



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, May 23, 2017

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [17-0557](#) Special Recognition - Presentation by Garden Raised Bounty (GRuB)

2.B [17-0558](#) Special Recognition - Proclamation Recognizing National EMS Week

Attachments: [Proclamation](#)

2.C [17-0539](#) Special Recognition - National Police Week

3. PUBLIC COMMUNICATION

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

During this portion of the meeting, citizens 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 three (3) 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 COMMUNICATION (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [17-0581](#) Approval of May 16, 2017 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.B [17-0582](#) Approval of Bills and Payroll Certification
Attachments: [Bills and Payroll Certification](#)
- 4.C [17-0462](#) Approval for Bid Award for Small Diameter Water Pipe Replacement
Attachments: [Summary of Bids Received](#)
[Vicinity Map](#)
- 4.D [17-0468](#) Approval of Bid Award for Martin Way Intersection Overlays
Attachments: [Summary of Bids](#)
[Vicinity Map](#)
- 4.E [17-0525](#) Approval of Bid Award for the 4th Avenue Bridge Painting Project
Attachments: [Construction Contract](#)
[Vicinity Map](#)
- 4.F [17-0526](#) Approval of Investment Policy Changes
Attachments: [Investment Policy with Proposed Changes](#)
- 4.G [17-0562](#) Approval of Labor Contract with the Olympia Police Guild
Attachments: [Economic Agreements Summary 2017-2019](#)
[Agreement 2017-2019](#)
- 4.H [17-0578](#) Approval of a Resolution Regarding Petty Cash and Change Funds
Attachments: [Resolution](#)

4. SECOND READINGS

- 4.I [17-0516](#) Approval of Ordinance Amending Olympia Municipal Code Section 9.16.020, Disorderly Conduct
Attachments: [Ordinance](#)

4. FIRST READINGS

- 4.J [17-0564](#) Approval of Ordinance Appropriating Parking Business Improvement Area (PBA) Funds for the Collective Visions Mural Project
Attachments: [Ordinance](#)
- 4.K [17-0549](#) Approval of Ordinance Appropriating Funds to the Shared Leave Special Account
Attachments: [Ordinance](#)
- 4.L [17-0583](#) Approval of Ordinance Amending OMC 6.04.050, Regulations and Violations Relating to Pet Animals

Attachments: [Ordinance](#)

5. PUBLIC HEARING

6. OTHER BUSINESS

6.A [17-0559](#) Thurston 911 Communications (TCOMM 911) Update

6.B [17-0441](#) Update on Sea Level Rise Response Planning Process Scope of Work

Attachments: [Draft AECOM Scope of Work](#)

[Summary Sea Level Rise Response Plan](#)

[Project Schedule](#)

6.C [17-0561](#) Public Works Project Overview

7. CONTINUED PUBLIC COMMUNICATION

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

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.B CITY MANAGER'S REPORT AND REFERRALS

9. EXECUTIVE SESSION

9.A [17-0563](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter

9. 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 Council

Special Recognition - Presentation by Garden Raised Bounty (GRuB)

Agenda Date: 5/23/2017
Agenda Item Number: 2.A
File Number: 17-0557

Type: recognition **Version:** 1 **Status:** Recognition

Title

Special Recognition - Presentation by Garden Raised Bounty (GRuB)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive the update on the GRuB Program. Briefing only; no action requested.

Report

Issue:

Whether to receive an update about the GRuB program.

Presenter(s):

Katie Rains, Executive Director
Students

Background and Analysis:

Through the GRuB in the Schools Initiative, disengaged and/or low-income students earn credits while learning about and contributing to their local food systems. They focus on the themes of Farming Self (personal development), Farming Land (sustainable land stewardship), and Farming Community (civic engagement and community service).

They also engage PreK-12 youth in hands-on learning about soil, plants, food, and community through field trips to our farm.

GRuB partners with lower-income people to create projects that increase access to healthy food.

Since 1993, they have worked alongside volunteers and gardeners to build more than 2,300 backyard and community gardens, host workshops, and provide support, training, and resources for new gardeners to find success. Their goal is for gardeners to build the skills and connections to organize good food projects in their own neighborhoods.

Type: recognition **Version:** 1 **Status:** Recognition

Attachments:

None



City Council

Special Recognition - Proclamation Recognizing National EMS Week

Agenda Date: 5/23/2017
Agenda Item Number: 2.B
File Number: 17-0558

Type: recognition **Version:** 1 **Status:** Recognition

Title

Special Recognition - Proclamation Recognizing National EMS Week

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize National EMS Week with a Proclamation

Report

Issue:

Whether to recognize National EMS week.

Staff Contact:

Deputy Fire Chief, Greg Wright 360.753.8466

Presenter(s):

Deputy Fire Chief, Greg Wright

Background and Analysis:

EMS professionals deliver urgent and essential care, and often do it under immense pressure with little thanks. EMS Recognition Week, honor locals EMS heroes and those who regularly go above and beyond what is expected.

Attachments:

Proclamation

PROCLAMATION

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital emergency and non-emergency care; and

WHEREAS, the members of emergency medical services teams, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, the emergency medical services system in Olympia consists of emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, emergency nurses, emergency physicians, trained members of the public; and

WHEREAS, The City of Olympia and Thurston County consistently have some of the highest cardiac arrest resuscitation numbers in the country, testifying to the quality of the local EMS system; and

NOW, THEREFORE, BE IT RESOLVED that the Olympia City Council does hereby proclaim the week of May 21 - 27, 2017 as

EMERGENCY MEDICAL SERVICES WEEK

and urge all citizens to recognize the value and accomplishments of emergency medical services providers in our community.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 23rd DAY OF MAY, 2017.

OLYMPIA CITY COUNCIL

***Cheryl Selby
Mayor***



City Council

Special Recognition - National Police Week

Agenda Date: 5/23/2017
Agenda Item Number: 2.C
File Number: 17-0539

Type: recognition **Version:** 2 **Status:** Recognition

Title

Special Recognition - National Police Week

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize the Olympia Police Department Police Officers

Report

Issue:

Whether to recognize National Police Week and the City of Olympia Police Officers.

Staff Contact:

Laura Wohl, Police Department, 360.753.8214

Presenter(s):

Ronnie Roberts, Chief of Police

Background and Analysis:

In 1962, President John Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls as National Police Week. President Kennedy stated in his proclamation:

“I invite State and local governments, patriotic, civic, and educational organizations, and the people of the United States generally, to observe Peace Officers Memorial Day and Police Week in this year and each succeeding year with appropriate ceremonies in which all our people may join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities, and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.”

The Olympia Police Department Police Officers exemplify the law enforcement profession and serve their community each day with compassion, professionalism, and integrity.

Type: recognition **Version:** 2 **Status:** Recognition

Attachments:

None



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

City Council

Approval of May 16, 2017 City Council Meeting Minutes

Agenda Date: 5/23/2017
Agenda Item Number: 4.A
File Number: 17-0581

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

Title

Approval of May 16, 2017 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, May 16, 2017

7:00 PM

Council Chambers

1. ROLL CALL

Present: 5 - Mayor Cheryl Selby, Councilmember Jessica Bateman, Councilmember Jim Cooper, Councilmember Julie Hankins and Councilmember Jeannine Roe

Excused: 2 - Mayor Pro Tem Nathaniel Jones and Councilmember Clark Gilman

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION - NONE

3. PUBLIC COMMUNICATION

Bill Robinson spoke.

4. CONSENT CALENDAR

4.A [17-0542](#) Approval of May 9, 2017 Study Session Meeting Minutes

The minutes were adopted.

4.B [17-0541](#) Approval of May 9, 2017 City Council Meeting Minutes

The minutes were adopted.

4. SECOND READINGS - NONE

4. FIRST READINGS

4.C [17-0516](#) Approval of Ordinance Amending Olympia Municipal Code Section 9.16.020, Disorderly Conduct

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

Approval of the Consent Agenda

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

Aye: 5 - Mayor Selby, Councilmember Bateman, Councilmember Cooper, Councilmember Hankins and Councilmember Roe

Excused: 2 - Mayor Pro Tem Jones and Councilmember Gilman

5. PUBLIC HEARING - NONE

6. OTHER BUSINESS

6.A [17-0534](#) Approval of Interim Improvements on City-Owned Isthmus Properties

Parks, Arts and Recreation Planning & Design Manager Laura Keehan provided background on the Isthmus properties since the City purchased them and highlighted four concepts for potential interim improvements that were shared with the public in April. She discussed the Parks and Recreation Advisory Committee recommendation and staff's recommendation.

Councilmember Roe, as Parks and Recreation Advisory Committee (PRAC) Council Liaison, discussed PRAC's recommendation in more detail and indicated support for low maintenance landscaping instead of adding trees to Concept D.

Council Discussion:

- Consider adding plinths and public art to the parks space.
- Think about design in terms of discouraging skateboarding and graffiti.
- Soften the look by considering a low berm and smaller shrubs similar to landscaping in roundabouts.

Councilmember Hankins moved, seconded by Councilmember Cooper, to approve the hybrid concept drawing recommended by staff, including Council direction provided tonight, and authorize staff to move forward with design and construction. The motion carried by the following vote:

Aye: 5 - Mayor Selby, Councilmember Bateman, Councilmember Cooper, Councilmember Hankins and Councilmember Roe

Absent: 2 - Mayor Pro Tem Jones and Councilmember Gilman

6.B [17-0522](#) 2017 Comprehensive Plan Action Plan Update

Community Planning & Development Senior Planner Stacey Ray provided an update on the 2017 Action Plan. She discussed the first annual 2017 report to the community, gave an overview of the Action Plan's framework, and highlighted steps for the remainder of 2017.

Councilmembers commented and asked clarifying questions.

Councilmember Roe moved, seconded by Councilmember Cooper, to approve the 2017 updates to the Action Plan as recommended by the Planning Commission. The motion carried by the following vote:

Aye: 5 - Mayor Selby, Councilmember Bateman, Councilmember Cooper, Councilmember Hankins and Councilmember Roe

Excused: 2 - Mayor Pro Tem Jones and Councilmember Gilman

7. CONTINUED PUBLIC COMMUNICATION - None

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

Councilmember Roe made a referral to the General Government Committee to receive a briefing on the Tacoma Spaceworks program to see if the idea should be explored for Olympia.

Councilmember Cooper requested a City Manager report next week on the I-5 paving that will soon begin.

8.B CITY MANAGER'S REPORT AND REFERRALS

City Manager Steve Hall reported the City was not impacted by the recent Ransomware attack, thanks to the Information Technology Department's diligence and excellent work.

9. ADJOURNMENT

The meeting adjourned at 8:07 p.m.



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

City Council

Approval of Bills and Payroll Certification

Agenda Date: 5/23/2017
Agenda Item Number: 4.B
File Number: 17-0582

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

Title
Approval of Bills and Payroll Certification

CITY OF OLYMPIA
EXPENDITURE SUMMARY

"I THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN, THAT ANY ADVANCED PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIMS ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS", AND,

"I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT CLAIMS FOR EMPLOYEE AND OFFICER EXPENSES ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO CERTIFY SAID CLAIMS".

FOR PERIOD 4/16/2017 4/22/2017
 FOR A/P CHECK NUMBERS 3686283 THROUGH 3686507
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

4/25/17

Man Vaman

TOTAL APPROVED FOR PAYMENT
FUND

\$742,378.23	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$32,495.90	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$0.00	006	
\$2,673.97	007	
\$0.00	014	
\$249.59	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$19,593.40	029	EQUIP & FACIL REPLACE RES
\$3,322.75	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$712.64	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$27,141.87	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$11,291.89	401	WATER
\$7,562.56	402	SEWER
\$5,293.85	403	SOLID WASTE
\$4,856.56	404	STORM AND SURFACE WATER
\$0.00	434	STORM AND SURFACE WATER CIP
\$0.00	461	WATER CIP FUND
\$0.00	462	SEWER CIP FUND
\$6,860.98	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$8,607.50	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$872,941.69 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

"I THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN, THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIMS ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS". AND,

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FOR PERIOD 4/23/2017 4/29/2017
 FOR A/P CHECK NUMBERS 3686508 THROUGH 3686772
 FOR ELECTRONIC PAYMENTS THROUGH

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

05/02/17

Man Venen

TOTAL APPROVED FOR PAYMENT
FUND

\$200,135.81	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$5,873.97	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$20,594.20	006	
\$1,065.85	007	
\$7,495.02	014	
\$0.00	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$0.00	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$339.41	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$40.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$6,356.68	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$59,913.53	401	WATER
\$9,669.46	402	SEWER
\$368,558.53	403	SOLID WASTE
\$16,604.41	404	STORM AND SURFACE WATER
\$45,153.88	434	STORM AND SURFACE WATER CIP
\$9,207.19	461	WATER CIP FUND
\$0.00	462	SEWER CIP FUND
\$12,497.06	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$26,344.88	720	SCHOOLS

\$789,849.88 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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FOR PERIOD	<u>4/30/2017</u>		<u>5/6/2017</u>
FOR A/P CHECK NUMBERS	<u>3686773</u>	THROUGH	<u>3687127</u>
FOR ELECTRONIC PAYMENTS	<u>4/1/2017</u>	THROUGH	<u>4/30/2017</u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

5/9/17

Mary Vener

TOTAL APPROVED FOR PAYMENT

	FUND	
\$1,533,364.46	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$6,291.43	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$191,375.48	006	
\$22,198.66	007	
\$6,810.66	014	
\$806.02	025	WASHINGTON CENTER
\$142.40	026	MUNICIPAL ARTS FUND
\$0.00	029	EQUIP & FACIL REPLACE RES
\$9,117.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$8,333.33	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$285.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$160.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$19,656.32	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$15,614.65	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$50,103.42	401	WATER
\$1,103,742.87	402	SEWER
\$77,064.59	403	SOLID WASTE
\$13,786.32	404	STORM AND SURFACE WATER
\$5,427.80	434	STORM AND SURFACE WATER CIP
\$34,608.60	461	WATER CIP FUND
\$1,529.56	462	SEWER CIP FUND
\$53,695.26	501	EQUIPMENT RENTAL
\$25,171.56	502	C. R. EQUIPMENT RENTAL
\$39,467.45	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$57,738.59	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$3,276,491.43 GRAND TOTAL FOR WEEK

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **4/15/2017** have been examined and are approved as recommended for payment.

Employees Net Pay:	<u>\$ 1,402,886.56</u>
Fire Pension Net Pay:	<u>\$ -</u>
Employer Share of Benefits:	<u>\$ 714,489.57</u>
Employer Share of LEOFF I Police Post-Retirement Benefits:	<u>\$ -</u>
Employer Share of LEOFF I Fire Post-Retirement Benefits:	<u>\$ -</u>
TOTAL	<u><u>\$ 2,117,376.13</u></u>

Payroll Check Numbers	<u>-</u>	<u>-</u>	Manual Checks
And	<u>-</u>	<u>-</u>	Fire Pension Checks
And	<u>-</u>	<u>-</u>	Manual Checks
And	<u>90007</u>	<u>90219</u>	Semi Payroll Checks

and Direct Deposit transmission.

4/20/17
DATE

May V. Luvai
ADMINISTRATIVE SERVICES DIRECTOR

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **4/30/2017** have been examined and are approved as recommended for payment.

Employees Net Pay:	<u>\$ 1,362,388.88</u>
Fire Pension Net Pay:	<u>\$ 25,585.91</u>
Employer Share of Benefits:	<u>\$ 705,966.68</u>
Employer Share of LEOFF I Police Post-Retirement Benefits:	<u>\$ 27,204.95</u>
Employer Share of LEOFF I Fire Post-Retirement Benefits:	<u>\$ 21,511.50</u>
TOTAL	<u><u>\$ 2,142,657.92</u></u>

Payroll Check Numbers	<u>90220</u>	<u>90221</u>	Manual Checks
And	<u>90222</u>	<u>90226</u>	Fire Pension Checks
And	<u>90227</u>	<u>90228</u>	Manual Checks
And	<u>90229</u>	<u>90265</u>	Semi Payroll Checks

and Direct Deposit transmission.

5 / 4 / 17
DATE

Mary Vena
ADMINISTRATIVE SERVICES DIRECTOR



City Council

Approval for Bid Award for Small Diameter Water Pipe Replacement

Agenda Date: 5/23/2017
Agenda Item Number: 4.C
File Number: 17-0462

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

Title

Approval for Bid Award for Small Diameter Water Pipe Replacement

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to award the construction contract to Waunch Construction and Trucking Inc., in the amount of \$753,330.11 and authorize the City Manager to execute the contract.

Report

Issue:

Whether to approve awarding the construction contract for the Small Diameter Water Pipe Replacement project to Waunch Construction and Trucking Inc.

Staff Contact:

Tim Richardson, P.E., Project Manager, Public Works Engineering, 360.753.8749

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Capital Facilities Plan includes annual funding to replace small diameter and asbestos-cement (AC) water pipes throughout the City.

These water pipes are essential to the distribution of drinking water to our homes and businesses. Over time pipes deteriorate. Pipes chosen for replacement typically are prone to leaks, have a high number of repairs, and have caused water outages.

This project will replace about 3,894 feet of pipe. New pipes will meet current standards. Replacing these pipes will reduce maintenance and emergency response to water main breaks.

Construction will begin in June and end in October.

Neighborhood/Community Interests (if known):

Construction will occur in various locations on the east side of Olympia. Streets will remain open, however at times one lane may close. During these periods, flaggers will direct traffic through the construction zone.

City staff will inform citizens of the construction project and impacts to traffic or service. Information will be provided by posting signs at the work areas, post cards, newsletters, Twitter, and the Construction News webpage.

Options:

1. Award the construction contract to Waunch Construction and Trucking Inc., in the amount of \$753,330.11 and authorize the City Manager to execute the contract.

Project proceeds as planned. Water main breaks and service disruption is minimized in these areas. City delivers on its commitment to construct the project this year.

2. Reject all bids and request staff to rebid the project.

Delaying repairs will prolong the need to address leaks, pipe breaks, and water outages. Low water pressure and flows from poor condition of older pipes will continue. Delaying the project will likely result in higher bids and will require additional staff time.

Financial Impact:

This project is identified in the Capital Facilities Plan. Funding for the project comes from drinking water rates.

The low bid of \$753,330.11 is 6 percent below the Engineer's estimate. There are sufficient funds in the budget to complete this project.

Overall project costs:

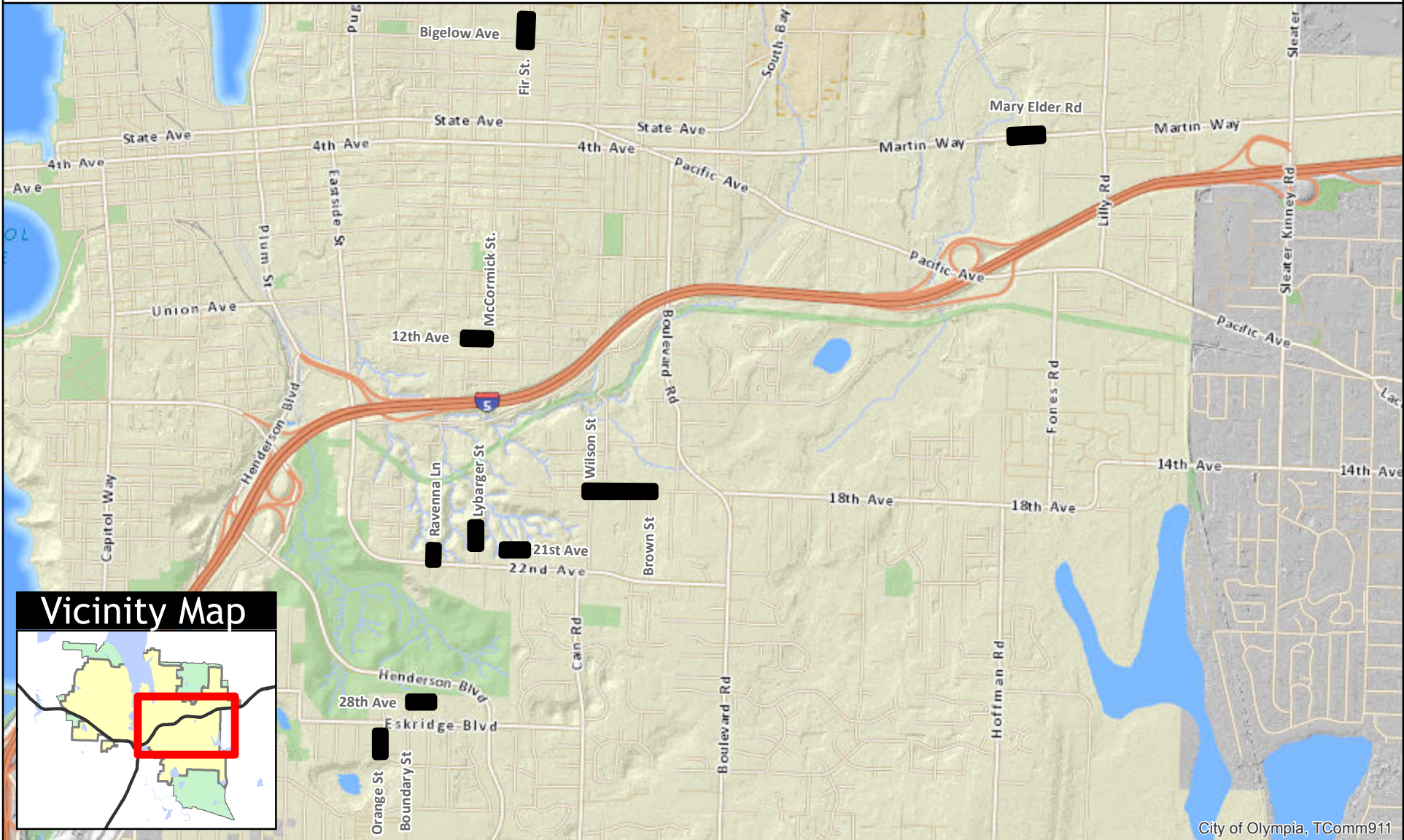
Total Low Bid:	\$ 753,330.
Contingency to Award (10%):	\$ 75,333.
Engineering: Design, Inspection, Consultants	\$ 331,337.
Total Estimated Project Cost:	\$ 1,160,000.
Available Project Funding:	\$ 1,160,000.

Attachments:

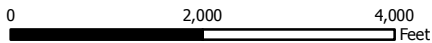
Summary of Bids
Vicinity Map



2016 WATER PIPE REPLACEMENT Project #1606P



City of Olympia, TComm911



1 inch = 2,000 feet

Map printed 3/7/2017

For more information, please contact:
 Tim Richardson, Project Manager
 Email trichard@ci.olympia.wa.us
 (360) 753-8749

 **PROJECT LOCATIONS**

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and/or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





City Council

Approval of Bid Award for Martin Way Intersection Overlays

Agenda Date: 5/23/2017
Agenda Item Number: 4.D
File Number: 17-0468

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

Title

Approval of Bid Award for Martin Way Intersection Overlays

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to award the construction contract to Lakeside Industries, Inc., in the amount of \$892,477.11 and authorize the City Manager to execute the contract.

Report

Issue:

Whether to approve awarding the construction contract for the Martin Way Intersection Overlay project to Lakeside Industries, Inc.

Staff Contact:

Fran Eide, P.E., City Engineer, Public Works Engineering, 360.753.8422

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The City of Olympia uses a Pavement Management System (PMS) software to inform Public Works staff on the condition of approximately 216 miles of pavement. Each year, Public Works staff inspects about half of all the streets in the City. As a result, every street is inspected over a two year period. These inspection results are used to calculate a Pavement Condition Index, or PCI. Staff uses the PCI to prioritize which streets to pave every year.

The pavement on Martin Way between Lilly Road and College Street has a PCI of 57. This translates to "fair" condition. The last time we paved Martin Way was in 1992, as part of a corridor improvement project.

This project will focus on repairing ruts that occur from vehicles slowing and stopping at traffic

signals. This project will also upgrade curb access ramps to meet current ADA standards.

Neighborhood/Community Interests (if known):

Work will be done at the intersections of;

- Martin Way E and Lilly Road
- Martin Way E and Sleater-Kinney Road
- Martin Way E and College Street, West Leg Only

Construction activity will affect traffic flow and access to businesses along the route. Work on the access ramps will also affect people walking along this corridor.

Staff will inform citizens of construction activity and impacts to vehicle and pedestrian traffic or access to businesses. We will use post cards, newsletters, Twitter, and the Construction News webpage to communicate with citizens.

Options:

1. Award the construction contract to Lakeside Industries, Inc., in the amount of \$892,477.11 and authorize the City Manager to execute the contract.

The project proceeds as planned.

2. Do not award the construction contract, reject all bids, and request staff to rebid the project.

Delaying the project could result in higher bids and will require additional staff time to rebid the project.

Financial Impact:

This project is identified in the Capital Facilities Plan. Funding for the project comes from the general fund.

The low bid of \$892,477.11 is 20.5 percent above the Engineer's estimate of \$740,506. There are sufficient funds in the budget to complete this project.

Overall project costs:	\$ 1,156,225.00
Total Low Bid:	\$ 892,477.11
Contingency to Award (10%):	\$ 89,248.00
Traffic Cameras @ 2 Intersections	\$ 40,000.00
Engineering: Design, Inspection, Project Management	\$ 134,500.00
Total Estimated Project Cost:	\$ 1,156,225.00
Available Project Funding:	\$ 1,156,225.00

Attachments:

- Summary of Bids
- Vicinity Map

SUMMARY OF BIDS RECEIVED



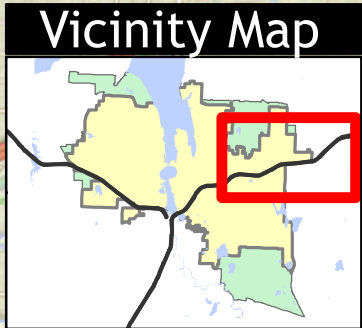
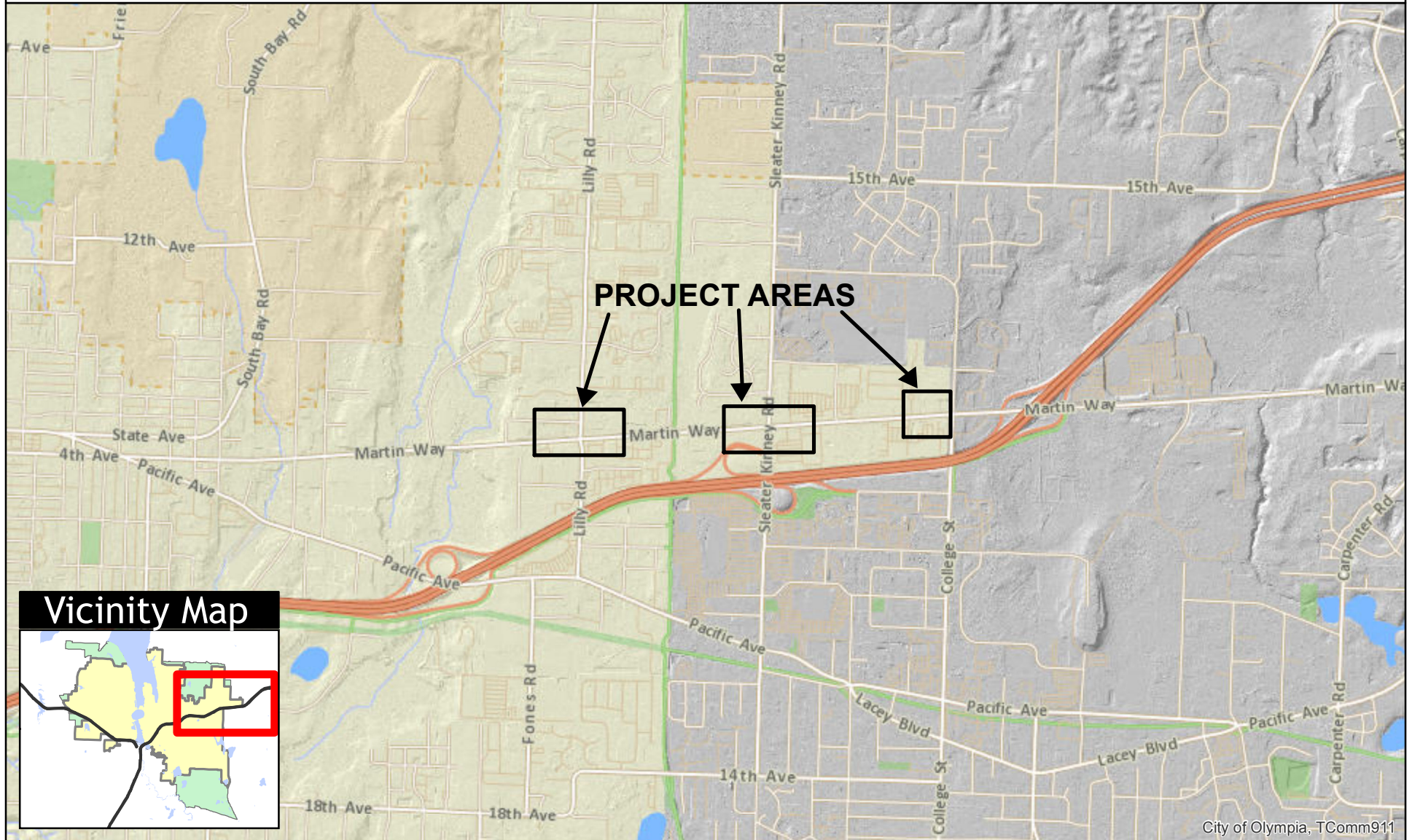
Project Name: Martin Way Intersection Overlays
Project Number: 1624G
Federal Project Number: N/A
Bid Opening Date: 5/4/2017

ENGINEER'S ESTIMATE	CITY OF OLYMPIA	\$	740,506.00
Bid #1	Lakeside Industries Inc	\$	892,477.11
Bid #2	Granite Construction Co	\$	932,932.00

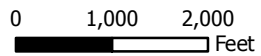


Martin Way Intersection Overlays

Project 1624G



City of Olympia, TComm911



1 inch = 2,000 feet

Map printed 5/8/2017

For more information, please contact:

Fran Eide, P.E. City Engineer

feide@ci.olympia.wa.us

(360) 753-8422

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City Council

Approval of Bid Award for the 4th Avenue Bridge Painting Project

Agenda Date: 5/23/2017
Agenda Item Number: 4.E
File Number: 17-0525

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

Title

Approval of Bid Award for the 4th Avenue Bridge Painting Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to award the construction contract to Garland/DBS, Incorporated, under the U.S. Communities Cooperative, in the amount of \$451,962, and authorize the City Manager to sign the all documents necessary to proceed.

Report

Issue:

Whether to approve awarding the construction contract for the 4th Avenue Bridge Painting Project to Garland/DBS, Incorporated.

Staff Contact:

Fran Eide, P.E., City Engineer, Public Works/Engineering, 360.753.8422

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The 4th Avenue "Olympia-Yashiro Friendship Bridge" was reconstructed in 2004. Since construction of the bridge, the railing has been subject to hairline fractures as it ages.

Staff inspects the bridge railings on a regular basis to monitor the amount and severity of cracks. We also contract with Washington State Department of Transportation to inspect the entire structure every other year.

A recent evaluation confirmed the need to seal the fractures. Sealing the surface will keep water from getting to the steel inside the rail, causing it to rust. It will also slow the overall deterioration of the concrete and improve the look of the bridge. We will continue to monitor the railing to determine

future maintenance needs.

The proposed project will clean the entire rail, repair larger cracks, and seal the surface. This work will begin in June and continue through the summer months.

Neighborhood/Community Interests (if known):

Pedestrian access will be restricted to one side of the bridge during construction. As the contractor works on the north railing, people walking will be directed to the south sidewalk. As the contractor works on the south railing, people walking will be directed to the north sidewalk. Bicycle traffic and vehicular traffic will not be impacted by the work.

Options:

1. Award the construction contract to Garland/DBS, Incorporated, under the U.S. Communities Cooperative in the amount of \$451,962, and authorize the City Manager to execute all documents necessary to proceed.

This will allow the project to proceed as planned, minimizing the potential for additional cracking.

2. Do not award the construction contract.

Completion of the rail sealing will be delayed, possibly resulting in more damage to the railing. The cost of future repair will increase.

Financial Impact:

This project is identified in the Capital Facilities Plan. Funding for the project comes from the General Fund. There are sufficient funds to complete the project.

Overall project costs:

Total Contract:	\$ 451,962
Contingency to Award (10%):	\$ 45,196
Engineering: Design, Inspection, Consultants	\$ 115,042
Total Estimated Project Cost:	\$ 612,200
Available Project Funding:	\$ 612,200

Attachments:

Construction Contract
Vicinity Map

CONTRACT

BETWEEN CITY OF OLYMPIA AND GARLAND/DBS, INC.
FOR
4th AVENUE BRIDGE COATING PROJECT

- 1.) This CONTRACT is made at Olympia, Washington, is effective as of the date of the last authorizing signature affixed hereto by and between the **City of Olympia** located at **601 4th Ave E, Olympia, WA 98501** (hereinafter designated the "CUSTOMER"), and **Garland/DBS, Inc.**, located at **3800 East 91st Street Cleveland, OH 44105** (hereinafter designated the "CONTRACTOR").
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the **4th Avenue Bridge Coating Project** located at **the 4th Avenue Bridge in Olympia, WA**, as well as all work incidental and pertinent thereto, (hereinafter designated the "Project") and the original **Proposal #25-WA-170390 dated April 5, 2017**, submitted by the CONTRACTOR (hereinafter together designated the "Specifications"), a copy of which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed _____ days thereafter, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the bid price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$451,962**, as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. CONTRACTOR shall apply no late charges, interest or penalties to any invoice or charges for services until 30 days from the CUSTOMER receipt of the invoice. If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR's receipt of the Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate

action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.

- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in this paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.
- 7.) All the work done under this CONTRACT shall be performed under the oversight of **Fran Eide, P.E., City Engineer**, the CUSTOMER'S representative. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.
- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of \$451,962, a Certificate of Workers' Compensation, and a Certificate of Insurance evidential of comprehensive general liability insurance and property insurance with minimum coverage in amounts reasonable to or exceeding what is normally expected for a comparable project in size and scope. Further, said Certificate of Insurance shall name **City of Olympia** as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the CUSTOMER of any material change in, or cancellation of, said insurance.

- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.
- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFI), request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for all justifiable costs including price of supplies, services delivered, and administrative expenses, including lost profit under the CONTRACT or Purchase Order.
- 12.) This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.
- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a

proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.

- 15.) If the Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.
- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. The retained amount will be paid to the CONTRACTOR no later than thirty (30) days following Final Acceptance of the work. Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.
- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.
- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.

- 20.) CONTRACTOR, at all times during its performance of its work under this CONTRACT, shall keep the work site, grounds, and roof tops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.
- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suite, or other litigation arising under this agreement shall lie in the courts of Thurston County. In the event legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party. Each party also agrees to waive its right to have any pending action or trial heard by a jury.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

1. _____

2. _____

GARLAND/DBS, INC.

By: _____

Printed Name

Title

Tax ID. No. _____

Date: _____

WITNESSES:

1. _____

2. _____

CITY OF OLYMPIA

By: _____

Date: _____

Title

Approved as to Legal Form:



Mark Barber, City Attorney

EXHIBIT A



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Olympia
4th Avenue Bridge Coating
Date Submitted: 04/05/2017
Proposal #: 25-WA-170390
MICPA # 14-5903
UBI# 603-013-262
GARLAI*904K4

Please Note: The following estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This estimate should be viewed as the maximum price an agency will be charged under the agreement.

Scope of Work:

1. Clean, prep, patch and coat (paint) existing cast concrete balustrade at bridge sidewalk and outboard side down to designated point at bottom of balustrade base band.

Proposal Price Based Upon Market Experience: \$ 451,962

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please include in award paperwork.
2. Permits are excluded.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 12/31/2017.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Jeff Kozak

Jeff Kozak
Garland/DBS, Inc.
(216) 430-3518
jkozak@garlandind.com



since 1895

THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197

PHONE: (216) 641-7500 • FAX: (216) 641-0633

NATIONWIDE: 1-800-321-9336

Brian Warbis

South Puget Sound Territory

Mobile: (253) 328-1942

Email: Bwarbis@garlandind.com

Fran Eide
City of Olympia
601 4th Ave E.
Olympia, WA 98501

Olympia 4th Street Bridge Project

Scope of Work:

- Clean entire bridge railing, down to designated location on bridge siding – concrete should be completely clear of any residue and plant matter (must be cleaned as per Garland specifications and inspected by Garland representative before any coatings may be applied)
- Allow concrete to dry before any coating will be applied
- Repair spalled and broken concrete spindles and casing along the NW end of the bridge railing (approx. 150 lineal feet)
- Clean out and repair all larger cracks, then seal with Green Lock sealant XL and allow to cure before any coating is applied (mostly concentrated in the NW end of the bridge railing, also others may be deemed in a condition to be treated elsewhere)
- Once cleaned and prepped, all concrete will be treated with two coats of Tuff Stuff sealant.
- First coat will be applied at a varied rate as the concrete will absorb differing amounts of material depending on the porous nature of each section.
- Second coat will be applied at a rate of 100 sf/gallon
- Scaffolding and a catch containment system will be required under all areas where we are above water to contain anything from falling into the water below.
- A ten year warranty will be provided to the City covering the performance of the coating

All work deemed to be outside of the contracted scope of work for this project will be done on a per lineal foot basis. A rough-order-of-magnitude (ROM) will be provided to the City before any additional work is started.

Lineal footage pricing will be as follows:

Start-up/ Set up: \$22,600
Closeout/ Clean up: 18,000

Spalled Concrete Replace & Repair (approx. 1,125 square feet): \$34/ square foot
Deep Crack Repair & Seal (approx. 300 linear feet): \$70/ linear foot
Cleaning & Coating over Water: (approx.. 1200 linear feet): \$200/ linear foot
Cleaning & Coating over Land: (approx. 900 linear feet): \$125/ linear foot

Thank you,

Brian Warbis



Broken concrete
repair area

Crack repair area

— Work over water

— Work over land

Olympic Way SW

Olympic Way

Olympic St W

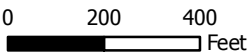
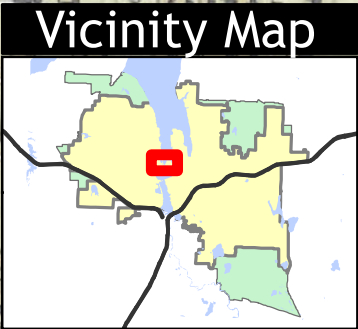
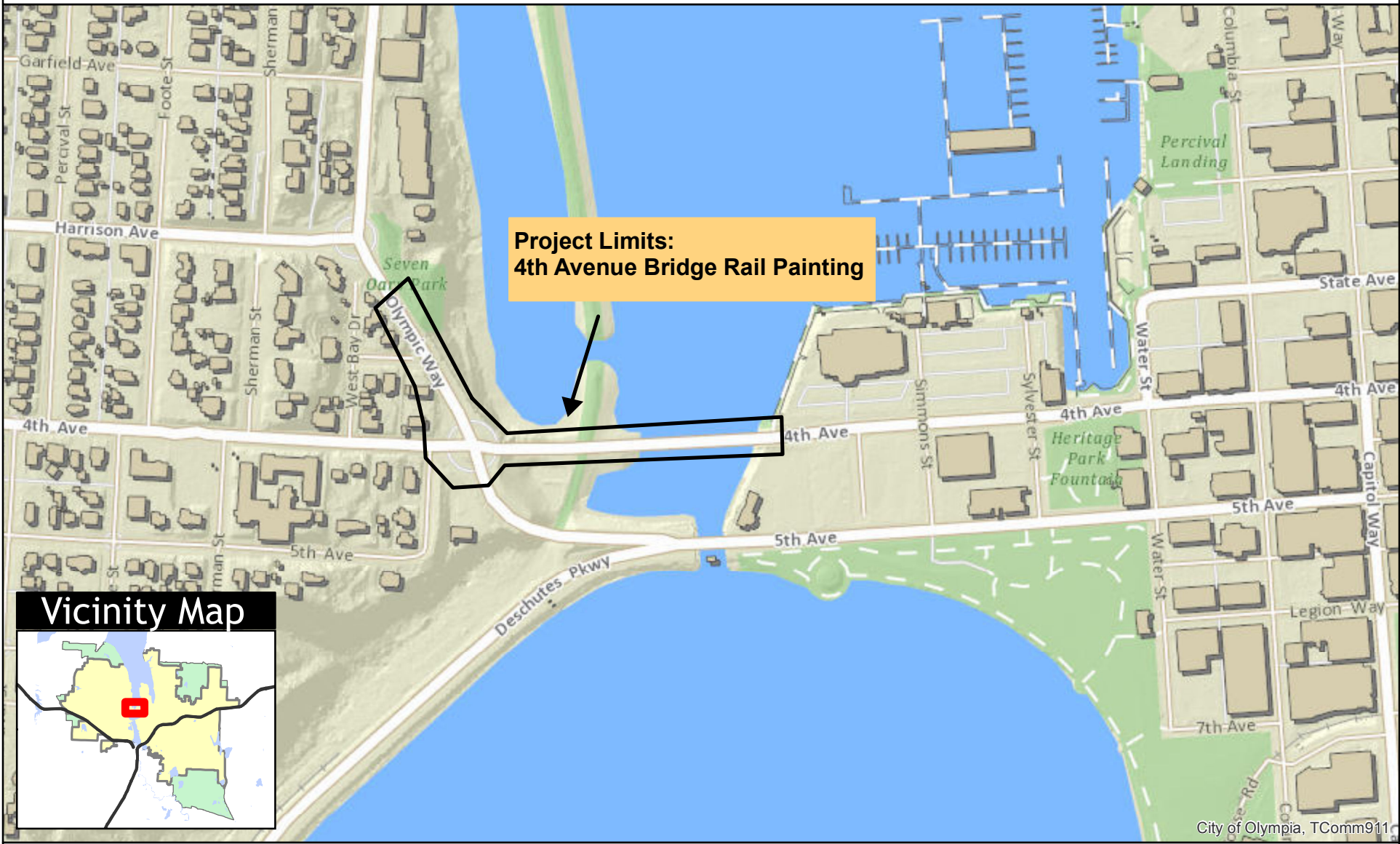
4th Ave W

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Google Earth



4th Avenue Bridge Rail Painting



1 inch = 400 feet

Map printed 5/12/2017

City of Olympia, TComm911

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City Council

Approval of Investment Policy Changes

Agenda Date: 5/23/2017
Agenda Item Number: 4.F
File Number: 17-0526

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

Title

Approval of Investment Policy Changes

Recommended Action

Committee Recommendation:

The Finance Committee recommends approval of the revised Investment Policy.

City Manager Recommendation:

Move to approve the revised Investment Policy.

Report

Issue:

Whether to approve the revised Investment Policy.

Staff Contact:

Dean Walz, Fiscal Services Director, Administrative Services Department, 360.753.8465.

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The current Investment Policy was adopted by the Council in June 2015. The investment policy itself requires the Investment Policy to be reviewed no less often than every two years. Staff recommends changes to the Investment Policy as depicted on the attached red-line version.

Recap of changes:

Section 8.2 Suitable Investments (pages 7 & 8).

Addition of certain practices related to ratings and securities pursuant to the policy.

Deleted and replaced listing of approved types of securities:

Divided Government Sponsored Enterprise (GSE) securities into two categories- US Agency Obligations Primary, and US Agency Obligations Secondary.

Section 8.4, Repurchase Agreement Collateralization (page 9).

Deleted section because the City no longer uses repurchase agreements. In the past, the City used repurchase agreements as a cash liquidity investment tool, but the City now uses the State of Washington, Local Government Investment Pool as an investment tool for cash liquidity.

Section 9.0, Investment Parameters (page 10).

Reformatted and updated chart.

Section 9.2.4, Total Portfolio Maturity Constraints (page 11).

Reformatted and updated chart.

Neighborhood/Community Interests (if known):

None.

Options:

- 1) Approve the revised Investment Policy.
- 2) Direct staff to make changes to the proposed revised policy.
- 3) Do not approve revised policy. Current policy remains unchanged.

Financial Impact:

No direct financial impact.

Attachments:

Investment Policy with Proposed Changes

INVESTMENT POLICY - ~~2015~~2017
(ADOPTED ~~JUNE 16, 2015~~XXXX XX, XXXX)

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Policy Statement

This policy establishes standards and guidelines for the direction, management and oversight for all of the City of Olympia’s investable cash and funds. Funds must be invested prudently to assure preservation of principal, provide needed liquidity for daily cash requirements, and provide a market rate of return. All investments must conform to federal, state, and local statutes governing the investment of public funds.

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1.0 INTRODUCTION

This Investment Policy defines the parameters within which funds are to be invested by the City of Olympia ("City"). This policy also formalizes the framework, of the City's Policy and Procedures to provide the authority and constraints for the City to maintain an effective and judicious management of funds within the scope of this policy.

These policies are intended to be broad enough to allow the Fiscal Services Director (Finance Manager) or authorized designee to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

2.0 GOVERNING AUTHORITY

The City of Olympia's investment authority is derived from Chapter 35A.40.050 RCW. The investment program shall be operated in conformance with Washington Revised Statutes and applicable Federal Law. All funds within the scope of this policy are subject to regulations established by the State of Washington.

3.0 SCOPE

This policy applies to activities of the City of Olympia with regard to investing the financial assets of the City. The amount of funds expected to fall within the scope of this policy is \$60MM to \$80MM, including all funds under the control and management of the City of Olympia.

This investment policy applies to all investment transactions involving the financial assets and related activity of all the foregoing funds.

4.0 OBJECTIVES

All funds will be invested in a manner that is in conformance with federal, state and other legal requirements. In addition, the objectives, in order of priority, of the investment activities will be as follows:

4.1 Safety: Safety of principal is the primary objective of the City. Investments shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. To obtain this objective, funds will be diversified, utilizing highly rated securities, by investing among a variety of securities and financial institutions.

4.2 Liquidity: The investment portfolio will provide liquidity sufficient to enable the City to meet all cash requirements that might reasonably be anticipated. Therefore, the investments shall be managed to maintain a balance to meet daily obligations.

4.3 Return on Investment: The investment portfolio will be structured with the objective of attaining a market rate of return throughout economic cycles, commensurate with the investment risk parameters and the cash flow characteristics of the portfolio.

4.4 Legality: The investment portfolio will be invested in a manner that meets RCW statutes and all legal requirements of the City.

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5.0 STANDARDS OF CARE

5.1 Delegation of Authority:

Governing Body: The ultimate responsibility and authority for the investment of City funds resides with the City Council who have the authority to direct the management of the City investment program.

Authority: The overall management responsibility for the investment program is hereby delegated to the Director of Administrative Services, or designee, who shall establish written procedures for the operation of the investment program, consistent with this investment policy. The Fiscal Services Director (Finance Manager) shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Investment Adviser: The City may engage the services of an external investment adviser to assist with the management of the City's investment portfolio in a manner that is consistent with the City's objectives and this policy. Such advisers shall provide recommendation and advice regarding the City investment program including but not limited to advice related to the purchase and sale of investments in accordance with this Investment Policy.

5.2 Prudence:

The standard of prudence to be used by the Fiscal Services Director (Finance Manager) or any designees in the context of managing the overall portfolio is the prudent person rule which states: *Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs* not in regard to speculation but in regard to the permanent disposition of the funds considering the probable income as well as the probable safety of the capital.

5.3 Ethics:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Director of Administrative Services in writing any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City of Olympia, particularly with regard to the time of purchases and sales.

6.0 SAFEKEEPING, CUSTODY AND CONTROLS

6.1 Delivery vs. Payment:

All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the City's safekeeping institution prior to the release of funds.

6.2 Third Party Safekeeping:

Prudent treasury management requires that all purchased securities be bought on a delivery versus payment (DVP) basis and be held in safekeeping by the City, an independent third-party financial institution, or the City's designated depository.

The City's Fiscal Services Director (Finance Manager) shall designate all safekeeping arrangements and an agreement of the terms executed in writing. The third-party custodian shall be required to provide a statement to the City listing at a minimum each specific security, book yield, description, maturity date, market value, par value, purchase date, and CUSIP number.

All collateral securities pledged to the City for certificates of deposit or demand shall be held in a segregated account at the issuing financial institution that is reporting to the State's Public Deposit Protection Commission (PDPC).

6.3 Internal Controls:

The Fiscal Services Director (Finance Manager) is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. Specifics for the internal controls shall be documented in an investment procedures manual.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management. The internal controls shall address the following points at a minimum:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical delivery securities of marketable securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Dual authorizations of wire transfers
- Staff training and
- Review, maintenance and monitoring of security procedures both manual and automated.

7.0 AUTHORIZED FINANCIAL DEALERS

7.1 Broker/Dealers:

The Fiscal Services Director (Finance Manager) shall maintain a list of all authorized financial institutions and broker/dealers that are approved to transact with the City for investment purposes. Any firm is eligible to make an application to the City. Additions and deletions to the list will be made at the City's discretion. Authorized broker/dealers and financial institutions will be limited to those that meet one or more of the following: 1) financial institutions approved by the State of Washington Public Deposit Protection Commission (RCW 39.58) and meet all regulatory capital requirements, 2) primary dealers recognized by the Federal Reserve Bank, 3) non-primary dealers qualified under SEC rule 15C3-1 and a certified member of FINRA. This responsibility can be placed with the investment adviser and the approved list should be provided to the City as updates occur.

7.2 Investment Advisers:

Advisers must be registered under the Investment Advisers Act of 1940 and must act in a non-discretionary capacity, requiring approval from the City prior to all transactions.

The adviser may only provide non-discretionary management services, which requires prior authorization from the City on all transactions.

7.3 Bank Institutions:

The City will only place funds, exceeding the current FDIC insurance limits, with banks who are currently participating in the Washington State PDPC program. Compliance/listing with the PDPC will be verified by the Adviser or designated investment officer utilizing the Washington State Treasurer's website (<http://www.tre.wa.gov/government/pdpc.shtml>).

7.4 Competitive Transactions:

Transactions must be executed on a competitive basis and documented, excluding securities and interfund loans issued by the City of Olympia. Competitive prices should be provided from at least three separate brokers, financial institutions or through a nationally electronic trading platform. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price. If an Adviser handles trade executions then they must provide the competitive documentation as requested.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

8.1 Authorized Investments:

All investments of the City are limited by RCW, principally RCW 35A.40.050 and 39.59.020.

Among the authorized investments are U.S. Treasury and agency securities (i.e., obligations of any government sponsored enterprise eligible for collateral purposes at the Federal Reserve), repurchase and for collateral otherwise authorized for investment, municipal debt of this state with one of the three highest ratings of a national rating agency at the time of investment, debt of the City of Olympia, certificates of deposit with qualified public depositories within statutory limits as promulgated by the Public Deposit Protection Commission at the time of investment, foreign and domestic Bankers Acceptances, Commercial Paper and the Washington State Local Government Investment Pool.

The State of Washington Local Government Investment Pool is the only government-sponsored Pool approved for investment of funds.

8.2 Suitable Investments:

- This policy recognizes S&P, Moody's and Fitch as the major Nationally Recognized Statistical Ratings Organizations (NRSRO).
- In the case of split ratings, where the major NRSROs issue different ratings, the higher rating shall apply. Minimum credit ratings and percentage limitations apply to the time of purchase.
- All securities must be purchased on the secondary market and may not be purchased directly from the issuer.

The City is empowered to invest in the following types of securities:

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TYPE	DEFINITION
U. S Treasury Obligation	Direct obligations of the United States Treasury
GSE Agency Obligations	Government Sponsored Enterprises (GSEs) — Federal Instrumentality Securities include, but are not limited to Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), Federal Home Loan Banks (FHLB), and the Federal Farm Credit Bureau (FFCB).
Commercial Paper	Unsecured debt obligations of corporate issuers that are rated at least A1+ by Moody's and P1 by Standard and Poor's. Commercial paper holdings may not have maturities exceeding 180 days. Any commercial paper purchased with a maturity longer than 100 days must also have an underlying long term credit rating at the time of purchase must have a minimum rating of AA- by S&P and Aa3 by Moody's RCW 39-59-020.
Bankers Acceptance	Bankers Acceptances generally are created based on a letter of credit issued in a foreign trade transaction. They are used to finance the shipment of some specific goods within the United States. They are Issued by qualified financial institutions eligible for discount by the Federal Reserve System and by a qualified institution whose long term letter

	of credit rating is rated in the highest category AAA.
Local Government Investment Pool	Investment Pool managed by the Washington State Treasury office.
Time deposits and Savings accounts issued by banks	Deposits in PDPC approved banks.
Certificates of Deposit	Non negotiable Certificates of Deposit of financial institutions which are qualified public depositories as defined by RCW 39.58.010(2) and in accordance with the restrictions therein.
Municipal Debt Obligations	Bonds of the State of Washington and any local government in the State of Washington; at the time of investment the bonds must have one of the following ratings: one of the three highest ratings of a national rating agency at the time of investment. Debt of the City of Olympia is not required to be rated.

U. S Treasury Obligations: Direct obligations of the United States Treasury

US Agency Obligations Primary: Government Sponsored Enterprises (GSEs) – Federal Instrumentality Securities include, but are not limited to Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), Federal Home Loan Banks (FHLB), and the Federal Farm Credit Bureau (FFCB).

US Agency Obligations Secondary: Other US government sponsored enterprises that are less marketable are considered secondary GSEs. They include, but are not limited to: Private Export Funding Corporation (PEFCO), Tennessee Valley Authority (TVA), Financing Corporation (FICO) and Federal Agricultural Mortgage Corporation, (Farmer Mac).

Municipal Debt Obligations: General Obligation and Revenue bonds in any local government in the State of Washington. At the time of investment the bonds must have at a minimum a rating of AA- from S&P, or Aa3 from Moody's or AA- from Fitch. Debt of the City of Olympia is not required to be rated.

Commercial Paper: Unsecured debt obligations of corporate issuers that are rated at least A1 by S&P, P1 by Moody's and F1 by Fitch. Commercial paper holdings may not have maturities exceeding 270 days. Any commercial paper purchased must also have an underlying long-term credit rating of AA- from S&P, or Aa3 from Moody's or AA- from Fitch.

Certificates of Deposit: Non-negotiable Certificates of Deposit of financial institutions which are qualified public depositories as defined by RCW 39.58.010(2) and in accordance with the restrictions therein.

Bank Time Deposits and Savings Accounts: Deposits in PDPC approved banks.

Banker's Acceptance: Bankers' acceptances generally are created based on a letter of credit issued in a foreign trade transaction. They are used to finance the shipment of some specific goods within the United States. They are issued by qualified financial institutions.

[Local Government Investment Pool: Investment Pool managed by the Washington State Treasury office.](#)

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8.3 Bank Collateralization:

The PDPC makes and enforces regulations and administers a program to ensure public funds deposited in banks and thrifts are protected if a financial institution becomes insolvent. The PDPC approves which banks and thrifts can hold state and local government deposits and monitors collateral pledged to secure uninsured public deposits. Under the act, all public treasurers and other custodians of public funds are relieved of the responsibility of executing tri-party agreements, reviewing pledged securities, and authorizing additions, withdrawals, and exchanges of collateral.

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8.4 Repurchase Agreement Collateralization:

~~Collateral will be required on Repurchase Agreements, and will be limited to the suitable investments listed in this policy under 8. Collateral shall be delivered to the City's safekeeping agent, or through a tri-party arrangement in which the proper documents delineating the responsibilities of the parties have been executed. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.~~

~~Any required overcollateralization (the amount by which the market value of the securities collateralizing the transaction exceeds the transaction value) will be determined at the time of the transaction, as specified in the Master Repurchase Agreement. Any such overcollateralization shall not be less than 102% of the current market value of the collateral. Such collateral shall be revalued on a periodic basis, but not less than weekly, in order to maintain market protection. The final maturity of the collateral for repurchase agreements may not exceed three years.~~

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9.0 INVESTMENT PARAMETERS

9.1 Diversification:

The City will diversify the investment of all funds by adhering to the constraints by issuer type in accordance with the following table:

ISSUER TYPE	% of Total Portfolio Maximum	Per Issuer Constraints Maximum
U.S Treasury Obligation	100%	100%
GSE Agency Obligations	100%	35%
Municipal Debt Obligations	20%	5%
Bank Demand Notes	10%	5%
Bankers Acceptance	20%	5%
Local Government Investment Pool	100%	n/a
Time Deposits	20%	10%
Certificates of Deposits	25%	10%
Commercial Paper	15%	5%
City of Olympia Debt Obligations	15%	100%

Table of Constraints on the Portfolio

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P	Ratings Moody's	Ratings Fitch
USTreasury Obligations	100%	None	N/A	N/A	N/A
US Agency Primary Securities FHLB, FNMA, FHLMC, FFCB	100%	35%	N/A	N/A	N/A
US Agency Secondary Securities FICO, FARMER MAC etc.	10%	5%	AA-	Aa3	AA-
Supranational Agency Notes	10%	5%	AA-	Aa3	AA-
Municipal Bonds (WA only)	20%	5%	AA-	Aa3	AA-
City of Olympia Debt Obligations	15%	None	N/A	N/A	N/A
Corporate Bonds - US/CDN	25%*	3% for AA-	AA-	Aa3	AA-
Commercial Paper		3%	A1 Long Term: AA-	P1 Long Term: Aa3	F1 Long Term: A-
Certificates of Deposit	25%	10%	Deposits in PDPC approved banks	Deposits in PDPC approved banks	Deposits in PDPC approved banks
Bank Time Deposits/Savings Accounts	20%	10%	Deposits in PDPC approved banks	Deposits in PDPC approved banks	Deposits in PDPC approved banks
Banker's Acceptance	20%	5%	N/A	N/A	N/A
Local Government Investment Pool	100%	None	N/A	N/A	N/A

* Issuer constraints apply to the combined issues in corporate and commercial paper holdings.

9.2 Investment Maturity:

9.2.1 Liquidity Funds – Tier 1

Liquidity funds will be defined as those funds that are in the State LGIP City, bank deposits, bank certificates of deposits or money market instruments and will be available for immediate use.

9.2.2 Investment Core Funds – Tier 2

Investment funds will be defined as the funds in excess of liquidity requirements and invested in authorized investments. The investments in this portion of the portfolio are allowed to have maturities out to 5 Years and will be only invested in higher quality and liquid (marketable) securities.

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9.2.3 Pension, Endowment and Trust Funds– Tier 3

Investment funds will be defined as the funds needed for long term reserves, pension funds or Trust funds and invested in authorized investments. The investments in this portion of the portfolio are allowed to have maturities out to 10 years and will be only invested in higher quality and marketable securities.

9.2.4 Total Portfolio Maturity Constraints

Minimum % of the Total Portfolio:	
Under 30 days	10%
Under 1 year	25%
Under 5 years	90%
Under 10 years	100%
<hr/>	
Total Weighted Average Maturity	2.0 years

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 5 years	90%
Under 10 years	100%
Maturity Constraints	Maximum of Total Portfolio in Years
Weighted Average Maturity	2.00
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

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9.3 Strategic Allocations:

9.3.1 Funds and their Allocation

- a. Liquidity fund for the operating account will be allocated to LGIP, CD's, Bank Deposits, Bankers Acceptances, and Commercial Paper

- b. The structure of the investment core fund will be targeted to a selected market benchmark based on the risk and return objectives of the portfolio.
- c. Longer term funds trust funds will have an identified market benchmark to manage risk and return.

9.3.2 Monitoring and Portfolio Adjustment: As a general practice securities will be purchased with the intent to hold to maturity. However, it is acceptable for securities to be sold under the following circumstances:

- a. A security with a declining credit may be sold early to protect the principal value of the portfolio.
- b. The portfolio duration or maturity buckets should be adjusted to better reflect the structure of the underlying benchmark portfolio.
- c. A security exchange that would improve the quality, yield and target maturity of the portfolio based on market conditions.
- d. A sell of a security to provide for unforeseen liquidity needs.

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9.4 Prohibited Investments:

9.4.1 The City shall not lend securities nor directly participate in a securities lending or reverse repurchase program.

9.4.2 The City shall not invest in mortgage-backed securities.

9.4.3 The City shall not invest in fossil fuel companies.

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10.0 REPORTING REQUIREMENTS

10.1 Reporting:

The Fiscal Services Director (Finance Manager) shall be responsible for investment reporting. At a minimum, monthly reporting shall be made to the Director of Administrative Services including but not limited to securities holdings, cash balances, and market values in the investment portfolio will be provided on the month-end reports.

Specific Requirements:

- Book Yield
- Holdings Report including mark to market and security description
- Transactions Report
- Weighted Average Maturity or Duration

10.2 Performance Standards:

The investment portfolio will be designed to obtain a market average rate of return during economic cycles, taking into account investment risk constraints and cash flow needs. A market benchmark will be established to compare risk and return of each investment portfolio identified within each tier.

The earnings benchmark will be the Local Government Investment Pool and an appropriate yield comparison.

10.3 Compliance Report

A compliance report will be generated quarterly comparing the portfolio positions to this investment policy.

11.0 INVESTMENT POLICY ADOPTION

The City's Investment Policy shall be adopted by the City Council and reviewed by the Council Finance Committed as needed but not less than every two years.

Adopted by Olympia City Council, June 16, 2015 on _____, 2017.

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12.0 GLOSSARY OF TERMS

- Agency Securities:** Government sponsored enterprises of the US Government.
- Bankers Acceptances:** A time draft accepted (endorsed) by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. BAs are short-term non-interest-bearing notes sold at a discount and redeemed by the accepting bank at maturity for full face value.
- Bond:** An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and specific assets sometimes secure it. Most bonds have a maturity of greater than one year and generally pay interest semiannually. See Debenture.
- Broker:** An intermediary who brings buyers and sellers together and handles their orders, generally charging a commission for this service. In contrast to a principal or a dealer, the broker does not own or take a position in securities.
- Collateral:** Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.
- Commercial Paper:** Short-term, unsecured, negotiable promissory notes issued by corporations.
- Current Maturity:** The amount of time left until an obligation matures. For example, a one-year bill issued nine months ago has a current maturity of three months.
- CUSIP:** A CUSIP number identifies securities. CUSIP stands for Committee on Uniform Security Identification Procedures, which was established under the auspices of the American Bankers Association to develop a uniform method of identifying municipal, U.S. government, and corporate securities.
- Dealer:** An individual or firm that ordinarily acts as a principal in security transactions. Typically, dealers buy for their own account and sell to a customer from their inventory. The dealer's profit is determined by the difference between the price paid and the price received.

Debenture: Unsecured debt backed only by the integrity of the borrower, not by collateral, and documented by an agreement called an indenture.

Delivery: Either of two methods of delivering securities: delivery vs. payment and delivery vs. receipt (also called "free"). Delivery vs. payment is delivery of securities with an exchange of money for the securities.

Duration: A measure used to calculate the price sensitivity of a bond or portfolio of bonds to changes in interest rates. This equals the sum of the present value of future cash flows.

Full Faith and Credit: Indicator that the unconditional guarantee of the United States government backs the repayment of a debt.

General Obligation Bonds (GOs): Bonds secured by the pledge of the municipal issuer's full faith and credit, which usually includes unlimited taxing power.

Government Bonds: Securities issued by the federal government; they are obligations of the U.S. Treasury; also known as "governments."

Interest: Compensation paid or to be paid for the use of money. The rate of interest is generally expressed as an annual percentage.

Investment Funds: Core funds are defined as operating fund balance, which exceeds the City's daily liquidity needs. Core funds are invested out the yield curve to diversify maturity structure in the overall portfolio. Having longer term investments in a portfolio will stabilize the overall portfolio interest earnings over interest rate cycles.

Investment Securities: Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.

Liquidity: The ease at which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.

Liquidity Component: A percentage of the total portfolio that is dedicated to providing liquidity needs for the District.

LGIP: Local Government Investment Pool run by the State of Washington Treasurer's office established to help cities with short term investments.

Mark to Market: Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

Municipals: Securities, usually bonds, issued by a state, its agencies, by cities or other municipal entities. The interest on "munis" is usually exempt from federal income taxes and state and local income taxes in the state of issuance. Municipal securities may or may not be backed by the issuing agency's taxation powers.

Par Value: The value of a security expressed as a specific dollar amount marked on the face of the security or the amount of money due at maturity. Par value should not be confused with market value.

Portfolio: A collection of securities held by an individual or institution.

Prudent Person Rule: A long-standing common-law rule that requires a trustee who is investing for another to behave in the same way as a prudent individual of reasonable discretion and intelligence who is seeking a reasonable income and preservation of capital.

Quotation or Quote: A bid to buy or the lowest offer to sell a security in any market at a particular time. See Bid and Ask.

Repurchase Agreement: Range in maturity from overnight to fixed time to open end. Repos involve a simultaneous sale of securities by a bank or government securities dealer to an investor with an agreement for the bank or government securities dealer to repurchase the securities at a fixed date at a specified rate of interest.

Treasury Bill (T-Bill): An obligation of the U.S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.

Treasury Bonds and Notes: Obligations of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.

Yield: The annual rate of return on an investment, expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield to Maturity: The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond.



City Council

Approval of Labor Contract with the Olympia Police Guild

Agenda Date: 5/23/2017
Agenda Item Number: 4.G
File Number: 17-0562

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

Title

Approval of Labor Contract with the Olympia Police Guild

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the labor agreement with the Olympia Police Guild and authorize the City Manager to execute the agreement.

Report

Issue:

Whether to approve the labor contract between the City of Olympia and the Olympia Police Guild

Staff Contact:

Jay Burney, Assistant City Manager, Executive Department, 360.753.8740

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The labor agreement with the Olympia Police Guild (Guild) expired on December 31, 2016. The contract covers fifty-five (55) Police Officers in the City's Police Department. The new agreement has been ratified by the Union and City staff is now bringing it forward for approval.

The new proposed contract for Council consideration is attached.

The contract has a three-year term that will expire on December 31, 2019. Significant changes to the contract are in the areas of wages and benefits.

Wages

Wage increases in the prior Guild contract were based on Sales Tax increases over the prior year, with a 2% minimum and a 4% maximum wage increase. The new contract retains this approach;

however, a change was made to the Sales Tax table to provide better equity in terms of the Sales Tax generated and the corresponding wage increase.

Wage increases in the prior contract were based on the following:

<u>Gross Sales Tax Increase Over Prior Year</u>	<u>Pay Range Increase</u>
0-3.99%	2% Minimum
4.0%-4.99%	1% additional increase added to 2%
5% and above	4% Maximum

Wage increases in the new contract are as follows:

<u>Gross Sales Tax Increase Over Prior Year</u>	<u>Pay Range Increase</u>
0-3.99%	2% Minimum
4.0%-5.99%	1% additional increase added to 2%
6% and above	4% Maximum

Medical/Dental/Vision Benefits

The Guild will remain on their current Association of Washington Cities (AWC) Health Plans in 2017. Beginning in 2018, the Guild's benefits will shift from their current AWC Health Plans that will no longer be offered, to new AWC Health Plans. The move to the new health plans will generate approximately \$132,000 per year in savings to the General Fund during this contract period.

VEBA

The shift to the new AWC Health Plans in 2018 will lead to higher out-of-pocket costs for Guild members. The Guild requested that a portion of the savings generated be used to pay for a Voluntary Employees Beneficiary Association (VEBA) plan contribution for each member in 2018 and 2019 to offset the higher out-of-pocket costs. A VEBA is a tax-free health reimbursement account which can continue year over year, and can be used by members and their eligible dependents to reimburse for qualified health expenses. The City will make a \$1,000 contribution to a VEBA for each member in 2018 and 2019 only. Any future VEBA contributions would need to be negotiated in future contracts.

The cost to the City for the VEBA contributions is \$45,000 per year, which will come out of the savings generated.

The total savings to the City minus the VEBA contribution is \$87,032 in 2018 and \$93,634 in 2019. Staff is counting on the additional savings generated from this changeover to balance the 2018 and 2019 Operating Budgets.

The remainder of the contract changes is general and/or clean-up items or added language based on operational or management needs.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Move to approve the labor agreements with the Olympia Police Guild and authorize the City Manager to execute the agreement.
2. Do not approve the labor agreement with the Olympia Police Guild as proposed and direct staff as to next steps.
3. Move to approve the labor agreement with the Olympia Police Guild as amended by Council, and authorize the City Manager to execute the agreement.

Financial Impact:

The cost to the City for implementing this contract in 2017 is \$198,745, which is already included in the 2017 budget. A summary of the economic agreements is attached.

Attachments:

2017-2019 Labor Contract - Olympia Police Guild

Economic Agreement Summary - 2017-2019 Olympia Police Guild Labor Contract

**OLYMPIA POLICE GUILD
ECONOMIC AGREEMENTS SUMMARY
May 23, 2017**

The City and the Union are currently negotiating the labor contract for the period January 1, 2017 – December 31, 2019. The following summarizes the proposed agreement:

ITEM	AGREEMENT	ESTIMATED ANNUAL COST INCREASE
COLA + Add Pays	2017: 4%	\$186,300
	2018: 2% Min/4% Max Tied to Sales Tax	\$ 96,876
	2019: 2% Min/4% Max Tied to Sales Tax	\$ 98,814
Payroll Tax on Increases	2017:	\$12,445
	2018:	\$ 6,471
	2019:	\$ 6,600
Benefits	2017: AWC HealthFirst	\$ (0)
	2018: AWC HealthFirst250	\$ (132,032)
	2019: AWC HealthFirst250	\$ (138,634)
VEBA	2017	\$ 0
	2018	\$ 45,000
	2019	\$ 45,000
2017	TOTAL: As a percentage of annual payroll:	\$198,745 4.03%
2018	TOTAL: As a percentage of annual payroll:	\$16,315 0.03%
2019	TOTAL: As a percentage of annual payroll:	\$11,780 0.02%

**AGREEMENT BETWEEN
THE CITY OF OLYMPIA
AND
THE OLYMPIA POLICE GUILD**

For the period: January 1, 2017 – December 31, 2019

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AGREEMENT BETWEEN
THE CITY OF OLYMPIA, WASHINGTON
And
THE OLYMPIA POLICE GUILD

Preamble

A. This contract is made and entered into at Olympia by the City of Olympia, Washington, hereinafter referred to as the "City" and the Olympia Police Guild, hereinafter referred to as the "Guild".

B. The purpose of this document is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment.

ARTICLE 1 - GENERAL

A. The Guild hereby and herewith covenants, agrees, and represents to the City that the Guild is duly authorized and empowered to contract for and on behalf of all employees in the bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all of the provisions of this Contract as herein set forth. The parties agree that in conferences and negotiations, the Guild will represent all employees in the bargaining unit.

B. The City hereby and herewith covenants, agrees, and represents to the Guild that the City under the express limitations of this Agreement is duly authorized and empowered to contract for and on behalf of the City and for itself represents that it will faithfully and diligently abide by and strictly be bound to all of the provisions of this Contract as herein set forth.

C. The parties are committed to a relationship of openness and communication and recognize the importance of collaboratively resolving issues in the Department. The parties recognize the importance of working together cooperatively in jointly seeking to improve the Department.

ARTICLE 2 - RECOGNITION

The City recognizes the Guild as the sole and exclusive bargaining representative for all commissioned officers of the City of Olympia excluding supervisory officers of the rank of sergeant and above, confidential, and all other employees for the purpose of representation and collective bargaining with regard to matters pertaining to wages, hours, and conditions of employment. Any agreements or MOUs made between the Guild and the City shall be signed by the Guild President or designee and one other elected Guild Officer. The Employer agrees to notify the Guild not less than 30 days in advance of changes or public hearings affecting working conditions of any employee covered by this Agreement, except in emergency situations and provided that the Employer is aware of the changes or public hearings.

ARTICLE 3 - EMPLOYEE RIGHTS

Employees subject to this Agreement shall have the right of self-organization, to form or join labor organizations, and to bargain collectively through representatives of their own choosing.

ARTICLE 4 - MANAGEMENT RIGHTS

The Guild recognizes the prerogative of the City to manage or administer the Police Department in accordance with its responsibilities, powers, and authority, subject to other provisions of this Agreement. City prerogatives include, but are not limited to, the following items:

1. The right to establish reasonable rules and regulations;
2. The right to determine methods of operating and the introduction of new equipment;
3. The right to discipline, discharge, or suspend employees for cause;
4. The right to determine schedules of work and to establish the methods and processes by which work is to be performed;
5. The right to schedule overtime work and;
6. The right to take any action as may be necessary to carry out the mission of the City and the Department in situations of civil emergency as declared by the Emergency Management Director, Mayor, Governor, or President of the United States.

ARTICLE 5 - STRIKES PROHIBITED

A. The Guild and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage or slowdown, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Guild or any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken at the option of the City (provided that a challenge to the discipline is subject to the grievance and arbitration provisions of this Agreement) and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

B. In the event of a strike, work stoppage, slow-down, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Guild will, within one hour of notification by the City, attempt to secure an orderly return-to work within two hours of such notification. This obligation and the obligations set forth in Section A above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 6 - GUILD ACTIVITIES

A. The Guild's president or grievance committee chairman may briefly discuss grievances or potential grievances with Guild members on City time provided that they shall make arrangements to meet with the grievant on off-duty time to discuss the matters in detail. Official representatives of the Guild shall be given time off with pay to attend meetings with City representatives including but not limited to

meetings concerning grievances. Guild representatives shall provide the City forty-eight (48) hours notice of the need to attend such meetings whenever reasonably possible. A maximum of three Guild representatives (no more than two from road patrol) shall be released with pay to attend bargaining negotiations with the City. The parties will work together to minimize the impact of negotiations on departmental operations, and the Guild will work with the City to ensure that no more than two officers must be hired back on overtime. The Police Chief or designee shall grant an employee who is also a Guild Representative reasonable release time on duty (with pay) for the purposes of handling grievances and other legitimate Guild business relating to the Guild's function as a collective bargaining representative, provided that such release time does not unreasonably interfere with the work and duties of the employees or of the other on-duty employees. Normally such release time extends to one employee at a time. Activities, which are brief or intermittent in nature, do not require notice to the supervisor. The Police Chief or designee shall grant an employee who is also a Guild Representative reasonable release time on duty (with pay) for the purposes of attending Civil Service Meetings.

B. Bulletin Board Space

1. The City shall provide bulletin board space on a wall for Guild use in each of the buildings where police officers work. The location in each building shall be in a place where all of the members of the Guild have routine access, where members spend a majority of their time in the building, and is generally not where unescorted members of the public are routinely allowed access. Material posted thereon shall be the responsibility of the Guild and shall relate only to Guild meetings, elections, social events, reports of committees and Guild Board of Directors.
2. No notices shall be posted in or around the City property except on the assigned bulletin board space. No Guild notice shall be posted until it shall have been signed by the President, Vice President, Negotiations Chair, or Secretary of the Guild.

C. The City shall provide office space for a Guild filing cabinet, in a secure area of the Police Department where a majority of Guild members work.

D. The Guild 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 Guild-sponsored performance or advertising in any Guild or Guild-related publication or associate memberships in the Guild or any Guild-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 fundraising, and the methods to be employed in the specific campaign.

E. Guild Membership - It shall be a condition of employment that all employees of the Employer covered by this Agreement, shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Guild or in lieu thereof pay a service charge equivalent to the regular Guild initiation fee and monthly dues to the Guild as a contribution towards the administration of this Agreement. Objections to joining the Guild which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall be observed. Any such employee shall pay an amount of money equivalent to regular Guild initiation fee and monthly dues to a non-

religious charity or to another charitable organization mutually agreed upon by the employee affected and the Guild. The employee shall furnish written proof to the Guild that such payment has been made.

F. Payroll Deduction - Upon receipt of a voluntarily signed authorization by an employee covered by this Agreement, the Employer shall deduct from the employee's wage the regular monthly Guild membership dues payable to the Guild during the period. The Employer shall remit said monthly dues to the Guild on a monthly basis.

ARTICLE 7 - 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 at the lowest possible level in the grievance procedures, and there shall be no suspension of work or interference with the operations of the Department. Meetings or discussions involving grievances or these procedures shall occur outside of regular working hours unless otherwise mutually agreed.

B. For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement and other written Agreements between the City and the Guild.

C. Steps in the grievance procedure

Step 1. The grievant employee or the Guild shall present the grievance within fourteen (14) calendar days of its alleged occurrence to the Division Commander, who shall attempt to resolve it and shall respond to the grievance within seven (7) calendar days after receipt of the grievance.

Step 2. If the grievant employee or the Guild is not satisfied with the solution of the Division Commander, the employee or Guild shall submit written notice to the Chief of Police or designee, and a copy to the Guild including: (1) statement of the grievance and relevant facts, (2) specific provision(s) of the contract violated, (3) remedy sought, and (4) reasons for dissatisfaction with the Division Commander's solution within ten (10) calendar days of the date of the Division Commander's response. The Chief of Police or designee shall attempt to resolve the grievance within fourteen (14) calendar days after receipt of the grievance.

Step 3. If, after seven (7) calendar days from the date of the Chief's response, the grievance remains unresolved, the written grievance as set forth in Step 2 may be presented to the City Manager or his designee who shall respond to the grievance in writing within twenty-one (21) calendar days from the date of receipt, with a copy to the Guild.

Step 4. If, after thirty (30) calendar days from the date of the City Manager's response, the grievance remains unresolved, the grievance as set forth in writing in Step 2 may be submitted to an arbitrator at the discretion of the Guild, in accordance with the following procedures:

a. A Guild Representative and the City Manager or his designee shall communicate within seven (7) calendar days after notice of arbitration has been given to select an arbitrator. If the parties mutually agree, they may choose a mediator prior to submission to arbitration. The mediator may be selected by mutual agreement. Nothing said or done by the mediator or any party in the mediation or settlement discussions

may be referenced or introduced into evidence at the arbitration hearing. If mediation does not result in a settlement, the parties may proceed to arbitration as provided in this Article. If the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) names and the parties shall alternately strike one name from the list until only one name remains. A coin toss shall determine the party striking the first name. The one name remaining shall be the arbitrator.

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 arbitrator shall render a decision within thirty (30) calendar days after such hearing. The power of the arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement. The decision of the arbitrator within these stated limits shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is 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 provision of this Agreement.

c. The fees and expenses of the arbitrator shall be paid equally by both parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own legal representatives, attorneys, and expert witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

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 prior to thirty (30) days prior to the date when such grievance shall have first been presented.

e. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

D. In the case of disciplinary actions appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of the remedies shall be made after the receipt of the Step 3 response. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. If mutually agreed, time limits will be extended to complete a reasonable investigation before the election of remedies is made.

E. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure of the employee to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of that specific grievance.

ARTICLE 8 - OUTSIDE EMPLOYMENT

Permission to work at outside employment while an employee of the City must be approved in advance, in writing, by the Chief of police or his designee. Outside employment will be approved, if the following five conditions are met:

1. Be compatible with the employee's City duties.
2. In no way detract from the efficiency of the employee in City duties.
3. In no way be a discredit to the City or the Police Service.
4. Not take preference over extra duty required by City employment.
5. Not involve the use of Department uniforms or equipment unless authorized in writing by the Chief of Police or his designee.

It is understood that the Chief of Police or his designee, after conferring with the officer and allowing a reasonable amount of time to resolve any conflict with the above criteria, may upon reasonable grounds revoke or restrict permission to hold outside employment.

ARTICLE 9 - SALARIES

A. Basic Salaries:

Effective January 1, 2017 employees shall receive a Cost Of Living Adjustment (COLA) of four percent (4.0%). Basic salaries for employees in the bargaining unit shall be in accordance with the schedule set forth in Appendix A.

Effective January 1, 2018 wages shall increase by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth in Appendix A with a two percent (2.0%) minimum and a four percent (4.0%) maximum pay increase.

Effective January 1, 2019, wages shall be increased by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth in Appendix A with a two percent (2.0%) minimum increase and a four percent (4.0%) maximum pay increase.

Basic salaries for employees in the bargaining unit shall be in accordance with the schedule set forth in Appendix A. Police recruit salaries shall be at Police Recruit Step A, until the recruit successfully completes the Basic Law Enforcement Academy. Recruits, who have successfully completed the Academy, and lateral entry police officers, shall receive salaries Police Recruit Step B, until they are released from the Field Training Program. Officers who have successfully completed the Field Training Program shall advance to Police Officer Step A. Thereafter, a police officer shall be eligible for annual merit step increases up to Police Officer Step E. No such step increase shall be denied employees who have met acceptable performance standards.

At the discretion of the Police Chief, the initial pay step for a lateral entry police officer may be placed between Recruit Step B and Officer Step C, depending on experience. After successful completion of the Field Training Program, the lateral entry officer shall advance to the next step in the same manner as other employees of the bargaining unit.

All regular paychecks will be directly deposited to the bank account of the employee's choice.

The City shall contribute additional pay, equal to seven point five percent (7.5%) of the employee's basic salary to the employee's deferred compensation account and will be considered as part of the employee's basic salary for services rendered.

Employees hired after September 30, 1977 and before April 1, 1986 shall receive additional pay in an amount equal to two percent (2%) of their base salary paid into the employee's deferred compensation account by the City. This 2% contribution to the employee's deferred compensation account will be considered as basic pay for services rendered and will be paid in addition to the City's other contribution to the employee's deferred compensation account as described above

B. Special Pay:

Premium pay at the amount indicated shall be given to the positions shown below. These positions are not permanent ranks but rather are provisional appointments made at the origination and termination of the Chief of Police.

1. Employees assigned to the Investigative Division as Detective Officers shall receive premium pay in the amount of 3.3% of the officer's base pay per month.
2. Motorcycle Officers shall receive premium pay in the amount of 3.3% of the officer's base pay per month. Any Officer who is not a Motorcycle Officer or is not assigned to the Traffic Unit (Bureau), but is assigned to investigate a serious injury or fatality accident shall receive a three point three percent (3.3%) hourly pay premium for the entire shift for those days when any such investigative duties are performed by the employee. The premium shall also be calculated into overtime at the rate of one and one-half (1.5) times the regular rate when traffic investigative duties are performed on overtime.
3. Special Weapons and Tactics (SWAT) team member (except hostage negotiators) shall receive premium pay in the amount of 3.3% of the officer's base pay per month. This pay shall be in addition to any other specialty or premium pay that the employees may receive.
4. Employees assigned to the Canine Unit (K-9 duties) shall receive premium pay in the amount of three point three percent (3.3%) of the employee's base salary paid each month.

Hours of work for designated canine officers shall include:

- a. Three one-hour training shifts per workweek.
- b. The regular shift for canine officers shall be reduced by one hour per workday, based on the existing schedule.
- c. When a canine officer is on sick leave, compensatory time off, or vacation leave, and continues to provide care for the police canine, the officer's leave bank will be charged in accordance with paragraph "b".
- d. When a canine officer is on sick leave, compensatory time off, or vacation leave and the canine is boarded at a kennel at the city's expense, the canine officer's shift will not be reduced and the leave bank will be used accordingly.

5. Employees assigned to field training officer (FTO) duties shall receive premium pay in the amount of five percent (5.0%) of the officer's base pay rate.
 - a. Employees performing any FTO/PTO Duties for all of the regularly scheduled workdays in their semi-monthly pay period shall receive premium pay of 5% of their base pay rate in addition to their normal wages for the pay period.
 - b. Employees who do not perform FTO/PTO Duties on all of the regularly scheduled workdays of the semi-monthly pay period shall receive a five percent (5%) hourly pay premium for the entire shift for those days when any FTO/PTO duties are performed by the employee. The premium shall also be calculated into the overtime at the rate of one and one-half (1.5) times the regular rate when FTO/PTO duties are performed on overtime.
6. Employees assigned to Academy instructional duties or TAC Officer duties at the Washington State Criminal Justice Training Commission (CJTC) shall receive special pay in the amount of three percent (3%) of the officer's base pay for those months so assigned as long as it does not exceed the reimbursable amount from CJTC. These officers shall also receive FTO or PTO pay during those months assigned and they shall receive an additional seven percent (7%) premium pay for travel expenses as long as it does not exceed the reimbursable amount from CJTC.
7. Employees serving as Firearms Instructors, Defensive Tactics (DT) Instructors (also includes Taser Instructor), Less Lethal Instructors, Emergency Vehicle Operator Course (EVOC) Instructors, Drug Recognition Experts (DRE), or First Aid-CPR-BBP Instructors are generally required to participate in higher levels of training, design lesson plans, provide additional courtroom testimony, and may incur additional liability. These officers shall receive premium pay in the amount equal to one percent (1%) of their base pay each month.
8. School Resource Officers (SRO) shall receive premium pay in an amount equal to three point three percent (3.3%) of the officer's base wage, to include during the school year and summer months.

C. Out of Classification: An employee designated by the Chief of Police as acting-in-capacity in a higher position than his/her permanent classification shall immediately receive pay in that position's salary range at the first step of that position that represents a minimum of eight percent (8%) increase over his/her current pay, including any special pay.

D. Educational Incentive and Premium Pay: Each officer who has or who is awarded either an Associate's Degree or Bachelor's Degree from an accredited institution of higher education shall receive premium pay in accordance with the schedule set forth in Appendix "A". Officers who have earned 90-quarter credits or 60-semester credits from an accredited institution of higher education shall receive the educational incentive and premium pay the same as an officer who has an Associates Degree. Officers who have earned a Master's Degree from an accredited institution of higher education shall receive premium pay in accordance with the schedule set forth in Appendix "A". The incentive and premium pay for each degree shall not be cumulative.

1. Eligibility

a. Officers with no fulltime police experience prior to the Olympia Police Department will not be eligible for educational incentive or premium pay until two (2) years from their date of hire.

b. In the case of officers who have had police experience other than with the Olympia Police Department, they would receive educational incentive pay upon the successful completion of the Department approved training program (PTO/FTO).

2. Time spent in pursuit of educational incentive pay is considered off-duty, personal time.

E. All employees covered by this Agreement shall receive longevity pay each month in accordance with the longevity schedule in appendix A, based on the established percentages of the employee's base pay. The schedule reflects the year of service the employee is currently in; not the year of service completed.

F. Bilingual Pay: Employees shall receive a bilingual pay allowance of 3.3% added to their base pay when language skills have been confirmed by an agreed upon language specialist or such other method as the City shall reasonably determine. Bilingual pay for officers having conversational proficiency in Spanish, Asian, Pacific Islander, Russian, Slavic and Sign Languages can qualify for this incentive. Recertification of language skills must be made every three years within three months following the anniversary date of the certification. Those failing to recertify will lose the premium the first pay period following the 3-month certification time period.

ARTICLE 10 - HOURS OF WORK

A. The regular workday shall be ten hours and 40 minutes.

B. The average weekly hours of duty in any year shall not exceed an average of forty (40) hours.

C. Any changes in the length of the workday or the workweek during the life of this Agreement will only be made by mutual agreement. The Guild and the City agree to meet periodically to examine what changes, if any, should be made to the present schedule. School Resource Officers normally work an 8-hour shift with donning and doffing time included in these hours.

D. Officers are expected to be at work on time and not leave until the end of their shift. Regularly scheduled duty hours are still 10 hours and 40 minutes for uniformed officers, except for School Resource Officers. School Resource Officers normally work an 8-hour shift.

E. The parties agree that annually the Guild shall bid on four separate three-month shifts (January through March, April through June, July through September, and October through December). Shift bidding will be done by seniority.

Once probationary employees are released from the FTO/PTO program, or are operating as a single-officer patrol unit, the employee will be required to complete one quarter-year on Day Shift, one quarter-year on Swing Shift, and one quarter-year on Night Shift (Graveyard Shift) before the employee will be allowed to bid for shifts. "Quarter-years" are defined in the preceding paragraph. Once released from the FTO/PTO program the priority will be having the employee complete one quarter on each shift, over having the employee stay with the same Sergeant. If the employee is released from the program 15

days or less past the start of the new quarter for the team the officer is assigned to, the quarter shall be counted as a complete quarter for the purposes of this section. The start of the new quarter is the first workday of the quarter for each team. The probationary officer is expected to be in the academy and in the FTO/PTO program for a combined period of about 8 to 9 months, generally allowing the officer the remaining portion of the probationary period to work each of the three quarters as described above, but could extend beyond the probationary period to meet the requirements of this section. If the employee completes the 18-month probationary and has not completed one quarter on each shift, the employee may bid for either team in a new year, to complete the requirement of working one quarter on each shift. If the new employee has completed the FTO/PTO program, finished working one quarter on each shift, and still has probationary time remaining that is more than 15 days, the employee will be generally assigned to the shift of the employee's primary Sergeant during the remainder of the probationary period.

The bidding for the next year will be conducted in October or November of the previous year.

The Guild shall continue to conduct the annual shift bidding for each quarter; however, the Police Department Administration shall schedule at least two weeks in advance, the work schedule for any employee changing Patrol Teams at the start of each year, and the scheduling will be consistent with the employee's shift bid. Adjustments to the employee's work schedule for team changes shall occur after Christmas day and be completed within 14 days of the first change in the employee's regular schedule.

Officers changing from one patrol team to the other shall not work more than 15 days in any 28-day period and shall not work more than five consecutive days without one or more days off, excluding any overtime assignments. Officers changing between a specialty assignment and patrol assignment shall not be required to work more than five consecutive days without one or more days off and shall work an average of 40 hours per week when averaged over any 28-day period, excluding any overtime assignments.

The Department retains the right to move an officer to a different shift when it has reasonable cause to do so. If the City changes the work schedule of any employee the City shall give notice to the effected employee at least fourteen (14) days in advance. If notice to change a work schedule is given with less than 14 days' notice, the employee shall have the option of working the original hours of scheduled work and working any additional hours to accommodate the change at the overtime rate of pay. While the City has concerns about officers working graveyard on an extended basis and about the inability of officers to follow their supervisors to another shift, it has agreed to see how the above procedure works. The Guild recognizes that the City explicitly retains the right to raise these issues in further negotiations.

F. The City may adjust the starting time for employees on the patrol schedule for any shift up to two (2) hours, provided that such adjustments are only for short-term projects which shall last no longer than two (2) weeks, shall be only by mutual agreement between the employee and the supervisor, and further provided shall not be used for the purpose of covering shift staffing shortages.

G. For purposes of patrol shifts on duty during the change to Daylight Savings and back to Standard Time, the shift will begin one (1) hour earlier in the Spring and one (1) hour later in the Fall.

H. Minimum staffing levels for Patrol Officers and regular hours of work for Patrol Officers will remain as described in the Memorandum of Understanding of December 14, 2009. This shall not prohibit the City from staffing Patrol with numbers of officers larger than the minimum.

ARTICLE 11 - OVERTIME AND CALL BACK

A. Overtime: Overtime shall be defined as authorized work for the City performed in excess of the regular workday. All overtime shall be compensated at the rate of time and one-half the regular rate of pay. Compensation for overtime shall take the form of cash or compensatory time, at the employee's option, except that compensatory time off accumulated shall not exceed eighty-five (85) hours per employee. Upon the accumulation of eighty-five (85) hours of compensatory time, all overtime shall take the form of cash until an employee's accumulation is less than eighty-five (85) hours, at which time the employee may again accumulate compensatory time subject to the eighty-five (85) hour maximum stated above. Employees who work a 10 hour and 40 minute workday schedule may accumulate up to one hundred seven hours (107) of compensatory time. Requests to schedule compensatory or holiday time made ten (10) days in advance of the requested date will be granted. Compensatory time with less than ten (10) days' notice shall be allowed the time off if arrangements can be made for a replacement and no other officer has been approved for compensatory time off for that shift. Only one Officer on each shift shall normally be allowed to take compensatory time off during May Day (May 1st) and the five days of Lakefair (in July) each year. However, additional compensatory time off can be approved at the discretion of the supervisor. Additionally, an officer can request compensatory time off if compelling circumstances exist, which would be approved on a case-by-case basis. If sixteen (16) or more hours are worked within a twenty-four (24) hour period, each additional hour beginning with the seventeenth (17th) hour shall be compensated at double time. The employer will cash out the accrued but unused compensatory time in excess of fifty-four (54) hours on the first pay period of December of each calendar year.

Effective upon signing of this agreement, compensatory time credited toward final average salary for the purposes of reporting to the Washington State Department of Retirement Systems (DRS) will be limited to compensatory time earned in the last year of employment.

B. Call Back: The City agrees to pay a minimum of three (3) hours overtime at time and one-half the regular rate of pay to employees called back to work after having left work unless the time extends to the officer's regular work shift or the employee is called back to rectify his or her own error which requires immediate correction.

C. Phone Calls: Employees who are off-duty and receive a phone call from a ranking member of the City, or from a person acting at the discretion of a ranking employee of the City, or anyone employed by the Prosecuting Attorney's Office, or any Court, shall receive overtime pay as follows:

1. Officers working Day Shift or Swing Shift shall receive pay for the actual length of the call, with a minimum of thirty (30) minutes of overtime pay.
2. Officers working the Graveyard Shift (also known as the Night Shift) shall receive pay for the actual length of the call, with a minimum of sixty (60) minutes of overtime pay.
3. If the employee receives multiple phone calls, the employee will not be paid twice for the same period of time. For example, if the employee receives two phone calls that are each

five (5) minutes long and are received fifteen (15) minutes apart, the employee would receive the thirty (30) minute or sixty (60) minute minimum, because they are within the same thirty (30) minute period. If the employee received one phone call for ten (10) minutes and a second phone call was received three hours later, the employee will receive the minimum overtime pay (thirty (30) minutes or sixty (60) minutes) for each call.

4. Employees shall not receive overtime pay if the phone call is to correct the employee's own mistake.
5. Employees shall not receive overtime pay if the purpose of the call is to ask the employee if they want to work voluntary overtime assignments.

D. **Standby Time:** If the City determines there is a need to place employees on stand-by for an event or occasion, the City will post the date(s) and times employees are needed for stand-by duty. The City will first seek eligible employees who voluntarily agreed to be on stand-by assignments. All employees assigned to stand-by duty, who request one, will be given a cellular telephone or pager in good working order for the purpose of calling the employee into work or terminating the stand-by assignment. Employees on stand-by duty will not be confined to a particular location and may leave their residence with the cellular telephone or pager, so long as they can respond to the Police Department main station with their duty uniforms and equipment within sixty (60) minutes of being called by telephone or pager. An employee assigned to stand-by duty shall receive a rate of pay equal to the prevailing minimum wage described by law.

E. **Waiver of Overtime for Mutual Shift Exchanges:** As the mutual exchange of shifts is solely for the convenience of employees, no overtime shall be paid to an employee who voluntarily trades shift time which exceeds the normal workday by virtue of such trade. Time worked beyond the normal traded shift shall be compensated as in Paragraph A.

F. Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.

G. **Fatigue Management.** Police Officers on the 10 hour 40 minute schedule will not work more than 16 consecutive hours, including extra duty, in a 24-hour period. Employees on the 10 hour 40 minute schedule will have a minimum of 8 consecutive hours off duty in every 24-hour period. This does not apply to off-duty employment.

Exceptions may be made due to exigent or emergency situations. The shift supervisor responsible for the overtime period shall approve such exceptions. Examples of exigent overtime include but are not limited to: necessary report completion, SWAT callouts, major ongoing investigations such as homicides, robbery, rape, abducted or missing children, court appearances. Minimum staffing and other pre-scheduled special events do not constitute exigent or emergency circumstances.

Off-Duty Employment is voluntary extra Department-related work, approved, scheduled, and paid by the City, but is funded by a source other than the City. Officers working off-duty employment shall be compensated by overtime pay and not compensatory time.

ARTICLE 12 - COURT APPEARANCES

A. Employees, on off-duty time or on vacation, who are subpoenaed to give testimony in court about events arising out of their employment shall be paid or compensated as follows: Time and one-half the regular rate of pay with a minimum of three (3) hours, except that those employees appearing for less than one hour immediately before or after their shift shall be paid a minimum of one (1) hour.

B. Employees subpoenaed to give testimony shall be entitled to the hourly minimum if notification of cancellation is not received by 5:00 p.m. the calendar day prior to the scheduled court appearance, unless the cancellation occurs while the employee is on duty and is so notified. Employees who are off-duty and are under subpoena to give testimony, and have not received notification of cancellation or a change in date or time of the testimony or appearance, prior to 5:00 PM the calendar day prior to the scheduled court appearance, shall receive time and one half the regular rate of pay starting from the date and time posted on the subpoena, or an earlier time if requested by the prosecutor, until released for the day.

C. All monies received for such services as a witness shall be surrendered to the City, except in those cases where the employee is not compensated for such an appearance by the City.

ARTICLE 13 - ANNUAL LEAVE

This Article applies to all employees, except those LEOFF I employees who elect to remain with the benefit plan as provided under Article 13 - 1.

A. Annual Scheduled Leave

1. Employees shall accrue annual leave in accordance with the schedule set forth in Appendix
2. Annual leave shall be accrued monthly in accordance with the schedule in Appendix B, except that leave accrued during the first twelve (12) months of continuous service may not be taken until the employee completes the first twelve (12) months of continuous satisfactory service. Such earned leave may be used for unscheduled leave according to Paragraph B.
3. The maximum accumulation of annual leave is 960 hours. However, if an employee submits a request for leave and the request is denied because of seniority preference or the needs of the City, leave credits may be allowed to accrue beyond the 960 hour limit. Such an employee will be required to take off those days earned above the 960 hour limit at the discretion of the City. Once such excess days are used, the employee's maximum permissible accumulation returns to 960 hours. Except for illness, injury, or death, the maximum number of hours that can be cashed out will remain at 480 hours.
4. When an employee is terminated, accrued annual leave up to a maximum of 480 hours shall be paid to the employee at the employee's current basic rate of pay and all add pays as defined in Article 14 (Paid Holidays), B, 1, 2nd paragraph. If the employee is deceased, accrued annual leave up to a maximum of 960 hours shall be paid to the employee's estate.
5. Scheduling of leave shall be based first upon the convenience of the operations of the City, as determined by the City, and secondly upon the length of service of the employee.

6. The parties agree to work on an MOU about scheduling vacation leave, which would go into this section once an agreement is reached. This MOU creates an opportunity for the parties to mutually agree on a revised provision, but the contract will only be reopened to implement such revised provision upon mutual agreement.

B. **Unscheduled Annual Leave (Sick Leave)**

1. All employees shall have their sick leave banks frozen at existing balances as of January 1, 1986.

2. Such frozen sick leave and unscheduled annual leave may only be used for illness, injury, and compassionate leave as follows:

The first four (4) days of any illness or injury shall be charged to annual leave for each occurrence. Any such leave for the fifth and subsequent days shall be charged to frozen sick leave (if available) computed from the first day. If an employee suffers a recurrence of a previous illness or injury which resulted in an unscheduled absence of four (4) days or more, all subsequent paid leave hours for this recurrence shall be charged to the employee's sick leave bank (if available) regardless of the length of such recurrence. The employee is required to provide a physician's verification that such disability is a recurrence of the same illness or injury.

3. No compensation for frozen sick leave balances shall be paid upon termination of employment.

4. Annual leave shall not accrue during leaves of absence without pay or layoffs.

5. Unscheduled annual leave and sick leave with pay shall be granted only for the following reasons:

a. personal illness or physical incapacity resulting from causes beyond the employee's control;

b. enforced quarantine of the employee by physician;

c. illness within the immediate family (mother, father, spouse, domestic partner, brother, sister, children, domestic partner's children, mother-in-law, father-in-law, domestic partner's parents, son-in-law, daughter-in-law, grandparent, grandchild, domestic partner's grandchild or any person considered in loco parentis) of the employee requiring the employee's presence. If the department head feels that it is appropriate, the employee may be requested to provide documentation that the illness does in fact require the employee's presence and such documentation will be at the Employer's expense; documentation would be routed to and maintained in confidential medical files in the Human Resources Department.

d. medical or dental treatment for the employee or within the immediate family of the employee as defined above, requiring the employee's presence. If the department head feels that it is appropriate, the employee may be requested to provide documentation of such medical treatment or of the need for the employee's presence and that such

documentation will be at the expense of the Employer. Shift employees shall make every effort to schedule such treatment when they are not on duty.

6. In addition to the above listed reasons, up to three scheduled working days duration of paid leave may be taken by any employee to attend to child care responsibilities resulting from the illness of a spouse. Such leave shall run concurrently with paid leave granted under Paragraph 5 above.

7. When an employee goes on unscheduled annual leave or sick leave, he must notify his supervisor within one (1) hour prior to the time he is required to report to work. Failure to do so may result in denial of leave pay. To receive leave pay in excess of three (3) working days, the employee must present a statement by a physician certifying that the employee's condition prevented him from performing the duties of his position during the period of illness. Expenses to obtain the certifying statement will be paid by the Employer.

8. However, this requirement may be waived by the department head or designee. In addition, a physician's statement at the Employer's expense may be required for sick leave of less than three (3) days duration. If a physician's statement certifying that an employee is not fit for work is required, and if the employee fails to supply it, the lost time shall be disallowed as sick leave and must be taken without pay.

If authorized leave is taken after an employee has expended all paid leave benefits, at the employee's option the lost time must either be charged against presently accumulated compensatory time or be taken without pay.

9. Absence for part of a day for reasons in accordance with the leave provisions shall be charged against accrued leave in an amount not less than one-quarter hours. Holidays and other regular days off shall not be charged against paid leave.

10. If a LEOFF II employee is absent due to illness or injury in connection with his employment with the City, for which he/she is receiving payment from State Industrial Insurance, the City's supplemental payment shall be as provided for under State law. Paid leave shall be charged on a pro-rata basis in this case until exhausted up to the employee's regular pay as defined by State law. It is understood that annual leave, shall not accrue while an employee is receiving the LEOFF II time loss supplement as required by State law.

11. Unscheduled annual leave used as sick leave and sick leave is primarily intended to be used for rest and recuperation from illness or injury. Any abuse of paid sick leave privileges, such as working at another job while drawing sick leave pay from the City, will result in the loss of paid leave for the lost time and will serve as grounds for disciplinary action.

C. Sick Leave Without Pay

1. Upon application of probationary or permanent employee, a leave of absence without pay may be granted by the City Manager or designee.

2. Such leave may be limited to twelve (12) months. The City Manager may from time to time require that the employee submit a certificate from the attending physician or from a

designated physician. In the event of a failure or refusal to supply such certificate or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of his other duties, the appointing authority may cancel such sick leave without pay and require the employee to report for duty on a specified date.

3. Sick leave without pay shall be granted only after all accrued annual paid leave, compensatory time, and sick leave have been exhausted.
4. An employee may continue to purchase medical insurance through the City during sick leave without pay provided such purchases are permitted by the City's insurance carrier and provided further that the employee pays for all premium costs of such insurance.
5. The City Manager may terminate an employee if, at the end of the twelve (12) months of unpaid sick leave, the employee is unable to resume their duties.
6. This section shall not apply to employees covered by the Law Enforcement Officers and Fire Fighters Retirement System hired before October 1, 1977.

D. Compassionate Leave

Permanent fulltime employees shall be allowed up to three (3) consecutive work days leave with pay in the event of a death in the employee's immediate family (mother, father, spouse, domestic partner, brother, sister, children, domestic partner's children, mother-in-law, father-in-law, domestic partner's parents, son-in-law, daughter-in-law, grandparent, grandchild, domestic partner's grandchild or any person considered in loco parentis, and person living in household. In extraordinary circumstances, additional time off may be approved by the Chief or designee and charged to annual leave or compensatory time earned.

E. Family and Medical Leave

Family and medical leave shall be granted as required under the Family and Medical Leave Act (FMLA) and the current City Policies.

In accordance with state law, an employee eligible for sick leave or other paid time-off under the State Family Care Act, shall be allowed to use any or all of the employee's choice of sick leave or other paid time-off including comp time for an illness or accident, disability (including maternity), or qualifying illness or disability of a qualified family member. As defined in RCW 49.12.270 as amended, qualified family members are limited to children, spouse, parent, parent-in-law, or grandparent.

Employees, at the direction of the Police Chief or designee, may further be required to obtain a physician's verification of illness/injury when their illness, injury, or disability or the care of a qualified family member requires them to be absent from work, in accordance with state law. Documentation would be routed to and maintained in confidential files in Human Resources Department.

ARTICLE 14 - PAID HOLIDAYS

A. The following holidays are recognized and observed by the City as paid holidays for permanent fulltime employees:

New Year's Day	January 1 st
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	The day after Thanksgiving Day
Day before Christmas	December 24 th
Christmas Day	December 25 th

1. For employees who's regularly scheduled shift begins and ends on the same date: The employee's holiday will begin at 0001 hours and end at midnight.

2. For employees who's regularly scheduled shift begins on one date and ends on the next date: The employee's holiday will include the entire shift which begins or ends on the holiday, including extensions of the shift both before or after the regularly scheduled shift, so long as there is not a separation of the regular shift and the extension(s), of not more than two hours. The employee shall be entitled to only one holiday-shift including any extensions, for each holiday described above.

B. Holiday pay and time off shall be governed as follows:

1. Employees who work on a holiday shall receive holiday-pay at a rate of one and one half (1.5) times the employee's regular rate of pay for all hours worked during the employee's holiday, and will be added to the pay that the employee would normally receive for the hours worked on that day.

Holiday pay will be calculated using the "basic rate of pay" and all "add-pays" earned by the employee at the time of the holiday being compensated. The current method used to calculate "Basic Pay Rates" are as follow: Basic Salaries are described in Article 9 and Appendix "A" of this agreement. Deferred compensation paid to employees by the City (as provided in Article 9 of this agreement) is defined as "basic pay for services rendered" and is therefore combined with the base wage (Basic Salaries) in Appendix A, to create the "Basic Pay Rate." "Pay Step 6" is also included in this Basic Pay Rate. "Pay Step 6" was created by Payroll staff, and was agreed to by both the City and Guild to address the provision of the labor contract found in Article 9, section A, concerning employees hired between October 1, 1977 and April 1, 1986. Payroll staff uses the term "Add-Pays" to describe: Education Incentive and Premium Pay, Fitness Pay, Longevity Pay, Bilingual Pay, Out of Classification Pay, and Special Pays/Premium Pays. Special Pays and Premium Pays currently include Detective assignments, FTO/PTO assignments, Motorcycle Officers, SWAT Team members, Canine Unit assignments, SROs, Instructors, DRE, and

assignments to CJTC. These "Add-Pays" are figured using the percentages of the "Basic Pay Rate" described in the CBA.

At the employee's option, employees working on their holiday may receive compensatory time at the rate of one and one half (1.5) times the hours worked, in lieu of holiday-pay, subject to the accrual limitations established in Article XI of this labor Agreement.

2. When the holiday falls on an employee's regularly scheduled workday, but the employee is given the entire holiday off, the employee shall receive their normal pay for all of the hours that the employee would normally be scheduled to work, at the regular rate of pay for the holiday time off.

3. When the holiday falls on an employee's regularly scheduled day off, the employee shall receive either:

a) A full day off with pay on the employee's first regularly scheduled day of work preceding or following the days off in which the holiday fell. This day off must be approved by a supervisor, or;

b) Holiday pay at the employee's regular straight-time rate of pay for all of the hours the employee would normally work during the employee's regular shift, in addition to the employee's regular wages during the pay period. If the employee works during the holiday on a scheduled day off, they shall receive holiday pay at a rate of one and one half (1.5) times the employee's regular rate of pay for all hours worked and it will be added to the overtime pay that the employee would normally receive for the hours worked on that day, and; if the number of hours worked is less than the number of hours the employee works in a regularly scheduled workday, the employee will also receive holiday pay at the straight-time rate for the remaining hours in the length of the employees normal hours.

At the employee's option, employees working on their holiday may receive compensatory time at the rate of one and one half (1.5) times the hours worked, or compensatory time at the straight-time rate when the straight-time rate applies as described in Article XIV, Section B., Paragraphs 3 and 5, in lieu of holiday-pay; subject to the accrual limitations established in Article XI of this labor Agreement.

4. Employees assigned to Patrol, Walking/Bicycle Patrol, Traffic Officers, and the K-9 Unit, shall work their normally scheduled shifts that fall on the employee's holidays. These employees may be allowed to have the holiday off if they submit a request and with the approval of a supervisor.

5. Employees assigned to the Detective Bureau, Administration, Crime Prevention, Drug Unit, or, School Resource Officers shall be permitted to have the holidays off unless a supervisor directs them to work their regularly scheduled shift; or, the employee may work their regularly scheduled shift on the holiday with thirty days (30) advanced written notice of their intent to work the holiday. These employees who are directed to work on the holiday shall receive holiday pay at a rate of one and one half (1.5) times the employee's regular rate of pay for all hours worked during the employee's holiday, and will be added to the pay that the employee

would normally receive for the hours worked on that day. These employees who voluntarily submitted the 30-day advanced written notice of their intent to work on the holiday shall receive holiday pay at a rate of straight-time for all of the hours worked during the employee's holiday.

6. The Department may not reschedule an employee's regular shift for the purpose of avoiding payment of holiday pay as provided above.

ARTICLE 15 - JURY SERVICE

An employee shall continue to receive his or her regular salary for any period of required service as a juror. Employees will be expected to report for work when less than a normal workday is required by such duties.

Employees working on swing or graveyard shifts who are required to perform jury duty on a scheduled workday will have their scheduled hours reduced by the time actually spent in jury service. The City may move employees temporarily to day shift for the period of jury service without advance notice.

ARTICLE 16 - UNIFORMS

A. Officers: The City shall provide a complete uniform for each Officer as listed in Appendix C. Once during the term of this Agreement, each Officer will have the choice of uniform options listed in Appendix C. The City shall also replace components of the uniform, which have been damaged in the performance of duty.

B. Detectives: Every Officer assigned to Detectives shall be given an allowance for clothing in the amount set forth in Appendix A, which allowance shall be paid upon his assignment as a Detective and which shall be paid quarterly following the first year of assignment.

C. Cleaning Allowance: All employees within the bargaining unit shall be given a cleaning allowance in the amount as set forth in Appendix A, which allowance shall be paid quarterly.

D. Footwear: The City agrees to pay each Officer an allowance of \$105.00 during the month of January of each year, for the purchase or repair of appropriate shoes or boots to be worn on duty. This Allowance is considered a taxable fringe benefit and as such will be treated as income and taxable under applicable federal laws.

ARTICLE 17 - INSURANCE BENEFITS

The Guild and the City agree to the medical, dental and vision insurance plans offered by the Association of Washington Cities Employee Benefit Trust (AWC). The City agrees to maintain the benefits offered in those AWC plans at existing or substantially similar levels for the duration of this Agreement.

A. Dental Insurance

The City agrees to pay the total cost of dental insurance for employees and their eligible dependents for the Washington Dental Service Plan F and Orthodontia Plan II.

B. Medical Insurance

1. The City agrees to pay the total premium for employee medical coverage.
2. For 2017, Guild members will be able to choose between the Regence PPO Plan and the Group Health Co-Pay Plan 2 for medical insurance. Beginning January 1, 2018, Guild members will be able to choose between the Regence HealthFirst 250 Plan and the Group Health \$20 Co-Pay Plan
3. The City and the employee will continue to share the cost of dependent medical coverage. The City will contribute eight-five percent (85%) and the employee fifteen percent (15%) of the total cost of dependent medical premiums.
4. Guild members shall be allowed to sign up for eligible pretax health expenses as part of the City's Flexible Spending Account plan.
5. The City shall study options concerning retiree health insurance coverage. In the event the City develops such a program during the term of this Agreement it shall be offered to the Guild. In the event the City fails to develop such a program which the Guild finds satisfactory, the parties reserve the right to renew this subject in future negotiations.
6. Incentive Plan: Members of the collective bargaining unit, who opt out of the Medical Plans paid by the City of Olympia for employees, shall be paid an incentive of two hundred fifty dollars (\$250) per month by the City. The incentive plan will be available to employees upon the signing of this agreement. In order to receive the incentive, employees must provide proof of other medical coverage except for those employees who are voluntarily covered as a "spouse/partner" rather than as an "employee" under the City's insurance plan.

Employees of the City who are voluntarily covered as a "spouse/partner" rather than as an "employee" under the City's insurance plan must enroll during the open enrollment period. The city reserves the right to cease this program at any time for any reason. If the City ceases the program for any reason other than violation of state or federal law the City will do so during open enrollment.
7. The parties signed on MOU agreeing to attempt to reach an agreement outside of this process on "Insurance 1-2" and a type of medical expense health benefit account. This MOU creates an opportunity for the parties to mutually agree on a revised benefit, but the contract will only be reopened to implement such revised benefit upon mutual agreement.
8. Both parties agree to re-open negotiations around medical/dental/vision benefits during the 2017-2019 CBA should the Union request to do so. The parties further agree that any changes in medical/dental/vision provider collectively bargained and agreed upon as part of the reopener shall not take effect prior to January 1, 2019.

C. Long Term Disability Insurance

The City agrees to pay up to \$55 per month per member during the term of the Agreement for disability insurance for a plan of the Guild's choice.

D. Life Insurance

The City agrees to provide a life insurance policy for each employee in the amount of \$50,000.00.

E. Vision Insurance

The City will pay 100% of the premiums for the employee and dependents for the Vision Service Plan, full family, no deductible, second pair rider.

F. Voluntary Employees' Beneficiary Association (VEBA)

On July 1, 2018, the employer shall provide a \$1,000 contribution to a VEBA for each employee continuously employed from December 31, 2017, through June 15, 2018. This VEBA is being paid for consideration of a reduced premium healthcare plan collectively bargained.

On July 1, 2019, the employer shall provide a \$1,000 contribution to a VEBA for each employee continuously employed from December 31, 2018, through June 15, 2019. This VEBA is being paid for consideration of a reduced premium healthcare plan collectively bargained.

The parties agree that the VEBA payout is non-precedential and, as a result, expires with the term of the 2017-2019 CBA. Should the parties re-open negotiations around medical/dental/vision benefits during the 2017-2019 CBA, VEBA payouts may be subject to change with agreement from both parties.

G. Deferred Compensation

It is mandatory that all members of the collective bargaining unit shall defer a minimum of fourteen point four eight percent (14.48%) of their base salary per month into the Deferred Compensation Program under Section 457 of the Internal Revenue Code. This amount includes the contribution to the deferred compensation plan, made by the City on the employee's behalf, as described in Article IX of this Agreement. Employees hired after September 30, 1977 and before April 1, 1986 shall contribute 16.44% of their base salary per month into the Deferred Compensation program.

Those members of the collective bargaining unit enrolled in the Group Health Cooperative medical insurance plan offered by the City through the Association of Washington Cities Employee Benefit Trust (AWC), may reduce their mandatory contribution to their deferred compensation plan from 14.48% or 16.44 % to a lower amount, but not lower than nine point four-eight percent (9.48%).

ARTICLE 18 - PHYSICAL FITNESS

A. The Olympia Police Guild and the City of Olympia hereby agree that the City may implement voluntary physical fitness standards for employees. Specifically, the City and the Guild agree:

1. The Guild shall not object and shall agree to the implementation of voluntary physical fitness standards attached hereto as Appendix E and incorporated by reference.
2. In the event the City's physical fitness standards are found to violate State or Federal law, or the Constitution of the State of Washington or the United States, the City agrees to hold the

Guild (as a legal entity) harmless for any claims or damages arising from physical fitness testing of employees provided that the City need not indemnify or hold the Guild harmless for any dishonest, fraudulent, criminal, or malicious act. In addition, either party may reopen negotiations on physical fitness standards in order to amend the standards to comply with legal requirements.

3. The Guild recognizes the City's right to amend entry-level physical fitness hiring standards without bargaining with the Guild. The City recognizes the Guild's right to bargain over any proposed changes in the physical fitness standards for employees.

4. Any dispute involving the interpretation, application, or alleged violation of any provision of this article will be subject to the grievance procedure of the parties' collective bargaining agreement.

B. Any employee injured on the job that results in a L&I time loss claim will be required to meet with the City's Health Advisor prior to returning to work to ensure that necessary measures are taken so that the employee does not re-injure him/herself. The purpose of the meeting is to impart information to the employee and no employee will be required to answer questions about medical conditions other than the specific job related injury or illness. Furthermore, an assessment will be made as to whether the employee would be a good candidate for voluntary participation in the Chronic Pain program. All expenses for participation in the Chronic Pain program due to the on-the-job injury will be paid for by the City. Nothing herein constitutes a waiver of employee privacy rights under state or federal law.

C. Employees shall be allowed 30 minutes of on-duty time each workday for physical exercise in a City-provided exercise facility, plus a 10 minute cool-down period, under the following conditions:

1. Exercise time will not be allowed during the last three hours of the shift, if the employee has any reports, daily paperwork, or other tasks that are not completed.
2. Exercise time will not be allowed and may be interrupted when there is a call for service that is a crime in progress or when there is a risk to the safety of persons or other officers. These are typically Priority 1 and 2 calls for service. Priority 3 & 4 calls (non-emergency) may wait until the exercise period is expired.
3. The exercise period will be a light workout. Officers may shed their ballistic vest and duty-belt but must otherwise remain in uniform, make an effort to keep perspiration to a minimum, and will not be allowed to shower on-duty as a result of the exercise period.
4. Longer voluntary exercise periods and shower time may be permitted for Training Days.
5. Failure to receive the exercise time shall not result in any overtime liability for the employer.
6. If at any time law dictates that donning and doffing time must be reinstated and compensated by the City, the 30 minute on-duty physical exercise period each workday shall end and no longer be compensated by the City.

ARTICLE 19 - DISCIPLINE AND DISCHARGE

Discipline, including oral reprimand, written reprimand, suspension, demotion, reduction in salary, discharge, or other disciplinary sanction, shall be for just cause.

Disciplinary action which results in loss of pay shall be subject to the grievance procedure (up to and including arbitration) set forth in Article 7. Disciplinary action which does not result in loss of pay (oral reprimand and written reprimand) shall be subject to the grievance procedure set forth in Article 7, but may not be taken to arbitration under Step 4 of Article 7. Provided, however, that in a grievance concerning disciplinary action which results in a loss of pay and which is based in part on the issuance of a prior reprimand, the employee shall be entitled to challenge the appropriateness of the prior reprimand in the grievance concerning discipline which resulted in loss of pay.

Submission of any grievance concerning discipline will follow the provisions set forth in Article 7, Grievance Procedure.

ARTICLE 20 - PARKING

The City shall continue to provide free and reasonably secure parking for personal vehicles belonging to members of the Guild; immediately before, during, and immediately after the employee's workday, at the workplace. The workday shall include the employee's regularly scheduled workday, overtime assignments, work related meetings, Guild meetings with City Officials, and court appearances.

There shall be two secure parking lots for Guild Members to park their personal vehicles. The primary parking lot is located inside the fence at the New City Hall; 601 4th Avenue East, Olympia; and a secondary parking lot located in the old Police Department fenced parking lot (now known as the Lee Creighton Law and Justice Center;) at 900 Plum Street SE., Olympia. All members of the Guild shall be allowed to park in the primary parking lot, with the exception of Patrol Swing Shift Officers under the following conditions:

All police officers regularly assigned to both Early and Late Swing Shifts, may park at the old City Hall & Police Department located at 900 Plum Street SE., inside the fenced parking lot (the old Police Department parking lot). The City will have police cars there for the Swing Shift Officers. The Swing Shift officers shall be there no later than at the start of their regularly scheduled shift; 1420 hours for Early Swing Shift and 1620 hours for Late Swing Shift. All Swing Shift officers shall have ten minutes to drive an assigned police car to the New City Hall. Swing Shift officers are expected to be in the briefing room at 1430 hours for Early Swing Shift and 1630 hours for Late Swing Shift. Swing Shift officers shall then return their assigned police vehicles to the parking lot at the old City Hall during the last ten minutes of their shift. If Swing Shift Officers are extending the end of their scheduled shift with overtime, they will include ten (10) minutes of paid overtime to return their assigned patrol car to the Old City Hall fenced parking lot. If officers are working a period of overtime before the start of their regular shift, they will include ten (10) minutes of overtime for taking their assigned police car from the Old City Hall to the New City Hall. Any overtime assignments not connected to the officer's regularly scheduled shift, when using a police vehicle parked at the Old City Hall, will include paid time for retrieving and returning the vehicle to the Old City Hall parking lot, except for off-duty employment.

If officers are moving a police vehicle to, or from, the Old City Hall parking lot while not wearing their ballistic vest, or not equipped with their patrol rifle, or not equipped with their duty pistol and other less

than lethal equipment, shall not be required to stop for anyone attempting to flag down the officer. In such cases the officer will notify the dispatcher of the person needing an on-duty officer, and may direct the person to go to the police station by pointing, or by use of the public address system in the police vehicle.

Officers assigned to Swing Shift, but are working an overtime assignment other than Swing Shift on a day off; or, attending training at the New City Hall; or, attending a work related meeting; or, meeting with City Officials; or, going to court; shall be allowed to park in the secure parking lot at the New City Hall.

Swing Shift Officers electing to take their assigned patrol vehicle home will do so only during their respective workweek, (from the start of their patrol shift on their first workday of their workweek, to the end of their patrol shift on the last workday of their workweek,) and will be subject to the geographical boundaries and provisions of OPD General Order 17.5.5 (Authorized use of Department Vehicles). These officers will be afforded the 10-minute driving allowance, when they report to their first workday of each workweek. On the last workday of each workweek, Swing Shift Officers will be allowed the ten minute driving allowance to return the car to the Justice Center parking lot. These Swing Shift Officers voluntarily participating in the Take-Home-Car Program will not get drive time, from the end of their first workday of the workweek, to the beginning of the last workday of their workweek. Officers not participating in the Take-Home-Car Program will get time to move patrol cars to/from the Justice Center (Old City Hall).

All police officers not assigned to Swing Shift will report to work at the New City Hall at their regularly scheduled times. The City shall provide these officers with free parking within the fenced police parking lot at the New City Hall.

If a parking space is not available for a Guild Member's personal vehicle, the Officer may move a police vehicle to an available street parking space to make room in the fenced parking lot for their personal vehicle.

ARTICLE 21 - INDEMNIFICATION OF EMPLOYEES

The City shall provide legal defense and pay the cost of settlements and judgments for employees as provided in OMC Chapter 2.70. A member who disagrees with the City Manager's determination under OMC Chapter 2.70 may grieve that determination using the procedure set forth in Article 7 of this Agreement.

ARTICLE 22 - DASH-MOUNTED VIDEO SYSTEMS/BODY CAMERAS

- A. To enhance the ability of law enforcement personnel to accurately document events, conditions, and statements made during traffic stops, arrests, critical incidents and other related contacts dash-mounted video and audio systems will be installed in all patrol vehicles. It is further agreed that the labor-management committee will be responsible for writing the specific department policy that will govern the use, timing, recording, records retention and destruction of such recordings. The video system shall not record at all times when the patrol vehicle is in use, but shall be in operation as defined by the department policy for the purposes described above. Officers shall not be required to wear or carry a remote microphone at any time. Officers will be allowed to view any such video recordings before making any written or recorded statements and may view the recordings while writing reports related to the recordings.

- B. Prior to any deployment and/or use of Body Cameras, the Parties agree to open the contract to negotiate through Labor Management the impacts and use of body camera technology.

ARTICLE 23 - REIMBURSEMENT OF EXPENSES

The Guild agrees to request reimbursement of expenses in accordance with the City's general accounting policies. The City will notify the Guild in writing of any changes made to these policies and to discuss issues related to implementation.

ARTICLE 24 - RETIREMENT ID

Every police officer who is retiring from the Olympia Police Department in good standing and for reasons other than mental instability, shall receive an identification card from the Police Department by the retiring officer's retirement date, provided that the officer has given notice of the officer's "intent to retire" two weeks or more in advance. The identification card shall bear a recent photograph of the retiring officer, the card shall be signed by the Chief of Police, and identify the officer as a retired police officer. To be eligible for the Retired Law Enforcement Officer Identification Card, the retiring officer shall have served for an aggregate of 15 or more years as a law enforcement officer and has a non-forfeitable right to benefits under the retirement plan of the State of Washington (LEOFF2) and is not prohibited by Federal law from receiving a firearm. The identification card shall contain the following language on the backside of the card in a font that is reasonably legible:

The officer identified on this card retired in good standing from service with the Olympia Police Department as a full-time law enforcement officer, for reasons other than mental instability; was regularly employed as a law enforcement officer for an aggregate of ___ years; has a non-forfeitable right to benefits under the retirement plan of the agency and the State of Washington; before such retirement, was authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person, for any violation of law, and had statutory powers of arrest. As long as the retired full-time law enforcement officer is not prohibited by Federal law from receiving a firearm, the retired officer is entitled to the privileges afforded by law.

Revised Code of Washington (RCW) 9.41.060, and;

United States Code (USC) Title 18 Chapter 44 Section 926C.

Every police officer who has given notice of the officer's intent to retire two weeks in advance of the retirement date shall be allowed on-duty opportunities to qualify with their personal handgun(s), using the Department's qualification course for off-duty firearms or secondary weapons. Any such officer who qualifies shall be issued a Certification of Firearms Qualification card from the Police Department bearing the officer's name and stating that the officer has met the qualification standards of the Olympia Police Department. The certificate shall be valid for one year of the date of the qualification and signed by the range officer making the certification. The date of the qualification shall be written on the certification card. The certification card shall also specify the type of firearm(s) (pistol and/or revolver) that the officer has qualified with.

The intent of this Article is to enhance current retirement practices regarding retiree identification and badges.

ARTICLE 25 - SAVINGS CLAUSE

Should any provisions of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 26 - ENTIRE AGREEMENT

A. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express or implied or oral statements shall add to or supersede any of its provisions.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Guild, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 27 - TERM

This Agreement shall become effective on, but not earlier than January 1, 2017 upon signing by both parties. It shall remain in full force and effect through December 31, 2019.

IN WITNESS WHEREFORE, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THIS _____ DAY OF _____, 2017.

FOR THE CITY OF OLYMPIA

FOR THE OLYMPIA POLICE GUILD

Steve Hall, City Manager

Paul Evers, Guild President

Jason Winner, Guild Negotiations Chair

APPENDIX A

I. SALARIES

Effective January 1, 2017, base wages shall be as follows:

	A	B	C	D	E
Police Recruit	5,761.34	6,049.43			
Police Officer	6,401.54	6,751.23	7,125.30	7,428.40	7,925.72

Effective January 1, 2018, wages shall be increased by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth below with a two percent (2.0%) minimum increase and a four percent (4.0%) maximum pay increase.

Effective January 1, 2019, wages shall be increased by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth below with a two percent (2.0%) minimum increase and a four percent (4.0%) maximum pay increase.

If the annual increase in revenue received by the City of Olympia for general sales tax, which does not include the .02% sales tax for public safety, exceeds the prior year by a certain percentage (see table below) then wages for 2018 and/or 2019 will be increased according to the following table:

Gross Sales Tax increase over prior year	Pay Range Increase
≤ 0 -3.99%	No Increase above the 2%
4.00% to 5.99%	1% additional increase added to the 2%
6.00% and above	2%-additional increase added to the 2%

Retroactive pay shall be paid in separate checks from regular payroll (no direct deposit for retroactive pay). Retroactive pay may, at the employee’s option, be paid directly into the employee’s deferred compensation account rather than a separate check.

II. DETECTIVE CLOTHING ALLOWANCE

Six hundred dollars (\$600) per year to be paid lump sum upon assignment during an officer’s first year of assignment to the Detective Division and quarterly thereafter.

III. CLEANING ALLOWANCE

Seven hundred twenty five dollars (\$725) per year to be paid quarterly.

IV. EDUCATIONAL INCENTIVE AND PREMIUM PAY

AA Degree, 90 quarter credits, or 60 semester credits	3% of base salary
BA/BS Degree	6% of base salary
Masters Degree	8% of base salary

V. DEFERRED COMPENSATION

See Article 9 and Article 17.

VI. LONGEVITY PAY SCHEDULE

Longevity pay will be re-instated and paid within the following schedule:

Years of Service	1-6	7-10	11-14	15-18	19-22	23-26	27 & More
% of Base Pay	0%	1%	3%	5%	7%	8.5%	10%

Employees qualify for longevity by having the requisite years of service.

APPENDIX B

Annual leave shall be based on the following schedule:

Years of Service	Days
1	21
2	22
3 and 4	23
5-7	24
8-10	25
11-13	26
14-16	27
17-19	29
20-22	31
23+	33

APPENDIX C

1. Uniforms Option 1

ITEM	NUMBER ISSUED
Jacket (all weather)	1
Shirts Short Sleeve (Class B)	3
Shirts Long Sleeve (Class A)	3
Trousers (Class A)	3
Uniform Dress Cap w/Rain Cover	1
Gortex Water Resistant Uniform Ball Cap	1
Neck Tile (Long)	1
Raincoat	1
Shorts	1

2. Uniforms - Option 2

ITEM	NUMBER ISSUED
Jacket (all weather)	1
Shirts Short Sleeve (Class B)	2
Shirts Long Sleeve (Class A)	2
Trousers (Class A)	2
Shirts Short Sleeve (Class C)	1
Shirts Long Sleeve (Class C)	1
Trousers (Class C)	1
Uniform Dress Cap w/Rain Cover	1
Gortex Water Resistant Uniform Ball Cap	1
Neck Tile (Long)	1
Raincoat	1
Shorts	1

3. Uniforms - Option 3

ITEM	NUMBER ISSUED
Jacket (all weather)	1
Shirts Short Sleeve (Class B)	1
Shirts Long Sleeve (Class A)	1

ITEM	NUMBER ISSUED
Trousers (Class A)	1
Shirts Short Sleeve (Class C)	2
Shirts Long Sleeve (Class C)	2
Trousers (Class C)	2
Uniform Dress Cap w/Rain Cover	1
Gortex Water Resistant Uniform Ball Cap	1
Neck Tile (Long)	1
Raincoat	1
Shorts	1

4. Additional Uniforms for Officers Assigned to Special Units:

A. Traffic Unit

ITEM	NUMBER ISSUED
Leather Motorcycle Jacket	1
Trousers (Motorcycle)	2
Boots (Motorcycle)	1
Rain Suit	1
Motorcycle Helmet	1
Leather Gloves	1

B. Walking Patrol/Bicycle Unit

ITEM	NUMBER ISSUED
Bicycle Helmet	1
Uniform Bicycle Shirts	2
Uniform Bicycle Pants	2
Uniform Bicycle Shorts	2
Bicycle Gloves	1
Uniform Bicycle Jacket	1

C. K 9 Unit

ITEM	NUMBER ISSUED
Jumpsuits	3
Leather Gloves	1

5. Definitions:

Class A Uniform: Is the same as the “dress uniform” and shall consist of the long sleeve shirt, necktie, trousers, black belt, eight point uniform cap, and black shoes.

Class B Uniform: Shall consist of the long or short sleeve shirt, trousers, black belt, and black shoes.

Class C Uniform: Is the same as the “utility uniform” and shall consist of long or short sleeve shirt and trousers or shorts, which are machine washable.

APPENDIX D BILL OF RIGHTS

1. Employee Rights. It is agreed that the City has the right to discipline, suspend, or discharge any employees for just cause.

2. Bill of Rights.

2.1 In an effort to ensure that investigations made by an officer or agency as designated by the Chief of Police of the Police Department are conducted in a manner which is conducive to good order and discipline, the employees shall be entitled to the protection of what shall hereafter be termed as the "Employee Bill of Rights." Nothing in this Article shall be constructed so as to prevent the interviewing by supervisory personnel of their subordinates as necessary for the conduct of department business. These guidelines apply whenever the Department decides to conduct an investigation of an employee, and that the results of the investigation can reasonably lead to discipline of the employee. The Guild recognizes the need to clarify citizen inquiries and complaints in a timely fashion.

2.2 Every employee who becomes the subject of an internal investigation shall be provided a copy of the complaint if written or a written summary of the complaint if it is not available.

2.3 Any employee who becomes the subject of a criminal investigation shall have all rights accorded by the State and Federal constitutions and Washington law.

2.4 Forty-eight (48) hours before any interview commences, the employee shall be informed, in writing, of the nature of the investigation, that they are considered to be a subjects at that stage of the investigation, and provided sufficient information concerning the factual nature or subject of the investigation so as to reasonably apprise the officer of the specific allegations. An employee may waive the 48-hour requirement in writing. The written notice requirement does not apply to an investigation not reasonably likely to result in an economic sanction, provided that in such instances an employee could assert a right to a 48-hour period to consult with a Guild representative and prepare for the interview. An employee who is a witness and is not a subject shall be informed in the same manner as subjects provided that such notice need not be given forty-eight (48) hours in advance, provided further that witnesses retain whatever rights to representation they may be allowed law

2.5 The interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise.

2.6 At the cost of the requesting party, the employee or City may request that an investigative interview be recorded, either mechanically or by a stenographer. There can be no "off-the-record" questions. Upon request, the employee under an investigation shall be provided an exact copy of any written statement the employee has signed or, at the employee's expense, a verbatim transcript of the interview.

2.7 The employee will be required to answer any questions involving administrative (as opposed to criminal) matters under investigation. Prior to any questioning, the employee will be notified in writing and acknowledge receipt of the following:

"You are about to be questioned as part of an internal investigation being conducted by the Police Department. You are hereby ordered to answer the questions which are put to you which

relate to your conduct and/or job performance, or your fitness for duty, and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.”

Employees who are subject to a criminal investigation shall be advised of that.

2.8 Interviewing shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. Forty-eight (48) hours prior to all investigative interviews, the employee shall be afforded an opportunity and facilities to contact and consult with his or her Guild representative before being interviewed, and to be represented by the Guild representative to the extent permitted by law. The employee shall be entitled to such brief intermissions as the employee shall reasonably request for personal necessities, meals, telephone calls, consultation with his or her representative, and rest periods.

2.9 The employee shall not be subjected to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as a guise to obtain the resignation of said employee nor shall the employee be subjected to intimidation in any manner during the process of interrogation. No promises or rewards shall be made to the said employee as an inducement to answer questions.

2.10 Investigations shall be concluded within a reasonable period of time. Within a reasonable period after the conclusion of the investigation and no later than forty-eight (48) hours prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions) and shall be provided a copy of the complete investigatory file.

2.11 All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.

2.12 No employee shall be requested or required to submit to a polygraphs test; nor shall this employee be dismissed for or shall any other penalty be imposed upon the employee solely for a failure to submit to a polygraph test. This provision shall not apply to either the initial application for employment or to persons in the field of public law enforcement who are seeking promotion.

2.13 When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident. The affected employee may waive the requirements to wait forty-eight (48) hours.

2.14 Should any section, subsection, paragraph, sentence, clause or phrase in this Article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this Article.

2.15 Medical or Psychological Examinations.

2.15.1 The Employer retains the right to require employees to submit to medical or psychological examinations whenever there exists reasonable cause to believe an employee is unfit for duty. Any relevant medical history of the employee which the examining professional conducting a psychological evaluation requests shall be released by the employee only to the examining professional.

2.15.2 The examining professional shall issue a written report to the Employer, as the client, provided however, a Guild representative with permission of the employee shall have the right to meet with the examining professional to discuss the evaluation results and provided further that such report shall indicate only whether the employee is fit or unfit for duty and in the event an employee is unfit the expected prognosis and recovery period as well as any accommodations which could be made to allow an employee to return to duty.

2.15.3 If the employee believes that the conclusions of the examining professional are in error, he/she may obtain an additional examination at his/her own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional.

2.15.4 The Employer will undertake to have the Employer's examining professional make him/herself available to answer appropriate questions by the examining professional who conducts the independent examination.

2.15.5 Should an employee grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the employee.

2.15.6 The employee making the request for release or transfer of examination materials will execute waiver forms as needed.

2.16 Personnel Records

(a) Contents. A "personnel file" shall be defined as any file maintained by the City or Department (including supervisors) pertaining to the bargaining unit member's employment status, work history, training, disciplinary records, or other personnel related matters pertaining to the bargaining unit member. It is further understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

(b) Each employee's personnel files shall be open for review by the employee at reasonable times and with reasonable notice, provided that employees shall not have the right to review psychological evaluations. The Employer shall maintain no secret personnel files not subject to inspection.

(c) Any complaint that is not sustained will be retained no longer than the current year plus three years, unless otherwise required by law. Any sustained violation of City Policy

or the Police Department General Orders, not listed below, resulting in a verbal, written warning or suspension of 5 days or less will be retained no longer than the current year plus three years, unless otherwise required by law. Any sustained complaint of criminal law violations, City administrative Guidelines pertaining to harassment, substance abuse, workplace violence or the Police Department's policy regarding truthfulness or a single suspension of more than 5 days may be retained indefinitely. Removal of any item will be requested by the employee.

(d) The Employer will promptly notify an employee upon receipt of a public disclosure request for information in the employee's personnel file. The Employer will also provide at least three (3) business days notice before releasing any requested documents. The Employer will allow the employee and the Guild the opportunity to legally object to unwarranted disclosures.

USE OF FORCE

3. Statement of Purpose. The parties recognize that adequate training is critical for preventing unnecessary use of force and for minimizing the impact on an officer who is involved in a situation where force must be used. The Department recognizes that it is its obligation to provide adequate training in this area, including the reactions of officers in critical instances and in dealing with problems that result after being involved in a critical incident.

4. Procedures. Any time a major incident occurs involving a use of force as defined in the Department's Policy and Procedures Manual, the following will apply:

4.1 Upon arrival at a scene where use of force has taken place, representatives of the Department shall only request from the officer that information needed to secure the scene, identify witnesses, and to follow-up and apprehend any perpetrators of the crime who may be at large or other exigent circumstances. The Department will not otherwise question the officer(s) regarding any information regarding the incident, but will inform the officer involved in the incident that they have the right to be allowed immediate access to any of the following:

- a. Their spouse;
- b. The Association's attorney and the attorney's agents;
- c. The officer's personal attorney;
- d. Psychologists, psychotherapists, or ministers depending upon the officer's choice;
- e. Peer support counselor;
- f. Guild Representative.

The Department will notify a Guild representative of the incident and allow the employee to have access to the representative. The Department and the Guild shall mutually agree on designated peer support counselors.

4.2. The Department will conduct a thorough and competent investigation of the incident, including using the appropriate techniques for preservation of the scene if relevant where the use of force took place. All reports and findings from this investigation will be immediately made

available to the Guild upon request. If the Department must preserve a chain of custody for weapon or weapons utilized in the incident, the officers will be immediately issued replacement weapons unless it is clearly inappropriate to do so.

4.3. The Department will assign an interviewer to interview the officer. If there are multiple investigators assigned because of the concurrent investigations that are underway, the investigators will coordinate so that one investigator will be primarily responsible for the interview. All attempts will be made to minimize the need for successive interviews.

4.4. No statement will be required within 48 hours after the incident. The interview of the officer involved in a critical situation will be done under circumstances intended to minimize the traumatic affect of the interview on the officer. The officers will be given reasonable breaks and periods to prepare for the interview, and be given access to the above-listed personnel to be present during the interview upon request. If requested, the interview will be postponed until the officer has been able to seek a single session of professional counseling before the interview takes place.

4.5 At the discretion of the Police Chief, the officer may be placed on administrative leave.

4.6 While on administrative assignment, the City will allow access to the officer's choice of counselors or doctors without loss of pay or benefits to the officer.

4.7 When either the officer or the Department believes that the officer should return to the officer's regular assignment, at the Department's option the officer will provide a letter from his licensed treating counselor or doctor indicating that the officer is ready to return to his regular duties or to modified duties. The Department at its option may request an independent medical exam, which will be conducted in conformity with the procedures outlined in this Agreement including section 2.16 of this Article.

4.8 After returning to duty, the officer will be encouraged and allowed full access to counselors without loss of pay or benefits to the officer while participating in such program.

APPENDIX E Physical Fitness Test

STATION 1 - OBSTACLE COURSE (43 seconds)

Under Barricade

Zig Zag Run

Balance Beam

Thirty (30) Yard Run

Pass Fail Testing Officer

STATION 2 - 300-YARD RUN (90 seconds)

Pass Fail Testing Officer

STATION 3 - VEHICLE PUSH - 10 FEET (13 seconds)

Pass Fail Testing Officer

STATION 4 - BODY DRAG - 30 FEET (15 seconds)

Pass Fail Testing Officer

The physical fitness test will be conducted in a single session. Moving from one event to another will allow adequate rest between events. Testing is considered on-duty time. Testing will be held during the months of May and June. Employees will be provided at least two opportunities (one in each month) to pass the test. The test will normally be scheduled for a time while employees are on duty. For special circumstances such as serious illness or injury, at the Chief's discretion, an officer may be given another opportunity to test outside the normal testing times. Employees who successfully complete the test will be provided incentive pay equal to a percent of their base wage as described below which shall be added to their regular paycheck

Years of Service (Based on the years of service the employee is currently in; not the year of service completed.)	1-10	11 - 14	15 - 18	19+
Incentive Pay (Percentage of Base Salary)	1%	1.5%	2%	2.5%

Such incentives shall be considered earned for the following twelve month period and must be re-earned each May or June to take effect July 1. In the event the City's physical fitness standards are found to violate State or Federal law, or the Constitution of the State of Washington or the United States, and the test is no longer administered for this or any other reason, the City agrees to pay the premiums in the table above, minus 1%, of the employee's base wage to all employees.



City Council

Approval of a Resolution Regarding Petty Cash and Change Funds

Agenda Date: 5/23/2017
Agenda Item Number: 4.H
File Number: 17-0578

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

Title

Approval of a Resolution Regarding Petty Cash and Change Funds

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution concerning petty cash and change funds.

Report

Issue:

Whether to approve a resolution to eliminate the "Police Department - City Hall" petty cash fund.

Staff Contact:

Stacie Tellers, Senior Accountant, Administrative Services, 360.753.8599

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Currently the Police Department - City Hall has authorization for a petty cash fund. Petty Cash funds are used by departments for small purchases by staff that do not have a City credit card. The \$250 Police Department - City Hall petty cash fund is currently authorized however it is not being used. This petty cash fund is no longer needed.

The State Auditor recommends that the Council authorizes each petty cash fund and any changes thereto.

Neighborhood/Community Interests (if known):

None as this is an administrative amendment.

Options:

1. Approve the resolution which will eliminate the \$250 Police Department - City Hall petty cash

fund.

2. Do not approve the resolution. No changes in petty cash and change fund balances will be made.

Financial Impact:

Minimal, the Police Department would hold a petty cash fund that would not be meeting their department needs.

Attachments:

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
CONCERNING PETTY CASH AND CHANGE FUNDS**

WHEREAS, the Washington State Auditor requires that all petty cash and change funds be established by resolution; and

WHEREAS, the Olympia City Council adopted Resolution No. M-1862 on February 7, 2017, establishing the City's petty cash and change funds; and

WHEREAS, Resolution No. M-1862 established a \$250 petty cash fund for the Police Department – City Hall; and

WHEREAS, the petty cash fund is not being utilized by the Police Department; and

WHEREAS, staff has proposed elimination of the petty cash fund utilized by the Police Department – City Hall; and

WHEREAS, the Washington State Auditor recommends the City Council authorize each individual petty cash and change fund and any changes thereto by resolution;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Resolution No. M-1862 is hereby repealed.

Section 2. The following petty cash and change funds are hereby authorized:

<u>Petty Cash</u>	<u>Amount</u>
Finance Office	\$ 570.00
Fire Department	200.00
The Olympia Center	200.00

<u>Change Funds</u>	<u>Amount</u>
City Hall – Customer Care	\$1,450.00
Olympia Municipal Court	250.00
Probation	50.00
Police Department – City Hall	300.00
The Olympia Center – Main Counter	300.00
The Olympia Center – Change Machine	270.00
Community Planning & Development	1,000.00
Yard Waste/Organics Drop-Off	100.00

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY



City Council

Approval of Ordinance Amending Olympia Municipal Code Section 9.16.020, Disorderly Conduct

Agenda Date: 5/23/2017
Agenda Item Number: 4.I
File Number: 17-0516

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

Title

Approval of Ordinance Amending Olympia Municipal Code Section 9.16.020, Disorderly Conduct

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading the ordinance amending Olympia Municipal Code Section 9.16.020, Disorderly Conduct

Report

Issue:

Whether to amend Olympia Municipal Code (OMC) Section 9.16.020, Disorderly Conduct.

Staff Contact:

Annaliese Harksen, Deputy City Attorney/Police Legal Advisor, 360.753.8338
Rocio D. Ferguson, Chief Prosecutor, 360.753.8449

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Background and analysis have not changed from first to second reading.

During a review of Olympia Municipal Code (OMC) Chapter 9.16, Offenses Against Public Peace, legal staff determined that OMC Section 9.16.020, Disorderly Conduct, should be amended.

The proposed ordinance adds language to cover behavior that is not only abusive, but that is threatening or intimidating and which causes people to fear for their safety.

Neighborhood/Community Interests (if known):

There is an inherent interest in protecting the public's safety and appropriately holding offenders

accountable who engage in acts of disorderly conduct.

Options:

1. Approve the proposed ordinance amending OMC Section 9.16.020, Disorderly Conduct.
2. Direct staff to make different or additional amendments to OMC Section 9.16.020, Disorderly conduct, and bring back for a future second reading.
3. Do not approve the proposed ordinance, leaving OMC Section 9.16.020, Disorderly Conduct, as currently written.

Financial Impact:

None

Attachments:

Ordinance

Ordinance No. _____

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING
OLYMPIA MUNICIPAL CODE SECTION 9.16.020, DISORDERLY CONDUCT**

WHEREAS, the offense of disorderly conduct should be amended to cover behavior that is not only abusive but that is threatening or intimidating and which causes people to fear for their safety;

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

Section 1. Amendment of OMC 9.16.020. Olympia Municipal Code 9.16.020 is hereby amended to read as follows:

9.16.020 Disorderly conduct

A person is guilty of disorderly conduct if, without lawful authority, he knowingly:

A. Is involved in conduct and/or uses language that is abusive, threatening, or intimidating language and which causes alarm for safety of others or creates risk danger of assault, riot or other public disorders ~~which endanger the safety of others;~~

B. Intentionally disrupts a lawful assembly or meeting of persons, without lawful authority;

C. Is involved in conduct which unreasonably disrupts the public peace; and/or

D. Causes a public noise disturbance or is in possession and control of property on which a public noise disturbance occurs. The following sounds are determined to be public noise disturbances:

1. The frequent, repetitive or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law;

2. The creation of frequent, repetitive or continuous sounds in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine within a residential district, so as to unreasonably disturb or interfere with the peace comfort and repose of owners or possessors of real property.

3. Yelling, shouting, hooting, whistling or singing on or near the public streets, particularly between the hours of eleven p.m. and seven a.m. or at any time and place so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property.

4. The creation of frequent, repetitive or continuous sounds which emanate from any building, structure, apartment, or condominium, which unreasonably interferes with the peace, comfort, and repose of owners or possessors of real property, such as sounds from musical instruments, audio sound systems, band sessions, or social gatherings.

5. Sound from motor vehicle audio sound systems, such as tape players, radios, and compact disc players, operated at a volume so as to be audible greater than fifty feet from the vehicle itself.

6. Sound from portable audio equipment, such as tape players, radios, and compact disc players, operated at a volume so as to be audible greater than fifty feet from the source, and if not operated upon the property of the operator.

7. The foregoing provisions shall not apply to regularly scheduled events at parks, such as public address systems for baseball games or park concerts.

Provided that the foregoing enumeration of acts and noises shall not be construed as excluding other acts and noises which offend the public peace.

Section 2. 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 3. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of Ordinance Appropriating Parking Business Improvement Area (PBIA) Funds for the Collective Visions Mural Project

Agenda Date: 5/23/2017
Agenda Item Number: 4.J
File Number: 17-0564

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Title

Approval of Ordinance Appropriating Parking Business Improvement Area (PBIA) Funds for the Collective Visions Mural Project

Recommended Action

Committee Recommendation:

The Parking Business Improvement Area (PBIA) board recommends by vote the approval of the ordinance funding the Collective Visions Mural Project.

City Manager Recommendation:

Move to approve the ordinance appropriating PBIA funds for the Collective Visions Mural Project.

Report

Issue:

Whether to approve an ordinance authorizing the use of unspent PBIA funds previously approved by the City Council for the installation of two murals as part of the Collective Visions Mural Project.

Staff Contact:

Mark Rentfrow, Downtown Liaison, Community Planning and Development, 360.570.3798

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Over the course of the last 10 years, the Parking Business Improvement Area (PBIA) has had its annual budget approved by the City Council to be used for expenditures benefitting Downtown businesses. The PBIA underspent its budget during several of these years and has accrued an excess reserve. The PBIA wishes to tap some of these previously collected and unspent monies to fund the Collective Visions Mural Project in Downtown for 2017.

Downtown murals are a way to increase creative vibrancy and beautification as well as a means of graffiti abatement. In January 2017, the PBIA conducted an RFP process soliciting designs for its next phase of murals. Through a jury process, two mural selections emerged and are slated to begin

construction in early June. Each mural selection has a price tag of \$5,000.

Neighborhood/Community Interests (if known):

The Downtown business community has historically been supportive of Downtown murals and the PBIA often receives positive communications lauding their efforts.

Options:

1. Approve the proposed ordinance authorizing the use of unspent PBIA funds for the installation of two murals as part of the Collective Visions Mural Project.
2. Modify proposed ordinance to include more, or less funding
3. Do not approve the proposed ordinance.

Financial Impact:

The PBIA seeks to use previously collected unspent monies to fund the Collective Visions Mural project in Downtown. The total financial impact is \$10,000 dollars.

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE 2017 BUDGET AND APPROPRIATING \$10,000 FROM THE PARKING BUSINESS IMPROVEMENT AREA (PBIA) FUND FOR MURALS

WHEREAS, there is a need for beautification of the downtown area; and

WHEREAS, there is sufficient fund balance in the PBIA fund to pay for the beautification of downtown; and

WHEREAS, the PBIA Board has approved \$10,000 for downtown beautification;

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

Section 1. That the following appropriations are hereby made:

PARKING BUSINESS IMPROVEMENT AREA FUND

Resources:	Fund Balance	\$10,000
	TOTAL RESOURCES	\$10,000
Appropriations:	Downtown Beautification	\$10,000
	TOTAL APPROPRIATIONS	\$10,000

Section 2. 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 3. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.


Section 4. 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:



CITY ATTORNEY (DCA)

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of Ordinance Appropriating Funds to the Shared Leave Special Account

Agenda Date: 5/23/2017
Agenda Item Number: 4.K
File Number: 17-0549

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Title

Approval of Ordinance Appropriating Funds to the Shared Leave Special Account

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the ordinance appropriating funds to the Shared Leave Special Account on first reading and forward to second reading.

Report

Issue:

Whether to approve an ordinance appropriating \$30,000 to the Shared Leave Special Account.

Staff Contact:

Dean Walz, Fiscal Services Director, Administrative Services Department, 360-753-8465.

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In 1990 the City established a Shared Leave account. This account receives employee vacation time donations. Shared leave is used by employees who have exhausted their own leave time for the year, meet certain conditions, and have City Manager approval.

Funds in the Shared Leave account can only be used if appropriated (budgeted) by the Council.

Neighborhood/Community Interests (if known):

None

Options:

- 1) Move to approve the ordinance on first reading and forward to second reading.
- 2) Direct staff to make changes to the ordinance.

3) Do not approve the ordinance.

Financial Impact:

Appropriation of \$13,330 of existing resources and \$16,670 of anticipated future donations.

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE 2017 BUDGET AND APPROPRIATING \$30,000 FROM THE GENERAL FUND FOR SHARED LEAVE

WHEREAS, City employees may voluntarily donate vacation time to the Shared Leave Account; and

WHEREAS, there is currently \$13,330 of donations in the Shared Leave Account which has not been appropriated by the Council; and

WHEREAS, there are additional donations which are expected to be received;

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

Section 1. That the following appropriations are hereby made:

GENERAL FUND

Resources:	Contributions	\$30,000
	TOTAL RESOURCES	\$30,000
Appropriations:	Shared Leave Account	\$30,000
	TOTAL APPROPRIATIONS	\$30,000

Section 2. 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 3. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.


Section 4. 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:



CITY ATTORNEY (OCA)

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of Ordinance Amending OMC 6.04.050, Regulations and Violations Relating to Pet Animals

Agenda Date: 5/23/2017
Agenda Item Number: 4.L
File Number: 17-0583

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Title

Approval of Ordinance Amending OMC 6.04.050, Regulations and Violations Relating to Pet Animals

Recommended Action

Committee Recommendation:

Not referred to a Committee.

City Manager Recommendation:

Move to approve on first reading and forward to second reading the ordinance amending Olympia Municipal Code (OMC) 6.04.050, relating to pet animals.

Report

Issue:

Whether to approve an ordinance amending OMC 6.04.050, relating to pet animals.

Staff Contact:

Darren Nienaber, Deputy City Attorney, 360.753.8044.

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Olympia Municipal Code (OMC) 6.04.050 regulates pet animals, which are defined by OMC 6.04.030 as “. . . any animal sold or retained for the purpose of being kept for pleasure, companionship, or utilitarian purposes and not kept as a food source.” However, the first part of OMC 6.04.050 uses the word “dog” rather than pet animal for one of the regulations:

Any person who harbors, keeps, possesses, maintains, or has temporary custody of a pet animal shall be responsible for the behavior of such animal whether the owner knowingly permits the behavior or not. Such person shall violate the terms of this chapter if:

- A. Pet animal at large. Such person’s **dog** is at large as defined in Section 6.04.030(D); provided, however, this section shall not prohibit the owner and pet animal from

participating in an organized show or training, exercise, or hunting session in locations designated and authorized for that purpose. . . .

[Emphasis added]

This amendment would clarify that animals at large includes other pets as well, except cats which are obviously common pets that are difficult to contain. The amendment would thus make it a violation, for example, under this proposed code amendment to have a free-running ferret or chicken.

Neighborhood/Community Interests (if known):

This clarification has been sought by Animal Services. It has received complaints from neighbors regarding other free-running pets.

Options:

1. Approve the Ordinance as proposed.
2. Direct staff to make additional amendments.
3. Do not approve the proposed ordinance.

Financial Impact:

None known.

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING SECTION 6.04.050 OF THE OLYMPIA MUNICIPAL CODE, RELATING TO PET ANIMALS

WHEREAS, Section 6.04.050 of the Olympia Municipal Code regulates pet animals; and

WHEREAS, one of the regulations in OMC 6.04.050, addressing pet animals at large, uses the word "dog" rather than "pet animal"; and

WHEREAS, Animal Services has received complaints regarding other free-running pets; and

WHEREAS, OMC 6.04.050 should be amended to clarify that animals at large includes other pets as well, with the exception of cats;

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

Section 1. Amendment of OMC 6.04.050. Olympia Municipal Code 6.04.050 is hereby amended to read as follows:

6.04.050 Regulations and violations relating to pet animals

Any person who harbors, keeps, possesses, maintains, or has temporary custody of a pet animal shall be responsible for the behavior of such animal whether the owner knowingly permits the behavior or not. Such person shall violate the terms of this chapter if:

- A. Pet animal at large. Such person's ~~dog-pet animal, except cats,~~ is at large as defined in Section 6.04.030(D); provided, however, this section shall not prohibit the owner and pet animal from participating in an organized show or training, exercise, or hunting session in locations designated and authorized for that purpose.
- B. Nuisance pet animal. Such person's pet animal constitutes a nuisance pet animal as defined in Section 6.04.030(T).
- C. Pet animal on public property. Such person's pet animal is on public property such as a public park, beach, or school ground and is not on a leash held by a person who is able to maintain physical control, or proper safeguards have not been taken to protect the public and property from injury or damage from said animal, or the presence of the animal on such property is in violation of additional specific restrictions which have been posted. Such restrictions shall not apply to cats, guide dogs for the visually impaired, service animals for the physically handicapped where being off leash is necessary to the service, or to dogs on fenced areas of public property specifically designated by the City of Olympia as areas for dogs without the requirement of a leash. Pet animals on public property is a civil infraction as defined in Section 6.04.120(B).
- D. Injury to a person or animal. Such person's pet animal, domestic animal or exotic animal causes injury to a person or domestic, exotic or pet animal.

E. Failure to possess removal equipment or to remove fecal material. Such person (1) fails to possess in a public park the equipment or material necessary to remove animal fecal matter when accompanying a pet animal, or (2) fails to remove animal fecal material when accompanying a pet animal off the owner's property. Failure to possess removal equipment or to remove fecal material is a civil infraction as defined in Section 6.04.120(B).

F. Failure to sterilize an adopted pet animal. Such person, when adopting a pet animal from the Animal Services Shelter, fails to have the pet sterilized within the time period specified in the written agreement, unless specifically recommended by a veterinarian in writing, or in cases of verifiable placement within a governmental law enforcement agency. Failure to sterilize an adopted pet animal is a civil infraction as defined in Section 6.04.120(B).

G. Failure to provide humane care. Such person fails to provide a pet, exotic or domestic animal with humane care as defined in Section 6.04.030(M). Failure to provide humane care is a misdemeanor as set forth in Section 6.04.120(D).

H. Failure to meet terms of quarantine. Such person fails to accept, perform or to meet the terms of a quarantine notice served pursuant to Thurston County Health Department regulation after an animal has bitten a human. Failure to meet terms of quarantine is a misdemeanor as set forth in Section 6.04.120(D).

I. Menacing behavior. Such person's animal engages in menacing behavior as defined in Section 6.04.030(R). Violation of this subsection is a civil infraction as defined in Section 6.04.120(A).

Section 2. 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 3. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 4. Effective Date. This Ordinance shall take effect [thirty (30) or five (5) – *Legal will determine*] days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber DCA

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Thurston 911 Communications (TCOMM 911) Update

Agenda Date: 5/23/2017
Agenda Item Number: 6.A
File Number: 17-0559

Type: information **Version:** 1 **Status:** Other Business

Title

Thurston 911 Communications (TCOMM 911) Update

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive a briefing on TCOMM 911.

Report

Issue:

Whether to receive a briefing on TCOMM 911.

Staff Contact:

Steve Hall, City Manager 360.753.8447

Presenter(s):

Executive Director Keith Flewelling
Deputy Director Wendy Hill

Background and Analysis:

A 501(c)(3) organization, Thurston 911 Communications (TCOMM 911) is a countywide enhanced 911 answering point and dispatch center for all law enforcement, fire services, and Medic One departments. TCOMM 911 serves all of the cities, towns, and unincorporated areas within Thurston County.

Attachments:

None



City Council

Update on Sea Level Rise Response Planning Process Scope of Work

Agenda Date: 5/23/2017
Agenda Item Number: 6.B
File Number: 17-0441

Type: report **Version:** 1 **Status:** Other Business

Title

Update on Sea Level Rise Response Planning Process Scope of Work

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive the update. Briefing only; no action requested.

Report

Issue:

Whether to receive a briefing and provide input on the sea level rise planning process scope of work initiated by the City of Olympia, the Port of Olympia, and LOTT Clean Water Alliance.

Staff Contact:

Susan Clark, Senior Planner, Public Works/Water Resources, 360.753.8321

Andy Haub, Water Resources Director, Public Works/Water Resources, 360.753.8575

Presenter(s):

Susan Clark, Senior Planner, Public Works/Water Resources, 360.753.8321

Background and Analysis:

Downtown Olympia and its peninsula are vulnerable to flooding. Sea level rise increases the likelihood of flooding and could threaten large portions of downtown. Implications to various public and private entities are extensive. Without action, maintaining downtown public and private services will be challenging.

The City of Olympia, the Port of Olympia, and the LOTT Clean Water Alliance share common concerns regarding sea level rise, yet also have unique individual vulnerabilities. The City, the Port and LOTT have entered into an Interlocal Agreement to jointly fund and participate in a formal sea level rise planning process for downtown Olympia and the Port peninsula.

The City, the Port, LOTT, and the selected consulting firm for the project, AECOM, held a full-day

meeting to discuss the scope of work for the response plan and reached consensus on its content. The discussion focused on scope of work, community involvement, and plan products. It is essential that the partners, as well as our community, thoroughly understand the intent and expected outcome of the planning process before getting underway.

In summary, the tasks to be completed by AECOM for this project include:

- Evaluating the best available science
- Developing a sea level rise planning framework
- A vulnerability and risk assessment of downtown assets
- Developing three or four sea level rise adaptation strategies
- Completing a Sea Level Response Plan

Public involvement will be key to the success of the project. Three major community meetings to gather feedback on draft project material are planned in 2017 and 2018. Additional focus group meetings are also planned with various groups and stakeholders. Joint elected official meetings will also be considered.

The planning process will culminate with elected official consideration of the plan and its implementation.

Neighborhood/Community Interests (if known):

Various community groups and other agencies are engaged in climate change and sea level rise issues. The City of Olympia Comprehensive Plan and Downtown Strategy support developing a sea level response plan. During a February 8, 2017, sea level rise community informational meeting, citizens voiced their support for the sea level response planning process. Coordination with regional climate change mitigation planning is occurring.

Options:

1. Review and support the scope of work as proposed. Providing support for the scope of work as written will allow the project to proceed as agreed to by the project partners.
2. Review the scope of work and recommend changes. Major changes to the scope of work would require review by the project partners and AECOM which could impact the project schedule. Major changes could also have budget implications.

Financial Impact:

The City of Olympia, the Port of Olympia, and LOTT Clean Water Alliance will share costs to develop the Sea Level Rise Response Plan. The Port of Olympia and the LOTT Clean Water Alliance will each pay up to \$75,000 and the City of Olympia will pay \$100,000 plus necessary in-house costs such as staff salaries. The City's Storm and Surface Water Utility capital program is providing the necessary funding. The City and the other agencies will need to identify long term funding to implement the Response Plan that arises from this project.

Attachments:

Draft AECOM Scope of Work
Summary Sea Level Rise Response Plan
Project Schedule

City of Olympia – Sea Level Rise Response Plan**DRAFT Scope of Work**

Prepared by: J. Vandever (AECOM)

Date: May 1, 2017 and with May 8, 2017 revisions

Phase 1 Scope of Work (Tasks 1-4)**Task 1. Project Management (\$22,050)**

- Three AECOM staff will participate in monthly check-in calls of 1 hour duration
- Monthly invoicing and schedule/budget tracking
- Internet-based project site to facilitate the exchange of data between AECOM and the project partners.

Assumptions:

- *AECOM assumes a project duration of 20 months*

City's role: Participate in monthly check-in calls with AECOM project team; coordinate with LOTT and Port as needed

Task 2. Project Initiation & Scope of Work Finalization (\$6,390)

- Three AECOM staff will participate in a kick-off meeting and site walk in Olympia.
- AECOM will work with City, LOTT, and Port to finalize scope of work following kick-off meeting

AECOM Deliverables:

- Finalized scope of work and list of project deliverables for the SLR Response Plan

Task 3. Data Review (\$12,240)

- Review prior studies (such as Coast & Harbor SLR study and Brown and Caldwell LOTT study) to understand previously identified vulnerabilities and identify strategies to carry forward into Sea Level Response Plan; solicit City's input and feedback on prior studies, findings, and recommendations.
- Review existing data (such as sea level response inundation layers, topography data, available GIS data of asset locations, etc.) to evaluate suitability for use in present study; identify data gaps.
- Review best available climate science related to sea level rise in Puget Sound and hydrology/watershed trends (if available); discuss sea level rise scenarios with City, LOTT, and Port to reach consensus; prepare memorandum to summarize findings and recommend a planning horizon and scenarios for Sea Level Response Plan.

AECOM Deliverables:

- Climate Science Memorandum (to be incorporated into SLR Response Plan)

City's role: Organize and distribute prior studies to AECOM; coordinate with City departments, LOTT, and Port to obtain available asset data; distribute data to AECOM; provide information on City organizational structure and department roles; seek and gain City acceptance of scenarios for adoption in the Sea Level Response Plan.

Task 4. Travel and Expenses (\$7,000)

- Includes travel expenses for three AECOM staff to attend kick-off meeting and site walk
- Includes travel expenses for two AECOM staff to attend up to five workshops and meetings
- Includes budget for other expenses (for example, printing, hard drives for data transfer, meeting materials, etc.) as needed within allocated budget

Phase 2 Scope of Work (Tasks 5 to 9)

Task 5. Develop SLR Planning Framework (\$13,300)

- Work with City, LOTT, and Port staff to develop overall SLR Planning Framework that can be shared with City departments, LOTT, Port, and community
- The SLR Planning Framework will outline the adaptation planning process and define the SLR Response Plan purpose, goals, planning horizon, and guiding principles (to be agreed upon by City, LOTT, and Port)
- Planning Framework will be shared with community at Community Workshop #1 (see Task 8)
- Prepare SLR Planning Framework Memorandum

AECOM Deliverables:

- SLR Planning Framework Memorandum (to be incorporated into SLR Response Plan)

City's role: Provide input on roles and responsibilities of City, LOTT, and Port in SLR planning process; assist in identifying opportunities and constraints

Task 6. Vulnerability and Risk Assessment (\$40,960)

- Review previously completed vulnerability assessment work by City and LOTT and incorporate findings as appropriate; identify gaps in prior work to focus efforts for this study
- *Asset data collection.* Collect additional asset-specific data as needed for vulnerability and risk assessment (for example, condition data, elevations, as-built drawings, etc.)
- *Asset data meeting.* In-person meeting with City, LOTT, and Port staff to review available asset data and preliminary findings; identify additional data needed for vulnerability and risk assessment
- Combined storm system overview. Using existing data regarding frequency of overland flooding and rate of inflow into combined storm drains for various SLR scenarios, assess and describe the frequency and intensity of added flows to LOTT's Budd Inlet Treatment Plant.

- Identify critical assets in coordination with City, LOTT, and Port staff, including identification of non-infrastructure assets such as social values and amenities
- *Vulnerability and risk assessment.* Conduct vulnerability¹ and risk² assessments for downtown area (including Port and LOTT assets), building on vulnerability work already completed
- AECOM will provide guidance and metrics to the City, LOTT, and Port to evaluate risk (consequence) ratings for critical assets considering economic, social, and environmental factors; City staff will assign risk ratings based on local knowledge and understanding of asset criticality and function
- Prepare vulnerability and risk assessment memorandum highlighting key vulnerabilities of City, LOTT, and Port assets, including impacts from increased peak flows to LOTT’s treatment plant.
- *Community Workshop #1.* Present findings of vulnerability and risk assessment at Community Workshop #1 (see Task 8); obtain feedback on key vulnerabilities and risks, observed flooding issues

AECOM Deliverables: Vulnerability and Risk Assessment Memorandum (to be incorporated into SLR Response Plan)

Assumptions:

- AECOM will rely on a topographic DEM provided by the City
- The City will provide shapefiles of asset locations, asset inventories, design drawings, condition assessment, as-builts, survey data, and building footprints where available
- AECOM will rely on previously completed SLR inundation mapping and data layers to evaluate asset exposure and combined storm system volumes from SLR and flooding
- Vulnerability assessment will be based on qualitative ratings such as high/moderate/low and will not develop a quantitative scoring system; however, input data may be quantitative in nature (such as population affected, value of buildings, level of use, etc.)
- Vulnerability assessment will focus on exposure to SLR and flooding, including estimating the timing of impacts to inform the required timeline for adaptation, but will also include consideration of impacts from increased peak flows to LOTT’s treatment plant.
- AECOM will evaluate sensitivity and adaptive capacity in a qualitative sense based on asset type/category and will not develop unique sensitivity and adaptive capacity indicators or scores for each individual asset

¹ **Vulnerability** refers to the degree to which an asset is susceptible to and unable to cope with adverse impacts of climate change. Vulnerability includes three components: exposure (is an asset exposed to a given climate hazard?), sensitivity (is an asset sensitive to the impacts of a climate hazard?), and adaptive capacity (can the asset be adapted or modified to cope with the climate impacts?) – together, these three factors define an asset’s vulnerability.

² **Risk** is a measure of climate change impact that incorporates both the likelihood of an impact occurring as well as the consequence of its occurrence. Oftentimes, only the consequence piece is considered for climate change risk assessments. Risk and vulnerability are often used interchangeably but they are different terms. The primary difference is that risk represents the combination of likelihood and consequence factors. An asset may be highly vulnerable to the impacts of climate change; however, it may represent a low risk if the consequences are small or the impacts are unlikely. For example, a surface parking lot may be flooded once per year during King Tides and therefore may be considered vulnerable; however, the risk is low because the consequence of that impact is relatively minor. In contrast, a wastewater treatment plant may be exposed to flooding during a 100-year storm event. While this is a relatively rare occurrence (low likelihood), the consequences are significant and therefore the risk may be considered significant.

City's role: City, LOTT, and Port staff will assist AECOM in compiling necessary asset data for vulnerability assessment using forms and templates provided by AECOM and an in-person asset data meeting. City, LOTT, and Port staff will assist AECOM in identifying critical assets and assigning risk (consequence) ratings for SLR and flooding impacts to specific assets based on staff's local knowledge and expertise (using consequence guidance and metrics provided by AECOM). City will provide topographic DEM and asset data and shapefiles to AECOM.

Task 7. Evaluate Adaptation Strategies and Develop Preferred Plan (\$90,430)

- The adaptation strategy evaluation and development of a preferred plan will occur in two phases. The first phase will develop an initial set of potential adaptation strategies to address the SLR vulnerabilities and risks identified in Task 6 for City, LOTT, and Port assets. The second phase will incorporate input from the community, City, LOTT, and Port staff to develop a preferred plan for adoption in the SLR Response Plan.
- *Develop initial strategies and scenarios.* The initial strategies will be developed in collaboration with the City, LOTT, and Port staff and can be thought of as a menu of strategies that can be selected and paired together to create comprehensive adaptation scenarios for the downtown Olympia area. AECOM will review previously developed strategies from earlier studies and identify the most feasible and promising strategies to carry forward in the adaptation planning process. AECOM will supplement these previously developed strategies with additional concepts from other projects, cities, and discussions with City, LOTT, and Port staff. AECOM proposes creating three to four high-level scenarios that emphasize different values and focuses, such as infrastructure, recreation/public access, ecology,. These scenarios will be shared at Community Workshop #2 for public feedback.
- *Community Workshop #2.* Present the initial strategies and scenarios at Community Workshop #2 (see Task 8) to solicit community feedback on plan features, strategies, and community values.
- *Develop preferred plan.* Incorporating the input received at Community Workshop #2, develop a preferred plan and adaptation strategies to address SLR vulnerabilities and risks in the downtown area in collaboration with City, LOTT, and Port staff. AECOM will participate in one in-person meeting with City, LOTT, and Port staff following Community Workshop #2 to discuss public feedback and develop elements of the preferred plan. The preferred plan will lay out a vision for Olympia's shoreline that integrates shoreline and stormwater/wastewater actions, including locations and extents of shoreline improvements and delineation of segments along which to "hold the line" and potential areas of retreat. The shoreline actions will target low-lying segments of the shoreline that may act as pathways for overland flooding and will aim to balance often competing goals of flood protection and shoreline access. Key stormwater/wastewater strategies will be identified based on findings from previous studies such as the Coast and Harbor Engineered Response Study and LOTT Brown and Caldwell technical memos coupled with the results of Task 6 (Vulnerability and Risk Assessment). AECOM will work with LOTT and City staff to identify the most appropriate and feasible strategies to address the key vulnerabilities and risks of the stormwater/wastewater system that fit within

the broader context of the downtown strategy. Shoreline strategies will also address Port operations and maritime access along the shoreline critical for continued port operations.

- *Community Workshop #3.* Present the proposed preferred plan at Community Workshop #3 (see Task 8) to solicit community feedback.
- *Refine Preferred Plan.* Incorporate community feedback from *Community Workshop #3* to refine the preferred plan for incorporation into the SLR Response Plan.
- *Governance and informational strategies.* Develop governance and informational strategies (for example, identifying strategies to fill data gaps or additional studies) to supplement the proposed physical strategies in the preferred plan for inclusion in the SLR Response Plan.
- *Concept level cost estimates.* Develop concept level cost estimates for preferred plan elements for shoreline, stormwater, and Port actions.

Deliverables:

- One in-person meeting with City, LOTT, and Port staff to discuss feedback from Community Workshop #2 and develop elements of the preferred plan.
- Memorandum describing the elements of the preferred strategy, including shoreline, stormwater/wastewater, and Port actions. Memo will include concept level cost estimates for preferred plan elements.
- Graphics illustrating overall vision for the preferred strategy (plan view) and three to four renderings showing key elements of the proposed plan (such as oblique views of shoreline features or Heritage Park strategies).
- Memorandum describing proposed governance, informational, and operational strategies for inclusion in the SLR Response Plan

Assumptions:

- Tasks 7 and 8 will progress in parallel to allow for public and stakeholder input and feedback on the development of strategies and preferred plan
- Shoreline strategy development will rely on available wave and water level data and estimates of flood elevations (for example, from preliminary FEMA study); AECOM will not perform any modeling or detailed analysis of coastal flood hazards
- Stormwater/wastewater strategy development will rely on available modeling and analysis from the 2011 Coast and Harbor study, LOTT Brown and Caldwell prior work, and City and LOTT staff knowledge and input; AECOM will not perform any supplemental modeling or detailed analysis of the stormwater/wastewater system but will assess existing data and prepare a description of anticipated increases in peak flow volumes (volume and frequency) to the treatment plant from the combined storm system.
- Conceptual level sections and drawings will be schematic and graphical (for example, plan view alignments showing approximate location and representative cross sections or renderings); cost estimates will represent rough order-of-magnitude engineer’s opinion of probable construction costs and will be developed using unit cost measures and representative costs for plan elements taken from similar projects and prior studies.

Task 8. Community and Stakeholder Engagement (\$23,340)

- Two AECOM staff will participate in three community workshops and up to three companion elected official workshops to solicit input and feedback on the SLR Response Plan process and findings; timing of workshops will be determined in coordination with City, LOTT, and Port staff. Companion workshops may include a daytime workshop with elected officials and an evening workshop the same day for the public. Workshops are anticipated to occur as follows:
 1. **Community Workshop #1** – Present SLR Planning Framework, site conditions, opportunities and constraints, and findings of vulnerability and risk assessment; obtain feedback on project goals, key vulnerabilities and risks, observed flooding issues
 2. **Community Workshop #2** – Present initial strategies and high-level scenarios focused on different values such as infrastructure, recreation/public access, and ecology; obtain feedback on preferred plan features and strategies
 3. **Community Workshop #3** – Present proposed adaptation plan for downtown Olympia; obtain feedback on plan features and strategies
- Prepare written and graphical materials to support the City’s community and stakeholder engagement process; materials may include flyers, posters, FAQ, graphics for the City’s SLR website or public presentations, etc. on an as-needed basis within allocated budget

Deliverables:

- Participation in three community workshops and up to three companion elected officials workshops
- Written and graphical materials to support outreach and engagement on an as-needed basis

Assumptions

- City staff will lead the community workshops; AECOM will provide input on format and develop materials to support the workshops and attend

Task 9. SLR Response Plan (\$34,280)

- Prepare the SLR Response Plan which summarizes the findings of Task 2 through 8 and lays out a plan of action for the City of Olympia to protect its downtown area and critical assets, including timing of adaptation actions
- SLR Response Plan will be organized to identify comprehensive city-wide actions as well as specific LOTT and Port actions to facilitate incorporation of actions into City, LOTT, and Port planning and budgeting processes and make it easier for each project partner to identify actions applicable to their assets
- Discussion of next steps towards implementation (for example, data gaps, additional studies, necessary permits, etc.)

Deliverables: SLR Response Plan

Assumptions:

- AECOM will not evaluate financing strategies for proposed adaptation strategies as part of this scope of work; however, AECOM will incorporate information regarding financing strategies for adaptation strategies into the Plan, as provided by the City or its financial consultant. For example, AECOM may incorporate information on availability of financing into the timing of implementation for selected strategies

Sea Level Rise Response Planning

Why is a Sea Level Rise Response Plan needed?

There are many sea level rise (SLR) and flooding related challenges facing the downtown Olympia area. Portions of the downtown are built on fill, shoreline areas are mapped within FEMA’s 100-year coastal floodplain, and high tides can back up into the stormwater system and cause surface street flooding. Downtown flooding issues – both from high tides and intense precipitation – will worsen in the future as a result of SLR. The City of Olympia is working with the LOTT Clean Water Alliance and the Port of Olympia to develop a comprehensive SLR Response Plan to address these challenges and protect and preserve downtown amenities, assets, and quality of life for Olympia’s residents and businesses. The SLR Response Plan will analyze options for protecting the downtown area and develop recommendations, implementation schedules, decision-making thresholds, funding needs, and emergency response approaches to address SLR vulnerabilities and risks in the future.



How will the plan be developed?

The City has hired a consultant, AECOM, to assist with the development of the SLR Response Plan. AECOM has collaborated with the project partners (the City, LOTT Clean Water Alliance, and Port) to develop a project approach and schedule to carry out the work necessary to develop the plan. The project team will follow an innovative approach and the project tasks will include: data review of prior studies; summary of best available SLR science; defining a SLR planning framework; refining prior vulnerability and risk assessments of the downtown area, including LOTT and Port facilities; identifying options for addressing SLR; developing a response plan that includes actionable next steps, priorities, and phasing; and providing opportunities for community input. The project partners have allocated \$250,000 to support this effort which begins in May and continues through 2018.

SLR Response Plan Schedule

Consultant Tasks	2017								2018											
	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Project Management/Coordination																				
Project Initiation and Kick-off																				
Data and Climate Science Review																				
SLR Planning Framework																				
Vulnerability and Risk Assessment																				
Develop Adaptation Strategies																				
Develop SLR Response Plan																				Adopt Plan
Community Workshops																				

How will the community participate in the process?

The City maintains a webpage and interactive sea level rise communication tool that can be accessed at www.olympiawa.gov/sealevelrise. Information about this planning effort will be available there. The City is also developing a stakeholder engagement plan and will host a series of community workshops to allow residents an opportunity to better understand the process and provide input on the proposed strategies and plan.



City of Olympia Sea Level Rise Response Plan - Proposed Schedule

May 5, 2017

Month	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
PHASE 1																				
1. Project Management																				
a. Monthly coordination calls																				
b. Project team management																				
a. Project partners website																				
2. Project Initiation & Scope of Work Finalization																				
a. Kick-off and site walk	☒																			
b. Scope Finalization	★																			
3. Data Review																				
a. Review prior studies and data																				
b. Climate science review		★																		
4. Travel and Expenses																				
PHASE 2																				
5. Develop SLR Planning Framework																				
6. Vulnerability and Risk Assessment																				
a. Asset data collection					☒															
b. Vulnerability assessment							★													
c. Risk assessment							★													
7. Evaluate Adaptation Strategies and Develop Preferred Plan																				
a. Develop initial strategies and scenarios																				
b. Develop preferred plan										☒			★							
c. Develop governance and informational strategies													★							
8. Community and Stakeholder Engagement																				
a. Prepare materials and graphics																				
c. Attend community workshops (3)						◆			◆			◆								
9. SLR Response Plan																				
																★				Adopt Plan

Task Deliverable	★
In-person Meeting	☒
Community Workshop	◆



City Council

Public Works Project Overview

Agenda Date: 5/23/2017
Agenda Item Number: 6.C
File Number: 17-0561

Type: decision **Version:** 1 **Status:** Other Business

Title

Public Works Project Overview

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive briefing on three Public Works projects that are proposed for bid award under separate action.

Report

Issue:

Whether to receive a briefing on three Public Works projects proposed for bid award under separate action.

Staff Contact:

Fran Eide, City Engineer, Public Works, 360.753.8422

Presenter(s):

Fran Eide, City Engineer

Background and Analysis:

Staff will provide City Council with background information on three Public Works projects proposed for bid awards as part of the Council Consent Calendar. These projects are:

- Martin Way Intersection Overlays
- Aging Drinking Water Pipe Replacement Project
- 4th Avenue Bridge Painting

Attachments:

None



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

City Council

Executive Session Pursuant to RCW 42.30.110 (1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter

Agenda Date: 5/23/2017
Agenda Item Number: 9.A
File Number: 17-0563

Type: executive session **Version:** 1 **Status:** Executive Session

Title

Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter