

Memorandum of Understanding

to the Agreement by and between
the City of Kirkland and
Kirkland Police Guild Commissioned Staff

Proximity Housing Premium and Electric Take-Home Vehicles

May 2023

The Memorandum of Understanding (“MOU”) is entered into to document the mutual agreement between the City of Kirkland (“City” or “Employer”), and the Kirkland Police Guild - Commissioned Staff (“Guild” or “Union”). This MOU supplements and modifies the parties’ 2023-2025 Collective Bargaining Agreement (“CBA”).

A. Purpose

- 1) The purpose of this MOU is to implement an electric take home vehicle program and/or a proximity housing premium for all bargaining unit members, except for the K-9 handler and Motorcycle Officer(s), during the term of this MOU.
- 2) City intends to procure the electric take-home vehicles through a three-year lease that begins on July 1, 2023, and ends on June 30, 2026. At the termination of the current CBA in 2025, the program will be evaluated to determine if it continues to provide sufficient benefit to employees and the City of Kirkland. The MOU is subject to expiration, unless this MOU and program are explicitly extended or replaced by a mutual written agreement of both parties. Specifically, this MOU and the electric take-home vehicle program will expire on June 30, 2026, corresponding with the expected end of the three-year lease term, provided that if the majority of leases begin later than July 1, 2023, then this MOU will instead expire when the majority of the three-year leases expire.

B. Definitions

- 1) Proximity City – means a location within the city limits of the City of Kirkland or an adjoining city (specifically Bellevue, Bothell, Kenmore, Redmond, and Woodinville) or within 10 miles of the Kirkland Justice Center as determined by the City’s Geographic Information Systems (GIS) mapping.
- 2) Electric Take-Home Vehicle – A City-provided electric vehicle provided to bargaining unit members for commuting purposes.
- 3) Department Issued Take-Home Vehicles – Department-provided take-home vehicles provided to certain personnel for their use within their job assignments to facilitate a prompt response to critical incidents within the City of Kirkland. These vehicles are equipped with lights and sirens. Use and assignment of these vehicles is governed by Department policy.

C. Intent of Program

In the Employer's continuing effort to recruit and retain the best possible police officers for the City of Kirkland, the Employer recognizes the real impact that cost of living and housing prices have on Officers being able to afford to live near the City of Kirkland. Due to the high housing prices in Kirkland and the immediate surrounding areas, officers often live an extended distance away from the city of Kirkland, resulting in long commute times, which has a direct impact to an officer's expenses as it relates to fuel expenses and additional wear and tear on their personal vehicles.

In addition, the Employer also would like to have its officers live close to or in the city of Kirkland to enhance an officer's sense of community and investment to the community members. The Employer understands that local housing prices and availability often make this an unattainable goal for many officers. As such, the Employer is offering a proximity housing premium with a goal of supplementing those who choose to live within 10 miles of the City of Kirkland with a premium that is intended to help with the cost of local housing.

One of the City Council's goals is for a sustainable environment and this program will help achieve this goal by encouraging Officers to live in close proximity to the city or, if they live further away, by reducing the number of officers commuting to work in vehicles powered by a fossil fueled engine. This program will reduce the carbon footprint of City employees and continue to demonstrate that the City of Kirkland is a leader in its attempts to become more energy efficient and climate friendly.

D. Program Details

1) Proximity Housing Premium:

- a. Beginning July 1, 2023, all bargaining unit members who live in a Proximity City will receive a \$500.00 per month proximity housing premium on their paychecks while they live within a Proximity City.
- b. The proximity housing premium will cease being paid upon expiration of this MOU.

2) Electric Take-Home Vehicle:

- a. Beginning July 1, 2023, all bargaining unit members, except those members who live within a Proximity City and those members who receive a Department Issued Take-Home Vehicle, will receive an electric take-home vehicle for commuting purposes.
- b. If the Employer is not able to provide a bargaining unit member a vehicle by July 1, 2023, the Employer will provide a credit of \$500.00 per month to those members until a vehicle can be provided. This \$500.00 per month credit will become a lump sum payment that will be paid to the member when the member receives their electric take-home vehicle.
- c. Electric take-home vehicles will remain the property of the Employer but will be assigned to members per this MOU. Assignment of a specific vehicle is neither a

privilege nor a right of any member. The City reserves the right to exchange assigned vehicles as reasonably necessary in order to maintain the integrity of lease terms. Employees are expected to keep their cars clean, but the City will work with the Guild in the event that assigned vehicles are exchanged and one is in need of significant cleaning.

- d. Bargaining unit members assigned an electric take-home vehicle shall have the responsibility of ensuring the vehicle is sufficiently charged to commute to and from work. The Employer will be unable to provide sufficient charging capacity at the Kirkland Justice Center to charge each vehicle. The Employer will provide to each member assigned a City-provided electric take-home vehicle a one-time reimbursement up to \$500 towards the cost of installing charging equipment at the member's residence. Members must provide the Employer sufficient documentation of expenses incurred to receive reimbursement.
- e. Upon expiration of this MOU or upon any other circumstances requiring return or surrender of the vehicle, the member must return the vehicle to the Employer on the date specified by the Employer.

3) *Personal Electric Vehicle Premium:*

- a. Those bargaining unit members who would be eligible for an electric take-home vehicle under the provision of this MOU who can show the Employer proof of a privately owned or leased fully electric vehicle that they currently use for commuting may elect to receive a \$500.00 per month electric vehicle premium in lieu of an Employer provided electric take-home vehicle for as long as the member continues to use a private fully electric vehicle to commute to work.
- b. The private electric vehicle premium will cease being paid upon expiration of this MOU.

4) *Members Utilizing a Department Issued Take-Home Vehicle:*

- a. Any bargaining unit member who is assigned to the K9 Unit or the Traffic Unit as a motorcycle officer is already provided a Department-issued take-home vehicle and, as such, they will not receive an electric take-home vehicle or electric vehicle premium until the time that the bargaining unit member is transferred out of those units. When a member is later assigned to the K9 Unit or the Traffic Unit as a motorcycle officer, they will no longer be provided an electric take-home vehicle. As provided by existing policy, motorcycle officers will be provided access to a traffic vehicle with supervisor approval on inclement weather days when they are not permitted to ride their department motorcycles home per policy.
- b. Any bargaining unit member who is assigned to the Investigation Unit will be eligible for either the proximity housing premium or an electric take-home vehicle in accordance with this MOU. When those members are on-call as defined in the CBA, they will continue to have access to an official Department issued take-home vehicle to ensure their ability to respond to emergency incidents.

- c. Existing policy language found in the Department's Vehicle Use Policy will continue to be applicable to all official Department issued take-home vehicles and those members using Department issued take-home vehicles will be considered "on-duty" for the purposes of L&I and state collision reports.
- 5) *Use and Maintenance of City-Provided Electric Take-Home Vehicle:*
- a. Electric take-home vehicles are provided for the express purpose of commuting to and from work.
 - b. Bargaining unit members assigned an electric take-home vehicle may use this vehicle to conduct essential errands, such as transporting family members while on the way to or from work, attending medical appointments, or picking up groceries or prescriptions, as long as the stops do not deviate significantly from the normal route or distance to and from work. Use of the vehicle outside of these parameters are prohibited.
 - c. Unauthorized uses of City-provided electric take-home vehicles include but are not limited to:
 - Any personal commercial business
 - Any personal business outside of essential errands as outlined above
 - Any use on non-workdays
 - Loans to immediate family, friends, relatives, or any other non-departmental person
 - Any form of illegal activity
 - Political campaigns, including the use of the vehicle in parades or any other form of political sponsorship of a candidate
 - Any other uses prohibited by City policy.
 - d. Any bargaining unit member receiving an electric take-home vehicle must comply with City policies regarding City-owned vehicles, except as such requirements are explicitly exempted by this MOU. The City's vehicle use policies will be updated to address lease provisions and to include provisions similar to those contained in KPD Policy 703 regarding vehicle use.
 - e. The City will not be providing maintenance services for the City-provided electric take-home vehicles. However, the City will receive, as part of the leasing arrangement, maintenance packages for the vehicles. Members are responsible for ensuring timely scheduled maintenance of their assigned vehicle so that they are properly maintained consistent with the lease maintenance provisions and for otherwise facilitating overall maintenance of their assigned vehicles.
 - f. The City will not be providing roadside assistance services for the City-provided electric take-home vehicles. However, the City will receive, as part of the leasing

arrangement, roadside assistance services for vehicles to provide a bargaining unit member assistance in the event of a flat tire, dead battery, key locked in the vehicle, need for towing, or similar issue. If for some reason such a service is not included with the lease and/or in the event an incident occurs not timely covered by the roadside assistance service, the bargaining unit member is responsible for resolving the incident.

6) *Insurance:*

- a. The Employer shall maintain automobile liability coverage on the electric take-home vehicle consistent with other City-owned vehicles.
- b. Although the member is off-duty while using their City-provided electric take-home vehicle, the Employer agrees through this MOU that when a member driving their assigned City-provided electric vehicle while off-duty is at fault in a collision, the Employer will provide liability coverage for the member (which includes defense and indemnification), except that such coverage is excluded for members where the liability, defense costs, judgments, fines, or damages arise out of any intentional or criminal acts by the member.
- c. If the bargaining unit member is involved in a traffic collision that is found to be their fault or "preventable" per KPD policy or otherwise incurs damage to the electric take-home vehicle, the bargaining unit member shall be responsible for 50% of the insurance deductible paid by the Employer, but in any event not to exceed \$500.

7) *Collision, Damage, or Misuse:*

- a. If a bargaining unit member is involved in a traffic collision or otherwise incurs damage to the electric take-home vehicle, the involved employee shall promptly notify an on-duty supervisor and follow those steps as outlined in the Department's Traffic Collision Reporting Policy. Any collisions resulting from the use of an electric take-home vehicle will **not** be considered "on duty" for the purposes of L&I and state collision reports.
- b. Any damage to an electric take home-vehicle that was not caused by a traffic collision shall be immediately reported and documented in memorandum format and forwarded to the employee's assigned supervisor.
- c. In the event of a collision, damage, or suspected vehicle abuse or misuse, an administrative investigation will be conducted. If it is determined that there was any vehicle misuse or abuse or that any collision or damage was a result of negligent, reckless, or intentionally tortious conduct or operation, appropriate disciplinary action may result, and the member may lose access to the City-provided electric take-home vehicle.
- d. Any fines associated with automatic camera enforcement or parking regulations will be the responsibility of the member operating or assigned the electric take-

home vehicle.

8) *Tax Implications:*

- a. The proximity housing premium and personal electric vehicle premium are considered taxable income by the IRS.
- b. The City-provided electric take-home vehicle benefit provided by this MOU may be considered a taxable fringe benefit or other taxable income by the IRS. Current IRS guidelines – in Publication 15-B (2023) – indicate that the value of a fringe benefit is its fair market value and, for 2023, the fair market value of an employer-provided vehicle is the amount the employee would have to pay a third-party to lease the same/similar vehicle on same/comparable terms in the geographic area where the employee uses the vehicle.
- c. Items and amounts determined to meet IRS guidelines for taxable income or taxable benefits will be included on the employee's year-end W-2 form.

9) *Changes in Circumstance:*

- a. The parties will meet to find a reasonable solution to any changes in an employee's circumstances not specifically contemplated by this MOU regarding the proximity housing premium, the personal electric vehicle premium, or the provision of a City-provided electric take-home vehicles.
- b. For any change in circumstances resulting in the employee being paid a premium, the member must provide the Employer with at least two weeks' notice of their changed circumstances (*e.g.*, new residency, notice of intent to commute in a personal electric vehicle, etcetera) for the member to then receive the premium payment on their next regular paycheck.
- c. If a member subsequently becomes eligible to receive an electric take-home vehicle, the Employer will provide an electric take-home vehicle within a reasonable time, factoring in leasing efforts and vehicle acquisition.
- d. If a member subsequently becomes ineligible to receive an electric take-home vehicle, the member must promptly return the vehicle to the Employer.
- e. Specific Scenarios:
 - i. Any member who moves into a Proximity City after July 1, 2023, will receive the proximity housing premium on their regular paycheck starting the first month following their residency in the Proximity City or after timely notice. Upon relocating to a Proximity City, the member will no longer be eligible to receive an electric take-home vehicle because they will be receiving the proximity housing premium.
 - ii. For any member receiving the proximity housing premium who then moves out of a Proximity City, the proximity housing premium will cease following their residency in the new location. The member must notify the Employer

in writing within 14 days of their new address, and the member will then be eligible to receive an electric take-home vehicle.

- iii. If a member receiving the personal electric vehicle premium ceases using their private fully electric vehicle for commuting to work, the member must notify the Employer within 14 days, and the \$500 per month premium will cease. The member will again be eligible to receive an electric take-home vehicle.
- iv. If a member assigned an electric take-home vehicle subsequently acquires a privately owned or leased fully electric vehicle to use for commuting to work, the member may then elect to return their Employer provided electric take-home vehicle and instead receive the personal electric vehicle premium for as long as the member continues to use the private fully electric vehicle to commute to work. A member will receive the personal electric vehicle premium starting the first month after providing the Employer proof of the privately owned or leased fully electric vehicle that they will use for commuting.

E. General Provisions

- 1) The parties agree that nothing contained in this MOU creates a past practice and that the MOU is not precedent setting in any way.
- 2) This MOU, when signed by all representative parties, shall be binding upon the parties. Transmission of this MOU by Fax or Email, showing the original signature of a party shall be considered an original signature and shall be binding upon the signatory party.
- 3) This MOU is effective immediately upon signature by all representatives and the parties acknowledge and agree to the terms and conditions set forth in this MOU as evidenced by the signature(s) of the applicable parties below. This MOU and program will expire as provided in Section 1.

Signed this 22nd day of May, 2023.

FOR THE CITY:

Kurt Triplett
Kurt Triplett (May 22, 2023 16:16 PDT)
Kurt Triplett, City Manager
City of Kirkland

FOR THE GUILD:

Brian Frankeberger
Brian Frankeberger (May 22, 2023 10:55 PDT)
Brian Frankeberger, President
Kirkland Police Guild


Approved as Negotiated:



Truc Dever (May 22, 2023 08:26 PDT)

Truc Dever, Human Resources Director

Approved as to Form:



Darcey Eilers (May 22, 2023 10:18 PDT)

Darcey Eilers, Assistant City Attorney











Electric take home car and proximity housing premium MOU 05-22-23-Final

Final Audit Report

2023-05-22

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 Signer ktriplett@kirklandwa.gov entered name at signing as Kurt Triplett

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Signature Date: 2023-05-22 - 11:16:02 PM GMT - Time Source: server

 Agreement completed.

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