hours per Month Accrual Rate
0-60 Months	8
61-120 Months	11
121-180 Months	13
181-240 Months	15
241+ Months	17

- A. A Regular Part-Time Employee who is eligible shall accrue vacation on a pro-rata basis calculated based upon the employee's compensated hours in the previous month versus one hundred sixty (160) hours.
- B. Prior to the completion of six (6) calendars months of service, vacation may not be taken unless prior approval, in writing, is granted by the City Administrator or designee.
- C. Eligible employees must take at least one (1) block of five (5) consecutive days off, as vacation, per calendar year.
- D. It is the employee's responsibility to schedule his/her vacation.
 - 1. Each December, the Employer will commence scheduling employees' respective vacations for the forthcoming year and any conflicts that would affect minimum staff requirements will be resolved based on order of the employees' seniority.
 - 2. Requests to schedule vacation that are made outside of the customary December scheduling month must be submitted at least eight (8) calendar days in advance and will be scheduled in the order submitted without

regard to seniority so long as the Employer can maintain minimum staffing requirements. Vacation requests submitted with more than eight (8) days' advance notice shall not be unreasonably denied. Vacation requests submitted with lessor than eight (8) days' advance notice may be approved on a case-by-case basis by the Employer without establishing any precedent.

- A. Minimum staffing shall be defined as either sixty percent (60%) of the staffing or a minimum of five (5) bargaining unit employees to be scheduled off at the same time for vacation, comp time and/or prearranged sick leave time, whichever allows the greatest number of employees to utilize vacation and comp time off.
- B. Minimum staffing may be temporarily reduced to a total of three (3) bargaining unit employees being scheduled off at the same time for vacation, comp time and/or prearranged sick leave time, if notice is provided to all employees fourteen (14) calendar days ahead of the reduction taking effect. The notice must state that the Department has a specific project planned, specify what the project is and specify the duration of the temporary reduction which shall not exceed fourteen (14) calendar days.
- C. Temporary reduction of minimum staffing shall not include or allow the Employer to cancel or change vacation requests that were previously approved.
- E. Scheduled vacation leave on any calendar date must occur in minimum blocks of two-hour durations each. Vacation cannot be scheduled for lessor than a two-hour block.
- F. The vacation schedule is a firm schedule and can only be changed by request of the employee and approval of the Public Works Director or designee, which approval shall not be unreasonably withheld. When an unexpected occurrence or emergency arises that would frustrate or negate a scheduled vacation, approval to reschedule the vacation shall be granted so long as minimum staffing requirements can be maintained.
- G. Vacation leave is accrued at the rates set forth in the chart within Section 12.1 above. However, only up to two hundred forty (240) hours of vacation leave will rollover from year to year. Should an employee be denied usage of annual leave (being denied in November and December does not apply), accrued hours in excess of two hundred forty (240) will be cashed out to the employee as of the last pay period in December of the given year.

- H. All requests for vacation usage are subject to approval by the Public Works Director or designee, but if a request is denied, the reasons for such denial shall be promptly communicated in writing.

12.2 Holidays: The following observed Holiday dates are recognized as being those for which annual leave in the form of holidays is granted:

<u>Observed date</u>	
New Year's Day	January 1st
M. L. King Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day following Thanksgiving	4th Friday in November
Christmas Day	December 25th
Floating Holiday (1)	Upon Approval of the Public Works Director or designee

- A. Only employees who are on the regular payroll during the period that encompasses the Holiday shall be entitled to full Holiday benefits. Employees who work part-time on an hourly basis or who are temporary workers are not entitled to Holiday benefits.
- B. Any Holiday falling on Saturday shall be observed on the Friday immediately preceding the Holiday and any Holiday falling on Sunday shall be observed on the Monday immediately following the Holiday.

ARTICLE 13 – PARTIES' RESPONSIBILITIES

- 13.1 The parties recognize that security and continuity of employment can result only when a spirit of harmony, cooperation and reasonable and fair compromise exists and to the accomplishment of that end, each party pledges itself to an honest observance of the terms of this Agreement and to the exercise of patience and understanding. All employees shall represent themselves and the Employer to the public in a manner which shall be courteous, efficient, and helpful.
- 13.2 The parties recognize the need to maintain and increase individual productivity and quality of public service; to prevent interruptions of work and the interference with the efficient operation of the City; promote harmonious relations and establish procedures for the orderly resolution of disputes and grievances; and serve the safety, health and welfare of the community.

ARTICLE 14 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE

- 14.1 The Employer shall pay into the appropriate employees' retirement program, Industrial Insurance, and OASI, as required, at the prescribed rate, by law.
- 14.2 Contributions to the Western Conference of Teamsters Pension Trust: Effective as specified below, the bargaining unit members have designed a portion of their respective pre-tax hourly wages to be diverted from their hourly pay, and instead to be contributed on behalf of each member into the Western Conference of Teamsters Pension Trust, for every compensable hour, excluding overtime and compensatory time hours, for which compensation is paid to him/her; provided further that, for this purpose, compensable hours shall not exceed one hundred ninety (190) straight time hours per month, and also shall not exceed a maximum of two thousand eighty (2,080) straight time hours per year.
- A. The parties agree that the contributions into the Western Conference of Teamsters Pension Trust shall be made on behalf of all Regular Part-Time Employees, Regular Full-Time Employees and Probationary Employees, and also all temporary labor who receive compensation. No contributions shall be paid for seasonal workers.
- 14.3 Effective April 1, 2024, based on March 2024 hours, the employer agrees to pay the full contribution rate of One Dollar and Seventy Cents (\$1.70) per compensable hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour from which compensation is paid.
- 14.4 Effective January 1, 2025, based on December 2024 hours, the employer agrees to pay the full contribution rate of One Dollar and Eighty Cents (\$1.80) per compensable hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour from which compensation is paid.
- 14.5 Effective January 1, 2026, based on December 2025 hours, the employer agrees to pay the full contribution rate of One Dollar and Ninety Cents (\$1.90) per compensable hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour from which compensation is paid.

ARTICLE 15 - LIABILITY INSURANCE

- 15.1 The Employer agrees to either provide insurance coverage on behalf of the employees (which may occur via a municipal risk pool such as the Washington Cities Insurance Authority) or provide liability defense for employees or a combination thereof, in order to

reasonably protect and indemnify employees from liability to third (3rd) parties resulting from employees negligently performing duties within the scope of employment.

ARTICLE 16 - HEALTH CARE BENEFIT PROGRAMS

- 16.1 The Employer shall pay each month into the following employee health care benefit plans, on behalf of each member of the bargaining unit who was compensated for eighty (80) hours or more in the preceding month:
- A. Medical Plan: Effective January 1, 2024 based on December 2023 hours, the Employer agrees to pay monthly contributions for medical insurance with 9-month disability waiver, dental and vision benefit Plans.
 - 1. Washington Teamsters Welfare Trust Medical Plan Z (2024 contribution rate is \$1,374.70).
 - 2. Washington Teamsters Welfare Trust 9 Month Disability Waiver Plan (2024 contribution rate is \$11.40).
 - B. Dental Plan: Effective January 1, 2024, Washington Teamsters Welfare Trust Dental Plan A (2024 contribution rate is \$120.50).
 - C. Vision Plan: Effective January 1, 2024, Washington Teamsters Welfare Trust Vision Plan (2024 contribution rate is \$17.10).
- 16.2 The Union agrees during the life of this Agreement that it will not request any additional benefits for any of the above-listed employee benefit plans, and the Employer agrees that during the life of this Agreement that it will pay any increase in contribution rates as required by the Trustees of the employee benefit trusts to maintain these benefits.
- 16.3 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

ARTICLE 17 - SECTION 125 PLAN - VEBA III PLAN

- 17.1 Effective January 1, 1999, the Employer agrees to provide a Section 125 Plan to employees to pay medical expenses and childcare expenses from pre-tax dollars.
- 17.2 Effective January 1, 1999, the Employer shall establish a Supplemental Medical account on behalf of each member of the bargaining unit. The benefit account shall be administered by the VEBA Trust for Public Service Employees in the State of Washington. The contribution to the VEBA Trust benefit accounts will be from each employees' gross wages and shall be calculated as follows: Beginning January 1999, a

monthly benefit contribution amount equal to one-half of one percent (0.5%) of each employee's current salary; Beginning January 2000 a contribution amount equal to one percent (1%) of each employee's current salary; and Beginning January 2001, a contribution amount equal to one-and-one-half percent (1.5%) of each employee's current salary.

- 17.3 Effective January 1, 2019 the City will provide a \$750.00 VEBA contribution to each employee, first paycheck in January annually.
- 17.4 Employees hired after January 1 shall have the \$750 VEBA contribution prorated for the remainder of the calendar year so long as the VEBA administrator allows such to occur.

ARTICLE 18 - REMITTANCE FOR EMPLOYEE BENEFIT PLANS

- 18.1 The total amount due for each calendar month for each of the employees benefit plans as set forth in Articles 16 and 17, shall be remitted in a lump sum not later than ten (10) business days after the last business day of such preceding month.

ARTICLE 19 - FRINGE BENEFIT BOOKLETS & SELF-PREMIUM PAYMENTS

- 19.1 Each employee has been provided a copy of this Agreement and current copies of the various fringe benefit booklets named in Articles 16 and 17. It is the responsibility of the employee to read these fringe benefit booklets in order to familiarize himself/herself with the various plans and determine when he/she will become eligible for each benefit. If an employee misplaces any of the plan booklets, he/she should contact the Local Union office for a replacement copy.
- 19.2 Certain fringe benefit plans permit self-premium payments for a given number of months, in the event the employee is not compensated the required number of hours for the Employer to pay the premium coverage. It is the employee's responsibility to immediately contact the Local Union office to determine which of the benefits allow self-payments to continue the coverage for himself/herself and family.

ARTICLE 20 - TRUST FUND DELINQUENCIES

- 20.1 In the event the Employer is delinquent in the payment of any contribution required by Articles 16 and/or 17, employees or the Union shall have the right (notwithstanding any other provision of this Agreement) to take any legal or economic action they deem fit against the Employer to collect such delinquent amounts. In the event legal action is required to collect the Employer's contributions, then the Employer shall be liable for all costs and expenses of litigation, including reasonable attorney fees.

- 20.2 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

ARTICLE 21 - ACCEPTANCE OF TRUSTS

- 21.1 The Employer hereby acknowledges that it has received true copies of the Northwest Teamsters Dental Trust, and the Washington Teamsters Welfare Trust, Negotiated Life Insurance Plan, and shall be considered a party thereto. The Employer further agrees that the Employer-Trustees named in said trusts, and their successors in trust are and shall be its representatives and consents to be bound by the actions and determinations of the trustees.

ARTICLE 22 - DISCIPLINE-DISCHARGE-SUSPENSION-WRITTEN WARNING NOTICE

- 22.1 If the Director of Public Works or designee believes there is just cause to discipline any employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public. Further, said discipline shall not violate the employee's rights as contained in this Agreement. Any employee who is the subject of an investigation which may lead to disciplinary action, shall be informed of the nature of the charge, and offered an opportunity to have a representative present during questioning. The parties understand that the Employer is obligated to notify the employee of an investigation at the time of questioning.
- 22.2 The parties to this Agreement recognize the principle of progressive discipline. The Employer may discharge or suspend an employee for just cause but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee and copy to the Union of the complaint against him/her concerning his/her work or conduct within fourteen (14) calendar days of the date of such violation, or fourteen (14) calendar days from the date such violation became known to the Employer. Otherwise, such written warning notice shall be null and void. No such written warning notice shall be necessary if the cause for discharge or suspension is dishonesty, drinking related to his/her employment, illegal possession and/or use of a federally designated drug, or such other misconduct which is so serious in nature as to justify discharge without a written warning notice. A copy of any written warning, suspension, or discharge notice shall be sent to the Union at the time it is given to the employee.
- 22.3 Any employee who is subject to discharge, suspension, or written warning notice, may seek appeal through the Grievance and Arbitration Procedure as outlined in Article 23.
- A. Should any employee option to appeal a disciplinary action through this Agreement's Grievance and Arbitration Procedure, the matter shall be handled in accordance with Section 23.3 and subsequent provisions of this Agreement. Any such appeal shall be presented to the Employer within ten (10) calendar days,

exclusive of Holidays, after the discharge, suspension, or written warning notice, and if not presented within such period, the right of protest shall be waived.

ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE

- 23.1 "Grievance" as used herein shall mean any dispute between the Employer and an employee of the bargaining unit and/or between the Employer and the Union.
- 23.2 STEP 1: An employee having a concern which he/she feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or fourteen (14) calendar days from the time such matter became known, or should have become known to the employee, or it shall be deemed waived. The employee is to first (1st) discuss the matter with his immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by his/her Union representative if he/she feels that it is necessary.
- 23.3 STEP 2: If it is determined a grievance does exist and it is not resolved within the fourteen (14) calendar days of Step 1, the grievance shall be reduced to writing and an attempt will be made to resolve the grievance with the Department Director, the grievant(s) and the Union, within fourteen (14) calendar days of the conclusion of Step 1. If the grievance is not satisfactorily resolved within the additional fourteen (14) calendar days, then,
- 23.4 STEP 3: The grievance shall be referred to a committee consisting of four (4) members, two (2) appointed by the Mayor and two (2) appointed by the Union. Such committee shall attempt to reach a majority decision on such dispute or grievance. If such committee fails to reach a majority decision on such dispute or grievance submitted to it within fourteen (14) calendar days, either party shall have the right to submit the dispute or grievance to arbitration.
- 23.5 STEP 4: If the matter is submitted to arbitration the parties shall select an impartial arbitrator within fourteen (14) calendar days after the request is made to arbitrate. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within seven (7) calendar days thereafter request the Public Employees Relations Commission to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seven (7) calendar days after its receipt, the parties shall meet, whereupon the aggrieved party shall strike the first (1st) name, then each will alternately strike one (1) of the names submitted until only one name remains. The person whose name remains shall be selected as the sole arbitrator.
- 23.6 The arbitrator shall commence hearings within a reasonable period of time after his/her selection and shall render his/her award in writing within thirty (30) calendar days. The

award of the arbitrator, together with his/her written findings and conclusions, shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. The Arbitrator is not vested with the power to change, alter, or modify this Agreement in any of its parts.

- 23.7 The arbitrator's fees and expenses, and the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the party incurring them.
- 23.8 The Employer and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the above time limits deprive the arbitrator of authority to decide the grievance.

ARTICLE 24 - UNIFORMS AND EQUIPMENT

- 24.1 The Employer shall furnish full-time employees who have completed their probationary periods with uniforms and allowances as specified in Article 24. Employees shall wear uniform clothing only while on the job and shall launder the clothing. Employees shall wear while on the job any footwear for which they have received an allowance or reimbursement, and they may also wear such footwear when not on the job.
- A. The following items shall be billed on an annual basis, by the first (1st) pay period in October:
1. Ten (10) work shirts with the City logo (combination of long sleeve and short sleeve shirts, at the option of the employee).
 2. Three (3) baseball hats with the City logo.
 3. Gloves that are available at the Public Works Department and which will be replaced as needed.
 4. Two (2) pullover "hoodie" sweatshirts.
 5. Jeans Pants/Coverall: The City shall maintain an account at Coastal Farm & Ranch or a different agreed-upon retailer, that will permit employees to obtain a maximum of five (5) pairs of pants or three (3) coveralls or a combination of pants and coveralls, not to exceed a maximum cost of \$250.00 per calendar year.
- B. The following items that will be replaced as needed or damaged, upon return of the previous item of issue:
1. One (1) lightweight, non-insulated set of coveralls with the City logo.
 2. One (1) insulated winter weight set of bibs (Carhartt or equivalent). The City reserves the right to embroider the bibs with the City logo.

3. One (1) bomber-style medium weight jacket with City logo.
4. One (1) insulated winter weight jacket (Carhartt or equivalent) with the City logo.
5. One (1) rain set (jacket/pants or bibs or slicker of employee's choice).

C. The following footwear allowance, on an annual basis:

1. \$200.00 per year, paid to the employee on the 1st payroll in January. The employee may choose to purchase more expensive footwear and to pay the difference in cost.

D. New Hires/Probationary Employees shall receive an initial clothing allotment to include a minimum of five (5) uniform shirts, a winter jacket and authorization to purchase (or reimbursement as allowed) a minimum of five (5) pairs of pants, within 60 days of employment. The City will reimburse the new hire for the purchase of work boots up to \$200.00. Upon completion of his/her probationary period, the full clothing allowance shall be provided to the new hire, including the footwear allowance for that calendar year, if he/she has not received any other footwear allowance in that calendar year.

E. Part-Time Employees will be provided with clothing allotments and footwear allowance at the discretion of the Public Works Director.

24.2 Upon termination of employment with the Employer, all clothing, equipment, and tools provided by the Employer shall stay with the Employer, whereas footwear acquired via the footwear allowance shall remain the personal property of the employee.

24.3 The City shall provide all necessary safety or personal protective equipment (PPE) and issue items as required by the City or applicable law.

A. The City shall maintain a minimum of six (6) pairs of rubber or waterproof hip boots that shall be maintained at the City shop for use as needed by the employees.

24.4 In the event an employee's work clothes are soiled beyond normal the employee may have the clothes laundered at an outside facility at Employer's expense upon approval of the Public Works Director or designee.

24.5 All employees issued a city phone must carry the phone during work hours. Employees are expected to keep it charged and answer or respond as soon as reasonably possible during work hours. Employees are required to set up voicemail on said phone.

ARTICLE 25 - EDUCATIONAL AND LONGEVITY INCENTIVE

25.1 It is agreed between the parties that education, when related to the job function, has intrinsic value to the community and to the employee in the performance of his/her service. Any Regular Full-Time Employee shall be eligible for and receive educational incentive pay for college degrees earned at the following scale:

Education Advancement	Additional Compensation per month
AA Degree(s):	2% of base pay
BA or BS Degree(s):	4% of base pay
MA, MS, or Higher Degree(s):	6% of base pay

25.2 In no event will more than one (1) allotment of educational incentive pay be received by any one (1) employee.

25.3 Each Regular Full-Time Employee with an AA, BA, BS, MA, MS or higher Degree from an accredited institution at the time of ratification of this Agreement by both parties shall automatically qualify for and receive educational incentive pay under Section 25.1, irrespective of field of study and the arguable extent to which such degree(s) relate to job function. A degree earned by any Regular Full-Time Employee after ratification of this Agreement and/or a degree possessed by an employee who becomes a Regular Full-Time Employee after ratification of this Agreement will qualify for educational incentive pay under Section 25.1 only if the degree is sufficiently related to the job function, and any disagreement between the City and the Union regarding such determination will be handled through the grievance process.

25.4 Longevity Incentive Pay: Each full-time employee of the bargaining unit shall receive longevity pay, based upon the schedule below as a separate check, less standard deductions. Time served shall include all time worked for the Employer as part of the City of Selah. Longevity pay will be issued the Monday prior to Thanksgiving Day and it will be calculated on the annual base pay (not including overtime) as of November 15th of each year. After an employee has worked for the City for five (5) years and then separates employment for any reason, he/she will receive pro-rated longevity pay.

Length of Service:	Incentive Pay
0-60 months of service	Zero
61-120 months of service	3% of gross annual base pay
121-180 months of service	5% of gross annual base pay
181-240 months of service	6% of gross annual base pay
240+ months of service and over	8% of gross annual base pay

ARTICLE 26 - UNION ACTIVITY

- 26.1 **Non-Discrimination:** No employee shall be unlawfully discriminated against for upholding lawful Union principles. Any employee who works under the instructions of the Union or who serves on a committee shall not lose his/her job or be discriminated against for this reason, provided such activities do not interfere with the employee's duties. No employee shall suffer a reduction in wages or more favorable working conditions due to the signing of this Agreement.
- 26.2 **Union Investigative and Visitation Privileges:** The Business Representative of the Union, with the permission of the department head or designee, may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement; provided however, he/she shall not interfere with the operation of normal routine of any department.
- 26.3 **Bulletin Board:** The Employer agrees to provide suitable space to be used as a Union bulletin board. Posting by the Union on such board is to be confined to official business of the Union.
- 26.4 **Shop Steward(s):** The Employer recognizes the designation of one or more shop stewards designated by the Union and agrees not to discriminate, retaliate or interfere with same in the performance of their official duties. Such steward(s) will be allowed a reasonable amount of time to meet with management without loss of pay or benefits.

ARTICLE 27 - GENERAL PROVISIONS

- 27.1 **Medical Exams:** Any physical examination, T.B. skin test, and/or X-rays, required by the Employer shall be taken on Employer time and shall be paid by the Employer, provided said services are by a physician or institution specified by the Employer. All employees of the bargaining unit will be subject to random urinalysis drug testing. The cost of the urinalysis test shall be paid by the Employer and the testing shall occur on Employer time.
- 27.2 **Standards:** The Union recognizes the right of the Employer to establish such reasonable Employer rules as the Employer may deem necessary, provided that such rules are not in conflict with the terms and provisions of this Agreement. Employees shall be made aware of such rules and are to be applied equally to all employees of the Employer.
- 27.3 **Non-Discrimination:** The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, heredity, ethnicity, national origin sex, sexual orientation, gender, gender identity, religion, creed, age lesser than forty (40), marital

status, family status, relationship status, veteran status, actual or perceived disability, and/or necessity of reasonable accommodation(s), nor will the Employer limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of one or more of such factors.

- 27.4 Travel and Training: The employee shall continue to complete professional training and re-qualification requirements of the Employer, and as may be required by State regulations. The Employer will pay the actual cost of the training, as well as any applicable mileage reimbursement, and all applicable meal allowances. The meal allowances are \$14.00 per breakfast, \$18.00 per lunch, and \$30.00 per dinner.
- A. Prior to traveling outside the City, the employee shall obtain approval for the trip and the mode of travel from the Department Head.
 - B. Travel on official business outside the City by a single individual should be via public carrier or City owned vehicle; however, if a private vehicle is used, mileage reimbursement shall be paid at the current IRS mileage rate.
 - C. Expense receipts are required for reimbursement and all use of City credit cards.
 - D. Accounting: Any default in accounting for or repayment of an advance shall render the full amount which is unpaid immediately due and payable with interest at the rate of ten percent (10%) per annum from the date of default until fully paid. To protect against any losses on advances, the City shall have the prior lien against and right to withhold any and all funds to whom such advances have been given. No advance of any kind may be made to any employee at any time when he/she is delinquent in accounting for or repaying a prior advance.
- 27.5 C.D.L. Endorsement Required Certifications: Any license or certification required by the employer, as a condition of employment or promotion, other than a basic Washington State Driver's license shall be paid for by the employer. Employees hired after January 1, 2022, shall be required to possess or obtain a Class A Commercial Driver's License (CDL) within twenty-four (24) months of hire.
- A. For employees hired after January 1, 2022, and where the City pays for the employee's CDL training and the employee separates from service within twenty-four (24) months after obtaining the CDL, the employee will be required to repay the balance for the training on a pro-rated basis. The cost of schooling will be divided over a 24-month period. The monies due will be deducted from the employee's final paycheck if the total cost has not been repaid to the City.
 - B. For employees hired prior to January 1, 2022, who hold and maintain a CDL, the Employer will pay each Utility Worker an additional \$50.00 per month for possessing and maintaining a valid CDL.

- C. All employees hired after January 1, 2022, are no longer eligible for the additional \$50.00 per month for maintaining their CDL. Any employee hired prior to January 1, 2022, who requests the City pay for his/her CDL training will not be eligible for the additional \$50.00 per month for maintaining a valid CDL.
 - D. Employees serving in the Utility Foreman position shall be required to possess and maintain a valid CDL.
- 27.6 Gender: Where one or more specific genders have been used in any provision of this Agreement, such usage is solely for the purpose of illustration and shall not in any way be used to designate or limit the gender(s) of any employee who is eligible for any position, classification, or the benefits provided in this Agreement.
- 27.7 Bargaining Unit Work: Only employees who are members of the bargaining unit shall perform work of the bargaining unit, except (a) in the case of an emergency beyond the Employer's control; (b) for the purpose of instruction, training, or to assist in the handling of special events; or (c) tasks validly performed by Temporary Labor consistent with Section 5.5 above.

ARTICLE 28 - PERSONNEL FILES

- 28.1 Each employee shall have the right to review material in his/her personnel files during regular business hours. The employee may have a representative of the Union accompany him/her if so desired. Upon request, copies of documents in the personnel file shall be provided to the employee.
- 28.2 The personnel files will contain all evaluation reports and such other material that would assist in evaluating the employee.
- 28.3 Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such a written response shall be attached to the material in question and become a part of the personnel files.
- 28.4 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photographs, shall be confidential and shall restrict the use of information in the files to official use by the Employer.
- 28.5 Disciplinary Records
- A. Warnings, Counseling.
 - 1. Warning, counseling, and verbal reprimands that are documented shall only constitute an "active" part of the employee's disciplinary record for a duration of one (1) year for the purpose of future progressive discipline.

B. Minor Discipline.

1. Instances of minor discipline, including but not limited to a written reprimand or suspension for a duration not exceeding forty (40) hours, shall only constitute an "active" part of the employee's disciplinary record for a duration of three (3) calendar years for the purpose of future progressive discipline.

C. Major Discipline.

1. Instances of major discipline, including but not limited to suspensions exceeding forty (40) hours, demotions, and terminations, shall constitute an "active" part of the employee's disciplinary record indefinitely for the purposes of future progressive discipline.

- D. Public Records: The Union agrees that the Employer is required to maintain all disciplinary records according to state statutes and the Public Records Act (RCW 42.56) of the State of Washington.

ARTICLE 29 – NO STRIKE – NO LOCK OUT

- 29.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited. The Employer may discharge and/or discipline any employee who violates this Section. No employee shall be entitled to any pay and/or benefits for the period in which he/she is engaged in any strike, slowdowns, work stoppages or other interference with work. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article. No lockout of employees shall be instituted by the Employer.

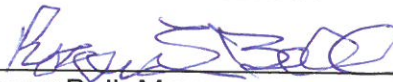
ARTICLE 30 - SAVINGS CLAUSE

- 30.1 If any sentence, clause, Article, or Section of the Agreement or any Appendixes thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement or any Appendixes thereto shall continue in full force and effect. The Article, Section or portion held invalid shall be modified as required by law or the tribunal of competent jurisdiction or shall be re-negotiated for the purpose of an adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the grievance procedure outlined in this Agreement shall be applicable.

ARTICLE 31 - TERM OF AGREEMENT

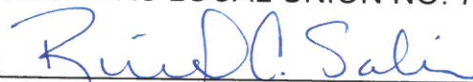
- 31.1 This Agreement shall be in full force and effect from January 1, 2024 and shall remain in full force and effect through December 31, 2026. Either party may, upon ninety (90) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate amendments.
- 31.2 This Agreement shall be governed by 41.56 RCW and the rules as set by the Public Employees Relations Act for public employees.

SIGNED FOR THE CITY:
MUNICIPALITY OF SELAH

By 
Roger Bell, Mayor

Date 4-9-24

SIGNED FOR THE UNION:
TEAMSTERS LOCAL UNION NO. 760

By 
Richard A. Salinas, Secretary Treasurer

Date 3.27.24

By 
Richard Huebner, City Administrator

Date 04/10/2024

ORIGINAL

APPENDIX A

ARTICLE 1A - DEFINITIONS OF PUBLIC WORKS DEPARTMENT EMPLOYEES

1A.1 A Public Works employee is one who is working and engaged in, limited to, activity which requires work in the Selah Public Works Department.

ARTICLE 2A - CLASSIFICATIONS - RATES - OTHER PROVISIONS

1A.2 The following compensation schedule for Public Works employees shall be effective January 1, 2024. Although this Agreement will be voted upon, ratified and become effective subsequent to such effective date, the parties agree that employees shall receive retroactive pay for any hours worked or taken as paid leave from January 1, 2024, through the date that this Agreement becomes effective, as allowed by RCW 41.56.950 and other law and consistent with the parties' during-negotiation interim understanding that retroactivity would occur. The Employer shall issue all retroactive payments, less ordinary withholdings and deductions, prior to or concurrently with the second payroll following the effective date of this Agreement.

2024	5.5% increase above the 2023 rates
2025	5.0% increase above the 2024 rates
2026	4.5% increase above the 2025 rates

Classification	Monthly Base Compensation Rate			
	2023	2024	2025	2026
Public Works Forman	\$6,103	\$6,439	\$6,761	\$7,065
Utility Lead	\$5,955	\$6,283	\$6,597	\$6,894
Utility Worker 3 (60+ Months)	\$5,670	\$5,982	\$6,281	\$6,564
Utility Worker 2 (36-60 Months)	\$5,289	\$5,580	\$5,859	\$6,123
Utility Worker 1 (13-36 Months)	\$4,904	\$5,174	\$5,433	\$5,677
Utility Worker – Trainee (0-12 Months)	\$4,504	\$4,752	\$4,990	\$5,215

1A.3 Each employee will automatically advance to the next higher classification after serving for the minimum time at a lower classification, until he/she has reached the Utility Worker 3 classification. An employee on entry level probation will advance after twelve (12) calendar months. The probationary employee definition and requirements outlined in Article 5 do not apply to the classification for pay steps as outlined in this Agreement.

A. The Employer may place a newly hired employee at the classification of Utility Worker based on the Employer's evaluation of the employee's previous work experience and qualifications.

- B. After placement, the Utility Worker shall advance to the next higher classification after serving for the minimum number of months to qualify for advancement. The time credited upon hire shall count towards the minimum number of months required for advancement. Example: If the Employer hires a new employee and places him/her as a Utility Worker 2, the employee shall be credited with thirty-six (36) months of service towards future advancement towards the Utility Worker 3 or higher position.
- 1A.4 Temporary Step-Up Pay: Any employee who works for two (2) consecutive weeks in a higher classification shall be entitled to be paid at the rate of pay for that classification for the duration of the time he/she works in that classification or until the termination of this Agreement, whichever comes first. Such an increase in pay shall commence on the first day of the pay period following the completion of said two (2) week service.
- 1A.5 Utility Lead Position. The City shall maintain one Utility Lead position so long as the employee who is serving as the Utility Lead upon the date that this Agreement becomes effective remains employed by the City. Upon termination of such an employee's employment, the City shall have no obligation to fill such position and may eliminate it permanently. The Lead position shall be paid at five percent (5.0%) above the Utility Worker 3 rate.

WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

City of Selah - Public Works

Employer Name
115 W Naches Ave
Address
Selah WA 98942
City State Zip Code

Teamsters Local Union 760

Labor Organization (Union) Name
1211 W Lincoln Ave
Address
Yakima WA 98902
City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 1.1.24 to: 12.31.26

New Account Renewal — Account No. 126826 Approximate No. of Covered Employees _____

INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) _____

Employer is: Public Entity Corporation - State of _____ Partnership Sole Proprietorship LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: _____

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

<u>COVERAGE IN BARGAINING AGREEMENT</u> (For renewals, list all coverages, not just changes)		Monthly Rate
Medical Plan	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input checked="" type="checkbox"/> Z	\$ 1374.70
Life/AD&D	<input type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent	\$
	<input type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent	
	<input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent	
Weekly Time Loss	<input type="checkbox"/> E - \$500 <input type="checkbox"/> A - \$400 <input type="checkbox"/> B - \$300 <input type="checkbox"/> C - \$200 <input type="checkbox"/> D - \$100	\$
Disability Waivers	<input checked="" type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only	\$ 11.40
Domestic Partners	<input type="checkbox"/> Domestic Partners – Medical	\$
Dental Plan	<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	\$ 120.50
Domestic Partners	<input type="checkbox"/> Domestic Partners – Dental	\$
Vision Plan	<input type="checkbox"/> EXT	\$ 17.10
Domestic Partners	<input type="checkbox"/> Domestic Partners – Vision	\$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? Yes No. If yes, attach a Subscription Agreement for each change.

EFFECTIVE DATE OF CONTRIBUTIONS - A Subscription Agreement must be submitted in advance of the effective date below.

Contributions above are effective (month, year) January, 20 24 based on employment in the prior month.

Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer [Signature]
Title/Assn Mayor Date 4-9-24

For Union [Signature]
Title Sec Treasurer Date 3.27.24

ELIGIBILITY TO PARTICIPATE IN TRUST

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

ACCEPTANCE OF TRUST AGREEMENT

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

APPROVAL OF TRUSTEES

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date _____

Administrative Agent
Washington Teamsters Welfare Trust

THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

EMPLOYER – UNION PENSION CERTIFICATION

THE UNDERSIGNED EMPLOYER AND UNION HEREBY CERTIFY THAT A WRITTEN LABOR AGREEMENT IS IN EFFECT BETWEEN THE PARTIES PROVIDING FOR CONTRIBUTIONS TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND ("TRUST FUND") AND THAT SUCH AGREEMENT CONFORMS TO THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (AS REPRODUCED ON THE REVERSE OF THIS FORM) AND IS NOT OTHERWISE DETRIMENTAL TO THE PLAN. A COMPLETE COPY OF THE LABOR AGREEMENT IS ATTACHED OR, IF NOT YET AVAILABLE, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE. THE UNDERSIGNED AGREE THAT THE PROVISIONS OF ANY MEMORANDUM OF UNDERSTANDING, SUPPLEMENT, AMENDMENT, ADDENDUM OR OTHER MODIFICATION OF THE LABOR AGREEMENT DIRECTLY OR INDIRECTLY AFFECTING THE EMPLOYER'S OBLIGATION TO CONTRIBUTE TO THE TRUST FUND SHALL NOT BIND THE TRUSTEES UNLESS AND UNTIL A COMPLETE WRITTEN AND SIGNED COPY OF THOSE PROVISIONS IS FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AND ACCEPTED BY THE TRUSTEES. AND FURTHER AGREE TO FURNISH THOSE PROVISIONS TO THE AREA ADMINISTRATIVE OFFICE IN A TIMELY MANNER. IF A NEW PENSION ACCOUNT, THE EMPLOYER AGREES TO PROVIDE THE AREA ADMINISTRATIVE OFFICE WITH COMPLETED PAST EMPLOYMENT DATA FORMS. THE NEGOTIATING PARTIES CERTIFY THAT THIS DOCUMENT HAS NOT BEEN MODIFIED IN ANY MANNER.

NAME OF EMPLOYER City of Selah NAME OF ASSOCIATION _____
IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYERS, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER
 STREET ADDRESS 115 W Naches Ave CITY, STATE, ZIP CODE Selah WA 98942
 EFFECTIVE DATE OF THIS LABOR AGREEMENT 1/1/24

IF THIS CERTIFICATION IS SIGNED BY AN ASSOCIATION, THE ASSOCIATION WARRANTS AND REPRESENTS THAT IT HAS WRITTEN AUTHORIZATION FROM EACH LISTED EMPLOYER TO SIGN THIS CERTIFICATION AND TO SIGN THE LABOR AGREEMENT ON BEHALF OF SUCH EMPLOYER (IF THE LABOR AGREEMENT IS NOT SIGNED BY THE EMPLOYER).

INDICATE: NEW PENSION ACCOUNT BUT EMPLOYER PREVIOUSLY MADE PENSION CONTRIBUTIONS
 RENEWAL NEW PENSION ACCOUNT EMPLOYER OWNERSHIP CHANGE DATE OF CHANGE _____ SELLER _____
 EMPLOYER IS PART OF A CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES
 NAME OF PARENT COMPANY _____
 STREET ADDRESS _____ CITY, STATE, ZIP _____

FOR LABOR AGREEMENT RENEWALS:
 INDICATE PENSION ACCOUNT NUMBER(S) 413002

EMPLOYER IS A: CORPORATION PARTNERSHIP UNINCORPORATED SOLE PROPRIETORSHIP
 PUBLIC ENTITY LIMITED LIABILITY COMPANY (INDICATE - PARTNERSHIP CORPORATION
(PARTNERS OR UNINCORPORATED OWNERS ARE INELIGIBLE TO PARTICIPATE PERSONALLY IN THIS TAX-EXEMPT TRUST.)

APPROXIMATE NUMBER OF COVERED EMPLOYEES 12

THE UNDERSIGNED UNION AND EMPLOYER AGREE TO BE BOUND BY THE WESTERN CONFERENCE OF TEAMSTERS AGREEMENT AND DECLARATION OF TRUST AND PENSION PLAN AS NOW CONSTITUTED OR AS HEREAFTER AMENDED, AND TO BE BOUND BY THE ACTS OF THEIR RESPECTIVE UNION AND EMPLOYER TRUSTEES OR THEIR SUCCESSORS. THE EMPLOYER AGREES TO PAY THE TRUST FUND THE PENSION CONTRIBUTIONS SPECIFIED IN THE LABOR AGREEMENT WITH THE UNION. THE UNDERSIGNED UNION AND EMPLOYER SHALL BECOME PARTIES TO SAID AGREEMENT AND DECLARATION OF TRUST UPON ACCEPTANCE AS SUCH BY THE TRUSTEES. UPON THE EXPIRATION OF THIS OR ANY SUBSEQUENT LABOR AGREEMENT, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST FUND IN THE SAME AMOUNT AND MANNER AS REQUIRED IN THE MOST RECENT EXPIRED LABOR AGREEMENT UNTIL SUCH A TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTERS INTO A SUCCESSOR LABOR AGREEMENT WHICH CONFORMS TO THE TRUSTEE POLICY, WHICHEVER EVENT OCCURS FIRST. SIMILARLY, THE TRUSTEES RESERVE THE RIGHT TO GIVE NOTICE TO THE EMPLOYER AND UNION OF INTENT TO TERMINATE ACCEPTANCE OF FURTHER CONTRIBUTIONS FROM THE EMPLOYER. THE UNDERSIGNED AGREES THAT UPON RENEWAL OF THE LABOR AGREEMENT A COMPLETE COPY OF THE RENEWED LABOR AGREEMENT, INCLUDING MODIFICATIONS TO THE AGREEMENT, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE; AND, UPON WRITTEN ACCEPTANCE OF THE RENEWED LABOR AGREEMENT BY THE TRUSTEES, THE FOREGOING TERMS OF THE EMPLOYER-UNION PENSION CERTIFICATION SHALL BE APPLICABLE TO SUCH RENEWAL OF THE LABOR AGREEMENT. THE UNDERSIGNED UNION AND EMPLOYER ACKNOWLEDGE RECEIPT OF THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970 AND OF THE TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE THE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS.

UNION Teamsters Local Union 760
 BY Richard A. Salinas DATE 3/27/24
(SIGNATURE)
Richard A. Salinas
(PRINT NAME OF INDIVIDUAL SIGNING)

EMPLOYER City of Selah
 BY Roger L. Bell DATE 4-9-24
(SIGNATURE)
Roger L. Bell
(PRINT NAME OF INDIVIDUAL SIGNING)

TITLE Sec Treasurer PHONE NO. 509.452.7194 TITLE Mayor PHONE NO. 509-698-7332

ACCEPTED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND.
 BY _____ DATE _____

TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970

(As revised for amendments, extensions and new Pension Agreements effective on or after January 1, 2020)

It is the policy of the Trustees of the Western Conference of Teamsters Pension Trust Fund to accept as Employer Contributions only payments made in accordance with a Pension Agreement that is not detrimental to the Plan. The determination of whether or not a Pension Agreement is detrimental to the Plan shall be made by the Trustees in their sole discretion. However, the list of provisions that follows is furnished as an illustration of those whose inclusion in a Pension Agreement may result in a determination by the Trustees that the Pension Agreement is detrimental to the Plan. It should be noted, however, that the list is not intended as an inclusive list of all such types of provisions.

1. Provisions that limit the employees on whose account contributions are to be made to those above a specific age.
2. Provisions that limit the employees on whose account contributions are to be made to those who will be eligible for retirement within a specified period.
3. Provisions that limit the persons on whose account contributions are to be made to those who have satisfied a specific minimum period of employment or seniority, except that persons performing the work of the bargaining unit may, for a period not to exceed ninety (90) calendar days, be covered under a contribution rate not less than ten (10) cents per hour, including PEER, from their first date of employment or utilization.
4. Provisions that limit the employees on whose account contributions are to be made to those who have worked more than a specified minimum number of hours in a particular period.
5. Provisions that permit contributions on a basis that will produce a contribution less than on all straight time hours worked by the employee, provided that for purpose of this rule paid vacation and paid holiday hours shall be included in straight time hours worked.
6. Provisions which permit or require pension contributions for persons who are not performing the work of the bargaining unit.
7. Provisions which reduce contributions for each compensable hour to less than that which applied prior to any date, except as provided in Number 3 above.
8. Provisions that provide different contribution rates within the same job classification other than during the specified waiting period as defined in Number 3 above. (Different contribution rates for substantially different job descriptions or classifications are permissible as determined by the Trustees in their sole discretion. To illustrate this concept: driver, warehouse, office, mechanic, sales, production would be considered substantially different descriptions/classifications under this provision.)

In administering the foregoing provisions, the Trustees, with regard to the interpretation of these Guidelines, will attempt to accommodate the bona fide needs of the parties to Pension Agreements as long as the Pension Agreements are not detrimental to the Plan. The Trustees, while retaining sole discretion over these issues, invite the parties to Pension Agreements to present proposals to the Trustees in advance of their adoption so that the Trustees may advise the parties on the acceptability of such proposals.

TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS

If a Covered Employer has been on referral to the Trust Fund's attorneys for a period of three months or more for collection of delinquent pension contributions due under a Pension Agreement, then the decision of whether to accept as a Pension Agreement any extensions, renewal, modification or replacement of that Pension Agreement shall be made by the Chairman and Co-Chairman/Secretary, acting jointly, rather than by an Area Administrative Office of the Trust Fund.

This Policy shall not apply to an extension, renewal, modification or replacement of a Pension Agreement where the sole reason the Covered Employer is on referral is a delinquency discovered through an examination of the books and records of the Covered Employer by the Trustees or their representatives or resulting from a Trust billing for contribution amounts supplemental to amounts the Covered Employer has reported to the Trust Fund on monthly transmittal report forms.

This Policy is supplemental to, and not in derogation of, the existing authority of the Chairman and Co-Chairman/Secretary to determine whether a collective bargaining agreement or other written agreement qualifies as a Pension Agreement and whether Employer Contributions under such agreement are accepted under the rules and regulations of the Trust Fund.

COUNCIL ROLL CALL LIST: Meeting Date: 4-09-24

YES	Roll	NO
X	Councilmember Monaghan	X
X	Councilmember Peterson	
X	Councilmember Marquis	
X	Councilmember Costello	
X	Councilmember Wickenhagen	
X	Councilmember Longmire	
	Councilmember Iverson	X absent
	RESULTS	10-1
	PASS (Y) (N)	

Hearing Examiner - Jeff P

YES	B3A	NO
X	Councilmember Monaghan	
X	Councilmember Peterson	
X	Councilmember Marquis	
X	Councilmember Costello	
X	Councilmember Wickenhagen	
X	Councilmember Longmire	
	Councilmember Iverson	absent
	RESULTS	10-0
	PASS (Y) (N)	pass

Rocky - Civic Center

YES	B3B	NO
X	Councilmember Monaghan	
X	Councilmember Peterson	
X	Councilmember Marquis	
X	Councilmember Costello	
X	Councilmember Wickenhagen	
X	Councilmember Longmire	
	Councilmember Iverson	absent
	RESULTS	10-0
	PASS (Y) (N)	pass

Climate Change - Rich

YES	B3C	NO
X	Councilmember Monaghan	
X	Councilmember Peterson	
	Councilmember Marquis	X
X	Councilmember Costello	
abstain	Councilmember Wickenhagen	abstain
X	Councilmember Longmire	
	Councilmember Iverson	absent
	RESULTS	4-1
	PASS (Y) (N)	pass

COUNCIL ROLL CALL LIST: Meeting Date: 4-09-24

Longmire - R20

YES	B3D	NO
X	Councilmember Monaghan	
X	Councilmember Peterson	
X	Councilmember Marquis	
X	Councilmember Costello	
	Councilmember Wickenhagen	present
abstain	Councilmember Longmire	abstain
	Councilmember Iverson	absent
	RESULTS	4-0
	PASS (Y) (N)	pass

with bring back 4-23

CBA - Police Officers - R20

YES	B3E	NO
X	Councilmember Monaghan	
X	Councilmember Peterson	
X	Councilmember Marquis	
X	Councilmember Costello	
X	Councilmember Wickenhagen	
X	Councilmember Longmire	
	Councilmember Iverson	absent
	RESULTS	6-0
	PASS (Y) (N)	pass

CBA - police clerk - R20

YES	B3F	NO
X	Councilmember Monaghan	
X	Councilmember Peterson	
X	Councilmember Marquis	
X	Councilmember Costello	
X	Councilmember Wickenhagen	
X	Councilmember Longmire	
	Councilmember Iverson	absent
	RESULTS	6-0
	PASS (Y) (N)	pass

CBA - PW - R20

YES	B3G	NO
X	Councilmember Monaghan	
X	Councilmember Peterson	
X	Councilmember Marquis	
X	Councilmember Costello	
X	Councilmember Wickenhagen	
X	Councilmember Longmire	
	Councilmember Iverson	absent
	RESULTS	6-0
	PASS (Y) (N)	pass