



Topic: 2nd City Council Regular Meeting

You are invited to a Zoom webinar or in person meeting. Note: Due to the lifting of Covid safety restrictions on June 9th the city is now required to provide a physical location for all meetings. A computer screen with a microphone and speaker will be set up in council chambers and at least one council member, staff member or the mayor will be present.

2nd Regular City Council Meeting of this month

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84942834088?pwd=YjdpM1dRSVI3Qmt6ZHAraGc0Vkdwdz09>

Passcode: 283347

Or One tap mobile:

US: +12532158782,84942834088#,,, *283347# or
+13462487799,,84942834088#,,, *283347#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 929 205 6099 or +1
301 715 8592 or +1 312 626 6799

Webinar ID: 849 4283 4088

Passcode: 283347

International numbers available: <https://us02web.zoom.us/j/84942834088?pwd=YjdpM1dRSVI3Qmt6ZHAraGc0Vkdwdz09>



CITY OF LANGLEY DRAFT COUNCIL AGENDA

Monday December 19, 2022 @ 5:30 P.M. 112nd Street Langley, WA

CALL TO ORDER – 5 minutes

- 1. Opening Words**
- 2. Roll Call**

CONSENT AGENDA (The CONSENT AGENDA consists of routine items that normally do not require further Council discussion.) – 2 minutes

1. Approval of Claim Warrants Nos. - and EFTs in the amount of \$65,959.55 4-14
2. Approval of Bond Payment EFT in the amount of \$94,868.75 15
3. Approval of November Payroll Claims Nos. 43043-43044 and EFTs in the amount of \$48,622.37 16-17
4. Approval of December Payroll Claims Nos. 43064-43067 and EFTs in the amount of \$47,540.31 18-19
5. Reappointment of Dan Gulden & Cathy Waymire-Rooks to the Design Review Board
6. Approval of Appointment of David Locke to the Climate Crisis Action Commission .20
7. Professional Services Agreement with Wanda Grone.....21-25

APPROVAL OF AGENDA – 3 minutes

APPROVAL OF MINUTES – 3 minutes

1. Approval of Council Meeting Minutes of 11/07/202226-30

PUBLIC COMMENT PERIOD* – 10 - 20 minutes

MAYOR'S REPORT – 10 minutes

ORDINANCES/RESOLUTIONS

1. 1st Reading Ordinance 2023 Budget – Scott Chaplin Mayor
 - a. To view Preliminary 2023 Budget, go to

https://www.langleywa.org/government/city_budget.php

NEW BUSINESS

1. Confirmation of Appointment of Wanda Grone as Finance Director
2. Proclamation supporting action by local, state, federal, and tribal governments that secure and effectuate the rights of the Southern Resident Orcas and of the ecosystems upon which they depend – Gail Fleming Council Member – 5 minutes31-35

UNFINISHED BUSINESS

1. Motion to approve Final Public Comment Guidelines and Template for City Council Meeting Agendas – Rhonda Salerno Council Member – 5 minutes36-38
2. Approval of Contract with Police Guild – Scott Chaplin Mayor-5 minutes39-53

DISCUSSION

1. Discuss changing the council meeting time to 6:00 or 6:30 pm from 5:30 pm – Thomas Gill Council Member – 5 minutes

STAFF REPORTS

1. Meredith Penny, Planning Director
2. Randi Perry, Public Works Director
3. Tavier Wasser, Chief of Police

COUNCIL REPORTS– 15 minutes

1. Council Member Harolynne Bobis – 3 minutes
2. Council Member Rhonda Salerno – 3 minutes
3. Council Member Thomas Gill – 3 minutes
4. Council Member Craig Cyr – 3 minutes
5. Council Member Gail Fleming – 3 minutes

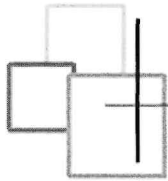
EXECUTIVE SESSION

Executive Session for qualification of an applicant for public employment (RCW 42.30.110.(1)(g)) – 15 minutes

ADJOURN

***Public Comment:** This is the time on the agenda where Council welcomes comments on subjects of concern or interest that are not on the agenda or to make known that a member of the public wishes to comment on a particular agenda item at the time the item is being discussed. Please state your name and address so this can be recorded and limit your comments to 3 minutes.

Thank you for participating! **If reasonable accommodation of a disability is needed, please contact Darlene Baldwin at (360) 221-4246 ext. 17 at least 48 hours prior to this meeting.**



Voucher Directory

Fiscal: : 2022 - December
Council Date: : 2022 - December - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Airgas USA LLC	0			2022 - December - 2nd Council Meeting	
		Invoice - 9993408099			
			402-000-000-535-10-30-01	Supplies	\$16.43
		Total Invoice - 9993408099			\$16.43
	Total 0				\$16.43
Total Airgas USA LLC					\$16.43
Chamber of Commerce	0			2022 - December - 2nd Council Meeting	
		Invoice - 2017-13251			
			105-000-000-557-30-49-11	Chamber Xmas by the Sea	\$2,500.00
		Total Invoice - 2017-13251			\$2,500.00
	Total 0				\$2,500.00
Total Chamber of Commerce					\$2,500.00
Dept. of Ecology	0			2022 - December - 2nd Council Meeting	
		Invoice - CW-78978996			
			001-000-110-558-60-42-02	Training Registration	\$105.00
		Total Invoice - CW-78978996			\$105.00
	Total 0				\$105.00
Total Dept. of Ecology					\$105.00
Edge Analytical Labs	0			2022 - December - 2nd Council Meeting	
		Invoice - 22-37932			
			402-000-000-535-10-40-04	Sewer Plant Testing	\$233.81
		Total Invoice - 22-37932			\$233.81
	Total 0				\$233.81
Total Edge Analytical Labs					\$233.81

Vendor	Number	Reference	Account Number	Description	Amount
Ferguson Waterworks					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 1159713			
			401-000-000-534-80-31-01	Parts, Chemicals & Supplies	\$1,065.01
		Total Invoice - 1159713			\$1,065.01
	Total 0				\$1,065.01
Total Ferguson Waterworks					\$1,065.01
Ferrellgas					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 5007421985			
			001-000-100-518-30-46-01	Utilities	\$179.49
			001-000-140-572-50-46-01	Utilities For Library	\$179.50
		Total Invoice - 5007421985			\$358.99
	Total 0				\$358.99
Total Ferrellgas					\$358.99
Freeland Ace Hardware					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 128541			
			001-000-100-518-30-30-01	Facilities Maint. Supplies	\$37.19
			001-000-150-576-80-30-01	Supplies	\$37.19
			401-000-000-534-10-30-01	Supplies	\$37.19
			403-000-000-531-10-30-01	Supplies	\$37.19
		Total Invoice - 128541			\$148.76
	Total 0				\$148.76
Total Freeland Ace Hardware					\$148.76
Hanson's Bldg. Supply					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 2211-181980			
			001-000-100-594-59-00-00	Capital maintenance City Hall	\$620.70
		Total Invoice - 2211-181980			\$620.70
	Total 0				\$620.70
Total Hanson's Bldg. Supply					\$620.70
ICom					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 2023-03			
			001-000-070-521-20-40-02	Dispatch Services/icom	\$5,894.55
		Total Invoice - 2023-03			\$5,894.55
	Total 0				\$5,894.55
Total ICom					\$5,894.55

Vendor	Number	Reference	Account Number	Description	Amount
Island Asphalt & Sitework Inc.	0			2022 - December - 2nd Council Meeting	
		Invoice - 1817			
			101-000-000-542-66-30-01	Snow & Ice Control Supplies	\$315.52
		Total Invoice - 1817			\$315.52
	Total 0				\$315.52
Total Island Asphalt & Sitework Inc.					\$315.52
Island Disposal Inc	0			2022 - December - 2nd Council Meeting	
		Invoice - 7377592S144			
			001-000-010-513-10-40-01	Professional Services - ADMIN Shared Cost	\$14.55
			Island Disposal		
			001-000-030-514-20-40-02	Professional Services - ADMIN Shared Cost	\$19.41
			Island Disposal		
			001-000-070-521-20-40-01	Professional Services - ADMIN Shared Cost	\$19.41
			Island Disposal		
			001-000-100-518-30-40-01	Professional Services - ADMIN Shared Cost	\$14.55
			Island Disposal		
			001-000-110-558-60-40-00	Professional Services - ADMIN Shared Cost	\$9.70
			Island Disposal		
			001-000-120-558-50-40-00	Professional Services - ADMIN Shared Cost	\$9.70
			Island Disposal		
			001-000-150-576-80-40-00	Professional Services - ADMIN Shared Cost	\$630.71
			Island Disposal		
			001-000-180-518-80-40-01	Professional Services	\$9.70
			Island Disposal		
			101-000-000-543-10-40-01	Professional Services - ADMIN Shared Cost	\$48.52
			Island Disposal		
			401-000-000-534-10-40-01	Professional Services - ADMIN Shared Cost	\$97.03
			Island Disposal		
			402-000-000-535-10-40-01	Professional Services - ADMIN Shared Cost	\$97.04
			Island Disposal		
		Total Invoice - 7377592S144			\$970.32
	Total 0				\$970.32
Total Island Disposal Inc					\$970.32
Island Shakespeare Festival	0			2022 - December - 2nd Council Meeting	
		Invoice - 12/13/2022 4:45:24 PM			
			105-000-000-557-30-49-03	Island Shakespeare Festival	\$6,165.61
		Total Invoice - 12/13/2022 4:45:24 PM			\$6,165.61
	Total 0				\$6,165.61
Total Island Shakespeare Festival					\$6,165.61

Vendor	Number	Reference	Account Number	Description	Amount
Langley Main St Association					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 2022			
			001-000-150-576-80-40-03	Langley Park Maintenance	\$5,000.00
		Total Invoice - 2022			\$5,000.00
	Total 0				\$5,000.00
Total Langley Main St Association					\$5,000.00
Les Schwab Tire Centers					
	0			2022 - December - 2nd Council Meeting	
		Invoice - ACCOUNT 41300080			
			101-000-000-544-90-31-02	Fuel & Maintenance	\$366.52
			401-000-000-534-10-47-01	Repairs & Maintenance	\$366.52
			402-000-000-535-10-47-01	Repairs & Maintenance	\$366.53
			403-000-000-531-10-47-01	Repair Maintenance Vehicle	\$366.52
		Total Invoice - ACCOUNT 41300080			\$1,466.09
	Total 0				\$1,466.09
Total Les Schwab Tire Centers					\$1,466.09
Madsen Enterprise Inc.					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 2526			
			401-000-000-534-10-47-01	Repairs & Maintenance	\$2,002.75
		Total Invoice - 2526			\$2,002.75
	Total 0				\$2,002.75
Total Madsen Enterprise Inc.					\$2,002.75
NAPA Auto Parts					
	0			2022 - December - 2nd Council Meeting	
		Invoice - ACCOUNT 360			
			402-000-000-535-10-47-01	Repairs & Maintenance	\$129.42
		Total Invoice - ACCOUNT 360			\$129.42
	Total 0				\$129.42
Total NAPA Auto Parts					\$129.42
North Central Laboratories					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 479822			
			401-000-000-534-80-31-01	Parts, Chemicals & Supplies	\$245.20
			402-000-000-535-10-40-04	Sewer Plant Testing	\$595.75
		Total Invoice - 479822			\$840.95
	Total 0				\$840.95
Total North Central Laboratories					\$840.95

Vendor	Number	Reference	Account Number	Description	Amount
PACE Engineers, Inc.					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 84603 balance			
			001-000-110-558-60-40-01	Professional Fees/Reimbursible - Permit Review	\$250.00
		Total Invoice - 84603 balance			\$250.00
	Total 0				\$250.00
Total PACE Engineers, Inc.					\$250.00
Pioneer Tree Service & Ldscp'g Inc					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 4180			
			001-000-150-576-80-40-01	Tree Cutting	\$1,088.00
		Total Invoice - 4180			\$1,088.00
		Invoice - 4181			
			001-000-150-576-80-40-01	Tree Cutting	\$979.20
		Total Invoice - 4181			\$979.20
		Invoice - 4182			
			001-000-150-576-80-40-01	Tree Cutting	\$1,784.32
		Total Invoice - 4182			\$1,784.32
	Total 0				\$3,851.52
Total Pioneer Tree Service & Ldscp'g Inc					\$3,851.52
Port Townsend Leader					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 12/13/2022 9:47:32 AM			
			001-000-030-514-20-40-02	Professional Services - ADMIN Shared Cost	\$59.50
		Total Invoice - 12/13/2022 9:47:32 AM			\$59.50
	Total 0				\$59.50
Total Port Townsend Leader					\$59.50
Puget Sound Energy					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 12/12/2022 11:48:12 AM			
			001-000-000-511-60-46-01	Utilities	\$91.12
			PSE		
			001-000-010-513-10-46-01	Utilities	\$30.61
			001-000-030-514-20-46-01	Utilities	\$189.25
			001-000-070-521-20-46-01	Utilities	\$103.03
			001-000-100-518-30-46-01	Utilities	\$14.34
			001-000-110-558-60-46-01	Utilities	\$32.45
			001-000-120-558-50-46-01	Utilities	\$32.30
			001-000-150-576-80-46-04	Parks-Utilities/waste Disposal	\$261.41
			PSE		
			001-000-180-518-80-46-01	Utilities	\$7.56
			101-000-000-542-63-46-01	Street Lighting Utilities	\$1,328.84
			PSE		

Vendor	Number	Reference	Account Number	Description	Amount
			104-000-000-536-10-46-01	Utilities-Cemetery	\$10.40
			105-000-000-557-30-46-01	Utilities/VIC & R/R	\$0.00
			PSE		
			401-000-000-534-10-46-01	Utilities-Water Dept.	\$74.31
			PSE		
			402-000-000-535-10-46-01	Utilities-Sewer Dept.	\$4,760.23
			PSE		
		Total Invoice - 12/12/2022 11:48:12 AM			\$6,935.85
	Total 0				\$6,935.85
Total Puget Sound Energy					\$6,935.85
Quill Corporation	0				
			2022 - December - 2nd Council Meeting		
		Invoice - 29141855			
			001-000-010-513-10-30-01	Office/operational Supplies	\$56.97
		Total Invoice - 29141855			\$56.97
		Invoice - 29228339			
			001-000-030-514-20-30-01	Supplies	\$16.31
		Total Invoice - 29228339			\$16.31
		Invoice - 29253697			
			001-000-010-513-10-30-01	Office/operational Supplies	\$65.01
			001-000-150-576-80-30-01	Supplies	\$12.12
			001-000-180-518-80-30-01	supplies	\$12.12
			101-000-000-543-10-30-01	Supplies	\$12.12
			401-000-000-534-10-30-01	Supplies	\$12.12
			402-000-000-535-10-30-01	Supplies	\$12.12
			403-000-000-531-10-30-01	Supplies	\$12.12
		Total Invoice - 29253697			\$137.73
	Total 0				\$211.01
Total Quill Corporation					\$211.01
Robert Half	0				
			2022 - December - 2nd Council Meeting		
		Invoice - 61176567			
			001-000-030-514-20-40-04	Professional Services - Contract	\$4,180.00
		Total Invoice - 61176567			\$4,180.00
	Total 0				\$4,180.00
Total Robert Half					\$4,180.00
S.W. School Dist. #206	0				
			2022 - December - 2nd Council Meeting		
		Invoice - 2023-02			
			001-000-070-521-20-31-02	Fuel	\$887.01
			101-000-000-544-90-31-02	Fuel & Maintenance	\$276.23
			SWSD		

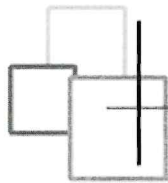
Vendor	Number	Reference	Account Number	Description	Amount
			401-000-000-534-10-31-02	Fuel	\$106.37
			SWSD		
			402-000-000-535-10-31-02	Fuel	\$339.71
			SWSD		
			403-000-000-531-10-31-02	Fuel	\$276.23
			SWSD		
		Total Invoice - 2023-02			\$1,885.55
	Total 0				\$1,885.55
Total S.W. School Dist. #206					\$1,885.55
Sebo's DO IT Center	0				
		2022 - December - 2nd Council Meeting			
		Invoice - 12/13/2022 4:01:23 PM			
			001-000-100-518-30-30-01	Facilities Maint. Supplies	\$49.47
			001-000-100-518-30-47-03	City Facilities Maintenance	\$94.09
			001-000-100-518-30-47-03	City Facilities Maintenance	\$5.21
			001-000-100-518-30-47-03	City Facilities Maintenance	\$18.60
			101-000-000-542-66-30-01	Snow & Ice Control Supplies	\$64.52
			101-000-000-543-10-47-01	Repair & maintenance	\$16.94
			101-000-000-543-10-47-01	Repair & maintenance	\$6.75
			101-000-000-543-10-47-01	Repair & maintenance	\$21.09
			401-000-000-534-10-47-01	Repairs & Maintenance	\$100.07
			402-000-000-535-10-47-01	Repairs & Maintenance	\$62.30
			403-000-000-531-10-30-01	Supplies	\$73.17
		Total Invoice - 12/13/2022 4:01:23 PM			\$512.21
	Total 0				\$512.21
Total Sebo's DO IT Center					\$512.21
Sound Maintenance Services Inc	0				
		2022 - December - 2nd Council Meeting			
		Invoice - 135768			
			105-000-000-557-30-40-03	Contract Services (R&R, Chamber 1%, County)	\$1,850.00
		Total Invoice - 135768			\$1,850.00
	Total 0				\$1,850.00
Total Sound Maintenance Services Inc					\$1,850.00
Sound Publishing Inc	0				
		2022 - December - 2nd Council Meeting			
		Invoice - WNT967391			
			001-000-010-513-10-40-01	Professional Services - ADMIN Shared Cost	\$51.00
		Total Invoice - WNT967391			\$51.00
	Total 0				\$51.00
Total Sound Publishing Inc					\$51.00

Vendor	Number	Reference	Account Number	Description	Amount
Star Store Inc					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 12/13/2022 3:48:32 PM			
			402-000-000-535-10-40-04	Sewer Plant Testing	\$190.36
		Total Invoice - 12/13/2022 3:48:32 PM			\$190.36
	Total 0				\$190.36
Total Star Store Inc					\$190.36
Summitt Law Group					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 141114			
			001-000-010-513-10-40-02	Professional Services - Legal	\$1,900.00
		Total Invoice - 141114			\$1,900.00
	Total 0				\$1,900.00
Total Summitt Law Group					\$1,900.00
Town of Coupeville					
	0			2022 - December - 2nd Council Meeting	
		Invoice - BO-22-010			
			001-000-120-558-50-40-02	Bldg. Official/inspections	\$3,960.00
		Total Invoice - BO-22-010			\$3,960.00
	Total 0				\$3,960.00
Total Town of Coupeville					\$3,960.00
USABlueBook					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 176207			
			401-000-000-534-10-30-01	Supplies	\$72.62
		Total Invoice - 176207			\$72.62
		Invoice - 179515			
			401-000-000-534-10-47-01	Repairs & Maintenance	\$76.99
		Total Invoice - 179515			\$76.99
		Invoice - 190156			
			402-000-000-535-10-30-01	Supplies	\$440.14
		Total Invoice - 190156			\$440.14
	Total 0				\$589.75
Total USABlueBook					\$589.75
Utilities Underground					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 2110174			
			401-000-000-534-10-46-01	Utilities-Water Dept.	\$16.94
		Total Invoice - 2110174			\$16.94
	Total 0				\$16.94
Total Utilities Underground					\$16.94

Vendor	Number	Reference	Account Number	Description	Amount
VISA	0			2022 - December - 2nd Council Meeting	
		Invoice - 3693 , 5847 , 5839			
			001-000-010-513-10-40-01	Professional Services - ADMIN Shared Cost	\$59.82
			001-000-010-513-10-40-01	Professional Services - ADMIN Shared Cost	\$16.31
			ADOBE		
			001-000-010-513-10-40-01	Professional Services - ADMIN Shared Cost	\$36.99
			MAIL CHIMP		
			001-000-030-514-20-40-02	Professional Services - ADMIN Shared Cost	\$40.00
			001-000-030-514-20-40-02	Professional Services - ADMIN Shared Cost	\$225.00
			001-000-030-514-20-40-02	Professional Services - ADMIN Shared Cost	\$450.00
			001-000-030-514-20-49-01	Association Dues	\$135.00
			001-000-110-558-60-30-01	Supplies	\$108.80
			FEATHER FOX		
			001-000-120-558-50-49-01	Association Dues	\$95.00
			WABO		
			101-000-000-544-90-31-02	Fuel & Maintenance	\$148.93
			101-000-000-544-90-35-00	Equipment	\$50.16
			105-000-000-557-30-30-01	Public Restrooms-R&M/Misc'I, Supplies.	\$328.88
			401-000-000-534-10-40-03	Professional Services - Software	\$16.31
			401-000-000-534-10-42-02	Training Registration Cost	\$42.00
			GREEN RIVER		
			401-000-000-534-10-42-02	Training Registration Cost	\$42.00
			GREEN RIVER		
			401-000-000-534-10-42-02	Training Registration Cost	\$42.00
			GREEN RIVER		
			402-000-000-535-10-42-01	Training Travel/Meals/Lodging	\$10.35
			402-000-000-535-10-42-01	Training Travel/Meals/Lodging	\$10.35
			402-000-000-535-10-42-02	Training Registration	\$101.14
			WW CERT		
			402-000-000-535-10-42-02	Training Registration	\$101.14
			402-000-000-535-10-42-02	Training Registration	\$101.14
			WW CERT		
			402-000-000-535-10-47-01	Repairs & Maintenance	\$175.55
			ZORO		
		Total Invoice - 3693 , 5847 , 5839			\$2,336.87
	Total 0				\$2,336.87
Total VISA					\$2,336.87
Vision Municipal Solutions	0			2022 - December - 2nd Council Meeting	
		Invoice - 09-11585			
			001-000-180-518-80-32-04	Software and IT	\$64.43
		Total Invoice - 09-11585			\$64.43

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 09-1179			
			001-000-180-518-80-32-04	Software and IT	\$555.70
		Total Invoice - 09-1179			\$555.70
		Invoice - 09-11794			
			001-000-180-518-80-32-04	Software and IT	\$2,206.83
		Total Invoice - 09-11794			\$2,206.83
		Invoice - 09-11795			
			001-000-180-518-80-32-04	Software and IT	\$53.90
		Total Invoice - 09-11795			\$53.90
	Total 0				\$2,880.86
Total Vision Municipal Solutions					\$2,880.86
WAPRO					
	0			2022 - December - 2nd Council Meeting	
		Invoice -6762			
			001-000-030-514-20-49-01	Association Dues	\$25.00
		Total Invoice -6762			\$25.00
	Total 0				\$25.00
Total WAPRO					\$25.00
Welch, Terry					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 22-12-02			
			101-000-000-543-30-42-02	Training Registration	\$117.50
			401-000-000-534-10-42-01	Training Travel/Meals/Lodging	\$117.50
			402-000-000-535-10-42-01	Training Travel/Meals/Lodging	\$117.50
			403-000-000-531-10-42-02	Training Registration	\$117.50
		Total Invoice - 22-12-02			\$470.00
	Total 0				\$470.00
Total Welch, Terry					\$470.00
Western Facilities Supply					
	0			2022 - December - 2nd Council Meeting	
		Invoice - 044956A			
			105-000-000-557-30-30-01	Public Restrooms-R&M/Misc'l, Supplies.	\$94.02
		Total Invoice - 044956A			\$94.02
	Total 0				\$94.02
Total Western Facilities Supply					\$94.02

Vendor	Number	Reference	Account Number	Description	Amount
Whidbey Telecom	0			2022 - December - 2nd Council Meeting	
		Invoice - 12/12/2022 4:05:25 PM			
			001-000-000-511-60-46-01	Utilities	\$78.92
			001-000-010-513-10-46-01	Utilities	\$72.39
			001-000-030-514-20-46-01	Utilities	\$224.55
			001-000-070-521-20-41-02	Telephone	\$243.03
			WhidTel acct# 0117032		
			001-000-100-518-30-46-01	Utilities	\$299.82
			001-000-110-558-60-46-01	Utilities	\$72.39
			001-000-120-558-50-46-01	Utilities	\$62.70
			001-000-150-576-80-41-02	Utilities	\$21.62
			101-000-000-543-10-47-00	Utilities	\$72.39
			401-000-000-534-10-46-01	Utilities-Water Dept.	\$66.93
			WhidTel acct# 0117034		
			402-000-000-535-10-48-08	Operations Admin & Overhead costs	\$191.04
			WhidTel accts# 0117037, 0117035, 0118627, 178633		
			403-000-000-531-10-46-01	Utilities	\$21.67
		Total Invoice - 12/12/2022 4:05:25 PM			\$1,427.45
	Total 0				\$1,427.45
Total Whidbey Telecom					\$1,427.45
Whitney Equip CO Inc	0			2022 - December - 2nd Council Meeting	
		Invoice - s-ord101250			
			402-000-000-535-10-47-01	Repairs & Maintenance	\$4,447.75
		Total Invoice - s-ord101250			\$4,447.75
	Total 0				\$4,447.75
Total Whitney Equip CO Inc					\$4,447.75
Grand Total		Vendor Count	39		\$65,959.55



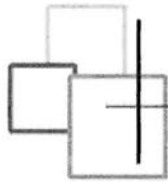
Voucher Directory

Fiscal : 2022 - December
Council Date : 2022 - December - Dec Manual

Vendor	Number	Reference	Account Number	Description	Amount
Davido Consulting Group, Inc	43097				
				2022 - December - Dec Manual	
				Invoice - 12/6/2022 2:41:38 PM	
			405-000-000-594-34-60-06	CIP W-5 Edgecliff (Furman-Wilkinson) Main	\$2,775.26
			408-000-000-594-34-60-03	RR-8 W71-W70 (Al Anderson Rd) LIP 14	\$839.14
			409-000-000-594-34-60-01	Capital expenditures - grant	\$34,895.10
				Total Invoice - 12/6/2022 2:41:38 PM	\$38,509.50
					\$38,509.50
	Total 43097				
Total Davido Consulting Group, Inc					\$38,509.50
US Bank Trust N. A.					
				2022 - December - Dec Manual	
				Payment - Bond Payment Dec 2022	
				Invoice - Bond Payment Dec 2022	
			202-000-000-591-34-70-00	Debt Service Principle	\$45,000.00
			202-000-000-592-34-80-00	Debt Service Interest	\$49,868.75
				Total Invoice - Bond Payment Dec 2022	\$94,868.75
					\$94,868.75
	Total Payment - Bond Payment Dec 2022				\$94,868.75
Total US Bank Trust N. A.					\$94,868.75
Grand Total	Vendor Count		21		\$133,378.25

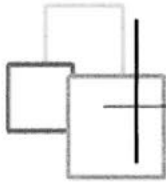
Approved 12-5-22 Council Meeting

\$94,868.75



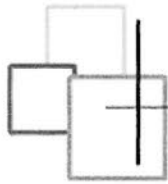
Payroll Register

Number	Name	Fiscal Description	Cleared	Amount
<u>43043</u>	CITY OF LANGLEY	2022 - November - 2nd Council Meeting	11/21/2022	\$11,178.25
<u>43044</u>	National Fraternal Order of Police	2022 - November - 2nd Council Meeting		\$147.00
<u>DCP 1101-111522</u>	STATE TREASURER	2022 - November - 2nd Council Meeting		\$208.20
<u>Direct Deposit Run -</u> <u>11/16/2022</u>	Payroll Vendor	2022 - November - 2nd Council Meeting		\$30,882.34
<u>DRS 1101-111522</u>	DEPT OF RETIREMENT	2022 - November - 2nd Council Meeting		\$6,206.58
				\$48,622.37



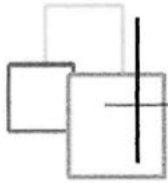
Direct Deposit Activity

Name	Amount
Direct Deposit Run - 11/16/2022	
Baldwin, Darlene	\$1,731.37
Cattand, Alexis	\$1,681.07
Chaplin, Scott	\$1,655.72
Durr, Robert J.	\$2,258.23
Grove, Timothy J.	\$2,959.76
Hamilton, Bryan E.	\$2,365.08
Hathaway, Nicholas G	\$2,299.37
Herzberg, Robert	\$399.23
Liggitt, Charles E.	\$2,978.29
Marks, Joshua W.	\$1,662.87
McDivitt, Tara J	\$1,520.36
Pace, Jeremiah J.	\$979.68
Papritz, Henrick	\$679.68
Penny, Meredith B	\$2,452.25
Perry, Randi M.	\$2,566.83
Wasser, Tavier	\$2,692.55
	\$30,882.34
	\$30,882.34



Payroll Register

Number	Name	Fiscal Description	Cleared	Amount
<u>43064</u>	Cyr, Craig	2022 - December - 1st Council Meeting		\$45.95
<u>43065</u>	Gill, Thomas	2022 - December - 1st Council Meeting		\$45.95
<u>43066</u>	CITY OF LANGLEY	2022 - December - 1st Council Meeting		\$10,788.06
<u>43067</u>	AFLAC WORLDWIDE HEADQTRS	2022 - December - 1st Council Meeting		\$213.42
<u>DCP 1116-113022</u>	STATE TREASURER	2022 - December - 1st Council Meeting		\$465.00
<u>Direct Deposit Run -</u> <u>12/1/2022</u>	Payroll Vendor	2022 - December - 1st Council Meeting		\$29,992.64
<u>DRS 1116-113022</u>	DEPT OF RETIREMENT	2022 - December - 1st Council Meeting		\$5,989.29
				\$47,540.31



Direct Deposit Activity

Name	Amount
Direct Deposit Run - 12/1/2022	
Baldwin, Darlene	\$1,960.16
Bobis, Harolynne N	\$45.95
Cattand, Alexis	\$1,681.07
Chaplin, Scott	\$1,655.72
Durr, Robert J.	\$2,027.60
Fleming, Gail T	\$45.95
Grove, Timothy J.	\$2,238.48
Hamilton, Bryan E.	\$2,019.39
Hathaway, Nicholas G	\$2,727.15
Herzberg, Robert	\$399.23
Liggitt, Charles E.	\$2,134.98
Marks, Joshua W.	\$1,592.27
McDivitt, Tara J	\$1,520.36
Pace, Jeremiah J.	\$1,529.49
Papritz, Henrick	\$789.05
Penny, Meredith B	\$2,320.46
Perry, Randi M.	\$2,566.83
Salerno, Rhonda Ann	\$45.95
Wasser, Tavier	\$2,692.55
	\$29,992.64
	\$29,992.64

RECEIVED
NOV 15 2022



VOLUNTEER APPLICATION

CITY OF LANGLEY

112 Second St./PO Box 366 Langley, Washington 98260 (360) 221-4246

Position Climate Crisis Group Board/Department W Date 11/15/22
Name: Last Locke First David Middle W
Street Address 544 Creekside Terrace #101 Home Phone 206 334 0108
Mailing Address (if different) Langley Email Address dlocke@whidbey.com
City _____ State _____ Zip _____ Daytime Phone _____

Are at least 18 years old? ☒ Yes ☐ No If not, please specify your age _____

BACKGROUND:

Education M. Mus. + 3 years

Occupation (s): Musician

Other Volunteer Positions: _____

Hobbies: Accordion

Other applicable experience: _____

SKILLS:

List Applicable Skills I've lived long on this planet
and hate to see it being destroyed.

DESIRE:

Briefly describe why you are interested in volunteering:

I was invited after an interview
by this committee

Signature: David W. Locke Date: 11/15/22

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LANGLEY
AND WANDA GRONE**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2022, by and between the City of Langley, a municipal corporation of the State of Washington (“City”) and Wanda Grone (“Consultant”) in consideration of the mutual benefits and conditions contained herein.

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Services.** Consultant shall perform those services described on **Exhibit A** attached hereto, which is incorporated by this reference as if fully set forth. All such services will be rendered with the degree of skill and care exercised by members of Consultant’s profession practicing under similar circumstances at the same time and in the same or similar locale, and in compliance with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** Consultant will invoice City monthly. Consultant shall be paid at the rate of seventy-five dollars (\$75.00) hourly for each full hour of service rendered, and ratably for each partial hour, including travel time. City shall pay Consultant for services rendered under this Agreement within ten (10) days after City Council voucher approval. Consultant agrees to complete and return the attached **Exhibit B** (Taxpayer Identification Number) to City prior to or along with the first invoice.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing __/__/__, and ending __/__/__, unless earlier terminated in accordance with Section 10 herein or extended by written amendment in accordance with Section 13 herein.
4. **Ownership, Form, and Use of Documents.** All documents, drawings, specifications, and other materials produced by Consultant in connection with the services rendered under this Agreement shall be the property of City. Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by City or its representatives for any purpose other than the project specified in this Agreement.
5. **Independent Contractor.** City and Consultant agree that Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create an employer-employee relationship between the parties hereto. Neither Consultant nor any of Consultant’s employees shall be entitled, by virtue of the services provided under this Agreement, to any benefits afforded to City employees. City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers’ compensation, or for otherwise assuming the duties of an employer with respect to Consultant or Consultant’s employees.

6. **Indemnification.** Consultant shall indemnify, defend, and hold harmless City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Consultant and City, its officers, officials, employees, and volunteers, Consultant's liability hereunder—including the duty and cost to defend—shall be only to the extent of Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Consultant's waiver of immunity under *Industrial Insurance*, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement, the following insurance:

- A. **Scope of Required Insurance.** Consultant shall maintain insurance of the types and coverage described below:

1. **Automobile liability insurance**, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

8. **Taxes, Licenses and Permits.**

- A. Consultant shall procure and maintain a City business license in accordance with Chapter 5.04 LMC, *Business Licenses*, prior to beginning work under this Agreement. Consultant assumes responsibility for and ensures that all contractors, subcontractors and suppliers shall also obtain a City business license.
- B. Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, including taxes and fees assessed pursuant to applicable City code, and Consultant agrees to comply with all applicable laws regarding the reporting of income and maintenance of records, and with all other requirements and obligations imposed pursuant to applicable law. If City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, Consultant shall reimburse and hold City harmless from such costs, including attorneys' fees. Consultant shall also require all contractors, subcontractors and suppliers to pay all charges and taxes in accordance with this Section 8.
- C. In the event Consultant fails to pay any taxes, assessments, penalties, or fees imposed by City or any other governmental body, then Consultant authorizes City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the

governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Consultant's total compensation.

party in any such action shall be entitled to its costs of suit, including attorneys' fees and expert witness fees.

BY THEIR SIGNATURES BELOW, the authorized agents of the parties enter into this Agreement as of the day and year first written above.

CITY OF LANGLEY

Wanda J. Grone

By: _____
Scott Chaplin, Mayor

By: _____

Printed Name: Wanda J. Grone

Title: _____

Attest/Authenticated:

Darlene Baldwin, Interim City Clerk

Approved As To Form:

Michael R. Kenyon, City Attorney

EXHIBIT A:
SCOPE OF SERVICES

Consultant shall furnish and perform services including, but not limited to, the description of work and deliverable items indicated below.

1. Meet with staff, our financial consultant, banking officials and others as deemed necessary to develop a plan for a smooth transition from our current financial management operations to one that operates in the absence of the financial consultant we are currently using; and to
2. Communicate with the Mayor as to what additional resources might be needed for this transition.

Council Meeting Minutes
Monday November 7, 2022

Meeting was called to order by Mayor Scott Chaplin at 5:31pm

Land Acknowledgement

ROLL CALL

In attendance: Mayor Scott Chaplin; Council Member Harolynne Bobis; Council Member Rhonda Salerno; Council Member Craig Cyr; Council Member Thomas Gill, Council Member Gail Fleming; Meredith Penny, Director of Community Planning, Randi Perry, Public Works Director

APPROVAL OF CONSENT AGENDA

Motion to Approve Consent Agenda

Motion: Council Member Craig Cyr

2nd: Council Member Thomas Gill

Motion Passed unanimously

APPROVAL OF AGENDA

Motion to Approve Agenda

Motion: Council Member Craig Cyr

2nd: Council Member Thomas Gill

Discussion:

Reschedule In Person Award Ceremony & Update on Library Committee

Remove Revenues and Budget from Public Hearing

Move Executive Session

Motion to Approve Amendments

Motion: Council Member Thomas Gill

2nd: Council Member Harolynne Bobis

Motion Passed unanimously with adjustments

PUBLIC COMMENT

Ann Tearse, new CCAC Member, introduced herself

PRESENTATION/GUEST SPEAKER/COMMISSION REPORT

1. Presentation to Council from Planning Advisory Board Chair, Greg Easton
2. Presentation to Council from Parks & Open Space Commission Chair, Emily Gunn

MAYORS REPORT

1. Power was restored late in the afternoon
2. City had a visiting delegation from Uzbekistan. The city was gifted a beautiful plate that is displayed upstairs
3. There was another slide on the bluff

PUBLIC HEARING

Started: 5:57

Transportation Improvement Plan (TIP) – Randi Perry Director of Public Works
No Public Comment on Transportation Improvement Plan

Ended: 6:01

Started: 6:01

Capital Improvement Plan (CIP) – Randi Perry Director of Public Works
No Public Comment on Capital Improvement Plan

Ended: 6:08

Started: 6:08

Fee Schedule for 2023 Budget – Randi Perry Director of Public Works
No Public Comment on Fee Schedule for 2023

Ended: 6:10

Started: 6:10

Ordinance on Ad Valorem Levy Taxes for 2023- Scott Chaplin Mayor
No Public Comment Ad Valorem Levy Tax

Ended: 6:12

EXECUTIVE SESSION-To discuss qualifications of an applicant for public employment or performance of a public employee as allowed by RCW 42.30.110. (1) (g)

Started: 6:16 Ended: 6:30

Started: 5:30 Ended: 6:40

ORDINANCES/RESOLUTIONS-

1. First Readings of Ordinance # 1098 - Ad Valorem Levy Taxes for 2023
AN ORDINANCE OF THE CITY OF LANGLEY, WASHINGTON, Fixing the Amount of Ad Valorem Taxes to be Collected by the City of Langley in the year of 2023.

Motion to Approve Ad Valorem Levy Taxes for 2023 for 1st Reading

Motion: Council Member Thomas Gill

2nd: Council Member Harolynne Bobis

Motion Passed unanimously

2. First Reading on Transportation Improvement Plan (TIP)

Motion to Approve Transportation Improvement Plan for 1st Reading

Motion: Council Member Rhonda Salerno

2nd: Council Member Thomas Gill

Motion Passed unanimously

3. First Reading of the Capital Improvement Plan (CIP)

Motion to Approve Capital Improvement Plan for 1st Reading

Motion: Council Member Craig Cyr

2nd: Council Member Harolynne Bobis

Motion Passed unanimously

4. First Reading of the Fees Schedule for 2023

Motion to Approve Fees Schedule for 2023 1st Reading

Motion: Council Member Thomas Gill

2nd: Council Member Harolynne Bobis

Motion Passed unanimously

5. First Reading to create a Finance Director Position

Motion to consider and Approve the Ordinance adopting a new chapter to the Municipal Code relating to the city's Finance Department and Finance Director providing for severability and establishing an effective date

Motion: Council Member Rhonda Salerno

2nd: Council Member Gail Fleming

Motion Passed unanimously

6. First Reading on creating a City of Langley Lodging Tax Advisory Commission

Motion to Approve the Langley Lodging Tax Advisory Commission with one Council Liaison and one Staff Support (with membership to be discussed later)

Motion: Council Member Rhonda Salerno

2nd: Council Member Gail Fleming

Motion Passed unanimously

Motion to Approve the following membership of the Langley Lodging Tax Advisory Commission; Two Lodging Owners, Two Recipients, Three Citizens, One Council Liaison (non-voting) and One Staff Support (non-voting) (with names to be determined later)

Motion: Council Member Harolynne Bobis

2nd: Council Member Thomas Gill

Motion Passed unanimously

Second Reading on creating a City of Langley Lodging Tax Advisory Commission
Motion to Adopt Municipal; Code 2.69 relating to the establishment of a Lodging Tax Advisory Commission Providing for Severability and Establishing an Effective Date

Motion: Council Member Thomas Gill
2nd: Council Member Harolynne Bobis

Motion Passed unanimously

Motion to Add to the previous members of the Ad Hoc Lodging Tax Advisory Commission the volunteers listed and that the names of volunteers listed in Council Packet be added to the Commission; Thomas Gill as Council Liaison, Darlene Baldwin as Staff Support, Tom Felvey and Pamela Schell as Lodging Industry Representatives, Deana Duncan and Inge Morascini as Industry Recipients, and Concerned Citizens Joann Quintana, David Price, and Ben Courteau

Motion: Council Member Thomas Gill
2nd: Council Member Harolynne

Motion Passed unanimously

NEW BUSINESS

1. Scheduled a Special Council Budget Meeting – November 10, @ 3:30-5:30

2. Discussion on City Legal Counsel

Motion for the City of Langley to put out RFP for legal counsel with an application deadline of December 1st

Motion: Council Member Thomas Gill
2nd: Council Member Gail Fleming

Motion Passed unanimously

UNFINISHED BUSINESS

1. Review Policy on Public Comments with Open Public Meeting Act's new requirements – Council Member Rhonda Salerno

Discussion:

Council Member Rhonda Salerno - Anything that comes in from the public that is sent to staff that relates to the business of council must be forwarded to council. Rhonda will add a sentence to our Public Comment statement

Council Member Gail Fleming– would like to see emails sent to council being on website with a link on council agendas

2. Update on Housing Action Plan Process from Meredith Penny, Director of Community Planning

COUNCIL REPORTS

1. Council Member Harolynne Bobis
2. Council Member Rhonda Salerno
 - a. Shared that fossil fuel free housing can happen with single family, not just commercial
3. Council Member Thomas Gill
 - a. Cemetery Commission is discussing cleaning of headstones and the possibility of making a booklet on how to clean a headstone without causing damage
4. Council Member Craig Cyr
 - a. Attended screening of Evergreen the documentary
 - b. Attended joint board on Tourism at the request of the mayor and he sees why there need to be decisions on how to proceed
5. Council Member Gail Fleming
 - a. Has been taking the DSR course
 - b. Went to PAB meeting and found it interesting
 - c. Went to the Critical Area Ordinance Update
 - d. Met today with people from the Sno-Isle remodel project; and looked at the basement and saw what is being stored

Requested by Council Staff Report

Randi Perry Director of Public Works shared about the storm and how the Public Works crew did

1. One crew member stayed at the treatment plant
2. First time in 20 years unable to get into Langley from one direction
3. The city generator had some issues that will not be an ongoing problem
4. Water quality issue was due to Fire Department using large quantities of water

ADJOURNMENT- 8:06 pm Mayor Scott Chaplin



Gig Harbor proclaims support for legal recognition of the rights of the Southern Resident Orcas; becomes second city in Washington to do so.

FOR IMMEDIATE RELEASE: December 13th, 2022

Contacts: Michelle Bender (mbender@earthlaw.org, 509 218 9338)
Kriss Kevorkian (kriss@legalrightsforthesalishsea.org, 310 508 5544)

Gig Harbor, WA (December 13th, 2022)—Yesterday evening, Gig Harbor’s Mayor Tracie Markley signed a Proclamation describing the City of Gig Harbor’s support for action by local, state, federal and tribal governments that secure and effectuate the inherent rights of the Southern Resident Orcas. This Proclamation comes a week after the [City of Port Townsend](#) became the first city in Washington State to do so.



Twila Slind and Mayor Tracie Markley in front of the Gig Harbor City Council including Jeni Woock on the far right who introduced the proclamation to Mayor Markley.

The Southern Resident Orcas ("the Orcas") are culturally, spiritually, and economically important to the people of Washington State and the world. However, despite federal legal protections for nearly two decades, the population continues to decline and is critically endangered, with only 73 individuals left in the wild.

“Our Lhaq'temish term for killer whales is qwe'lhol'mechen, meaning “our relations under the waves.” They are members of our family, and we have a sacred obligation to help heal and protect them. Recognizing our relations’ inherent rights is critical to this work. We are

guided by ancestors and our culture, and we appreciate these Proclamations that bring us all together in our shared responsibility to our whale relatives and also to our own future generations.” says Squil-le-he-le, Raynell Morris, Lhaq’temish matriarch and Lummi Nation tribal member.

Jeni Woock, Gig Harbor City Councilmember shared, “For all my life, I will always remember Tahlequah carrying her dead calf for 17 days. To me, this was a scream for her grief and human help. We must do everything we can to keep our Southern Resident Orcas safe and healthy and humans can do this. The more positive publicity and the more people and cities get involved, the quicker we can get our Orcas help. I was glad to present the proclamation to Mayor Markley and so glad of her strong support.”

Kriss Kevorkian of Legal Rights for the Salish Sea (LRSS), added, “Six years ago, Gig Harbor community members came together to start a grassroots rights of Nature campaign. We had Jeni Woock’s support then, and once she became a City Councilmember, she continued to champion environmental causes. We are grateful that she brought this proclamation to our mayor, and we appreciate Mayor Markley and the Gig Harbor City Council for taking action to save these unique and critically endangered Orcas.” says Kriss Kevorkian, founder of LRSS.

Twila Slind with LRSS accepted the proclamation and said, “Recognizing the inherent rights of our Southern Resident Orcas is a first step towards reversing their decline.” Legal Rights for the Salish Sea partnered with Earth Law Center (ELC) in 2018, and are leading a campaign to gain support for recognizing the rights of the Orcas at the local and Washington State level.

Legal rights for species and their habitats is not new. Indigenous understandings of our kinship with other beings has existed since time immemorial. Hundreds of Rights of Nature laws exist in approximately 30 countries, with dozens at the local and tribal levels in the United States, including Santa Monica’s [Sustainability Rights Ordinance](#) and the Nez Perce’s [resolution](#) recognizing the rights of the Snake River. Both [San Francisco](#) and [Malibu](#) passed resolutions in 2014 protecting the rights of whales and dolphins in their coastal waters.

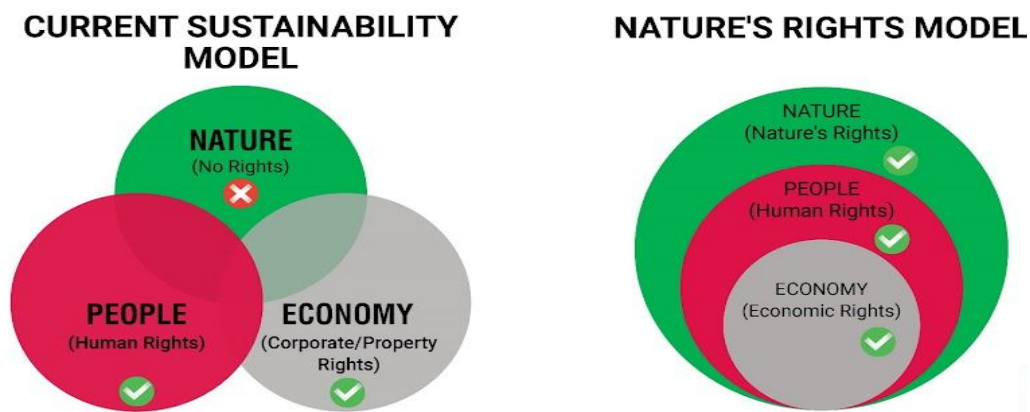


Image explanation: Rather than Nature, the economy and humankind functioning separately, the Rights of Nature framework recognizes that all are dependent and exist within one another. The economy cannot exist

separately from society, and society cannot exist separately from Nature. Image Credit: Carducci M, et. al. (2020) Towards an EU Charter of the Fundamental Rights of Nature. Study, Brussels: European Economic and Social Committee; Nature's Rights Europe.

"While well known environmental laws such as the Endangered Species Act (ESA) have certainly had some beneficial impacts, they have had their limitations. For example, the ESA only kicks in once a species is threatened with extinction rather than seeking to maintain healthy populations before the point of listing... Additionally, in the past few years, NOAA approved a request from the Navy for military exercises that could potentially harm, kill, or "take" 51 Southern Residents per year, and decreased the amount of salmon allocated to the population by one-third." says Michelle Bender, Ocean Campaigns Director at Earth Law Center. "Environmental laws should mean protecting the environment through compromise; compromise for an equitable and healthy future for all of Nature, of which we are a part of. Recognizing inherent rights does not automatically mean no whale watching or fishing, but it does mean a hard look and re-evaluation of human activity and the way we do business. We can either continue business as usual and entire ecosystems will collapse, leaving us without the industries we cherish anyway, or reduce our impact and proactively restore ecosystems now to ensure such industries that contribute to our livelihood still exist 30, 50 and 100 years from now."

"As a Washingtonian, I am so proud to see cities in our state taking action on behalf of our Southern Resident Orcas. This is the first step in changing the trajectory of the decline of this iconic species here in the Salish Sea," says Linda Evans, actress and activist.

"Recognizing the Southern Residents' legal rights means that we must consider their wellbeing and needs in addition to human interests in decision making, and that they will have a voice in a variety of forums, including courts. One way that could be done is through human guardians acting on their behalf and in their best interests," explained Elizabeth Dunne, ELC's Director of Legal Advocacy. "When structures such as the lower Snake River dams interfere with the Southern Residents' ability to obtain prey (salmon) crucial for their survival, then to realize their rights we must find solutions to remedy the problem," said Dunne.

This effort is also supported by an online change.org petition and [declaration of understanding](#), of which over 10 organizations have signed onto.

Earth Law Center created a toolkit to help advocates introduce a resolution to their local communities, share the campaign on social media and other helpful talking points. You can take action and view the toolkit [here](#).

#

Earth Law Center (www.earthlawcenter.org) works to transform the law to recognize and protect nature's inherent rights to exist, thrive and evolve. ELC partners with frontline indigenous people, communities and organizations to challenge the overarching legal and economic systems that reward environmental harm, and advance governance systems that maximize social and ecological well-being.

Legal Rights for the Salish Sea (LRSS- <http://legalrightsforthesalishsea.org/>) is a local community group based in Gig Harbor, WA, founded by Dr. Kriss Kevorkian, educating people to recognize the inherent rights of the Southern Resident Orcas. Under our current legal system humans and corporations have legal standing but animals and ecosystems don't. We believe that animals and ecosystems should also have legal rights, not just protections that can be changed by different administrations.

PROCLAMATION

WHEREAS, the Southern Resident Orcas (“the Orcas”) are culturally, spiritually, and economically important to the people of Washington State and the world. However, despite legal protections for nearly two decades, the population continues to decline and is critically endangered, with only 73 individuals left in the wild.

WHEREAS, the Orcas’ survival is dependent on healthy and functioning ecosystems including the Salish Sea, the Fraser River Watershed, the Columbia River Basin, and the lower Snake River Watershed.

WHEREAS, the rights of marine mammals to exist and flourish have been recognized internationally and locally, including through the Helsinki Declaration (2010), the Marine Life Proclamation of the City of Malibu, California (2014), and the City of San Francisco’s resolution guaranteeing the Free and Safe Passage of Whales and Dolphins in San Francisco’s Coastal Waters (2014).

WHEREAS, in May 2018, the Affiliated Tribes of Northwest Indians of the United States, passed a resolution (Resolution #18-32) recognizing the Orcas (also known as Blackfish) as revered relations for which there is a sacred obligation to ensure they are treated “in a dignified manner that reflects tribal cultural values that have been passed down for countless generations.”

WHEREAS, over 20 countries, dozens of local communities in the United States, and several tribal governments have recognized that Nature has inherent rights, and that human society has the responsibility to protect and steward Nature in a manner consistent with our interconnected relationship.

WHEREAS, Nature and all living beings, including the Southern Resident Orcas and the ecosystems upon which they depend, are recognized as possessing inherent rights, including to exist, flourish, evolve, regenerate, recover, and be restored.

WHEREAS, the rights of the Southern Resident Orcas include, but are not limited to, the right to: life, autonomy, culture, free and safe passage, adequate food supply from naturally occurring sources, and freedom from conditions causing physical, emotional, or mental harm, including a habitat degraded by noise, pollution and contamination.

NOW THEREFORE, I, Scott Chaplin, Mayor of the City of Langley, do hereby proclaim on this ____ day of _____, 2022: The City of Langley supports and urges action by local, state, federal, and tribal governments that secure and effectuate the rights of the Southern Resident Orcas and of the ecosystems upon which they depend.

Scott Chaplin, Mayor

City of Langley
Guidelines for Public Comment

Public comment is an essential part of the City of Langley Council meetings and decision-making process. The following guidelines for public comments are established to assure that members of the public have ample opportunity to inform the Council about their views.

1) These guidelines refer to public comment submitted in written form as well as those voiced at Council meetings and special Council workshops. Public hearings and quasi-judicial hearings are governed by different rules. (See LMC Section 2.06.230, Public Hearings/Meetings.)

2) Public comment provides input to the governing body, which takes the input into consideration in making its decisions. Citizens are welcome at all Council meetings and are encouraged to attend, participate and contribute to the deliberations of the Council. Written comments may be submitted to council@langleywa.org prior to any meeting or addressed to P.O. Box 366, Langley, WA 98260. Any public input directed to other staff or departments regarding action to be taken by Council must be forwarded to council@langleywa.org to ensure that the comments will be taken into consideration in Council deliberations.

3) These public comment requirements are intended to preserve the free speech rights of members of the public.

4) During 'Approval of Agenda', the Mayor and Council members may request that public comment be taken regarding a particular agenda item at the time when the matter is being discussed.

5) After the agenda is approved, a public comment period is opened to give the audience an opportunity to address the Council on items not listed on the agenda. Any member of the public who wishes to address the Council on any item on the current agenda shall make such request to the presiding officer at this time.

6) Any member of the public who wishes to address the Council is asked to state their name, address and the subject of their comments.

7) Public comments are limited to 3 minutes, unless the presiding officer, with the consent of the Council, allows the speaker more time. The public comment period is limited to 30 minutes in total. A majority vote of Council is needed to extend the public comment period.

8) Following such comments, the presiding officer, with the consent of the Council, may place the matter on the current agenda or a future agenda, or refer the matter for further investigation.

9) These guidelines will be posted on the city website under 'City Council.' At the beginning of the public comment period at City Council meetings and on the agenda, it shall be stated,

"This is the time on the agenda where Council welcomes comments on subjects of concern or interest that are not on the agenda or to make known that a member of the public wishes to comment on a particular agenda item at the time the item is being discussed. We welcome your comments which are very important to us. Note that all comments are limited to three minutes and should be directed to the presiding officer. Please state your name, address and the subject of your comment. Please note that we will not be entering into dialogue at this time. The purpose of this agenda item is for you, the public, to inform us, the Council, about your views. If you have factual questions, staff will be happy to address them, either now or at a later date."



CITY OF LANGLEY DRAFT COUNCIL AGENDA

Monday MONTH DATE, YEAR @ 5:30 P.M.

CALL TO ORDER – 5 minutes

- 1. Opening Words**
- 2. Roll Call**

CONSENT AGENDA (The CONSENT AGENDA consists of routine items that normally do not require further Council discussion.) – 2 minutes

APPROVAL OF AGENDA – 3 minutes

APPROVAL OF MINUTES – 3 minutes

PUBLIC COMMENT PERIOD* – 30 minutes

PRESENTATION/GUEST SPEAKER/COMMISSION REPORTS – 10 minutes

MAYOR’S REPORT – 10 minutes

ORDINANCES/RESOLUTIONS

PUBLIC HEARING

NEW BUSINESS

UNFINISHED BUSINESS

DISCUSSION

STAFF REPORTS

COUNCIL REPORTS– 15 minutes

EXECUTIVE SESSSION

ADJOURN

***Public Comment:** This is the time on the agenda where Council welcomes comments on subjects of concern or interest that are not on the agenda or to make known that a member of the public wishes to comment on a particular agenda item at the time the item is being discussed. We welcome your comments which are very important to us. Note that all comments are limited to three minutes and should be directed to the presiding officer. Please state your name, address and the subject of your comment. Please

note that we will not be entering into dialogue at this time. The purpose of this agenda item is for you, the public, to inform us, the Council, about your views. If you have factual questions, staff will be happy to address them, either now or at a later date.

Thank you for participating! If reasonable accommodation of a disability is needed, please contact Darlene Baldwin at (360) 221-4246 ext. 17 at least 48 hours prior to this meeting.

112 Second Street
P.O. Box 366
Langley, WA 98260
(360) 221-4246
Fax (360) 221-4265



Scott Chaplin, Mayor
mayor@langleywa.org

City of Langley

MEMO

To: Langley City Council
From: Scott Chaplin, Mayor
Date: December 15, 2022
Topic: **Police Guild Contract for 2023-2025**

Please find attached an updated version of the contract that was put before you on December 5th. The only real difference, besides the correction of some typos, was the addition of Juneteenth as a paid holiday and changing the words “the day after Thanksgiving” to “Native American Heritage Day.”

On December 5th Council had asked that Juneteenth be added, there be a requirement in writing that all officers be trained in the City’s use of force policy, and that we add JEDI language. While the Guild was not opposed to considering such changes (beyond the addition of Juneteenth), they thought such matters were better put into the police department’s policy manual, which officers are required to follow as laid out in the contract section 13.5 – which provides the City a great deal of leeway in terms of requiring training. I asked around our community’s JEDI experts and Diane Sandoval recommended I consult with Crystal Ogle, who provided a wealth of suggestions but agreed with the guild that perhaps these changes were best placed in the policy manual. Although it might be possible to negotiate some changes to the contract to include such items, staff and I do not have the time or bandwidth to do the task justice and I am recommending we sign the contract with just the above-mentioned changes and convene a public discussion on the policy manual sometime in 2023 to make sure that all of our policy concerns are addressed. The policy discussion could include input from expert consultants such as Ms. Ogle as well as DSR and others.

For tonight, I am recommending that Council pass a the attached resolution allowing me to sign the attached Police Guild contract for 2023-2025.

**CITY OF LANGLEY, WASHINGTON
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY OF LANGLEY,
WASHINGTON, AUTHORIZING A 2023-2025 POLICE GUILD CONTRACT**

WHEREAS, it is the desire of the City of Langley to have a fully staffed, highly competent and competitively paid Police Department; and

WHEREAS, the city Council is proud of the fine work of Officers Charles Liggitt and Nickolas Hathaway; and

WHEREAS, THE City Council would like to retain these officers and attract a 3rd to join the force;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Langley, that the City does hereby authorize the Mayor to sign a contract and wage proposal, a copy of which is attached hereto and by reference made a part hereof, with the Charles Liggitt, President of the Langley Police Services Guild, which is represented by the Fraternal Order of Police Lodge 18.

PASSED AND ADOPTED by the City Council of the City of Langley, State of Washington on this 19th day of December 2022.

Scott Chaplin, Mayor

ATTEST:

Darlene Baldwin, Clerk/Treasurer

Guild Final January 2023

AGREEMENT

BY AND BETWEEN

CITY OF LANGLEY

AND

FRATERNAL ORDER OF POLICE LODGE 18

Representing

LANGLEY POLICE SERVICES GUILD

January 1st, 2023 to December 31st, 2025

AGREEMENT BETWEEN THE LANGLEY POLICE SERVICES GUILD AND
THE CITY OF LANGLEY, WASHINGTON

TABLE OF CONTENTS

Article 1 - Recognition	2
Article 2 - Guild Security	2
Article 3 - Guild Rights and Responsibilities	3
Article 4 - Hours of Work	3
Article 5 - Seniority	4
Article 6 - Grievance.....	4
Article 7 - Holidays	5
Article 8 - Vacation	6
Article 9 - Sick Leave	7
Article 10 - Bereavement	7
Article 11 - Records.....	7
Article 12 - Health and Welfare Coverage	7
Article 13 - Management Rights	8
Article 14 - Civil Service Statutes	8
Article 15-Continuous Operation	9
Article 16- Wages.....	9
Article 17 - Fringe Benefits	9
Article 18 - Work Stoppages.....	10
Article 19 - Smoking Policy	10
Article 20 - Physical Fitness.....	10
Article 21 - Employee Rights/Disciplinary Investigation.....	11
Article 22 - Entire Agreement	12
Article 23 - Severability	12
Article 24 - Agreement Duration	13
Attachment A - Council Resolution #_____	

**AGREEMENT BETWEEN THE LANGLEY POLICE SERVICES GUILD AND
THE CITY OF LANGLEY, WASHINGTON**

Article 1 - Recognition

1.1 **Parties to Agreement.** The City of Langley (hereinafter referred to as the "City" or "Employer") agrees to recognize the Langley Police Services Guild (hereinafter referred to as the "Guild") as the sole collective bargaining agency for all full time Commissioned Police Department Employees, excluding the Chief of Police.

Article 2 - Guild Security (UNION MEMBERSHIP AND DUES DEDUCTION)

2.1 The City agrees to deduct from the paycheck for each employee, who has so authorized it in writing, the initiation fee and regular monthly dues uniformly required of members of the Union. The amount deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto.

2.2 Any employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the City and Union. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the City's receipt of the employee's written notice.

2.3 The Union agrees to defend and indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City and/or Union to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action, provided that the Union shall have no obligation to defend and indemnify if the result of the liability is a result of the City's own negligence. The City will promptly notify the Union in writing of any claim, demand, suit, or other form of liability asserted against the City and/or Union relating to its implementation of this Article.

2.4 New Employees. The Employer will notify the Union of all new hires in the bargaining unit within ten (10) working days of hire.

Article 3 - Guild Rights and Responsibilities

3.1 **Bargaining.** Guild members will be allowed to meet with a representative of the Employer to conduct collective bargaining negotiations during regular working hours with pay at their straight time rate, provided that the Employer is able to properly staff the employee's job duties during that time without any additional expense to the Employer and provided that the Guild is limited to one paid Guild member at their straight time rate.

3.2 **Release Time.** A Guild official who is an employee in the bargaining unit shall be granted reasonable time off with pay while conducting grievance resolution (pursuant to Article 6) on behalf of the employees in the bargaining unit; provided that the Employer is able to properly staff the employee's job duties during the time off without any additional expense to the Employer.

3.3 **Guild Investigation and Visitation Privileges** -The labor representative of the Guild, with reasonable advance notification to the Police Chief or his/her designee, may visit the work location of employees covered by the Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to such investigation and shall not disrupt normal operation of the Employer or interfere with the normal work responsibilities of employees who are on duty.

3.4 Guild Promotion - City work hours shall not be used by employees or Guild representative for promotion of Guild affairs other than stated above.

3.5 Bulletin Boards- The Employer shall provide a bulletin board for the exclusive use of the Guild. The bulletin board will be placed at the police department and will be maintained by the Guild.

3.6 Guild Dues - Guild dues for each Employee in the bargaining unit shall be paid by payroll deduction provided the Employee has a valid dues deduction authorization on file. Dues will be collected on a semi-monthly basis.

Article 4 -Hours of Work

4.1 Shift length - The work year is based on 2080 hours. Subject to Article 13, the work day shall be eight (8) or ten (10) hour shifts for Commissioned personnel, as determined by the sole discretion of the Chief of Police.

4.2 Work Period-The parties recognize a seven (7) day work period. Overtime at the rate of one and one-half times the regular rate shall be paid for time worked in excess of 40 hours in any seven-day work period.

4.3 Call back -Any Employee called to work after completing their regularly assigned shift, or attending court as assigned on their off-duty time, shall be paid a minimum of two hours at one and one-half times their regular rate.

4.4 Comp Time - Employees may elect to receive compensatory time in lieu of overtime pay to be taken at the convenience of the Employer and the Employee. Comp time shall be used at the rate of one and one half times the actual time worked. Comp time may accumulate up to a maximum of eighty (80) hours and must be cashed out at the end of each year, no later than the last paycheck of December. Any accumulated comp time that remains unused at termination of employment shall be cashed out.

Article 5 - Seniority

5.1 Seniority- For the purposes of this agreement, seniority, unless otherwise noted is defined as continuous time with the Langley police department measured from the date of hire. If two employees share the same date of hire, the most senior will be the one placing highest on the civil service exam at the time of hiring.

5.2 Reduction in force - The Employer agrees when it becomes necessary to implement a reduction in force, consideration will be given to individual performance and the qualifications required for remaining jobs. When documented performance and qualifications are equal, as determined by the City, then seniority will prevail. Employees who are laid off may be eligible to be re-employed, if a vacancy occurs in a position for which they are qualified.

5.3 Continuous Employment- For the purpose of this Agreement, "continuous employment" is defined as employment uninterrupted by voluntary severance of employment by the Employee, or by absence due to discharge unless rehiring is accomplished within thirty days.

5.4 Veteran rights - All seniority rights that may be acquired by the operation of this Article shall be subject to the right of veterans to be rehired, and to all existing laws and ordinances.

5.5 Illness or accident - In the case of illness or off-the-job accidents, it is agreed that the Employee's position and seniority shall be maintained to but not exceeding one year.

5.6 Vacancy posting-All job vacancies shall be posted for five (5) business days on a bulletin board available to all Employees.

5.7 Probationary Period-All newly hired employees shall serve a twelve (12) month probationary period as outlined in the Civil Service Rules. Probationary discharges shall not be subject to the grievance procedure.

Article 6 - Grievance

6.1 Disputes arising under Agreement -Any disputes arising under this Agreement shall be settled as stated in this Article provided that no employee shall avail himself or herself of this Article if they appeal a dispute to the Civil Service Commission. Any bargaining unit member who is the subject of disciplinary action, including oral or written reprimand and who feels such action is improper, may complain to the Guild and may elect to pursue a grievance regarding disciplinary action through the grievance procedure of this Article, or through the Civil Service Commission, but not through both.

6.2 Procedure - A grievance filed against the City shall be processed in the following manner:

Step 1. Any employee and/or guild representative who has a grievance shall present the grievance to the Chief of Police in writing. All grievances must be presented no later than twenty (20) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. Reasonable efforts will be made to resolve the grievance within ten (10) business days of being filed. If the parties are unable to do so, the grievance shall progress to step 2 of this article.

Step 2. If a resolution cannot be reached in Step 1 above, then it shall be submitted in writing to the Mayor or their designee. The grievance shall contain a substantially complete statement of facts, the contractual provisions allegedly violated, and the relief requested. This written grievance shall be presented to the Mayor or their designee no more than ten business days after the initial time period outlined in step one of the grievance procedure. The Mayor or designee shall investigate the grievance and in the course of such investigation shall offer to discuss the grievance within ten business days with the grievant and Guild, if requested by the employee at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Mayor or designee shall provide a written response to the employee and Guild within ten business days following their meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.

Step 3. If the grievance is not settled at Step 2 and the Guild desires to appeal, it shall be submitted by the Guild to either the American Arbitration Association (AAA) or PERC for a final binding arbitration. An extension of the time periods in the grievance process may be made with the mutual agreement of both parties. The cost of arbitration shall be split equally between the parties.

6.3 Time Limits - If a grievance is not presented by the employee or the Guild within the time limits set forth above, it shall be considered "waived" and may not further pursued by the employee or the Guild. If a grievance is not appealed by the Guild to the next step within the time limit or any agreed extension thereof, it shall be considered waived or resolved on the basis of the city's last written response. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Guild may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Article 7 - Holidays

7.1 Paid Holidays - The following days shall be recognized and observed as paid holidays:

New Year's Day	(First Day of January)
Marin Luther King Day	(Third Monday in January)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday of May)
Juneteenth	(June 19 th)

Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Native American	(Friday immediately following Thanksgiving)
Heritage Day	
Christmas Eve	(December 24 th)
Christmas Day	(December 25 th)

If a holiday occurs while an employee is on vacation or sick leave, the holiday shall not be charged to such vacation or sick leave.

7.2 Personal Days - In addition to the above schedule of holidays, each employee is entitled to one personal holiday. An Employee may take the personal days at such time as is mutually agreeable between the employee and the police chief. In the event of an employee's termination or separation, any personal day used but not yet accrued shall be deducted from the employee's final paycheck.

7.3 Holiday payment - If an employee covered by this agreement works on any of the above named holidays, they shall be paid at their regular rate of pay plus two additional vacation days (16 hours). If any of the above named holidays falls on the employee's scheduled day off the employee shall receive payment of eight hours at the straight time rate for that holiday.

7.4 Management Decision-The Police Chief maintains the right to determine the number of personnel to work on holidays.

Article 8 - Vacation

8.1 Vacation earned- Vacation leave with full pay shall accrue bimonthly to the Employee as follows:

0 through 1 Year	6.67 hrs
2 through 4 Years	10 hrs
5 through 14 Years	13.33 hrs
15 + Years	16.67 hrs

Vacation leave will accrue during the trial period for new employees but cannot be used or paid until the employee has satisfactorily completed their probationary period. Special circumstances may be considered by the Chief to allow vacation leave.

8.2 Vacation Accruals -The maximum number of vacation hours which may be carried over from one calendar year to the next is the amount of hours above 80 hours that the employee is qualified for, up to a maximum of sixteen (16) weeks. (640 hours) In cases where department operations have made it impractical for an employee to use vacation time, the police chief with the approval of the Mayor may authorize additional carryover. Employees will be paid for unused vacation time upon termination of employment at their current rate of pay.

8.3 Scheduling- The Employer shall not unreasonably deny leave requests, consistent with the needs of the department. Employee shall submit vacation requests as far in advance as possible.

8.4 Basis - Vacation leave is to be deducted on an hour-for-hour basis.

8.5 Payment at separation - Upon separation from the department commissioned employees shall be paid for the balance of their accrued vacation

Article 9 - Sick Leave

9.1 Pay period accrual-Cumulative sick leave with full pay shall accrue to each Employee at the rate of four hours of leave for each bimonthly pay period of continuous service to a maximum of (1,000) one thousand hours.

9.2 Use of un-accrued leave - Sick leave cannot be taken before it is actually accrued with the exception of donated leave from the City's shared leave policy.

9.3 Paid Family and Medical Insurance Benefits:

Beginning January 1, 2019, with benefits effective January 1, 2020 and onward, eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits are established by state law and therefore independent of this Agreement. Benefits for this program are funded by both Employer and employee payroll deductions, with payroll deductions for eligible employees based on the default maximum percentages listed in RCW SOA.04.115.

9.3 Notification - Notification of absence due to sickness shall be given to the City as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief of Police, but no later than two hours before the start of the employee's work shift unless it is shown that such notification was unreasonable or not possible).

Article 10 - Bereavement

10.1 Family Death- In the event of the death of an employee's immediate family member, time off with pay for employee's regular scheduled workday will be granted to regular full-time employees. The phrase "immediate family" for the purposes of the bereavement policy includes the employee's spouse or domestic partner, brother, sister, father, mother, stepfather, stepmother, grandparent, child, stepchild, grandchild, father-in-law, mother-in-law, grandparent-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. Three consecutive workdays off with pay will be approved to attend the funeral or memorial service (maximum 24 hours). Two additional consecutive workdays off with pay will be approved for travel from the employee's home to the funeral or memorial service if travel exceeds 200 miles each way (maximum 16 hours).

Article 11 - Records

11.1 Employer Records -The Employer shall keep records of attendance and absence so as to provide all necessary information regarding annual leave and sick leave.

11.2 Personnel Files - Personnel files shall be stored in a locked cabinet. An employee may request a copy of their personnel file. This copy must be provided within five business days of the request. Written reprimands will be removed from the employee's personnel file after three years from the date said action was finalized provided that no further reprimands of a like nature have been issued within the three year period. This limitation shall not apply to suspensions or demotions. Reprimands or discipline resulting from serious infractions against members of the public or City employee's, such as discrimination, sexual harassment or moral turpitude will be removed from personnel files after five years as long as no similar incidents have occurred.

Article 12 -Health and Welfare Coverage

12.1 Insurance Benefits - Insurance benefits will continue to be purchased by the city for its employees.

12.2 Employee Contribution- Each guild member shall pay five percent (5%) of the insurance premium amount to be deducted from wages. Each member's premium contributions will be split between the two pay periods each month.

Article 13 - Management Rights

13.1 Employer Recognition-The Guild recognized the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority subject to the provisions of this Agreement.

13.2 Overtime Scheduling-The Employer has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety.

13.3 Job Descriptions - The parties understand and agree that the statements in Employee's job descriptions are not an all-inclusive list of their work requirements. Individuals shall perform other duties as assigned including work in functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload. Those additional duties must be within the scope of the position for which the employee was hired.

13.4 Lay-offs - Except as otherwise provided herein, the Employer shall have final decision making authority as to lay-offs, subject to City Personnel Policies. The Guild shall have the right to discuss with the Employer the reason for any lay-offs involving bargaining unit positions.

13.5 Police Department Management-Any and all rights concerned with management and operation of the Police Department are exclusively that of the City unless otherwise specially provided by the terms of this Agreement. By way of example only, the City has the right to discipline, suspend or discharge employees for just cause; to assign work and determine job content of employees; to determine the number of personnel to be assigned duty at any time; to determine, introduce new, or revise the methods processes and means of providing departmental services; to determine hours of work; to determine the work and shift schedule (in a manner not inconsistent with this Agreement); to establish performance standards and evaluations; to build, move or modify its facilities; to take any action on any matter in the event of an emergency; and to perform all of the functions not otherwise expressly limited by the Agreement or applicable law. Nothing in this Article shall be interpreted to modify other explicit provisions of this Agreement, nor waive the Guild's right to bargain the "effects: of performance standards and evaluations.

13.6 Personnel Policies -The City's Personnel Policy and Procedures manual shall be applicable to members of the Guild. In the event of any inconsistency between this Agreement and the manual, this Agreement shall prevail unless agreed upon by both parties.

13.7 Discipline or Discharge -The Employer shall have the right to discipline or discharge employees for just cause.

Article 14 - Civil Service Statutes

14.1 Matters not addressed - To the extent that matters are not covered by the express terms of this agreement, the Employer may proceed in accordance with current labor law and/or applicable Civil Service statutes, rules and regulations. All police personnel covered under this Agreement shall be subject to said statutes, rules and regulations.

Article 15 - Continuous Operation

15.1 Continuous Operation - The Guild recognizes that the Employer is engaged in a vital public service which protects the health, safety, and welfare of its citizens and requires continuous operation and hence, recognizes its obligation together with the Employer to provide this service at all times.

15.2 Standby Time - Employees scheduled to be on standby for a 24 hour period shall receive 4 hours pay at the overtime rate of 1.5 times the employee's regular rate of pay.

Article 16- Wages

16.1 Pay Periods - Pay periods are semi-monthly. Paychecks are issued No later than the 5th and 20th day of each month, unless such date falls on a holiday or weekend, in which case the pay day will be the prior business day.

16.2 Pay Rates - Rates of pay are set as stated in the appendix hereto. Overtime will be paid at one and one half the regular hourly rate when an officer works over (40) hours in a one-week period as defined in Section 4.2.

16.3 Lateral hires - Lateral hires may be placed at any point in the salary schedule at the discretion of the City.

Article 17 - Fringe Benefits

17.1 Specialty Pay - Premium pay of \$150 per month shall be given to employees assigned as Patrol Field Training Officer; however, a Field Training Officer must serve as a FTO for at least ten days in a calendar month in order to qualify for premium pay for that month. Education incentive pay may be provided to sworn police personnel holding either an Associates, Bachelor's or Master's Degree from an accredited college or university. Those holding an Associate's degree will receive \$25 per month; those holding a Bachelor's degree will receive \$50 per month; and those holding a Master's degree will receive \$50 per month. Employees may only collect the incentive pay for their most advanced degree, not for combinations of degrees

17.2 Clothing and Equipment-The Employer agrees to furnish and replace as necessary all required uniforms and protective clothing for all members covered by the bargaining agreement. In addition, the Employer agrees to cover cleaning of all non-machine washable uniforms or uniforms exposed to bio-hazards.

17.3 Loss and Destruction - Employees shall be held accountable for all protective clothing or protective devices assigned to the employee by the Employer. Items of clothing or protective devices lost or destroyed shall be replaced by the Employer where said loss or destruction was incurred as a direct result of an occurrence not due to employee's intentional act or negligence. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of the employee's negligence shall be replaced by the employee.

17.4 Safety Gear - Safety gear as required by law shall be provided by Employer.

17.4.1 Protective Ballistic Vest - The City currently provides a protective ballistic vest to each officer as part of the uniform and equipment issue. It has been the City's practice to provide a vest rated at Threat Level IIIA per 2006 NIJ standards from a City selected vendor. It has also been the City's practice to repair and/or replace the vest and associated components if they become worn or damaged.

The City recognizes that the vests are items of personal wear and that it may benefit an officer to wear a vest other than the one that would be provided by the City. The City shall allow the purchase of a vest other than the standard issued vest by an officer. That vest must provide a minimum of Threat Level III protection. Any cost over the amount the city pays for the City provided vest will be borne by the officer. That cost shall be the price, with tax and shipping, that the City incurs when purchasing the City issued vest.

The City will select the brand, model, and vendor for the City issued vest. This package price will establish the City's base line costs for the following twelve months. This total will establish the City's contribution if an officer chooses to obtain a vest other than that provided by the City.

17.5 Footwear Allowance - Uniformed police personnel shall receive a footwear allowance of \$200.00 per year plus tax and shipping charges.

17.6 Job Related Schooling- Reasonable effort shall be made to accommodate the work schedule of interested employees to allow them to attend college level law enforcement or job-related courses. The Chief of Police shall have full discretion to make such accommodations.

Article 18- Work Stoppages

18.1 Uninterrupted Performance - The Employer and the Guild agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best effort to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild, for the duration of this Agreement, shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with City functions by Employees under this Agreement and should same occur, the Guild agrees to take appropriate steps to end such interference. Any concerted action by an employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Article 19 - Smoking Policy

19.1 Smoking on City property - The City and the Guild recognize the harmful effects of smoking. The Guild will not object nor take action to prevent the City from designating any City buildings and vehicles as no-smoking and vaping areas or prohibit smoking while in uniform.

Article 20 - Physical Fitness

20.1 Fitness Requirements- It is the intent of the parties to the Agreement to develop and agree upon mutually satisfactory physical fitness requirements as a condition of employment with the City. At either party's request, the other agrees to negotiate the details of such a program, and both parties agree to use good faith efforts to reach an agreement.

Article 21-Employee Rights/Disciplinary Investigation

21.1 Due Process - The employer reserves the right to suspend, discharge or take any disciplinary action against an employee covered by this Agreement for just cause and shall provide due process. The employee will not be suspended without pay unless it is pursuant to a final act of discipline initiated by the department. Placing an employee on administrative leave with pay is not an act of discipline.

21.2 Disciplinary Investigations - In criminal matters, an employee shall be afforded those constitutional rights available to any citizen. In administrative matters relating to job performance the following guidelines shall be followed:

21.2.1 Interrogation. Interrogation as used herein shall mean questioning by an agent of the department who is conducting an investigation of the employee being interrogated, when the agent knows, or reasonably should know, the questioning could reasonably result in the employee being disciplined, suspended, demoted or terminated and as opposed to a routine inquiry. Prior to interrogation, an employee will be advised of their right to Guild representation and may have the representative present during interrogation.

21.2.2 Before Interrogation. An employee shall be advised in writing of the particular nature of the investigation and as to whether he/she is a witness or the subject of the investigation. This information shall be provided not less than 48 hours prior to the interrogation (excluding weekends and holidays) of the employee and will include the names and addresses or other information that shall reasonably inform them of the allegations against the said member(s) of the bargaining unit.

21.2.3 Time of Interrogation. Any interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.

21.2.4 Place of Interrogation. Any interrogation shall take place at the department office except when impractical or otherwise agreed upon.

21.2.5 Length of Interrogation. The questioning shall not be overly long and employee shall be entitled to such intermissions as are reasonably necessary.

21.2.6 Offensive or abusive language. The employee shall not be subjected to any offensive language or abusive questioning.

21.2.7 Lie Detector Test. The employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment.

21.2.8 Tape Recording. The department shall tape record any interrogation. The employee shall receive, upon request, a copy of their own taped statement or may furnish their own tape recorder or other recording device.

21.2.9 Imposition of Discipline. Where reasonably possible, discipline shall be imposed within 60 days of the completed investigation if the employee is found chargeable for violations of department policies.

21.2.10 Waiver of Right. Nothing herein shall be construed as a waiver of any right the Guild has to request information under the laws of the State of Washington.

21.2.11 Good Faith. The parties to this Agreement will work in good faith to resolve issues that arise through implementation of the Article.

21.2.12 Use of Force Situations. Employees involved in the use of force where deadly force or force used resulted in serious bodily injury shall be advised of their rights to and be allowed to consult with a Guild representative or attorney prior to being required to give an oral or written statement about the use of force. In such cases, no statement will be required of the employee for twenty-four (24) hours after the incident. In all other incidents where the use of any force has occurred the employee shall have three (3) hours after being informed of the rights mentioned in this Article to consult with an attorney or Guild representative or both. All oral or written statements or reports provided by Employees shall be used for internal administrative purposes only. Neither the oral or written statements or reports, nor anything derived therefrom may be used in any criminal investigation or criminal prosecution of the Employee making the statement or filing the report.

Article 22 - Entire Agreement.

22.1 Entire Agreement. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express or implied statements, actions, or previously written or oral statement shall add to or supersede any of its provisions.

22.2 Exercise of Rights. Both the City and the Guild acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for the parties after the exercise of that right and opportunity are set forth in this Agreement.

22.3 Waiver. Both the City and the Guild, for the duration of this Agreement, each voluntarily waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter that may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

22.4 Non-waiver. Except as otherwise provided herein, nothing in this Agreement shall be construed as a waiver of the Guild's collective bargaining rights with respect to changes in matters which are mandatory subjects of bargaining under law.

Article 23 - Severability

23.1 Severability. If any item or provision of this Agreement is declared or adjudged by a court or administrative agency of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity will not impair or affect any other term or provision of the Agreement.

Article 24 -Agreement Duration

24.1 Term of Agreement. The Agreement shall be and remain in full force and effect from January 1, 2023 through December 31, 2025. There will be reopeners to negotiate wages and insurance benefits for 2024 and 2025. The parties agree to meet for these reopeners in September of the previous year. All provisions herein are subject to existing laws and ordinances and any provision found to be in conflict shall be void.

SIGNED THIS _____ DAY OF _____, 2022

LANGLEY POLICE SERVICES GUILD

CITY OF LANGLEY, WA

GUILD PRESIDENT, CHARLIE LIGGITT

MAYOR, SCOTT CHAPLIN

APPENDIX

To the AGREEMENT by and between

The City of Langley, Washington

And

The Langley Police Services Guild

(Representing Law Enforcement Officers)

January 1, 2023 through December 31, 2025

This Appendix is a supplemental to the Agreement by and between the City of Langley, Washington, hereinafter referred to as the “City” or “Employer” and the Langley Police Services Guild hereinafter referred to as the “Guild.”

A.1 The starting wage scale shall be used for the purposes of a starting wage rate for new hire or lateral officers based upon their training and experience. The rate may vary within these stages as agreed upon by the Mayor, Chief of Police and officer offered the position.

A.2 WAGES

A.2.1 Effective January 1, 2023, all bargaining unit employees shall receive an increase in compensation in the amount of nine percent (9%). In addition, Merit increases shall be for satisfactory performance reviews. The merit percentage shall be as approved by the City Council.

A.2.2 No later than October 1, 2023, the parties agree to meet to bargain a cost-of-living increase for 2024. This increase shall follow the Seattle, Tacoma, Bellevue cost of living index as agreed upon by the City and Guild. In addition, Merit increases shall be for satisfactory performance reviews. The merit percentage shall be approved by the City Council.

A.2.3 No later than October 1, 2024, the parties agree to meet to bargain a cost-of-living increase for 2025. This increase shall follow the Seattle, Tacoma, Bellevue cost of living index as agreed upon by the City and Guild. In addition, Merit increases shall be for satisfactory performance reviews. The merit percentage shall be approved by the City Council.

A.3 LONGEVITY

A.3.1 Following completion of five (5) years of service with the City, an officer shall receive two percent (2%) of their base wage in addition to their regular rate of pay.

A.3.2 Following completion of ten (10) years of service with the City, an officer shall receive four percent (4%) of their base wage in addition to their regular rate of pay.

A.3.3 Following completion of fifteen (15) years of service with the City, an officer shall receive six percent (6%) of their base wage in addition to their regular rate of pay.

A.3.4 Following completion of twenty (20) years of service with the City, an officer shall receive eight percent (8%) of base wage in addition to their regular rate of pay.

A.3.5 Following completion of twenty-five (25) years of service with the City, an officer shall receive ten percent (10%) of their base wage in addition to their regular rate of pay.

	<u>Starting</u>	<u>Mid</u>	<u>Top</u>
2022 Base Wage Rate (Current)	\$26.52	\$27.26	\$34.50

	<u>Starting</u>	<u>End of Probation</u>	<u>End of Year 2</u>	<u>End of Year 4</u>
2023 Wage Rate with proposed 9% increase and additional step	\$28.90	\$29.71	\$32.68	\$37.60