



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Monday, February 13, 2023

6:00 PM

**Council Chambers, Online and
Via Phone**

**Special Meeting
Register to Attend:**

https://us02web.zoom.us/webinar/register/WN_07pSsdjsRCCYQZSBey4-AQ

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [23-0160](#) Special Recognition - Proclamation Recognizing Immigrant Advocacy Day

Attachments: [Proclamation](#)

3. PUBLIC COMMENT

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

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

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

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [23-0163](#) Approval of the February 7, 2023 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.B** [23-0161](#) Approval of a Resolution Authorizing a Facility Relocation Agreement with Puget Sound Energy for the Fones Road Improvement Project

Attachments: [Resolution](#)
 [Relocation Agreement](#)

- 4.C** [23-0164](#) Approval of a Labor Contract with the International Association of Fire Fighters, Local #468

Attachments: [Contract](#)
 [Economic Agreement Summary](#)

- 4.D** [23-0165](#) Approval to Appoint David Brine to the Capital Area Regional Public Facilities Board

Attachments: [CAR-PFD Board Roster 2022-2023](#)

4. SECOND READINGS (Ordinances)

- 4.E** [23-0140](#) Approval of an Ordinance Amending Olympia Municipal Code Subsection 6.04.060(A) Relating to Animal Cruelty

Attachments: [Ordinance](#)

- 4.F** [23-0141](#) Approval of an Ordinance Amending Title 5 of the Olympia Municipal Code by Repealing Chapter 5.11 - Transportation Network Companies

Attachments: [Ordinance](#)

4. FIRST READINGS (Ordinances) - NONE

5. PUBLIC HEARING

- 5.A** [23-0152](#) Public Hearing on the Program Year 2022 Community Development Block Grant Annual Action Plan Second Substantial Amendment

Attachments: [PY22 2nd Amendment Draft](#)

6. OTHER BUSINESS - NONE

7. CONTINUED PUBLIC COMMENT

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

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

9. CITY MANAGER'S REPORT AND REFERRALS

10. ADJOURNMENT

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Executive Assistant at 360.753.8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.



City Council

Special Recognition - Proclamation Recognizing Immigrant Advocacy Day

Agenda Date: 2/13/2023
Agenda Item Number: 2.A
File Number: 23-0160

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

Title

Special Recognition - Proclamation Recognizing Immigrant Advocacy Day

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize Immigrant Advocacy Day.

Report

Issue:

Whether to recognize Immigrant Advocacy Day.

Staff Contact:

Tobi Hill-Meyer, Diversity Equity Inclusion Program Manager, 360.753.8285

Presenter(s):

Bob Zeigler, Strengthening Sanctuary Alliance

Background and Analysis:

Immigrant Advocacy Day is hosted by the Washington immigrant Solidarity Network (WAISN), a multi-lingual, multicultural coalition and network of over 400 immigrant leaders, allies, and immigrant serving organizations, that supports and builds power for immigrants and refugees across Washington State through direct services, education, organizing, policy advocacy, and funding. They are a queer and trans immigrant-led nonprofit building a strong, connected, immigrant-led justice movement to dismantle oppressive systems and ensure a life of abundance for all immigrants.

This day brings hundreds of organizations and individuals to Olympia to advocate for pro-immigrant policies to support all Washington residents.

Climate Analysis:

There are no impacts to any of the climate mitigation sectors.

Equity Analysis:

Immigrants are often excluded from the same resources and benefits provided by the government to others. Especially during a time of rising anti-immigrant sentiment, it is meaningful to support networking, organizing, and supporting efforts that immigrant communities and allies and an important part of an intersectional push toward ending oppressive systems of all kinds.

Options:

1. Recognize Immigrant Advocacy Day 2023
2. Do not recognize Immigrant Advocacy Day 2023

Financial Impact:

No financial impact

Attachments:

Proclamation

PROCLAMATION

WHEREAS, the City of Olympia has prospered throughout its history from the extensive socioeconomic, political, and cultural contributions made by immigrants from every part of the globe; and

WHEREAS, the City of Olympia welcomes all who enter this country to escape social, religious, political or economic oppression, or those in pursuit of its founding promise of a brighter future; and

WHEREAS, the City of Olympia is dedicated to the values of inclusivity, diversity and hope; and

WHEREAS, the City of Olympia has committed to securing the freedom, rights and dignity of all people who reside here; and

WHEREAS, as a declared “Sanctuary City,” the City of Olympia continues to demonstrate its abiding commitment to protecting all immigrants residing here; and

WHEREAS, the City of Olympia welcomes the advocates for immigrants and refugees from throughout Washington who will attend the legislative session to advocate for legislative measures that will protect immigrants and refugees during and after the pandemic; and

WHEREAS, Pro-immigrant measures are desperately needed to compensate for the weakening and removal of protections at the federal level; and

NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council does hereby proclaim February 16, 2023 as

IMMIGRANT AND REFUGEE ADVOCACY DAY

in the city of Olympia and urge all residents to join immigrant advocates to petition our elected state representatives to enact legislation to provide state and local government protections to all immigrants and their families in the state of Washington

**SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 13th DAY OF
FEBRUARY 2023**

OLYMPIA CITY COUNCIL

*Cheryl Selby
Mayor*



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

City Council

Approval of the February 7, 2023 City Council Meeting Minutes

Agenda Date: 2/13/2023
Agenda Item Number: 4.A
File Number:23-0163

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

Title

Approval of the February 7, 2023 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, February 7, 2023

6:00 PM

Council Chambers, Online and Via
Phone

Special Meeting
Register to Attend:

https://us02web.zoom.us/webinar/register/WN_RcHHdKfnR9mGrG--nNL_AQ

1. ROLL CALL

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

1.A ANNOUNCEMENTS

Recently elected Thurston County Sheriff Derek Sanders introduced himself and discussed his vision for the Thurston County Sheriff's Office.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [23-0143](#) Special Recognition - Proclamation Recognizing Black History Month

Councilmembers read a proclamation in recognition of Black History Month.

Hawk Foundation for Research and Education in African Culture Director Javoen Byrd discussed contributions of African Americans in the United States, the work of the Hawk Foundation and restorative justice.

Equity, Inclusion and Belonging Specialist Olivia Salazar de Breaux discussed Black History Month celebrations taking place on February 16, 17, and 18. More information about the events can be found on the City of Olympia's website.

The recognition was received.

3. PUBLIC COMMENT

Maria Ruth and Ronda Morrison spoke.

4. CONSENT CALENDAR

- 4.A** [23-0153](#) Approval of the January 31, 2023 City Council Study Session Meeting Minutes

The minutes were adopted.

- 4.B** [23-0154](#) Approval of the January 31, 2023 City Council Meeting Minutes

The minutes were adopted.

- 4.C** [23-0155](#) Approval of a Resolution to Engage the Parks and Recreation Advisory Committee and the Community in Park Funding Discussions in the Event of Significant Loss of General Fund Revenues

The resolution was adopted.

4. SECOND READINGS (Ordinances)

- 4.D** [23-0120](#) Approval of an Ordinance Amending Olympia Municipal Code Section 2.04.050 Relating to City Council Meetings

The ordinance was adopted on second reading.

4. FIRST READINGS (Ordinances)

- 4.E** [23-0140](#) Approval of an Ordinance Amending Olympia Municipal Code Subsection 6.04.060(A) Relating to Animal Cruelty

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

- 4.F** [23-0141](#) Approval of an Ordinance Amending Title 5 of the Olympia Municipal Code by Repealing Chapter 5.11 - Transportation Network Companies

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

Approval of the Consent Agenda

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

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

5. PUBLIC HEARING - NONE**6. OTHER BUSINESS**

6.A [23-0158](#) Jail Facility Briefing

Police Chief Rich Allen gave an overview of the physical condition of the City's jail facility.

Councilmembers asked clarifying questions.

The information was provided.

7. CONTINUED PUBLIC COMMENT - NONE**8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**

Councilmembers reported on meetings and events attended.

9. CITY MANAGER'S REPORT AND REFERRALS - NONE**10. EXECUTIVE SESSION****10.A** [23-0156](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110(1)(c) - Real Estate Matter

Mayor Selby recessed the meeting at 7:20 p.m. She asked the Council to reconvene in 5 minutes for an Executive Session pursuant to RCW 42.30.110(1)(b); RCW 110(1)(c) to discuss a real estate matter.

Mayor Selby reconvened the meeting at 7:25 p.m. She announced no decisions would be made, the meeting was expected to last no longer than 60 minutes, and the Council would adjourn immediately following the Executive Session. The City Attorney was present at the Executive Session.

The executive session was held and no decisions were made.

10. ADJOURNMENT

The meeting adjourned at 7:55 p.m.



City Council

Approval of a Resolution Authorizing a Facility Relocation Agreement with Puget Sound Energy for the Fones Road Improvement Project

Agenda Date: 2/13/2023
Agenda Item Number: 4.B
File Number: 23-0161

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

Title

Approval of a Resolution Authorizing a Facility Relocation Agreement with Puget Sound Energy for the Fones Road Improvement Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing the Facility Relocation Agreement with Puget Sound Energy for the Fones Road Improvement Project in the amount of \$1,231,968.00.

Report

Issue:

Whether to approve a Resolution authorizing the Facility Relocation Agreement with Puget Sound Energy for the Fones Road Improvement Project in the amount of \$1,231,968.00.

Staff Contact:

Jim Rioux, Project Manager, Public Works Engineering, 360.753.8484

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Puget Sound Energy Facilities

Puget Sound Energy (PSE) owns and operates natural gas facilities along the Fones Road corridor. Part of that infrastructure includes a district regulator. The purpose of the district regulator is to receive high pressure gas and reduce the pressure so that it can be distributed to PSE's gas customers.

Most of the gas facilities, which consist of high-pressure transmission pipes and intermediate

pressure distribution pipes, are located in City right-of-way. The regulator, however, is located on private property owned by Crown Beverage.

In its current location the regulator is in conflict with the City's planned improvements. In order to complete planned safety elements for the Karen Fraser Woodland Trail crossing, the City needs to relocate the driveway for Crown Beverage. The design team assessed several different locations. The only option that allowed trucks to safely enter and leave the Crown Beverage property placed the driveway at the current location of the gas regulator, therefore it needs to be relocated.

The Project

Fones Road is a critical corridor directly serving commercial, industrial, and residential properties in east Olympia. The condition of the street is poor. Sidewalks are scarce and neither contiguous nor accessible to people with disabilities. There are no bicycle facilities, and the only marked crosswalk on the half-mile corridor between Pacific and 18th Avenues is at the Karen Fraser Woodland Trail. The trail crossing also needs safety improvements.

Public Works has progressed the design of Fones Road to the 90% level of completion. Acquisition of the right-of-way needed to build and later maintain the project is underway. The project design includes, among many features, paths on both sides of the street with dedicated space for pedestrians and bicyclists that will be separated from the travel lanes. These will be the first separated bicycle lanes in our region. The planned access control, roundabout, decreased operating speed, and raised trail crossing will make Fones Road safer and more accessible for everyone who uses it, whether walking, bicycling, or driving.

Approximately 5,000 people live within a half-mile, or a ten-minute walk, of Fones Road. Those who live on the east side of it are in a Census Tract that has been designated as a "Historically Disadvantaged Community" by the US Department of Transportation. 2020 Census data also indicates that this is a more racially diverse part of the community than other parts. Investing in this community reflects the City's commitment to improving equity. Those who drive will benefit from the increased safety and improved vehicle flow on the corridor, and those who do not will find it much easier to get around.

Additionally, Fones Road is an important employment center, particularly for people working in the retail and industrial sectors. In 2021, the City and Crown Beverage Packaging, located at the north end of Fones Road, earned the Economic Development Award from the Washington Economic Development Association for business retention. Improving truck access and circulation to this employer and others along the corridor is a key strategy for business retention.

When the project is done, those who live or work along Fones Road will be able to comfortably walk or bike to, among other places:

- Transit stops on Pacific or 18th
- Shopping or employment destinations at the north end of the corridor
- The regional trails network
- Homes, including a large mobile home park, along the south end of the corridor

Climate Analysis:

This overall project will affect the City of Olympia's Climate Mitigation Strategies as described below.

Strategy T1: Set land use policies that support increased urban density and efficient transportation networks and reduce urban sprawl.

This project will make it easier for people living and working on Fones Road to access transit and walk or bike to destinations along the corridor, including the shopping center at the north end of it. The project will also make it easier for people to walk or bike to or from the regional trails network. The frontage improvements may stimulate new infill development, which would increase density.

Strategy T2: Increase efficiency of the transportation system.

Adding a roundabout at the south driveway of Home Depot will increase the efficiency of how the intersection operates, plus it will slow traffic while maintaining its flow. Adding pedestrian and bicycle facilities between 18th Avenue and the trail crossing will make it easier for people to walk, bike, and get to transit on 18th Avenue and Pacific Avenue.

Strategy T4: Increase the use of public transit.

All of Fones Road is within a ten-minute walk of the transit lines on Pacific Avenue or 18th Avenue. Having a safe, off-street place to walk will make it easier for people to get to and from those bus stops.

Strategy T5: Increase use of active forms of travel (such as bicycling, walking).

The new separated shared-use paths between the Woodland Trail crossing and 18th Avenue, plus the new configuration of the trail crossing, will make it safer and more inviting to walk or bike. So, too, will the decreased operating speed on Fones Road.

Strategy W1: Increase the efficiency of municipal water and wastewater infrastructure.

The water utility will rebuild the water main under the street, which will ensure its continued operation into the future. Improving stormwater facilities along this street contributes to the wastewater infrastructure.

The specific action recommended will not have an impact on the City's Climate Mitigation Strategies. The recommendation will maintain the current status quo with regard to natural gas use. In the future the City could engage with Puget Sound Energy to investigate opportunities to reduce the use of natural gas.

Equity Analysis:

There is a higher percentage of BIPOC community members living adjacent to Fones Road, and they will benefit from having a safer, more complete street. Additionally, there is a large mobile home park along this street, which is likely a reservoir of low-cost housing for people with low or limited incomes.

Making Fones Road a more attractive place could result in rent increases. It may also be a more attractive place to redevelop, which could lead to economic displacement, either of residents or businesses. National trends indicate that mobile home parks are especially vulnerable to these trends.

The big box stores and industrial uses on this corridor employ many people, and we are unable to gather reliable data about their demographics. However, retail employees are generally in a low-paid

sector and making it easier for them to get to work without having to drive could help lift the cost burden of vehicle ownership for some.

This project will help rebalance several historic inequities. It will add walking paths and the first separated bike lanes in our region in a Census Tract that has been identified as Transportation Disadvantaged by the US Dept of Transportation. Adding a roundabout, crosswalks, and lowering the operating speed will make the street safer for everyone who uses it, and it will maintain the vehicle flow that keeps our regional economy flowing.

The specific action recommended does not appear to have any impact related to equity.

Neighborhood/Community Interests (if known):

The Fones Road Project was included in the Transportation Master Plan, which was reviewed by the public, and adopted by the Council in February 2021. The project is in the current Capital Facilities Plan (CFP), as well as prior year CFPs. Each year, the CFP is presented to the public for review prior to City Council approval.

Completion of this project will transform this corridor into a safer, multimodal street. The street will better serve people of all abilities and increase access to transit on 18th and Pacific Avenues.

The gas service through this portion of PSE's infrastructure is critical to many residents and businesses along Fones as well as a significant portion of SE Olympia, including the two industrial customers on Fones Rd., Crown Beverage and Georgia Pacific.

Options:

1. Approve a Resolution authorizing the Facility Relocation Agreement with Puget Sound Energy for the Fones Road Improvement Project in the amount of \$1,231,968.00. The project will proceed as planned.
2. Approve the Resolution, with modifications to the agreement desired by Council. Depending upon the modifications, this could significantly delay construction and increase project costs.
3. Do not approve the Resolution. Staff would be required to modify the project design to leave the regulator in its current location. This would significantly impact the safety improvements that could be installed at the Karen-Fraser Woodland Trail crossing.

Financial Impact:

Costs associated with this agreement have been included in the current budget estimate for this project. Budget estimates include a 10% total project contingency. The total project budget is approximately \$16 million.

Attachments:

Resolution

Relocation Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A FACILITY RELOCATION/MODIFICATION AGREEMENT BETWEEN THE CITY OF OLYMPIA AND PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR RELOCATION FOR A DISTRICT NATURAL GAS REGULATOR LOCATED NEAR FONES ROAD

WHEREAS, Puget Sound Energy (PSE) owns and operates natural gas transmission and distribution facilities, including a gas regulator (Regulator) located within the project limits of the upcoming Fones Road Improvement Project (Project); and

WHEREAS, the City of Olympia (City) has determined that the Regulator must be relocated to allow construction of the modifications needed to improve the safety of the Karen Fraser Woodland trail crossing; and

WHEREAS, the City and PSE have worked collaboratively to advance design of both projects to determine an appropriate location for a new Regulator; and

WHEREAS, PSE has provided the City with a detailed estimate of the total cost for design, property acquisition, and completion of the relocation project in the amount of \$1,231,968.00; and

WHEREAS, per Olympia Municipal Code 3.16.020, it is necessary for the City Council to approve the Facility Relocation/Modification Agreement and authorize the signature for all documents necessary to obligate funds for the Project;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the Facility Relocation/Modification Agreement between the City of Olympia and Puget Sound Energy for relocation of a district natural gas regulator located near Fones Road.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Facility Relocation/Modification Agreement, and any other documents necessary to implement the terms of the agreement, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.
3. The City Manager is authorized to reimburse PSE for actual costs associated with design, property acquisition, and completion of the regulator relocation project currently estimated to be \$1,231,968.00.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

**CITY OF OLYMPIA – FONES ROAD S.E.
FACILITY RELOCATION / MODIFICATION AGREEMENT**

This Agreement is effective as of the date of the last authorizing signature affixed hereto. The parties to this Agreement are Puget Sound Energy, Inc., a Washington corporation (“PSE”), and City of Olympia, (“Government Entity”). PSE and the Government Entity are sometimes referred to herein individually as a "Party" and collectively as the “Parties.”

RECITALS

A. PSE owns and operates certain utility systems and facilities necessary and convenient to the transmission and distribution of natural gas ("Facilities") that are located on or in relation to certain operating rights ("Existing Operating Rights"). These utility systems and facilities are located outside of the public thoroughfare (right-of-way) and franchise area. The Facilities and Existing Operating Rights are more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference.

B. The Government Entity plans to construct improvements to Fones Road S.E. (“Improvements”).

C. In connection with the Improvements, the Government Entity has requested that PSE perform certain engineering design work and certain construction work relating to modification or relocation of its Facilities (the "Relocation Work"), all in accordance with and subject to the terms and conditions of this Agreement, and any applicable tariff on file with the Washington Utilities and Transportation Commission (the “WUTC”).

D. The Government Entity has provided to PSE a written plan for the Improvements (the “Improvement Plan”) which includes, among other things, (a) plans and specifications sufficient in detail, as reasonably determined by PSE, for PSE to design and perform the Relocation Work, including reasonably detailed drawings showing the planned Improvements, (b) a list of the key milestone dates for the Improvements, and (c) information concerning possible conflicts between PSE's Facilities and other utilities or facilities.

The Parties, therefore, agree as follows:

AGREEMENT

Section 1. Relocation Work

1.1 Relocation Work. The Relocation Work is described in **Exhibit B** attached to this Agreement.

1.2 Performance of Relocation Work. Subject to the terms and conditions of this Agreement and any applicable tariffs on file with the WUTC, PSE shall use reasonable

efforts to perform the Relocation Work. PSE shall perform the Relocation Work in accordance with the schedule provided in Exhibit B (the "Relocation Schedule") with reasonable diligence in the ordinary course of its business and in light of any operational issues as to the remainder of its utility systems that may be influenced by the Relocation Work. PSE shall have no liability to the Government Entity or any third party, nor shall the Government Entity be relieved or released from its obligations hereunder, in the event of any delay in the performance of the Relocation Work due to any unforeseen (a) repair, maintenance, improvement, renewal or replacement work on PSE's utility systems, which work is necessary or prudent; or (b) actions taken by PSE which are necessary or consistent with prudent utility practices to protect the performance, integrity, reliability or stability of PSE's utility systems or any systems to which such systems are connected.

1.3 Adjustments to the Relocation Work. PSE shall notify the Government Entity in writing of any reasonably anticipated adjustments to the Relocation Work (including the Relocation Schedule and/or Relocation Cost Estimate) that result from (a) the revision or modification of any Improvements in a manner that requires PSE to revise its plans and specifications for the Relocation Work; (b) delays in PSE's performance of the Relocation Work caused by the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives); or (c) conditions or circumstances otherwise beyond the control of PSE. The Parties acknowledge that additional requirements not contemplated by the Parties may arise during the performance of the Relocation Work. In the event such additional requirements arise, the Parties shall provide written notice thereof and shall use good faith reasonable efforts to appropriately respond to such requirements in a prompt and efficient manner, including appropriate adjustments to the Relocation Schedule and/or the Relocation Cost Estimate.

1.4 Performance by Government Entity. In the event the Government Entity is unable to perform its obligations under Sections 2 and 3 below to PSE's reasonable satisfaction, and absent written waiver by PSE of such obligations, the Parties shall use reasonable efforts to adjust the Relocation Schedule to allow additional time for the Government Entity to perform such obligations; provided, that if the Parties cannot reasonably agree upon such schedule adjustment, PSE may, at its option, thereafter terminate this Agreement by giving written notice to the Government Entity, and the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with such termination under Section 5.5. PSE's determination as to the satisfaction or waiver of any such condition under this Agreement shall not be deemed to be a determination of satisfaction or waiver of any other condition arising under this Agreement.

1.5 Notice to Proceed with Construction Work. At least 10 days prior to the date specified in the Relocation Schedule for commencement of construction for the Relocation Work, the Government Entity shall either (a) provide to PSE a written notice to proceed with such construction work, or (b) terminate this Agreement by written notice to PSE. In the event of such termination, the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with termination under Section 5.5.

Section 2. Operating Rights.

Unless otherwise provided for in Exhibit B, the Government Entity shall be solely responsible for any costs related to acquisition of any and all operating rights for the Facilities that are necessary or appropriate, in addition to or as replacement for the Existing Operating Rights, for completion of the Relocation Work ("New Operating Rights"). Such New Operating Rights shall be in PSE's name, shall be of equivalent quality and kind as the Existing Operating Rights and shall be provided in a form acceptable to PSE, all as determined by PSE in its sole discretion. The New Operating Rights shall be provided with sufficient title information demonstrating to PSE's satisfaction that PSE shall obtain clear, good and sufficient title to such rights, if applicable. PSE shall not be obligated to commence the Relocation Work, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities as located upon or relative to the Existing Operating Rights, unless and until PSE is in possession of the New Operating Rights.

Section 3. Permits.

The Government Entity shall be solely responsible for any costs related to acquisition of any and all permits, licenses, certificates, inspections, reviews, impact statements, determinations, authorizations, exemptions or any other form of review or approval given, made, done, issued or provided by any one or more governmental authorities with jurisdiction necessary or convenient for the Relocation Work (collectively, "Permits"). The Permits shall be on such terms and conditions as PSE shall, in its sole discretion, determine to be appropriate to its needs. PSE shall not be obligated to commence construction for the Relocation Work, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities, unless and until PSE is in possession of all Permits necessary for the Relocation Work and all rights of appeal with respect to the Permits shall have been exhausted. The Government Entity shall be responsible for performance of and any costs associated with any mitigation required by the Permits.

Section 4. Materials and Ownership

Unless specifically agreed otherwise in writing by the Parties, PSE shall provide all necessary materials, equipment and labor required to perform the Relocation Work. All materials, information, property and other items provided for, used or incorporated into the Relocation Work (including but not limited to the Facilities) shall be and remain the property of PSE.

Section 5. Relocation Costs

5.1 Estimate. PSE's good faith estimate of the costs to perform the Relocation Work (the "Relocation Cost Estimate") is \$1,231,968.00. The Parties agree that the Relocation Cost Estimate is an estimate only and PSE shall be entitled to reimbursement of all actual costs incurred in or allocable to the performance of the Relocation Work except as

follows; The cost for materials and construction shall be the sole cost of the Government Entity

5.2 Costs in Excess of Estimate. PSE shall use reasonable efforts to monitor its actual costs incurred during the performance of the Relocation Work, and in the event PSE determines that such costs are likely to exceed the Relocation Cost Estimate by more than twenty percent (20%), PSE shall so notify the Government Entity in writing. In such event PSE may, at its discretion, suspend performance the Relocation Work and PSE shall not be obligated to continue with performance of any Relocation Work unless and until PSE receives the Government Entity's written acceptance of PSE's revised Relocation Cost Estimate and written notice to proceed with the Relocation Work. In the event PSE does not receive such acceptance and notice from the Government Entity within ten (10) working days from the date of PSE's notice, then PSE may, at its discretion, terminate this Agreement. In the event of such termination, the Government Entity shall promptly pay PSE the amounts payable to PSE in connection with termination under Section 5.5.

5.3 Relocation Costs. The Government Entity shall be responsible for, and shall reimburse PSE for, all costs and expenses incurred by PSE in connection with the performance the Relocation Work (the "Relocation Costs"). For purposes of this Agreement, the Relocation Costs shall include, without limitation, any and all direct and indirect costs incurred by PSE in connection with the performance of the Relocation Work, including, but not limited to, labor, personnel, supplies, materials, overheads, contractors, consultants, attorneys and other professionals, administration and general expenses and taxes.

5.4 Statement of Costs - Invoice. Within sixty (60) days of the completion of the Relocation Work, PSE shall provide the Government Entity with a statement and invoice of the actual Relocation Costs incurred by PSE. PSE shall provide, within a reasonable period after receipt of any written request from the Government Entity, such documentation and information as the Government Entity may reasonably request to verify any such invoice.

5.5 Costs Upon Termination of Agreement. In the event either Party terminates this Agreement, the Government Entity shall promptly pay PSE, the following:

(a) all costs and expenses incurred by PSE in connection with the Relocation Work (including, without limitation, all Relocation Costs incurred through the date of termination and such additional costs as PSE may incur in connection with its suspension or curtailment of the Relocation Work and the orderly termination of the Relocation Work); and

(b) all costs and expenses incurred by PSE in returning and restoring the Facilities to normal and reliable commercial operations.

5.6 Payment. The Government Entity shall, within thirty (30) days after the receipt of an invoice for costs payable under this Agreement, remit to PSE payment for the full amount of the invoice.

Section 6. Indemnification

6.1 Indemnification. The Government Entity releases and shall defend, indemnify, and hold harmless PSE from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. PSE releases and shall defend, indemnify, and hold harmless the Government Entity from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of PSE in its performance under this Agreement. During the performance of such activities employees or contractors of each Party shall at all times remain employees or contractors, respectively, that Party and shall not be, or be construed to be, employees or contractors, respectively, of the other Party.

6.2 Title 51 Waiver. Solely for purposes of enforcing the indemnification obligations of a Party under this Section 6, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 6 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

Section 7. Disclaimers and Limitation of Liability

7.1 Disclaimer. PSE makes no representations or warranties of any kind, express or implied, with respect to the Relocation Work or other items or services provided under this Agreement including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of course of performance, course of dealing or usage of trade.

7.2 Limitation of Liability. In no event shall PSE be liable, whether in contract, warranty, tort or otherwise, to any other party or to any other person for any indirect, incidental, special or consequential damages arising out of the performance or nonperformance of the Relocation Work or this Agreement.

Section 8. Miscellaneous

8.1 Tariffs Control. This Agreement is in all respects subject to all applicable tariffs of PSE now or hereafter in effect and on file with the WUTC. In the event of any conflict or inconsistency between any provision of this Agreement and any such tariff, the terms of the tariff shall govern and control.

8.2 Survival. Sections 2, and 4 through 8 shall survive any termination of this Agreement. Subject to the foregoing, and except as otherwise provided herein, upon and

following termination of this Agreement neither Party shall have any further obligations arising under this Agreement and this Agreement shall be of no further force or effect.

8.3 Waiver. The failure of any Party to enforce or insist upon strict performance of any provision of this Agreement shall not be construed to be a waiver or relinquishment of any such provision or any other provision in that or any other instance; rather, the same shall be and remain in full force and effect.

8.4 Entire Agreement. This Agreement, including any exhibits hereto, sets forth the complete and integrated agreement of the Parties. This Agreement cannot be amended or changed except by written instrument signed by the Party to be bound thereby.

8.5 Force Majeure. In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; storm, flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a force Majeure Event, in connection with the Relocation Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligation in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay cause by a Force Majeure Event.

8.6 Enforceability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.7 Notice. Any notice, request, approval, consent, order, instruction, direction or other communication under this Agreement given by either Party to the other Party shall be in writing and shall be delivered in person to an authorized representative or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified below the Parties' respective signatures on this Agreement. Either Party may from time to time change such address by giving the other Party notice of such change in accordance with this section.

8.8 Dispute Resolution. The parties agree that should a dispute arise as to any interpretation, effect, or any other aspect of this agreement, that cannot be resolved through direct negotiations, the parties shall engage in mediation prior to instituting any legal proceeding.

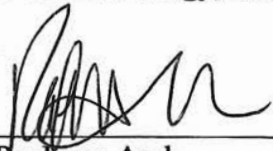
8.9 Governing Law. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. This Agreement shall be fully binding upon the Parties and their respective successors, assigns and legal representatives.

8.10. Jurisdiction and Venue. Jurisdiction and venue to resolve any litigation or dispute regarding this agreement shall be in Thurston County Washington Superior Court.

In witness whereof, the Parties have executed this Agreement as of the date of the last signature affixed hereto.

PSE:

Puget Sound Energy, Inc.


By: Raelynn Asah
Its: Manager, Municipal Relations
Address:
19900 N. Creek Parkway, Bldg. G
Bothell WA 98011

Dated: Jan 23, 2023

Government Entity:

City of Olympia

By: Steven J. Burney
Its: City Manager
Address:
601 4th Avenue East
Olympia WA 98501

Dated: _____

APPROVED AS TO FORM

Mark Barber

Mark Barber, City Attorney

EXHIBIT A

FACILITIES AND EXISTING OPERATING RIGHTS

PSE owns and operates a natural gas district regulator station and an industrial natural gas service at 1202 Fones Rd. SE, Olympia (Parcel 11819110100).

EXHIBIT B

RELOCATION WORK

PSE owns and operates a natural gas district regulator station and an industrial natural gas service at 1202 Fones Rd SE, Olympia (Parcel 11819110100). The industrial natural gas service currently serving the Crown Beverage Plant will be relocated on site at 1202 Fones Rd SE, Olympia (Parcel 11819110100). The natural gas district regulator station serving the greater Olympia area will be relocated to 1307 Fones Rd SE, Olympia (Parcel 11819110601). Easement 4911036 has been acquired on Parcel 11819110601 for the proposed natural gas district regulator station at 1307 Fones Rd SE, Olympia.

RELOCATION CONSTRUCTION SCHEDULE			
Project: Fones Rd SE Gas Facilities Relocation			
Task Name	Duration	Start	Finish
Mobilization	3	3/1/2023	3/3/2023
Gas District Regulator Station Relocation Construction	35	3/6/2023	4/21/2023
Crown Beverage Plant Industrial Gas Service Relocation Construction	5	4/24/2023	4/28/2023
Pressure Testing and Commissioning	6	4/24/2023	5/1/2023
Field Construction Complete and Demobilization	1	5/2/2023	5/2/2023



City Council

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

Agenda Date: 2/13/2023
Agenda Item Number: 4.C
File Number: 23-0164

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

Title

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

Recommended Action

Committee Recommendation:

Not referred to committee.

City Manager Recommendation:

Move to approve the labor contracts with the International Association of Fire Fighters, Local #468.

Report

Issue:

Whether to approve the labor contracts with the International Association of Fire Fighters (IAFF), Local #468.

Staff Contact:

Linnaea Jablonski, Human Resources Director, Office of Strategic Initiatives, 360.753.8309

Presenter(s):

None, Consent Calendar Item.

Background and Analysis:

The labor agreements with IAFF, Local #468 expired on December 31, 2022. The contract covers approximately ninety-one (91) Fire Fighters in the City's Fire Department. The new agreement has been ratified by the Union and City staff is now bringing it forward for approval.

The contracts have three-year terms that will expire on December 31, 2025. Significant changes to the contracts are in the areas of wages.

Wages

Wage increases for these contracts will be based on 90% of Seattle CPI-U with a 1% minimum and a 5% maximum wage increase.

Education and Longevity Incentive Pay

Increased Masters Degree from 4% to 6%.

Medical/Dental/Vision Benefits

All benefits remain the same as administered through the Northwest Fire Fighters Benefits Trust (NWFFT).

Wellness

The City and the Union will jointly implement a peer support program.

The City also agreed to implement Ready Rebound to help fire fighters reduce injury related costs, streamline treatment and rehabilitation.

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

Climate Analysis:

This agenda item is expected to result in no impact to greenhouse gas emissions.

Equity Analysis:

This agenda item is not expected to impact known disparities in our community.

Neighborhood/Community Interests (if known):

There are no known community interests.

Options:

1. Move to approve the labor agreement with the International Association of Fire Fighters, Local #468 and authorize the City Manager to execute the agreement.
2. Do not approve the labor agreement with the International Association of Fire Fighters, Local #468 as proposed and direct staff as to next steps.
3. Move to approve the labor agreements with the International Association of Fire Fighters, Local #468 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 2023 is \$666,671, which is included in the 2023 Operating Budget. A summary of the economic agreements is attached.

Attachments:

Contract

Economic Agreement Summary

AGREEMENT BETWEEN

THE CITY OF OLYMPIA, WASHINGTON

AND

LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO

January 1, 2023 - December 31, 2025

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AGREEMENT BETWEEN
THE CITY OF OLYMPIA, WASHINGTON
And
LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

PREAMBLE

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

ARTICLE 1- RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for all full-time uniformed personnel (as defined by [RCW 41.56.030](#)(6)) employed in the Olympia Fire Department, excluding:

- A. Chief of the Department
- B. Deputy Fire Chief
- C. Members of the Fire Department who are not uniformed employees as defined by RCW [41.56](#).

ARTICLE 2- UNION BUSINESS

A. Dues Deduction:

Upon receipt of a written and signed form from the member authorizing payroll deduction, the City will deduct each month Union dues from the member's wages in the manner prescribed by law; the amount so deducted shall be mailed each month to the Union.

B. Union Official's Time Off:

1. The City agrees to allow time off with pay for a Union officer or duly appointed representative to attend State or National Conferences, State or National Seminars, or State LEOFF Board Meetings, not to exceed five (5) shifts or one hundred twenty hours (120) or the equivalent day shift conversion rate per year. The Union shall submit its request for such time off in writing at least two (2) calendar days prior to the date of the member's requested date of departure. The request shall state the member's name, Union capacity, requested date of departure, and name of the replacement member of equal classification.
2. Attendance by individual Union members at these or similar functions at the express request of the City shall not be counted toward the allowable five (5) shifts but shall be considered and paid as a regular shift.
3. Time off without pay, as permitted under [RCW 41.56.220](#), shall not be counted toward the allowable five (5) shifts.
4. The Union shall provide for a replacement of equal classification to maintain required manning strength at no cost to the City for each Union member absent due to attendance at such meetings, seminars or conferences unless replacement would be required as the result of attendance at one of the activities specified in paragraph 2. In the event that the scheduled replacement is unable to report for duty, and in the further event that the Union does not supply an alternative replacement, the costs incurred by the City in obtaining a substitute member shall be deducted from the wages of the absent Union member.

C. Union Meeting:

1. The Union shall be permitted to hold no more than eighteen (18) Union meetings per year on City premises between 6:00 p.m. and 11:00 p.m. under the following conditions:
 - a. The Fire Chief or designee is given notice of such meeting at least three (3) calendar days prior to the date of any scheduled meeting.
 - b. That such meetings do not in any way interfere with any prior work assignments, prior departmental commitments or emergency responses.
 - c. That the designated hours may be modified by mutual agreement of the Fire Chief or designee and the President of the Union or designee.
2. It is further agreed that the Union Grievance Committee and the Union Executive Committee may meet on City premises during the hours specified above under the following conditions:

- a. That the Fire Chief or designee is given notice of such meetings at least one (1) calendar day prior to such meeting and subject to the same conditions as are specified above in reference to Union meetings.
 - b. Union Grievance Committee Meetings and Executive Committee Meetings shall not require the movement of Fire Department personnel or equipment from the stations to which they are assigned during the duration of their duty shift.
3. The Union agrees that no other formal Union business shall be conducted upon the premises without the prior permission of the Fire Chief or designee.
4. This section is not intended to prohibit casual conversation of Union business between Union members on City premises, provided that such conversations shall not take place in a manner which disrupts Department personnel in the performance of their duties.
5. The Union agrees that its officers, agents, affiliated organizations, and members of the bargaining unit will not solicit merchants, businesses, residents or citizens located within the City of Olympia for contributions, donations or to purchase tickets for any Union sponsored performance or advertising in any Union or Union related publication or associate membership in the Union or any Union related organization without thirty (30) days prior written notice to the City Manager. Such notice shall include the dates such activity shall begin and end, the entities involved in such fund raising and the methods to be employed in the specific campaign.

ARTICLE 3- UNION SECURITY

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

ARTICLE 4- MANAGEMENT RIGHTS

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

ARTICLE 5- SENIORITY

- A. Seniority shall be determined by the date of initial continuous employment. The date of initial employment shall be the actual date the member begins their employment. In the event more than one member has the same date of employment, the person with the higher score on the Civil Service examination shall have seniority over members having lower scores on the same dated examination. A member who has not completed one (1) full year of continuous employment shall not be considered to have seniority and shall not be considered a regular full-time employee.
- B. The City, through the office of the Fire Chief, shall at the first of each year establish two seniority lists which will be posted in all fire stations and a copy of each list sent to the Secretary of the Union. The list shall remain posted for not less than thirty (30) calendar days. Any objections to the seniority lists as posted shall be reported to the office of the Fire Chief within thirty (30) days or it shall stand as posted. One list with the departmental seniority will indicate the seniority of employees within the entire Fire Department. The second list will indicate the seniority of members on each shift and will be adjusted as members are added or lost on that shift throughout the year.
- C. Reduction in Force:
 - 1. All reductions in force of personnel covered by this Agreement shall be carried out pursuant to the terms of this Article.
 - 2. In the event the City decides to reduce Fire Department personnel, the City shall lay off the employees having the shortest length of service in the Olympia Fire Department.
 - 3. Following a layoff under subparagraph 2 above, the City shall determine, by classification, which positions are to be reduced. Where Captain positions are to be reduced, the employee having the least time in grade as a Captain shall be the employee to be reduced and they shall have bumping rights over any retained employee in a lower classification, provided that they have previously held permanent status in that classification. Where Lieutenant positions are to be reduced, the employee(s) having the least time in grade as a Lieutenant shall be the employee to be reduced.
 - 4. Members on layoff as a result of reduction shall be recalled according to seniority, provided that those recalled have the demonstrated ability and qualifications to serve in the classification in which the opening exists. No new employees shall be hired until all laid off employees have been given an opportunity to return to work.
 - 5. The Union shall cooperate with the City in maintaining a list of addresses of members who have been laid off. Notice of recall shall be sent by the City to the members at their last known address by certified mail with return receipt requested. If any member fails to report to work within twenty-one (21) calendar days from the date of mailing of the notice of recall, that member shall be considered to have separated employment from the City, shall cease to have seniority, and the member's name shall be removed from the recall list.

6. In the event that a member is unable to report to work as a result of a medical condition, then the member's name shall not be removed from the list nor shall the member be considered to have quit or cease to have seniority, but rather shall, in the event that the City determines that it cannot await their return, be passed over for recall purposes until the next issuance of notice of recall, provided that the member shall provide the City with notice within the twenty-one (21) calendar working days of their inability to return. It is recognized that the City may require substantiation of the illness or injury alleged to be the cause of failure to report pursuant to a recall notice. If the substantiation is not submitted to the City by the member within seven (7) calendar days of the receipt of the City's request for substantiation without reasonable cause for any delay in so providing, and in the further event that any such substantiation provided does not reasonably support the member's alleged illness or injury, then the loss of seniority and recall rights shall be imposed.
7. Recall rights for any member shall expire eighteen (18) months from the date of layoff. Written notice of expiration or loss of recall rights shall be sent to the member at their last known address by registered or certified mail with return receipt requested.
8. Benefits and seniority shall not accrue during layoff.
9. For purposes of this Article, the classifications to be considered are Battalion Chief, Captain, Lieutenant and Fire Fighter.

Article 6 – DISCIPLINARY FILE RECORDS

Disciplinary material in an employee's personnel file may be considered in progressive discipline. Upon the employee's written request to the Fire Chief, documentation of oral reprimand or admonishment may be removed in twelve (12) months, written reprimands and disciplinary documents may be removed at twenty-four (24) months with the following exceptions, which shall supersede the provisions stated above:

1. Any specific date for removal stated on the disciplinary document shall be followed.
2. Discipline for a violation of the City's Policies covering Harassment, Discrimination and Workplace Violence shall not be removed from the employee file.
3. Any disciplinary action involving suspension or removal of pay equating to forty-eight (48) hours or more shall not be removed.
4. Last Chance Agreements shall not be removed unless a removal date or circumstance is specified in the document.

ARTICLE 7- UNIFORMS, CLOTHING, AND EQUIPMENT

- A. Protective Clothing: The City shall provide the following protective clothing for each member of the Fire Department: one helmet, one turnout coat with liner, one pair of suspenders, one pair of turnout pants with liner, one pair of gloves, and one pair of NFPA turnout boots, and one winter jacket with patch. This clothing shall be of a quality that is generally accepted as suitable for protection of Fire Fighters, in compliance with [WAC 296-305](#). Such clothing shall remain the property of the City and shall be kept in good and safe condition and replaced as necessary due to normal use, in accordance with Department policies, as determined by the Uniform Committee. In the event of negligent loss or abuse of protective clothing by a member (employee), as determined by the Uniform Committee, the City may, in lieu of discipline, permit the member (employee) to pay for replacement of such protective clothing.
- B. Uniforms: The City shall provide uniforms to each new member of the Fire Department as per Department Operating Guidelines. A uniform allowance account is established for each member to cover uniform replacement. Members of Day Shift will be provided with additional funds equivalent to two new "class B" uniforms upon their initial assignment/appointment. The Labor-Management Team will determine the uniform menu and will evaluate the uniform account allowance for all workgroups.
- C. Equipment: In recognition of working a 24-hour shift, the City will install an internet connection at each station to be used for access to the internet. Access to the internet through this connection may be for non-business-related purposes, yet shall be consistent with the City's [Policy 3- Discrimination and Harassment](#) and the City's vision and values.
 - 1. The City will be responsible for the coordination of the installation and payment of this internet connection; maintenance and repair of this internet connection will be the responsibility of the contracted internet service provider(s). The Union will be responsible for any maintenance and repair of equipment utilized to access the internet through this connection. Any modifications to this connection (e.g. change to wireless) must be coordinated with the City to ensure no interference with the existing operating network/systems.

ARTICLE 8- HEALTH AND SANITATION

- A. The City shall provide beds, clean bedding at regular intervals and towels for each member. Shower facilities will be provided with bathroom facilities at each Fire Station operated by the City. The City shall provide and maintain first aid supplies at each Fire Station. The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the members.
- B. The Fire Chief shall issue, and may from time to time revise, written guidelines specifying reasonable safety practices which shall be followed by Department personnel at the scene of emergency operations in the fulfillment of their assigned responsibilities.

ARTICLE 9- BENEFITS AND RETIREMENT

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

- A. Employee and Dependent Dental/Orthodontia: The City will pay the NWFFT the entire dental premium costs for the member and dependents (if any) for the NWFFT Delta Dental of Washington Incentive Plan 7 and Orthodontia \$1,000 Plan.
- B. Employee Medical
 - 1. The City agrees to pay NWFFT to cover the cost of the NWFFT \$1,500 Deductible Plan medical and vision premiums for the employee on a monthly basis. Costs for dependent coverage shall be shared as called for in Article 9-D. 2. Union members will be able to choose between the NWFFT \$1,500 Plan and the AWC Employee Benefit Trust \$200 AD Plan³. The Union agrees to provide coverage for LEOFF 1 retirees through the NWFFT Labor First and Plan \$50 Retirees plans. The City agrees to pay the NWFFT an amount that covers the premiums for the NWFFT LEOFF 1 plans on a monthly basis.⁴ With 90 days' notice the parties agree that the Union may negotiate to return to the AWC Healthcare plans offered at that time by the City
 - 2. The Union agrees that if at any time the NWFFT ceases to provide coverage for LEOFF 1 retirees or changes the plan to the detriment of the City (costing the City more than currently being paid); the Union members will revert to the AWC Healthcare plans being offered at that time.
 - 3. The Union agrees that all administration of the NWFFT Healthcare plans will be done by individuals outside the City of Olympia staff, and that any calls to City staff regarding NWFFT Healthcare plans will be referred to the NWFFT plan administrator. The Union agrees to provide contact information to the City where employees' questions about the NWFFT Healthcare plans can be referred.
 - 4. The Union, through its Medical Plan Administrator, agrees to annually (in the month of January) provide the City a Certification stating that all members of the Union have been given the opportunity to accept insurance with the NWFFT, a list of all employees that have accepted the insurance offer, and those members opting out of insurance with the NWFFT.

C.

- D. Dependent Medical: Any premium increases for dependent medical insurance coverage for each participating member, as provided by the City, shall be shared by the City and the member, with fifty percent (50%) of any such increase paid by the City and fifty percent (50%) of any such increase paid by the member through payroll deduction, provided, however, that the amount paid by the member shall not exceed fifteen percent (15%) of the total dependent medical insurance premium. Thereafter, the City and the member shall continue to equally share any increases in premium costs until such time that the City shall pay eighty-five percent (85%) and the member shall pay fifteen (15%) of the total premium.
- E. Life Insurance: The City agrees to provide and pay the premium for \$20,000.00 (twenty thousand dollars) life insurance coverage for each participating member.
- F. Disability Insurance: The City and the Union will designate one (1) disability income protection insurance. plan to be made available to members on an optional basis. The full cost of the plan shall be paid by the participating members through payroll deduction.
- G. Retirement: The City shall cover members of the bargaining unit in accordance with the applicable State pension system requirements.
- H. Optional Insurance Benefits: Benefits are made available to members that members pay 100% of the premiums through payroll deduction. Examples include, but are not limited to, flexible spending accounts, and disability insurance. Members, who subscribe, will be fully responsible for any premium increase for such optional benefits.
- I. Health Premium Reimbursement Trust: The City shall contribute \$100.00 per month to the Washington State Council of Firefighter's Medical Expense Reimbursement Plan of each member of the bargaining unit.

J. VEBA

1. The City will contribute \$2,000 per year for individual members and \$4,000 per year for a member with dependents to the VEBA plan administered by BPAS. The VEBA contributions will be distributed to all active members no later than January 15 of each year.
2. For those members with known retirement dates, the VEBA contributions will be pro-rated to the date of their retirement and distributed by January 15 of each year.
 - a. For members who separate from the City before the end of the calendar year, the member will only be entitled to receive a prorated share based upon the number of months employed and must return the balance to the City. Any amount owed to the City will be withheld from the member's final paycheck.

3. After annual rates have been published by AWC and NWFFT for the following year:
 - a. Both the Union and the City agree in the event cost increases for AWC are above that of the NWFFT, this will result in an increase in VEBA contributions by the City (including Premiums, Dental, Orthodontia, Vision, and LEOFF 1 coverages);
 - b. The increase of contributions will be equal to the full savings realized by the City and will be equally distributed to participating members of the NWFFT.
- J. Deferred Compensation: It is mandatory that all bargaining unit members defer 6% of their salary in the deferred compensation program.
- K. Deferred Compensation Plan: Members shall be afforded the option of selecting ICMA-RC or Nationwide as their deferred compensation program. Members are allowed to have funds in both programs, although members are eligible to contribute to only one program each calendar year and may elect to change programs during the designated City open enrollment period.
 - a. Members may obtain a deferred compensation loan through either ICMA or Nationwide. Members are not allowed to have simultaneous loans through both providers. Members must follow the City's established policies and procedures for application, repayment, and terms. The City will observe all federal laws pertinent to this program. Members' failure to repay loan amounts and delinquency of loans could jeopardize the continued availability of the loan program and possibly the tax-exempt status of the entire plan. The IRS may amend/modify or eliminate the guidelines of the program at any time. Should the program be discontinued, any outstanding loans would continue, but no future loans would be granted. Should the City determine that it cannot continue with the program, they will discuss first with the union; ultimately, however, the City may discontinue this program at any time and for any reason.
- L. Medical Opt-Out Incentive: Employees who opt out of the City's and/or NWFFT Medical Insurance plans shall receive \$250 per month in lieu of any City provided medical insurance benefits provided Federal or State Law allows. Notification of those members who opt out of the NWFFT plans shall be provided by the NWFFT Plan Administrator. Neither employee of a married employee couple covered by the City insurance may receive the \$250 opt out provision for refusing the City's insurance.
- M. Paid Family and Medical Leave: Each member will pay .253% of their wages towards the Paid Family and Medical Leave benefit. The City agrees to pay .147% of employees' wages towards the total .4% contribution required by the Employment Security Department.

ARTICLE 10- GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to provide for an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Union-Management meetings involving grievances, or these procedures shall be scheduled by mutual agreement.
- B. For the purpose of this Agreement, a grievance is defined as a dispute, which arises between the members and the City and shall be limited to a dispute or disagreement involving the interpretation, application or alleged violation of any provision of this Agreement.

- C. Grievances which arise shall be settled in the following manner:

STEP 1. Where the grievance involves a matter within the control of their shift Battalion Chief the grievant and/or the Union Grievance Committee shall attempt to resolve the matter with the Battalion Chief prior to the filing of a written grievance. Grievances shall be filed in writing with the Chief of the Fire Department and with the Union Grievance Committee within fifteen (15) calendar days after the member(s) involved knew or should reasonable have known of the occurrence giving rise to the grievance. The written grievance shall include: 1) a statement of the grievance and such facts as are deemed relevant; 2) specific provision or provisions of the contract which are alleged to have been violated; 3) remedy sought; and 4) any other material deemed relevant. The Fire Chief or designee shall attempt to resolve the grievance within ten (10) working days after receipt of the written grievance.

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

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

- a. Notice of arbitration shall be given within ten (10) working days following the issuance of the solution proposed by the City Manager or designee. A representative of the Union and the City Manager or designee shall meet within five (5) working days after notice of arbitration has been given to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Public Employment Relations Commission to appoint an arbitrator from its staff. If the Public Employment Relations Commission indicates a delay of more than two (2) months, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) names and the parties shall alternately strike one (1) name from the list until only one (1) name remains. A coin toss shall determine the party striking the first name. The one (1) name remaining shall be the arbitrator. One (1) working day shall be allowed for the striking of each name.

- b. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be kept private and shall include only such parties in interest and/or designated representatives. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute the judgment on a matter or condition for that of the City where the City has not negotiated and limited its authority on the matter or condition. The arbitrator shall render the decision within thirty (30) calendar days after the final hearing. Decisions of the arbitrator within these stated limits shall be final and binding upon the parties to the grievance, provided that the decision does not involve any actions by the City which are beyond its jurisdiction. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
 - c. The fees and expenses of the arbitrator and the proceedings shall be borne equally by the City and the Union. Each party shall be responsible for all costs of preparing and presenting its case including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the costs of such records, provided that in the event the other party subsequently requests a copy of said records, the cost shall be borne equally.
 - d. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals greater than fifteen (15) calendar days prior to the date when such grievance shall have first been presented.
 - e. It is understood and agreed that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the grievant member, the Union or persons represented by the Union, and the City to litigate or otherwise contest the grievance of this subject matter in any court, Civil Service Commission, or any other available forum, provided that if it is determined by the arbitrator that they have no authority or power to rule in the case, it shall have been deemed to be no election of remedies or a waiver of rights. Conversely, litigation of the subject matter of the grievance in any court shall be deemed to constitute an election of remedies and a waiver of the right to arbitrate the matter.
 - f. In the event the arbitrator finds that they have no authority or power to rule in the case, the matter shall be referred back to the merits of the case and with a written statement indicating the reasons for the arbitrator's conclusion.
- D. A grievance will be deemed to have been waived if the grievant member or Union chooses to take a grievable matter to any city, state or federal agency.

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

ARTICLE 11- RULES AND REGULATIONS

The Union agrees that its members shall comply in full with Fire Department rules, regulations, policies and procedures including those relating to the conduct of work performance. The employer agrees those department rules, regulations, policies and procedures adopted which affect working conditions and performance shall be subject to the grievance procedure.

ARTICLE 12- HOURS OF WORK

- A. The Olympia Fire Department recognizes a 7(k) exempt twenty-seven-day work period for field operations members assigned to twenty-four hour shifts. During that period, field operations members shall be assigned one hundred ninety-two (192) hours or twenty-four hours on/forty-eight hours off (49.8 hour per week). Within each twenty-seven (27) day work period, field operations members will receive twenty-four (24) hours off (Kelly Day) with pay. This time off will be scheduled by the Fire Chief or designee.
- B. Kelly Day selection for shifts with staffing levels above twenty-seven (27) will create the need for an additional Kelly Day slot for each FTE above twenty-seven (27). These slots will fall outside of the current three (3) Kelly Day slots per shift and will not increase or interfere with the availability of vacation. Members will continue to be afforded the opportunity to pick their Kelly Days prior to selecting vacations.
- C. Sick leave hours will not be deducted from a person's accrual bank for those hours during a scheduled Kelly Day. While on sick leave, Kelly Days cannot be banked or traded for use upon return to duty.
- D. Members assigned to other than twenty-four (24) hour shifts will be classified as Day Shift. Day Shift members shall work forty (40) hours per week schedules.
- E. When Department required and approved training is scheduled to total 24 hours or more over consecutive days, but not more than 20 days, the member will not be transferred to day shift but rather the department will adjust the members time as follows:
 - a. Members will be granted the last 12 shift hours off their assigned shift if that shift is the day before the class begins,
 - b. Members will be granted a full 24 shift hours off their assigned shift if that shift falls the first day after the class ends,
 - c. If the total work hours in the work period exceed 49.8 hours, member will receive overtime for the balance.
- F. Shift members temporarily assigned to Day Shift ~~for more than twenty (20) days~~ will be transferred to a forty (40) hour week **at the time of the transfer**. At this time, the member's hourly wage will be increased to

account for the decrease in hours worked per week so that there is no change in gross, base semi-monthly pay. Items a, b and c above will remain in effect after the member is transferred to the forty (40)-hour week.

G. Temporary Day Shift Assignment:

1. Shift members temporarily assigned to Day Shift (for disability or other reason) shall receive holiday pay equivalent to 11 hours of the member's base hourly rate exclusive of overtime and premium pay and will not be expected to report for duty when the front office is closed. This arrangement will be in effect for the whole time of the temporary assignment.
2. Caps upon sick leave (*Article 14*) and Vacation (*Article 15*) will be managed as if the temporarily assigned member was still on their suppression shift assignment.
3. Use of vacation and sick leave will be governed by *Article 14, Sick Leave* and *Article 15, Vacation*, respectively.
4. Shift members temporarily assigned to Day Shift will be transferred to a forty (40) hour week. Vacation accruals will be maintained at the employees' current level until they have been assigned to the forty (40) hour work week for twenty (20) days. At this time, the member's hourly wage will be increased to account for the decrease in hours worked per week so that there is no change in gross, base semi-monthly pay. Items a, b and c above will remain in effect after the member is transferred to the forty (40)-hour week.

ARTICLE 13- SALARIES

A. Basic Salaries:

1. Members covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement and marked "Appendix A". The wage schedule is considered a part of this Agreement. A recruit classification for entry-level Firefighters during the one year training period will be seventy percent (70%) of top step Firefighter. A recruit classification for entry-level Firefighter Paramedics during the ~~six-month~~ one year training period will be eighty percent (80%) of top step Fire Fighter. ~~This recruit pay will be followed by six (6) months at Firefighter and Firefighter Paramedic Step 1.~~ Members will be placed at Step 2 on their one year anniversary.
2. All members' salaries shall be calculated from the top step of Firefighter. The applicable percentage per position and time in grade shall be found in Appendix A.
3. Members who obtain and maintain Thurston County EMT-B certification, including defibrillator certification, will receive incentive pay of \$12.50 per pay period.
4. Members trained, certified, and operating as the MSA, MMR Certified CARE Technician for their shift, to a maximum of 3 positions for the department, will have 2% added to their base pay per month.

5. Members will receive deferred comp compensation in the amount of 3.0% as part of their basic salary for services rendered.

~~6. Fire Lieutenants with a Paramedic certification (subject to requirements and limitations of the Medical Program Director) will receive a 5% base wage increase over applicable Fire Lieutenant rate of pay. (See new article in Appendix A)~~

~~a. All regular pay will be directly deposited to the financial institution of the employee's choice.~~

A. Working Out of Classification: Any member covered by this Agreement who is designated by the Fire Chief or representative as working out of classification in a higher position than their regular classification shall receive the greater of the lowest step of the higher classification pay range or a five percent (5%) increase per hour that the member works in the higher position.

B. Longevity: Additional monthly pay shall be awarded for longevity to members of the department on the following scale;

5 – 9 Years	10 – 14 Years	15 – 19 Years	20 – 24 Years	25+ Years
1.5%	3.0%	4.0%	5.0%	6.0%

C. Education Incentive: Additional monthly pay shall be awarded as an educational incentive to members of the department at the following rates;

- a. Associate degree: 2%
- b. Bachelor's
- c. Master's Degree ~~5~~ 6 %
- d. All Associates, Bachelors, and other Advanced Degrees will be conferred by an accredited college or university according to the following seven (7) regional accreditation agencies recognized by chea.org (Council for Higher Education Accreditation): Western Association of Schools and Colleges, Higher Learning Commission, Middle States Commission on Higher Education, New England Association of Schools and Colleges, Northwest Commission on Colleges and Universities, Southern Association of Colleges and Schools, and WASC Senior College and University Commission.

ARTICLE 14- OVERTIME, CALLBACK, AND EXCHANGE

- A. Unscheduled overtime shall be defined as authorized work performed in excess of scheduled hours of work as stated in Article 11 of this Agreement.
1. All overtime performed to supplement the absence of normal field operations personnel shall be paid at the overtime rate from the time they report for duty.
 - a. A member will be paid the overtime pay rate for one-quarter (1/4) hour for any portion of the one-quarter (1/4) hour worked.
 - b. Paramedics attending in-service training required by the Medical Program Director will be compensated for such time, up to three (3) hours per month.
- B. Field operations members shall receive overtime compensation at time and one-half Hourly pay is computed using the following formula:

$$\frac{\text{Pay Period Salary} * (+) \text{Special Pay}}{108 \text{ hours}^{**}}$$

*Annual Pay divided by 24 pay periods

**192 hours multiplied by 13.5 (27-day periods in one year) = 2592 annual hours and 2592 annual hours divided by 24 pay periods = 108

- C. Day Shift members who work in excess of their regular scheduled workday shall, at the member's option, receive compensation in the following manner:
1. Receive overtime pay figured at the rate of one and one-half (1.5) times their applicable rate; or
 2. Compensatory time equal to one and one-half (1.5) hour for each hour worked if the member is performing non-operations type work for their assigned division.
 - a. Members may accrue a maximum of eighty (80) hours. When a member has accrued the maximum number of hours, any additional overtime worked will be paid at the overtime rate.
 - b. The scheduling of compensatory time off is at the discretion of the supervisor. The supervisor must, however, allow the use of compensatory time within a reasonable period unless the member's absence would unduly disrupt operations.
 - c. Upon retirement, resignation, or transfer, a member's compensatory bank will be cashed out at the member's final hourly rate.
 - d. 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.

- D. Fire Suppression members who attend pre-approved non-mandatory training shall receive compensation in the following manner:
1. Vacation time equal to one and one half (1.5) hours for each hour worked that will be added to the employee's comp time banks.
 - a. Approval for vacation credit for non-mandatory training is at the discretion of the Division Manager
- E. Members on off-duty time who are subpoenaed to give testimony in court about events arising out of their employment, except in civil cases, shall receive overtime compensation at the applicable rate.
- F. The Fire Department will establish and maintain an overtime work list for each class of members. All members will have their names represented on the list in accordance with the departmental seniority list as established in **Article 5** of this Agreement. Should the need for overtime occur in the Fire Department because of vacations, sickness or other unforeseen conditions, the officer in charge shall fill the vacancy in accordance with departmental policy.
- G. Callback:
1. In the event additional staffing is required to cope with a designated greater alarm, the Fire Department shall call in the necessary off-duty Firefighters and officers concurrent with summoning mutual aid units. This section does not apply when mutual aid units are summoned for the purpose of providing special equipment or when dispatch procedures require automatic mutual aid responses.
 2. All off-shift personnel will be paid a minimum of two (2) hours pay at the applicable overtime rate when called back under alarm conditions. Provided that a member is called back less than two (2) hours prior to the start of a shift, for that member, overtime will be paid only for actual time until the start of the member's shift.
 3. Members will return to work for emergency callback whenever contacted unless they are sick, unable to secure their property or family, and/or are incapacitated.
- H. Exchange of Time:
1. Exchange of time involving Kelly days will be allowed without restriction provided that only whole (24 hour) shift are exchanged, except as defined in Article 11 and the Manual of Operations.
 2. As the "exchange of time" is solely for the convenience of the members, the City assumes no liability, either monetary or non-monetary.

ARTICLE 15- SICK LEAVE

- A. Notification Members not able to work because of emergencies or other justifiable causes as defined in departmental Manual of Operations must notify their Battalion Chief, or acting Battalion Chief, before 6:30 a.m. of the date they are to work. This provision shall not be interpreted as condoning repeated absences from work on the part of the members.
- B. Sick Leave
 - 1. Regular full-time members covered by the LEOFF Retirement System prior to October 1, 1977 will accumulate paid sick leave at the rate of twenty-four (24) hours for each full month of service up to a maximum accumulation of two hundred forty (240) hours. Sick leave accumulated in one (1) year may be carried over to succeeding years but not to exceed a total of two hundred forty (240) hours.
 - 2. The Union agrees that members will not apply for disability leave under the LEOFF pension system for absences of less than three (3) scheduled workdays/shifts unless the member does not have sufficient paid sick leave accrued. When a member applies for disability leave, the commencement of the disability leave shall be as of the first hour that the member was unable to report to work. Any sick leave which subsequently is covered by an approved disability leave shall be credited to the affected members, provided that such credit shall not result in sick leave accrual in excess of the maximum, accumulations stated in paragraph 1 above. It is the intent of this section that the City's total liability for combined paid sick leave and disability leave shall not exceed six (6) months for any one incident.
 - 3. Regular full-time members enrolled in the LEOFF Retirement System after October 1, 1977 will accrue one (1) duty shift per month during the first 72 months of service. After 72 months, members will accrue sixteen (16) hours per month. Maximum accumulation is one thousand four hundred forty (1,440) hours for field operations personnel. LEOFF II Day Shift members will accrue eight (8) hours per month to a maximum of nine hundred and sixty (960) hours.
 - 4. Use of and eligibility for sick leave shall be governed by departmental Manual of Operations. All full-time members are permitted to remain away from their employment because of illness or physical inability, whether incurred on-duty or off-duty, without loss of compensation up to the number of sick leave hours that the member has accrued.

ARTICLE 16- VACATIONS

- A. Vacation Accrual: Annual vacation credits for field operations personnel assigned to twenty-four (24) hour shifts shall be earned from the date of employment as follows. To calculate Day Shift accruals, multiply designated field operations vacation accrual entitlements by 0.80.
1. Members having less than five (5) years full time service with the City will accrue 156 vacation hours per year.
 2. Members having more than five (5) and less than ten (10) years full time service with the City will accrue 204 vacation hours per year.
 3. Members having more than ten (10) years and less than fifteen (15) years of full-time service with the City will accrue 252 vacation hours per year.
 4. Members having more than fifteen (15) years of full-time service with the City will accrue 276 vacation hours per year.
 5. Members with more than twenty (20) years of full-time service with the City will accrue 288 vacation hours per year.
 6. Members with more than twenty-five (25) years of full-time service with the City will accrue 312 vacation hours per year.
 - a. Accrued vacation time taken shall be limited to the number of vacation credits earned by the member.
 - b. The vacation selection list will be posted on the bulletin board in the main station by November 1 of the year proceeding the opening date of the vacation selection list. Vacation selection will be made by seniority according to the shift seniority list, with senior members selecting before members with less seniority.
- B. Vacation Requests: All vacation requests will be forwarded to the Fire Chief on the forms provided. Vacation selections before January 1 will not be denied due to on-duty staffing reduced below specified strength brought about by sickness, disability or approved training attendance. Requests received after that date will be processed on a first come basis without regard to seniority. All subsequent vacations will be granted for the convenience of the member, provided that the Fire Chief may deny any vacation request when the on-duty staffing would be reduced below the minimum strength specified by the Fire Chief.

- C. The maximum number of shifts of vacation, which may be accumulated, shall be limited to three (3) years of a member's entitlement.
- D. The maximum amount of vacation time which a member may take in any one (1) block shall be as follows:
 - 1. Field operations members: No more than 288 hours.
 - 2. Day Shift members: No more than 172 hours.
- E. Cash-Out/Conversion:
 - 1. Except as noted below, no more than three hundred and thirty-six (336) hours may be cashed out at the time of retirement or separation.
 - 2. Members shall be allowed to cash back more than the stated amounts if circumstances such as vacation request denials prevented them from taking sufficient vacation to hold down their accumulation levels.
 - 3. Vacation cash out, upon separation, may be transferred to the City's 457 Deferred Compensation Plan consistent with IRS regulations.
 - 4. Upon LEOFF Plan 2-defined retirement, in addition to the three hundred and thirty-six (336) hours of vacation entitlement that may be cashed out, 25% of accrued and unused sick leave may be transferred into "compensable hours" and contributed to the member's Washington State Council of Firefighter's Medical Expense Reimbursement Plan account.
 - 5. Pursuant to the [*City of Olympia Policy 17, Personnel Actions, Section 4.14 Separation Pay*](#), probationary employees are not eligible for vacation leave cash out upon separating from the City.

ARTICLE 17- PAID HOLIDAYS

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

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

- B. In addition to the above specified holidays, a member may designate one (1) non- cumulative personal holiday in each calendar year, provided that the member has been continuously employed or is scheduled to be continuously employed by the Fire Department for at least six (6) months.
- C. Holiday pay shall be paid to all members assigned to a twenty-four (24) hour shift regardless of whether or not they are scheduled to work on a given holiday specified in Section A above and for the personal holiday discussed in Section B above. Holiday pay shall be an amount equivalent to 10.9 hours of the member's base hourly rate exclusive of overtime and premium pay and shall be in lieu of time off.
- D. Members permanently assigned to Day Shift shall not receive holiday pay but shall have the holiday off and receive their regular compensation for each holiday. In the event that any holiday established by Paragraph A falls on a Saturday, the proceeding Friday shall be given as a holiday in lieu of the normal holiday. If the holiday falls on a Sunday, the following Monday shall be given as the legal holiday.
1. Members may request to work a holiday at the Division Manager's approval and receive the hours 1:1 as Floating Holiday time to be used at a later date within the calendar year.
 2. The scheduling of additional Floating Holiday time off is at the discretion of the supervisor so that the Division remains staffed. However, the supervisor must allow the use of the Floating Holiday time off within a reasonable period. Members who are injured and do not return to work will be compensated for any holiday hours in their bank at the time of the injury.

ARTICLE 18- PROMOTIONS

In the case of promotions, if and when the Fire Chief elects to pass over a candidate on the promotional list under applicable civil service rules, they shall provide the passed over individual, in writing, their reasons for the pass over. The purpose of formalizing their reasons in writing is solely to provide the candidate with tools in which to improve their skills for future promotions.

ARTICLE 19- WELLNESS

The City and membership agree to accept the IAFF Wellness Initiative Program. Aspects of the Wellness Program include:

- a. The City agrees to purchase and maintain physical fitness equipment needed to comply with the Wellness Initiative. A QSD process will be used annually to evaluate equipment needs and maintenance.
- b. The Union and the City agree to jointly implement a mandatory physical performance testing and fitness program. These physicals will be completed on an annual basis. Medical physicals will be conducted by a provider selected through the Northwest Fire Fighters Benefit Trust (NWFFT). No individual results will be shared with the employer, with the exceptions of “fit” or “not fit” for duty. Physical exams will be scheduled in a manner such that minimum staffing levels will not be adversely impacted. The Department will attempt to schedule physicals in conjunction with other area Departments also utilizing the NWFFT for annual physicals, provided that travel outside of Thurston County is not necessary.
- c. IAFF Quitting Your Way Program/Tobacco Cessation, for which the City will pay for the one-time cost of the City-approved Wellness Initiative approved program/method.
- d. The Union agrees that all members will comply with the [City's Policy 5-Drug and Alcohol](#).
- e. The Union and City agree to jointly implement a mandatory annual audiogram for members per [WAC 296-817-40015](#).
- f. A monthly deduction of two dollars and sixty-eight cents (\$2.68) will be made from each employee's second (2nd) bi-weekly paycheck. The Employer will contribute three thousand (3,000) dollars annually to the equipment repair fund. These funds will be held by the City for use as allowed under the guidelines set forth by the Union.

3. G. Peer Support

- a. The union and city agree to jointly implement a peer support program as highlighted in the 4th edition of the fire service joint labor management wellness-fitness initiative.

b. The city agrees to provide the Peer Support team with an annual training budget of \$15,000 to comply with the wellness initiative.

c. The city agrees to provide the Peer Support program with an Independent Mental Health Contractor to provide mental health support services to include but not limited to: Emergency counseling services, facilitation, coaching, on-call expert advice in the following areas: individual coaching/counseling, peer support program development, facilitation, mediation, and training. Contractor services will not exceed 40 hours per month without prior approval.

H. Ready Rebound

a. Ready Rebound creates an integrated single-source service solutions for Firefighters that will help reduce injury-related costs, streamline the management of injury treatment and rehabilitation, and lead to the implementation of a sustainable and efficient evidence-based health, fitness, and performance programming. The goal of Ready Rebound is to establish an injury management system that rewards the employee and employer through efficiency, reduced costs, and reduced time lost.

b. The City agrees to fully fund the annual costs of enrollment for Local 468 members into the Ready Rebound program.

ARTICLE 20- SEVERABILITY CLAUSE

Should any provision in this Agreement or the applications of such provisions be rendered or declared invalid by any 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. Should the sick leave provisions of this contract, or should a catastrophe occur which would prompt the City Council to declare a "State of Emergency", the City and the Union jointly agree to meet and confer as to how to address these issues.

ARTICLE 21- TERM

This Agreement shall become effective upon January 1, 2023 and shall remain in full force and effect until December 31, 2025.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 22nd DAY OF FEBRUARY 2023.

FOR THE CITY OF OLYMPIA

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

Steven Burney, City Manager

Erin Johnson, President

APPENDIX A: SALARIES

- A. On January 1, 2023 covered employees will receive a salary increase of 5%.
1. Effective January 1, 2024 and January 1, 2025: Employees will receive a salary increase of 90% of Seattle- CPI-U (based on July 1 – June 30 CPI-U figures from the prior year) with a minimum increase of 1% and a maximum increase of 5%.
 - a. For the calendar year 2023, employees will receive 2 additional personal days to be used on any day of the employees choosing, excluding federal holiday.
- B. For the purpose of salary calculation, the following table shall be used. All subsequent salary increases shall be calculated on Firefighter Step 5 and then the appropriate percentage will be applied to each step as shown. It is the intent that all salaries be a percentage of Firefighter Step 5.

Firefighter Recruit	70%
Firefighter Step 2 (Complete Year 1)	80%
Firefighter Step 3 (Complete Year 2)	90%
Firefighter Step 4 (Complete Year 3)	100%
Firefighter/PM Recruit	80%
Firefighter/PM Step 2 (Complete Year 1)	90%
Firefighter/PM Step 3 (Complete Year 2)	100%
Firefighter/PM Step 4 (Complete Year 3)	112.5%
Fire Prevention Officer Step 2**	95%
Fire Prevention Officer Step 3**	100%
Fire Prevention Officer Step 4**	105%
Fire Prevention Officer Step 5**	110%
Lieutenant Step 1	112.5%
Lieutenant Step 2	115%
Lieutenant (Day) Step 1	118.5%
Lieutenant (Day) Step 2	121%
Captain Step 1**	126%
Captain Step 2**	128%
Captain Step 3**	130%
Battalion Chief Step 1	126%
Battalion Chief Step 2	128%
Battalion Chief Step 3	130%
Battalion Chief (Day)	136%

A minimum of 10% will be added to a Firefighter's current step when transferred to Fire Prevention Officer or Firefighter/PM. Firefighters who transfer into Firefighter/PM or Fire Prevention Officer positions retain the rank of Firefighter and their anniversary dates will not be reset for the purpose of step increases in the new position. This provision is not retroactive

- a. Any member of the Department, below the rank of Battalion Chief, carrying a Paramedic certification that is supported by TCMO, and is not regularly assigned to a Medic Unit, shall receive half the top step Paramedic rate of pay as a base wage increase.
 - i. Battalion Chiefs carrying a Paramedic certification are encouraged to maintain their certification, and will be supported with overtime compensation for all mandatory training relevant to this certification
- b. Any promoted member of the Department carrying a Paramedic certification that is supported by TCMO, and is regularly assigned to a Medic Unit, shall receive half the top step promotion pay as a base wage increase in addition to their paramedic rate of pay.
- c. It is agreed that an employee that assigned will be transferred from a 24-hour/day-based position to an 8-hour/day-based position. A change in status for this purpose will not affect an employee's pay, although leave accruals will be adjusted to reflect the change in status. Vacation accruals will be maintained at the current level until the employee has been in the forty (40) hour workweek for 20 plus days.

* This includes the additional deferred comp compensation members receive as part of base salary as outlined in Article 12, Section A5.

**Based on a 40 hour workweek.

D. Members selected, trained, and certified to operate on the Fire Investigative Team (FIT) will have 2% added to their base pay. The selection and training requirements are as follows:

Selection Process:

Olympia Fire Department Fire Investigation Team, FIT, members will be selected using the following process:

- When there is a vacancy or expected vacancy, the department will solicit interest to fill the vacancy. It is desired that the Fire Inspectors will obtain the Fire Investigator Certification during their tenure. The Assistant Fire Marshal will obtain the Fire Investigator Certification at the discretion of the Fire Marshal.
- If Fire Investigators are needed from the shifts to supplement those in the fire Prevention division, members who would like to join the team will submit a letter of interest to the Fire Marshal.
- A panel consisting of the Fire Marshal and the Operations Chief will review the letters of interest and conduct interviews.
- The Fire Marshal will then make the appointment.

After completion of initial training the prospective Fire Investigation member will need to give a three-year commitment prior to receiving the position.

Initial Training:

- Achieve certification in the following disciplines
 - 11 Certified Fire Investigator, CFI, Training Modules

- National Fire Academy, NFA, Basic Fire Investigation course
- FIT certification

Minimum Annual Training Requirements:

- Acquire and Maintain FIT designation
- Complete one CFI course per quarter
- Attend NFA or Leavenworth conference/training each year

Requirements to Receive or Maintain Pro-pay:

- Member must complete all required initial training (before pay begins)
- Successfully complete the minimum ongoing training (reviewed at end of each year)
- Serve as “Lead Fire Investigator” on at least one fire in the previous calendar year.

In the Event of Long-term Injury or Illness:

- The member will need to complete remediation/ make-up training as outlined by the Fire Marshal managing the program.

- C. Members selected, trained, and certified to operate in the Special Operations Rescue Team (SORT) will have 2% added to their base pay beginning January 1, 2018. The selection and training requirements are as follows:

Selection Process:

Olympia Fire Department SORT members will be selected using the following process:

- When there is a vacancy or expected vacancy, the department will solicit interest to fill the vacancy.
- Members who would like to join the team will submit a letter of interest to the Operations Chief.
- A panel consisting of the Battalion Chief responsible for managing the SORT program and two or more additional SORT members will review the letters of interest and conduct interviews.
- Following this process, the Battalion Chief will send a recommendation to the Operations Chief.
- The Operations Chief will then make the appointment.

After completion of initial training the prospective SORT member will need to give a three-year commitment to the SORT team prior to receiving the position.

Initial Training:

- Thurston County SORT Orientation
- Achieve Technician level certification in the following disciplines:
 - Rope
 - Confined Space
 - Trench
 - Structural Collapse
- Member will be assigned to day shift during their Technician level training.

Minimum Annual Training Requirements:

- Rope 2 drills per year
- Confined Space 1 drill per year
- Trench 1 drill per year
- Structural Collapse 1 drill per year
- Successfully pass Thurston County SORT's annual skills evaluation

Requirements to Receive or Maintain Pro-pay:

- SORT member must complete all required initial training
- Successfully complete minimum ongoing training
- Successfully pass the annual skills evaluation

In the Event of Long-term Injury or Illness:

The member will need to complete remediation/ make-up training as outlined by the Battalion Chief managing the program and the requirements of Thurston County SORT

APPENDIX B: FOUR PLATOONS

The City and the Union agree to continue to negotiate moving to a four platoon schedule.

IAFF, LOCAL #468
ECONOMIC AGREEMENTS SUMMARY
February

The City and the Union are currently negotiating the labor contract for the period January 1, 2023 – December 31, 2025. The following summarizes the proposed agreement:

ITEM	AGREEMENT	ESTIMATED ANNUAL COST INCREASE
COLA on Base Salary	2023: 5% 2024: 1 % Min/5% Max Tied to CPI-U 2025: 1% Min/5% Max Tied to CPI-U	\$666,671 \$261,477 \$261,477
Increase of Benefits	2023: 2024: 2025:	\$21,411 \$18,746 \$18,746
2023	TOTAL: As a percentage of annual payroll:	\$688,082 5%
2024	TOTAL: As a percentage of annual payroll:	\$280,223 2%
2025	TOTAL: As a percentage of annual payroll:	\$280,223 2%

These calculations are based on 91 positions

*COLA on salary for 2024 and 2025 are estimated at 2.5%.

*Reflects Education Incentive Master's Degree increasing to 6%.



City Council

Approval to Appoint David Brine to the Capital Area Regional Public Facilities Board

Agenda Date: 2/13/2023
Agenda Item Number: 4.D
File Number: 23-0165

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

Title

Approval to Appoint David Brine to the Capital Area Regional Public Facilities Board

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the reappointment of David Brine as Olympia's Representative to the Capital Area Regional Public Facilities District Board for a 4-year term ending March 1, 2027.

Report

Issue:

Whether to reappoint David Brine as Olympia's Representative to the Capital Area Regional Public Facilities District Board.

Staff Contact:

Susan Grisham, Assistant to the City Manager, 360.753.8244

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Capital Area Regional Public Facilities District (CARPFD) Board is an interjurisdictional body created by the cities of Olympia, Lacey, Tumwater and Thurston County.

The purpose of this district is to receive PFD revenues from the State and then enter into contracts with local entities for regional projects, based on the Interlocal Agreements. Currently the CARPFD has contracts with the City of Lacey for the Regional Athletic Complex (RAC) and the City of Olympia for the Hands-on Children's Museum.

The District is authorized to receive 0.033% of the State share of sales and use tax generated in the four jurisdictions as allowed by RCW 82.14.390. This legislation authorized the use of State revenue

to promote economic development by supporting the construction of certain public facilities in local jurisdictions.

The CARPFD is managed by a seven-member Board of Directors that has fiduciary responsibility for the appropriate use of sales tax revenue it collects and distributes. The Board meets annually to review financial statements and to issue an annual report to the public on the use of those funds. Three members of the Board are appointed jointly by the four local jurisdictions. The remaining four members are appointed individually by each of the jurisdictions to four-year terms. A roster of current boardmembers, along with information about the CARPFD is attached.

Mr. Brine has served as Olympia's representative to the CARPFD Board for two terms and staff recommends his reappointment.

Climate Analysis:

This item is not expected to have an impact on greenhouse gas emissions.

Equity Analysis:

Funding from the CARPFD revenues support the City of Olympia for the Hands-on Children's Museum. As an organization the Hands-on Children's Museum provides free and reduced admission programs for families regardless of their ability to pay. The Museum also provides sensory friendly spaces for families of children with autism, sensory sensitivities, and special needs.

Neighborhood/Community Interests (if known):

There are no known specific community interests.

Options:

1. Reappoint David Brine to a 4-year term as Olympia's representative to the CARPFD.
2. Refer the matter to the Community Livability and Public Safety Committee.

Financial Impact:

None

Attachments:

CARPFD 2022-2023 Roster

CAPITAL AREA REGIONAL – PUBLIC FACILITIES DISTRICT

ESTABLISHED IN 2003

BOARD OF DIRECTORS (2022-2023)

FOUR YEAR TERM - NO TERM LIMITS

Nancy Clauson, President (2022-2023) <i>District-wide Appointee</i> 2103 Alonda Ln NE Olympia WA 98516 (C) 360.485.8242 Njclauson77@comcast.net Appointed: 03.03.2012 Reappointed: 03.01.2016, 03.01.2020 Term Expiration: 03.01.2024	Ken Parsons, Secretary/Treasurer (2022-2023) <i>Thurston County Representative</i> 4747 Shincke Rd NE (H) 360.791.4433 wa.kenparsons@gmail.com Appointed: 02.25.2003 Reappointed: 02.12.2007, 03.01.2011, 2015, 09.18.2018 Term Expiration: 03.01.2023
Chris Leicht <i>District-wide Appointee</i> 920 East Bay Dr NE, 3D-301 Olympia WA 98506 (H) 360.352.1949 (C) 360.239.2179 leichtc@comcast.net Appointed: 04.01.2010 Reappointed: 05.22.2014, 07.12.2018, 02.17.2022 Term Expiration: 03.01.2026	Dennis Reed <i>City of Lacey Representative</i> 609 Enterprise Dr NE Lacey WA 98516 (C) 360.789.8587 (F) 360.438.9119 liondennis6@gmail.com Appointed: 02.25.2003 Reappointed: 03.01.2007, 2011, 2015, 12.06.2018 Term Expiration: 03.01.2023
John Grausam <i>District-wide Appointee</i> 4708 Belair Drive SE Lacey, WA 98503 (C) 360.456.6857 jwgrausam@gmail.com Appointed: 05.07.2019 (unexpired term) Reappointed: 03.18.2021 Term Expiration: 03.01.2025	David Brine <i>City of Olympia Representative</i> 1716 Camelot Park SW Olympia WA 98512 (H) 360.280.9898 d.brine@comcast.net Appointed: 12.04.2007 Reappointed: 03.01.2011, 2015, 02.05.2019 Term Expiration: 03.01.2023
City of Lacey Administrative Support City Clerk's Office Lacey City Hall 420 College St SE Lacey WA 98503 360.486.8704 pedmonds@ci.lacey.wa.us	Trent Grantham <i>City of Tumwater Representative</i> 902 "G" Street SW Tumwater WA 98512 (H) 360.556.3299 (W) 360.357.6972 trent.grantham@scjalliance.com Appointed: 03.01.2011 Reappointed: 03.01.2015, 10.16.2018 Term Expiration: 03.01.2023



City Council

Approval of an Ordinance Amending Olympia Municipal Code Subsection 6.04.060(A) Relating to Animal Cruelty

Agenda Date: 2/13/2023
Agenda Item Number: 4.E
File Number: 23-0140

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

Title

Approval of an Ordinance Amending Olympia Municipal Code Subsection 6.04.060(A) Relating to Animal Cruelty

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading the Ordinance Amending Olympia Municipal Code Subsection 6.04.060(A) Relating to Animal Cruelty.

Report

Issue:

Whether to approve on second reading the Ordinance Amending Olympia Municipal Code Subsection 6.04.060(A) Relating to Animal Cruelty.

Staff Contact:

Mark Barber, City Attorney, 360.753.8338

Presenter(s):

Consent Calendar Item.

Background and Analysis:

Background and Analysis did not change from first to second reading.

Last year, the Joint Animal Services Commission (JASCOM) adopted a 5-year Strategic Plan for 2022-2026. Goal 2 of the Strategic Plan is to: "Expand and improve animal care and programming to support our community's pets and people." Within this goal, the Strategic Plan identifies the following strategy: "Review, identify, and recommend changes to local ordinances that impede or limit live-saving programs and services within Thurston County."

In alignment with this goal, JAS and JASCOM recommend updating language in the Olympia

Municipal Code (OMC) to support the prosecution of animal cruelty. Current language only allows for the prosecution of owners in regard to cruelty and fails to include language for a person who knowingly inflicts unnecessary suffering or pain upon an animal. This language closes that gap.

Climate Analysis:

The issue of animal cruelty has no impact on climate mitigation.

Equity Analysis:

The issue of animal cruelty has no impact on diversity, equity, or inclusion.

Neighborhood/Community Interests (if known):

The community has an inherent interest in the prevention of animal cruelty.

Options:

1. Approve on second reading the Ordinance Amending Olympia Municipal Code Subsection 6.04.060(A) Relating to Animal Cruelty.
2. Approve the ordinance with Council-directed changes on second reading.
3. Do not approve the ordinance. The gap for the prosecution of only animal owners for the crime of animal cruelty will remain.

Financial Impact:

There is no financial impact related to this code amendment.

Attachments:

Ordinance

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING
OLYMPIA MUNICIPAL CODE SUBSECTION 6.04.060(A) RELATING TO ANIMAL
CRUELTY**

WHEREAS, in 2022, Joint Animal Services Commission (JASCOM) adopted a 5-year Strategic Plan for 2022-2026; and

WHEREAS, Goal 2 of the Strategic Plan is to, "Expand and improve animal care and programming to support our community's pets and people;" and

WHEREAS, within Goal 2, the Strategic Plan identifies the following strategy, "Review, identify, and recommend changes to local ordinances that impede or limit live-saving programs and services within Thurston County;" and

WHEREAS, in alignment with Goal 2, JAS and JASCOM recommend updating language in the Olympia Municipal Code (OMC) to support the prosecution of animal cruelty. Current language only allows for the prosecution of owners in regard to cruelty and fails to include language for a person who knowingly inflicts unnecessary suffering or pain upon an animal; and

WHEREAS, the City Council wishes to enhance efforts to successfully prosecute animal cruelty and desires to amend OMC 6.04.060 for this purpose;

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

Section 1. Amendment of OMC 6.04.060(A). Olympia Municipal Code Subsection 6.04.060(A) is hereby amended to read as follows:

6.04.060 Cruelty to animals

No person shall do the following to any animal.

A. Animal Cruelty.

1. ~~An owner~~A person is guilty of animal cruelty if the person knowingly, recklessly, or with criminal negligence inflicts unnecessary suffering or pain upon the animal.
2. ~~An owner of an animal~~A person is guilty of animal cruelty if the ~~owner~~person knowingly, recklessly, or with criminal negligence:
 - a. Fails to provide the animal with necessary food, water, shelter, rest, sanitation, ventilation, space, or medical attention and the animal suffers unnecessary or unjustifiable physical pain as a result of the failure; or
 - b. Abandons the animal.
3. If ~~an owner~~a person commits the crime of animal cruelty by using or trapping to use domestic dogs or cats as bait, prey, or targets for the purpose of training dogs or other animals to track,

fight, or hunt law enforcement officers or animal control officers shall seize and hold the animals being trained. The seized animals shall be disposed of by the court pursuant to provisions of OMC [6.04.100](#).

4. This section shall not in any way interfere with or impair the operation of any provision of Title [28B](#) RCW, relating to higher education or biomedical research.

5. Animal cruelty is a misdemeanor. It shall be an affirmative defense, if established by the defendant by a preponderance of the evidence that the defendant's failure was due to economic distress beyond the defendant's control.

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



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

City Council

Approval of an Ordinance Amending Title 5 of the Olympia Municipal Code by Repealing Chapter 5.11 - Transportation Network Companies

Agenda Date: 2/13/2023
Agenda Item Number: 4.F
File Number: 23-0141

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

Title

Approval of an Ordinance Amending Title 5 of the Olympia Municipal Code by Repealing Chapter 5.11 - Transportation Network Companies

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading an Ordinance Amending Title 5 of the Olympia Municipal Code by Repealing Chapter 5.11 - Transportation Network Companies

Report

Issue:

Whether to approve on second reading an Ordinance Amending Title 5 of the Olympia Municipal Code by Repealing Chapter 5.11 - Transportation Network Companies.

Staff Contact:

Mark Barber, City Attorney, 360.753.8338

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Background and Analysis did not change from first to second reading.

Olympia Municipal Code (OMC) Chapter 5.11 relating to the regulation of transportation network companies (such as Uber and Lyft) was enacted in 2016.

In 2022, the Legislature enacted ESHB 2076, making Washington the first state to require minimum per-trip payments, paid sick leave, and workers' compensation benefits for rideshare drivers, and

also provides that drivers will remain classified as independent contractors - not employees - and expressly forbids local governments from imposing new regulations on transport network companies.

Except for certain exceptions which relate solely to Seattle and King County, the session law provided that “. . . as of the effective date of this section, the state preempts the field of regulating transportation network companies and drivers. *No county, city, town, or other municipal corporation may regulate transportation network companies or drivers, or impose any tax, fee, or other charge, on a transportation network company or driver.*” [Emphasis added.] However, a county, city, town, or other municipal corporation may continue to impose generally applicable business, sales, use, excise, or property taxes.

Since the state has preempted the regulation of transportation network companies and drivers, it is necessary to repeal chapter 5.11 OMC relating to the regulation of transportation network companies.

Climate Analysis:

This issue has no impact on climate mitigation. Repeal of chapter 5.11 OMC is required by state law due to preemption.

Equity Analysis:

This issue has no impact on diversity, equity, and inclusion. Repeal of chapter 5.11 OMC is required by state law due to preemption.

Neighborhood/Community Interests (if known):

There are no known community interests related to this item.

Options:

1. Approve on second reading the Ordinance Amending Title 5 OMC by repealing Chapter 5.11 - Transportation Network Companies
2. Do not approve the ordinance. This will leave the OMC out of compliance with state law.
3. Take other action.

Financial Impact:

Annually the City collects approximately \$2,000 to \$3,000 in transportation network company fees. Any impact due to state preemption will have a negligible impact on City revenues.

Attachments:

Ordinance

Ordinance No. _____

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING TITLE 5
OF THE OLYMPIA MUNICIPAL CODE BY REPEALING CHAPTER 5.11 –
TRANSPORTATION NETWORK COMPANIES**

WHEREAS, Olympia Municipal Code (OMC) Chapter 5.11 relating to the regulation of transportation network companies (such as Uber and Lyft) was enacted by Ordinance No. 7019 on June 14, 2016; and

WHEREAS, in 2022, the Legislature enacted ESHB 2076, which related to the rights and obligations of transportation network company drivers and transportation network companies; and

WHEREAS, the Governor partially vetoed ESHB 2076 on March 31, 2022, as it related to section 16 which would exempt transportation network companies and drivers from the common carrier statutes, with the explanation that more work needed to be done in this sector to focus on consumer protections, and that section 16 adds ambiguity without adequate consumer protections in place. With the exception of section 16 of ESHB 2076, Governor Inslee signed ESHB 2076 on March 31, 2022; and

WHEREAS, ESHB 2076 subsequently became effective as Chapter 281, Laws of the 67th Legislature, 2022 Regular Session with the effective date of June 9, 2022, except for sections 8 through 13, which became effective on January 1, 2023, and sections 17 and 28, which will become effective on March 1, 2023; and

WHEREAS, section 32(1) of Chapter 281, Laws of 2022, except for certain exceptions which relate solely to Seattle and King County, the session law provided that “. . . as of the effective date of this section, the state preempts the field of regulating transportation network companies and drivers. No county, city, town, or other municipal corporation may regulate transportation network companies or drivers, or impose any tax, fee, or other charge, on a transportation network company or driver.” However, a county, city, town, or other municipal corporation may continue to impose generally applicable business, sales, use, excise, or property taxes; and

WHEREAS, since the state has preempted the field of regulation of transportation network companies and drivers, it is incumbent upon the Olympia City Council to enact an ordinance repealing OMC Chapter 5.11 relating to the regulation of transportation network companies;

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

Section 1. Amendment of Title 5 OMC. Title 5 of the Olympia Municipal Code is here by amended by the repeal of Chapter 5.11 – Transportation Network Companies:

**Title 5
BUSINESS TAXES, LICENSES AND REGULATIONS**

Chapters:

- 5.02 Business Licenses**
- 5.04 Business and Occupations Tax**
- 5.05 Administrative Provisions for Certain Taxes**
- 5.10 Occupational Permits**
- 5.11 ~~Transportation Network Companies~~**

<u>5.15</u>	Cable Communications Franchises
<u>5.16</u>	Adult Oriented Businesses
<u>5.17</u>	Community Events
<u>5.18</u>	Farmers Market
<u>5.20</u>	Gambling Activities
<u>5.24</u>	Garage Sales
<u>5.48</u>	Occult Arts
<u>5.50</u>	Pet Shops
<u>5.52</u>	Locksmiths
<u>5.55</u>	Security Alarm Businesses
<u>5.60</u>	Secondhand Dealers
<u>5.64</u>	Solicitors
<u>5.68</u>	For-Hire Vehicles
<u>5.72</u>	Towing Services
<u>5.76</u>	Miscellaneous Businesses
<u>5.80</u>	Unfair Housing Practices
<u>5.82</u>	Rental Housing Code
<u>5.84</u>	Utility Services Tax
<u>5.86</u>	Multi-Family Dwelling Tax Exemptions

Chapter 5.11

TRANSPORTATION NETWORK COMPANIES

5.11.000—Chapter Contents

Sections:

- 5.11.010—Purpose.
- 5.11.020—Definitions.
- 5.11.030—Olympia business license required.
- 5.11.040—TNC license required.
- 5.11.050—TNC driver requirements.
- 5.11.060—TNC requirements.
- 5.11.070—Vehicle inspection and maintenance.
- 5.11.080—Insurance requirements.
- 5.11.090—Registered agent required.
- 5.11.100—Audit.
- 5.11.110—Operational Requirements.
- 5.11.120—Non-Discrimination; Accessibility.
- 5.11.130—Revocation, suspension, or denial of TNC license.
- 5.11.140—Enforcement.
- 5.11.150—Penalty.

5.11.010—Purpose

The purpose of this chapter is to provide for and promote the safety and welfare of the general public and not to create or designate any particular class of persons who will or should be specially protected by its terms. Nothing contained in this chapter is intended, nor shall be construed, to create any liability on the part of the city or its employees for any injury or damage resulting from the failure of the licensee or

driver to comply with the provisions of this chapter, or by the city's or its employees' enforcement or failure to enforce any part of this chapter.

5.11.020—Definitions

For the purpose of this chapter, the following definitions apply:

A.—“Transportation Network Company” or “TNC” means an entity that uses a digital network to connect passengers to TNC drivers who use personal vehicles to transport passengers for compensation between geographical points chosen by the passenger.

B.—“Digital network” means an Internet-enabled platform or application used to connect passengers with TNC drivers.

C.—“TNC driver” means an individual who uses a personal vehicle to provide transportation services arranged through a TNC’s digital network.

D.—“TNC vehicle” means a personal vehicle used by a TNC driver to provide transportation services arranged through a TNC’s digital network.

E.—“Operate a TNC in the City of Olympia” means a TNC uses its digital network to connect a TNC driver to a passenger for a trip originating in the City of Olympia.

F.—“Operate as a TNC driver in the City of Olympia” means a TNC driver accepts a trip request over a TNC’s digital network that originates in the City of Olympia.

G.—“Person” means any natural person of either sex, firms, corporations, partnerships and associations either acting by themselves or by servant, agent or employee. The singular shall include the plural and words referring to a specific gender may be extended to any other gender.

H.—“Director” means the Director of the City of Olympia’s Administrative Services Department.

5.11.030—Olympia business license required

A.—It is a violation of this chapter for any TNC to operate in the City of Olympia without a current and valid City of Olympia business license.

B.—It is a violation of this chapter for any driver, who is an independent contractor affiliated with a TNC, to operate as a TNC driver in the City of Olympia without a current and valid Olympia business license. It is the responsibility of the TNC to communicate this requirement to TNC drivers.

C.—TNC drivers must keep a copy of their business license in their vehicle when logged on and accepting rides from the TNC’s digital network. It is the responsibility of the TNC to communicate this requirement to TNC drivers.

D.—Except as described in subsections B and C, the TNC shall have no obligations as to TNC driver business license requirements.

5.11.040—TNC license required

A.—It is a violation of this chapter for any TNC to operate in the City of Olympia without a current and valid City of Olympia TNC license.

B.—The Director or designee may issue a TNC license provided that the TNC applicant submits an affidavit sworn under penalty of perjury, on a form provided by the City, that to the best of the applicant’s knowledge, formed after a diligent inquiry into the facts, the TNC is in full compliance with this chapter, including, but not limited to, all driver, vehicle, insurance, and operational requirements.

C.—The TNC license shall be effective for one year.

D.—The annual TNC license fee shall be \$1,000 and shall be paid in full at the time of submitting all initial and renewal applications.

5.11.050—TNC driver requirements

A.—TNC drivers shall certify that they have no known physical or mental infirmity which jeopardizes their ability to safely operate as a TNC driver transporting the public.

B.—TNC drivers shall be at least twenty-one (21) years of age.

C.—TNC drivers shall possess a valid Washington State driver's license and shall have been continuously licensed as a driver by the State of Washington and/or another state for at least one (1) year immediately prior to operating as a TNC driver in Olympia. A home state Driver's License with active Military ID or Student ID with proof of full-time enrollment and nonresident status may be an acceptable alternative, subject to review and approval.

D.—TNC drivers shall certify that they have insurance that meets the minimum liability requirements for the State of Washington, including insurance coverage for use of the vehicle for transportation of passenger for hire as required by RCW Chapter 48.177 as enacted or subsequently amended.

E.—TNC drivers shall not have been convicted or found to have committed three or more moving violations during any twelve (12) month period during the three (3) years prior to operating as a TNC driver in Olympia.

F.—TNC drivers shall possess proof of motor vehicle registration and proof of current automobile liability insurance. The TNC shall certify that all drivers have insurance that meets the requirements of this chapter, including insurance coverage for use of the vehicle for transportation of passengers for hire as required by RCW Chapter 48.177 as enacted or subsequently amended.

5.11.060—TNC requirements

A.—The TNC or its agent shall maintain accurate and up-to-date records for all TNC drivers accessing its digital network to provide TNC services in the City of Olympia. Said records shall include the driver's name, age, address, social security number, criminal history, driver's license, motor vehicle registration, vehicle safety inspection records, and proof of at least the minimum automobile liability insurance coverage required by the State of Washington, including insurance for use of the vehicle for transportation of passengers for hire as required by RCW Chapter 48.177 as enacted or subsequently amended.

B.—Prior to permitting a person to act as a TNC driver on its digital network, and annually thereafter, the TNC shall obtain and review a criminal background check report for such person. The criminal background check shall include a search of no less than five (5) years of database history, unless prohibited by law, in which case the duration of the search shall be the maximum number of years permitted by law. The criminal background check shall include local, state, and national criminal history databases and national and state sex offender registries. Any person who is on a sex offender registry or who has a criminal conviction, within the past five (5) years, of crimes involving driving under the influence of alcohol or controlled substances, felony fraud, sexual offenses, felony property damage or theft, acts of violence, acts of terror, reckless driving or negligent driving, or use of a motor vehicle to commit a felony, shall not be permitted to act as a TNC driver on the TNC's digital network. The TNC or its agents shall maintain records of such criminal background checks for a period of two (2) years. For purposes of this section, the term "criminal conviction" includes a "conviction or other disposition adverse to the subject" as defined under RCW 10.97.030, and bail forfeitures.

C.—The TNC shall only permit an individual to act as a TNC driver on its digital network if it finds that the standards set forth in this section are met by such individual. The TNC shall revoke a driver's authority to act as a TNC driver on its digital network if the standards set forth in this section are not met.

5.11.070—Vehicle inspection and maintenance

A.—TNC vehicles operating in the City of Olympia shall be no more than ten (10) years old.

B.—The TNC shall inspect or cause to be inspected annually and every year thereafter, every motor vehicle used by a TNC driver before allowing the driver to use the motor vehicle to provide transportation services.

C.—The inspection required in subsection B must include, without limitation, an inspection of the foot and emergency brakes, steering, windshield, rear window, other glass, windshield wipers, headlights, tail lights, turn indicator lights, braking lights, front seat adjustment mechanism, doors, horn, speedometer, bumpers, steering system, muffler, exhaust, tires, rear view mirrors, and safety belts. The inspection must ensure that all of the components listed are in proper functioning order.

D.—The TNC shall maintain vehicle safety inspection records for a minimum of three (3) years.

5.11.080—Insurance requirements

The TNC shall comply with the automobile liability insurance requirements contained in RCW Chapter 48.177 as enacted or subsequently amended.

5.11.090—Registered agent required

The TNC shall maintain a registered agent for service of process in the State of Washington. The name, telephone number, and physical address of the registered agent shall be submitted to the City of Olympia at the time of license application. The TNC shall notify the City of Olympia in writing of any changes to its registered agent during the term of the license.

5.11.100—Audit

A.—No more than twice per license year, the City may audit the TNC's records to review compliance with this chapter. Each audit shall be limited to records relating to no more than twenty randomly selected TNC drivers operating in the City of Olympia. In the event the audit reveals discrepancies in the records reviewed, the City reserves the right to audit all of the TNC's records related to TNC drivers operating in the City of Olympia.

B.—The audit shall occur at City Hall, 601 4th Avenue E, Olympia, Washington; provided that the City may in its discretion agree to an alternative location.

C.—Notwithstanding the foregoing, the City may require the TNC to produce records at any time to investigate a specific complaint regarding compliance with this chapter.

5.11.110—Operational Requirements

A.—While in service in the City, TNC drivers shall only transport passengers who have arranged transportation through a TNC's digital network and shall not solicit or accept street hails by persons seeking transportation.

B.—While in service in the City, each TNC vehicle shall display removable trade dress or marks which is visible from fifty (50) feet and clearly associates the vehicle with a licensed TNC company.

C.—The TNC's digital network or website shall display for the passenger the first name and photograph of the TNC driver as well as the make, model, and license plate number of the TNC vehicle.

D.—The TNC's digital network or website shall display for the passenger the applicable rates being charged and the option to receive an estimated fare before the passenger enters the TNC vehicle.

E.—The TNC shall implement a zero tolerance policy on the use of drugs or alcohol applicable to any TNC driver on its digital network. The TNC shall provide notice of the zero tolerance policy on its website, as well as the procedures to report a complaint about a TNC driver with whom the passenger was

~~matched and for whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride. The TNC shall immediately suspend a driver upon receipt of a passenger complaint alleging a violation of the zero tolerance policy. The suspension shall last the duration of the investigation.~~

5.11.120—Non-Discrimination; Accessibility

~~A.— The TNC shall adopt a policy of non-discrimination on the basis of destination, race, color, national origin, religious belief or affiliation, sex, disability, age, sexual orientation, or gender identity with respect to riders and potential riders and notify TNC drivers of such policy~~

~~B.— TNC drivers shall comply with all applicable laws regarding non-discrimination against riders or potential riders on the basis of destination, race, color, national origin, religious belief or affiliation, sex, disability, age, sexual orientation, or gender identity.~~

~~C.— TNC Drivers shall comply with all applicable laws relating to accommodation of service animals.~~

~~D.— A TNC shall not impose additional charges for providing services to persons with physical disabilities because of those disabilities.~~

5.11.130—Revocation, suspension, or denial of TNC license

~~A.— A TNC license may be revoked, suspended, or denied by the Director for any of the following reasons:~~

- ~~1.— Failure to meet or maintain any of the requirements or qualifications set forth in this chapter for obtaining a TNC license.~~
- ~~2.— A materially false statement contained in the application for the license.~~
- ~~3.— Any violation of this chapter.~~

~~B.— Prior to any revocation, suspension or denial of any TNC license, the City shall inform the TNC of their right to a hearing thereon. Such hearing, if requested, shall be conducted before the City prior to the implementation of any revocation, suspension or denial.~~

5.11.140—Enforcement

~~The Director shall have the administrative authority to implement and enforce this ordinance. The Director may adopt rules and regulations for its administration, not inconsistent with this chapter. This provision shall not be construed to abrogate or limit the jurisdiction of the Olympia Police Department to enforce any provisions of this chapter or of any other city ordinance relating to motor vehicles or the operation of taxicabs or TNC vehicles.~~

5.11.150—Penalty

~~A.— In addition to all other provisions and standards of this ordinance, the acts or omissions set forth in this section are prohibited. Any TNC or TNC driver who shall fail to comply with any provision or standard of this ordinance shall be in violation of this ordinance. A TNC may be held responsible for violations by TNC drivers if the TNC is provided notice of the violation and fails to cure it within a reasonable period. Any special license granted to a TNC may be suspended or revoked by the Director or designee for such violation.~~

~~B.— Submitting a materially false affidavit or attestation. Any TNC submitting a materially false affidavit as provided for under OMC 5.11.040 shall be deemed to have committed a misdemeanor, and if found guilty, shall be subject to a fine not to exceed One Thousand Dollars (\$1,000), and/or to imprisonment not to exceed ninety (90) days or to both such fine and imprisonment. Each day shall be a separate offense. In the event of a continuing violation or failure to comply, the second and subsequent days shall constitute a gross misdemeanor punishable by a fine not to exceed Five Thousand Dollars (\$5,000)~~

~~and/or imprisonment not to exceed three hundred and sixty four (364) days or both such fine and imprisonment. Continuing violation shall mean the same type of violation which is committed within a year of the initial violation.~~

~~C.— Operating without a TNC license. Any TNC affiliating with a driver who is picking up a passenger in the City of Olympia without having first obtained a TNC license shall be subject to a civil infraction as provided in OMC Chapter 4.50 and the penalties in OMC 4.50.060.~~

~~D.— While in service, any TNC driver picking up a passenger in the City of Olympia without having a current contract with a special licensed TNC shall be subject to a civil infraction as provided in OMC Chapter 4.50 and the penalties in OMC 4.50.060.~~

~~E.— Any independent contractor TNC driver who picks up a passenger in the City of Olympia and who has not obtained a business license under OMC 5.02.005 or determination of exemption under OMC 5.02.040 shall be subject to penalties as stated in OMC 5.02.070.~~

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Public Hearing on the Program Year 2022 Community Development Block Grant Annual Action Plan Second Substantial Amendment

Agenda Date: 2/13/2023
Agenda Item Number: 5.A
File Number: 23-0152

Type: public hearing **Version:** 1 **Status:** Public Hearing

Title

Public Hearing on the Program Year 2022 Community Development Block Grant Annual Action Plan Second Substantial Amendment

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Hold a public hearing for a proposal to amend the Program Year 2022 (PY22) Community Development Block Grant (CDBG) Annual Action Plan (AAP) to reallocate existing CDBG funding to three new activities.

Report

Issue:

Whether to hold a public hearing for a proposal to amend the Program Year 2022 (PY22) Community Development Block Grant (CDBG) Annual Action Plan (AAP) to reallocate existing CDBG funding to three new activities.

Staff Contact:

Anastasia Everett, CDBG Program Specialist, 360.233.6197

Presenter(s):

Anastasia Everett, CDBG Program Specialist

Background and Analysis:

Staff recommend a second Substantial Amendment to the current PY 22 (9/1/22 - 8/31/23) CDBG AAP to allocate unspent prior Program Year (PY) CDBG funding.

The City proposes a total of \$150,000 of unallocated PY 17, PY19, PY20 and PY21 federal funds to be allocated towards one new home rehabilitation activity. Activity will support rehabilitation, electrification and energy efficiency improvements to approximately 10 properties owned by Homes First. Homes First provides affordable housing for tenants at or below 50% of area median income

(AMI). City of Olympia CDBG funds can only be used on improvements to properties within the City of Olympia. The Homes First properties receiving these improvements will be within City limits.

The City also proposes \$40,000 of CDBG-CV2 (Commerce) funding to be directed to two new public service activities, both supporting resources and services for community members experiencing homelessness. Subrecipients are OlyMAP and SideWalk. The public service activity carried out by the subrecipient SideWalk will be used to provide homeless advocacy, diversion assistance, ride home or peer support for under-served homeless adults in Olympia. The public service activity carried out by the subrecipient OlyMAP will provide case management, individual services and site support at New Hope tiny home village and Nickerson encampment.

The City of Olympia received a direct allocation from HUD of approximately \$600,000 (CDBG-CV 1 and 3) in 2020 to prepare, prevent, and respond to the COVID-19 pandemic. There is a timeliness test for the CDBG-CV funds, in which HUD requires 80% of CDBG-CV funding to be expended within three years. On the January 30, 2023 HUD response to the City's CAPER submittal, HUD noted that the City has spent 96.33% of its CDBG-CV funding, which meets the 80 percent expenditure requirements.

In 2022, the City applied for and received additional CDBG-CV funding from the Department of Commerce (CDBG-CV 2). The funding awarded supports the City's Homeless Response Coordinator position, Familiar Faces expansion campaign and is funding both proposed public service activities. CDBG-CV funding does not have the ceiling for the 15% public service cap. Due to the CDBG-CV 2 award, the City is able to triple its public service activities during PY 22.

Climate Analysis:

The proposed home rehabilitation projects are expected to result in long-term reduction of greenhouse gas emissions in Olympia. Homes First will use the funding to shift their rental properties from fossil fuels to high-efficiency electric air- or ground-source heat pumps, heat pump water heaters, induction stoves, heat pump dryers, and solar. The funding will also cover building envelope improvements, such as replacing windows and roofs. The energy savings are anticipated to benefit the tenants of Homes First significantly. In Olympia, 23 of the 35 households in homes owned by Homes First pay for their own electricity. The energy upgrades are anticipated to reduce greenhouse gas emissions in the City.

The two proposed public service activities are not expected to have an impact on greenhouse gas emissions. Activities for the public services include case management services, diversion assistance, ride home and peer support for under-served homeless adults in the City of Olympia.

Equity Analysis:

The groups that are expected to benefit from the three proposed activities are low-income tenants in the City of Olympia and residents in our community experiencing homelessness. Demographic information for all individuals receiving CDBG funding must be reported to HUD, including gender/race/ethnicity data. The project impacts known disparities in our communities by directly funding homelessness services for some of the most marginalized community members among us. Homes First tenants are at or below 50% area AMI, and the electrification of the Homes First properties are expected to significantly decrease the electricity costs paid by tenants at Homes First properties.

Neighborhood/Community Interests (if known):

CDBG funding is used to support Olympia residents at or below 80% area AMI.

Options:

1. Hold the Public Hearing and provide staff with feedback and direction for City Council's approval of the CDBG Program Year 2022 Substantial Amendment on March 7.
2. Hold the Public Hearing and provide staff with feedback and direction for consideration of a modified Substantial Amendment.
3. Hold the Public Hearing and take no further action on the Substantial Amendment.

Financial Impact:

The City has a total of \$163,737 in prior program year entitlement funds available to allocate to activities. This is due to a large amount of Program Income received in the past five years and activity repayments to HUD. Program Income must be disbursed for eligible activities before the City can request entitlement funds from the U.S. Treasury: 24 CFR 570.504(b)(2)(ii) - Substantially all other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury.

Program income receipted in PY 21 totaled \$102,175.09 (not including program income directed to the Revolving Loan Fund). The City must expend approximately \$500,000 of CDBG funding by the City's timeliness test administered by HUD on July 3, 2023. These new activities will assist the City in meeting its timeliness requirements.

The City received approximately \$600,000 of CDBG-CV 1/3 funding from HUD to prevent, prepare and respond to COVID-19. As of January 30, 2023 over 96% of this funding has been expended. The City has secured additional CDBG-CV 2 funding from the Department of Commerce. \$40,000 of the funding secured is proposed towards the new public service activities to provide services to some of Olympia's most marginalized residents.

Attachments:

Draft PY22 Second Substantial Amendment

CITY OF OLYMPIA
Community Development Block Grant
(CDBG) Program



2nd Proposed Substantial Amendment
Program Year 2022

PROPOSED SUBSTANTIAL AMENDMENT – OLYMPIA CDBG PROGRAM YEAR 2022

Overview: Staff recommend a *Substantial Amendment* to the current Program Year 2022 (PY 22) (9/1/22 – 8/31/23) CDBG Annual Action Plan to **allocate unspent prior Program Year (PY) CDBG funding**. The City proposes a total of \$150,000 of unallocated PY 17, PY19, PY20 and PY21 federal funds to be allocated towards one new home rehabilitation activity. Activity will support rehabilitation and energy efficiency improvements to approximately 10 properties owned by Homes First. Homes First provides affordable housing for tenants at or below 50% area AMI. The City also proposes \$40,000 of CDBG-CV2 (Commerce) funding to be directed to two new public service activities, both public service activities are to support resources and services for community members experiencing homelessness. Subrecipients are OlyMAP and SideWalk.

The City has a total of \$163,737 in prior program year entitlement funds available to allocate to activities. This is due to a large amount of Program Income received in the past five years and activity repayments to HUD. Program Income must be disbursed for eligible activities before the City can request entitlement funds from the U.S. Treasury: *24 CFR 570.504(b)(2)(ii) – Substantially all other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury*. Program income receipted in PY 21 totaled \$102,175.09 (not including program income directed to the Revolving Loan Fund).

Project: Homes First Rehabilitation – Funds are proposed to create and support a new activity carried out by the subrecipient **Homes First**. Homes First plans to leverage CDBG funding to receive Commerce Building Electrification funds of \$1,000,000. CDBG funds will go towards electrifying their rental properties in the City of Olympia. Homes First owns and manages 21 rental properties in Olympia, all tenants have a household income of less than 50% area AMI. Examples of electrifying and energy efficiency improvements include solar panel installation, window installation, heat pump installation, water heater installation, and new roofs.

Funding being allocated: \$150,000

CDBG Eligibility: 24 CFR 570.202(b)(4) – IDIS Matrix code: 14F Energy Efficiency Improvements

Project: OlyMAP – Funds will provide expanded case management and site support services for OlyMAP staff to support under-served homeless adults. OlyMAP currently provides limited outreach-based case management and site support services for the New Hope Village and Nickerson camp communities, including supported self-governance services. Services will be expanded in both sites.

Funding being allocated (Commerce CV-2): \$20,000.

Project: SideWalk – Funds will provide homeless advocacy, diversion assistance, ride home or peer support for under-served homeless adults in the City of Olympia.

Funding being allocated (Commerce CV-2): \$20,000.

CDBG Eligibility: 24 CFR 570.201(e) – IDIS Matrix code: 03T Homeless/AIDS Patients Programs

Proposed Substantial Amendment: This proposed Substantial Amendment must go through our “**CDBG Citizen Participation Plan**” with 30 days for public comment. This public process can run concurrent to the Program Year 2021 Annual Action Plan public process. This meets the definition of a Significant Amendment to the Annual Action Plan because of the following:

- A change in allocation priorities, which is considered a change of federal funds awarded to a project of greater than 30 percent or \$30,000, whichever is greater;
- A major change in the scope of an activity;
- The addition or deletion of a specific activity;
- A change in the beneficiaries of an activities; or

DRAFT AMENDMENT OF PROGRAM YEAR 2022 CDBG ANNUAL ACTION PLAN

Highlighted in yellow is the proposed amendment to the Olympia PY 22 Plan, to be funded by re-allocated funds from prior CDBG years:

Recipient	Project	HUD Goal(s)	HUD Objectives	Proposed Funding
Homes First	Electrifying Homes First rental properties	Energy Efficiency Rehabilitation	LMH – Low/Moderate Income Housing	\$150,000
City of Olympia	Downtown Ambassadors	Public Services	LMC – Low/Moderate Income Limited Clientele	\$53,000
South Puget Sound Habitat for Humanity	Heat Pump Weatherization Improvements	Homeowner rehabilitation	LMH – Low/Moderate Income Housing	\$75,000
Olympia Community Solar	Housing	Energy Efficiency Rehabilitation	LMH – Low/Moderate Income Housing	\$63,813
Rebuilding Together Thurston County	Critical Home Repair	Homeowner rehabilitation	LMH – Low/Moderate Income Housing	\$25,000

South Puget Sound Habitat for Humanity	Housing	Critical Home Repair Administration	LMH – Low/Moderate Income Housing	\$50,000
Community Youth Services	ADA-Accessible Elevator Installation at Behavioral Health Facility	Public Facilities Improvement	LMC – Low/Moderate Limited Clientele	\$120,000
City of Olympia	Program Administration	N/A	N/A	\$74,374
		PY 2022	ALLOCATIONS	\$611,187

Table does not include Commerce (CV-2) funding, and only reflects Olympia's PY 2022 HUD Entitlement funds

PUBLIC COMMENT

The 30-Day public comment period runs from **January 27, 2023 – February 27, 2023**, offering the following options:

- **Written comments:** Olympia City Council, 601 4th Ave E, Olympia, WA 98501 ATTN: CDBG
- **Emails:** cdbg@ci.olympia.wa.us,
- **Phone calls:** 360.233.6197
- **Public hearing:** February 13th, 2023 at 6:00 p.m. at City Council
- **Council Approval:** February 28th, 2023 6:00 p.m. at City Council

For more information:

Anastasia Everett Community Development Block Grant Program Specialist
aeveryett@ci.olympia.wa.us | 360.233.6197

