

MEMORANDUM OF UNDERSTANDING
by and between the
CITY OF ISSAQUAH, WASHINGTON
and the
ISSAQUAH POLICE OFFICERS' ASSOCIATION

This non-precedent setting Memorandum of Understanding (MOU) is entered into by and between the City of Issaquah (the "City") and the Issaquah Police Officers' Association (the "Association") in order to establish a pilot take-home vehicle program ("Pilot Program").

Background

1. The parties have executed a collective bargaining agreement ("CBA"), valid until December 31, 2022.
2. The intent of this Pilot Program is to increase operational efficiency, provide increased ability to respond to emergencies, improve cost efficiency of vehicle use by reducing overall maintenance costs, and improve retention of Police Officers.
3. The Pilot Program is not intended to create an entitlement.
4. For purposes of the Pilot Program, no new vehicles will be purchased, and only existing vehicles will be assigned to Police Officers.
5. The Mayor and/or designee has authority to assign existing City fleet to employees as needed to improve administrative or operational efficiency of City functions.
6. The parties reached agreement on the terms and conditions outlined below to implement a take-home vehicle pilot program for Police Officers.

Terms and Conditions

In consideration of the terms and conditions set forth herein and the mutual benefits to be derived, the parties agree as follows:

1. The Pilot Program will be effective upon execution of this MOU by both parties and will end on December 31, 2022. The Pilot Program will not continue past that date unless the parties have agreed in writing upon a take home vehicle policy or on an extension of the pilot.

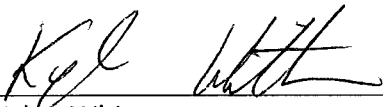
2. In order to be eligible for the Pilot Program, employees must live within a straight-line distance of 50 miles from the City. If the employee lives outside of this boundary, he/she must park the take home vehicle at a secure location, such as a police or fire station, within a straight-line distance of 50 miles from the City.
3. Take-home vehicles must be locked at all times if not in use. All weapons and computer equipment must be removed from the vehicle while parked at a residence or secured location unless the vehicle is parked inside an enclosed, locked garage.
4. Take-home vehicles may be used to drive to and from work only. No stops are allowed unless in the City of Issaquah, except for stops covered in item 7, below.
5. No passengers are allowed in take-home vehicles unless the employee has obtained prior approval from a supervisor.
6. Employees must be in their assigned uniform for the day and armed while driving a marked vehicle to and from their residence or secure parking location.
7. Emergency response and enforcement action during the employee's commute in the take-home vehicle shall be according to existing City policy. Stopping for fuel is allowed.
8. Any time a take-home vehicle is involved in a traffic collision regardless of how minor, a supervisor shall be notified immediately. Investigations will be conducted in accordance with existing City policy. Investigations may result in loss of an assigned take-home vehicle or may result in disciplinary action up to and including termination.
9. It is the employee's responsibility to schedule routine maintenance with Fleet staff. Routine maintenance should be scheduled at the City Fleet Shop. In the event of a collision or extended maintenance, the employee will be expected to find alternative means to get to work. It is the employee's responsibility to clean the interior and exterior of the vehicle and any equipment within the vehicle.
10. The City reserves the right to search or conduct inspections of take-home vehicles to ensure compliance with item 9, above. Employees have no expectation of privacy within the take-home vehicle.
11. Employees are responsible for fueling their vehicles, and fuel shall be paid for by the City. Employees shall endeavor to fuel vehicles at locations supported by City fuel cards if at all possible.
12. Employees are responsible for all fees, including tolls, camera enforcement, parking citations, etc. incurred off-duty.

13. Employees must follow all federal, state, and local laws while driving their vehicles. Employees shall not operate a City vehicle after consuming any alcohol or any other substances that would impair driving ability.
14. Use of a take home vehicle can be revoked at any time by the Chief or designee when it is determined to be in the best interest of the City or if the employee has failed to comply with departmental rules or regulations. Any violation of the terms set out above is cause to remove an assigned vehicle from an employee and shall not preclude additional disciplinary action. Revoking the use of a take home vehicle is not subject to the grievance procedure.
15. The City will only assign take-home vehicles as available currently in the City's fleet. Not all employees will be assigned a vehicle. Nothing in this MOU requires the City to purchase new vehicles. Once the City has determined how many vehicles are available for the Pilot Program, vehicles will be assigned first by interest, then by seniority.
16. Employees must sign a Take Home Vehicle Policy Acknowledgment form (attached to this MOU as Exhibit A) before being issued a take-home vehicle.
17. The City retains full authority to cease offering take-home vehicles at any time during the duration of the Pilot Program for any reason and without obligation to bargain the decision to end the program. In the event that the Pilot Program is discontinued, the City's obligations shall be satisfied by providing notice.
18. This new Pilot Program shall have no precedential value for negotiations. Actions taken by the City to effectuate this MOU and program are not subject to Article 19, Grievance Procedure, of the Parties' Collective Bargaining Agreement.
19. The MOU becomes effective when signed by both parties. In all other respects the CBA between the parties shall remain in full force and effect.

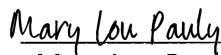
This is the entire agreement between the parties. Any prior understandings, written or oral, are deemed merged with its provisions. This MOU may be amended only in writing with the express consent of the parties. Except as expressly set forth herein, the underlying CBA shall remain full force and effect.

Issaquah Police Officers' Association

City of Issaquah, Washington



 Kylan Whittom
 Acting President
 Date: 08/25/2021

DocuSigned by:


 Mary Lou Pauly
 Mayor
 Date: 9/11/2021

DocuSigned by:


 Stephanie Johnson
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Certificate Of Completion

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Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ruzielle Ganuelas
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	135 E. Sunset Way
	Issaquah, WA 98027
	ruzielleg@issaquahwa.gov
	IP Address: 73.109.239.48

Record Tracking

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Signer Events

Stephanie Johnson
StephanieJ@issaquahwa.gov
Human Resources Director
City of Issaquah
Security Level: Email, Account Authentication (None)

Signature

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Stephanie Johnson
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Signature Adoption: Pre-selected Style
Using IP Address: 76.104.145.58

Timestamp

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Signed: 9/9/2021 12:16:46 PM

Electronic Record and Signature Disclosure:
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Mary Lou Pauly
MaryLouP@issaquahwa.gov
Mayor
City of Issaquah
Security Level: Email, Account Authentication (None)

DocuSigned by:
Mary Lou Pauly
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Signature Adoption: Pre-selected Style
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Certified Delivered	Security Checked	9/11/2021 8:48:19 AM
Signing Complete	Security Checked	9/11/2021 8:48:27 AM

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Issaquah:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gust@issaquahwa.gov

To advise City of Issaquah of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at gust@issaquahwa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Issaquah

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to gust@issaquahwa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Issaquah

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to gust@issaquahwa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Issaquah as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Issaquah during the course of your relationship with City of Issaquah.