



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, February 8, 2022

7:00 PM

Online and Via Phone

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_u8feQDDnR-Oaf8Q7OFuBPQ

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION - NONE

3. PUBLIC COMMENT

(Estimated Time: 0-30 Minutes) (Sign-up Sheets are provided in the Foyer.)

During this portion of the meeting, community members may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these three areas: (1) on agenda items for which the City Council either held a Public Hearing in the last 45 days, or will hold a Public Hearing within 45 days, or (2) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (3) where the speaker promotes or opposes a candidate for public office or a ballot measure.

Individual comments are limited to two (2) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [22-0142](#) Approval of February 1, 2022 City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [22-0134](#) Approval of a Resolution Authorizing a Public Works Emergency Contract for Repair of Pavement on Henderson Boulevard SE

Attachments: [Resolution](#)

- 4.C [22-0135](#) Approval of a Resolution Authorizing a Public Works Emergency Contract for Repair of a Sinkhole on Mottman Road SW
Attachments: [Resolution](#)
- 4.D [22-0120](#) Approval of the Land Use and Environment Committee 2022 Work Plan
Attachments: [Work Plan](#)
- 4.E [22-0138](#) Approval of the Community Livability and Public Safety Committee 2022 Work Plan
Attachments: [Work Plan](#)
- 4.F [22-0057](#) Approval of a Labor Contract with the Local #468, International Association of Fire Fighters, Fire Mechanics
Attachments: [Contract](#)
[Economic Agreement Summary](#)

4. SECOND READINGS (Ordinances)

- 4.G [22-0098](#) Approval of an Ordinance Amending the Olympia Municipal Code to Change the Name of the City Council's General Government Committee to Community Livability and Public Safety Committee
Attachments: [Ordinance](#)

4. FIRST READINGS (Ordinances) - NONE

5. PUBLIC HEARING - NONE

6. OTHER BUSINESS

- 6.A [22-0039](#) Approval of an Ordinance Amending Olympia Municipal Code Chapter 2.38 Related to the Police Auditor
Attachments: [Ordinance](#)

7. CONTINUED PUBLIC COMMENT

(If needed for those who signed up earlier and did not get an opportunity to speak during the allotted 30 minutes)

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

9. CITY MANAGER'S REPORT AND REFERRALS

10. ADJOURNMENT

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Executive Assistant at 360.753.8244 at least 48 hours in

advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Approval of February 1, 2022 City Council Meeting Minutes

Agenda Date: 2/8/2022
Agenda Item Number: 4.A
File Number:22-0142

Type: minutes **Version:** 1 **Status:** Consent Calendar

Title

Approval of February 1, 2022 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, February 1, 2022

7:00 PM

Online and Via Phone

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_YumYDDdQRS-DhSuBAWuMVg

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, Councilmember Jim Cooper, Councilmember Yến Huỳnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Dontae Payne

1.A ANNOUNCEMENTS - NONE

1.B APPROVAL OF AGENDA

The agenda was approved.

1.C CONSIDERATION OF A RESOLUTION EXPRESSING COUNCIL SUPPORT FOR OLYMPIA SCHOOL DISTRICT NO. 111 PROPOSITION NO. 1, TECHNOLOGY AND CAPITAL PROJECTS REPLACEMENT LEVY

- 1.C [22-0099](#) Consideration of a Resolution Expressing City Council Support for the Olympia School District No. 111 - Technology and Capital Projects Replacement Levy

Olympia School District Superintendent Patrick Murphy shared a video describing the Technology and Capital Projects Replacement Levy. Mayor Selby opened the hearing. Joe Ingolia spoke. Mayor Selby closed the hearing.

Mayor Pro Tem Gilman moved, seconded by Councilmember Madrone, to adopt the resolution expressing City Council support for the Olympia School District No. 111 Proposition No. 1 - Technology and Capital Projects Replacement Levy. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huỳnh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

2. SPECIAL RECOGNITION

- 2.A [22-0107](#) Special Recognition - Proclamation Recognizing Lunar New Year

Councilmember Huynh discussed the significance of the Lunar New Year. Councilmembers read a proclamation. Olympia Area Chinese Association President Mingta Lin shared a video and information regarding a virtual Lunar New Year event, and information regarding how the holiday is celebrated in Asian communities.

The recognition was received.

2.B [22-0108](#) Special Recognition - Proclamation Recognizing Black History Month

Councilmembers read a proclamation honoring Black History Month. Councilmember Payne spoke to the significance of Black History Month and shared information regarding the achievements of Black Americans.

Equity, Inclusion and Belonging Coordinator Olivia Salazar de Breaux shared information regarding a virtual Black History Month event.

Hawk Foundation founder Javeon Byrd shared information regarding Black History Month and the event.

Parks, Arts and Recreation Director Paul Simmons gave an update on the Rebecca Howard Park.

The recognition was received.

2.C [22-0023](#) Special Recognition - Grant Awards from Washington State Department of Commerce to Complete a Westside Subarea Plan and Implement the Housing Action Plan

Principal Planner Joyce Phillips shared information regarding two grant awards the City received from the Washington State Department of Commerce for the Westside Subarea Plan and the implementation of the Housing Action Plan.

The recognition was received.

3. PUBLIC COMMENT - None

4. CONSENT CALENDAR

4.A [22-0103](#) Approval of January 18, 2022 City Council Meeting Minutes

The minutes were adopted.

4.B [22-0092](#) Approval of a Resolution of Authorizing a Lease Agreement with Parkmont Hilton, LLC for the Lease of Storage Space at 2621 Parkmont Lane SW

The resolution was adopted.

4.C [22-0106](#) Approval of 2022 City Council Intergovernmental Assignments

The decision was adopted.

4. SECOND READINGS (Ordinances)

- 4.D [21-1158](#) Approval of an Ordinance Adopting the 2021 Engineering Design and Development Standards Update

The ordinance was adopted on second reading.

- 4.E [22-0058](#) Approval of an Ordinance Authorizing Acceptance of a Donation by Providence St. Peter Hospital of \$100,000 to Assist Persons in Transition from Living on Ensign Road Right-of-Way by Providing Access to Homeless Services

The ordinance was adopted on second reading.

4. FIRST READINGS (Ordinances)

- 4.F [22-0098](#) Approval of an Ordinance Amending the Olympia Municipal Code to Change the Name of the City Council's General Government Committee to Community Livability and Public Safety Committee

The ordinance was approved on first reading and moved to second reading.

Approval of the Consent Agenda

Councilmember Parshley moved, seconded by Councilmember Payne, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

5. PUBLIC HEARING - NONE

6. OTHER BUSINESS

- 6.A [22-0104](#) Approval of a Resolution to Adopt the 2022-2028 Parks, Arts and Recreation Plan

Parks Planning and Design Manager Laura Keehan gave a brief overview of the 2022-2028 Parks, Arts and Recreation Plan.

Councilmember Parshley moved, seconded by Councilmember Cooper, to approve a Resolution adopting the 2022-2028 Parks, Arts and Recreation Plan. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

7. CONTINUED PUBLIC COMMENT - None

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meeting and events attended.

Councilmember Cooper discussed the work of Ralph Munro and Bob Barnes regarding the Capitol to Capitol Trail. He requested a Study Session with the Thurston Regional Planning Council to discuss the regional trail system. He also discussed a proviso Mr. Munro and Mr. Barnes are looking at to fund a parks system in Thurston County and asked the Council to support these types of conversations.

9. CITY MANAGER'S REPORT AND REFERRALS

City Manager Jay Burney reported the recruitment for the City's Police Chief has been reopened.

10. ADJOURNMENT

The meeting adjourned at 8:45 p.m.



City Council

Approval of a Resolution Authorizing a Public Works Emergency Contract for Repair of Pavement on Henderson Boulevard SE

Agenda Date: 2/8/2022
Agenda Item Number: 4.B
File Number:22-0134

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Resolution Authorizing a Public Works Emergency Contract for Repair of Pavement on Henderson Boulevard SE

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing a Public Works Emergency Contract for repair of pavement on Henderson Boulevard SE.

Report

Issue:

Whether to approve the Resolution authorizing a Public Works Emergency Contract for repair of pavement on Henderson Boulevard SE.

Staff Contact:

Fran Eide, PE, City Engineer, Public Works Engineering, 360.753.8422

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

City staff recently encountered potholes and pavement failures, caused by cold temperatures, snow, and then rain on Henderson Boulevard SE between Plum Street and North Street. Due to the severity of some of the pavement failures, one lane along a portion of Henderson Boulevard is closed. Failure of the road could result in threats to public safety and property damage. Delayed response to repair the pavement will necessitate even more costly repairs and expose motorists to potentially unsafe conditions.

The City Engineer determined that the situation on Henderson Boulevard SE constituted an emergency and entered into contract with Lakeside Industries for emergency repairs of the

pavement.

Public Works staff will continue to work with Lakeside to finalize the repairs.

Neighborhood/Community Interests (if known):

The neighborhoods and surrounding businesses will be notified of this work. City staff continue to monitor and fill potholes and maintain traffic control along the route, with a focus on Henderson Boulevard between the I-5 overpass and Plum Street, due to the type and volume of traffic.

Options:

1. Approve a Resolution authorizing a Public Works Emergency Contract for repair of pavement on Henderson Boulevard SE.
2. Do not approve a Resolution authorizing a Public Works Emergency Contract for repair of pavement on Henderson Boulevard SE.
3. Direct staff to modify the Resolution to return for approval at a later date.

Financial Impact:

The repairs are expected to cost between \$250,000 and \$350,000 and will be paid with Transportation capital funds.

Attachments:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON DECLARING AN EMERGENCY AND WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR REPAIR OF PAVEMENT ON HENDERSON BOULEVARD SE

WHEREAS, City staff recently encountered delamination of the pavement, caused by cold temperatures, snow, and then rain, on Henderson Boulevard SE between Plum Street and North Street, and the failure of the road could result in threats to public safety and property damage, including further damage to the pavement that could necessitate costly repairs; and

WHEREAS, RCW 39.04.280 defines an emergency as “unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) Will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken;” and

WHEREAS, the City Engineer determined that the situation on Henderson Boulevard SE constituted an emergency as defined in RCW 39.04.280 and thereafter entered into a contract without calling for bids with Lakeside Industries for emergency repairs of the road; and

WHEREAS, RCW 39.04.280 provides for an exemption from competitive bidding requirements for public works in the event of an emergency; and

WHEREAS, RCW 39.04.280 requires that, “if a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record;”

NOW, THEREFORE, BE IT RESOLVED that the Olympia City Council finds and declares that the repairs to the pavement on Henderson Boulevard SE between Plum Street and North Street constituted an emergency as defined in RCW 39.04.280 because the risk of further deterioration to the road and the associated unsafe driving conditions presented a real, immediate threat to public safety and property.

PASSED BY THE OLYMPIA CITY COUNCIL this ____ day of _____ 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY



City Council

Approval of a Resolution Authorizing a Public Works Emergency Contract for Repair of a Sinkhole on Mottman Road SW

Agenda Date: 2/8/2022
Agenda Item Number: 4.C
File Number:22-0135

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Resolution Authorizing a Public Works Emergency Contract for Repair of a Sinkhole on Mottman Road SW

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing a Public Works Emergency Contract for repair of a sinkhole on Mottman Road SW.

Report

Issue:

Whether to approve the Resolution authorizing a Public Works Emergency Contract for repair of a sinkhole on Mottman Road SW.

Staff Contact:

Fran Eide, PE, City Engineer, Public Works Engineering, 360.753.8422

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

On January 5, 2022, City staff encountered a sinkhole on Mottman Road SW.

Staff determined that failure of the road due to the sinkhole could result in threats to public safety and property damage, so the City Engineer declared an emergency and entered into a contract with Rognlin's Inc., of Aberdeen, for emergency repairs of the roadway.

Public Works staff worked with Rognlin's to complete the necessary repairs, finishing up work on January 13, 2022.

Neighborhood/Community Interests (if known):

The neighborhoods and surrounding businesses were notified of this work. Had this work not been completed in a timely manner, it could have severely impacted travel routes for the many businesses and residents in the area, including the Olympia School District bus barn.

Options:

1. Approve a Resolution authorizing a Public Works Emergency Contract for repair of a sinkhole on Mottman Road SW.
2. Do not approve a Resolution authorizing a Public Works Emergency Contract for repair of a sinkhole on Mottman Road SW.
3. Direct staff to modify the Resolution to return for approval at a later date.

Financial Impact:

Not-to-exceed contract amount of \$15,000.

Attachments:

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON
DECLARING AN EMERGENCY AND WAIVING COMPETITIVE BIDDING REQUIREMENTS
FOR REPAIR OF A SINKHOLE ON MOTTMAN ROAD SW**

WHEREAS, on January 5, 2022, City staff encountered a sinkhole on Mottman Road SW, and determined that failure of the road and sinkhole could result in threats to public safety and property damage; and

WHEREAS, RCW 39.04.280 defines an emergency as “unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) Will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken”; and

WHEREAS, RCW 39.04.280 provides for an exemption from competitive bidding requirements for public works in the event of an emergency and that, “if a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record”; and

WHEREAS, pursuant to OMC 3.16.030 and City Policy, authority has been delegating to the City Engineer to declare any public work an emergency so long as it meets the criteria set forth in RCW 39.04.280; and

WHEREAS, the City Engineer determined that the situation on Mottman Road SW constituted an emergency as defined in RCW 39.04.280, declared an emergency, and thereafter entered into a contract without calling for bids with Rognlin’s Inc., for emergency repairs of the road;

NOW, THEREFORE, BE IT RESOLVED that the Olympia City Council finds, declares, and affirms the City Engineer in that the repairs to Mottman Road SW constituted an emergency as defined in RCW 39.04.280 because the risk of the road collapsing from the sinkhole presented a real, immediate threat to public safety and property as did any development of the sinkhole into the vehicle travel lane.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY



City Council

Approval of the Land Use and Environment Committee 2022 Work Plan

Agenda Date: 2/8/2022
Agenda Item Number: 4.D
File Number:22-0120

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval of the Land Use and Environment Committee 2022 Work Plan

Recommended Action

Committee Recommendation:

The Land Use and Environment Committee recommends approval of their 2022 Work Plan

City Manager Recommendation:

Move to approve Land Use and Environment Committee 2022 Work Plan.

Report

Issue:

Whether to approve Land Use and Environment Committee 2022 Work Plan.

Staff Contact:

Leonard Bauer, Director, Community Planning and Development, 360.753.8206

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The Land Use and Environment Committee annually proposes to the City Council a program of work items to consider that year. The proposed 2022 Work Plan is attached. Items listed under "To Be Scheduled" may be considered in 2022 or 2023, depending on progress on each item.

Neighborhood/Community Interests (if known):

The work items on the Committee's work program are typically of interest to all neighborhoods and the entire community.

Options:

1. Approve draft 2022 work program.
2. Direct changes to draft 2022 work program and approve.
3. Direct changes to draft 2022 work program and refer back to Land Use and Environment Committee for additional review.

Financial Impact:

Staff work on all items on the draft 2022 work program are included in the City's adopted 2022 budget. There are items on the "To Be Scheduled" portion of the draft work program that may require additional funding that has not been identified.

Attachments:

Draft 2022 Work Program

LAND USE AND ENVIRONMENT COMMITTEE 2022 WORK PLAN
DRAFT

Meetings are the third Thursday of the month starting at 5:30 PM unless otherwise noted.

Agenda Item	Staff Responsible	Summary
January 20, 2022		
1. Port of Olympia Urban Waterfront Code Amendment	Cari Hornbein	Recommendation
2. Annual Code Enforcement Status Report*	JW Mahone	Briefing
3. LUEC 2021 Work Program*	Leonard Bauer	Recommendation
February 9, 2022		
SPECIAL MEETING: HEARING EXAMINER CANDIDATE INTERVIEWS		
February 17, 2022		
4. Sidewalks Update	Sophie Stimson	Briefing on maintenance, funding, prioritization. Examine other cities' approaches
5. Hearing Examiner Contract*	Tim Smith	Decision
6. Downtown Residential Parking Exemption Boundary	Joyce Phillips	Discussion and Recommendation
March 17, 2022		
7. Capital Mall Triangle Subarea Plan	TBD	Briefing and discussion of work program
8. Review of Parking Requirements and Permit Process	TBD	Briefing and discussion of work program. Include overview of development review process and public input opportunities.
9. Commercial Buildings Electrification/Decarbonization	Pamela Braff	City Council referral
April 21, 2022		
10. Water System Plan Update	Susan Clark	Briefing
11. Rental Housing Actions	Christa Lenssen	Discussion. Includes Council referral on tenant relocation.
12. SE Annexation	Tim Smith	Discussion and Recommendation

May 19, 2022		
13. Housing Metrics Update*	Max DeJarnatt	Briefing
14. Update on Neighborhood Centers Review Process	Cari Hornbein	Briefing
15. EV Charging/Solar-Ready Development	Pamela Braff	Briefing and Discussion
16. Solid Waste Plan Update	Gary Franks	Briefing
June 16, 2022		
17. EDDS 2021 Update*	Steve Sperr	Recommendation
18. Review of City Fees/Regulations to Reduce Effects on Housing Costs	Leonard Bauer/ Multi-department staff	Update on implementation
19. Downtown Creative District – Development Code Amendments	Marygrace Goddu	Recommendation on potential zoning and development code amendments to implement Creative District
July 21, 2022		
20. Joint Plan Update	Joyce Phillips	Progress report on Thurston County consideration of Joint Plan for Olympia UGA
21. MFTE Feasibility Study	Darian Lightfoot	Discussion
22. Urban Farmland	Leonard Bauer	Briefing
August 18, 2022		
23. Climate Action Plan Implementation*	Pamela Braff	Briefing, including potential residential retrofit strategy scoping
24. Comp Plan Periodic Update Process	Joyce Phillips	Briefing on process for 2025 Periodic Update
25. MFTE Program & other housing actions	Darian Lightfoot	Discussion of follow-on actions based on feasibility study; potential phase 2 study of other affordable housing tools.
September 15, 2022		
26. Martin Way Corridor Study	Sophie Stimson	Briefing
27. Development Agreement Code Revisions	Tim Smith	Recommendation (referral from Council)
28. Parking Strategy Implementation*	Max DeJarnatt	Briefing

October 20, 2022		
29. Capital Mall Triangle Subarea Plan	TBD	Briefing
30. Review of Parking Requirements and Permit Process	TBD	Briefing
November 17, 2022		
31. Neighborhood Centers	Cari Hornbein	Recommendation
32. Sea Level Rise Response Plan Implementation*	Eric Christensen	Briefing
December 15, 2022		
33. CPD 2023 Work Plan Update*	Tim Smith	Briefing
34. LUEC 2023 Work Plan*	Leonard Bauer	Discussion
To Be Scheduled		
35. LOTT Cost of Service Study	Rich Hoey	Briefing
36. Downtown Parking Enforcement	Max DeJarnatt	Briefing on proposed changes to implement Parking Strategy
37. Low Impact Development – Approach to Homeowner Improvements	Nicole Floyd	
38. Downtown Impact Fee Boundary	Tim Smith	Consider matching DT Strategy Boundary
39. Vacant Property Registration Program	John Mahone	Briefing and Recommendation
40. Subdivision Code Amendments	Joyce Phillips	
41. PSE Franchise Agreement	Rich Hoey/Fran Eide	Recommendation
42. North Thurston School District Impact Fee Ordinance	Tim Smith	Request from the school district to collect impact fees, and potential low-income housing exemption.
43. Transfer of Development Rights Program	Leonard Bauer	Review of program based on 2021 Regional TDR Summit
44. Urban Forestry and Tree Canopy	Shelley Bentley/ UF Team/Pamela Braff	Update on progress related to tree canopy goals in Comp Plan and Regional Climate Plan
45. Broadband Access	TBD/TRPC	Briefing on regional coordination efforts

*=regular LUEC work program items each year



City Council

Approval of the Community Livability and Public Safety Committee 2022 Work Plan

Agenda Date: 2/8/2022
Agenda Item Number: 4.E
File Number:22-0138

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval of the Community Livability and Public Safety Committee 2022 Work Plan

Recommended Action

Committee Recommendation:

The Community Livability and Public Safety Committee met on January 26 and approved to forward the Committee's Work Plan to the full Council for approval.

City Manager Recommendation:

Move to approve the 2022 Community Livability and Public Safety Committee Work Plan.

Report

Issue:

Whether to approve the 2022 Community Livability and Public Safety Committee Work Plan

Staff Contact:

Debbie Sullivan, Assistant City Manager, 360.753.8499

Presenter(s):

Debbie Sullivan, Assistant City Manager

Background and Analysis:

Each year, all Council Committees develop a work plan. On June 16, the City Council accepted staff's recommendation to realign the General Government Committee and the Ad Hoc Committee on Public Safety. The majority of the two Committee's work items will be combined into one committee -- Community Livability and Public Safety Committee.

Highlights of the 2022 work plan for the Committee include: recruiting, interviewing, and recommending appointments to Council for advisory boards, committees and commissions including eleven members to the new Social Justice and Equity Commission; reviewing updates to the Olympia Police Department's complaint process and policies; and discussing the Community Work Groups recommendations for Reimagining Public Safety.

The 2022 work plan allows time throughout the year to respond to emerging issues. Meetings are

scheduled for the fourth Wednesday of every month starting at 5:30 pm. However, additional meetings have been scheduled in March to interview candidates to fill vacancies on several Council advisory boards, committees, and commissions.

Neighborhood/Community Interests (if known):

There are no known community interests related to this item.

Options:

1. Approve the 2022 Community Livability and Public Safety Work Plan.
2. Approve the 2022 Community Livability and Public Safety Work Plan based on feedback from Council.
3. Propose changes to the Work Plan and approve as amended.

Financial Impact:

There is no financial impact related to this item.

Attachments:

Work Plan

Community Livability & Public Safety Committee 2022 Work Plan

Month	Agenda Item	Presenter	Action
Jan 26	1 2022 Work Plan	Debbie Sullivan	Council Recommendation
	2 Advisory Committee Applications	Kellie Purce Braseth	Update
	3 Discuss Stipends and Council Committees	Kellie Purce Braseth	Update
Feb 23	1 Recommendation of Call for Art for the Martin Way/Pacific Avenue Art Crossings Public Art Project	Stephanie Johnson	Council Recommendation
	2 Reimagining Public Safety: Listening & Learning	Stacey Ray	Update
	3 Discussion of Questions for Advisory Committee Exit Survey	Kellie Purce Braseth	Committee Recommendation
March 9	Special Meeting: Advisory Board Candidate Interviews	Kellie Purce Braseth	Council Recommendation
March 10	Special Meeting: Advisory Board Candidate Interviews	Kellie Purce Braseth	Council Recommendation
March 23	1 Annual Meeting with Advisory Chairs	Kellie Purce Braseth	
	2 Review Advisory Committee Work Plans	Kellie Purce Braseth	
April 27	1 Body Cameras - Scope, Schedule, Budget	Chief Rich Allen	Update
	2 OPD Complaint Form, Policy, and Procedure	Chief Rich Allen/Susan	
	3 2020 Demonstration & Crowd Control Review	Rich/OMW	
May 25	1 CDBG Action Plan	Darian Lightfoot	
	2 Reimagining Public Safety: Themes from Community Listening & Learning Sessions	Stacey Ray	
	3 DT Response Coordination Team	Mike Reid	Update
	4 Transgender Rights Resolution Action Items	Linnaea Jablonski	Update
June 22	1 Discuss Community Work Group Recommendations for Reimagining Public Safety	Stacey Ray	Council Recommendation
	2 Downtown Clean and Safe (Expansion Evaluation)	Mike Reid	
	3		
July 27	1 Advisory Committee Recruitment Process	Kellie Purce Braseth	Council Recommendation
	2 Discussion with the New Police Chief		Introduction
	3 Social Justice and Equity Commission	Tobi Hill-Meyer	Update
Aug. 24	1		
	2		
	3		
Sept. 28	1 Coalition of Neighborhood Assn. - MOU	Tim/Leonard	Council Recommendation

Community Livability & Public Safety Committee 2022 Work Plan

Month	Agenda Item	Presenter	Action
	2 Public Safety Plan Scope	Stacey Ray	Council Recommendation
	3		
Oct. 26	1 Citywide Equity Assessment & Strategic Plan	Linnaea Jablonski	Review Findings
	2 Police Auditor Review	Debbie Sullivan	Scope
	3		
Nov. 23	1		
	2		
	3		
Dec. 28	1		
	2		
	3		

Items to be scheduled:

Housing & Homelessness Work Plan
 Police
 Fire - peer support, OFD cares

Update
 Update
 Update



City Council

Approval of a Labor Contract with the Local #468, International Association of Fire Fighters, Fire Mechanics

Agenda Date: 2/8/2022
Agenda Item Number: 4.F
File Number:22-0057

Type: discussion **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Labor Contract with the Local #468, International Association of Fire Fighters, Fire Mechanics

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the labor agreement with the Local #468, International Association of Fire Fighters, Fire Mechanics and authorize the City Manager to execute the agreements.

Report

Issue:

Whether to approve the labor contracts between the City of Olympia and the Local #468, International Association of Fire Fighters, Fire Mechanics

Staff Contact:

Linnaea Jablonski, Human Resources Director, 360.753.8309

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The labor agreement with Fire Department Mechanics who are represented by Local #468, International Association of Fire Fighters (IAFF), AFL-CIO expired on December 31, 2021. The contract covers four (4) Fire Department Master Mechanics and one (1) Fire Department Operations Supervisor. The new agreement has been ratified by the Union. The proposed contract for Council's consideration is attached.

The contract has a three-year term that will expire on December 31, 2024. Significant changes to the contracts are in the areas of wages and benefits.

Wages

Wage increases for this contract is based on 90% of CPI-U with a 1% minimum and a 4% maximum wage increase. The increase in 2022 will be 4% based on the 2021 CPI-U.

Medical/Dental/Vision Benefits

The City agrees to pay the Northwest Fire Fighters Benefits Trust (NWFFT) 100% of the cost of the lowest base premium for employees enrolled with NWFFT \$1,500 Deductible Plan medical and vision premiums for the employee on a monthly basis. Previously, the City paid 95% of the cost of the lowest base premium for employees enrolled with NWFFT \$1,500 Deductible Plan. The cost associated to the benefits change is \$6,965 in 2022, \$2,389 in 2023, and \$2,449 in 2024.

Neighborhood/Community Interests (if known):

There are no known community interests.

Options:

1. Move to approve the labor agreement with the Local #468, International Association of Fire Fighters, Fire Mechanics and authorize the City Manager to execute the agreements.
2. Move to approve the labor agreement with the Local #468, International Association of Fire Fighters, Fire Mechanics with amendments, and authorize the City Manager to execute the agreements.
3. Do not approve the labor agreement with the Local #468, International Association of Fire Fighters, Fire Mechanics as proposed and direct staff as to next steps.

Financial Impact:

The cost to the City for implementing this contract in 2022 is \$26,660, which is included in the 2022 Operating Budget. A summary of the economic agreements is attached.

Attachments:

Contract
Economic Agreement Summary

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS - MECHANICS

(IAFF--MECHANICS)

AGREEMENT BETWEEN

THE CITY OF OLYMPIA, WASHINGTON

And

FIRE DEPARTMENT MECHANICS REPRESENTED BY

LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

January 1, 2022 - December 31, 2024

Preamble

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Preamble

This Agreement is entered into by the City of Olympia, Washington, hereinafter referred to as the City, and Local #468, International Association of Fire Fighters, AFL-CIO, representing the Fire Department Mechanics, hereinafter referred to as the Union.

**ARTICLE 1
RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining representative for the purposes of establishing wages, hours and other conditions of employment for all full-time and regular, part-time Fire Department apparatus mechanics and one operations supervisor employed in the Olympia Fire Department, excluding confidential employees, clerical employees and all other employees.

**ARTICLE 2
UNION BUSINESS**

- A. Dues Deduction: Upon receipt of a written and signed form from the member authorizing payroll deduction, the City will deduct each month Union dues from the member's wages in the manner prescribed by law; the amount so deducted shall be mailed each month to the Union.
- B. Union Meeting:
1. The Union shall be permitted to hold Union meetings on City premises during non-duty hours.
 2. City time and premises may be used to meet with City Officials to address grievances involving members.
 3. No other formal Union business shall be conducted upon the premises without the prior permission of the Fire Chief or their designee.
 4. This section is not intended to prohibit casual conversation of Union business between Union members on City premises, provided that such conversations shall not take place in a manner which disrupts department personnel in the performance of their duties.
- C. The Union agrees that its officers, agents, affiliated organizations, and members of the bargaining unit will not solicit merchants, businesses, residents or citizens located within the City of Olympia for contributions, donations or to purchase tickets for any Union sponsored performance or advertising in any Union or Union related publication or associate membership in the Union or any Union related organization without thirty (30) days prior written notice to the City Manager. Such notice shall include the dates such activity shall begin and end, the entities involved in such fund raising and the methods to be employed in the specific campaign.

**ARTICLE 3
UNION SECURITY**

- A. The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss Union membership with a Union staff representative. Such neutrality does not preclude the Employer from informing its employees that their job is not dependent on joining the Union.
- B. For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to IAFF 468 monthly. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.
- C. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. When employee is a union member, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.
- D. The union agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken by the City at the direction of the Union under provisions of this Article.

**ARTICLE 4
MANAGEMENT RIGHTS**

All powers, authorities, functions and rights not specifically and expressly restricted by this Agreement are retained by the City and shall continue to be subject to exclusive management control.

- A. Management retains all rights granted by statute to operate and manage the function of the City, to control, direct, and schedule its operations and workforce, and to make any and all decisions affecting such operation, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include, but not be limited to, the sole and exclusive right to hire, terminate, promote, lay off, assign, classify, evaluate, transfer, suspend, discharge, and discipline employees; select and determine the number of employees, including the number assigned any particular work; increase or decrease that number; direct and schedule the workforce; determine the location and type of operation; determine the schedule when overtime shall be worked; install or move equipment; determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance by employees of the Employer.

- B. Should the Employer consider contracting or subcontracting out bargaining unit work, the Employer shall give the Union a thirty (30) day written notice of such consideration, including the reasons for the contracting out. Prior to the City making a final decision, the Union will have thirty (30) days from the receipt of the notice to meet with the City and provide input and state their case for or against contracting out bargaining unit work. The decision to contract out rests solely with the Employer. The City and the Union will negotiate the impacts of such contracting out on the employees as required by law. The timelines above shall not apply to short-term subcontracting or assignment of bargaining unit work to non-bargaining unit employees in response to emergencies, unforeseen circumstances (e.g. situations when bargaining unit personnel are not readily available or when specialized skill or equipment is required), or when extraordinary manpower is needed beyond that available in the bargaining unit.

- C. The only qualifications to the retention of rights set forth above shall be those rights specifically abridged or modified by this Agreement.

**ARTICLE 5
SENIORITY AND REDUCTION IN FORCE**

- A. Seniority: Seniority shall be determined by the date of initial continuous regular, full-time employment. The date of initial employment shall be the actual date the member begins their employment. If there is a tie with both members having the same ranked placement, the flip of a coin shall break the tie for seniority purposes.
- B. Reduction in Force/ Lay off/ Recall The City agrees to follow the [*City Policy 24 Sections 4.2.5, 4.3, 4.4, and 4.5*](#) when considering reductions in force of personnel covered by the Agreement. It is understood that if the City proposes changes to this Policy, that these changes will be negotiated as they pertain to the fire mechanics.

ARTICLE 6
DISCIPLINARY FILE RECORDS

- A. Disciplinary material in an employee's personnel file may be considered in progressive discipline. Upon the employee's written request to the Fire Chief, documentation of oral reprimand or admonishment may be removed in twelve (12) months, written reprimands and disciplinary documents may be removed at twenty-four (24) months with the following exceptions, which shall supersede the provisions stated above:
1. Any specific date for removal stated on the disciplinary document shall be followed.
 2. Discipline for a violation of the City's Policies covering harassment, discrimination and workplace violence shall not be removed from the employee file.
 3. Any disciplinary action involving suspension or removal of pay equating to 40 hours or more shall not be removed.
 4. Last Chance Agreements shall not be removed unless a removal date or circumstance is specified in the document.

ARTICLE 7
UNIFORMS and CDLs

- A. Safety/Uniforms: The City will supply all safety equipment (including shop jacket and coveralls), rain gear, and uniforms subject to review by the fire department uniform committee. These items will be replaced as needed on an exchange basis. All employees who are provided uniforms are required to wear these and report to work in neat appearance as directed by the City. A uniform allowance account is established for each member to cover uniform replacement. The Labor-Management Team will determine the uniform menu and will establish the uniform account allowance for all workgroups.
- B. Commercial Driver's Licenses: Commercial Driver's License fees shall be borne by the City. Non-City training or testing shall not be compensated. The City will reimburse out-of-pocket expenses associated with required health exams, up to the rate contracted by the City with a vendor for a required health exam. The choice of vendor and rates will remain the decision of the City. If the employee wishes to use a medical service other than the contracted vendor, the City will reimburse only up to the amount contracted with the City-selected vendor; the employee will be responsible for charges in excess of the contracted amount. The City will not pay for Washington State driver's licenses.

**ARTICLE 8
HEALTH AND SANITATION**

The Fire Chief shall issue, and may from time to time revise, written guidelines specifying reasonable safety practices that shall be followed by department personnel in the fulfillment of their assigned responsibilities.

**ARTICLE 9
BENEFITS AND RETIREMENT**

The City agrees to allow the Union to purchase its own medical, dental and vision plans through the Northwest Fire Fighters Benefits Trust (NWFFT).

A. Employee and Dependent Dental/Orthodontia: The City will pay the NWFFT entire dental premium costs for the member and their dependents (if any) for the NWFFT Delta Dental of Washington Incentive Plan 7 and Orthodontia \$1,000 Plan.

B. Employee Medical

1. The City agrees to pay the Northwest Fire Fighters Benefits Trust (NWFFT) 100% of the cost of the lowest base premium for employees enrolled with NWFFT \$1,500 Deductible Plan medical and vision premiums for the employee on a monthly basis. Costs for dependent coverage shall be shared as called for in **Article 9-D**.
2. Union members will be able to choose between the NWFFT \$1,500 Plan and the AWC Kaiser Co-Pay Plan 2.
3. With 90 days' notice, the parties agree that the Union may negotiate to return to the AWC Healthcare plans offered at that time by the City; and
4. The Union agrees that if at any time the NWFFT ceases to provide coverage for LEOFF 1 retirees or changes the plan to the detriment of the City (costing the City more than currently being paid); the Union members will revert to the AWC Healthcare plans being offered at that time.
5. The Union agrees that all administration of the NWFFT Healthcare plans will be done by individuals outside the City of Olympia staff, and that any calls to City staff regarding NWFFT Healthcare plans will be referred to the NWFFT plan administrator. The Union agrees to provide contact information to the City where employees questions about the NWFFT Healthcare plans can be referred.
6. The Union, through its Medical Plan Administrator, agrees to annually (month of January) provide the City a certification stating that all members of the Union have been given the opportunity to accept insurance with the NWFFT and a list of all employees that have accepted the insurance offer, and those members opting out of insurance with the NWFFT.

C. Cost Containment

1. For 2022 , 2023, and 2024, the cost to the City for the NWFFT Plans shall not exceed the cost of the AWC Healthfirst 250 medical plan, Washington Dental Service Plan F, Washington Dental Service Orthodontia Plan III, and vision plans and premiums in effect as of January 1 of that year including any discounts earned by the City.
2. Any costs above the AWC plan premiums (medical, dental, vision) in effect in 2022, 2023 and 2024 shall be borne by the employee.
3. If at any time during this contract period either the AWC Regence Healthfirst 250 Plan or NWFFT \$1,500 Plan coverages see reduced coverages from their current levels, both parties agree to bargain the impacts on the savings available to pay for member VEBA contributions.
4. For 2022, 2023 and 2024, the cost to the City for NWFFT LEOFF 1 coverage shall not exceed the cost of the 2020 and/or 2021 AWC Med Advantage and Plan A premiums. If the NWFFT LEOFF 1 plans do exceed the cost of the AWC plans, both parties agree to bargain the impacts.

D. Dependent Medical: The City and the member shall share in premium costs for dependent medical insurance as provided by the City. The City shall pay eighty-five percent (85%) and the member shall pay fifteen percent (15%) of the total premium.

E. Life Insurance: The City agrees to pay for term life insurance of \$20,000 (twenty-thousand dollars) coverage for each employee and shall make available through payroll deduction the purchase of additional life insurance coverage for employee, spouse and dependents of the City employee. The above benefits and levels of coverage shall be applicable to all regular full-time employees in the bargaining unit. New employees shall be allowed one (1) week in which to determine coverage options. Regular part-time employees who work at least twenty (20) hours per week shall be entitled to the above coverage at a pro-rated premium based on the FTE percentage.

F. Long Term Disability: The City shall pay for a long term disability insurance plan providing a minimum fifty percent (50%) base salary replacement and a 180-day waiting period. An optional program to enhance this benefit is available to employees at their own expense.

- G. Retirement: The City shall cover employees in accordance with the applicable State pension system requirements.
- H. Optional Insurance Benefits: Benefits are made available to members that members pay 100% of the premiums through payroll deduction. Examples include, but are not limited to, flexible spending accounts, and disability insurance. Members who subscribe, will be fully responsible for any premium increase for such optional benefits.
- I. VEBA (for NWFFT Members):
1. The City will contribute \$2,000 per year for a member and \$4,000 per year for a member with dependents to the VEBA plan administered by BPAS.
 2. The VEBA contributions will be distributed to all active members no later than January 15 of each year.
 - a. For members who separate from the City before the end of the calendar year, the member will only be entitled to receive a prorated share based upon the number of months employed and must return the balance to the City. Any amount owed to the City will be withheld from the member's final paycheck.
 3. After annual rates have been published by AWC and NWFFT for the following year:
 - a. Both the Union and the City agree in the event cost increases for AWC are above that of the NWFFT, this will result in an increase in VEBA contributions by the City (including premiums, dental, orthodontia, vision, and LEOFF 1 coverages);
 - b. The increase of contributions will be equal to the full savings realized by the City and will be equally distributed to participating members of the NWFFT.
- J. Medical Opt-Out Incentive: Employees who opt-out of the City's and/or NWFFT Medical Insurance plans, shall receive \$250 per month in lieu of any City provided medical insurance benefits provided Federal or State Law allows. Notification of those members who opt-out of the NWFFT plans shall be provided by the NWFFT Plan Administrator. An employee of a married couple or dependents employed with the City that are covered by the City insurance may not receive the \$250 opt-out provision for refusing the City's insurance.

**ARTICLE 10
GRIEVANCE PROCEDURE**

- A. The purpose of this procedure is to provide for an orderly method for resolving grievances. A determined effort shall be made to settle any such differences informally through direct communication. Only when issues cannot be resolved informally shall the more formal grievance procedure be used. The City also agrees to allow reasonable time during work hours for one (1) union representative to investigate and process grievances, attend formal contract negotiation meetings and labor management meetings.

- B. For the purpose of this Agreement, a grievance is defined as a dispute, which arises between the members and the City and shall be limited to a dispute or disagreement involving the interpretation, application or alleged violation of any provision of this Agreement.

- C. The formal procedure for addressing all grievances is as follows:

STEP 1. Grievances shall be filed by the union in writing with the Chief of the Fire Department within fifteen (15) calendar days after the member(s) involved knew or should reasonable have known of the occurrence giving rise to the grievance. The written grievance shall include the following:

- 1. a statement of the grievance and such facts as are deemed relevant;
- 2. specific provision or provisions of the contract which are alleged to have been violated;
- 3. remedy sought; and
- 4. any other material deemed relevant.

The Fire Chief shall attempt to resolve the grievance within ten (10) working days after receipt of the written grievance.

STEP 2. If the solution proposed for the grievance by the Fire Chief is unsatisfactory to the Union, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the Fire Chief, the written grievance shall be presented to the City Manager or their designee. The City Manager or their designee shall respond to the grievance within ten (10) working days following the submission of the grievance to the City Manager.

STEP 3. If the solution proposed for the grievance by the City Manager or their designee is unsatisfactory to the Union, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the City Manager, then the grievance as considered in Step 2 may be submitted to arbitration by the union in accordance with the following procedures:

- a. Notice of arbitration shall be given by the union within ten (10) working days following the issuance of the solution proposed by the City Manager or their designee. A representative of the Union and the City Manager or their designee shall meet within five (5) working days after notice of arbitration has been given to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Public Employment Relations Commission, Federal Mediation and Conciliation Service or the American Arbitration Association to provide a list of seven (7) arbitrators. After agreeing on which arbitration service to use, the party shall alternately strike names from the list, a coin flip determining which party strikes the first name. The last remaining name shall be requested to hear the grievance.
- b. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be kept private and shall include only such parties in interest and/or designated representatives. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute their judgment on a matter or condition for the City where the City has not negotiated and limited its authority on the matter or condition. The arbitrator shall render their decision within thirty (30) calendar days after the final hearing. Decisions of the arbitrator within these stated limits shall be final and binding upon the parties to the grievance, provided that the decision does not involve any actions by the City, which are beyond its jurisdiction. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
- c. The fees and expenses of the arbitrator and the proceedings shall be borne equally by the City and the Union. Each party shall be responsible for all costs of

preparing and presenting its case including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the costs of such records, provided that in the event the other party subsequently requests a copy of said records, the cost shall be borne equally.

- d. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals greater than fifteen (15) calendar days prior to the date when such grievance shall have first been presented.
- e. In the event, the arbitrator finds that they have no authority or power to rule in the case, the matter shall be referred back to the merits of the case and with a written statement indicating the reasons for the arbitrator's conclusion.

D. A grievance will be deemed to have been waived if the grievant member or Union chooses to take a grievance matter to any city, state or federal agency.

E. Any and all-time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure of the member or the Union to submit the grievance in accordance with these time limits without a waiver of the time limits by the City shall be deemed an abandonment of the specific grievance. For the purposes of this Article, "Working Days" shall mean Monday through Friday, normal City business days, but shall not include City holidays occurring during the normal business week. A grievance or arbitration proceeding may be terminated at any time upon receipt of a complete authorized statement from the Union and the grievant member stating that the matter has been resolved to the satisfaction of the Union and the grievant member.

ARTICLE 11
RULES AND REGULATIONS

The Union agrees that its members shall comply in full with City policies and Fire Department rules, regulations, policies and procedures including those relating to conduct and work performance. The employer agrees those Department rules, regulations, policies and procedures adopted which affect working conditions and performance may be subject to the grievance procedure as to whether or not there has been a violation of such rule, regulation, policy or procedure.

**ARTICLE 12
HOURS OF WORK AND OVERTIME**

- A. Hours of Work: Work schedules are established by the City to accommodate business and operational needs of a respective functional work area. The regular work cycle shall consist of seven (7) days, and the work week shall consist of five (5) consecutive days of eight (8) consecutive hours, Monday through Friday, excluding the meal period, followed by two (2) days off. The regular work cycle will run from 12:00 a.m. Monday to 11:59:59 p.m. the following Sunday.
- B. Alternate Work Schedules: Use of alternate work schedules (e.g. 4-10s, 9-80s, or alternate starting and ending days, etc.) may be permitted at the discretion of the City and may be denied, revised or discontinued with a minimum of two (2) weeks' notice to the affected employees and the Union based on the operational needs of the City. Changes to these schedules will be handled in the manner described in section C – Work Schedules of this Article.
- C. Work Schedules: Regular work schedules shall be posted in all work locations. Temporary changes to established work schedules may be made by mutual consent between the employee and supervisor to address operational needs, seasonal workload needs, personal or family needs of the employee, or accommodations for light duty assignments. If the changes are not by mutual consent, temporary changes of up to two (2) months may be made with a minimum of two (2) weeks prior written notice to the Union and the affected employee(s), except when the City Manager determines emergency action is required, in which case, notice shall be given as soon as reasonably possible under the circumstances.
1. The City reserves the sole right to determine operational needs. When the City believes a permanent schedule change is necessary to meet operational needs, it will notify the Union in writing. The City and Union will bargain in good faith any changes in hours of work necessary to meet the defined operational needs, using the process described in the **attached addendum**. Schedule changes proposed by the Union that do not adversely affect the operations of the City will be discussed and may be implemented with mutual agreement.
 2. Employees shall be allowed at least ten (10) hours off between shifts. If they are required to return to work sooner or receive less than two (2) weeks' notice of a

schedule change, (except in the case of an emergency, e.g. unavailable staff resources due to illness or injury) they shall be paid at the overtime rate for the ensuing shift. When possible, notice will be given the prior afternoon to employees who are requested to report to work other than their usual work site. This section excludes employees assigned to standby duty.

3. If any employee works overtime in the field any time between 11 p.m. and 5 a.m., the on-call employee will receive nine (9) hours off for rest and recuperation before reporting back to work. This shall occur immediately following the completion of the last call out. In addition, an employee will not work more than 16 hours in a 24-hour period without nine (9) hours off between shifts. This rest and recuperation period may be increased at the supervisor's discretion. If an employee does not adhere to the nine (9) hours off for rest and recuperation or works more than 16 hours in a 24-hour period, the employee will be placed on administrative leave and paid at the normal straight time rate for the period when the time-off break overlaps with the employee's regularly scheduled shift. An employee that has worked 16-hours in a 24-hour period may not be on-call during the nine (9) hours rest and recuperation period. The supervisor will assign the on-call duty to another eligible person. This policy would typically be triggered during a major event when supervisors are actively managing the workforce and are able to reassign call duty.
4. If the regular work schedule chose by the division involves the use of a scheduled "flex day", these "flex days" will be chosen annually based upon seniority.

D. Rest and Meal Breaks: Each employee shall be authorized one (1) fifteen (15) minute paid break, scheduled as near as possible to the middle of each half shift, and a thirty (30) minute unpaid meal break as near as possible to the middle of the shift. Employees may be required to remain on the job site during paid breaks.

E. Overtime: Overtime shall be paid for full-time schedules for any time worked in excess of the normally scheduled full-time workday and shall be compensated at the rate of time and one-half.

1. Scheduled overtime shall be offered equitably among qualified employees (does not include temporary or seasonal employees) desiring to work it. The City reserves the right to assign overtime if no one offers to work.

2. Overtime may be paid or accrued as compensatory time as agreed in advance by the employee and supervisor. Employees shall not accrue in excess of 80 (eighty) hours compensatory time, which can be cashed out at any time. However, all compensatory time accrued through January 31st will be cashed out annually in February 20th paycheck.
- F. Emergency Shifts: Employees who are working other than their regular shifts to perform emergency operations shall normally work no more than twelve (12) consecutive hours, which shall include a paid thirty (30) minute mid-shift break and three (3) fifteen (15) minute breaks. Schedule change requirements authorized above are waived for emergency operations.
- G. Standby and Call Out: Employees placed on standby are required to remain within a geographic range of allowing a maximum of one (1) hour arrival time to the assigned work location, barring any special circumstances. Telephones will be provided to those employees. Standby pay shall be paid at a percentage of Step 5 Master Mechanic regular, straight-time hourly rate for each hour of standby.
- Regular standby - 7.5%
 - Holiday (New Year's Day, July 4th, Thanksgiving, and Christmas Day)- 15%
1. A call out is defined as any call received by an employee who is off duty but requires the employee to engage in work. Employees who are called out shall be paid at the overtime rate for a minimum for two (2) hours, provided that if the call out occurs between 11:00 p.m. and 5 a.m. the two (2) hour minimum will be paid at two (2) times the regular rate of pay for the duration of the call out. There will be no additional compensation for calls taken by an employee who is already in active call out status unless the time spending in call out exceeds two (2) hours. An employee is considered to be "in active call out status" from the time the employee receives the call out until the employee has completed the task(s) required and has left the job site, provided that if the employee receives an additional call before the end of the two hour period, it will be considered an extension of the initial call. When an employee is called back to work within one (1) hour of the beginning of their regularly scheduled workday, the employee shall be compensated at one (1) hour of overtime.

2. When the call can be resolved over the telephone, the employee will receive overtime pay at fifteen (15) minute increments. If the resolution is by telephone between 11 p.m. and 5 a.m., the compensation will increase to thirty (30) minute increments at two (2) times the regular rate of pay.
 3. Whenever two (2) or more overtime or premium rates are applicable to the same hour or hours, there shall be no pyramiding or adding together of such overtime or premium pay rates, and only the higher of the applicable rates shall apply.
 4. When an employee takes sick leave due to the employee's illness or an illness within the immediate family, the employee will not be eligible for standby or callback until after they have returned to work for a full shift. The supervisor will assign the standby to another eligible employee as necessary.
 5. The shop supervisor, or designee will be in charge of finding standby coverage when an employee who is scheduled to be on "standby time" has an emergency situation for either themselves or an immediate family member.
- H. City Vehicles: The mechanic assigned to standby (on call) is assigned a take home vehicle for the purpose of responding to emergency operations. Mechanics are expected to follow all city and department rules regarding the use and maintenance of city vehicles. The City retains the right to discontinue the usage of take home vehicles at any time and for any reason.
- I. Training Time: Training work time as defined by the Fair Labor Standards Act (FLSA), which is in excess of the normal daily shift may be compensated in time off on an hour for hour basis as long as the total work time does not exceed forty (40) hours per week. Work in excess of forty (40) hours per week shall be compensated per the overtime provision of this agreement.

**ARTICLE 13
SALARIES**

As of January 1, 2022, the salary schedules for members covered by this agreement are as follows:

Master Mechanic – Fire Department					
	1	2	3	4	5
Hourly					
Semi					
Monthly					
Annual					

Operations Supervisor – Fire Fleet					
Hourly					
Semi					
Monthly					
Annual					

- A. Effective January 1, 2022, 2023 and 2024 members will receive a wage increase based on 90% of the preceding years Seattle CPI-U. with a minimum of 1% and a maximum 4%.
- B. Working Out of Classification: Whenever an employee is required to perform all, or substantially all, of the duties of another higher paid represented classification and when assigned by a Supervisor for a period in excess of two full shifts, the employee shall receive a five percent (5%) increase or shall be paid at the initial step of the higher paid position, whichever is greater, for the entire period.
- C. Longevity: Additional monthly pay shall be awarded for longevity to members of the department on the following scale:

5 – 9 Years	10 – 14 Years	15 – 19 Years	20 – 24 Years	25+ Years
1.50%	3.00%	4.00%	5.00%	6.00%

D. CERTIFICATIONS

-OFD Mechanics are encouraged to maintain certifications for two different tracks, Fire Apparatus Technician and Ambulance Technician. These tracks require testing for both Automotive Service Excellence (ASE) and Emergency Vehicle Technician (EVT) to obtain each of the 3 levels leading up to Mastery. The pro-pay shall be applied to base salaries at the following schedule starting on January 1, 2019:

Fire Apparatus Technician

Ambulance Technician

Level 1 -Level 3	.5%			

-At the completion of all certifications above, the member becomes a Master Mechanic and an additional 1 %will be applied to base salary, to a max compensation of 4%.

MINIMUM REQUIREMENTS TO MAINTAIN

A twice annual audit will be performed by the Chief Fire Mechanic or his / her designee to maintain certification due to expiration.

Due to the difficulty of test scheduling, pro-pay will not be removed for:

ASE Certifications - Until 6 months past date of expiration or EVT Certifications - Until 12 months past date of expiration.

ARTICLE 14

SICK LEAVE

Sick Leave for the Mechanics will be in accordance with [City Policy 13-Leave, Subsection 4.3 Sick Leave.](#)

It is understood that if the City proposes changes to this Policy, that these changes will be negotiated as they pertain to the fire mechanics.

**ARTICLE 15
VACATIONS**

Vacation for the Mechanics will be in accordance with [City Policy 13-Leave, Subsection 4.2 Vacation](#). It is understood that if the City proposes changes to this policy, that these changes will be negotiated as they pertain to the Mechanics.

**ARTICLE 16
PAID HOLIDAYS**

A. The following holidays are recognized and observed by the City as paid holidays for regular full-time employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Juneteenth	

B. The City agrees to follow the [City Policy 10 Holidays](#) regarding holidays. It is understood that if the City proposes changes to this policy, that these changes will be negotiated as they pertain to the Mechanics.

C. When a holiday falls on a scheduled day off, an alternate day off shall be scheduled within two (2) weeks. Up to twenty-four (24) hours for 8 hour shifts, 27 hours for 9 hour shifts, and 30 hours for 10 hour shifts, of holiday time may be accrued provided it is used within ninety (90) days from the date earned.

ARTICLE 17
WELLNESS

- A. The Union agrees to follow the [City Policy 8](#) regarding wellness. It is understood that if the City proposes changes to this policy, that these changes will be negotiated as they pertain to the Mechanics.
- B. The Union agrees that all members will comply with [City Policy 5 Drug and Alcohol](#).

ARTICLE 18
SEVERABILITY CLAUSE

- A. If any Article, or part thereof, of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Article or addenda.

- B. It is agreed between the parties that nothing in this Agreement intends to abrogate existing monetary benefits not specifically referred to in this Agreement.

ARTICLE 19.
ENTIRE AGREEMENT

- A. The parties acknowledge that each has had the right to make demands upon the other to negotiate, fully and in an unlimited manner, the terms and conditions of this Agreement.
- B. Pursuant to the unlimited right to make demands upon the other, the parties waive during the life of this Agreement the right, if any there be, to negotiate during the term of this Agreement.
- C. The parties recognize that this Agreement embodies the full and entire agreement as between the parties and no previously existing practices shall be binding on either side unless specifically set forth herein.

**ARTICLE 20.
TERM OF AGREEMENT**

- A. This Agreement shall become effective January 1, 2022 or the date signed by the last party signing the Agreement (whichever date is later) and shall remain in effect until December 31, 2024.

- B. Should either party wish to inaugurate collective bargaining discussion over changes they may wish to introduce into this Agreement, it is agreed that notice of the intent to bargain shall be mailed to the authorized parties signatory to the Agreement by August 31 of the final year of the contract.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS ____ DAY OF _____ 2022.

FOR THE CITY OF OLYMPIA

FOR LOCAL #468, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS/MECHANICS,
AFL-CIO

Steven J. Burney, City Manager

Steven Busz, President

**IAFF, LOCAL #468
ECONOMIC AGREEMENTS SUMMARY
December 29, 2021**

The City and the Union are currently negotiating the labor contract for the period January 1, 2021 – December 31, 2024. The following summarizes the proposed agreement:

ITEM	AGREEMENT	ESTIMATED ANNUAL COST INCREASE
COLA on Salary	2022: 4% 2023: *1.0% Min/4.0% Max 90% of Seattle CPI-U 2024: *1.0% Min/4.0% Max 90% of Seattle CPI-U	2022: \$19,695 2023: \$12,802 2024: \$13,124
Increase of Benefits	2022: 2023: 2024:	2022: \$6,965 2023: \$2,389 2024: \$2,449
2022	TOTAL: As a percentage of annual payroll:	\$26,660 5.5%
2023	TOTAL: As a percentage of annual payroll:	\$15,191 3.1%
2024	TOTAL: As a percentage of annual payroll:	\$15,573 3.1%

*COLA on salary for 2023 and 2024 are estimated at 2.5%.



City Council

Approval of an Ordinance Amending the Olympia Municipal Code to Change the Name of the City Council's General Government Committee to Community Livability and Public Safety Committee

Agenda Date: 2/8/2022
Agenda Item Number: 4.G
File Number:22-0098

Type: ordinance **Version:** 2 **Status:** 2d Reading-Consent

Title

Approval of an Ordinance Amending the Olympia Municipal Code to Change the Name of the City Council's General Government Committee to Community Livability and Public Safety Committee

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Ordinance amending the Olympia Municipal Code to change the name of the General Government Committee to the Community Livability and Public Safety Committee.

Report

Issue:

Whether to change the name of the City Council's General Government Committee to Community Livability and Public Safety Committee.

Staff Contact:

Jay Burney, City Manager, 363.753.8447

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

At its annual retreat on January 15, 2022, the Olympia City Council decided to change the name of its General Government Committee to Community Livability and Public Safety Committee to better reflect the nature of the committee and the topics it considers.

At the February 1st Council meeting, staff shared that the topic areas each Committee covers would be updated to reflect the decisions made at Council's annual retreat. Those changes have been

made to the ordinance.

Neighborhood/Community Interests (if known):

There are no known community interests related to this Ordinance.

Options:

1. Approve the Ordinance as presented.
2. Direct staff to make changes to the Ordinance based on Council feedback.
3. Do not take any action

Financial Impact:

There are no financial impacts related to this Ordinance.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATED TO COUNCIL COMMITTEES; AND AMENDING CHAPTERS 2.06 AND 2.100, AND SECTIONS 12.62.020, 12.72.055, AND 16.44.055 OF THE OLYMPIA MUNICIPAL CODE

WHEREAS, at its annual retreat on January 15, 2022, the Olympia City Council decided to change the name of its General Government Committee to Community Livability and Public Safety Committee to better reflect the nature of the committee and the topics it considers;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Amendment of OMC 2.06. Olympia Municipal Code Chapter 2.06 is hereby amended to read as follows:

Chapter 2.06

COUNCIL COMMITTEES

2.06.000 Chapter Contents

Sections:

2.06.010 Created.

2.06.020 Performance of tasks.

2.06.030 Assignment of members – Chairperson.

2.06.050 Recommendation of advisory board and commission members.

2.06.060 Council appointment to interlocal or interjurisdictional boards and commissions.

2.06.070 Terms--Vacancy filling.

2.06.010 Created

There are created the following committees of the City Council along with a general description of topics for their consideration:

A. ~~General Government Committee: Public safety, operational policy, economic development, housing, general government issues, boards and commissions;~~ Community Livability and Public Safety Committee: Public health; public safety; social justice; diversity, equity, and inclusion; arts and recreation; general government issues, community-member advisory boards, commissions and committees;

B. Land Use and Environment Committee: Planning, housing, transportation, environment, utilities, parks, community development, neighborhoods;

C. Finance Committee: ~~finance/budget~~ Finance, budget, economic development.

2.06.020 Performance of tasks

The committees created in this chapter shall perform such tasks in line with the subjects described in Section 2.06.010, or as may be referred to them by the City Council.

2.06.030 Assignment of members – Chairperson

Councilmembers shall be assigned to a committee as determined by the City Council after each Council election. A chairperson for each committee shall be selected by the Council to preside over committee meetings. If necessary, each committee shall meet at least once a month or more, depending on the committee’s agenda, at date(s) and time(s) available to committee members.

2.06.050 Recommendation of advisory board and commission members

Repealed. Reference OMC 2.100.040.

2.06.060 Council appointment to interlocal or interjurisdictional boards and commissions

The City Council shall determine the Councilmember(s) to be appointed to the various boards and committees created by interlocal agreement or for interjurisdictional committees, commissions or boards.

2.06.070 Terms –Vacancy filling

The terms shall be for two-year periods, commencing on January 1st, of each even-numbered year. The terms for members of the Committee of the Chairs shall be co-extensive with the terms for members of the committees set forth in OMC Section 2.06.010. Vacancies occurring prior to the expiration of these terms shall be filled in the same manner as set forth in this chapter for regular appointments.

Section 2. Amendment of OMC 2.100. Olympia Municipal Code Chapter 2.100 is hereby amended to read as follows:

Article I. COMMUNITY-MEMBER ADVISORY BOARDS, COMMISSIONS AND COMMITTEES APPOINTED BY THE OLYMPIA CITY COUNCIL

2.100.010 Purpose

The purpose of this chapter is to create specific community-member advisory boards, commissions and committees appointed by the City Council, and provide uniform policies for the boards, commissions and committees enabled herein, to the extent possible. From time to time, the City Council may create advisory ad hoc boards, commissions and committees and appoint community members to such advisory groups. Ad hoc boards, commissions and committees shall be of a limited duration determined by the Olympia City Council. Community members appointed to the City Council’s ad hoc boards, commissions and committees shall serve without compensation unless specifically retained as consultants, except for the stipend provided in OMC [2.100.040.C](#) below.

2.100.020 Boards, Commissions and Committees Established

All community-member boards, commissions and committees appointed by the City Council shall be established by Ordinance of the City Council and which shall contain a statement of purpose and of duties. Except as may be otherwise provided by ordinance, the boards, commissions and committees appointed by Council are advisory in nature.

2.100.030 List--Community-Member Boards, Commissions and Committees Appointed by the Olympia City Council

The boards, commissions and committees appointed by the City Council are:

- A. Arts Commission (See OMC [2.100.100](#) - [2.100.240](#))
- B. Bicycle and Pedestrian Advisory Committee (See OMC [2.100.250](#) - [2.100.270](#))
- C. Design Review Board (See OMC [18.76](#))
- D. Heritage Commission (See OMC [18.12](#))
- E. Lodging Tax Advisory Committee (See OMC [2.100.280](#) - [2.100.310](#))
- F. Parks and Recreation Advisory Committee (See OMC [2.100.320](#) - [2.100.340](#))
- G. Planning Commission (See OMC [2.100.350](#) - [2.100.410](#))
- H. Utility Advisory Committee (See OMC [2.100.420](#) - [2.100.440](#))
- I. Home Fund Advisory Board (See OMC [2.100.450](#) - [2.100.480](#))

- J. Community Member Representatives for Police Use of Force Events (See OMC [2.100.500](#) - [2.100.530](#)).
- K. Social Justice and Equity Commission (See OMC 2.100.600-2.100.630)

2.100.040 Members

- A. Number of Members. Except as may be otherwise provided by ordinance, each board, commission or committee shall consist of nine (9) members appointed by the City Council.

- B. Residency. Except as may be otherwise provided in the Olympia Municipal Code regarding a specific board, commission or committee, the majority of members on each board, commission and committee shall reside within the corporate limits of the City of Olympia or the City of Olympia Urban Growth Area.
 - 1. This provision shall not apply to a board, commission or committee member when there is a member vacancy during a term of office resulting in less than a majority of the remaining members residing within the corporate limits of the City of Olympia or the Urban Growth Area. In this case, the residency requirement may be suspended for the remainder of the term that was vacated.

- C. Compensation. All board, commission and committee members shall serve without compensation, but shall receive a stipend of Twenty-Five and no/100 Dollars (\$25.00) per meeting attended to defray expenses such as transportation, meals and child care. A member may waive receipt of any stipend offered by the City of Olympia. If a member certifies in writing they are a low-income person, as administratively determined by the City of Olympia, the stipend shall be \$50.00 per meeting attended.

- D. Appointment.
 - 1. Members are appointed by majority vote of the Olympia City Council in an open public meeting.
 - 2. Members serve at the discretion of the City Council and may be removed from office for any reason by majority vote of the City Council in a public meeting.
 - 3. City employees are not eligible for appointment to a board, commission or committee during the term of their employment with the City.

- E. Recruitment. The City Council's ~~General Government~~ Community Livability and Public Safety Committee shall develop and implement a public process to recruit potential board, commission and committee members.

- F. Diversity. Given the applicant pool and qualifications at the time of member recruitment, the City Council shall strive, to the best of its ability, to achieve diversity in geographic residence within the City, gender, age, profession, race and ethnicity on each board, commission and committee. No geographic, gender, age, profession, race, nor ethnicity restrictions shall be placed on applicant eligibility.

- G. Non-Partisan. All board, commission and committee positions are non-partisan.

2.100.050 Term of Office

- A. The term of office for board, commission and committee positions shall be three (3) years, except as modified by the City Council, and such terms shall commence on April 1.

- B. The terms shall be staggered so that as near as possible one-third of each board's, commission's and committee's membership shall expire each year.

- C. Terms shall be limited to three (3) full terms, nine (9) years, on any one board, commission or committee (except for the Design Review Board and the Heritage Commission). Partial terms will not be counted toward the number of terms considered. Community Members or residents who have reached the term limit on any one board, commission or committee remain eligible to apply and serve on a

different board, commission or committee. Upon a motion properly made and seconded, the City Council may waive a term limit restriction upon a vote of a majority of the City Council.

2.100.060 Vacancies

A. Vacancies on boards, commissions or committees occurring during the term of office shall be filled based upon a timeline determined by the City Council's ~~General Government~~ Community Livability and Public Safety Committee.

B. Any person appointed to fill a vacancy shall be appointed for the remainder of the unexpired term.

2.100.070 Rules of Procedure and Bylaws

The ~~General Government~~ Community Livability and Public Safety Committee of the City Council shall establish Rules of Procedure and Bylaws for boards, commissions and committees.

2.100.080 Annual Work Plan

Each board, commission and committee, except the Design Review Board, and Community Member Representatives for Police Use of Force Events, shall present an annual work plan to the City Council for approval in a format and within parameters determined by the City Council's ~~General Government~~ Community Livability and Public Safety Committee. Substantive changes to the work plan after approval by the City Council shall be submitted to the ~~General Government~~ Community Livability and Public Safety Committee for consideration and recommendation to the full Council.

2.100.090 Staff Liaison Support

The City Manager, or designee, shall appoint a primary staff liaison for each board, commission and committee to ensure that meeting notifications and recordkeeping occurs consistent with applicable State laws; to provide professional guidance, issue analysis and recommendations; to assist the board, commission and committee with research, report preparation, and correspondence in keeping with the board's, commission's or committee's Council-approved work plan; and to perform other board, commission and committee liaison duties as may be assigned by the City Manager or designee.

Section 3. Amendment of OMC 12.62.020. Olympia Municipal Code Section 12.62.020 is hereby amended to read as follows:

12.62.020 Naming of City-owned Public Buildings and Properties – Procedure.

A. Whenever the City Council wishes to consider naming a City-owned building or property, the issue shall be referred to the City Council's ~~General Government~~ Community Livability and Public Safety Committee to establish the specific process and to make a recommendation(s) to the full Council.

B. Before taking action, the City Council shall provide an opportunity for public comment on the recommendation(s) from the ~~General Government~~ Community Livability and Public Safety Committee.

Section 4. Amendment of OMC 12.72.055. Olympia Municipal Code Section 12.72.055 is hereby amended to read as follows:

**Chapter 12.72
FESTIVAL EVENTS**

12.72.055 Appeal - Denial or Revocation or Permit

Any sponsor aggrieved by the action of the City in refusing to issue any permit or revoking a permit issued under this chapter shall have the right to appeal such to the ~~General Government~~ Community Livability and Public Safety Committee of the Olympia City Council, or such other hearing body as may

hereafter be established by the City Council, by filing a notice of appeal with the Council's Secretary within ten (10) calendar days of issuance of notice of the denial or revocation. Any appeal shall be accompanied by a statement indicating the grounds for such appeal. The hearing body shall set a date for hearing such appeal, to take place within twenty (20) calendar days of the date of receipt of the notice of appeal, unless the appellant agrees to a longer time frame. If the twentieth day falls on a weekend or holiday, the next business day would be the final day for holding a hearing. At such hearing the appellant and other interested persons may appear and be heard, subject to rules of the hearing body. The hearing body shall render its decision on the appeal within ten (10) business days following the close of the appeal hearing. The decision of the hearing body is final.

Section 5. Amendment of OMC 16.44.055. Olympia Municipal Code Section 16.44.055 is hereby amended to read as follows:

16.44.055 Excessive false alarms

A. Service charges for false alarms from any one location shall be assessed as follows:

1. For the first two false alarms within any continuous 90 day period, no charge will be assessed.
2. For the third false alarm within a continuous 90 day period, a charge of \$50.00 will be assessed.
3. For the fourth false alarm within a continuous 90 day period, a charge of \$75.00 per false alarm will be assessed.
4. For the fifth false alarm and every false alarm thereafter within a continuous 90 day period a charge of one hundred fifty dollars per false alarm over four will be assessed.

If the ~~chief of police~~ Chief of Police determines that a new system has been installed or adequate repairs have been made to an existing alarm system, a new continuous 90 day period, for purposes of this section, shall commence following the new installation or satisfactory repair.

Any false alarm involving a patrol response from the ~~police department~~ Police Department will be considered a billable alarm.

B. False alarm penalties referred to in this section will be billed directly by the ~~city~~ City to the alarm customer involved in the false alarm. A copy of the billing will be sent to the alarm company if applicable. If the ~~city~~ City does not receive payment of the penalty amount within 60 days from the date of the billing, the ~~city~~ City may terminate police response to the alarm until the penalty is paid.

C. There is created within the ~~city~~ City an alarm board consisting of the ~~police chief~~ Police Chief, or the ~~police chief's~~ Police Chief's designee, the ~~fire chief~~ Fire Chief, or the ~~fire chief's~~ Fire Chief's designee, two representatives of the alarm industry, and two members of the public-at-large. The public members of the board shall be appointed by the ~~city council~~ City Council upon the recommendation of the ~~General Government~~ Community Livability and Public Safety Committee.

D. The alarm board shall serve to review and make recommendations to the ~~chief of police~~ Chief of Police on theft detection and hold-up alarm matters and to the ~~fire chief~~ Fire Chief on fire alarms, including giving the ~~chief of police~~ Chief of Police a recommendation on any extenuating circumstances that the ~~chief of police~~ Chief of Police should consider in assessing a penalty for any billable false alarms.

E. Any alarm customer may, within 10 days of receiving notice of a service charge for a false alarm, appeal the charge to the ~~city manager~~ City Manager or the ~~city manager's~~ City Manager's designee if the alarm customer feels that the charge was improperly assessed. A decision by the ~~city manager~~ City Manager or the ~~city manager's~~ City Manager's designee on the appeal shall be final.

F. The Olympia Police Department will respond only to alarms approved by the ~~city~~ City of Olympia under Article II, Section 16.44.040(2). The ~~chief of police~~ Chief of Police may refuse to allow police response due to repeated failure of equipment or circuitry, multiple false alarms, or failure to comply with all the provisions of this chapter.

Section 6. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 7. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 8. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 9. Effective Date. This Ordinance shall take effect five (5) days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Amending Olympia Municipal Code Chapter 2.38 Related to the Police Auditor

Agenda Date: 2/8/2022
Agenda Item Number: 6.A
File Number:22-0039

Type: ordinance **Version:** 1 **Status:** 1st Reading-Not Consent

Title

Approval of an Ordinance Amending Olympia Municipal Code Chapter 2.38 Related to the Police Auditor

Recommended Action

Committee Recommendation:

The General Government Committee met on October 27, 2021, and unanimously approved forwarding to the full City Council a recommendation to modify the duties, responsibilities, and scope of work of the Police Auditor and to renew the contract with Ogden Murphy Wallace.

City Manager Recommendation:

Move to approve the Ordinance Amending OMC Chapter 2.38 related to the Police Auditor and forward to second reading.

Report

Issue:

Whether to approve the Ordinance Amending OMC Chapter 2.38 related to the Police Auditor and forward to second reading.

Staff Contact:

Debbie Sullivan, Assistant City Manager, 360.753.8499

Presenter(s):

Debbie Sullivan, Assistant City Manager

Background and Analysis:

On September 20, 2002, City Council approved Ordinance No. 6220, which added to the Olympia Municipal Code a new Chapter 2.38 - Police Auditor (OMC 2.38). The stated purpose of the Police Auditor is to "provide an independent review and audit of investigations of complaints about the Police Department and/or its employees" in order to increase public trust and confidence in the professional accountability systems of the Police Department.

OMC 2.38 states that City Council selects the Police Auditor and may do so under a professional

services contract. OMC 2.38 also specifies the term of service and qualifications, as well as the duties and responsibilities of the Police Auditor. In compliance with OMC 2.38, the City Council retained their first Police Auditor on January 28, 2003. A Police Auditor was in place every year until 2009. Due to the Great Recession, the funding was cut starting in 2010.

During the 2020 budget process, Council passed Ordinance No. 6220, reinstating the Police Auditor with the understanding that future updates to OMC 2.38 would be considered and evaluated before hiring the next Police Auditor. The General Government Committee met on October 27, 2021, to evaluate the duties and responsibilities of the Police Auditor. The Committee unanimously approved forwarding the recommended changes to OMC 2.38 to the full Council before entering into a new contract for Police Auditor services. In summary, the changes address the following:

- Review of the Police Department’s response to public demonstrations and crowd control when an event results in an act of violence.
- Clarification on the Police Auditor’s review of and recommendations to policies, procedures, and training based on audit findings.

If Council approves the proposed amendments to OMC 2.38, staff will bring a contract to Council at a future meeting for their consideration. The General Government Committee unanimously approved continuing to contract with Ogden Murphy Wallace.

Staff will present an overview of the Police Auditor work in 2021, recommended changes to the OMC 2.38, and next steps.

Neighborhood/Community Interests (if known):

Transparency and accountability of the Olympia Police Department are a high priority for the community. Police Auditor services are one way for the City to ensure that the Olympia Police Department’s professional standards, internal investigations, and complaint processes meet best practices.

Options:

1. Approve the Ordinance Amending OMC Chapter 2.38 to reflect changes to the Duties and Responsibilities of the Police Auditor and forward to second reading.
2. Direct staff to make changes to the Ordinance Amending OMC Chapter 2.38 based on Council feedback and forward to second reading.
3. Do not approve the Ordinance Amending OMC Chapter 2.38.

Financial Impact:

Council appropriated \$100,000 in the 2022 Operating Budget for Police Auditor Services.

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATED TO THE POLICE AUDITOR AND AMENDING OLYMPIA MUNICIPAL CODE CHAPTER 2.38

WHEREAS, the Olympia City Council finds and determines that the purpose of retaining a Police Auditor is to provide an independent review and audit of investigations into complaints about the Olympia Police Department and/or its employees; and

WHEREAS, the Council is committed to providing an independent process to increase public trust and confidence in the professional accountability of the Olympia Police Department; and

WHEREAS, amendments are necessary to OMC Chapter 2.38 to add additional duties and responsibilities required of the Police Auditor with regard to use of force as defined in Olympia Police Department General Orders and police response to public demonstrations and crowd control, when an event results in an act of violence, to determine if the Olympia Police Department response was in alignment with the Police Department’s Guiding Principles for Demonstration and Crowd Control; and

WHEREAS, the Council also finds that amendments are required so the Police Auditor shall review and recommend revisions to Olympia Police Department policies, procedures, and training related to complaints, use of force, and the internal investigative process based on audit findings, and that revisions should be in alignment with best practices regarding diversity, equity, and inclusion while ensuring public safety and protection of First Amendment and other constitutional rights;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Amendment of OMC 2.38. Olympia Municipal Code Chapter 2.38 is hereby amended to read as follows:

Chapter 2.38

POLICE AUDITOR

2.38.000 Chapter Contents

Sections:

- 2.38.010 Police Auditor.
- 2.38.020 Purpose.
- 2.38.030 Selection and compensation.
- 2.38.040 Term of service.
- 2.38.050 Termination of service.
- 2.38.060 Qualifications.
- 2.38.070 Duties and Responsibilities.
- 2.38.080 Reporting.
- 2.38.090 Confidentiality.
- 2.38.100 Independence of the Police Auditor.

2.38.010 Police Auditor

The City Council may, by contract, retain the services of a Police Auditor. The Police Auditor shall be totally independent from the Police Department and shall report to the City Council.

2.38.020 Purpose

The purpose of retaining a Police Auditor is to provide an independent review and audit of investigations of complaints about the Police Department and/or its employees. The specific goal is to increase public trust and confidence in the professional accountability systems of the Police Department.

2.38.030 Selection and Compensation

The Police Auditor shall be selected by the City Council. The Police Auditor may be retained under a professional service contract for the term specified in this Chapter, under conditions and for compensation determined appropriate by the City Council.

2.38.040 Term of Service

The term of the Police Auditor professional service contract shall be one year. The Police Auditor may be retained for further one-year terms as determined appropriate by the City Council.

2.38.050 Termination of Service

The professional services contract of the Police Auditor may be terminated under the conditions set forth by the Council in the contract.

2.38.060 Qualifications

The Police Auditor shall have the following minimum qualifications:

- A. A history of exemplary personal and professional conduct and integrity;
- B. The ability to establish a broad base of credibility in the community;
- C. A law degree or an advanced degree in a relevant social science;
- D. Knowledge of and experience with contemporary investigative techniques;
- E. Knowledge of labor law as applied to public safety employees;
- F. Excellent written and oral communications skills; and
- G. Facility with basic social science statistical analysis techniques.

2.38.070 Duties and Responsibilities

The Police Auditor shall have duties and responsibilities set forth in this Section, as follows:

- A. The Police Auditor shall review police professional standards investigations relating to complaints about the Olympia Police Department or its employees to determine if the investigations meet the standard of being complete, thorough, objective, and fair.

~~B. The number of complaint cases to be reviewed annually shall include all complaints about police employees which allege the use of excessive or unnecessary force, civil rights violations, or bias and any other cases described in the contract. The Police Auditor shall review all uses of force as defined in Olympia Police Department General Orders.~~

~~C. Each investigative audit conducted by the Police Auditor is intended to be an impartial review of the Police Department's internal investigative process and a verification of the Department's compliance with established policy and procedure. Investigative audits shall not duplicate or interfere with any internal investigation. Materials utilized by the Police Auditor in investigative audits are confidential and anonymous, containing the name of no employee, complainant, or witness. The Police Auditor shall also review the Police Department's response to public demonstrations and crowd control when an event results in an act of violence to determine if the Police Department response was in alignment with the Police Department's Guiding Principles for Demonstration and Crowd Control.~~

~~D. Each investigative audit conducted by the Police Auditor is intended to be an impartial review of the Police Department's internal investigative process and a verification of the Police Department's compliance with established policy and procedure. Investigative audits shall not duplicate or interfere with any internal investigation. Materials utilized by the Police Auditor in investigative audits are confidential and anonymous, containing the name of no employee, complainant, or witness.~~

~~E. The Police Auditor shall make a written request to the Chief of Police for further investigation whenever the Police Auditor concludes that further work is needed for an investigation to meet the established standard. The Chief of Police may respond to such requests from the Police Auditor either by providing the additional investigation or by providing the Police Auditor with a written explanation indicating the reasons why the requested investigation is not being completed. The City Manager shall be provided with a copy of the written response in all cases where the Chief of Police elects not to conduct additional investigation requested by the Police Auditor.~~

~~F. The Police Auditor shall review and recommend revisions to Police Department policies, procedures, and training related to complaints, use of force, and the internal investigative process based on audit findings. Revisions will be in alignment with best practices regarding diversity, equity, and inclusion, while ensuring public safety and protection of First Amendment and other constitutional rights.~~

2.38.080 Reporting

At a minimum, the Police Auditor shall file a mid-year and an annual report with the City Council, and shall provide the City Manager and Chief of Police with a copy. The reports shall include, but not be limited to:

- A. A listing of each complaint case audited during the reporting period, indicating the following:
 1. The complaint type;
 2. Whether additional investigation was requested, and, if so, the type of response provided (i.e., compliance with the request or receipt of a written explanation);
 3. A finding on each case audited indicating either:
 - a. That the case met the established investigative standard; or
 - b. After response to a request for further investigation, the case failed to meet the investigative standard, and reasons supporting such finding.
- B. An analysis of key trends and patterns; and

C. Recommendations for revisions to process, policy, procedure or training stemming from the audit process.

D. A list of the updated policies, procedures and trainings related to the Police Auditor Scope of Work.

2.38.090 Confidentiality

The Police Auditor shall be bound by and shall comply with all state and federal laws relating to access to and confidentiality of law enforcement records and information, and to the privacy rights of individuals. The Police Auditor shall not produce any report which contains the name of any individual police employee, complainant, or witness unless required by state law.

2.38.100 Independence of the Police Auditor

At all times, the Police Auditor shall be totally independent and findings, requests for further investigations, recommendations, and reports shall reflect the views of the Police Auditor alone. No person shall attempt to influence or undermine the independence of the Police Auditor in the performance of the duties and responsibilities set forth in OMC 2.38.070.

Section 2. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED: