



CITY COUNCIL AGENDA

November 10, 2025

7:00 p.m.

1. **APPROVAL OF THE AGENDA**
2. **PUBLIC HEARING** – Vacation of a portion of Monroe Street
3. **PUBLIC HEARING** – 2026 Revenues
4. **COMMUNICATION, PROCLAMATION** - None
5. **PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council in relation to items on the agenda to do so, state your name and address before your comment. Comments may also be emailed to knielsen@cityofhoquiam.com by Monday, November 10, 2025, at 10:00 AM. Written comments must include your name and address and will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
6. **CONSENT AGENDA**
 - a. Council Minutes of October 27, 2025
 - b. Claims & Payroll
7. **COUNCIL ACTION/DISCUSSION**
 - a. **COMMITTEE REPORTS**
 1. Planning Commission Recommendation – Zoning Code Change Regarding Marijuana Growing Facilities
 - b. **OFFICERS REPORTS**
 1. Water Meter Bids
 2. Lexipol
 - c. **MAYORS REPORTS**
 - d. **COUNCIL REPORTS**
8. **LEGAL BUSINESS**
 - a. **ORDINANCES**
 1. Street Vacation regarding a portion of Monroe Street
 2. Extending the Moratorium on Transitional Housing
 3. Property Tax Levy for 2026
 - b. **RESOLUTIONS**
 1. Property Tax Refund Levy
 - c. **OTHER LEGAL**
 1. Teamster Collective Bargaining Agreement – Police
 2. Geosyntec Consultants, Inc – West Fork Hoquiam Dam Removal Grant
 3. MOU AFSCME Market Adjustments Nov 2025
9. **OLD BUSINESS**
10. **NEW BUSINESS**
 1. Schedule Public Hearing for ADA Transition plan on December 8, 2025
11. **SECOND PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council may do so, state your name and address before your comment. Comments may also be emailed to knielsen@cityofhoquiam.com by Monday, November 10, 2025, at 10:00 AM. Written comments must include your name and address and will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
12. **EXECUTIVE SESSION** (Per RCW 42.30.110)
 1. Union negotiations
13. **ADJOURN**

Regulatory Meeting at 6pm – In Person Only in Council Chambers

Council Meeting at 7:00 PM – attendance in person or remote live stream – this meeting will be recorded and will be live streaming at <https://us02web.zoom.us/j/88663122532>.



CITY OF HOQUIAM

October 27, 2025

City Council Meeting Minutes

CALL TO ORDER

Mayor Winkelman called the meeting to order at 7:00 p.m. Jack Durney led the flag salute.

ROLL CALL

Those in attendance at the meeting were Mayor Winkelman and Councilmembers Anderson, Brooks, Carlstrom Gillis, Larsen, Pauley, Puvogel, Reid, and Smith. Absent from Council Meeting was Councilmember Hinchin, Nelson, Thornton.

Staff in attendance were Police Chief Joe Strong, Fire Chief Matt Miller, City Attorney Steve Johnson, City Administrator Brian Shay, Finance Director Corri Schmid and Council Secretary Kayla Nielsen.

APPROVAL OF THE AGENDA

Councilmember Brooks moved to accept the Agenda. Supported by Councilmember Pauley. Passed by voice vote.

PUBLIC COMMENT

Jack Durney – Circle Dr.

Spoke on the Musical Park.

Paul McMillian – M St.

Spoke on the Musical Park.

Betsy Seidel – 2nd St.

Spoke on the Musical Park, Revitalization, and Beautification.

Barb Ounstead

Spoke on the Musical Park.

Gwendolyn Gates

Spoke on the Musical Park.

Lynn Ogren

Spoke on the Musical Park.

CONSENT AGENDA

Council Minutes of October 13, 2025

Councilmember Brooks moved to approve Council Minutes of October 13, 2025. His motion was seconded by Councilmember Puvogel and passed by voice vote.

COUNCIL ACTION/DISCUSSION

Committee Reports

No Committee Reports Presents.

Officers Reports



CITY OF HOQUIAM

October 27, 2025

City Council Meeting Minutes

Public Defense Grant	<p>Staff recommend that the Mayor or designee be authorized to sign a grant agreement with the Office of Public Defense. This grant covers court related expenses during 2026 and the first half of 2027 up to \$45,930.</p> <p>Councilmember Puvogel moved to approve this contract and signature. His motion was seconded by Councilmember Pauley. Passed by voice vote.</p>
Olympic Stadium Marketing Proposal	<p>Staff recommend that the Council authorize the agreement with PNW Web Designers. This agreement helps target entertainers, sports organizations, and other potential groups who would consider renting the Olympic Stadium for an event or tournament.</p> <p>Councilmember Brooks moved to approve this contract. His motion was seconded by Councilmember Anderson. Discussion was opened – Funding covered through a Grays Harbor County Lodging Tax Grant. Passed by voice vote.</p>
Musical Playground Equipment Bids	<p>Staff recommend that the Council authorize the purchase from Great Western Recreation for the price of \$29,250.12. Funding comes from a private donation through the Easton Family Giving Fund.</p> <p>Councilmember Puvogel moved to approve this purchase. His motion was seconded by Councilmember Pauley. Discussion was opened. Passed by voice vote.</p>
Community Forest Property Purchase – Sunquist Trust	<p>Staff recommend that the Council authorize the purchase of the property, 85 acres of forestland that extend from Endresen Road to the SR109 Bypass.</p> <p>Councilmember Brooks moved to approve this purchase. His motion was seconded by Councilmember Smith. Discussion was opened. Passed by voice vote.</p>
Mayors Reports Public Safety Meeting	<p>After listening to the discussion Mayor Winkelman asks that the city enforce speed limits with cameras. Ask that the city look into the benefits and possibility of speed cameras.</p>



CITY OF HOQUIAM

October 27, 2025

City Council Meeting Minutes

National Night Out	If anyone is interested in hosting a National Night Out please reach out the myself, Mayor Winkelman, or the Police Chief, Joe Strong.
America 250 Celebration	If you want to be part of the creating event for 2026, please contact Councilmember Rob Gillis.
MyTOWN Coalition	Thank you, MyTOWN Coalition, for the window clings here at the City and around town. We also have pens and post its available.
Graffiti	Mayor Winkelman has been in contact with a non-profit that wants to help tackle the graffiti abatement.
Train Caboose	Looking to form a volunteer group or a private entity to take on the project of taking care of the Train Caboose.
Musical Instruments	We would like to move quickly with the installation. We will be evaluating the parks next year in 2026, in our Comprehensive Plan.
Council Reports	
Councilmember Brooks	Would like to step down from the doesn't want to be the representative for 911 or be the Council President.
Councilmember Gillis	Spoke on the America 250 Celebration.
Councilmember Pauley	Spoke on a house in the 3000 block of Simpson. Also, spoke on the Caboose and train set in the display room.
LEGAL BUSINESS	
Ordinances	No Ordinances Presented.
Resolutions	No Resolutions Presented.
Other Legal	
Grays Harbor County Interlocal Agreement – Re-Entry Initiative for Hoquiam Jail	This agreement was approved by Councilmember Puvogel, and his motion was seconded by Councilmember Pauley. Discussion was opened – Grant pays 100%. Passed by voice vote.



CITY OF HOQUIAM

October 27, 2025

City Council Meeting Minutes

Gordon Thomas Honeywell
Contract - State

Councilmember Brooks moved to approve this contract. Councilmember Smith seconded. Councilmember Puvogel abstains from the vote. Discussion was opened. Passed by voice vote.

Gordon Thomas Honeywell
Contract - Federal

Councilmember Puvogel moved to approve this contract. Councilmember Pauley seconded. Discussion was opened. Passed by voice vote.

OLD BUSINESS

Navigator

Councilmember Gillis asked for an update on the Navigator position. Mr. Shay spoke on the topic. He states that Aberdeen is willing to continue paying 50% through March 2026.

1948 Riverside – “Farmers
Market”

Councilmember Puvogel asked for an update on this lease. Mr. Shay spoke on the terms of the lease.

NEW BUSINESS

Park designation

Councilmember Smith asks how we can make sure to not forget to talk about the “Musical Park” when the comprehensive plan is discussed.

Councilmember Absences

Councilmember Puvogel moved to excuse the absence of Councilmember Hinchey, Nelson, and Thornton. Councilmember Reid seconded and passed by voice vote.

SECOND PUBLIC COMMENT

Paul McMillian – M Street

Spoke on daylight savings time. Mr. McMillian reminded the Mayor of the Christmas plaque that will be presented to the winner of the best lights in the city. City Departments – Decorate your Christmas tree competition.

Chris Gunderson - Cleveland

Spoke on the Hoquiam Business Association health plan. If you are interested, please contact Chris at cgunderson@gmail.com

EXECUTIVE SESSION



CITY OF HOQUIAM

October 27, 2025

City Council Meeting Minutes

Teamsters Negotiations

ADJOURN

Council meeting adjourned by Councilmember Puvogel at 8:01 p.m. Supported by Councilmember Pauley and passed by voice vote. Will reconvene at 8:15 p.m.

Council came back to order in Regular session at 8:15 p.m.

Councilmember Puvogel moved to adjourn the meeting at 8:15 p.m. and his motion was seconded by Councilmember Pauley and passed by voice vote.

BEN WINKELMAN – Mayor

KAYLA NIELSEN – City Council Secretary

REPORT OF COMMITTEE

Date: November 10, 2025

To the Honorable Mayor and City Council of the City of Hoquiam

We hereby recommend approval of the following:

Claims Check Numbers	<u>106208</u>	through	<u>106544</u>	<u>\$2,917,355.33</u>
Claims Auto Pays & EFTs	<u>804</u>	through	<u>815</u>	<u>\$64,068.24</u>
Payroll Check Numbers - September and October	<u>31284</u>	through	<u>31333</u>	<u>\$461,600.29</u>
Payroll Payments via ACH - September and October				<u>\$1,173,672.82</u>
Payroll Payments via EFT - for Taxes, Deferred Comp & Pension - September and October				<u>\$593,542.52</u>

Payroll and benefits for the hours worked in November be approved and issued at the proper time.



Planning Commission Report

DATE: 10-29-25
To: Mayor Ben Winkelman and City Council members
Re: Text Amendment – 2600 Bay Avenue

We your Planning Commission, recommend:

The Planning Commission recommends amendment to Title 10.05.077 of the Hoquiam City Zoning Code. The amendment will reduce the separation distance requirement to five hundred feet from one thousand feet. This would allow for property located at 2600 Bay Avenue productive reuse of their 50,000 square foot warehouse as a marijuana cultivation facility. The site is referenced by Grays Harbor County Assessor's Parcel Number 055205800700. This is a non project action.

Committee Members

Jennifer Winkelman, Chair

Nancy Taylor

Denise Burke

Tracy Jones

Maxwell Davis

Chris Frye

Jack Brodhead



**Office of the City Administrator
CITY OF HOQUIAM**

609 – 8th Street, Hoquiam, WA 98550
(360) 538-3983 – FAX (360) 538-0938
Email: bshay@cityofhoquiam.com

Report From Officer

DATE: November 6, 2025
TO: Mayor Ben Winkelman and Council Members
FROM: Brian Shay, City Administrator
SUBJECT: Water Meter Bids

The City made a formal call for bids to purchase 1,000 residential water meters to continue our conversion into Advanced Metering Infrastructure technology. The upgrade will improve data accuracy enable real-time monitoring and enhance leak detection across the water system. The City allocated \$300,000 for this purchase in the current 2005-2026 budget. The bids came in slightly higher than expected but there are ample funds within the water/watershed capital budget to absorb the additional expense.

Three bids including taxes and shipping to Hoquiam were received as follows:

HD Fowler	\$334,323
Master meter	\$155,716.37
General Pacific	\$389,905.56

The low bidder Master Meter did not meet the bid specifications for the following reasons and should be deemed unresponsive/ineligible:

- 1) Master meter AMI meters are not compatible with the Ready manager program we use for our already installed AMI meters.
- 2) Master meter is not compatible with our current AMR drive by system.
- 3) Master meter does not provide AMI purveyor side continuous leak detection.
- 4) Master meter did not provide the requested failure rate for proposed meters, expressed as a percentage or failures per 1,000 units, based on field data.
- 5) Master meter provided the incorrect bid bond amount.

Recommendation:

Staff recommend that the Council deem HD Fowler the lowest responsible bidder and that staff is authorized to purchase the meters through HD Fowler.



City of Hoquiam – Finance Department

609 – 8th Street, Hoquiam, WA 98550
(360) 538-3969 – FAX (360) 538-0938
Email: cschmid@cityofhoquiam.com

Report From Officer

DATE: November 5, 2025
TO: Mayor Ben Winkelman and Council Members
FROM: Corri Schmid, Finance Director
SUBJECT: Policy Manuals

City staff would like to contract with Lexipol. This would ensure the city has constitutionally sound and up-to-date policies. During our annual WCIA insurance audit, it was recommended the City have a comprehensive policy program for all departments, at which WCIA will help fund.

Lexipol's comprehensive policy manual covers key aspects of general operations, facilities, and equipment, records, and personnel policy needs.

- Policies are researched and written by public safety attorneys and subject matter experts
- Policies based on federal laws and regulations as well as nationwide best practices
- Ability to customize content to reflect your organization's unique terminology and structure

Implementing the policy programs for the entire city will include a one-time implementation cost of \$53,622.25 and an annual cost of \$29,559.60. For further details please see the attached agreements.

Recommendation:

Staff recommend Council authorizes staff sign the agreements with Lexipol for the City, Fire Department and Police Department.



MASTER SERVICE AGREEMENT

Initial Term Start Date: 12/01/2025

Initial Term End Date: 12/31/2026

Account Executive Information

Karen James
Senior Account Executive
kjames@lexipol.com
(415) 962-8315

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Jeff Salstrom
Police Lieutenant
jsalstrom@cityofhoquiam.com
(360) 532-0892

Hoquiam Police Department
215 10th St
Hoquiam, Washington 98550

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this Cover Sheet
(b) Exhibit A - Selected Services and Associated Fees
(c) Exhibit B - Description of Services
(d) Exhibit C - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Hoquiam Police Department

Lexipol, LLC

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 Annual Subscription - Policy (2026-01-01 to 2026-12-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
20	Annual Law Enforcement Policy Manual & Daily Training Bulletins	\$12,597.00	10%	\$1,259.70	\$0.00	\$11,337.30
20	Annual Law Enforcement Supplemental Manual(s)	\$1,520.00	10%	\$152.00	\$0.00	\$1,368.00
20	Law Enforcement Accreditation Workbench Essential	\$550.00	10%	\$55.00	\$0.00	\$495.00
Discount:				\$1,466.70	Subtotal:	\$13,200.30

002 One-Time Full Implementation (2026-01-01 to 2026-12-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	Law Enforcement Full Implementation	\$19,610.00	15%	\$2,941.50	\$0.00	\$16,668.50
1	Law Enforcement Agency-Specific Content Extraction	\$3,700.00	15%	\$555.00	\$0.00	\$3,145.00
Discount:				\$3,496.50	Subtotal:	\$19,813.50

003 SSO - Valid for all Departments (City/LE/Fire) (2026-01-01 to 2026-12-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	Single Sign On (SSO)	\$1,040.00	10%	\$104.00	\$0.00	\$936.00
Discount:				\$104.00	Subtotal:	\$936.00

Notes

LE Policy pricing based on 20 sworn;
 Policy Implementation based on 300 current policy pages

Discount Notes

SPECIAL OFFER IN THIS AGREEMENT valid with signed Agreement received on or before 11/21/2025.

SPECIAL OFFER POLICIES (Multi-Department)

- Start Dec 2025. 10% annual subscription discount + "13 for 12" (13 months for price of 12) + 15% implementation discount.
- The remaining 12-month subscription fee + implementation fee payment is due in January 2026.

Discount:	\$5,067.20
Subtotal:	\$33,949.80
Tax:	
Total Due:	\$33,949.80

Exhibit B

Description of Services

If Professional Services solutions are included in your purchase, the following additional terms apply:

Cancellation and Rescheduling of Meetings

Both the Customer and Vendor recognize that the nature of professional services engagements may necessitate changes to scheduled meetings due to unforeseen circumstances. In the event that either party needs to cancel or reschedule a planned meeting, the following terms shall apply:

1. **Notice of Change:** The party requesting the change must provide email notice to the other party as soon as reasonably possible. A minimum notice period of one (1) business day prior to the scheduled meeting time is required, except in cases of emergency.
2. **Rescheduling Efforts:** Upon receiving a notice of change, both parties agree to make a good faith effort to reschedule the meeting at a mutually convenient time. The party initiating the change shall propose at least two alternative dates and/or times within 5 business days of the original meeting date.
3. **Emergency Cancellations:** Recognizing that emergencies can arise, a shorter notice period may be acceptable at the discretion of the non-initiating party. In such cases, both parties agree to work collaboratively to reschedule the meeting as soon as possible.
4. **Repeated Cancellations:** If either party cancels or requests to reschedule meetings on more than three (3) occasions without adequate notice or justification, it may be considered a breach of the terms of this engagement, subject to review and discussion between the parties to address the impact on the project timelines and deliverables.
5. **Communication:** All notifications regarding meeting cancellations or rescheduling should be communicated through the designated points of contact for each party, using the agreed-upon methods of communication (e.g., email, project management software).

Time is of the essence:

The parties agree that time is of the essence in the performance of the obligations under this Statement of Work (SOW). Lexipol Professional Service shall adhere to the project schedule, milestones, and delivery dates specified herein, recognizing that timely completion is a critical component of the services being provided. Lexipol will recommend a project schedule that has been successful in allowing agencies to complete their policy work within the prescribed timelines. These can be adjusted to fit the needs of the agency/staff availability, but any request by the agency to extend time for performance beyond timeline end dates must be mutually agreed upon by both parties. If Lexipol Professional Services observes that the project is at risk of exceeding the planned duration, an escalation email and conversation will take place with the agency CEO to notify of the schedule concern and discuss a remediation plan to address.

Personnel Changes

Lexipol acknowledges the importance of consistency and continuity in the resources allocated to this project to ensure its successful completion. While we endeavor to maintain the same personnel on the project throughout its duration, we reserve the right to change assigned resources as necessary. Changes in personnel may occur due to unforeseen circumstances such as illness, resignation, or other reasons that may prevent the originally assigned resources from continuing the project. In the event of a change in personnel, Lexipol guarantees that any new resources assigned will possess equivalent qualifications, experience, and expertise necessary to meet or exceed the project's requirements. We are committed to ensuring a seamless transition, minimizing any potential impact on the project timeline and quality of deliverables. Lexipol will provide timely notice to the Customer of any changes in project personnel, along with details of the replacement resource's qualifications and the plan for transition to maintain project continuity.

If personnel changes happen on the Agency side of the project, Lexipol requests that the agency notify the Professional Services Specialist assigned to the project. The Specialist will then work with the agency contacts to determine if there will be a schedule delay while new resources are identified. Once the new resources are onboard, the Specialist will provide a project status overview, training on the KMS Platform, and review of how to view and make any revisions to policies already covered by the project. The project effort will not reset and begin from the beginning, however, to redo any policy decisions that were previously made. The project will resume at the point left off and cover the remaining policies and system functionality.

All services listed in this SOW are services provided in conjunction with other Lexipol subscription services and cannot be ordered as a standalone offering.

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications

- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Lexipol Single Sign-On

Lexipol's Single-Sign On provides your users with the convenience of a single password across platforms. The integration works with devices connected to your agency network (physically in the office or connected via VPN).

- Enable your staff to log into Lexipol's policy management platform (KMS) and/or online learning platform (LMS) using the credentials they use to access your agency's system.
- Ensure secure credential authorization with no passwords exchanged in the process.
- Provide access for individual users or groups—you control which employees can access Lexipol applications.
- Automatically handle user email changes and provide instant access to our system for new users already set up in your identity provider.

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Accreditation Workbench - Essential

Managing the agency accreditation process is a complex task that requires intimate knowledge of policy and extreme attention to detail. Lexipol's Accreditation Workbench - Essential provides your agency's Accreditation Manager access to content and tools that significantly reduce the time and effort required to successfully prepare for and execute an accreditation assessment.

- Current standards for supported accreditation programs are preloaded and viewable
- Lexipol policies are pre-tagged to many applicable standards and your Accreditation Manager can easily add or modify tagging to meet your specific program needs

- Ongoing update to the accreditation standards when issued by the accreditation program and any associated tagging changes

Exhibit C Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol, LLC (“Lexipol”) and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. **Definitions.** Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 **“Agency”** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 **“Agency Data”** means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 **“Agreement”** means the combination of the cover sheet; Exhibit A (“Selected Services and Associated Fees”); Exhibit B (Description of Services); this Exhibit C (“Terms and Conditions of Service”); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 **“Custom Agreement Terms”** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 **“Initial Term”** means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 **“Initial Term Start Date”** is specified on the cover sheet and represents the first day of the Initial Term.

1.7 **“Initial Term End Date”** is specified on the cover sheet and represents the last day of the Initial Term.

1.8 **“Lexipol Content”** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 **“Services”** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. **Term; Renewal.** This Agreement becomes enforceable upon signature by Agency’s authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. **Termination.**

3.1 **For Convenience; Non-Appropriation.** During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 **For Cause.** This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

5.2 Professional Services. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

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5.4 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 Intellectual Property. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential,

including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

7. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. **General Terms.**

9.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 **Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 **Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



MASTER SERVICE AGREEMENT

Initial Term Start Date: 12/01/2025

Initial Term End Date: 12/31/2026

Account Executive Information

Karen James
Senior Account Executive
kjames@lexipol.com
(415) 962-8315

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Matt Miller
Fire Chief
mmiller@cityofhoquiam.com
(360) 538-3969

Hoquiam Fire Department
625 8th St
Hoquiam, Washington 98550

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this Cover Sheet
(b) Exhibit A - Selected Services and Associated Fees
(c) Exhibit B - Description of Services
(d) Exhibit C - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Hoquiam Fire Department

Lexipol, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 Annual Subscription - Policy (2026-01-01 to 2026-12-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
22	Annual Fire Policy Manual & Daily Training Bulletins	\$8,903.00	10%	\$890.30	\$0.00	\$8,012.70
22	Annual Fire Supplemental Manual(s)	\$1,517.00	10%	\$151.70	\$0.00	\$1,365.30
22	Annual Fire Procedures	\$999.00	10%	\$99.90	\$0.00	\$899.10
Discount:				\$1,141.90	Subtotal:	\$10,277.10

002 Full Implementation (One-Time) (2026-01-01 to 2026-12-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	Fire Full Implementation	\$20,350.00	15%	\$3,052.50	\$0.00	\$17,297.50
1	Fire Agency-Specific Content Extraction	\$3,885.00	15%	\$582.75	\$0.00	\$3,302.25
Discount:				\$3,635.25	Subtotal:	\$20,599.75

Notes:

Fire Policy pricing based on 23 career firefighters (FTE);
 Policy Implementation based on 240 current policy pages

Discount Notes:

SPECIAL OFFER POLICIES + TRAINING (Multi-Department)
 - Start Dec 2025. 10% annual subscription discount + "13 for 12" (13 months for price of 12) + 15% implementation discount.
 - The remaining 12-month subscription fee + implementation fee payment is due in January 2026.

Discount:	\$4,777.15
Subtotal:	\$30,876.85
Tax:	\$0.00
Total Due:	\$30,876.85

Exhibit B

Description of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

If Professional Services solutions are included in your purchase, the following additional terms apply:

Cancellation and Rescheduling of Meetings

Both the Customer and Vendor recognize that the nature of professional services engagements may necessitate changes to scheduled meetings due to unforeseen circumstances. In the event that either party needs to cancel or reschedule a planned meeting, the following terms shall apply:

1. **Notice of Change:** The party requesting the change must provide email notice to the other party as soon as reasonably possible. A minimum notice period of one (1) business day prior to the scheduled meeting time is required, except in cases of emergency.
2. **Rescheduling Efforts:** Upon receiving a notice of change, both parties agree to make a good faith effort to reschedule the meeting at a mutually convenient time. The party initiating the change shall propose at least two alternative dates and/or times within 5 business days of the original meeting date.
3. **Emergency Cancellations:** Recognizing that emergencies can arise, a shorter notice period may be acceptable at the discretion of the non-initiating party. In such cases, both parties agree to work collaboratively to reschedule the meeting as soon as possible.
4. **Repeated Cancellations:** If either party cancels or requests to reschedule meetings on more than three (3) occasions without adequate notice or justification, it may be considered a breach of the terms of this engagement, subject to review and discussion between the parties to address the impact on the project timelines and deliverables.

5. **Communication:** All notifications regarding meeting cancellations or rescheduling should be communicated through the designated points of contact for each party, using the agreed-upon methods of communication (e.g., email, project management software).

Time is of the essence:

The parties agree that time is of the essence in the performance of the obligations under this Statement of Work (SOW). Lexipol Professional Service shall adhere to the project schedule, milestones, and delivery dates specified herein, recognizing that timely completion is a critical component of the services being provided. Lexipol will recommend a project schedule that has been successful in allowing agencies to complete their policy work within the prescribed timelines. These can be adjusted to fit the needs of the agency/staff availability, but any request by the agency to extend time for performance beyond timeline end dates must be mutually agreed upon by both parties. If Lexipol Professional Services observes that the project is at risk of exceeding the planned duration, an escalation email and conversation will take place with the agency CEO to notify of the schedule concern and discuss a remediation plan to address.

Personnel Changes

Lexipol acknowledges the importance of consistency and continuity in the resources allocated to this project to ensure its successful completion. While we endeavor to maintain the same personnel on the project throughout its duration, we reserve the right to change assigned resources as necessary. Changes in personnel may occur due to unforeseen circumstances such as illness, resignation, or other reasons that may prevent the originally assigned resources from continuing the project. In the event of a change in personnel, Lexipol guarantees that any new resources assigned will possess equivalent qualifications, experience, and expertise necessary to meet or exceed the project's requirements. We are committed to ensuring a seamless transition, minimizing any potential impact on the project timeline and quality of deliverables. Lexipol will provide timely notice to the Customer of any changes in project personnel, along with details of the replacement resource's qualifications and the plan for transition to maintain project continuity.

If personnel changes happen on the Agency side of the project, Lexipol requests that the agency notify the Professional Services Specialist assigned to the project. The Specialist will then work with the agency contacts to determine if there will be a schedule delay while new resources are identified. Once the new resources are onboard, the Specialist will provide a project status overview, training on the KMS Platform, and review of how to view and make any revisions to policies already covered by the project. The project effort will not reset and begin from the beginning, however, to redo any policy decisions that were previously made. The project will resume at the point left off and cover the remaining policies and system functionality.

All services listed in this SOW are services provided in conjunction with other Lexipol subscription services and cannot be ordered as a standalone offering.

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Fire Procedures

- Clear and accessible procedures are imperative to ensure safe, effective and consistent emergency response and personnel interactions. Lexipol's fire procedures, based on national best practices, give you critical operational and administrative procedures as well as a template to build on. More than 35 best practice procedures designed to support safe and effective operations
- Tactical procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Administrative procedures address the areas of highest legal liability as well as best practices for organizational success
- Scenario-based training reinforces live training
- Mobile-friendly decision trees and checklists prevent essential steps from being missed

Exhibit C Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol, LLC (“Lexipol”) and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet; Exhibit A (“Selected Services and Associated Fees”); Exhibit B (Description of Services); this Exhibit C (“Terms and Conditions of Service”); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 “Initial Term” means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 “Initial Term Start Date” is specified on the cover sheet and represents the first day of the Initial Term.

1.7 “Initial Term End Date” is specified on the cover sheet and represents the last day of the Initial Term.

1.8 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 “Services” means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

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8. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

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MASTER SERVICE AGREEMENT

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Account Executive Information

Karen James
Senior Account Executive
kjames@lexipol.com
(415) 962-8315

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Brian Shay
City Administrator
bshay@cityofhoquiam.com
(360) 538-3983

City of Hoquiam
609 8th St
Hoquiam, Washington 98550

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this Cover Sheet
(b) Exhibit A - Selected Services and Associated Fees
(c) Exhibit B - Description of Services
(d) Exhibit C - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

City of Hoquiam

Lexipol, LLC

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 Annual Subscription - Policy + Training (2026-01-01 to 2026-12-31)							
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended	
44	Annual Local Government Administration Policy Manual & Daily Training Bulletins	\$4,081.00	10%	\$408.10	\$0.00	\$3,672.90	
44	Annual Local Government Supplemental Manual(s)	\$1,637.00	10%	\$163.70	\$0.00	\$1,473.30	
				Discount:	\$571.80	Subtotal:	\$5,146.20

002 Policy Full Implementation - One-Time (2026-01-01 to 2026-12-31)							
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended	
1	Local Government Administration Full Implementation	\$12,765.00	15%	\$1,914.75	\$0.00	\$10,850.25	
1	Local Government Administration Content Extraction	\$2,775.00	15%	\$416.25	\$0.00	\$2,358.75	
				Discount:	\$2,331.00	Subtotal:	\$13,209.00

Discount:	\$2,902.80
Subtotal:	\$18,355.20
Tax:	
Total Due:	\$18,355.20

Notes

Local Gov Policy pricing based on 44 employees (remaining LE sworn/Fire covered under separate/concurrent Lexipol policy subscriptions);

Policy Implementation based on 100 (or fewer) current policy pages

Discount Notes

SPECIAL OFFER IN THIS AGREEMENT valid with signed Agreement received on or before 11/21/2025.

SPECIAL OFFER POLICIES (Multi-Department)

- Start Dec 2025. 10% annual subscription discount + "13 for 12" (13 months for price of 12) + 15% implementation discount.

- The remaining 12-month subscription fee + implementation fee payment is due in January 2026.

Exhibit B

Description of Services

If Professional Services solutions are included in your purchase, the following additional terms apply:

Cancellation and Rescheduling of Meetings

Both the Customer and Vendor recognize that the nature of professional services engagements may necessitate changes to scheduled meetings due to unforeseen circumstances. In the event that either party needs to cancel or reschedule a planned meeting, the following terms shall apply:

1. **Notice of Change:** The party requesting the change must provide email notice to the other party as soon as reasonably possible. A minimum notice period of one (1) business day prior to the scheduled meeting time is required, except in cases of emergency.
2. **Rescheduling Efforts:** Upon receiving a notice of change, both parties agree to make a good faith effort to reschedule the meeting at a mutually convenient time. The party initiating the change shall propose at least two alternative dates and/or times within 5 business days of the original meeting date.
3. **Emergency Cancellations:** Recognizing that emergencies can arise, a shorter notice period may be acceptable at the discretion of the non-initiating party. In such cases, both parties agree to work collaboratively to reschedule the meeting as soon as possible.
4. **Repeated Cancellations:** If either party cancels or requests to reschedule meetings on more than three (3) occasions without adequate notice or justification, it may be considered a breach of the terms of this engagement, subject to review and discussion between the parties to address the impact on the project timelines and deliverables.
5. **Communication:** All notifications regarding meeting cancellations or rescheduling should be communicated through the designated points of contact for each party, using the agreed-upon methods of communication (e.g., email, project management software).

Time is of the essence:

The parties agree that time is of the essence in the performance of the obligations under this Statement of Work (SOW). Lexipol Professional Service shall adhere to the project schedule, milestones, and delivery dates specified herein, recognizing that timely completion is a critical component of the services being provided. Lexipol will recommend a project schedule that has been successful in allowing agencies to complete their policy work within the prescribed timelines. These can be adjusted to fit the needs of the agency/staff availability, but any request by the agency to extend time for performance beyond timeline end dates must be mutually agreed upon by both parties. If Lexipol Professional Services observes that the project is at risk of exceeding the planned duration, an escalation email and conversation will take place with the agency CEO to notify of the schedule concern and discuss a remediation plan to address.

Personnel Changes

Lexipol acknowledges the importance of consistency and continuity in the resources allocated to this project to ensure its successful completion. While we endeavor to maintain the same personnel on the project throughout its duration, we reserve the right to change assigned resources as necessary. Changes in personnel may occur due to unforeseen circumstances such as illness, resignation, or other reasons that may prevent the originally assigned resources from continuing the project. In the event of a change in personnel, Lexipol guarantees that any new resources assigned will possess equivalent qualifications, experience, and expertise necessary to meet or exceed the project's requirements. We are committed to ensuring a seamless transition, minimizing any potential impact on the project timeline and quality of deliverables. Lexipol will provide timely notice to the Customer of any changes in project personnel, along with details of the replacement resource's qualifications and the plan for transition to maintain project continuity.

If personnel changes happen on the Agency side of the project, Lexipol requests that the agency notify the Professional Services Specialist assigned to the project. The Specialist will then work with the agency contacts to determine if there will be a schedule delay while new resources are identified. Once the new resources are onboard, the Specialist will provide a project status overview, training on the KMS Platform, and review of how to view and make any revisions to policies already covered by the project. The project effort will not reset and begin from the beginning, however, to redo any policy decisions that were previously made. The project will resume at the point left off and cover the remaining policies and system functionality.

All services listed in this SOW are services provided in conjunction with other Lexipol subscription services and cannot be ordered as a standalone offering.

Local Government Administration Policy Manual

Constitutionally Sound, up-to-date policies are the foundation for consistent, safe local government functions and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers key aspects of your organization's general operations, facilities, and equipment, records, and personnel policy needs.

- Approximately 50 policies researched and written by public safety attorneys and subject matter experts
- Policies based on federal laws and regulations as well as nationwide best practices
- Ability to customize content to reflect your organization's unique terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Exhibit C Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol, LLC (“Lexipol”) and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. **Definitions.** Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 **“Agency”** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 **“Agency Data”** means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 **“Agreement”** means the combination of the cover sheet; Exhibit A (“Selected Services and Associated Fees”); Exhibit B (Description of Services); this Exhibit C (“Terms and Conditions of Service”); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 **“Custom Agreement Terms”** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 **“Initial Term”** means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 **“Initial Term Start Date”** is specified on the cover sheet and represents the first day of the Initial Term.

1.7 **“Initial Term End Date”** is specified on the cover sheet and represents the last day of the Initial Term.

1.8 **“Lexipol Content”** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 **“Services”** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. **Term; Renewal.** This Agreement becomes enforceable upon signature by Agency’s authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. **Termination.**

3.1 **For Convenience; Non-Appropriation.** During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 **For Cause.** This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

5.2 Professional Services. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

5.3 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 Intellectual Property. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential,

including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

7. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. **General Terms.**

9.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 **Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 **Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

ORDINANCE NO. 2025 – _____

AN ORDINANCE vacating a portion of Monroe Street, South of Eklund Avenue, extending less than one block to where Monroe Street dead ends at the Hoquiam River.

THE CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. A portion of Monroe Street, south of Eklund Avenue, extending less than one block to where Monroe Street dead ends at the Hoquiam River, described as follows:

That portion of Monroe Street lying between Blocks 1 and 2, Karr's Addition to the Town of Hoquiam, as per Plat recorded in Volume 1 of Plats, page 108, records of Grays Harbor County, more particularly described as follows:

Beginning at the Northeast corner of said Block 2;
Thence South 2°48'18" West along the East line of said Block 2 a distance of 76.03 Feet;
Thence North 31°37'05" East a distance of 30.80 Feet;
Thence North 2°48'18" East a distance of 49.14 Feet;
Thence North 87°14'07" West a distance of 15.00 Feet to the Point of Beginning.

Situate in the County of Grays Harbor, State of Washington.
Containing 938.78 Square Feet.

is vacated and discontinued, subject to the continuation of franchise and easement rights and reservation of the following by the City of Hoquiam:

- (1) Easements or rights-of-way for power, telephone, television, sewer, water service, drainage or other utilities, together with the right to maintain, renew or repair same;
- (2) The right of the City of Hoquiam to exercise and grant easements with respect to the vacated alley for the construction, repair and maintenance of presently existing public utilities and services; and
- (3) Rights granted by City ordinance, easements, rights-of-way and reservations of record.

Said vacation shall be effective immediately and a copy of this ordinance shall be recorded with the Grays Harbor County Auditor.

ADOPTED by the Mayor and City Council on November 10, 2025.

BEN WINKELMAN – MAYOR

ATTEST:

CORRINE SCHMID – FINANCE DIRECTOR

PUBLISHED:

ORDINANCE NO. 2025 – _____

AN ORDINANCE of the City Council of the City of Hoquiam, extending a moratorium on the licensing, regulation, location and permitting of transitional housing, permanent supportive housing, indoor emergency shelters and indoor emergency housing, for an additional six months.

THE CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON DO ORDAIN AS FOLLOWS:

WHEREAS, RCW 35.21.683 provides that: “A city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed;” and

WHEREAS, RCW 35.21.683 further provides that: “Reasonable occupancy, spacing, and intensity of use requirements may be imposed by ordinance on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety;” and

WHEREAS, the City Council of the City of Hoquiam has serious concerns that public health and safety could be jeopardized if proper occupancy, spacing and intensity of use requirements are not imposed on such housing; and

WHEREAS, the City Council of the City of Hoquiam has referred to the Hoquiam Planning Commission the issue of what occupancy, spacing, and intensity of use requirements should be imposed on permanent supportive housing, transitional housing, indoor emergency housing and indoor emergency shelters, but the Hoquiam Planning Commission has not yet reported back to the City Council with its recommendations; and

WHEREAS, RCW 35A.63.222 authorizes the City of Hoquiam to adopt a moratorium, and to adopt one or more extensions of the moratorium, if necessary; and

WHEREAS, an extension of the moratorium on the licensing, regulation, location and permitting of transitional housing, permanent supportive housing, indoor emergency shelters and indoor emergency housing is necessary in order to provide the City with sufficient time to complete the development and adoption of appropriate zoning regulations; and

WHEREAS, an extension of the moratorium on the licensing, regulation, location and permitting of transitional housing, permanent supportive housing, indoor emergency shelters and indoor emergency housing is necessary to protect the public health, safety or welfare and is a legitimate exercise of the City’s police power; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying adoption of this ordinance, **NOW THEREFORE**

THE CITY COUNCIL OF THE CITY OF HOQUIAM, GRAYS HARBOR COUNTY, WASHINGTON DO ORDAIN AS FOLLOWS:

SECTION 1. Pursuant to RCW 35A.63.220, the moratorium previously imposed by ordinance adopted by the City of Hoquiam on May 12, 2025, prohibiting the licensing, regulation, location and permitting of transitional housing, permanent supportive housing, indoor emergency shelters and indoor emergency housing in all zoning districts in the City of Hoquiam, is renewed and extended in its entirety for a period not to exceed six (6) months from the date of adoption of this ordinance, unless earlier terminated.

ADOPTED by the Mayor and City Council on November 10, 2025.

BEN WINKELMAN – MAYOR

ATTEST:

CORRINE SCHMID – FINANCE DIRECTOR

PUBLISHED:

ORDINANCE NO. 2025 - _____

AN ORDINANCE relating to ad valorem tax; setting and levying the ad valorem tax levies for the General Fund, Emergency Management Services, the Fire Truck Bond Fund and Fire Ladder Truck Bond Fund of the City of Hoquiam for fiscal year 2026; and

WHEREAS, the Council of the City of Hoquiam has met and considered its budget for the fiscal year of 2026; and

WHEREAS, the City of Hoquiam has properly given notice of the public hearing held October 13, 2025, to consider the City's revenue sources and possible increases in property tax revenues, pursuant to RCW 84.55.120; and

WHEREAS, the City of Hoquiam's actual regular property tax levy amount for the previous year was \$1,797,848.59; and

WHEREAS, the population of this City is less than 10,000; and

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

SECTION 1. By the governing body of the taxing district that an increase in the regular property tax levy to be is hereby authorized for the levy to be collected in the 2025 tax year, as follows:

1. Regular Property Tax - In all assessments for the payment of \$1,797,848.59 or amount limited by law, which includes an increase of 1% on the highest lawful amount from the previous year. The previous year was \$1,780,048.11 and the dollar increase would be \$17,800.48, which would be an increase of 1% from the previous year. This increase is exclusive of additional revenues resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities and any increase in the value of state assessed property, any annexations that have occurred and refunds made.
2. Emergency Medical Services Levy – In all assessments for the payment of \$333,893.84 or amount limited by law, which includes an increase of 1% on the highest lawful amount from the previous year. The previous year was \$330,587.96 and the dollar increase would be \$3,305.88, which would be an increase of 1% from the previous year. This increase is exclusive of additional revenues resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities and any increase in the value of state assessed property, any annexations that have occurred and refunds made.
3. 2013 Truck Bond - \$99,850

4. 2020 Fire Engine Bond - \$99,000

SECTION 2. The ad valorem taxes are levied to raise sufficient revenue to pay the principal and interest payments due in 2026 on the bonded indebtedness of the city, for a portion of the General Fund and for the operation of various city departments for the fiscal year beginning January 1, 2026, and ending December 31, 2026.

ADOPTED by the Mayor and City Council on this 10th day of November 2025.

Benjamin Winkelman - Mayor

ATTEST:

Corrine Schmid - Finance Director

PUBLISHED:

RESOLUTION NO. 2025 - _____
RCW 84.55.120

A RESOLUTION of the City of Hoquiam, Washington, declaring the need to recover the 2025 ad valorem tax levy over the 2025 tax levies.

WHEREAS, the City Council of the City of Hoquiam has met and considered its budget for the fiscal year of 2025; and

WHEREAS, the City of Hoquiam has properly given notice of the public hearing held October 13, 2025, to consider the City's revenue sources and possible increases in property tax revenues, pursuant to RCW 84.55.120; and

WHEREAS, the city desires to recover taxes that were refunded or canceled,

WHEREAS, the population of this district is less than 10,000; and now, therefore,

BE IT RESOLVED, the city hereby certifies a refund levy in its collection of

1. Refund Levy for Basic fund
2. Refund Levy for EMS
3. Refund Levy for Bond-Ladder Truck
4. Refund Levy for Bond-Fire Truck

Adopted this 10th day of November, 2025.

Benjamin Winkelman - Mayor

ATTEST:

Corrine Schmid - Finance Director

AGREEMENT BY AND BETWEEN

CITY OF HOQUIAM

AND



Teamsters Union No. Local 252

Representing

Hoquiam Police

JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

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APPENDIX A20

WORKING AGREEMENT

CITY OF HOQUIAM – HOQUIAM POLICE

These Articles constitute an Agreement between the City of Hoquiam, a political subdivision of the State of Washington, hereinafter referred to as the "Employer" or "City" and Hoquiam Police, Hoquiam Washington, hereinafter referred to as the "Union".

ARTICLE 1- UNION RECOGNITION

1.1. UNION RECOGNITION - The employer recognizes the Teamsters Union Local 252, hereinafter referred to as the "Union" as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its commissioned police employees except the bargaining unit.

1.2. The City shall notify the Union in advance of any proposed substantial changes in departmental organization and hearings related to such changes that may tend to affect the wages, hours, or working conditions of employees within the bargaining unit.

1.3. The City agrees to furnish copies of written surveys or written studies concerning police department operations to the Union and in doing so, assist the Union and allow it a reasonable time in which to formulate an official position on contemplated changes. The Union agrees not to reveal information contained in the surveys or studies until after the information has been made public to the press or a governmental body by the employer.

ARTICLE 2 – 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.

2.5. Upon the written authorization of an employee, and with the approval of the Union, the City shall deduct from the wages of each employee the uniform dues, initiation fees and

assessments required for membership in the Union, as provided to the City, in writing, by the Union from time to time. The City shall transmit each pay period said money to the Union, along with the names of each employee whose dues are transmitted. Upon ratification of contract, if requested by the Union, in writing, the City shall use and timely transmit Union moneys to the Union's designated financial institution and account via Electronic Funds Transfer (EFT).

2.6. An employee's paycheck shall be timely transmitted to the employee's designated financial institution and account through the use of Electronic Funds Transfer (EFT).

ARTICLE 3 - ENTIRE AGREEMENT

This agreement expresses the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1. The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the employer possesses, including:

1. The exclusive right to establish reasonable work rules.
2. The right to schedule work as required in a manner most advantageous to the employer and consistent with the requirements of municipal employment and the public interest.
3. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employees.
4. The right to discipline or discharge for cause as defined by the Civil Service rules of the City of Hoquiam and this agreement.
5. The right to lay off for lack of work or funds or the occurrence of conditions beyond the control of the employer or where such continuation of work would be wasteful and unproductive.
6. The right to determine reasonable schedules or work and to establish the methods and processes by which such work is performed, but not in conflict with this agreement.

4.2. Labor Management Meetings -The Employer and the Union, recognizing the advantages of mutual cooperation, hereby agree to establish a joint committee to facilitate labor-management relations relative to suggestions and complaints of a general nature

affecting the Union and the Employer. The committee shall consist of three duly authorized representatives from the Union and three representatives designated by the Employer. Either party can take the lead to request a meeting and establish the agenda. Other meetings may be called as necessary.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1. A grievance means a dispute or disagreement raised by an employee of the bargaining unit against the City. Grievances shall be limited to those disputes or disagreements involving the interpretation and application of the provisions of this agreement, including an established custom or practice of benefit to the employees, initiated by the department that arises under this agreement.

5.2. Grievances shall be processed and settled in the following manner. Failure of the grievant to meet the time limits established in this article shall bar any further action.

STEP ONE: The employee, group of employees, and/or Union representative, who have an alleged grievance, shall present the grievance to the employee's immediate supervisor within ten (10) calendar days of its occurrence or the date the employee should have reasonably known of its occurrence. The supervisor shall only attempt to resolve grievances within the supervisor's immediate control and shall notify the Chief of all grievances filed. If the immediate supervisor cannot resolve the grievance or if it is outside his or her control then he or she shall submit, in writing, his or her decision to the employee within ten (10) calendar days. If not resolved the grievance shall proceed to STEP 2.

STEP TWO: If the grievance was not resolved in STEP 1, the employee, group of employees, or the Union shall submit the grievance in writing within ten (10) calendar days after the supervisor's decision to the Police Chief and the Union Grievance Committee. The Police Chief shall attempt to resolve the grievance within ten (10) calendar days after it's been presented in writing. The written statement shall include the section(s) of the agreement allegedly violated, the facts known, and the remedy sought. If the Chief is unable to resolve the grievance, the Chief shall notify the Union in writing and the grievance shall proceed to STEP 3.

STEP THREE: If the grievance was not resolved in STEP 2, the employee may refer the grievance in writing together with all other pertinent material to the City Administrator, or if there is no City Administrator, to the Mayor within ten (10) calendar days after the Chief notifies the Union that the grievance cannot be resolved. The Administrator or Mayor shall notify the Union in writing of the decision of the City within ten (10) calendar days.

STEP FOUR: If the Union and the City Administrator or Mayor fail to reach a satisfactory adjustment within ten (10) days after the reply of the City Administrator or Mayor is due, either party may refer the matter to a neutral third party who shall serve as an impartial arbitrator. In the event the City and Union are unable to agree upon the neutral third party, the parties shall petition the Federal Mediation Services ("FMCS") or the American Arbitration Association ("AAA") to submit a list of five names of qualified arbitrators from which the parties shall alternately strike names until only one name remains. If neither agency provides an acceptable list, the Washington Public Employment Relations Commission ("PERC") will be requested to supply a list. The right to strike first shall be determined by the flip of a coin. The remaining name shall serve as the impartial arbitrator who shall conduct a hearing and issue a decision which shall be final and binding upon all parties to the dispute. The arbitrator may only render a decision on issues addressed within this Agreement.

TIME LIMITS: At any step of the grievance procedure time limits may be extended by mutual written agreement of the parties.

5.3. Each party shall bear the expense of presenting its own case. The expenses of the arbitrator shall be born equally by the City and the Union.

5.4. If the City is the grieving party, the City shall submit the grievance in writing to the Union. The same time limits and procedures as specified above shall apply except the roles of the Union and the City shall not be reversed.

5.5. At the employee's option, when the jurisdiction is concurrent, the employee may elect to process appeals either through the Civil Service Commission or the grievance procedure and binding arbitration but may not appeal to both.

ARTICLE 6 - NON-DISCRIMINATION

The employer agrees not to interfere with the rights of the employees to become members of the Union and shall not discriminate, interfere, restrain, or coerce an employee because of Union membership, any Union member activity in an official capacity on behalf of the Union , or for any other cause related to the Union.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

7.1. JUST CAUSE: No employee shall except for just cause. Verbal reprimands, warnings, or counseling's are not considered formal discipline and shall not be subject to the grievance procedure.

7.2. IMPLEMENTATION: If an occasion arises to discipline an employee, it shall be done, if practical, in a manner not to embarrass the employee. More specific policies and procedures regarding discipline shall be those contained in Hoquiam Police Department Policy and Procedures Manual. In cases of conflict between the agreement and the Policy and Procedure Manual, this agreement shall prevail.

7.3. DUE PROCESS: In the event the City believes an employee may be subject to discipline greater than a verbal reprimand, the following due process procedure shall be used:

- a. The employee shall be notified of the charges or allegations that may subject him or her to discipline;
- b. The employee shall be notified of the disciplinary sanctions being considered;
- c. The employee will be given an opportunity to refute the charges or allegations either in writing or orally at an informal hearing; and
- d. At the employee's request and upon notice to the employer, the employee will be allowed to Union and / or legal representation at the informal hearing.

7.4. JUST CAUSE STANDARDS: For the purposes of this agreement, just cause shall be determined in accordance with the following guidelines:

a. The employee shall have warning of the consequences of his or her conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;

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b. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct;

c. The City must conduct a reasonable investigation;

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d. It must be determined by a preponderance of the evidence that the employee in fact committed the alleged misconduct or act;

e. The discipline must be appropriate and applied in an evenhanded manner based upon the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations; and

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f. The employee's past employment record shall be considered, if appropriate, based upon the severity of the act.

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7.5. USE OF DEADLY FORCE SITUATIONS: An employee using deadly force while exercising authority as a Police Officer shall be allowed to consult with an Union representative or attorney, upon request, prior to being required to give an oral or written statement about the use of deadly force, except for a public safety statement.

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7.6. TEAMSTERS LEGAL DEFENSE FUND: Effective January 1, 2026, and for the duration of this agreement the Employer agrees to remit the full amount to the Teamsters Legal Defense Fund on behalf of each employee via payroll deduction.

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ARTICLE 8 - POLICE OFFICERS BILL OF RIGHTS

8.1. It is recognized that the employer has the right to adopt rules for the conduct of its employees and to discipline, suspend, demote or discharge any employees provided that said rules or actions do not conflict with applicable City ordinances, Civil Service rules and regulations, or the labor contract between the Union and the City.

8.2. When an employee is subject of an internal investigation by the Hoquiam Police Department, or any other agency assigned to such an investigation for or by the Hoquiam Police Department, prior to an investigative interview/interrogation, the employee shall be advised of the specific nature of the investigation, who made the complaint, when it was made and if he or she is suspected of:

1. Committing a criminal offense.
2. Misconduct that would be grounds for termination, demotion, suspension, or

other disciplinary action. Employees may be prohibited from knowing who made the complaint against him/her only when it is clearly detrimental to the investigation to provide that information, or when RCW / WAC mandate restriction of that information.

- 8.3.** An employee who is the subject of an internal investigation may have at his or her request and expense, legal counsel or Union representation. This representation shall be limited to counseling and not actual participation in the investigation.
- 8.4.** Once an internal investigation has focused on an employee and that employee is to be interviewed regarding the complaint, at the time of interview the employee will be informed of the name of the officer in charge of the investigation. When at all practical, the interviewing officer shall be of higher rank than the employee under investigation.
- 8.5.** Whenever practical, interviews of employees shall be conducted at reasonable times.
- 8.6.** The employer or employee may provide for the mechanical, electronic, or stenographic recording of any formal employee interview which could likely lead to criminal charges being filed against the employee and/or disciplinary action against the employee. Recorded sessions must be consented to by the Department and the employee being interviewed (see exception below). Whenever a consensual recording is made by one party, the other party shall have the right to make a copy of the recording. An employee who is the subject of an internal investigation shall have the right to copies of any statement he or she makes pertaining to the investigation. Exception: When necessary, one-party consent or court ordered recordings may be taken with strict adherence to one-party consent laws.
- 8.7.** Interviewing of an employee who is suspected of activity which could result in criminal charges against the employee, and/or other disciplinary action, shall be done under circumstances free from threats, coercion, intimidation, or offensive language. The employer shall provide such employee reasonable opportunity to consult privately with an attorney or a Union representative and reasonable break periods for meals, telephone calls, personal necessities, or break periods. No employee shall be punished for exercising these rights. When practical and not contrary to the investigation, the officer being investigated shall be routinely updated on the status of the investigation.
- 8.8.** Each employee has the right not to have adverse comments entered into his/her personnel and/or disciplinary file without having the opportunity to read or sign such material.
- 8.9.** Each employee has the right to respond, in writing, to such adverse material within thirty (30) days and to have the response filed into his/her personnel and/or disciplinary file.

ARTICLE 9 - BULLETIN BOARDS

The Employer agrees to provide suitable space for the Union to use as a bulletin board. Postings by the Union on such boards shall be confined to official business of the Union.

ARTICLE 10 – UNION OFFICIAL TIME OFF AND ACTIVITIES

10.1. Union members and officers shall not conduct Union business on employer time except with the Chief's permission. Union meetings may not be held on employer time except with the Chief's permission. The Chief may release officers for such meetings only if there is no added cost to the employer and if releasing officers for the meeting does not impair the ability of the Department to protect public safety.

10.2. The employer agrees to provide release time for any officer or officers whose attendance is required at a meeting of the LEOFF System Board or Local Disability Board.

10.3. UNION OFFICIALS TIME OFF: Union officials who are employees in the bargaining unit (officer, executive board member, or member of the negotiating team), shall be granted reasonable time off to conduct Union business provided: the number of employees allowed time off for negotiations shall be limited to three (3), otherwise the number of employees allowed time off at any one time shall be limited to two (2) and the Union officials may conduct Union business during his/her shift, provided it does not interfere with necessary operations of the department. Union business includes grievance-related meetings and hearings, negotiations, discipline-related meetings and hearings and other labor-management meetings with the City. Union officials will not use any time on duty in the preparation of Union business.

ARTICLE 11- REPRESENTATION PRIVILEGES

11.1. Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, pertaining to grievance or disciplinary action provided, however, that there is no interruption of the Department's working schedule and with prior approval of the Chief of Police.

ARTICLE 12 - SICK LEAVE

12.1. Sick leave may be accumulated from year to year at the rate of eight (8) hours for each month of service but not to exceed nine-hundred-sixty (960) hours. Upon retirement, an employee shall be paid for unused sick leave at the rate of twenty five percent up to a maximum of 480 hours. This means a maximum of one-hundred-twenty (120) hours paid sick leave (25% x 480 = 120) at retirement.

1. Newly hired employees will be frontloaded with a forty-hour (40) sick leave bank. If the new employee is terminated, the difference will be deducted from their final paycheck.

~~12.4~~ **2.** In the event of a line of duty death, the Employer will cash out up to fifty percent (50%) of the employee's sick leave to their estate.

12.2. The employer agrees to provide illness and off-duty injury disability coverage as outlined below to all employees covered by this agreement under the following conditions:

1. The officer must be able to provide satisfactory documentation from his/her physician that return to full duty within six months is reasonable and anticipated.

2. Disability coverage will continue to, and not exceed, 960 hours, provided:

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a. The employee shall first use, and exhaust all accumulated sick leave, vacation allowance, and holiday allowance, in that order, prior to receiving any employer-provided disability benefits pursuant to this agreement.

b. Upon exhaustion of leave days as outlined above, employer agrees to continue employees' wages and benefits at full scale, to the completion of the combined total of 960 hours. However, no sick leave, vacation allowance, or holiday allowance shall accrue during any period that the employee is on disability leave under the provisions of this agreement. However, if the employee is returned to active duty with the employer prior to the expiration of the 960-hour period, and prior to termination of employment, then sick leave, vacation allowance, and holiday allowance shall have accrued to employee's benefit during the temporary period of disability.

c. Employee and employer contributions to LEOFF II retirement and to employee insurance coverage will continue for the duration of the disability, not to exceed one hundred-twenty working days.

d. The 960 hour disability coverage will become effective the first day of absence from work.

e. The employer is not responsible for any additional coverage of this agreement if the term of disability does not exceed past use of employee's accumulated sick leave, vacation allowance, and holiday allowance.

f. The employer may require a doctor's certificate as verification of need or eligibility for disability leave either due to illness or in the event of injury suffered while off duty.

12.3. ALL EMPLOYEES:

1. To be compensated for sick leave, the employee, on request of the employer, shall furnish a doctor's certificate. Any employee proven to have misused sick leave privileges shall be subject to disciplinary action.

2. The employer recognizes and will abide by state law relating to family sick leave. A doctor's certificate may be required if requested by the employer.

12.4. SICK LEAVE CONVERSION: When an Employee accrues a Sick Leave balance of four hundred eighty (480) hours or more at the end of the calendar year, Employees on the 3/3 schedule may convert twenty-four (24) hours of Sick Leave to twelve (12) hours of Personal Leave, employees on a 4-10 schedule may convert twenty (20) hours of sick leave to ten (10) hours of personal leave and Employees on the 5/2 schedule may convert sixteen (16) hours of Sick Leave to eight (8) hours of Personal Leave. Employees must notify the City in writing by December 31st of the calendar year if they desire to convert. The Personal Leave Day must be taken by December 31st of the following year.

12.5. 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 50A.04.115.

ARTICLE 13 - BEREAVEMENT LEAVE

13.1. If a death occurs to a member of an employee's immediate family, as defined as spouse, son, daughter, mother, father, grandparent, grandchild, legal guardian, brother, sister, step-parent, or step child, and like relations of the employee's spouse, the employee shall be granted forty (40) hours of which one (1) day must be the day of the funeral, unless it can be demonstrated to the department head that additional time is necessary.

13.2. Proof of relationship and/or death may be required by the employer.

13.3. No bereavement leave will be granted any day on which the affected employee was not scheduled to work.

ARTICLE 14 - JURY DUTY

14.1. An employee who is called for jury duty shall receive his or her regular pay for the actual time that the employee is required to be absent from work because of jury duty. The employee must then reimburse the employer for fees, other than mileage allowances, received as a juror.

ARTICLE 15 – SENIORITY

15.1. The employer recognizes the principle of seniority and time in the Department shall be given utmost consideration in layoffs and callbacks.

15.2. In case of personnel reduction, the employee with the least seniority shall be laid off first and called back last. No new employees shall be hired until all laid off employees have been given the opportunity to return, provided the laid off employees are physically qualified. Rehire priority is applicable for up to two years from date of lay-off.

ARTICLE 16 – VACATIONS

16.1. Officers shall accrue vacation leave from date of hire but shall not be eligible to use any accrued vacation time until employed on a full-time basis for six months. Vacation time may be taken as it is earned on a monthly basis and must be taken so that no more than 360 hours are accrued at any one time.

It is the employee's responsibility to ensure that his or her vacation hours do not accrue above three-hundred sixty hours. However, if the employee would exceed the three-hundred sixty-hour limit due to a department issue such as short staffing or work related reasons, the employee and the Chief or his designee will work out a reasonable schedule in writing to allow a temporary exceedance of 360 hours where the employee would bring the excess below the three-hundred sixty-hours within six (6) months.

Upon termination or retirement, the employee shall receive cash compensation for all accrued vacation hours up to 240 hours in their current vacation account. In no event may such cash compensation exceed the 240-hour limit. In the event of death of the employee the amount of accrued vacation time, including the hours above 240, if any, shall be paid to the employee's heirs or to his/her estate. The hours in vacation may be used prior to separation of employment as salary continuation, except in a case in which an employee is discharged. A discharged employee would have the vacation cashed out. Vacation time will be accrued as follows:

<u>Years of Service:</u>	<u>Hours Earned Per Month:</u>
During Years 1 through 2	8.00
During Years 3 through 5	10.00
During Years 6 through 9	12.00
During Years 10 through 14	13.33
During Years 15 through 19	15.33
During Years 20 through 24	18.00
During Years 25 and onward	18.67

16.2. Holidays are not included in vacation or sick leave.

16.3. No one may work his or her vacation for the purpose of drawing double time. However, officers who are required (not volunteering) by the Department to come back into work for emergencies or personnel shortages while scheduled on vacation or while using compensatory time, will receive time and one-half for the shift called back to, plus have the benefit day or compensatory hours reinstated.

16.4. All officers desiring to submit advance vacation requests must do so by January 31st of each year. Requests will be granted by seniority for duplicate dates requested. A vacation roster will be posted by February 15th showing vacations scheduled.

16.5. For time off requested after January 31st, requests will be processed on a first come, first scheduled basis. Requests received the same day will be prioritized by seniority.

16.6. The Union recognizes that requests made within sixty days of the time period requested off might not be granted because of scheduling difficulties. Administration will attempt to make every effort to grant all requests, within the limitations of manpower needs and scheduling. Vacation requests shall be approved or denied within five days of receipt. Vacation for officers working a five and two schedule will be scheduled by mutual agreement of the officer and the administrator in charge of the officer's assigned division.

16.7. Employees may schedule vacation time in accordance with what time they have accumulated not to exceed twenty-one (21) consecutive days. Vacation requests will be processed according to the provisions of the employees' labor agreement with the City. The Chief of Police or his designee may waive the twenty-one-day limitation requirement for special circumstances.

16.8. Vacation selection shall be based on seniority with the Department and shall begin no later than October 1st for the following year.

16.9. Fitness Incentive: Employees who pass the CJTC police officer entry level physical fitness test annually shall be given an additional vacation day based upon the employees shift/schedule.

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ARTICLE 17 - HOLIDAYS

17.1. All officers working a 3/3, 12-hour schedule may elect to be paid for one hundred twelve (112) holiday hours at straight time or to receive compensatory time off for one hundred (112) holiday hours. Each officer who elects to be paid for the holidays shall notify the administration of his or her election by September 1 of each year for the following year. Holiday pay shall be included on the paycheck covering November hours. For the purpose of employees who terminate or are terminated before the end of the calendar year, holidays, either paid or taken, will be prorated to the date of termination (i.e. an employee leaving after 6 months would be paid 50% of 112 holiday hours less any holiday time that had previously been taken).

17.2. The following holidays shall be paid, observed holidays:

New Years Day	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th
2 Floating Holidays	

17.3. All employees working a 5-2 or 4-10 schedule shall take their holidays on the day they occur or may choose to be paid for the holiday per section 17.1. The Chief may authorize exception to this rule at his discretion. The two floating holidays shall be taken as arranged by mutual agreement of the employee and his/her supervisor.

17.4. Employees taking any holiday that are on the 4/10 schedule, can use an additional two hours of vacation time in order to reach the 10 hour day or some other alternative authorized by the police chief and finance director to ensure the employee does not use more than 104 holidays hours in a calendar year. In all cases, employees shall only be eligible for 104 hours of holiday time in the calendar year.

17.5. Employees with excess holiday hours as of October 15 may either cash out the hours on the regular November payroll or use them on alternative days prior to the end of the year upon mutual agreement of the employee and his/her supervisor.

17.6. All employees working a 3/3 12 hour schedule may take all one hundred twelve (112) holiday hours on a floatation basis but may not use more than twenty four (24) hours in November and twenty four (24) hours in December without specific authorization of the Chief.

17.7. It is recognized that it is the employee's responsibility to schedule/request time off for holidays during the year. However, if due to scheduling difficulties or situations beyond the employee's or department's control, employees are unable to use all allowed holidays during the calendar year, the Chief may allow the unused hours to be carried over to the following

calendar year only. Holidays not scheduled due to the employee's negligence will not be carried over. The department agrees to make every reasonable effort to grant time off for holidays.

17.8. An additional amount equal to one half (1/2) an employee's regular rate of pay will be paid for each regular hour worked on the following holidays: Thanksgiving, Christmas Eve (December 24) and Christmas Day (December 25). Overtime hours worked on these holidays remain at the regular overtime rate.

ARTICLE 18 – WAGES

18.1. Employees covered by this Agreement shall be compensated in accordance with the wage schedule set forth in Appendix A to this Agreement.

18.2. Retention Incentives: In addition to the rates of pay identified in APPENDIX A, each regular full-time employee shall receive retention pay as follows:

<u>Years of Service:</u>	<u>Per Month:</u>
After 5 Years	\$100
After 10 Years	\$125
After 15 Years	\$175
After 20 Years	\$225

"Years of Service" means years served as a police officer for the City of Hoquiam Police Department.

18.3. Step increases pertain to length of continuous service by an officer with the employer. The following steps are based on this breakdown:

<u>Patrol Officers' Length of Service:</u>	<u>Step:</u>
0 to 12 Months	A
13 to 24 Months	B
25 to 36 Months	C
37 to 48 Months	D
49 to 60 Months	E
61 Months or more	F

For the purpose of this agreement, an employee shall move to their next step at their anniversary date.

At the discretion of police administration, a new hire, and experienced officer may start at a higher pay step than Step A, according to his or her experience and training.

Entry level officers will start on Step A and shall continue on that step until they finish the police academy, FTO training and are cleared to work the road without an FTO. If it takes the new entry level officer longer than 12 months to be cleared to work the road, his or her anniversary date shall be adjusted to ensure that all future step increases are in 12-month increments.

<u>Sergeants' Length of Service:</u>	<u>Step:</u>
0 to 12 Months	A
13 to 24 Months	B
25 Months or more	C

18.4. For the purpose of this agreement, a sergeant shall move to Step B or step C once they have finished 12 months on their current step. Employees shall remain at each step for the number of months indicated for that step.

18.5. Specialty Pay: EVOC, Defensive Tactics, Firearms Instructor, CRU shall receive a specialty incentive of (\$100) per month up to a maximum of two incentives, unless one of the specialties is bilingual in which case an employee can earn three incentives. Bilingual employees shall receive two hundred dollars (\$200) per month.

18.6. Deferred Compensation: An employee may elect to transfer up to sixteen (16) hours of vacation leave per month into their deferred compensation.

ARTICLE 19 - UNIFORMS & EQUIPMENT

All uniforms and equipment employees are required to wear shall be furnished by the employer. The employer will pay for all cleaning and repairing of uniforms under a pickup and delivery system from the police station. When deemed necessary by the Chief, all uniform items worn out or damaged beyond repair shall be replaced at employer expense.

The Chief may require employer-supplied uniform items that are being replaced or are in the possession of an officer who is terminating his or her employment to be turned back to the employer if in the Chiefs judgment the items are salvageable. All Union members who are assigned to full-time non-uniformed positions will be reimbursed up to three-hundred-fifty dollars (\$350) per calendar year for non-uniform work clothing.

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ARTICLE 20 - HEALTH AND WELFARE

20.1. Medical, Dental, & Vision: Effective January 1, 2026, based upon December hours of employment, the Employer shall enter into a Subscription Agreement with the Washington Teamsters Welfare Trust for medical, dental, and vision coverage and make the required monthly contributions for each employee who has forty (40) or more compensable hours in the preceding month. The required premium contributions on behalf of each eligible employee shall be made to the administrative offices of Northwest Administrators by the tenth (10th) of each month. The employer shall pay one hundred percent (100%) of the cost for the plans listed below during the term of the agreement.

Programs:	Premiums as of January 1, 2026
	Non-LEOFF I
Medical – Plan “A”	\$1,761.38
Life & AD&D – Plan “A”	\$8.60
9 – Month Disability Waiver	\$11.40
Dental Plan “A”	\$120.50
Vision – EXT	\$17.10
Time Loss Plan “E” (\$500 / Week)	\$30.00
Total:	\$1,948.98

20.2. Retiree's Health and Welfare: Effective February 1, 2026, based upon January 2026 hours, and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Employer agrees to a maximum contribution of seventy-five dollars (\$75.00) toward the full premium amount for each employee per month. Any remaining amount above the seventy-five dollars (\$75.00) contributed by the employer shall be paid by the employee via payroll deduction. Such contribution shall remain in effect for the life of this contract. All payments must be made to the Washington Teamster Retirees Welfare Trust, c/o Northwest Administrators, Inc., for each employee who received compensation for eighty (80) hours or more in the previous month for coverage under the following:

Retirees Welfare Trust "RWT-Plus XL":	Rates:
Effective January 1, 2026	\$175.00
Effective January 1, 2027	TBD
Effective January 1, 2028	TBD

ARTICLE 21 - LIFE INSURANCE

The employer shall provide \$75,000 life insurance protection for every member of the bargaining unit.

ARTICLE 22 - OUTSIDE EMPLOYMENT

22.1. Permission to work at outside employment while a full-time employee of the City must be approved by the Chief. In order to be approved, the outside employment must:

1. Be compatible with the employee's City duties.
2. In no way detract from the efficiency of the employee's City duties.
3. In no way be a discredit to City employment.
4. Not take preference over extra duty required by the City.

22.2. The Chief of Police may, upon reasonable grounds at any time, revoke permission to hold outside employment.

ARTICLE 23 - WORK SCHEDULE

23.1. All officers except those in special assignments or those engaged in administrative or clerical duties shall work a twenty-eight-day work period with three (3), twelve (12) hour days worked followed by three consecutive days off. Officers assigned to Patrol will be scheduled into two teams with opposing days off. Each team will have two squads: day and night. The shift hours of some officers on the day and night squads may be adjusted to maximize patrol coverage during peak hours or to cover the department's past-practice criteria for minimum staffing. When one team is working, the other team will be on days off.

23.2. Under the 3/3 schedule described in subsection (a), above, Officers assigned to patrol will work twelve (12) hours a day, three (3) days per week. On this schedule, patrol officers will

work 182 days per year for a total of 2,184 hours. The 2,184 hours represents an increase of 104 hours in excess of the 2080 hours normally worked per year under a five (5) day, eight (8) hour schedule, with two days off (5/2 schedule). Patrol officers working under the 3/3 schedule for an entire year will be allowed up to nine additional scheduled twelve (12) hour days off to compensate for the increase in the total number of hours worked in a year (104 hours in a 365 day period). All work shifts, vacation time, sick leave, holiday time and other such terms relating to work periods shall be calculated by the "hour," and not by the "day."

23.3. All officers on special assignment or performing clerical or administrative duties shall work four ten hour days followed by three days off or five 8-hour days followed by two days off as scheduled by the Chief.

23.4. It is understood by both parties that should the City be faced with reductions in personnel due to revenue shortages, they will meet to discuss schedule changes and minimum staffing levels to help reduce the impact of personnel reductions on the department and the citizens of Hoquiam.

ARTICLE 24 - COURT APPEARANCES, COMPENSATORY TIME AND OVERTIME

24.1. Each police officer who is required to appear in any legally constituted court on behalf of the employer and/or related to the officer's employment with the employer outside of his or her normal working hours on his or her regularly scheduled duty day, will be paid a minimum of four hours at the overtime rate of time and one half. Appearances exceeding four hours shall be computed to the nearest fifteen minutes at the overtime rate.

24.2. Court appearance required on the officer's scheduled day off or vacation days off will be paid at a minimum of four hours at the overtime rate of time-and-one-half. Any time actually worked beyond the minimum four-hour period will be paid at the overtime rate in fifteen-minute increments.

24.3. The officer shall contact the court clerk or city or county prosecutor by 5 p.m. on the day before the scheduled court appearance if the court is on the officer's day off. If a previously scheduled court appearance is not required on the officer's day off and notification is made by the court clerk or the city or county prosecutor after 5 p.m. of the day preceding the officer's scheduled appearance in court, the minimum four-hour callback time will be paid at the overtime rate of time-and-one-half.

24.4. All time worked in excess of eight hours, ten or twelve hours per shift, whichever is applicable, or in excess of the total number of hours required to be worked in the employee's scheduled work period shall be compensated at one and-one-half times the employee's regular rate of pay. Overtime shall be accumulated in fifteen-minute increments for each hour or fraction of an hour worked.

24.5. An officer shall receive a minimum of two (2) hours call time paid at the overtime rate when called back into work after the completion of his or her regular shift, when called into work before his or her regular shift, and when called into work on his or her day off.

24.6. If an officer is called to work three or more hours before the assigned regular work shift commences or works continuously three or more hours after the normally scheduled termination of that normally scheduled regular work shift, the officer shall receive ten dollars as compensation for a meal.

24.7. If an officer chooses to receive compensatory time in lieu of overtime pay, there shall be a maximum balance of seventy-two (72) hours carried from month to month. Then at the end of each year compensatory time in excess of thirty-six (36) hours will be cashed out on the December 5th paycheck.

24.8. Department-wide Meetings: Department-wide meetings are subject to callback minimums as set forth in Section 24.4. All hours worked on a regularly scheduled day off will be at the overtime rate.

ARTICLE 25 - OUT OF CLASS PAY

25.1. Members of the Police Department up through the rank of sergeant who are ordered to serve temporarily in a higher rank shall be compensated by receiving an additional 5% on their base pay for the hours worked at the higher rank.

25.2. If ordered to work in a lower classification, the officer shall be compensated at his or her regular rate of pay; if the officer volunteers to work in a lower classification, he or she will receive the lower rate of compensation.

ARTICLE 26 - PREMIUMS

26.1. The employer recognizes the benefits of relevant advanced training for its law enforcement personnel and agrees to pay education incentive pay for scholastic education in accordance with the following schedule:

Associate degree (2 Yr.)	+2% per month over base
Bachelor's Degree (4 Yr.)	+5% per month over base
Master's Degree**	+7% per month over base

***Masters Degrees must be in the field(s) of Criminal Justice or Public Administration.*

26.2. To receive educational incentive pay the employee must submit to the Finance Director acceptable information from the appropriate recognized educational institution that the degree has been earned. Incentive pay will be made retroactive to the date the degree was conferred or the employee's hire date, whichever comes last.

26.3. Field Training Officer (FTO) – All officers assigned to field train a new employee shall receive a five percent (5%) premium per hour of service as an FTO.

26.4. A Canine (K-9) Officer shall be compensated for eight (8) hours of overtime pay (time plus one-half) per calendar month. A K-9 Officer shall not be paid more than eight (8) hours of over-time pay per calendar month for the care of the officer's dog unless such additional overtime work is authorized in advance by the Chief of Police. All expenses incurred for the care and feeding of the dog shall be paid by the Hoquiam Police Department.

ARTICLE 27 - SAVINGS CLAUSE

Should any provisions of the agreement be found to be in violation of any Federal, State or Local law, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE 28 – LAYOFF

28.1. In the event of a reduction in the workforce, the Employer shall lay off the employee with the least seniority within the classification from which the layoff occurs. Employees who have completed their probation in a previous position may bump back to the classification from which they were promoted.

28.2. It is understood by both parties that should the City be faced with reductions in personnel due to revenue shortages, they will meet to discuss schedule changes and minimum staffing levels to help reduce the impact of personnel reductions on the department and the citizens of Hoquiam.

ARTICLE 29 - DURATION OF AGREEMENT

29.1. This agreement, effective as of the first day of January ~~2026~~ ~~2023~~ shall continue in full force through the thirty first day of December ~~2028~~.

29.2. All conditions shall be effective on the date the Agreement is signed or as otherwise identified in this Agreement. The Agreement may be opened by either party giving notice, in writing, not later than sixty (60) days prior to the expiration date.

CITY OF HOQUIAM:

TEAMSTERS UNION LOCAL 252:

Mayor

Brian Blaisdell, Secretary-Treasurer

Finance Director

Dane Bonnell, Business Agent

DATED this _____ day of _____ 2025.

APPENDIX A
TO THE AGREEMENT BY AND BETWEEN
CITY OF HOQUIAM, WASHINGTON
AND
TEAMSTERS UNION LOCAL NO. 252
REPRESENTING HOQUIAM POLICE

A.1. Effective January 1, 2026, the monthly rates of pay for employees covered by this agreement shall receive a cost-of-living adjustment of five percent (5%).

<u>Classification</u>	Step A 0 – 12 Mo.	Step B 13 – 24 Mo.	Step C 25 – 36 Mo.	Step D 37 – 48 Mo.	Step E 49 – 60 Mo.	Step F 61 + Mo.
Police Sgt.	\$9,640	\$10,107	\$10,613			
Patrol Officer	\$7,182	\$7,543	\$7,919	\$8,315	\$8,729	\$9,168

A.2. Effective January 1, 2027, the monthly rates of pay for employees covered by this agreement shall be calculated based on the 2025-2026; June to June; Olympia / Lacey / Tumwater CPI-U with a minimum of three-point five percent (3.5%) and a maximum of five percent (5%).

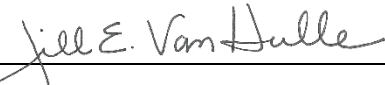
A.3. Effective January 1, 2028, the monthly rates of pay for employees covered by this agreement shall be calculated based on the 2026-2027; June to June; Olympia / Lacey / Tumwater CPI-U with a minimum of three-point five percent (3.5%) and a maximum of five percent (5%).

Contract Order

Client: City of Hoquiam Attn: Brian Shay, City Administrator 609 8 th Street Hoquiam, WA 98550	Date: October 30, 2025
	Contract No.: 4
	Project No.: AS210438A
Project Name: City of Hoquiam Water Supply	
Subject: Continued Grant Application Support	

Description of Work	Cost
<p>Geosyntec Consultants, Inc. (formerly Aspect Consulting) has been assisting the City of Hoquiam (City) with its West Fork Hoquiam Dam Removal and Source Replacement project (Project). To date, we have assisted the City in preparing several funding applications for various phases of the Project including grants through Department of Ecology’s Streamflow Restoration program, NOAA’s Restoring Fish Passage through Barrier Removal program, Washington Coast Restoration and Resiliency Initiative (WCRRI) program, and congressionally directed funds, as well as identifying and tracking potential grant opportunities for the Project. Thus far, we have assisted the City in receiving approximately \$2.5M in funding for the feasibility, design, and permitting phases of the Project. The City is now seeking funding for the dam removal construction and stream restoration phases.</p> <p>Under this scope of work, we will assist the City in preparing and submitting materials for the final phase of the Project under two upcoming funding opportunities: Ecology’s Streamflow Restoration Grant program (accepting applications between January 15 and March 17, 2026) and the WCRRI grant program (accepting applications between November 3 and December 9, 2025).</p>	<p>Time and materials not to exceed:</p> <p>\$10,000</p>

By its signature below and/or authorizing Geosyntec Consultants, Inc. and its subsidiaries and affiliates to proceed in accordance with this Proposal, the City of Hoquiam accepts and agrees to the Services, Schedule and Compensation described above and the attached terms and conditions.

GEOSYNTec CONSULTANTS, INC. and its subsidiaries and affiliates	By: 
	Printed Name: Jill Van Hulle, CWRE Senior Principal Water Rights Specialist
CLIENT	By:
	Printed Name/Date:

ATTACHMENT A
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is attached to and made a part of the proposal submitted to the City of Hoquiam (“Client”) by Geosyntec Consultants, Inc., and its subsidiaries and affiliates (collectively “Geosyntec”), dated October 30, 2025, (“Proposal”). Geosyntec shall perform the scope of services described in the Proposal, subject to the following terms and condition upon acceptance of the Proposal or Client’s authorization to proceed. The Client and Geosyntec are referred to herein individually as “Party” and collectively as “Parties”.

1. ACCEPTANCE OF TERMS

The terms and conditions set forth below and the contents of the Proposal shall constitute the full Agreement between the Client and Geosyntec and shall be deemed mutually accepted and effective upon Client’s signing the Proposal, issuing an authorization to proceed with the Proposal or by payment of an invoice submitted by Geosyntec. Any changes or amendment to these terms and conditions, are conflicting terms introduced by the Client in a purchase order or other document, are expressly rejected unless both Parties agree to these changes in writing and they are incorporated into this Agreement. Any amendment must be in writing signed by Client and Geosyntec.

2. SCOPE OF SERVICES

The services to be provided by Geosyntec pursuant to this Agreement (“Services”) are described in the Proposal, and any amendments or Service Orders issued thereto, which shall set forth the schedule and estimated charges for the Services. If the Services are to be rendered in connection with a specific location, the Proposal shall also describe the site (“Project Site”).

3. CLIENT RESPONSIBILITY

Client shall provide Geosyntec, in writing (where applicable), all information relating to Client’s requirements for the Project in a timely manner, give Geosyntec prompt written notice of any suspected deficiency in the Services and with reasonable promptness to avoid impacts to the progress of the Project, and provide Geosyntec with approvals and decisions. When the Services include on-site activities, Client shall also correctly identify the location of subsurface structures, such as pipes, tanks, cables, and utilities and notify Geosyntec of any potential hazardous substances or other health and safety hazards or conditions known to Client existing on or near the Project Site. Client shall be responsible for obtaining all necessary permits required to execute the Services and Project work. If included in the Services, Geosyntec will assist Client with permit applications, however all impacts and obligations will be the responsibility of the Client, and Geosyntec shall not be liable for any delays related to obtaining permits, whether caused by the Client, regulatory bodies, or other third parties. If Geosyntec employees are embedded in the Client’s organization the Client shall be responsible for all oversight, direction and work product prepared by the individual at the Client’s Direction. In addition, Client agrees to hold Geosyntec harmless from any claim related to or arising from circumstances, acts or omissions in connection with the Project Site which occurred prior to Geosyntec providing any Services under this Agreement.

4. COMPENSATION, INVOICING AND PAYMENT

The method of compensation shall be identified in the Service Order. When the method of compensation is on a time and materials basis, Geosyntec shall submit invoices to Client reflecting the number of hours worked multiplied by the hourly rate reflected in Geosyntec’s rate schedule attached to the Service Order, along with any pre-approved expenses for reimbursement. The rates and rate schedule for projects lasting more than one year may be adjusted annually. The rates are inclusive of all taxes except such value added, sales, service or withholding taxes that are imposed by some jurisdictions, and which shall be explicitly identified. Any such applicable taxes will be added to the invoice and shall be paid by the Client. Geosyntec shall not be liable for taxes imposed outside the U.S., Canada, Australia, Ireland, and the United Kingdom. Where compensation is subject to a “not to exceed” budget such limit shall only apply to the total approved budget. Any amount allocated to a task or milestone may be exceeded without Client authorization as long as the total budget limit is not exceeded. Rates for days of actual testimony at depositions, trials, or hearings will be two times the rate shown on the rate schedule. All costs incurred and time spent by Geosyntec responding to subpoenas related to litigation which Geosyntec is not a named party shall be reimbursable in accordance with Geosyntec’s then current rate schedule.

Geosyntec shall periodically submit invoices to Client and Client shall pay each invoice within thirty (30) days of the date of the invoice. Payment shall not be conditioned upon Client’s receipt of payment from any other parties. No deductions shall be made from Geosyntec’s compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services. If Client objects to all or any portion of any invoice, Client shall notify Geosyntec in writing of the objection within fifteen (15) calendar days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

Geosyntec may invoice Client for any expense authorized by the Client exceeding \$5,000 before the expense has been incurred by Geosyntec. Client shall pay the greater of an additional charge of one percent (1%) of the amount of the invoice per month or the maximum percentage allowed by law for any payment received by Geosyntec more than thirty (30) days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. No deductions shall be made from Geosyntec's compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services.

In addition to the above, if payment of Geosyntec invoices is not maintained on a thirty (30) day current basis, Geosyntec may, by ten (10) days' written notice to Client, suspend further performance and withhold any and all deliverables and data from Client until such invoice payments are restored to a current basis. If the Project Site is located in a jurisdiction which requires Geosyntec to pay any subcontractors within a stated period of time, the Client shall make payment to Geosyntec within five (5) days prior to the lapse of such time period.

5. CHANGES

In the event services beyond those specified in the Scope of Services are provided by Geosyntec or requested by the Client, the Parties shall negotiate an adjustment to the scope, schedule or fee, and the Service Order shall be equitably adjusted to represent such changes.

6. RECOGNITION OF RISK

Client recognizes that services and opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where data are obtained, and that the limited data results in uncertainty with respect to the interpretation of these conditions, despite the use of due professional care. In addition, any estimate of costs prepared by Geosyntec represents judgment as a design professional and is supplied for the general guidance of the Client. Since Geosyntec has no control over the cost of labor and material, or over competitive bidding or market conditions, Geosyntec does not guarantee the accuracy of such estimates as compared to Contractor bids or actual cost to the Client. Accordingly, any estimates, forecasts and predictions provided as part of the Services are presented solely on the basis of the assumptions accompanying the estimates, forecasts and predictions.

7. STANDARD OF CARE

Geosyntec shall render its Services in a manner consistent with the level of care and skill ordinarily exercised by other firms rendering the same services under similar circumstances at the time the Services are performed. The representations provided herein are provided expressly in lieu of all other warranties or conditions, express or implied. All statutory or implied warranties and conditions including but not limited to those of merchantability and fitness for a purpose are hereby expressly negated and excluded. Should an error or omission become apparent in the Services during the term of the Agreement or within ninety (90) days following the completion of the Services, Geosyntec's liability shall be limited to the correction of the error or omission shall be contingent upon Geosyntec being notified promptly of the defect.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Parties shall indemnify and hold harmless each other (and each of their respective officers, directors, shareholders, partners, employees, and representatives) from and against all claims, demands, causes of actions, suits, based upon or arising from allegations of illness, injuries to persons, destruction of or damage to property, costs, expenses and all reasonable expenses, legal or otherwise, to the extent arising out of the indemnifying Party's negligent acts or omissions. In addition, the Parties shall indemnify, defend, and hold harmless the other party against all loss, cost, expense, royalties, claims for damages or liability in law or in equity, including without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, or other proprietary right of any person or entity in consequence of the use by indemnifying Party of any documents or materials.

9. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the liability of Geosyntec, its employees, agents, and subcontractors for claims of loss, injury, death, damage, or expense incurred by the Client including without limitation third party claims for contribution and indemnification), arising out of or relating to Services rendered or obligations imposed under this Agreement or any Service Order issued hereunder, shall not exceed in the aggregate the greater of \$100,000 or the amount paid to Geosyntec under the applicable Service Order. The Client shall indemnify and defend Geosyntec against any third-party claims, or any claims arising from services rendered by Geosyntec employees embedded in the Client's organization, asserted against Geosyntec exceeding the limitation of liability. In addition, neither Party shall be entitled to recover consequential damages, including, without limitation, loss of use or loss of profits, from the other Party, their employees, representatives, agents, subsidiaries, affiliates, successors or assigns. The

foregoing limitations of liability shall apply regardless of whether the allegation is based on a theory of breach of contract, negligence or other wrongful act, but shall not apply if caused by gross negligence or willful misconduct.

10. INSURANCE:

Geosyntec shall maintain during the term of this Agreement the following minimum insurance coverage:

- | | | |
|-------|--|-------------------------------------|
| (i) | Workers' Compensation | Statutory |
| | Employer's Liability | - \$1,000,000 per occurrence |
| (ii) | Commercial General Liability or Public Liability Insurance | - \$1,000,000 per occurrence |
| (iii) | Comprehensive Automobile Liability | - \$2,000,000 combined single limit |
| (iv) | Professional Liability | - \$2,000,000 per claim |

Geosyntec shall provide Client with an insurance certificate upon Client's request.

11. DISPUTE

The Parties agree to promptly resolve their differences through good faith negotiations as a condition precedent to filing a formal claim. In the event disputes remain following such good faith negotiations between the Parties, the remaining dispute shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in the performance of the Subcontracted Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the Representatives may agree, the dispute shall be mediated by an independent third-party agreed to by both parties. Any disputes or portions thereof remaining following mediation shall be determined by remedies at law or equity, as they may be available, subject to the limitations in this Agreement and the venue selection stated in Section 20 below. Any applicable statute of limitations on any claim in any way related to Agreement shall commence to run and alleged cause of action shall be deemed to have accrued no later than the date of either Geosyntec's final invoice or termination of this Agreement by either Party. Both Parties agree that the applicable statute of limitations for any claims in any way related to this Agreement shall be shortened to a period not longer than two years, unless a shorter statute of limitations would otherwise apply.

12. RIGHT OF ENTRY

Client grants to Geosyntec, and, if the Project Site is not owned by Client, will provide that permission for a right of entry from time to time for Geosyntec, its employees, agents, and subcontractors for the purpose of providing the Services. If Geosyntec is required to enter into agreements with third parties to obtain access to property to perform the Services, such agreements must be consistent with the obligations imposed on Geosyntec under this Agreement and the Compensation, Schedule and terms and conditions of this Agreement shall be subject to an equitable adjustment to reflect additional obligations imposed thereunder. If the provisions of any written access agreement between Client and the property owner require the Client's agents, such as Geosyntec, to name the property owner as an additional insured, those provisions shall be incorporated into this Agreement. Client shall indemnify and defend Geosyntec for any liabilities or claims that may result from a right of entry agreement with legal obligations imposed upon Geosyntec greater than those in this Agreement.

13. PROJECT SITE RESPONSIBILITIES

If included in the Services, Geosyntec shall visit the Project Site as needed to complete the Services. Construction Observation responsibilities will occur at appropriate intervals to allow Geosyntec to become generally familiar with the progress, quality of work (contractors' work), to determine if the work is proceeding in general accordance with the contract documents. Visits to the Project Site and observations made by Geosyntec shall not make Geosyntec responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Geosyntec shall incur no liability for unforeseen costs and/or claims relating to the Services that arise from Project Site conditions that differ from anticipated conditions, including without limitation for any subsurface conditions or systems and/or utility configurations.

14. HAZARDOUS SUBSTANCES

"Hazardous Substances" shall refer to any hazardous, toxic, or dangerous substance that cannot be introduced back into the environment under existing law without additional treatment. In the event that Geosyntec encounters unanticipated Hazardous

Substances, it may suspend work for safety reasons until mutually agreeable arrangements are made, including but not limited to amendments to this Agreement. Solely upon Client's request, Geosyntec may assist Client in identifying options for off-site treatment, storage or disposal of the Hazardous Substances. Geosyntec will not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances. In the event Parties mutually agree that Geosyntec will sign manifests, Geosyntec will only sign as agent on behalf of Client, and Geosyntec will not be a generator, transporter, or disposer of the Hazardous Substances. Client shall indemnify, defend, and hold harmless Geosyntec against any claim or loss resulting from such signing and from Geosyntec's handling of Hazardous Substances.

15. CONFIDENTIALITY

Geosyntec will maintain as confidential the provisions of this Agreement and any business information that is not generally known to, and cannot be readily ascertained by others, and which a reasonable person under the circumstances would consider confidential and will not release, distribute, or publish same or Geosyntec's test results to any third party without prior permission from Client, unless required by law, order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

16. INTELLECTUAL PROPERTY AND USE OF DOCUMENTS

Provided that Geosyntec has been fully paid for the Services, Client shall have a perpetual, non-transferable license and right to use the documents, maps, photographs, drawings, and specifications resulting from Geosyntec's efforts on the Project. Except where necessary to give effect to the foregoing limited license, Geosyntec is not granting Client any license for Geosyntec's patents, patent applications, patent disclosures, inventions and improvements (whether patentable or not), copyrights, copyrightable works (including computer programs), trade secrets, trademarks, service marks, know-how, database rights, or any other form of intellectual property created, developed, or conceived outside the performance of Services. Geosyntec shall have the right to retain copies of all such materials. Work products delivered in electronic form are subject to anomalies, errors, misinterpretation, deterioration, and unauthorized modification, or may be draft or incomplete work products, electronic documents provided by Geosyntec are furnished solely for convenience and only those professional work products bearing Geosyntec's signature or professional stamp may be relied upon by Client or other recipients approved in writing. Geosyntec may rely upon data provided by Client or other third parties without independent verification unless otherwise provided in the Service Order. If the Services include the use of a GIS database Client acknowledges that any changes to the information contained in the database will result in different results. The Client will be solely responsible for any modifications to the database made by Client.

Geosyntec is performing the Services under this Agreement solely for Client and solely with respect to the Project, and not for any other party or purpose. No party other than Client shall be entitled to rely on any reports or recommendations provided by Geosyntec as part of the Services ("Reports") without Geosyntec's separate written consent, and Geosyntec shall have no liability for the use of any Reports by any party for any purpose other than the Project. Client will indemnify, defend and hold Geosyntec harmless from any claims by third parties arising from the use of any Reports.

17. DELAYS AND FORCE MAJEURE

Geosyntec shall not be responsible for any delays resulting from actions or inactions of the Client or third parties. In the event that Geosyntec field or technical work is interrupted due to causes reasonably outside of its control, Geosyntec's schedule for performance and compensation shall be equitably adjusted (in accordance with Geosyntec's current Rate Schedule) for the additional labor, equipment, time, and other charges associated with maintaining its work force and equipment available during the interruption, and for such similar charges that are incurred by Geosyntec for demobilization and subsequent remobilization.

Except for the foregoing provision, neither Party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the reasonable control of the other Party. Delays within the scope of this Section which cumulatively exceed forty-five (45) days shall, at the option of either Party, make the applicable Service Order subject to termination for convenience or to renegotiation.

18. SUSPENSION/TERMINATION

If a Service Order or Geosyntec's Services are suspended by the Client for more than thirty (30) days, upon resumption of Services the Client shall compensate Geosyntec for expenses incurred as a result of the suspension and resumption of Services and Geosyntec's schedule and fees for the remainder of the Services shall be equitably adjusted. If the Services are suspended for more than ninety days, consecutive or in the aggregate, Geosyntec may terminate the Service Order upon giving not less than five (5) days written notice to the Client.

Either Party can terminate this Agreement for cause if the other commits a material and uncured breach of this Agreement, including untimely payment, or becomes insolvent, has a receiver appointed, or makes a general assignment for the benefit of creditors. Termination for cause shall be effective five (5) calendar days after receipt of a written notice of termination, unless a later date is specified in the notice of termination. The notice of termination for cause shall contain specific reasons for termination, and both Parties shall cooperate in good faith to cure the causes for termination stated in the notice of termination. Termination for cause shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay Geosyntec upon invoice for services performed and charges incurred prior to suspension or termination, plus suspension and termination charges. Termination charges shall include, without limitation, the putting of Project documents and analyses in order and all other related charges incurred which are directly attributable to termination. In the event of termination for cause, the Parties shall have their remedies at law as to other rights and obligations between them, subject to the other terms and conditions of this Agreement.

19. ASSIGNMENT AND THIRD PARTY RIGHTS

Neither Party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other Party. This Agreement shall not create any rights or benefits to Parties other than Client and Geosyntec.

20. VALIDITY AND SEVERABILITY

The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the Parties with regard to the provisions and that saves the validity and enforceability of the provision. In the event that any provision or portion of this Agreement is held to be unenforceable or invalid the remaining provisions or portions shall remain in full force and effect.

21. GOVERNING LAW AND VENUE

This Agreement and all disputes related to it shall be governed and construed by the laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Any disputes, controversies, or claims related to this Agreement shall be heard in the state or federal courts located in Seattle, Washington. The Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise. The Parties agree that the UN Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

22. INTEGRATED WRITING

This Agreement constitutes a final and complete repository of the agreements between Client and Geosyntec. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Modifications to the terms and conditions of this Agreement shall not be binding unless made in writing and agreed to by both Parties. Any written authorization or notice to proceed given by the Client to Geosyntec regarding Services shall be incorporated into the relevant Service Order and shall have the effect of attaching this Agreement to the authorized Services.

23. NOTICES, SIGNATURES AND AUTHORIZED REPRESENTATIVES

The signatories of this Agreement and/or the authorization to proceed are the authorized representatives of Client and Geosyntec for the execution of this Agreement. Each Service Order shall set forth the name and address of the respective authorized representatives of the Parties for the administration of that Service Order. Any information or notices required or permitted under this Agreement or any Service Order shall be deemed to have been sufficiently given if in writing and delivered to the authorized representative identified in the applicable Service Order. Notice given by mail may also be transmitted electronically at the time of mailing.



consultants

CONFIDENTIAL

GEOSYNTEC CONSULTANTS - NW OPERATIONS 2025 U.S. RATE SCHEDULE

	<u>Rate/Hour</u>
Staff Professional	\$157
Senior Staff Professional	\$180
Professional	\$208
Project Professional	\$240
Senior Professional	\$275
Principal	\$305
Senior Principal	\$330
Technician I	\$ 93
Technician II	\$104
Senior Technician I	\$112
Senior Technician II	\$120
Site Manager I	\$137
Site Manager II	\$149
Construction Manager I	\$157
Construction Manager II	\$170
Senior Designer	\$210
Designer	\$175
Senior Drafter/Senior CADD Operator	\$165
Drafter/CADD Operator/Artist	\$145
Senior Technical Editor	\$170
Technical Editor	\$150
Project Analyst	\$125
Project Administrator	\$103
Clerical	\$ 80
Direct Expenses	Cost plus 15%
Subcontract Services	Cost plus 15%
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.09

Rates are provided on a confidential basis and are client and project specific.
 Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index
 for Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
 Construction management fee presented upon request.

Memorandum of Understanding

Between City of Hoquiam (“City”)

And

Bargaining Unit Local 275-H (“Union”)

Market Adjustment to Implement Wage Study

The 2022-2027 Labor Agreement (CBA) between the City of Hoquiam and Local 275 of the Washington State Council of County and City Employees AFSCME, AFL-CIO included a provision to conduct a Market Study of all AFSCME positions in 2025.

Based upon the market study, several positions will be increased over the next 13 months to reach market. One half of the market adjustment for each position needing an adjustment will be applied to that position salary beginning on January 1, 2026. A 2.7% cost of living increase will be added on top of the market adjustment in accordance with the CBA. The second half of the market adjustment will be applied on January 1, 2027, with an additional cost of living increase that will be added on top of the market adjustment per the CBA. The attached chart highlights the positions that are receiving the market adjustments and what the top step salary will be for 2026 and the top step salary for 2027, prior to the 2027 market adjustment.

Dated this 10th day of November, 2025.

For City of Hoquiam:

For AFSCME/WSCCE Local 275H

Brian Shay, City Administrator

Aaron Cole, Deputy Director Council 2

Rob Sobolesky, Chapter Chair

Position	Average	Hoquiam	Total Difference	Adjustment % - 50% in 2026 and 50% in 2027	Half of Market	2026 Salary	Market Adj 2027
Account Clerk I	\$5,325	\$5,038	95%	2.5%	\$5,164	\$5,303	\$5,436
Account Clerk II	\$5,802	\$5,289	91%	4.5%	\$5,527	\$5,676	\$5,932
Accounts Payable	\$6,039	\$5,289	88%	6.0%	\$5,606	\$5,758	\$6,103
Animal Control	\$5,523	\$5,793	105%	0.0%	\$5,793	\$5,949	\$5,949
Building Official	\$7,144	\$7,368	103%	0.0%	\$7,368	\$7,567	\$7,567
Building/Code Compliance	\$6,177	\$5,793	94%	3.0%	\$5,967	\$6,128	\$6,312
Community Development Technician	\$5,231	\$5,289	101%	0.0%	\$5,289	\$5,432	\$5,432
Community Services Coordinator	\$6,569	\$5,567	85%	7.5%	\$5,985	\$6,146	\$6,607
Court Clerk	\$5,508	\$5,289	96%	2.0%	\$5,395	\$5,540	\$5,651
Cross Connection Specialist	\$6,649	\$5,793	87%	6.5%	\$6,170	\$6,336	\$6,775
Equipment Operator I/Maintenance II	\$6,189	\$5,498	89%	5.5%	\$5,800	\$5,957	\$6,285
Equipment Operator II	\$6,649	\$5,927	89%	5.5%	\$6,253	\$6,422	\$6,775
Crew Lead	\$7,714	\$6,910	90%	5.0%	\$7,256	\$7,451	\$7,824
Lead Sewer Plant Operator	\$7,714	\$6,910	90%	5.0%	\$7,256	\$7,451	\$7,824
Lead Water Plant Operator	\$7,714	\$6,910	90%	5.0%	\$7,256	\$7,451	\$7,824
Maintenance I	\$5,489	\$5,202	95%	2.5%	\$5,332	\$5,476	\$5,613
Meter Reader	\$5,489	\$4,995	91%	4.5%	\$5,220	\$5,361	\$5,613
Payroll	\$6,344	\$5,289	83%	8.5%	\$5,739	\$5,894	\$6,394
Police Records Clerk	\$5,538	\$5,038	91%	4.5%	\$5,265	\$5,407	\$5,650
Police Service Officer	\$6,285	\$5,793	92%	4.0%	\$6,025	\$6,187	\$6,435
Public Works Superintendent	\$10,435	\$8,358	80%	10.0%	\$9,194	\$9,442	\$10,386
Wastewater Treatment Plant Operator	\$6,647	\$6,282	95%	2.5%	\$6,439	\$6,613	\$6,778
Water Treatment Plant Operator	\$6,647	\$6,282	95%	2.5%	\$6,439	\$6,613	\$6,778
Total							

Notes:
-All Leads same pay
-All Treatment Plant Operators same pay
-Cross Connection Specialist to Equipment Operator II
-Meter Reader to Maintenance Worker I
-Breakout Accounts Payable & Payroll from Account Clerk II Position
50% of Market adjustment January 1, 2026 and 50% January 1, 2027