

# City of Redmond



## Agenda

### Business Meeting

**Tuesday, December 5, 2023**

**7:00 PM**

**City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplify Ch. 34,  
Facebook (@CityofRedmond), Redmond.gov/rctvlive, or 510-335-7371**

## City Council

*Mayor*

*Angela Birney*

*Councilmembers*

*Jessica Forsythe, President*

*Vanessa Kritzer, Vice President*

*Jeralene Anderson*

*David Carson*

*Steve Fields*

*Varisha Khan*

*Melissa Stuart*

## REDMOND CITY COUNCIL

### AGENDA SECTION TITLE REFERENCE GUIDE

**Items From The Audience** provides an opportunity for community members to address the Council regarding any issue. Speakers must sign their intention to speak on a sheet located at the entrance of the Council Chamber, and limit comments to **three minutes**.

The **Consent Agenda** consists of routine items for which a staff recommendation has been prepared, and which do not require further Council discussion. A council member may ask questions about an item before the vote is taken, or request that an item be removed from the Consent Agenda and placed on the regular agenda for more detailed discussion. A single vote is taken to approve all items remaining on the Consent Agenda.

**Public Hearings** are held to receive public comment on important issues and/or issues requiring a public hearing by state statute. Community members wishing to comment will follow the same procedure as for 'Items from the Audience', and may speak after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment. The Council then proceeds with its deliberation and decision making.

**Staff Reports** are presented to the Council by city staff on issues of interest to the Council which do not require Council action.

The **Ombudsperson Report** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting community members in resolving issues with city services. The current ombudsperson is listed on the City Council webpage at [www.redmond.gov/189/city-council](http://www.redmond.gov/189/city-council).

The **Council Committees** are created to advise the Council as a whole. They consider, review, and make recommendations to the Council on policy matters in their work programs, as well as issues referred to them by the Council.

**Unfinished Business** consists of business or subjects returning to the Council for additional discussion or resolution.

**New Business** consists of subjects which have not previously been considered by Council and which may require discussion and action.

**Ordinances** are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after they are published in the City's official newspaper.

**Resolutions** are adopted to express Council policy or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

**Quasi-Judicial** proceedings are either closed record hearings (each side receiving ten minutes maximum to speak) or public hearings (each speaker allotted three minutes each to speak). Proceedings are those in which the City Council determines the rights or privileges of specific parties (Council Rules of Procedure, Section IV., J).

**Executive Sessions** - all regular and special meetings of the City Council are open to the public except for executive sessions at which subjects such as national security, property acquisition, contract bid negotiations, personnel issues and litigation are discussed.

**Redmond City Council Agendas, Meeting Videos, and Minutes are available on the City's Web Site:**

<https://redmond.legistar.com/>

**FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED:**

Please contact the City Clerk's office at (425) 556-2194 one week in advance of the meeting.

*Meetings can be attended in person, viewed live on RCTV (redmond.gov/rctlive), Comcast Channel 21/321, Ziply Channel 34, Facebook/YouTube (@CityofRedmond), or listen live at 510-335-7371*

## **AGENDA**

### **ROLL CALL**

#### **I. SPECIAL ORDERS OF THE DAY**

- A. Recognition of Outgoing Council Members and City Attorney for their Service to the Redmond Community
- B. Redmond Elected Officials Swearing-in Ceremony

*RECESS: Following Special Orders of the Day, the Council will take a 30 minute recess prior to Items from the Audience*

#### **II. ITEMS FROM THE AUDIENCE**

*Members of the public may address the City Council, on any topic, for a maximum of three minutes per person. Please use the speaker sign up sheet located at the entry of the City Hall Council Chambers provided 30 minutes prior to the meeting, up to the start of the meeting.*

*In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting for the remote comment registration form.*

*Written comment may be emailed to cityclerk@redmond.gov by 2 pm on the day of the meeting (400 word limit - please label your comment as "Items from the Audience"). Comments will be distributed to the City Council and entered into the record. Comments will not be read during the meeting.*

#### **III. CONSENT AGENDA**

##### **A. Consent Agenda**

- 1. Approval of the Minutes: November 21, 2023, Special and Regular Meetings (recordings are available at Redmond.gov/rctv)

[Special Meeting Minutes for November 21, 2023](#)

[Regular Meeting Minutes for November 21, 2023](#)

- 2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Check Approval Register, November 22, 2023](#)

[Check Approval Register, December 5, 2023](#)

3. [AM No. 23-176](#) Acceptance of the 2023-2025 Stormwater Capacity Grant

*Department: Public Works*

[Attachment A: 2023-2025 Stormwater Capacity Grant](#)

**Legislative History**

9/5/23      Committee of the Whole -      referred to the City Council  
Planning and Public Works

4. [AM No. 23-177](#) Approve Final Contract with Klinge & Associates in the amount of \$1,990,195 and Accept Construction for the Redmond Pool Renovations Phase 2 Project

*Department: Public Works*

[Attachment A: Vicinity Map](#)

[Attachment B: Additional Project Information](#)

[Attachment C: Project Pictures](#)

5. [AM No. 23-178](#) Approval of the 2024 Rate Amendment to the 2022 South Correctional Entity (SCORE) Interlocal Agreement for Inmate Housing

*Department: Police*

[Attachment A: SCORE Jail Services Brochure](#)

[Attachment B: 2024 Rates and Housing Agreement  
Amendment](#)

[Attachment C: 2024 Rate Increase Letter to Chief Lowe](#)

**Legislative History**

11/21/23      Committee of the Whole -      referred to the City Council  
Public Safety and Human  
Services

6. [AM No. 23-179](#) Approval of the Department of Justice Patrick Leahy Bullet Proof Vest Partnership Grant in the Amount of \$6,840

*Department: Police*

**Legislative History**



11/21/23 Committee of the Whole - referred to the City Council  
Public Safety and Human  
Services

7. [AM No. 23-180](#) Approval of the Health through Housing Operational Agreement between the City of Redmond and King County

*Department: Planning and Community Development*

[Attachment A: Operational Agreement](#)

Legislative History

11/14/23 Committee of the Whole - referred to the City Council Special  
Finance, Administration, Meeting  
and Communications

11/21/23 City Council referred to the City Council

8. [AM No. 23-181](#) Approval of the 2024 Pay Plan Updates
- a. Ordinance No. 3138: An Ordinance of the City of Redmond, Washington, Amending Pay Plans “A” and “AF-S,” in Order to Set Salaries for Employees Covered by the AFSCME Bargaining Unit for the Year 2024; Providing for Severability and Establishing an Effective Date
  - b. Ordinance No. 3139: An Ordinance of the City of Redmond, Washington Amending Pay Plans “R” and “RS”, in Order to Set Salaries for Employees Covered by the RCHEA Bargaining Unit for the Year 2024; Providing for Severability and Establishing an Effective Date
  - c. Ordinance No. 3140: An Ordinance of the City of Redmond, Washington, Amending Pay Plan “E” for the Year 2024; Providing for Severability and Establishing an Effective Date
  - d. Ordinance No. 3141: An Ordinance of the City of Redmond, Washington, Amending Pay Plans “N” and “N-S,” in Order to Set Salaries for the Non-Represented Employees for the Year 2024; Providing for Severability and Establishing an Effective Date
  - e. Ordinance No. 3142: An Ordinance of the City of

Redmond, Washington, Amending Pay Plan “G-S” in Order to Set Salaries for the General Supplemental Employees for the Year 2024; Providing for Severability and Establishing an Effective Date

f. Ordinance No. 3143: An Ordinance of the City of Redmond, Washington, Amending the 2024 “P” Pay Plan for Employees Covered by the Teamsters Local Union No. 117 Representing Law Enforcement Officers

g. Ordinance No. 3144: An Ordinance of the City of Redmond, Washington Amending the 2024 “T” Pay Plan for Employees Represented by the Teamsters Local No. 117 Representing Police Lieutenants

h. Ordinance No. 3145: An Ordinance of the City of Redmond, Washington, Amending Pay Plans “PS” and “S-PS,” In Order to Set Salaries for Employees Covered by the Teamsters Local Union No. 117 Bargaining Unit for The Year 2024; Providing for Severability and Establishing an Effective Date

i. Ordinance No. 3146: An Ordinance of the City of Redmond, Washington, Amending Pay Plan “FS” in Order to Set Salaries for Employees Covered by the Fire Support Bargaining Unit for the Year 2024; Providing for Severability and Establishing an Effective Date

j. Resolution No. 1580: A Resolution of the City Council of the City of Redmond, Washington Amending Section 3.130 of the Redmond Personnel Manual Excluding the Deputy Fire Director from the List of At-Will Status Classifications

*Department: Human Resources*

[Attachment A: Ordinance for 2024 AFSCME Pay Plans](#)  
[Exhibit 1- 2024 A AFSCME Pay Plan](#)  
[Exhibit 2 - 2024 AF-S AFSCME Supp Pay Plan](#)  
[Attachment B: Ordinance for 2024 RCHEA](#)  
[Exhibit 1 - 2024 R RCHEA Pay Plan](#)  
[Exhibit 2 - 2024 RS RCHEA Pay Plan Supplemental](#)  
[Attachment C: Ordinance for 2024 Executive Pay Plan](#)  
[Exhibit 1 - 2024 E Executive Pay Plan](#)  
[Attachment D: Ordinance for 2024 Non-Represented Pay Plans](#)  
[Exhibit 1 - 2024 N NonRepresented Pay Plan](#)  
[Exhibit 2 - 2024 N-S NonRepresented Supp Pay Plan](#)  
[Attachment E: Ordinance for 2024 General Supplemental Pay Plan](#)  
[Exhibit 1 - 2024 G-S General Supplemental](#)  
[Attachment F: Ordinance for 2024 Teamsters LEOs Pay Plan](#)  
[Exhibit 1 - 2024 Teamsters Police Pay Plan](#)  
[Attachment G: Ordinance for 2024 Teamsters Lieutenants Pay Plan](#)  
[Exhibit 1 - 2024 Teamsters Lieutenants Pay Plan](#)  
[Attachment H: Ordinance for 2024 Police Support Pay Plans](#)  
[Exhibit 1 - 2024PS - Police Support](#)  
[Exhibit 2 - 2024S-PS - Police Support Supp](#)  
[Attachment I: Ordinance for 2024 Fire Support Pay Plan](#)  
[Attachment J: Resolution Exempting Deputy Fire Director from At-Will Status](#)

**Legislative History**

11/14/23      Committee of the Whole -      referred to the City Council  
 Finance, Administration,  
 and Communications

9. [\*\*AM No. 23-182\*\*](#)      Approval of the One-Year 2024 Collective Bargaining Agreement for the Redmond Fire Fighters Union #2829, I.A.F.F.

a. Ordinance No. 3147: An Ordinance of the City of Redmond, Washington Amending the 2024 F Pay Plan for Employees Covered by the International Association of Fire Fighters No. 2829 Union Representing the

Represented Uniformed Employees in the Fire  
Department

*Department: Human Resources*

[Attachment A: Redline of 2024 Fire Collective Bargaining Agreement](#)

[Attachment B: Summary of Changes](#)

[Attachment C: Ordinance Setting the 2024 Pay and Pay Plan for Fire Employees](#)

[Exhibit 1: 2024 Pay Plan “F” – Fire - 01/01/2024](#)

[Exhibit 2: 2024 Pay Plan “F” – Fire - 07/01/2024](#)

**B. Items Removed from the Consent Agenda**

**IV. HEARINGS AND REPORTS**

**A. Public Hearings**

**B. Reports**

**1. Staff Reports**

**2. Ombudsperson Report**

*November: Anderson*

*December: Stuart*

**3. Committee Reports**

**V. UNFINISHED BUSINESS**

**VI. NEW BUSINESS**

**VII. EXECUTIVE SESSION**

**VIII. ADJOURNMENT**

*Meeting videos are usually posted by 12 p.m. the day following the meeting at [redmond.legistar.com](http://redmond.legistar.com), and can be viewed anytime on Facebook/YouTube (@CityofRedmond) and OnDemand at [redmond.gov/OnDemand](http://redmond.gov/OnDemand)*



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

---

**Date:** 12/5/2023  
**Meeting of:** City Council  
Day

**File No.** SPC 23-090  
**Type:** Special Orders of the

---

Recognition of Outgoing Council Members and City Attorney for their Service to the Redmond Community



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

---

**Date:** 12/5/2023  
**Meeting of:** City Council  
Day

**File No.** SPC 23-089  
**Type:** Special Orders of the

---

Redmond Elected Officials Swearing-in Ceremony



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

---

**Date:** 12/5/2023  
**Meeting of:** City Council

**File No.** SPC 23-087  
**Type:** Minutes

---

Approval of the Minutes: November 21, 2023, Special and Regular Meetings (recordings are available at [Redmond.gov/rctv](http://Redmond.gov/rctv))

**CALL TO ORDER**

A Special Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 6 p.m. The meeting was held in the Redmond City Hall Council Chambers.

**ROLL CALL AND ESTABLISHMENT OF A QUORUM**

Councilmembers present and establishing a quorum were: Anderson, Carson, Fields, Forsythe, Kritzer and Stuart.

Councilmember Khan was absent.

**CANDIDATE INTERVIEWS**

The purpose of the special meeting was to discuss the Health through Housing Operational Agreement and Timeline.

Carol Helland, Director of Planning and Community Development, introduced this item and overviewed the agenda. Representatives from King County and the Salvation Army were in attendance and provided a presentation to the Members of the Council.

Discussion ensued regarding: conversion work; application and referral criteria; lease agreements; meal services; support services; additional room usage; timeline; revenue source; operating agreement; and construction process.

**ADJOURNMENT**

There being no further business to come before the Council the special meeting adjourned at 6:57 p.m.

---

ANGELA BIRNEY, MAYOR

---

CITY CLERK

*Minutes Approved: December 5, 2023*



**CALL TO ORDER**

A Special Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7 p.m. The meeting was held in the Redmond City Hall Council Chambers.

**ROLL CALL AND ESTABLISHMENT OF A QUORUM**

Present: Councilmembers Anderson, Carson, Fields, Forsythe, Khan, Kritzer and Stuart

Absent: None

**SPECIAL ORDERS OF THE DAY: NONE**

**ITEMS FROM THE AUDIENCE**

Mayor Birney opened Items from the Audience at this time. The following persons spoke:

- Alex Tsimerman - politics, elections and providing public comment;
- David Morton - investing in education for innovation, being climate friendly and inclusivity;
- Ari Hoffman - children and families kidnapped by Hamas; and
- Ronald Richards - need to issue a statement regarding the callous act of tearing down pictures of kidnapped people.

**CONSENT AGENDA**

MOTION: Councilmember Forsythe moved to approve the Consent Agenda. The motion was seconded by Councilmember Kritzer.

VOTE: The motion to approve the Consent Agenda passed without objection. (7 - 0)

1. Approval of the Minutes: November 6, 2023, Special Meeting
2. Approval of Payroll/Direct Deposit and Claims Checks

#187995 through #188008  
#157021 through #157755  
#1640 through #1644

\$3,973,930.87

CLAIMS CHECKS:

#1988 through #2224

\$4,489,155.26

3. AM No. 23-166: Approval of the Memorandum of Understanding for 2023-2024 King County Re+ City Grant Funds between City of Redmond, City of Bothell, City of Bellevue, and City of Kirkland
4. AM No. 23-167: Approval of 2023-2025 Waste Management Local Solid Waste Financial Assistance Agreement (LSWFA) between the State of Washington Department of Ecology and the City of Redmond
5. AM No. 23-168: Approval of a Consultant Agreement with Marcum, LLP, in an Amount Not to Exceed \$95,000, for the Development Services Process Improvement Effort
6. AM No. 23-169: Approval of the 2023-2025 Washington State Department of Transportation (WSDOT) Transportation Demand Management (TDM) and Commute Trip Reduction (CTR) Implementation Agreement
7. AM No. 23-170: Approval of an Agreement with AVI-SPL, for an Additional Amount of \$150,551, for Meeting Room Audio/Video Equipment Replacement
8. AM No. 23-171: Approval of Development Services User Fees and Parks User Fees effective from 2024
  - a. Resolution No. 1577: A Resolution of the City Council of the City of Redmond, Washington, Amending the User Fee Schedule for Development Services User Fees for Fire, Planning and Building, Public Works, Water/Wastewater and Stormwater Effective February 1, 2024
  - b. Resolution No. 1578: A Resolution of the City Council of the City of Redmond, Washington, Amending the Parks and Recreation Department User Fee Schedule Adopted by Resolution No. 1072 and Previously Amended by Resolution Nos. 1140, 1181, 1201, 1267, 1392, and 1458, Effective January 1, 2024

9. AM No. 23-172: Ordinance Establishing the 2024 Property Tax Levy for General Operations
  - a. Ordinance No. 3134: An Ordinance of the City of Redmond, Washington, Levying Property Taxes for the City of Redmond for the Fiscal Year Commencing January 1, 2024, on all Property, Both Real and Personal, in Said City Which is Subject to Taxation for the Purpose of Paying Sufficient Revenue to Carry on General Operations, Recognize Voter Approved Levy Lid Lifts for Public Safety and Parks for the Ensuing Year as Required by Law
10. AM No. 23-173: Approve Adoption of Transportation Benefit District (TBD) - Staffing Authorization and Budget Adjustment
  - a. Ordinance No. 3135: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance No. 3110, 3129, and 3130 by Making Adjustments to the City's 2023-2024 Biennial Budget, in Exhibit 1
11. AM No. 23-174: Approval of an Ordinance for Development Impact Fees - 2024 Annual Indexing
  - a. Ordinance No. 3136: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code Chapter 3.10, Subsection 3.10.080(B), Fire Impact Fees Schedule, Subsection 3.10.080(C), Park Impact Fees Schedule, Subsection 3.10.080(D), School Impact Fees, And Subsection 3.10.100(C), Transportation Impact Fee Schedule; Providing for Severability; and Establishing an Effective Date

Mayor Birney read the resolution and ordinance titles into the record.

**ITEMS REMOVED FROM THE CONSENT AGENDA: NONE**

#### **HEARINGS AND REPORTS**

Public Hearing:

Public Hearing

1. AM No. 23-175: Redmond Flex Master Plan, Development Agreement, and Site Plan Entitlement: Type V Quasi-Judicial
  - a. Ordinance No. 3137: An Ordinance of the City of Redmond, Washington, Adopting the Technical Committee's Recommendation to Approve the Redmond Flex Master Planned Development, Site Plan Entitlement, and Development Agreement (LAND-2021-00474 & LAND-2021-00475), and Establishing an Effective Date
  - b. Resolution No. 1579: A Resolution of the City Council of the City of Redmond, Washington, Approving a Development Agreement for Property Owned by Redmond WA 188, LLC Located on Parcel No. 128630-0012

City Attorney, Jim Haney, spoke to the Council regarding the quasi-judicial nature of this item and to go on record regarding the appearance of fairness doctrine.

Carol Helland, Director of Planning and Community Development, introduced the public hearing. Tim McHarg, Principal Planner, gave an overview of the project:

- Southeast Redmond;
- Transition area from warehouse, commercial, and residential;
- Split zoned;
- Site plan;
- Buffer landscaping;
- Open space and plaza;
- Community outreach and involvement;
- Mailed notices and large sign on property;
- Comprehensive Plan policies; and
- Technical Committee findings and recommendations.

Mayor Birney opened the Public Hearing at this time. The following persons spoke:

- Sam Blattner, Developer/Applicant
  - Flex developments:
    - adaptive design;
    - loading access;
    - location;

- cost and business efficiency;
  - space functionality;
  - Redmond has the second largest amount of STEM jobs in the Puget Sound area;
  - Issues with finding space;
  - Clean up of the site; and
  - Uses of the property.
- David Morton - built on the critical aquifer recharge area; currently not known what threats will be to the aquifer; concern with tenants and the possibility of toxic or hazardous materials; use of pollution protection; lack of information regarding the tenants; cannot adequately assess risk; ensure protection of drinking water supply; valid concerns regarding public health and the environment.

With no one else wishing to speak, the public hearing closed.

Staff responded to the concerns spoke about during the public hearing, stating that compliance is required during various permitting processes; requires cleanup; and mitigating risks through code regulations.

MOTION: Councilmember Forsythe moved to approve. The motion was seconded by Councilmember Carson.

VOTE: The motion to approve passed without objection. (7 - 0)

Staff Reports: None

Ombudsperson Reports:

Councilmember Anderson reported receiving resident contacts regarding: Health Through Housing at Silver Cloud Inn; event at USC; gun range noise; RCTV screen quality; traffic safety; streetlights for traffic safety in Rose Hill and SR 202; not cutting down a tree; historic evergreen tree at Motley Zoo property; historic bent bow trees near Redmond elementary; meeting for the 172<sup>nd</sup> avenue gate project; parking access for small businesses near Anderson Park; and Redmond Town Center open space agreement.

Councilmember Carson reported receiving a resident contact regarding: a voicemail that was forwarded to the Police Department.

Councilmember Fields spoke regarding tree impacts from a development and Carol Helland, Director of Planning and Community Development, responded to the inquiry.

Councilmember Stuart spoke regarding attending the 172<sup>nd</sup> gate meeting and the inclusive design meeting; legislative session; business hours; small businesses, CERT courses; challenges with the Overlake shopping center; and Redmond Lights is coming up.

Councilmember Forsythe reported receiving resident contacts regarding: Jewish community at Microsoft; regional housing forum; and CERT class schedule.

Councilmember Kritzer reported receiving resident contacts regarding: Jewish community members and convening a listening session.

Committee Reports:

Councilmember Forsythe provided a committee report:

- Sound Cities Association of Deputy Mayors and Council Presidents meeting.

Councilmember Kritzer provided committee reports:

- OneRedmond board meeting;
- WRIA 8 salmon recovery; and
- King Conservation District Advisory Committee.

**UNFINISHED BUSINESS: NONE**

**NEW BUSINESS: NONE**

**EXECUTIVE SESSION:**

A. Potential Litigation [RCW 42.30.110(1)(i)] - 15 minutes

Mayor Birney announced the Council will now leave the meeting and go into Executive Session to discuss Potential Litigation [RCW 42.30.110(1)(i)] for 15 minutes. Action is expected to take place following the Executive Session in open session.

*Executive Session convened at 8:15 p.m., ended at 8:49 p.m.*

MOTION: Councilmember Anderson moved to authorize the Mayor to sign the necessary documents to opt out of the PFAS settlements with 3M and Dupont. The motion was seconded by Councilmember Forsythe.

VOTE: The motion to authorize passed without objection. (7 - 0)

**ADJOURNMENT**

There being no further business to come before the Council the regular meeting adjourned at 8:50 p.m.

---

ANGELA BIRNEY, MAYOR

---

CITY CLERK

*Minutes Approved: December 5, 2023*



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

---

**Date:** 12/5/2023  
**Meeting of:** City Council

**File No.** SPC 23-088  
**Type:** Check Register

---

Approval of Payroll/Direct Deposit and Claims Checks



City of Redmond  
Payroll Check Approval Register  
Pay period: 11/1 - 11/15/2023  
Check Date: 11/22/2023

Check Total:	\$ 25,337.28
Direct Deposit Total:	\$ 2,475,558.38
Wires & Electronic Funds Transfers:	\$ 1,448,258.79
Grand Total:	<u>\$ 3,949,154.45</u>

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **188009** through **188023** ,  
Direct deposits numbered **157756** through **158487** , and  
Electronic Fund transfers **1645** through **1649**  
are approved for payment in the amount of **\$3,949,154.45**  
on this **5 day of December 2023**.

**Note:**

---

---

---

---

---

City of Redmond  
Payroll Final Check List  
Pay period: 11/1 - 11/15/2023  
Check Date: 11/22/2023

Total Checks and Direct deposit:	\$ 3,571,841.71
Wire Wilmington Trust RICS (MEBT):	\$ 377,312.74
Grand Total:	<u>\$ 3,949,154.45</u>

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

DocuSigned by:  
*Cathryn Laird*  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington

---

---

---

---

---

I, Finance Director, do hereby certify to the City Council, that the checks for the months of November 2023 are true and correct to the best of my knowledge.

DocuSigned by:

*Kelley Cochran*

63E100A5C3D744A

Kelley Cochran, Finance Director  
City of Redmond  
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 2225 through 2424, and Wire Transfers are approved for payment in the amount of \$8,633,657.94. This 5<sup>th</sup> day of December 2023.

---

---

---



## Memorandum

**Date:** 12/5/2023  
**Meeting of:** City Council

**File No.** AM No. 23-176  
**Type:** Consent Item

**TO:** Members of the City Council  
**FROM:** Mayor Angela Birney  
**DEPARTMENT DIRECTOR CONTACT(S):**

Public Works	Aaron Bert	(425) 556-2768
--------------	------------	----------------

**DEPARTMENT STAFF:**

Public Works	Chris Stenger	Deputy Director
Public Works	Aaron Moldver	Environmental Programs Manager
Public Works	Anne Dettelbach	Senior Planner

**TITLE:**

Acceptance of the 2023-2025 Stormwater Capacity Grant

**OVERVIEW STATEMENT:**

The Washington Department of Ecology has offered the City a non-competitive grant in the amount of \$130,000 to support Municipal Stormwater Permit implementation. This grant, offered every two years and provided through a legislative appropriation to Department of Ecology, requires no match by the City.

☐ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Community Strategic Plan  
Environmental Sustainability Action Plan  
Utilities Strategic Plan
- **Required:** Council approval is required for grant acceptance.
- **Council Request:**  
n/a
- **Other Key Facts:**  
The City has previously received grants from this funding source on multiple occasions, most recently in July 2019 and July 2021. These previous grant awards were used for the purchase of stormwater maintenance related equipment, spill cleanup materials, preparation of outreach materials and campaigns, to pay for staff training, and to pay for NPDES Permit related software subscriptions.

FY2021-23 grant monies supported the following:

- Sediment and erosion control training for five staff across two departments
- Purchase of spill kit materials, including for approximately 50 Public Works vehicles
- Annual subscription fees for Adopt-a-Drain regional stewardship program
- Implementation of NPDESPro database software -source control, illicit discharge detection and elimination, and private drainage inspection modules, only.

These grant funds are essential to support and advance NPDES municipal stormwater permit implementation.

**OUTCOMES:**

Capacity grant funding will be used to support direct municipal stormwater permit implementation. Anticipated uses include: purchase of spill cleanup/response materials and equipment; staff training; and to pay for the City's subscription to web-based services in support of Continuous Monitoring Active Control orifice controls on stormwater ponds.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

100% of grant monies are provided by Washington Department of Ecology. No match is required.

**Approved in current biennial budget:** ☒ **Yes** ☐ **No** ☐ **N/A**

**Budget Offer Number:**

0000002

**Budget Priority:**

Healthy and Sustainable

**Other budget impacts or additional costs:** ☒ **Yes** ☐ **No** ☐ **N/A**

***If yes, explain:***

\$50,000 of Stormwater Capacity Grant revenue was included in the 2023-2024 budget. Because the City will be receiving \$130,000, the additional \$80,000 will need to be added to the 2023-2024 budget through a Council approved budget adjustment.

**Funding source(s):**

100% funded via a Stormwater Capacity Grant offered by Washington Department of Ecology.

**Budget/Funding Constraints:**

Grants monies must be fully expended by March 31, 2025. Funding can only be used to directly support NPDES municipal stormwater permit implementation.

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
9/5/2023	Committee of the Whole - Planning and Public Works	Receive Information

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
N/A	None Proposed at this Time	N/A

**Time Constraints:**

Grant monies must be fully expended by March 31, 2025. Timely signing of grant agreement by the City helps assure expedited grant agreement processing by Department of Ecology.

**ANTICIPATED RESULT IF NOT APPROVED:**

Not accepting the grant would forfeit the available funds from the Department of Ecology and impair the City's ability to effectively implement our NPDES municipal stormwater permit.

**ATTACHMENTS:**

Attachment A: 2023-2025 Stormwater Capacity Grant

## Agreement No. WQSWCAP-2325-RedmPW-00019

### WATER QUALITY STORMWATER CAPACITY AGREEMENT

#### BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

#### AND

CITY OF REDMOND

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Redmond, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

#### GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

#### Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

#### Project Long Description:

N/A

#### Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-RedmPW-00019  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Redmond

**RECIPIENT INFORMATION**

Organization Name: City of Redmond

Federal Tax ID: 91-6001492  
UEI Number: XK1UCKFKU3N9

Mailing Address: PO Box 97010  
Redmond, WA 98073-9710

Organization Email: cbeam@redmond.gov

**Contacts**

<b>Project Manager</b>	Anne Dettelbach  15670 NE 85 St. Redmond, Washington 98052 Email: adettelbach@redmond.gov Phone: (425) 556-2824
<b>Billing Contact</b>	Anthony Squires Capital and Grant Analyst  15670 NE 85 St. Redmond, Washington 98052 Email: asquires@redmond.gov Phone: (425) 556-2429
<b>Authorized Signatory</b>	Angela Birney Mayor  15670 NE 85 St. Redmond, Washington 98052 Email: mayor@redmond.gov Phone: (425) 556-2429

Agreement No: WQSWCAP-2325-RedmPW-00019  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Redmond

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
<b>Financial Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890



Agreement No: WQSWCAP-2325-RedmPW-00019  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Redmond

## SCOPE OF WORK

Task Number: 1 **Task Cost:** \$0.00

Task Title: Project Administration/Management

### Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

### Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- \* Properly maintained project documentation.

## Project Administration/Management

### Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

Agreement No: WQSWCAP-2325-RedmPW-00019  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Redmond

## SCOPE OF WORK

Task Number: 2 **Task Cost: \$130,000.00**

Task Title: Permit Implementation

### Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections

Agreement No: WQSWCAP-2325-RedmPW-00019  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Redmond

conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

**Permit Implementation**

**Deliverables**

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG240310

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: 2023-25 Stormwater Capacity Grant  
Funding Effective Date: 07/01/2023

Funding Type: Grant  
Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD

Type: State

Funding Source %: 100%

Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2023-25 Stormwater Capacity Grant	Task Total
Permit Implementation	\$ 130,000.00

Total: \$ 130,000.00

Agreement No: WQSWCAP-2325-RedmPW-00019  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Redmond

### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 130,000.00</b>	<b>\$ 130,000.00</b>

#### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

#### **SPECIAL TERMS AND CONDITIONS**

#### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

##### **EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

Agreement No: WQSWCAP-2325-RedmPW-00019  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Redmond

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

## **B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

## **C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

Agreement No: WQSWCAP-2325-RedmPW-00019  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Redmond

DRAFT

Agreement No: WQSWCAP-2325-RedmPW-00019  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Redmond

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
  - \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
  - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).



Agreement No: WQSWCAP-2325-RedmPW-00019  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Redmond

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk.

To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

Agreement No: WQSWCAP-2325-RedmPW-00019  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Redmond

other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

Agreement No: WQSWCAP-2325-RedmPW-00019  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Redmond

decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No:

WQSWCAP-2325-RedmPW-00019

Project Title:

2023-2025 Biennial Stormwater Capacity Grants

Recipient Name:

City of Redmond

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

Agreement No: WQSWCAP-2325-RedmPW-00019  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Redmond

ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines.

RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

Agreement No: WQSWCAP-2325-RedmPW-00019  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Redmond

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
  - b) Be kept in a common file to facilitate audits and inspections.
  - c) Clearly indicate total receipts and expenditures related to this Agreement.
  - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQSWCAP-2325-RedmPW-00019  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Redmond

## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: WQSWCAP-2325-RedmPW-00019  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Redmond

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions





## Memorandum

**Date:** 12/5/2023  
**Meeting of:** City Council

**File No.** AM No. 23-177  
**Type:** Consent Item

**TO:** Members of the City Council  
**FROM:** Mayor Angela Birney  
**DEPARTMENT DIRECTOR CONTACT(S):**

Public Works	Aaron Bert	425-556-2786
--------------	------------	--------------

**DEPARTMENT STAFF:**

Public Works	Jon Spangler	City Engineer
Public Works	John Mork	Senior Project Manager

**TITLE:**

Approve Final Contract with Klinge & Associates in the amount of \$1,990,195 and Accept Construction for the Redmond Pool Renovations Phase 2 Project

**OVERVIEW STATEMENT:**

Staff is requesting Council to approve the final contract and accept construction for the Redmond Pool Renovations Phase 2 project (No. 1913-315-03 (500211)). This contract with Klinge & Associates had a base bid amount of \$1,699,125, plus, or minus change orders and bid items increases or decreases, resulting in a final contract amount of \$1,990,195.

☒ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council approval is required to accept a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

The Redmond Pool received major renovations as part of a two-phased project. The purpose of the renovations was to improve essential and high priority systems and make structural improvements to allow the pool to operate an additional 25-30 years.

**Phase 1 - Essential Systems Improvements**

McKinstry completed system repair and replacement that improved overall pool facility energy efficiency and operation. This work resulted in lower utility use and costs along with improved building system performance and occupant experience.

**Phase 2 - Building Improvements**

The Redmond Pool Renovations Phase 2 project made additional improvements to the building that were not eligible to be covered under the Phase 1 energy improvement design/build contract with McKinstry. The improvements for this phase of the project are listed below.

- Fire protection upgrades
- ADA improvements
- Plumbing upgrades
- Pool decking
- Lobby and locker room upgrades
- Asbestos abatement

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
\$1,990,195

**Approved in current biennial budget:**      ☒ **Yes**      ☐ **No**      ☐ **N/A**

**Budget Offer Number:**  
CIP

**Budget Priority:**  
Healthy and Sustainable

Other budget impacts or additional costs: ☐ Yes ☐ No ☒ N/A

If yes, explain:

N/A

**Funding source(s):**

Parks CIP, Department of Commerce Grant, Wave, Inc.

**Budget/Funding Constraints:**

N/A

☒ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
9/5/2023	Business Meeting	Approve

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

**Time Constraints:**

Following project acceptance, in accordance with RCW 60.28, the contract retainage will be released upon receipt of clearances from the Washington State Departments of Revenue and Labor and Industries, and a mandatory 45-day waiting period for filing claims and liens.

**ANTICIPATED RESULT IF NOT APPROVED:**

The warranty period begins upon Council acceptance. Not accepting construction will result in delay of warranty start, increasing the project close-out cost.

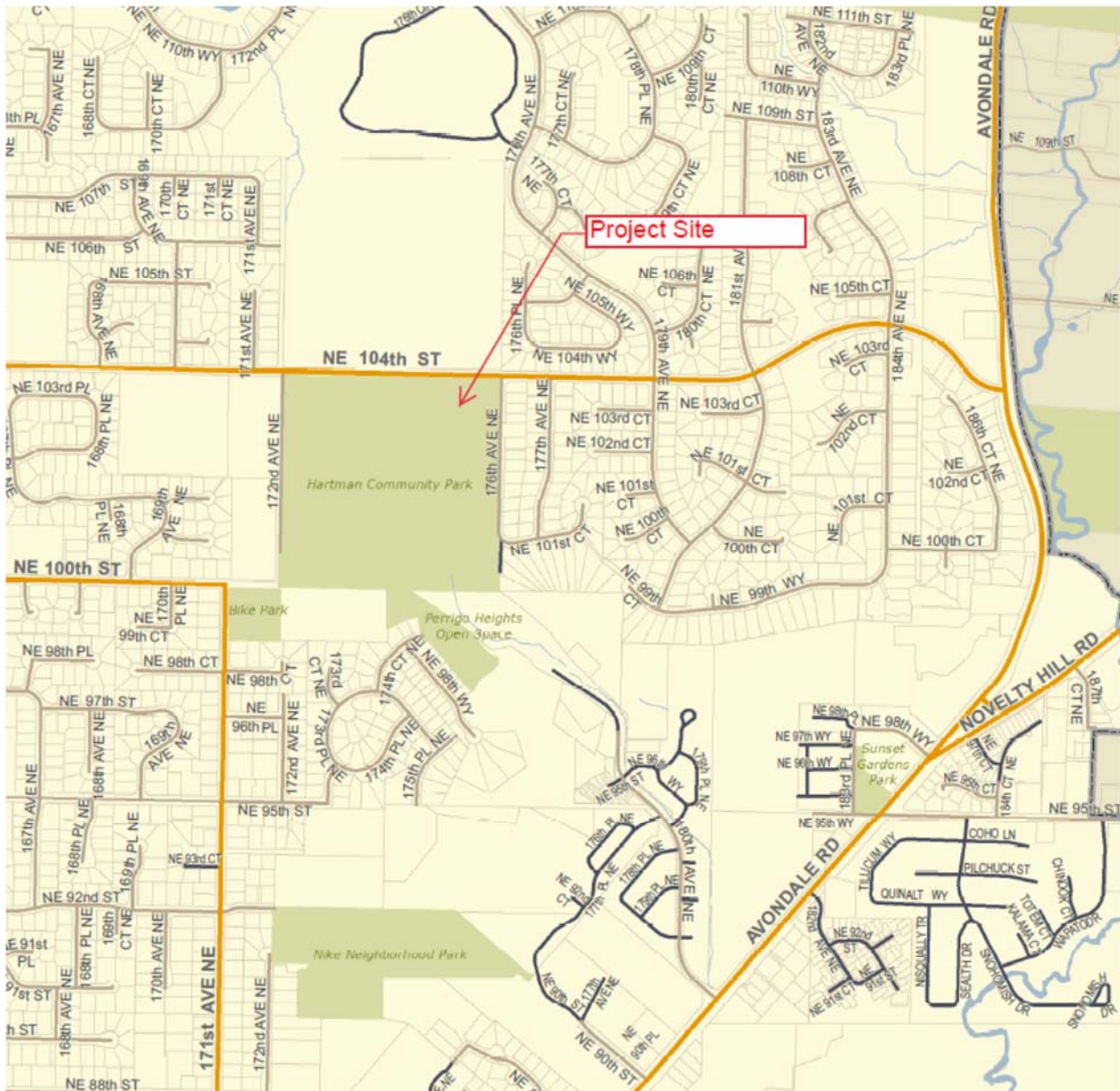
**ATTACHMENTS:**

Attachment A: Vicinity Map

Attachment B: Additional Project Information

Attachment C: Project Pictures

## Attachment B



## Attachment B – Additional Project Information

### Redmond Pool Renovations Phase 2

#### Project Discussion

During the City Council Executive Session on September 5, 2023, City Council approved a settlement agreement that provided reimbursement for the costs associated with replacing defective flooring in the building. The City received a reimbursement check in the amount of \$125,408.75.

The process of replacing the defective flooring and dispute resolution delayed the completion of the project by more than a year.

#### Fiscal Information

##### **Current Project Budget**

Parks CIP	\$8,253,536
Department of Commerce Grant	\$980,000
Wave, Inc. Contribution	\$100,000
<b>Total Funding</b>	<b>\$9,233,536</b>

##### **Estimated Project Costs**

Phase 1-McKinstry (Design/Build)	\$6,467,790
Phase 2-Design	\$337,785
Phase 2-Construction	\$2,427,961
<b>Total Estimated Project Cost</b>	<b>\$9,233,536</b>

The final contract amount for the Phase 2 construction was over the base bid amount by approximately \$300,000 for the following reasons:

- Replacement of the corroded pool deck drainpipes.
- Additional removal and replacement of concrete block wall.
- Electrical, plumbing and fire alarm system upgrades.
- Stormwater improvements





















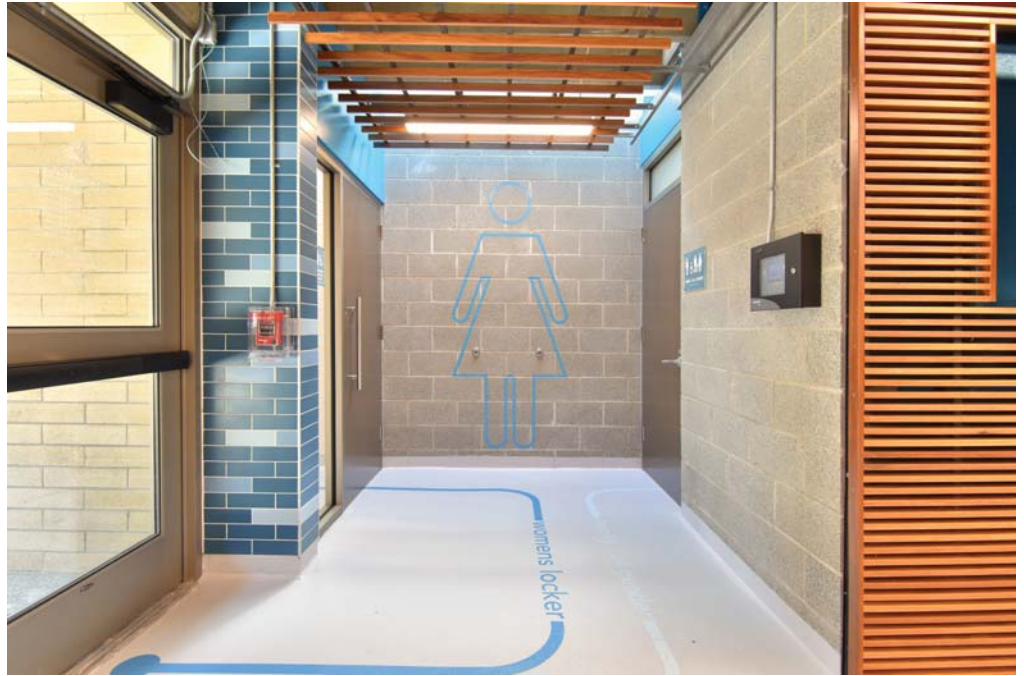














## Memorandum

**Date:** 12/5/2023  
**Meeting of:** City Council

**File No.** AM No. 23-178  
**Type:** Consent Item

**TO:** Members of the City Council  
**FROM:** Mayor Angela Birney  
**DEPARTMENT DIRECTOR CONTACT(S):**

Police	Chief Darrell Lowe	425-556-2521
--------	--------------------	--------------

**DEPARTMENT STAFF:**

Police	Brian Coats	Captain
--------	-------------	---------

**TITLE:**

Approval of the 2024 Rate Amendment to the 2022 South Correctional Entity (SCORE) Interlocal Agreement for Inmate Housing

**OVERVIEW STATEMENT:**

The City of Redmond is required to provide for housing for inmates detained on City misdemeanor charges. The City currently contracts with South Correctional Entity (SCORE), located in Des Moines, to provide these jail services. This Amendment to the 2022 SCORE ILA for Inmate Housing contains a rate increase of three (3) percent for guaranteed and non-guaranteed inmate beds.

The daily rates for guaranteed and non-guaranteed beds is effective January 1, 2024.

☐ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
The City is required by law to house misdemeanants under RCW 39.34.180 (Criminal Justice Responsibilities - Interlocal Agreements - Termination).
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A



**OUTCOMES:**

In 2023, SCORE guarantees the City ten (10) beds per day. 2024 rates have increased three (3) percent. The booking fee has increased to \$65 from \$50. Maintaining this level of ten (10) guaranteed beds aligns with projected needs. These increases help support increased medical costs; approximately 90% of SCORE population require medical or mental health services.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
This amendment is effective January 1, 2024.
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

2023 total estimated cost for SCORE Services is \$1,025,000.

Approved in current biennial budget: ☒ Yes ☐ No ☐ N/A

**Budget Offer Number:**

228 Criminal Justice

**Budget Priority:**

Safe and Resilient

Other budget impacts or additional costs: ☐ Yes ☒ No ☐ N/A

*If yes, explain:*

N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

The 2023 budget for SCORE Services is \$1,000,000.

☐ Additional budget details attached



**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
11/21/2023	Committee of the Whole - Public Safety and Human Services	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

**Time Constraints:**

This Interlocal Agreement Amendment takes effect on January 1, 2024.

**ANTICIPATED RESULT IF NOT APPROVED:**

This 2024 SCORE ILA Amendment guarantees the City will have jail beds and services for detained inmates in 2024. If not signed, the City would need to immediately explore other options for jail services; these options are limited and could come at a greater expense or decreased services.

**ATTACHMENTS:**

Attachment A: SCORE Jail Services Brochure

Attachment B: 2024 Rates and Housing Agreement Amendment

Attachment C: 2024 Rate Increase Letter to Chief Lowe



## OVERVIEW

SCORE and its six Owner Cities comprised of Auburn, Burien, Des Moines, Renton, SeaTac, and Tukwila are committed to providing efficient and effective jail services.

SCORE has contracted with national and local community service providers who lead the industry in medical, mental health, and individual programs. Our service providers specialize in meeting specific needs of an incarcerated population. Individuals at SCORE have the opportunity to connect with more than fifty organizations in the region.

## JAIL SERVICES

### Booking Services

Booking including fingerprinting, medical screening, intake questionnaire, and securing of personal property.

### In-Custody Escorts

Custody escorts individuals to video court hearings and medical appointments.

### Video Court

Video Court allows individuals to appear in court without being transported outside the facility. This reduces transportation costs and reduces the security risk associated with transporting individuals outside the secure facility.

### Court Borrows

SCORE facilitates access to individuals for multiple court appearances during an individuals' stay.

### Medical Services

SCORE provides in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

### Specialized Housing

Dedicated living units specializing in:

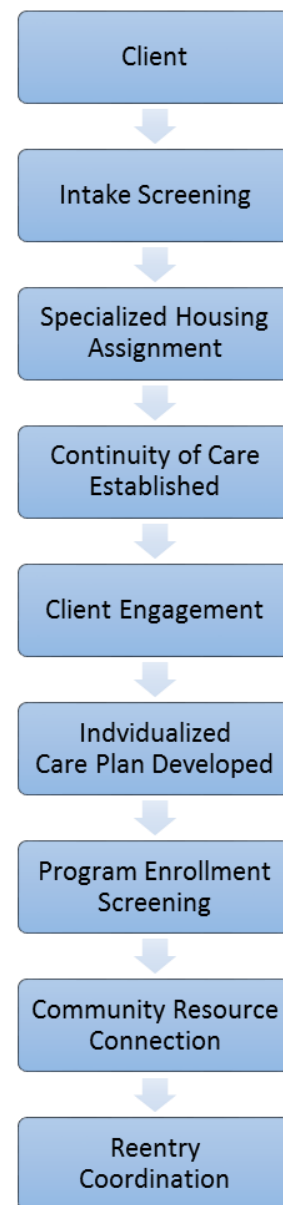
- Medical - Acute
- Mental Health - Residential
- Mental Health - Acute

### Hospital Security

Custody Escort in a hospital setting.

## WHOLE PERSON CARE PLAN

SCORE offers individualized care with a variety of on-site medical services in a secure setting. SCORE contracts with a national correctional medical service provider, to support a 24-Hour medical staff. SCORE has access to 24-hour on-call medical doctors or nurse practitioner.





## MEDICAL STAFFING OVERVIEW

- National Correctional Medical Service Provider
- 24/7 Nursing Care
- Health Services Administrator
- Director of Nursing
- Director of Mental Health
- Medical Doctor
- Medical ARNP
- Psychiatric ARNP
- (4) Masters level Mental Health Professionals
- Dentist
- Dental Assistant
- Sick Call Nurse
- Licensed Practical Nurses – All shifts
- Registered Nurses - All shifts

## INITIAL ASSESSMENTS

All individuals receive screenings at intake that include a receiving screening, health assessment, mental health screening, and Tuberculosis screening. All individuals receive each of these screenings before entering the general population. SCORE's medical service provider utilizes an electronic health records system which makes providing care more efficient.

## DENTAL HEALTH

Dental services are provided for all individuals. This service keeps costs down by not having to transport individuals to the dentist for routine dental care. SCORE also provides:

- Dental education video to all individuals (Produced by Highline College)
- Extractions if necessary
- Fillings temporary and permanent
- Annual cleaning for individuals staying over one year.

## MEDICAL CLINIC - SICK CALL

SCORE provides sick call services for further evaluation of individuals with non-emergent medical needs. Preventative treatment plans are also developed.

## X-RAY SERVICES

SCORE provides medical x-ray services to all individuals. This reduces transportation and security costs associated with outside medical trips to hospitals or clinics for x-rays. X-Rays are taken on site and evaluated by a technician contracted by SCORE's medical services provider.

## VACCINATIONS

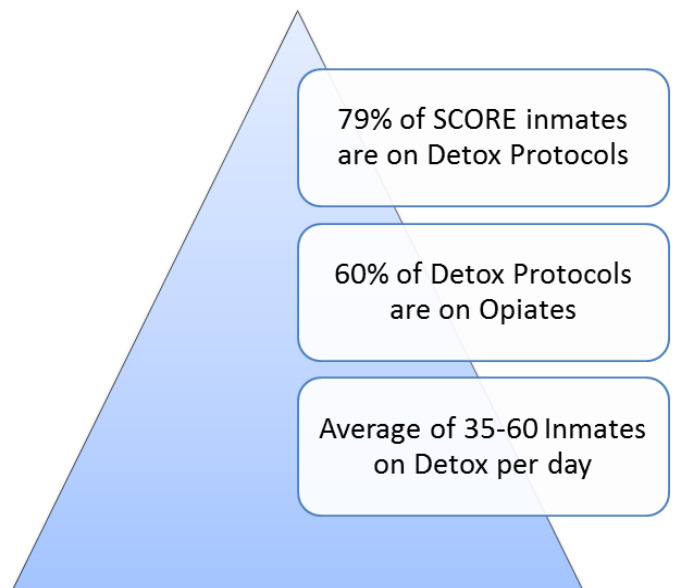
Flu shots

Hepatitis A

Hepatitis B

## COVID-19

Vaccinations are provided for all chronic care individuals for the prevention of complications with illnesses. This is provided free of charge to all agencies and is covered by our medical provider contract.





## DETOX MONITORING

SCORE's health services provider monitors all patients that test positive for drug and alcohol use. SCORE's medical service provider uses the following protocols:

### Clinical Opiate Withdrawal Scale

- **COWS (Opioids):** Assessed by medical staff several times daily. Individuals will be housed in medical if medication detox protocols (Subutex) is initiated. Once stable they will return to general housing.

### Clinical Institute Withdrawal Assessment

- **CIWA - A (Alcohol):** Medication provided for medically qualifying individual for advanced care for medical detox from alcohol for potential Delirium Tremens. Housed in medical for 72 hours.
- **CIWA - B (Benzodiazepines):** Medication provided for medically qualifying individual for advanced care for medical detox from Benzodiazepines.

## MEDICATION ASSISTED TREATMENT PROGRAMS

### Methadone

- SCORE's medical services provider provides continues treatment for individuals enrolled in an outside Methadone program. SCORE averages approximately 15-20 individuals per day. Enrollment is confirmed by medical documentation brought in by the individual or verification from medical staff.
- Courtesy dosing is provided by off-site contract service providers once medication is verified.
- Pregnant women who state or test positive for opioids have treatment initiated at SCORE and are enrolled with Swedish Ballard.
- SCORE has had pregnant women entering the treatment program and staying at least one week.
- Psychosocial and physical assessments are completed on-site and initial dose established at SCORE.

### Buprenorphine

- Monitored by medical staff.
- Individuals with a COWS score of 9 or higher are initiated on a 5-day taper of Buprenorphine.
- Buprenorphine continuation is offered to those currently enrolled in an outside program.
- Treatment continuation is confirmed by medical documentation brought in by the individual or by verification from medical staff.
- Treatment programs will be re-initiated if the individual has been enrolled in a community treatment program within the last 6 months.
- Individual must be clean for 72 hours.
- Courtesy dosing is provided by onsite medical staff once medication is verified.

### Vivitrol

- SCORE medical service provider offers Vivitrol as a drug treatment option.
- First dose in-house by medical staff. Must meet criteria for initiation. SCORE coordinates offsite provider appointment for subsequent dosing.
- Medication effective for approximately 30 days.
- Funded by Vivitrol manufacturer.

### Addiction Education

Overdose Prevention Classes Include:

- Narcan as a preventative measure
- Treatment education
- Informational handouts on various programs



## MENTAL HEALTH SERVICES

SCORE offers a clinical and administrative mental health team that works closely with local mental health agencies to effectively manage individuals and plan for their care after release.

SCORE's mental health program is built on a foundation of quality staff that focus on:

- Proactive identification of persons with suicidal or behavioral health issues through comprehensive mental health screenings,
- Stabilization,
- Continued monitoring,
- Rapid crisis intervention,
- Effective programming,
- Constant, clear and effective communication with facility security leadership and staff, and
- Collaboration with community mental health providers at discharge.

SCORE medical services uses corrections-specific electronic health records system, which allows medical professionals to electronically flag an individual's health record if his/her responses during intake indicate the need for additional mental healthcare. This means that SCORE's health services staff can identify individuals with suicidal tendencies, as well as acute and chronic behavioral health issues rapidly.

Information entered in electronic health records system alerts the clinical staff to take action, such as:

- Contacting custody about an issue and/or
- Placing an individual on suicide precautions and/or
- Assigning special housing

## MASTERS LEVEL MENTAL HEALTH SERVICES

- Mental Health Screenings
- Psychiatric Mental Health Nurse Practitioner (PMHNP) assessment for all diagnosis Mental Health (MH) patients, with continuation of medication.
- PMHNP Assessment for patient needing to be prescribed Mental Health Medication Initiation.
- SCORE offers these therapeutic groups in the Mental

Health Units: Dialectical Behavior Therapy, Seeking Safety and Aggression Replacement Therapy.

- All the Mental Health Professionals (MHPs) provide milieu groups in all 3 Mental Health Units, providing case management, release planning, and recreational activities.
- The Mental Health Director, working with SCORE and King County, has started a High Utilizer Group that includes community providers, first responders and hospitals.
- The team continues to work with any community provider that wants to engage with clients that are incarcerated at SCORE.
- Mental Health monitoring if needed.
- Suicide Watch monitoring in medical housing.

## ON-SITE COMPETENCY EVALUATIONS

SCORE partners with Western State Hospital to provide a Forensic Psychologist on site to perform competency evaluations. SCORE's average wait time for evaluations is 3 days which significantly reduces the costs to all agencies by reducing length of stay thereby reducing billable days as a direct result. Other jails length of wait time for competency evaluations is often approximately 30 to 90 days.

## MENTAL HEALTH PARTNERSHIPS

Various mental health agencies access SCORE regularly to provide a wide variety of mental health services. SCORE provides case managers' access to their clients to continue the care or provide release planning while they are incarcerated.

These agencies provide access to inpatient/outpatient treatment and assist the individuals with navigating the healthcare system.

Two of the five managed care organizations provide release planning for their membership through one-on-one interviews, telephone, or video interviews.

Public Health - Seattle & King County Health Public Health Educators provides health education classes to the individuals on various topics.



### ON-SITE PATIENT REFERRALS, TREATMENT & CARE

- Sound Mental Health
- Valley Cities Counseling
- REACH - Behavioral Health
- CReW - Counseling, Recovery and Wellness Program
- Seattle Indian Health Board
- Cowlitz Indian Tribe Mental Health
- Muckleshoot Behavioral Health Program
- START - Dual diagnosis/Case Management/Housing
- HEN - Housing and Essential Needs
- LINC - Mental Health Diversion
- Familiar Faces - Continuing Care Services
- Evergreen Treatment Service - Vivitrol, Methadone, Suboxone Treatment
- Criminal Justice Initiative - Early Release to In-Patient Treatment

### OFF-SITE PATIENT REFERRALS, TREATMENT & CARE

- Swedish Ballard Treatment Center - Opioid treatment for pregnant females
- Muckleshoot Child & Family Services
- NAVOS
- Transitional Resources
- Community Psychiatric Clinic
- DESC - Behavioral Health
- Youth and Family Services
- Consejo Counseling
- Greater Lakes Mental Healthcare
- Northwest Psychiatry

### ADDITIONAL PROGRAM CONNECTIONS

- Rebuilding Hope Sexual Assault Center
- Lakeside Milam - Treatment
- Lifelong Alliance - HIV Management
- FISH Program - Forensic Intensive Supported Housing
- EDIE - Emergency Department Information Exchange - Cross Agency Continuation of Care
- United Health Care - Women's Health Classes
- King County Public Health - Family Planning
- Familiar Faces - Continuity of Care

### INTEGRATED STATE PROGRAMS AT SCORE

- WA State DSHS - Food Stamps/Housing Essential Needs
- DSHS - AppleCare
- Western State Hospital - Forensic Psychiatrist On-Site Competency Evaluations
- King County - DCR Involuntary Hospitalization
- Department of Veterans Affairs State and Federal - Release Planning
- Department of Corrections - Opioid Treatment and Diversion
- King County Mental Health BHO - Continuity of Care
- King County Reentry - Various Programs
- King County Crisis and Commitment Services - Diversion & Release Planning

### RELIGIOUS CONNECTIONS

Various religious representatives access SCORE regularly and provide a variety of religious services.

### EDUCATION PARTNERSHIPS

- Highline College
- South Seattle College

### MEMBER - WA STATE OPIOID TREATMENT NETWORK

SCORE is a sub-recipient of a \$7.6 million federal grant awarded to the WA Health Care Authority to provide Medication Assisted Treatment as part of the WA State Opioid Treatment Network

- SCORE MAT Program Funding

### LIBRARY SYSTEM

SCORE offers a dedicated volunteer run library system with weekly book rotations and opportunities to make special requests.



### DLR GROUP RECEIVES "CITATION AWARD" FOR SCORE'S ARCHITECTURAL DESIGN

In 2014, the American Institute of Architects Washington Council honored DLR Group at its Civic Design Awards. To be eligible, projects must either be designed by architects from Washington or be located in this state. Projects were judged on design, utility, economy, environmental harmony, sustainability, accessibility, aesthetic delight, creativity, craftsmanship and innovation.

DLR Group®



*"It is clear to us that the design team moved the client to rethink security control, which we thought was done in very humane and efficient ways." - AIA Jury*

### SCORE EARNS NATIONAL ACCREDITATION FROM THE NATIONAL COMMISSION ON HEALTH CARE (NCCHC)

SCORE is one of approximately 250 jails in the United States to earn the NCCHC accreditation and only 8% of jails are nationally accredited. When it comes to delivering quality care in correctional settings, the NCCHC *Standards* provide the framework to ensure that systems, policies and procedures are in place to produce the best outcomes in the most cost-efficient and effective manner.



Developed by leading experts in the fields of health, law and corrections, the *Standards* are our recommendations for managing the delivery of medical and mental health care in correctional systems. These essential resources have guided the field toward continual improvement of care for the incarcerated, strengthening organizational effectiveness and reducing the risk of adverse legal judgments. The *Standards* are also the foundation of NCCHC's accreditation program.

### SCORE RECEIVES 100% ON PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE

In 2015, SCORE completed the agency's first PREA (Prison Rape Elimination Act) audit, demonstrating 100% compliance on all forty-one applicable PREA Standards for Adult Detention facilities. Standards included an audit on agency policies that included prevention planning, response planning, training and education, screening for risk of sexual victimization and abusiveness, reporting, official response following report, investigations, discipline, medical and mental health care, data collection and review.







### SCORE CORRECTIONS OFFICERS EARN NATIONAL JAIL CERTIFICATIONS

SCORE Corrections Officers have received the national designation of Certified Jail Officer (CJO) and Certified Jail Manager (CJM) by the authority of the American Jail Association through the Jail Manager Certification Commission (JMCC). The CJO Program provides jail officers with an opportunity to demonstrate their knowledge, skills and abilities as well as their commitment to the corrections profession on a national level. The CJM certification process focusing specifically on the individual providing documented evidence to the public that the individual has been examined by an independent professional organization and found to possess current competency in his/her field. Currently, SCORE has fifteen Certified Jail Officers and two Certified Jail Managers.

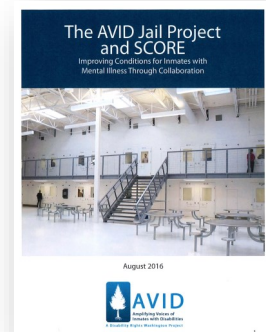


### DISABILITY RIGHTS WASHINGTON CONCLUDES SCORE JAIL STUDY

In August 2015, Disability Rights Washington's (DRW) started monitoring SCORE in an effort to make improvements in the lives of individuals with disabilities. In August 2017, DRW published a report regarding the cooperative relationship between DRW and SCORE and the positive changes that have been made for individuals with disabilities which demonstrated a path forward for all Washington jails. Based on DRW's monitoring of visits and the review of records, DRW decided to end their active work at the jail. They recognized SCORE's genuine dedication to meeting the needs of individuals with mental illness and shared their appreciation for the willingness to work with DRW legal team over a two year span.

After receiving positive feedback about mental health programming at the jail, DRW confirmed that individuals are receiving psychiatric evaluation and medication in a timely fashion. Mental health staff are generally providing individualized treatment plans and regular follow up for individuals who have serious mental illness. SCORE is proactively engaging with community service providers to improve programming, coordination of care, and re-entry planning.

*Source: Disability Rights Washington*



### SCORE JAIL EARNS FIRST JAIL REACCREDITATION BY THE WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS (WASPC)

In November 2020, The South Correctional Entity (SCORE) earned re-accreditation by the Washington Association of Sheriffs and Police Chiefs (WASPC) demonstrating SCORE's compliance with more than 170 correctional standards. SCORE is committed to operating safely, professionally, humanely and in compliance with the highest professional standards. With a mission to protect the public by providing secure and humane housing of individuals, SCORE, within its control, strives to provide the best correctional services within Washington State. Among other important law enforcement tasks, accreditation demonstrates administrative and operational effectiveness, fair recruitment and employment practices, best practices in records management, improved use of technology, health and safety, training, codes of conduct and prisoner security.







### VIRTUAL COURT SOLUTIONS

SCORE has been utilizing video technology since 2011 and understands the critical nature of reliable video court technology in today's times.

Recently, COVID-19 has required SCORE and owner and contract agency courts to look at alternate technologies in order to facilitate "contactless" court proceedings from multiple remote locations.

SCORE supports court operations with the following video conference platforms for agencies with Interlocal agreements for inmate housing at SCORE:

- Zoom
- WebEx
- GoToMeeting
- Microsoft Teams
- Pragmatic Unified Meeting X (UMX)



### VIDEO COURT SERVICES INCLUDE

- Electronic document signatures
- Scan to email
- Pre-load court form options
- Remote printing



GoToMeeting

### BANDWIDTH REQUIREMENTS

Bandwidth use is an integral part of the quality of service between agencies. Sufficient bandwidth must be in place to carry the expected real time traffic.

### TECHNOLOGY COORDINATION

For testing and license requirements please contact:

[servicedesk@scorejail.org](mailto:servicedesk@scorejail.org)



## AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

(Amending Exhibit A: Fees and Charges and Services. Amending Housing Agreement: Section 7.)

---

---

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this "Amendment"), dated \_\_\_\_\_, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and \_\_\_\_\_, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

### RECITALS

**WHEREAS**, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated \_\_\_\_\_, as amended and as may be further amended from time to time (the "Original Agreement") pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the "SCORE Facility"); and

**WHEREAS**, the Parties now desire to amend Exhibit A to the Original Agreement (as amended by this Amendment, the "Agreement") with regard to fees and charges for such services as provided herein;

**Section 1. Definitions.** Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

**Section 2. Amendment.**

- (1) **Amendment to Exhibit A.** Daily Housing Rates, Daily Rate Surcharges, Booking Fee, and Transport Fee in Exhibit A to the Original Agreement are hereby replaced in their entirety as follows:

Daily Housing Rates

General Population – Guaranteed Beds	\$142.58	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$204.97	

Daily Rate Surcharges:

Mental Health – Residential Beds	\$163.77
Medical – Acute Beds	\$223.51
Mental Health – Acute Beds	\$286.34

Booking Fee \$65.00

Transport/Security Fee \$85.00/hr.

Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges, and services will be annually adjusted each January 1<sup>st</sup>.

(2) **Amendment to the Housing Agreement. Section 7 – Healthcare.** following language has been removed from the original housing agreement:

- a) Paragraph 2 "Contract Agency Inmates shall be responsible for co-payment for health services according to SCORE policy. The Contract Agency shall not be responsible to SCORE for Contract Agency Inmate co-payments. No Contract Agency Inmate shall be denied necessary health care because of an inability to pay for health services."
- b) Paragraph 4 "Except to the extent that a Contract Agency Inmate can pay pursuant to Section 5.B,".

**Section 3. Effective Date of Amendment.** The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2024 at 12:01 a.m.

**Section 4. Entire Agreement.** Except as hereby amended by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

**Section 5. Severability.** The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

**Section 6. Headings.** The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

**Section 7. Execution.** This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

\_\_\_\_\_  
Signature

Title/Name Executive Director Devon Schrum

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY  
20817 17th Avenue South  
Des Moines, WA 98198  
Attention: Devon Schrum

Email: dschrum@scorejail.org  
Telephone: 206-257-6262

\_\_\_\_\_  
Signature

Title/Name: \_\_\_\_\_

NOTICE ADDRESS:





## SOUTH CORRECTIONAL ENTITY

*Serving the Cities of: Auburn, Burien, Des Moines, Renton, SeaTac, and Tukwila*

June 29, 2023

Sent Electronically – June 29, 2023

Chief Darrell Lowe  
City of Redmond Police Department  
PO Box 97010  
Redmond, WA 98073-9710

Dear Chief Darrell Lowe:

Attached you will find SCORE's 2024 Housing Agreement Amendments:

- 1) SCORE's daily rates for guaranteed and non-guaranteed beds, effective January 1, 2024. For continued services in 2024, please sign and return the contract amendment by October 31, 2023.

SCORE's Administrative Board adopted a daily bed rate increase of 3% and increased the booking fee to \$65.00. SCORE will also be charging, on a monthly basis, the Non-Guaranteed Rate for any beds that exceed the use of guaranteed beds. SCORE surcharges for specialty beds remain the same. The hourly rate for transports/hospital security was increased to \$85.00/hr.

These rate increases better support the increasing costs of providing 24-hour medical coverage and mental health services. Approximately 90% of SCORE's population requires either medical or mental health services while in custody.

- 2) SCORE has not charged inmates for medical co-pays since 2020. This following language has been removed from the original housing agreement, Section 7 – Healthcare;
  - a) Paragraph 2 "Contract Agency Inmates shall be responsible for co-payment for health services according to SCORE policy. The Contract Agency shall not be responsible to SCORE for Contract Agency Inmate co-payments. No Contract Agency Inmate shall be denied necessary health care because of an inability to pay for health services."
  - b) Paragraph 4 "Except to the extent that a Contract Agency Inmate can pay pursuant to Section 5.B,".

Please contact me if you have any questions. I can be reached either via email or phone at [dschrum@scorejail.org](mailto:dschrum@scorejail.org) or 206-257-6262.

Sincerely,

Devon Schrum, Executive Director  
South Correctional Entity (SCORE)  
Mission: to provide the highest quality public safety services to those we serve.

Enclosure (1)



## Memorandum

**Date:** 12/5/2023  
**Meeting of:** City Council

**File No.** AM No. 23-179  
**Type:** Consent Item

**TO:** Members of the City Council  
**FROM:** Mayor Angela Birney  
**DEPARTMENT DIRECTOR CONTACT(S):**

Police	Chief Darrel Lowe	425-556-2521
--------	-------------------	--------------

**DEPARTMENT STAFF:**

Police	Brian Coats	Captain
--------	-------------	---------

**TITLE:**

Approval of the Department of Justice Patrick Leahy Bullet Proof Vest Partnership Grant in the Amount of \$6,840

**OVERVIEW STATEMENT:**

The Patrick Leahy Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice (DOJ) initiative designed to provide a critical resource to state and local law enforcement. The police department began receiving funds from this grant in 1999 to off-set the cost of vest issuance and replacement. Bulletproof vests are more familiarly known currently as ballistic vests or body armor.

Each year, the Police Department submits a forecast report to the DOJ grant program, estimating the approximate number of new and replacement vests for the year. The estimate is based on the five-year life cycle of the vests and addition of new officers. This year, the department projected a need to purchase approximately 12 new and replacement vests. The DOJ BVP Grant allotted a reimbursement to the city in the amount of \$6,840 for 2023.

The DOJ grant award fluctuates from year to year based on the number of vests the department expects to purchase. Previous awards have ranged anywhere from \$700 to \$28,000 since the department began participating with this federal program. The department is seeking Council's approval to accept this annual grant award and would like to clarify whether this is an item needing Council Attention on an annual basis.

☐ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**

Grant acceptance requires Council approval.

- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

#### **OUTCOMES:**

Per department policy, officers are required to wear body armor whenever they can reasonably be expected to take enforcement action. Body armor, when used in conjunction with prescribed officer safety procedures reduces the likelihood of officers being killed or seriously injured.

The department ensures that all new officers are issued form fitting, agency approved body armor. The department's training unit maintains a replacement schedule for every officer's assigned vest as each vest expires five years from issuance. Replacement vests are also purchased whenever the body armor becomes worn or damaged to the point its effectiveness or functionality has been compromised.

In 2023, the cost to purchase a new or replacement vest is \$2,000 each.

#### **COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Funding for 2023 was announced on September 29, 2023
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

#### **BUDGET IMPACT:**

**Total Cost:**  
N/A

**Approved in current biennial budget:** ☐ Yes ☐ No ☒ N/A

**Budget Offer Number:**  
N/A

**Budget Priority:**  
Safe and Resilient

**Other budget impacts or additional costs:** ☐ Yes ☐ No ☒ N/A

**If yes, explain:**  
N/A

**Funding source(s):**

Department of Justice Patrick Leahy Bullet Proof Vest Partnership Grant

**Budget/Funding Constraints:**

None

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
11/21/2023	Committee of the Whole - Public Safety and Human Services	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

**Time Constraints:**

None

**ANTICIPATED RESULT IF NOT APPROVED:**

The Police Department will be responsible for the full cost of the bullet proof vests.

**ATTACHMENTS:**

None





## Memorandum

**Date:** 12/5/2023  
**Meeting of:** City Council

**File No.** AM No. 23-180  
**Type:** Consent Item

**TO:** Members of the City Council  
**FROM:** Mayor Angela Birney  
**DEPARTMENT DIRECTOR CONTACT(S):**

Planning and Community Development	Carol Helland	425-556-2107
------------------------------------	---------------	--------------

**DEPARTMENT STAFF:**

Planning and Community Development	Seraphie Allen	Deputy Planning Director
Planning and Community Development	Brooke Buckingham	Human Services Manager

**TITLE:**

Approval of the Health through Housing Operational Agreement between the City of Redmond and King County

**OVERVIEW STATEMENT:**

King County's Health Through Housing (HTH) is an initiative to create up to 1,600 units of emergency and permanent supportive housing across the County for people experiencing chronic homelessness. This has been accomplished through the purchase and conversion of hotels and similar facilities, including the former Silver Cloud Inn in the Overlake area of Redmond. Redmond Zoning Code 21.57 establishes siting criteria and use requirements for permanent supportive housing programs. One of these requirements is the approval of the Health Through Housing Operational Agreement between King County and the City of Redmond.

☒ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Zoning Code Section 21.57.010; King County Health Through Housing Implementation Plan.
- **Required:**  
Agreements between jurisdictions require Council approval.
- **Council Request:**  
N/A
- **Other Key Facts:**  
King County recently announced the operator of the Redmond HTH site. Approval of the Operational Agreement is one many requirements that must be met before the building can be occupied. In addition, the development

of a Community Relations Plan, Safety and Security Plan, and Program Code of Conduct are required. Redmond Zoning Code Chapter 21.57 specifies who approves these plans.

**OUTCOMES:**

King County Countywide Planning Policies have established housing targets for cities to accommodate future growth within the next 20 years. Under the Growth Management Act, cities are further required to plan for and accommodate housing affordable to all economic segments of the population, and this includes permanent supportive housing (PSH). Redmond's estimated need is 3,694 units of PSH. We recognize that this cannot be addressed by a single jurisdiction on their own, so Redmond is one of many cities in the region supporting King County as a partner in regional solutions like the Health Through Housing Initiative.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
October 23, 2023 - January 8, 2024
- **Outreach Methods and Results:**  
The City has convened a Community Advisory Group. Members were prioritized based on their proximity to the Health Through Housing location in Redmond and as subject matter experts. Representatives on the advisory group include local businesses, nearby community, nonprofit organizations, people with lived experience, and school district staff. This group is tasked with providing input into the development of the Community Relations Plan, the Program Code of Conduct, and the Safety and Security Plan.
- **Feedback Summary:**  
Feedback will be gathered at subsequent meetings.

**BUDGET IMPACT:**

**Total Cost:**

There is no fiscal impact associated with Health Through Housing. Staff working on HTH are funded through the adopted budget

**Approved in current biennial budget:** ☒ **Yes** ☐ **No** ☐ **N/A**

**Budget Offer Number:**

0000037 - Housing and Human Services

**Budget Priority:**

Vibrant and Connected

**Other budget impacts or additional costs:** ☐ **Yes** ☐ **No** ☒ **N/A**

**If yes, explain:**

N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
11/14/2023	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
11/21/2023	Special Meeting	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

**Time Constraints:**

Timely approval will ensure that the building can open in early 2024.

**ANTICIPATED RESULT IF NOT APPROVED:**

Salvation Army is fast tracking efforts to design program operations and complete other required plans such as the Community Relations Plan. Not approving the Operational Agreement will significantly delay progress, ultimately impacting when residents can move in.

**ATTACHMENTS:**

Attachment A: Operational Agreement

**OPERATIONAL AGREEMENT  
BETWEEN THE CITY OF REDMOND AND KING COUNTY**

THIS OPERATIONAL AGREEMENT (“Operational Agreement” and herein, this “Agreement”) is entered into by and between the City of Redmond, a Washington municipal corporation (“City”), and King County, a political subdivision of the State of Washington (“County”). Collectively, the City and County may be referred to herein as Parties, and each separately is a Party.

**RECITALS**

A. WHEREAS, the Revised Code of Washington (RCW) 35A.21.305 precludes jurisdictions from prohibiting permanent supportive housing in areas where multifamily housing is permitted; and

B. WHEREAS, HB 1220 (2021) required jurisdictions to plan for and accommodate emergency housing, emergency shelters, permanent supportive housing, and transitional housing; and

C. WHEREAS, the Health Through Housing (“HTH”) program was authorized and is governed by County Ordinances No. 19236 and No. 19366 and RCW 82.14.530, as may be amended; and

D. WHEREAS, the City’s requirements for Permanent Supportive Housing, Transitional Housing, Emergency Shelters, and Emergency Housing are set forth in Redmond Zoning Code (RZC) Chapter 21.57; and

E. WHEREAS, the County purchased the former Silver Cloud Inn located at 2122 152nd Ave NE, Redmond (the “Property”), King County Assessor’s parcel number 2625059046, in fulfillment of the County’s Health through Housing Implementation Plan 2022-2028 as adopted via King County Ordinance 19366 Section 1 and K.C.C. 2.A.300 (the “HTH Implementation Plan”) and intends, upon completion of certain improvements to the Property, to operate a facility thereon (the “Facility”); and

F. WHEREAS, the County must enter into an operational agreement prior to occupancy of the Facility under RZC Chapter 21.57 and this Agreement meets the requirements for an Operational Agreement as set forth under that chapter; and

G. WHEREAS, City staff participated in the County procurement process used to select an Operator by supporting development of materials for the Request for Bid (RFB) and associated Operator selection criteria, participating in the County’s process for selecting an Operator, and advising the Mayor on concurrence in selection of the Operator that met the adopted Operator criteria, consistent with the HTH Implementation Plan; and

H. WHEREAS, both the HTH Implementation Plan and the RZC Chapter 21.57 require the County to partner with the City regarding operation of the Facility; and

I. WHEREAS, certain negotiated terms and conditions are expressed in this Operational Agreement; and

J. WHEREAS, the County is responsible for the operation of the Facility and for ensuring that the selected Operator abides by the terms and conditions of this Operational Agreement entered into between the County and the City, and the Services Agreement entered into between the County and the Operator; and

K. WHEREAS, the County and City intend for the City to have clear rights and authority to seek specific performance of this Agreement, including to ensure that the County requires the Operator to maintain compliance with the terms of the Operational Agreement and Services Agreement.

NOW, THEREFORE, in order to fulfill the foregoing purposes and intent, including compliance with the HTH Implementation Plan and RZC 21.57.010.C.4, and in consideration of the mutual agreements herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the City and the County agree as follows:

## **AGREEMENT**

**1. Use of the Property and Facility Operations.** The Facility shall be used exclusively for Emergency Housing or Permanent Supportive Housing and for no other purpose. For the purposes of this Agreement, “Emergency Housing” (EH)” has the meaning set forth in the Initial HTH Implementation Plan 2022-2028 as adopted via King County Ordinance 19366 Section 1 and K.C.C. 2.A.300 . For purposes of this Agreement, “Permanent Supportive Housing (PSH)” has the meaning set forth in RCW 36.70A.030(19).

(a) The Facility shall not operate as a “Community Health Engagement Location” site, as described in the County’s Ordinance No. 18584, i.e., the Facility will not be a supervised/safer consumption site, or a supervised/safer injection facility, or a supervised/safer injection service pursuant to RZC 21.57.010.C.1.

(b) The Facility shall not operate as a “Safe Parking” or other program for individuals experiencing unsheltered homelessness. No camping (including car camping) or any other form of persons sleeping outdoors or in vehicles shall be allowed on the Property.

(c) The Operator of the Facility shall provide on-site staffing 24 hours per day and seven days per week, including appropriate security personnel.

(d) The Operator shall ensure participant compliance with applicable registration and notification requirements for registered sex offenders pursuant to RZC 21.57.010.C.4.d.iv.

(e) The Operator shall make available comprehensive support services to residents, including, but not limited to, housing navigation services including referral to

alternative housing, behavioral health treatment (including treatment of substance use disorders), employment assistance, job training, education, and transportation pursuant to RZC 21.57.010.C.4.d.vi.

(f) The Operator shall coordinate with local service providers and City outreach staff to identify and prioritize eligible homeless individuals living in, near, or who have ties to Redmond to support outcomes that result in persons receiving supportive housing within their own community. Thirty-five (35) percent of the units will be designated for and filled through local referral. To ensure integration with the regional Coordinated Entry (CE) system, 35 percent of units will be designated for and filled through regional referral. The remaining 30 percent of units are undesignated units and will be prioritized for local referral; however, said units may be filled through regional referral in the event that local referral is not available. The County and Operator shall work with local service providers and Redmond's Homeless Outreach Administrator to identify eligible homeless individuals who are living in, near, or who have ties Redmond pursuant to RZC 21.57.010.C.4.d.i.

(g) This Agreement does not address review and approval of permits necessary for the Facility under applicable title 15 of the Redmond Municipal Code or any other local, state, national, uniform, and international codes for work related to building, mechanical, plumbing, electrical, and fire protection (collectively, "Construction Work"). Proposed modifications to the Property, shall be reviewed in accordance with standard permitting procedures contained in the Redmond Municipal Code and Redmond Zoning Code.

## **2. Performance under the Operational and Services Agreements.**

(a) The City will be provided the opportunity to approve any proposed new name for the Facility.

(b) The County will require the Operator to enter into and comply with a Services Agreement between the County and the Operator substantially similar to that attached as **Exhibit A** or as amended consistent with Section 8 of this Agreement.

(c) Regardless of any future amendment to the Services Agreement, as such amendment is authorized pursuant to Section 8 of this Agreement, it shall always:

- (1) Include Operator compliance with Chapter 21.57 RZC including a safety and security plan, program rules and/or code of conduct, and a community relations plan; and,
- (2) Provide that the City shall be an involved party in decisions related to implementation of the Services Agreement and related exhibits.

**3. Community Advisory Group.** The County, City, and Operator shall create a community advisory group which should include representatives from local community (business and resident representatives), services providers, and those with lived

experience of homelessness. This group will support the development of the Community Relations Plan. Upon occupancy, they will meet quarterly to advise on operations and provide opportunities and input on how the community and volunteers can engage with the project. The City, County, and Operator liaison(s) will provide staff support and participate in the Community Advisory Group.

#### **4. Reports to the City Council.**

(a) The County and Operator will publicly report to the Redmond City Council within six months of the Facility beginning to accept residents and provide written reports to City staff at least annually thereafter regarding operation of the Facility and compliance with the terms of the Operational Agreement and Services Agreement. City Council may also request a public briefing or written update more frequently, as desired.

(b) The report should include data points that are coordinated with the City and that are approved by King County and the Health through Housing Advisory Committee, such as the following, to the extent reasonably available:

- (1) Data on the number of new tenants, exits, unit nights, and households served during the reporting period, including demographics;
- (2) Number of residents enrolled at the Facility;
- (3) Number/percentage of residents receiving on-site and off-site resident supports, including estimated hours provided to residents by service providers;
- (4) Number/percentage of residents enrolled in Medicaid or another means of health insurance;
- (5) Number/percentage of residents who receive physical or behavioral healthcare supports;
- (6) Number/percentage of households who maintain or increase income through employment or public benefits while residing at the Facility;
- (7) Number/percentage of individuals who maintain or exit to other permanent housing from the Health through Housing site;
- (8) Number/percentage of residents with emergency visits and psychiatric hospitalizations;
- (9) Information on community feedback received by the County or Contractor, including a summary of any action taken as a result, if any; and
- (10) Number of emergency responses to the Facility.

**5. Communication and Coordination among the Parties and the Operator.**

(a) To ensure ongoing communications between the County, the City, the Operator, and appropriate service providers, the Parties shall develop a communication plan, which may be a part of or incorporated into the Operator's community relations plan.

(b) In addition, the Parties will meet on a regular basis with one another and with the operator to discuss, as appropriate, performance and operation of the Facility, compliance with this Agreement, and elements of the Services Agreement, and to work on any unexpected challenges and promptly resolve issues, including challenges regarding program outcomes. The Parties commit to meet promptly on an *ad hoc* basis at the request of either Party to resolve issues as quickly as possible.

(c) The County, City and Operator, shall each designate a staff representative to serve as a liaison to the Facility and community members regarding the Facility and this Agreement. The liaisons will have an active role in implementing and participating in the Operator's community relations plan, may attend community events related to the Facility, and may receive and provide timely response to community inquiries directed at the City related to the Facility.

**6. Building Upgrades.** The County and City shall work together to facilitate building upgrades by December 31, 2026, pursuant to the HTH Implementation Plan, to provide permanent provisions for living, sleeping, eating, cooking and sanitation for all units designated for residential occupancy.

**7. Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. King County shall not, however, assign its rights under this Agreement to another entity, operator, or contractor unless the County obtains prior written consent of the City. The County shall not sell the Facility to a non-County entity without first providing ninety (90) days' written notice to the City, provided any concurrent assignment of this Agreement shall be subject to the written consent of the City, which shall have the right to amend this Agreement or impose reasonable conditions upon such assignment.

**8. Amendment.** This Agreement may be amended by written agreement of the Redmond City Council and King County. Terms of the Services Agreement that are materially relevant to this Agreement may be amended by the County only with the agreement of Redmond City Council and only when the terms are consistent with Section 2 of this Agreement. The County reserves the right to otherwise amend its Services Agreement.

**9. Term.** The effective date of this Agreement shall be the date of its signature by both Parties, and the Agreement shall continue in effect for so long as the Facility is used as part of the HTH program. However, the Agreement may be amended at any time by agreement of the parties pursuant to Section 8. This Agreement will terminate when the



County declares in writing provided to the City that the Facility will no longer be used for the HTH program, with termination effective as of the date on which such use will end as stated in such declaration, except that its provisions related to Defaults and Remedies shall continue to be in effect. When this Agreement terminates, the Facility shall be subject to the requirements of the City's code in effect at the time of termination and the County will have one hundred eighty (180) days to achieve compliance or to initiate actions to achieve compliance for the intended successor use of the building by submitting all necessary documentation and thereafter diligently pursuing completion.

## **10. Dispute Resolution.**

(a) The Parties agree to negotiate in good faith to resolve any disputes arising under this Operational Agreement or arising from the Operator's compliance with the Services Agreement or to resolve any ongoing material failure by the County or Operator as an agent of the County to fulfill the obligations set forth in this Operational Agreement. Neither Party may seek relief in a court of law or any other forum until and unless the dispute resolution process set forth in this Section 10 has been completed in good faith, except that nothing in this section shall require a Party to postpone seeking injunctive or other equitable relief if it believes in good faith such relief is needed.

(b) The Parties shall designate representatives for purposes of managing this Agreement and the dispute resolution process under this Section 10. The Parties' Designated Representatives shall be the persons identified in Section 21 to receive notice for the County and for the City respectively, or such other persons as they may designate in writing from time to time by giving notice. The Parties' Designated Representatives shall communicate regularly to discuss the status of the tasks and services to be performed and to prevent disputes from arising.

(c) If a dispute arises, then

- (1) Step One: The Parties' Designated Representatives shall confer and attempt to resolve the dispute promptly and at minimum within ten (10) business days of written notification by either Party.
- (2) Step Two: If the Parties' Designated Representatives are unable to resolve the dispute within ten (10) business days, either Party may refer the dispute to the Mayor and the County's DCHS Director or their designees. The Mayor and the County's DCHS Director shall confer and attempt to resolve the dispute within ten (10) business days of receiving the referral. The conference may be in person or by other means, such as telephone conference or videoconference.

(d) If the Parties cannot resolve the dispute utilizing the process in Paragraph (c) of this Section 10, the Parties may, by agreement, submit the matter to non-binding mediation. The Parties shall split the mediator's fees, costs, and expenses on an equal basis. Each Party shall pay its own costs to prepare for the mediation, including any attorney fees or costs. If additional parties participate in the mediation, then each

participant shall pay an equal share of mediator's fees, costs, and expenses, such share to be calculated by dividing the mediator's total charges by the number of parties participating. Mediation shall not be a prerequisite to litigation.

(e) During the course of conflict or dispute resolution efforts, the Parties agree to continue to diligently perform their respective responsibilities under this Agreement.

## **11. Default and Remedies.**

(a) If either the County or the City fails to perform any act or material obligation required to be performed by it hereunder, or the Operator fails to perform any act or obligation required to be performed under the Services Agreement, the other party, or in the case of a failure to perform on the part of the Operator then the City, shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct or cause to be corrected the failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it notifies the non-defaulting party of its plan to cure and commences cure within the thirty (30) day period and thereafter diligently pursues cure to completion.

(b) In the event of a party's Default:

- (1) The non-defaulting party shall have the right to terminate this Agreement.
- (2) The non-defaulting party shall also have the right to exercise all other rights and remedies available to it in law or equity and shall specifically be entitled to an injunction, an order of specific performance, or other legal or equitable remedy that will cause the Defaulting party to perform and comply with the terms of the Agreement.
- (3) The County acknowledges that a breach in its performance under this Agreement related to its obligations under Sections 1, 2 and 6 will damage the City but by their nature such damages may be difficult to ascertain. Accordingly, in the event of a Default related to those provisions, the City shall be entitled to assess against the County as liquidated damages and not by way of penalty, a sum calculated as follows: One Thousand and No/00 dollars (\$1,000.00) per calendar day period, per violation or act of non-compliance, which will begin to run from the first date of Default.

**12. Waiver.** The waiver by a Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by that Party.

**13. Indemnification.** Each party is individually responsible for its own employees' and agents' acts and omissions arising out of or in connection with the performance of this Agreement. Further, each party agrees to indemnify, defend, and hold harmless the other party (including their officers, officials, agents, employees, consultants, and volunteers) from any and all claims, costs (including reasonable attorney fees), losses, and judgments that arise out of or result from the tortious acts, errors, or omissions of that party's officials, officers, agents, employees, consultants, and volunteers in connection with the performance of any activities related to this Agreement or the Services Agreement, to the extent caused by the indemnifying party's acts, errors, or omissions.

**14. No Presumption Against Drafter.** The Parties have each participated in the negotiation and drafting of this Agreement, and each has been represented by counsel. In the event a court determines a provision of this Agreement to be ambiguous, such ambiguity shall not be construed against another Party based on the claim that the Party drafted the ambiguous language.

**15. No Third-Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of the signatory Parties and their successors and assigns. No other person or entity shall have any right of action based on any provision in this Agreement, and no other person or entity shall have any third-party beneficiary status.

**16. Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, and venue for any action shall lie in King County Superior Court.

**17. Severability.** Should any court of competent jurisdiction find any provision of this Agreement to be invalid, the remainder of the Agreement shall remain in full force and effect. Provided, however, if the invalidation would deprive either Party of material benefits derived from this Agreement, or make performance under this Agreement unreasonably difficult, then the Parties shall meet and confer and shall make good faith efforts to amend or modify this Agreement in a manner that is mutually acceptable. Notwithstanding the foregoing, if an essential purpose of this Agreement would be defeated by loss of the invalid provision, the Party deprived of an essential benefit shall have the option to terminate this Agreement from and after such a determination by providing notice to the other Party.

**18. Section Headings.** Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

**19. Final and Complete Agreement.** This Agreement constitutes the final and complete expression of the Parties with regard to its terms. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects addressed herein, without limitation. No Party is entering into this Agreement in reliance on any promises, inducements, representations, understandings, interpretations, or agreements other than those stated herein.

**20. Recording.** King County shall record an executed copy of this Agreement with the King County Recorder's Office no later than fourteen days after the effective date and shall provide the City with a conformed copy of the recorded document within thirty days of the effective date.

**21. Notice.** All correspondence and any notice required in this Agreement shall be delivered both by electronic mail and by either personal service or U.S. Mail to the following parties:

TO CITY: City of Redmond  
Attn: Department Director, Planning and Community Development  
5670 NE 85th Street  
PO Box 97010  
Redmond, WA 98073-9710  
Email: [Chelland@redmond.gov](mailto:Chelland@redmond.gov)

with a copy to:

City of Redmond  
Attn: City Clerk  
5670 NE 85th Street  
PO Box 97010  
Redmond, WA 98073-9710  
Email: [cityclerk@redmond.gov](mailto:cityclerk@redmond.gov)

TO COUNTY: King County Department of Community and Human Services  
Attn: Department Director  
Attn: Division Director – Housing & Community Development  
Chinook Building  
401 5<sup>th</sup> Ave Suite 500  
Seattle, WA 98104  
Email: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
King County – DCHS  
401 5<sup>th</sup> Ave Suite 500  
Seattle, WA 98104  
Email: \_\_\_\_\_

\_\_\_\_\_  
King County Prosecuting Attorney's Office  
1191 Second Avenue Suite 1700  
Seattle, WA 98104  
Email: \_\_\_\_\_

Notice is deemed to be given on the date of electronic mail provided that on the same day notice is also given for delivery to a commercial courier or placed in the U.S. Mail. Either Party may update or change the person and addresses for the receipt of notices under this Section 21 from time-to-time by delivering written notice to the other Party designating the new person or address, at least five (5) days prior to the name and/or address change.

**22. Counterparts.** This Operational Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same Operational Agreement. Facsimile signatures on this Operational Agreement shall constitute original signatures of the Parties.

By their signatures below, the persons executing this Operational Agreement each represent and warrant that they have full power and authority to bind the entity on whose behalf such person signs, and that such entities have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Operational Agreement.

**KING COUNTY:**

\_\_\_\_\_  
By \_\_\_\_\_  
Its \_\_\_\_\_

**CITY OF REDMOND:**

\_\_\_\_\_  
By Angela Birney  
  
Its Mayor

<u>Exhibit</u>	<u>Description</u>
----------------	--------------------

A	Proposed Contractor Services Agreement
---	--

**Exhibit A**  
Proposed Contractor Services Agreement

**I. WORK STATEMENT**

The Health Through Housing (HTH) program is designed to rapidly expand the inventory of housing for people who are Chronically Homeless or At Risk of Chronic Homelessness. The Salvation Army, hereinafter referred to as the “Contractor”, shall provide oversight, coordination and implementation of the property management operations and on-site support services for the Health Through Housing Redmond (the Facility). The Salvation Army shall provide 100 units of Emergency Housing for eligible single adults and couples, 18 years of age or older, who are highly vulnerable, disabled, including persons living with persistent mental illness, single adults who are identified as meeting the HTH Chronically Homeless definition or at Risk of Chronic Homelessness and need Emergency Housing in accordance with the terms and conditions described herein.

The total amount of reimbursement pursuant to this Exhibit shall not exceed \$5,125,000 for the period November 1, 2023 through December 31, 2025. This Exhibit reflects \$5,125,000 in King County HTH service and operating funds in the amount of \$5,125,000 and one-time start-up costs in the amount of \$50,000. Funding for investment in this program is provided by the King County and is managed by the Housing, Homelessness and Community Development Division (HHCDD) of the King County Department of Community and Human Services (DCHS).

The following are incorporated by reference as part of this Exhibit:

- A. Initial HTH Implementation Plan 2022-2028 (the Implementation Plan).
- B. King County Facilities Management Division (FMD) Pre-Occupancy Agreement and any superseding agreements.
- C. King County FMD Fire Life and Safety Plan.
- D. Comply with all terms of the City of Redmond Municipal Code 21.57.010 for Permanent Supportive Housing, Transitional Housing, and Emergency Housing.

Ongoing funding for the full term of the Exhibit shall be contingent on program performance, continued funding availability, project alignment with homeless planning priorities, and other contractual requirements in the Exhibit.

<b>Redmond</b>	<b>Services Period</b>	<b>Fund Source</b>	<b>Funding Allocation</b>
	11/01/2023 – 12/31//2024	Health Through Housing – One time start-up Costs	<u>\$50,000</u>
	01/01/2024 - 12/31/2024	Health Through Housing – services and operating	<u>\$2,500,000</u>
	01/01/2025 – 12/31/2025	Health Through Housing – services and operating	<u>\$2,625,000</u>
Not to exceed			<u>\$5,175,000</u>

## **II. DEFINITIONS**

A. At-Risk of Chronic Homelessness: As defined for the purposes of HTH, describes an individual with a developmental, physical, or behavioral health disability that:

1. Is currently homeless and
  - a. Has experienced homelessness for at least ten but less than twelve months in the previous three years; or
  - b. Has experienced homelessness for a cumulative total of twelve months within the last five years;

And

2. Is at increased risk of homelessness:
  - a. By having been incarcerated within the previous five years in a jail or prison; or
  - b. By having been detained or involuntarily committed under the Revised Code of Washington (RCW) chapter 71.05 as now existing, as hereafter amended or as superseded; or
  - c. As a member of a population that is demographically overrepresented among persons experiencing homelessness in King County.

B. Case Management: Individually-tailored services to address barriers to housing stability that are provided in a participant's home, an office, or other



location as described in a mutually agreed-upon plan of action. Case Management Services may include, but are not limited to: participant engagement, linkages to housing and housing advocacy, building relationships with landlords, assisting participants with housing applications, assessment of participant strengths and obstacles, safety planning and assessment, individualized goal planning, linkages with community supports including behavioral health services, care coordination with other service providers, life skills-building, assistance applying for public benefits, connections with employment and training opportunities, job coaching, assistance with social support and enhancing social networks, assistance documenting eligibility for housing subsidy (including services to individuals who may not in the end be admitted to the program), documentation of participant progress in case notes and database, and a variety of other supports.

- C. Chronically Homeless: As defined for the purposes of Health Through Housing is a homeless adult with a disabling condition who has either been continuously homeless for a year or more or has had at least four episodes of homelessness in the past three years with each episode separated by seven days, and cumulatively totaling twelve months.
- D. Culturally Competent Services: Cultural competency within an organization and the services that it provides includes a defined set of values and principles, and demonstrated behaviors, attitudes, policies and structures that enable the organization to work effectively in cross-cultural situations. The three following components shall exist:
  - 1. Accessibility: The Contractor evaluates and modifies the way in which its services are accessible (language, location, delivery style) to populations whose modes of engagement are different from the majority population.
  - 2. Relevance: The Contractor identifies specific culturally based needs of populations and modifies the services delivered in order to meet those needs, including acquiring and institutionalizing cultural knowledge.
  - 3. Commitment: The Contractor periodically conducts a self-assessment and reviews its cultural competency, including obtaining input from participant and non-participant culturally diverse populations and key stakeholders and uses this feedback in policy making, agency administration, and service delivery.
- E. Deliverable: The work product and other output of the services and program activities required to be delivered by the Contractor as part of the performance of this Exhibit, as specified in the relevant section below.
- F. Emergency Housing: Emergency Housing is a housing type which has the same onsite services as permanent supportive housing. While intended to be

temporary, there is no time limit on housing. Emergency Housing will offer housing-oriented services, Case Management, and other necessary services and supports to assist households in stabilizing. NOTE: persons meeting the Chronically Homeless definition on entry maintain their chronic homeless status while in Emergency Housing.

- G. Fair and Just Practices: The Contractor's policies, practices, attitudes, services, and systems that promote fairness and opportunity for all people, particularly marginalized communities, including people of color, low-income communities, people with limited English proficiency, immigrants and refugees, individuals with disabilities and Lesbian, Gay, Bisexual, Transgender, or Queer/Questioning (LGBTQ) individuals. This includes programs that engage all communities in a manner that fosters trust among people and supports efforts to develop solutions on individual, organizational and community levels.
- H. Harm Reduction: A set of practical strategies that reduce the negative consequences associated with drug use, including safer use, managed use, and non-punitive abstinence. These strategies meet drug users "where they're at," addressing conditions and motivations of drug use along with the use itself. Harm reduction acknowledges an individual's ability to take responsibility for their own behavior. This approach fosters an environment where individuals can openly discuss substance use without fear of judgment or reprisal and does not condone or condemn drug use. Staff working in a Harm Reduction setting work in partnership with participants, and are expected to respond directly to unacceptable behaviors, whether or not the behaviors are related to substance use. The Harm Reduction model has also been successfully broadened to reducing harms related to health and wellness as well as many other issues.
- I. Housing First: A homeless system orientation designed to return homeless people to housing as quickly as possible without a "housing readiness" test, or other conditions to entering housing. Programs in a Housing First homeless system empower homeless people to overcome barriers to obtaining permanent housing. A Housing First system does not require that households spend time in a shelter or graduate from a transitional housing program in order to receive Permanent Supportive Housing, although many households will enter housing from a shelter. In order to achieve a Housing First system orientation, homeless housing units in the system must remove screening barriers and screen in homeless households, many of whom may have barriers that traditionally make it more difficult for them to rent in the private market.
- J. Housing Stability Plan: A plan created with the program participant(s), as part of the Housing Support Services, to address a variety of issues related to a household's ability to maintain and improve their housing situation. The plan defines the services requested by the household, how these services will be

delivered, and how progress is measured. It can include strategies for addressing basic and clinical care needs, developing positive social support networks, and assessing needs and gaps in current supportive services.

- K. Housing Support Services: Services provided for the purpose of housing stabilization for participants. Housing Support Services include providing day-to-day support for participants, including addressing lease violations, coordinating community building activities and meals, crisis intervention and response both during the day and at night, mitigating issues in the neighborhood, and ongoing assistance maintaining connections to needed community services. All meetings, referrals and outcomes shall be documented and shall inform a Housing Stability Plan for each participant.
- L. Milestone: A scheduled event signifying the provision of a Deliverable or a set of related Deliverables, occurrence of an event, or completion of a task, activity, or service by the identified date as set forth in Section V.C., Milestones.
- M. PM Plan: The written details of the Contractor's performance goals and targets (as appropriate). The PM Plan includes key performance measures, types of data collection (for example, individual- or aggregate-level), and reporting cycles and activities to review the data and support continuous quality improvement. The PM Plan explicitly connects the data collection and reporting requirements outlined above with the performance measures King County will use to monitor the program.
- N. Progressive Engagement: A service delivery approach and homeless system orientation that entails: individualized services that are responsive to the needs of each household; an initial assessment and services address the immediate housing crisis with the minimal services needed; frequent re-assessment determines the need for additional services; services that are Voluntary and build on the strengths and resources of each household; households exited to permanent housing as soon as possible; and the ability to access assistance if a household faces homelessness again.
- O. Participant Services: Property-based services that coordinate on-site activities and information and referral services for the purpose of accessing services offered by third-party providers. Participant Services promote resiliency and stability through community asset building. Examples of Participant Services include employment programs; adult education programs; community safety, and participant leadership. Participant Services may be available through referral and/or on-site with at least one staff to coordinate and deliver services. Classes and activities based on participant needs may be offered on site. Activities and services may include such things as nutrition financial literacy classes, employment services, adult education, community building and engagement, and eviction prevention. Participants who participate in employment services and/or who may become employed are not disqualified from remaining in the HTH program.

- P. Permanent Supportive Housing: non-time limited affordable housing for a household that is homeless on entry, and has a condition or disability, such as mental illness, substance use disorder, chronic health issues, or other conditions that create multiple and serious ongoing barriers to housing stability. Households need a long-term high level of services in order to meet the obligations of tenancy and maintain their housing. Tenant holds a rental agreement or lease and may continue tenancy as long as rent is paid and the tenant complies with the rental agreement or lease. Tenants have access to a flexible array of comprehensive services, mostly on site, such as medical and wellness, mental health, substance use disorder, vocational/employment, and life skills. Services are available and encouraged but are not to be required as a condition of tenancy.
- Q. Services Period: The period of time during which Contractor will be paid, funded, or reimbursed according to the terms and conditions of this Contract. If no other date is listed in this Exhibit, the Services Period shall begin when this Exhibit becomes effective, which is the last date of signature of the Contract.
- R. Trauma-Informed Care: An approach to working with people that understands, recognizes, and responds to the impacts of trauma. No one is immune to the impact of trauma, but it is certainly experienced by people facing homelessness. Often, trauma survivors can be re-traumatized by well-meaning providers. Becoming 'trauma-informed' recognizes that people experience many different types of trauma in their lives and their responses vary. By orienting our organizations, environments, services, and day-to-day interactions around the impacts of trauma, we create a safe and healing space for everyone.
- S. Twenty-Four Hour Desk Staff(ing): The front desk staff are responsible for staffing the front desk, admitting participants into the building, checking in and monitoring guests, monitoring security cameras, conducting floor checks, and responding to participants who need assistance, for twenty-four hours per day every day of the year.
- T. Voluntary/Voluntary Services: Flexible services designed primarily to help participants maintain housing. Voluntary services are those that are available to but not demanded of participants (one's housing is not dependent on participation in services), such as service coordination, physical and mental health, substance use management and recovery support, job training, literacy and education, youth and children's programs, and money management. While services are not a condition of tenancy, providers may employ motivational interviewing and other techniques to engage participants in services.

### **III. PROGRAM DESCRIPTION**

The Contractor shall maintain 100 Emergency Housing units for up to 100 Chronically Homeless or at risk of being chronically homeless and at or below 30 percent of King County area median income (AMI) adult individuals at Redmond Emergency Housing, located at 2122 152<sup>nd</sup> Avenue NE, Redmond, Washington.

A. Outcome

1. Increase and maintain the housing stability of homeless households.
2. HTH Supporting Goal #1: Reduce racial and ethnic disproportionality among persons experiencing chronic homelessness in King County.
3. HTH Supporting Goal #3: Increase HTH participant health by providing health care system enrollment and access and demand to integrated healthcare for all HTH participants while they reside in a HTH building.

B. Indicators

1. The number and percentage of households that exit to or retain permanent housing as measured in the Homeless Management Information System (HMIS).
2. In partnership with King County, the Contractor shall work to reduce racial and ethnic disproportionality representative among persons experiencing homelessness for the Participants being housed in the HTH building as reported in HMIS.
3. The number of individuals documented in participant files who upon entry in HTH building enrolled in health care system and/or having access to integrated Healthcare.

#### **IV. EQUITY AND SOCIAL JUSTICE REQUIREMENTS**

A. Accessibility

The Contractor shall evaluate and modify the way in which it provides services so that services are accessible to people with disabilities. Evaluations and modifications shall be consistent with the requirements of the Washington State Law Against Discrimination (RCW 49.60), the Americans with Disabilities Act (ADA), and other applicable statutes.

B. Culturally and linguistically relevant services

The Contractor shall evaluate and modify the way it provides services so that services are culturally and linguistically relevant to Participants. Where possible, the Contractor shall offer a linguistic match of staff who speak the Participant's home language. When a linguistic match is not available or

declined by the Participant, the Contractor shall provide interpretation services at no cost to the Participant.

C. Self-Assessment

The Contractor shall conduct self-assessments, including obtaining input from culturally diverse populations of both Participants and non-Participants, to determine how effectively the Contractor is delivering services funded under this Exhibit in a culturally and linguistically appropriate manner.

D. Ongoing Education

The Contractor shall create or otherwise make available opportunities to ensure its staff participates in continuing education regarding equity and social justice each year. Staff participation in equity and social justice education shall be documented in writing.

V. **SCOPE OF WORK**

A. Participant Eligibility Eligible participants are single adults and couples (18 years of age or older) with a developmental, physical, or behavioral health disability; whose income is at 30 percent or below AMI; and who are Chronically Homeless or, in limited circumstances, At-Risk of Chronic Homelessness.

B. Program Activities

The Contractor shall provide services in accordance with this Exhibit.

1. Emergency Housing programs funded by King County may not charge program participants fees or rent for accessing services.
2. The Contractor shall maintain 100 units of HTH Emergency Housing at the Facility.
3. The Contractor shall use its best efforts to ensure the program is fully occupied for the full term of this Exhibit. Full occupancy is considered achieved when the vacancy rate does not exceed five percent. During the initial phase, a gradual ramp-up in occupancy will be expected to ensure smooth integration. During the term of the Exhibit, DCHS may temporarily waive or change this vacancy threshold as conditions warrant. The City of Redmond must approve any changes to occupancy above 100 participants.
4. The Contractor shall conduct assessments of screened/referred participants for final acceptance into the program, as well as all required documentation of eligibility, including income, Chronically Homeless and At Risk of Chronic Homelessness verification, to be kept in the participant file. For individuals and couples, disability documentation shall be provided for all disabled members of the

household. The Contractor shall provide DCHS with eligibility documentation as required by the following regulations:

- a. Income at time of move-in cannot exceed 30% of King County area median income;
  - b. Chronically Homeless Verification; and
  - c. Disability.
5. The Contractor shall provide Case Management, Housing Support Services, connections to physical and behavioral health care, employment supports, and other services that focus on the elimination of barriers to securing and maintaining permanent housing. To do so, the Contractor shall comply with the following:
- a. The Contractor shall create a Housing Stability Plan for each household and provide Case Management services that are aligned with each individual Housing Stability Plan.
  - b. The Contractor shall not require services as a condition of housing. All services shall be Voluntary Services.
  - c. The Contractor shall have an established formal process for termination of assistance to participants. The process shall be written and provide for due process. Written termination policies and program rules shall be provided to all participants upon entry into a lease.
6. The Contractor shall provide services and operate from a framework that incorporates the following:
- a. Culturally Competent Services;
  - b. Fair and Just Practices;
  - c. Harm Reduction principles;
  - d. Housing First;
  - e. Progressive Engagement; and
  - f. Trauma-Informed Care.
7. The Contractor shall comply with the following:

- a. The Americans with Disabilities Act (ADA), including access to assistive animals;
  - b. Providing Permanent Supportive Housing that is accessible to all participants, including transgender and non-binary individuals, in their self-defined gender; and
  - c. The Contractor shall have a written policy regarding the rights and responsibilities of program participants and applicable service restrictions or barring. Program participants shall be made aware of this policy upon admission or as soon as reasonably possible.
8. There are profound racial and ethnic disproportionalities within the homeless population, with both Black/African American and American Indian/Alaska Natives over six times more likely to be homeless. HTH is committed to seeing an annual reduction in the racial and ethnic demographic disproportionality among persons experiencing chronic homelessness in King County. In an effort to lead with racial equity, the Contractor is expected to ensure that its staff is trained in racial equity frameworks and practice and are undertaking continuous quality improvement and evaluation of this process.
9. The Contractor shall conduct monthly safety inspections for all units and send inspection reports to FMD Emergency Management Coordinator as detailed in the Fire Life and Safety Plan.
10. The Contractor staff shall check on the welfare of participants who have not been seen by staff within 48 hours by going to participant's unit.
11. The Contractor shall participate in DCHS HTH-focused service meetings, trainings, and learning circles. Date and times of these meetings shall be communicated to the Contractor by DCHS no less than five business days prior to the meetings.
12. The Contractor shall advance staff access to training opportunities in Equity, Diversity, and Inclusion (EDI), Trauma-Informed Care and Case Management; and other areas to support case managers and service delivery.
- 12 The Contractor shall have a written process for soliciting and incorporating feedback from participants and other screened, evaluated, or referred individuals into the services provided under this Exhibit for the purposes of improving the experience and outcomes of individuals.



13. The Contractor shall work to further goals and align with the vision outlined in the Implementation Plan.
14. A benefit is available to cover FCS (i.e., tenancy supports and housing Case Management) for Medicaid-eligible individuals with a medical necessity who meet one or more of four defined risk factors. The Contractor shall leverage this resource in order to work towards securing a staff-to-participant ratio of between 1:15 and 1:20. More information can be found on the [AmeriGroup FCS Page](#).
15. The Contractor shall not make any significant changes to an approved program without prior written consent of DCHS. DCHS will consult with the City of Redmond on any significant program changes. Significant changes include, but are not limited to, a change in the agency providing the supportive services, a change in the project site, additions, or deletions in the types of activities listed in this Exhibit, a shift of more than ten percent of funds from one approved type of activity to another over the term of this Exhibit, or a change in the category of participants to be served.
16. Good Neighbor Commitment: In adherence with Redmond Municipal Code 21.57.010 for Permanent Supportive Housing, Transitional Housing, and Emergency Housing the Contractor shall develop and comply with the following terms:
  - a. Program Rules and/or Code of Conduct. Final program rules and code of conduct shall be reviewed and approved by the Redmond Police Department and the City's Director of Planning and Community Development.
  - b. Safety and Security Plan. Final Safety and Security Plan shall be approved by the Redmond Police Department.
  - c. Community Relations Plan. The Community Relations Plan shall be developed in consultation with the local community, site operators, service providers, those with lived experience, and City representatives. The plan shall be approved by the City's Director of Planning and Community Development.
  - d. Approved Parking Management Plan. The Approved Parking Management Plan shall be approved by the City's Director of Planning and Community Development.

- e. Community Advisory Group. The Contractor shall convene and host the Community Advisory Group after the project opens on a schedule agreed upon by the Advisory Group members.

17. Participation in Coordinated Entry for All (CEA):

- a. Coordinated Entry for All (CEA): The Contractor shall participate in CEA, the coordinated entry and assessment system for King County. The requirements for participation with CEA are specified on the King County website:

<https://kingcounty.gov/depts/community-human-services/contracts/requirements/division-contract-requirements.aspx>

- b. The Contractor shall work collaboratively with CEA. This includes having staff trained as CEA assessors, participation in case conferencing, posting available units as required by CEA, and HTH referrals. 35 percent of units will be designated for and filled through referrals under the CEA system.
- c. The Contractor shall work collaboratively with the County, the local jurisdiction, including Redmond's Homeless Outreach Administrator, and local service providers to identified eligible homeless individuals who are living in, near, or who have ties to the City of Redmond.
- d. Local set aside. Thirty-five percent of the units will be designated for and filled through local referrals. The remaining 30 percent of units are undesignated units and will be prioritized for local referral; however, said units may be filled through regional referral in the event that local referral is not available.

18. The Contractor shall participate in the HMIS as specified on the [DCHS website](#).

19. Management and Operation of the Premises:

- a. The Contractor shall develop and provide for approval by DCHS a copy of a comprehensive Program Policies and Operations Manual (PPO Manual) for the Facility during the term of the Exhibit prior to invoicing or, at the discretion of the County. The

PPO Manual shall include, but not be limited to, a description of the physical plant, the participant population, selection, grievance/ appeal and termination policies, the housing program and services, service providers, pet policies, weapon and security policy, storage of participant belongings, required data collection and documentation, and the maintenance and operation of the premises.

- b. Description of the staffing plan. The Contractor shall provide for approval prior to the project opening a description of the staffing plan that includes the following:
  - i. Names and contact information for on-site staff;
  - ii. Number of staff supporting residents and operations;
  - iii. Certification requirements.
  - iv. Staff training programs;
  - v. Staff to client ratios;
  - vi. Roles and responsibilities of all staff; and
  - vii. The prior experience of the operator in managing permanent supportive housing, transitional housing, or emergency housing.
- c. During the Exhibit period, the Contractor shall, subject to the rights of participants, provide DCHS and King County Facilities Management Division access to the Facility for periodic inspections to ensure compliance with the terms of this Contract.

## 20. Environment and Physical Facility:

- a. The Contractor shall ensure facilities are kept in a safe and sanitary condition, and be in good repair with proper ventilation, lighting, and temperature control. A written maintenance plan must exist and made available upon request by DCHS.
- b. The Contractor shall be responsible for maintenance and operations of the Facility, including cleaning, ensuring the Facility is in good repair and operable, removing graffiti, and any other reasonable operations parameters so the Facility is not a safety or community concern.

- c. Restroom facilities and wash bins, with hygienic supplies and/or equipment, shall be provided. A cleaning and maintenance schedule shall be in place that includes sanitizing restrooms on a regular basis as determined by the Contractor.
  - d. The Contractor shall have a written policy for handling sharps (injection equipment, hypodermic needle, and other instruments used to pierce the skin), and as appropriate provide sharps disposal containers in the environment and ensure safe and appropriate disposal.
  - e. The Contractor is strongly encouraged to have hand-cleaning stations such as dispensers of alcohol-based hand sanitizer, near entry doors and/or reception desks.
21. The Contractor shall ensure the following health and safety standards are maintained during the term of this Exhibit:

- a. The Contractor shall ensure that participants understand that they are a vital part of the neighborhood and will facilitate open and on-going communication with neighboring participants, businesses, agencies, and law enforcement in order to promote neighborhood health, safety, and effectively address emerging issues.
- b. Per legal guidelines regarding smoking in workplaces or within 25 feet of workplaces, no smoking shall be allowed in any service spaces. Smoking is also not allowed in the housing units.
- c. The Contractor shall develop, maintain, and follow written policies and procedures for the prevention and control of communicable diseases. Policies shall include components of universal precautions, blood/air borne pathogens, tuberculosis (TB) and other infectious diseases.
- d. The Contractor shall have a complete and accessible First Aid Kit that is stocked with sufficient supplies.
- e. The Contractor is strongly encouraged to have at least one staff or volunteer certified in First Aid and CPR on duty at all times.
- f. The Contractor shall have a process for internal reporting and reviewing of health and safety incidents.

- g. The Contractor shall handle and store hazardous materials, including cleaning supplies and hypodermic needles, appropriately to maintain safety.
- h. The Contractor shall have a written plan and process for reporting elder abuse and domestic violence.
- i. Educational training for all staff and volunteers shall be provided by the Contractor as often as necessary to reinforce safe work practices, but at least annually.
- j. The Contractor shall have a written security plan to deter theft and harm to participants and staff. A weapons policy designed to ensure the safety and security of all participants, staff, and volunteers shall be included in this plan.

22. Public Health Seattle/King County:

- a. The Contractor is strongly encouraged to adhere to and follow “Sanitation and Hygiene Guidance for Homeless Service Providers,” (Guidelines) published on the [Public Health Seattle King County \(Public Health\) website](#).
- b. In the event of an officially declared Public Health emergency, the Contractor shall implement recommendations from Public Health to respond to or prevent disease transmission and participate in coordinated outbreak prevention efforts as needed.

23. DCHS Web-Referenced Definitions or Requirements Site

Language:

If any changes are made to web-referenced definitions or requirements, DCHS shall inform the Contractor in writing within two business days. It shall be the Contractor’s responsibility to review the definition changes via the website and to inform DCHS’ contract manager in writing when the definition review is completed.

C. Milestones and Deliverables

1. The Contractor shall meet the following milestones and deliverables:

- a. Hire and train program staff by thirty days prior to Facility Opening Date.
- b. Develop a lease up/referral plan for the Facility by January 10, 2024.
- c. Develop a draft PPO Manual for the Facility by January 22, 2024.
- d. Provide the facility staffing plan as outlined in Section V. Scope of Work. B.19.b. by January 10, 2024.
- e. Achieve full occupancy within 120 days after the facility opening date.

2. Acceptance of Deliverables

To serve the best interests of King County, the delivery of each Deliverable shall be subject to acceptance by DCHS. DCHS may withhold payment if it rejects or fails to accept a Deliverable;

payment on the Contract shall not be considered acceptance of Work.

DCHS shall provide written notice to the Contractor of DCHS' acceptance or rejection of a Deliverable within fourteen (14) calendar days from the date of DCHS' receipt of such Deliverable. If DCHS does not accept a Deliverable, such notice shall include the reasons for such rejection, and the Contractor shall have fourteen (14) calendar days to cure the identified deficiency(-ies).

## **VI. REPORTING REQUIREMENTS**

- A. The Contractor shall participate in monthly check-ins with DCHS staff either in person or by phone. Check-ins may be reduced or increased in frequency based on program needs and DCHS needs to ensure program accountability and the provision of adequate support for the program.
- B. The Contractor shall report changes to staffing that differ from the staffing included in this Exhibit at a minimum, monthly, and included as comments with the Billing Invoice Package (BIP).
  - 1. The Contractor shall enter and review the HMIS data each month and each quarter to confirm that counts of served, new, exits, unit nights, and households served are accurate, complete, and up to date for the contract associated with this program in HMIS. DCHS may export required reporting data from HMIS, including demographics, as needed.
  - 2. The Contractor shall review the HMIS Data Quality Report each month on the HMIS website and ensure data completeness.
  - 3. The Contractor shall comply with additional reporting requirements as determined in the HTH Performance Measurement and Evaluation (PME) Plan and the Implementation Plan.
  - 4. The meeting and reporting requirements of this Section VI. shall begin on the date this Exhibit becomes effective.
- C. DCHS reserves the right to request additional supporting documentation or information, as needed, and between reporting periods. A minimum of three business days' notice shall be provided to the Contractor. If the Contractor believes such notice is inadequate to prepare the report, it shall work with DCHS to adjust the due date for additional requested information. The Contractor is further required to engage in continuous quality improvement as outlined in the PME Plan in partnership with DCHS.

- D. If, through analysis of the required reports and data or through conversations with the Contractor, it is determined that the program model, as described in this Exhibit, is not successfully or sufficiently serving the King County [population] community, the Contractor agrees to work with DCHS to re-envision the program model, make changes to the PME Plan and adjust the program activities. Such adjustments will be documented in a written amendment to this Exhibit signed by both parties.
- E. The meeting and reporting requirements of this Section VI. shall begin on the date this Exhibit becomes effective.

## **VII. MONITORING AND EVALUATION REQUIREMENTS**

- A. The Contractor shall cooperate fully with DCHS in scheduled monitoring to determine Contract compliance. DCHS shall notify the Contractor of the monitoring schedule with at least five business days advance notice.
- B. The Contractor shall participate as requested by DCHS in DCHS performance measurement activities.
- C. Contractors with funding through HTH shall participate in PME activities as detailed in the PME Plan and Implementation Plan
- D. Contractors collaborate with DCHS PME staff and DCHS program managers to identify the program-specific data elements, performance targets and metrics, and data transmission methods which will be detailed in the PME Plans. Contractors shall also comply with other PME activities associated with other fund sources as applicable.

## **VIII. COMPENSATION AND METHOD OF PAYMENT**

- A. Billing Invoice Package

The Contractor shall submit a BIP in ZoomGrants monthly that consists of an invoice statement along with posted financial statements documenting billed costs, vendor invoice for all costs above \$1,000 in a format approved by the County. Reports shall be submitted successfully before the BIP may be considered complete. The format of reports may be subject to change. The Contractor shall retain on file complete backup documentation for all invoiced costs (including receipts, invoices, timesheets, copies of checks) which shall be made available to DCHS upon request. The BIP is due within fifteen (15) working days after the end of each month. Payment is due and shall be made within 30 days from when the BIP is approved by DCHS. Incomplete or inaccurate BIPs shall be returned to the Contractor for corrections and resubmission.

- B. Eligible Costs



The Contractor shall apply the funds in this Exhibit in accordance with the budget summary below. Total annual payments shall not exceed the annual budgets as listed below:

<b>Line-Item Budget Summary</b>	<b>Operating Year</b>	<b>Annual Budget</b>
Services/Operations/Property Management -HTH Base Funding	01/01/2024 – 12/31/2024	\$2,500,000
Services/Operations/Property Management -HTH Base Funding	01/01/2025 – 12/31/2025	\$2,625,000
Services/Operations/Property Management -One-Time Start Up Funding	11/01/2023 – 12/31/2025	\$50,000
<b>Not to Exceed</b>		<b>\$5,175,000</b>

C. Compensation

Upon the acceptance of the Contractor's services, Deliverables, and/or achievement of Milestones, each as applicable and performed during the Services Period, and the delivery and acceptance of correct BIP, DCHS shall make approve monthly payments.

The total amount of payments to the Contractor shall not exceed \$5,175,000 of this Exhibit unless otherwise approved by King County in writing.

Ongoing funding for the full term of this Exhibit shall also be contingent on the Contractor's implementation of the program as described, continued funding availability, and other contractual requirements contained in the Contract and this Exhibit.

D. Method of Payment

1. The Contractor shall apply the funds in this Contract to the project in accordance with the line-item budget summary outlined in Section VIII.C.
2. The Contractor shall only bill for costs incurred within the services period. The final invoice of the Services Period is due by the 25th day after the Contract end date.
3. The County shall review, on a monthly basis, the Contractor's level of expenditure as reported on invoices and compared to the Contractor's expenditure projections as approved by the County.

Failure to expend funds at the projected rate may result in a reduction of those funds to the Contractor. The level of funds reduction shall be negotiated between the County and the Contractor with the County retaining the authority to set the reduction level. Any recouped funds shall be recaptured by the County.

4. Payment to the Contractor may be withheld for any month in which the Contractor has not satisfied the requirements specified in Section II of this Contract, or in which the BIP is incomplete.
5. The Contractor shall not invoice and charge the County for incurred costs which are also specifically paid for by another source of funds.
6. If the Contractor is temporarily closed due to circumstances such as adverse weather conditions, natural disasters, or any other unforeseen situations that would impede safe operations, the County may waive the sanction for underperformance upon approval of a written explanation from the Contractor. This waiver may be requested for a period of up to 30 days.
7. With written approval from the County, the Contractor may make changes to the line-item project budget for Phase 2, within ten percent of the total budget, without requiring an official contract amendment.

E. Material Changes in Revenue

The Contractor shall advise King County quarterly of any material changes in revenues from sources other than the County that are used to provide the services funded under this Exhibit. The Contractor agrees to re-negotiate, as needed, if the County determines that such changes are substantial.



## Memorandum

**Date:** 12/5/2023  
**Meeting of:** City Council

**File No.** AM No. 23-181  
**Type:** Consent Item

**TO:** Members of the City Council  
**FROM:** Mayor Angela Birney  
**DEPARTMENT DIRECTOR CONTACT(S):**

Human Resources	Cathryn Laird	425-556-2125
-----------------	---------------	--------------

**DEPARTMENT STAFF:**

Human Resources	David Puente	HR Manager - Labor/Policy
-----------------	--------------	---------------------------

**TITLE:**

Approval of the 2024 Pay Plan Updates

- a. Ordinance No. 3138: An Ordinance of the City of Redmond, Washington, Amending Pay Plans "A" and "AF-S," in Order to Set Salaries for Employees Covered by the AFSCME Bargaining Unit for the Year 2024; Providing for Severability and Establishing an Effective Date
- b. Ordinance No. 3139: An Ordinance of the City of Redmond, Washington Amending Pay Plans "R" and "RS," in Order to Set Salaries for Employees Covered by the RCHEA Bargaining Unit for the Year 2024; Providing for Severability and Establishing an Effective Date
- c. Ordinance No. 3140: An Ordinance of the City of Redmond, Washington, Amending Pay Plan "E" for the Year 2024; Providing for Severability and Establishing an Effective Date
- d. Ordinance No. 3141: An Ordinance of the City of Redmond, Washington, Amending Pay Plans "N" and "N-S," in Order to Set Salaries for the Non-Represented Employees for the Year 2024; Providing for Severability and Establishing an Effective Date
- e. Ordinance No. 3142: An Ordinance of the City of Redmond, Washington, Amending Pay Plan "G-S" in Order to Set Salaries for the General Supplemental Employees for the Year 2024; Providing for Severability and Establishing an Effective Date
- f. Ordinance No. 3143: An Ordinance of the City of Redmond, Washington, Amending the 2024 "P" Pay Plan for Employees Covered by the Teamsters Local Union No. 117 Representing Law Enforcement Officers
- g. Ordinance No. 3144: An Ordinance of the City of Redmond, Washington Amending the 2024 "T" Pay Plan for Employees Represented by the Teamsters Local No. 117 Representing Police Lieutenants
- h. Ordinance No. 3145: An Ordinance of the City of Redmond, Washington, Amending Pay Plans "PS" and "S-PS," In Order to Set Salaries for Employees Covered by the Teamsters Local Union No. 117 Bargaining Unit for The Year

2024; Providing for Severability and Establishing an Effective Date

- i. Ordinance No. 3146: An Ordinance of the City of Redmond, Washington, Amending Pay Plan “FS” in Order to Set Salaries for Employees Covered by the Fire Support Bargaining Unit for the Year 2024; Providing for Severability and Establishing an Effective Date
- j. Resolution No. 1580: A Resolution of the City Council of the City of Redmond, Washington Amending Section 3.130 of the Redmond Personnel Manual Excluding the Deputy Fire Director from the List of At-Will Status Classifications

**OVERVIEW STATEMENT:**

Due to the 2024 Cost of Living Adjustments (COLA) and several new classifications being established, the following salaries and pay plans are being updated: AFSCME Regular (“A”) and AFSCME Supplemental (“AF-S”); RCHEA Regular (“R”) and RCHEA Supplemental (“RS”); Non-represented Executive (“E”), Non-represented regular (“N”), Non-represented Supplemental (“N-S”), and General Supplemental (“G-S”); Police Officer, Corporal, and Sergeant (“P”); Police Lieutenants (“T”); Police Support Regular (“PS”) and Police Support Supplemental (“S-PS”); and Fire Support (“FS”). New classifications of Deputy Fire Director and Community Support Officer are being requested. Details of the changes are listed under the “Outcomes” section.

☒ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
City Council is required to authorize salary and/or classification changes to pay plans, in accordance with the City of Redmond Personnel Manual Section 7.10. City Council is required to authorize benefit changes to the Personnel Manual, in accordance with the City of Redmond Personnel Manual Section 1.40.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Approval by City Council is being sought for the following Pay Plan changes:

AFSCME. In accordance with AFSCME’s Collective Bargaining Agreement (CBA) that was negotiated with the union and approved by City Council in 2022, the 2024 COLA for AFSCME “A” and “AF-S” Pay Plans will be 4.5%, based on June 2023 CPI-W, with a minimum of 2% and a maximum of 5%.

RCHEA. In accordance with RCHEA’s CBA that was negotiated with the union and approved by City Council in 2022, the

2024 COLA for RCHEA "R" and "R-S" Pay Plans will be 6%, based on first half 2023 CPI-W, with a minimum of 2% and a maximum of 6%.

Non-Represented. Changes to non-represented "E," "N," "N-S," and "G-S" Pay Plans are provided following the RCHEA percentage of 6% to ensure consistency in treatment between represented and non-represented employees, and to ensure those salary ranges remain within market. An additional change to the "E" pay plan includes adding a new classification, titled Deputy Fire Director.

Police Teamsters. In accordance with Police Teamsters' CBAs that were negotiated with the unions and approved by City Council in 2022, the 2024 COLA for Police "T," "P," "PS," and "S-PS" Pay Plans will be 5%, based on first half 2023 CPI-W, with a minimum of 2% and a maximum of 5%. Additional changes to the Police Support Pay Plans include a Community Support Officer to the "PS" Pay Plan and a Supplemental Community Support Officer to the "S-PS" Pay Plan.

Fire Support. In accordance with Fire Support's CBA that was negotiated with the union and approved by City Council in 2023, the 2024 COLA for Fire Support's "FS" Pay Plan will be 4.5%, based on June 2023 CPI-W, with a minimum of 2% and a maximum of 5%.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

Finance included COLAs and salary adjustments in the 2023-2024 Budget documentation that was presented to Council. This means effective January 1, 2024, salary adjustments are budgeted for and can be provided to employees in the pay plans listed above.

**Approved in current biennial budget:** ☒ Yes ☐ No ☐ N/A

**Budget Offer Number:**  
N/A

**Budget Priority:**  
Strategic and Responsive

**Other budget impacts or additional costs:** ☐ Yes ☐ No ☒ N/A  
**If yes, explain:**  
N/A

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
11/14/2023	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

**Time Constraints:**

Implementation of wage and salary range changes is targeted for January 1, 2024. Approval in 2023 will allow HR and Payroll staff time to complete the required communicating, processing, and implementing of the changes.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not immediately approved or approval is substantially delayed, the result will be calculating retroactive pay, which could result in payroll processing errors due to the complexity of retro-calculations to January 1, 2024. If not approved at all, then there will be no pay plan changes/COLA adjustments, resulting in the union groups filing multiple unfair labor practices (ULPs) against the City for failure to negotiate changes in working conditions (pay) to their CBAs, overall loss of market wage competitiveness, and a potential impact to employee retention, especially for non-represented employees. Annual pay plan updates must be implemented in accordance with the union CBAs that have previously been negotiated with the unions and approved by City Council. Any delays to implementation must be negotiated with the unions prior to the change being effective, with non-represented employees being treated similarly.

**ATTACHMENTS:**

Attachment A: Proposed Salary Ordinance for AFSCME and AFSCME Supplemental Pay Plans

Exhibit 1: 2024 AFSCME Pay Plan "A"

Exhibit 2: 2024 AFSCME Supplemental Pay Plan "AF-S"

Attachment B: Proposed Salary Ordinance for RCHEA and RCHEA Supplemental Pay Plan

Exhibit 1: 2024 RCHEA Pay Plan "R"

Exhibit 2: 2024 RCHEA Pay Plan "RS"

Attachment C: Proposed Salary Ordinance for Executive Pay Plan

Exhibit 1: 2024 Executive Pay Plan "E"

Attachment D: Proposed Salary Ordinance for Non-Represented and Non-Represented Supplemental Pay Plans

Exhibit 1: 2024 Non-Represented Pay Plan "N"

Exhibit 2: 2024 Non-Represented Supplemental Pay Plan "N-S"

Attachment E: Proposed Salary Ordinance for General Supplemental Pay Plan

Exhibit 1: 2024 General Supplemental Pay Plan "G-S"

Attachment F: Proposed Salary Ordinance for Police Officer, Corporal, and Sergeant Pay Plan

Exhibit 1: 2024 Police Officer, Corporal, and Sergeant Pay Plan "P"

Attachment G: Proposed Salary Ordinance for Police Lieutenants Pay Plans

Exhibit 1: 2024 Police Lieutenants Pay Plan "T"

Attachment H: Proposed Salary Ordinance for Police Support and Supplemental Police Support Pay Plans

Exhibit 1: 2024 Police Support Pay Plan "PS"

Exhibit 2: 2024 Supplemental Police Support Pay Plan "S-PS"

Attachment I: Proposed Salary Ordinance for Fire Support

Exhibit 1: 2024 Fire Support Pay Plan "FS"

Attachment J: Resolution Exempting Deputy Fire Director from At Will Status

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING PAY PLANS "A" AND "AF-  
S," IN ORDER TO SET SALARIES FOR EMPLOYEES  
COVERED BY THE AFSCME BARGAINING UNIT FOR THE  
YEAR 2024; PROVIDING FOR SEVERABILITY AND  
ESTABLISHING AN EFFECTIVE DATE

---

WHEREAS, Pay Plan "A" and the Supplemental Pay Plan "AF-S" were established and put into effect as agreed to through the collective bargaining process; and

WHEREAS, the latest salary ranges will now be adjusted and salaries increased in accordance with the AFSCME collective bargaining agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Pay Plan "A" Amended.      Effective January 1, 2024, Pay Plan "A" covering employees represented by Washington State Council of County and City Employees Local 21-RD (AFSCME) is hereby amended and the salary ranges increased 4.5 percent above the ranges in effect on December 31, 2023, as adopted by Ordinance No. 3100. In conjunction with the adjustment of the salary ranges, the salaries of employees covered by the "A" pay plan will be increased across-the-board 4.5 percent. The amended Pay Plan is



attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2.      Pay Plan "AF-S" Amended.      Effective January 1, 2024, the salary ranges in Pay Plan "AF-S," the AFSCME Supplemental Pay Plan, are adjusted to increase the salary ranges 4.5 percent, to within eighty percent (80%) and one-hundred twenty percent (120%) of the salary range minimum for the comparable classifications in Pay Plan "A," above the ranges in effect on December 31, 2023, as adopted by Ordinance No. 3100. In conjunction with the adjustment of the salary ranges, the salaries of employees "AF-S" pay plan will be increased across-the-board 4.5 percent. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

Section 3.      Severability.      If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 4.      Effective Date.      This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of  
December, 2023.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_



## 2024 PAY PLAN "A" - AFSCME

Ordinance No. XXXX

Washington State Council of County and City Employees - Local 21-RD Bargaining Unit

Effective Jan. 1, 2024

			Monthly			Annually		
Grade	FLSA	Position Title	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
A5	NE	Maintenance Aide	\$4,433	\$5,098	\$5,761	\$53,196	\$61,176	\$69,132
A9A	NE	Meter Reader	\$5,198	\$5,977	\$6,756	\$62,376	\$71,724	\$81,072
A8/11	NE	Maintenance Technician	\$5,398	\$6,751	\$8,100	\$64,776	\$81,012	\$97,200
A10	NE	Small Equipment Auto Service Worker	\$5,785	\$6,654	\$7,522	\$69,420	\$79,848	\$90,264
A17	NE	Inventory Control Specialist	\$5,899	\$6,785	\$7,669	\$70,788	\$81,420	\$92,028
A18	NE	Water Quality Cross Connection Specialist	\$6,544	\$7,527	\$8,508	\$78,528	\$90,324	\$102,096
A19	NE	HVAC Technician	\$6,584	\$7,571	\$8,559	\$79,008	\$90,852	\$102,708
A13	NE	Utility Systems Technician	\$6,760	\$7,774	\$8,787	\$81,120	\$93,288	\$105,444
A20	NE	Water Quality Analyst	\$6,809	\$7,830	\$8,851	\$81,708	\$93,960	\$106,212
A21	NE	Traffic Signal Technician	\$6,824	\$7,848	\$8,873	\$81,888	\$94,176	\$106,476
A16	E	Source Control Administrator	\$6,876	\$7,908	\$8,938	\$82,512	\$94,896	\$107,256
A14	NE	Lead Maintenance Worker	\$6,894	\$8,101	\$9,307	\$82,728	\$97,212	\$111,684
A12	NE	Mechanic	\$6,917	\$8,654	\$8,992	\$83,004	\$103,848	\$107,904
A22	NE	Fleet Ops Lead	\$7,190	\$8,268	\$9,346	\$86,280	\$99,216	\$112,152
A15	NE	Lead Traffic Signal Technician	\$7,235	\$8,319	\$9,403	\$86,820	\$99,828	\$112,836
A15	NE	ITS Network Technician	\$7,235	\$8,319	\$9,403	\$86,820	\$99,828	\$112,836



## 2024 Pay Plan "AF-S" AFSCME Supplemental

Ordinance No. Xxx

Washington State Council of County and City Employees - Local 21-RD Bargaining Unit

Effective Jan. 1, 2024

### Hourly

Grade	FLSA	Position Title	Minimum	Midpoint	Maximum
SA5	NE	Maintenance Aide	\$20.46	\$25.58	\$30.69
SA9A	NE	Meter Reader	\$23.99	\$29.99	\$35.99
SA8/11	NE	Maintenance Technician	\$24.91	\$31.14	\$37.37
SA10	NE	Small Equipment Auto Service Worker	\$26.70	\$33.38	\$40.05
SA17	NE	Inventory Control Specialist	\$27.23	\$34.04	\$40.84
SA18	NE	Water Quality Cross Connection Specialist	\$30.20	\$37.75	\$45.30
SA19	NE	HVAC Technician	\$30.39	\$37.99	\$45.58
SA13	NE	Utility Systems Technician	\$31.20	\$39.00	\$46.80
SA20	NE	Water Quality Analyst	\$31.43	\$39.29	\$47.14
SA21	NE	Traffic Signal Technician	\$31.50	\$39.37	\$47.24
SA16	NE*	Source Control Administrator	\$31.74	\$39.67	\$47.60
SA14	NE	Lead Maintenance Worker	\$31.82	\$39.78	\$47.73
SA12	NE	Mechanic	\$31.92	\$39.91	\$47.89
SA22	NE	Fleet Ops Lead	\$33.18	\$41.48	\$49.78
SA15	NE	Lead Traffic Signal Technician	\$33.39	\$41.74	\$50.09
SA15	NE	ITS Network Technician	\$33.39	\$41.74	\$50.09

\*All supplemental employees are marked as non-exempt because they are paid on an hourly basis. This does not impact the FLSA status of the positions on the regular employee pay plan.

CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON AMENDING PAY PLANS "R" AND "RS",  
IN ORDER TO SET SALARIES FOR EMPLOYEES  
COVERED BY THE RCHEA BARGAINING UNIT FOR THE  
YEAR 2024; PROVIDING FOR SEVERABILITY AND  
ESTABLISHING AN EFFECTIVE DATE

---

WHEREAS, Pay Plan "R" and the Supplemental Pay Plan "RS"  
were established and put into effect as agreed to through the  
collective bargaining process; and

WHEREAS, the latest salary ranges will now be adjusted and  
salaries increased in accordance with the RCHEA collective  
bargaining agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND,  
WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Pay Plan "R" Amended.      Effective January 1,  
2024, Pay Plan "R" covering employees represented by the Redmond  
City Hall Employees Association (RCHEA) is hereby amended and the  
salary ranges increased 6 percent above the ranges in effect on  
December 31, 2023, as adopted by Ordinance No. 3096. In  
conjunction with the adjustment of the salary ranges, the  
salaries of employees covered by the "R" pay plan will be  
increased across-the-board 6 percent. The amended Pay Plan is

attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2.      Pay Plan "RS" Amended.      Effective January 1, 2024, the salary ranges in Pay Plan "RS," the RCHEA Supplemental Pay Plan, are adjusted to increase the salary ranges 6 percent, to within eighty percent (80%) and one-hundred ten percent (110%) of the salary range minimum for the comparable classifications in Pay Plan "R," above the ranges in effect on December 31, 2023, as adopted by Ordinance No. 3096. In conjunction with the adjustment of the salary ranges, the salaries of employees "RS" pay plan will be increased across-the-board 6 percent. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

Section 3.      Severability.      If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4.      Effective Date.      This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of  
December, 2023.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_



**2024 Pay Plan "R" - RCHEA Employees**

Ordinance No. xxxx  
Effective January 1, 2024

**By Salary Band**

Band/ Grade	FLSA	Classification	Monthly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
R85			\$10,085	\$11,850	\$13,614	\$121,020	\$142,194	\$163,368
	E	Senior Infrastructure Systems Engineer						
	E	Transportation Strategic Advisor						
R80			\$9,624	\$11,308	\$12,992	\$115,488	\$135,696	\$155,904
	E	Engineer - Senior						
	E	Programmer Analyst - Senior						
R75			\$9,062	\$10,648	\$12,233	\$108,744	\$127,770	\$146,796
	E	Infrastructure Systems Engineer						
	E	Senior Systems Analyst						
	E	Technology Project Manager						
R70			\$8,758	\$10,291	\$11,823	\$105,096	\$123,486	\$141,876
	E	Business Systems Analyst Sr - ERP						
	E	Business Systems Analyst Sr - HRIS						
	E	Engineer						
	E	Environmental Scientist - Senior						
	E	Planner - Principal						
	E	Security and Compliance Analyst						
R65			\$8,244	\$9,687	\$11,129	\$98,928	\$116,238	\$133,548
	E	Planner - Senior						
R60			\$8,027	\$9,432	\$10,837	\$96,324	\$113,184	\$130,044
	E	Business Systems Analyst - ERP						
	E	Business Systems Analyst - HRIS						
	E	Communications & Marketing Project Administrator						
	E	Infrastructure Systems Analyst						
R55			\$7,669	\$9,012	\$10,354	\$92,028	\$108,138	\$124,248
	NE	Building Inspector - Senior						
	E	Business Analyst						
	NE	Construction Inspector - Lead						
	E	Environmental Scientist						
	NE	GIS Analyst - Senior						
	E	Program Administrator						
	E	Programmer Analyst						
R50			\$7,216	\$8,479	\$9,742	\$86,592	\$101,748	\$116,904
	E	Accountant - Senior						
	NE	Building Inspector						
	NE	Construction Inspector						
	NE	Engineer - Associate						
	NE	Engineering Technician - Senior						
	NE	Plans Examiner						
	E	Purchasing Agent - Senior						
	E	Planner						
	E	Technical Systems Coordinator						



**2024 Pay Plan "R" - RCHEA Employees**

Ordinance No. xxxx  
Effective January 1, 2024

**By Salary Band**

Band/ Grade	FLSA	Classification	Monthly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
R45			\$6,902	\$8,110	\$9,317	\$82,824	\$97,314	\$111,804
	NE	Capital & Grant Analyst						
	NE	Code Enforcement Officer						
	E	Financial Analyst						
	NE	GIS Analyst						
	E	Management Analyst						
	NE	Stormwater Inspector						
R40			\$6,682	\$7,852	\$9,021	\$80,184	\$94,218	\$108,252
	E	Accountant						
	NE	Communications & Marketing Specialist						
	NE	Deputy City Clerk						
	NE	Program Coordinator						
	NE	Records Analyst						
R35			\$6,426	\$7,551	\$8,675	\$77,112	\$90,606	\$104,100
	NE	Business Application Specialist						
	NE	Department Administrative Coordinator						
	NE	Planner - Assistant						
	NE	Paralegal						
	NE	Systems Support Specialist						
R30			\$6,020	\$7,074	\$8,127	\$72,240	\$84,882	\$97,524
	NE	Building Inspector Technician						
	NE	Engineering Technician						
	NE	Graphics Designer						
	NE	GIS Data Technician						
	NE	Purchasing Agent						
R25			\$5,681	\$6,675	\$7,668	\$68,172	\$80,094	\$92,016
	NE	Administrative Specialist						
	NE	Accounting Specialist - Senior						
	NE	Legal Assistant						
	NE	Permit Technician						
R20			\$5,402	\$6,348	\$7,293	\$64,824	\$76,170	\$87,516
	NE	Administrative Assistant						
	NE	Engineering Technician - Associate						
	NE	Program Assistant						
R15			\$5,163	\$6,067	\$6,971	\$61,956	\$72,804	\$83,652
	NE	Accounting Specialist						
R10			\$4,483	\$5,268	\$6,052	\$53,796	\$63,210	\$72,624
	NE	Accounting Specialist - Associate						
R05			\$3,935	\$4,624	\$5,312	\$47,220	\$55,482	\$63,744
	NE	Program Aide						

**2024 Pay Plan "R-S" - RCHEA Supplemental**

Ordinance No. xxxx  
 Effective January 1, 2024

**By Salary Band**

Band/ Grade	FLSA	Classification	Hourly		
			Minimum	Midpoint	Maximum
SR85			\$47	\$55	\$64
	NE*	Senior Infrastructure Systems Engineer			
	NE*	Transportation Strategic Advisor			
SR80			\$44	\$53	\$61
	NE*	Engineer - Senior			
	NE*	Programmer Analyst - Senior			
SR75			\$42	\$50	\$58
	NE*	Infrastructure Systems Engineer			
	NE*	Senior Systems Analyst			
	NE*	Technology Project Manager			
SR70			\$40	\$48	\$56
	NE*	Business Systems Analyst Sr - ERP			
	NE*	Business Systems Analyst Sr - HRIS			
	NE*	Engineer			
	NE*	Environmental Scientist - Senior			
	NE*	Planner - Principal			
	NE*	Security and Compliance Analyst			
SR65			\$38	\$45	\$52
	NE*	Planner - Senior			
SR60			\$37	\$44	\$51
	NE*	Business Systems Analyst - ERP			
	NE*	Business Systems Analyst - HRIS			
	NE*	Communications & Marketing Project Administrator			
	NE*	Infrastructure Systems Analyst			
SR55			\$35	\$42	\$49
	NE	Building Inspector - Senior			
	NE*	Business Analyst			
	NE	Construction Inspector - Lead			
	NE*	Environmental Scientist			
	NE	GIS Analyst - Senior			
	NE*	Program Administrator			
	NE*	Programmer Analyst			
SR50			\$33	\$40	\$46
	NE*	Accountant - Senior			
	NE	Building Inspector			
	NE	Construction Inspector			
	NE	Engineer - Associate			
	NE	Engineering Technician - Senior			
	NE	Plans Examiner			
	NE*	Purchasing Agent - Senior			
	NE*	Planner			
	NE*	Technical Systems Coordinator			
SR45			\$32	\$38	\$44
	NE	Capital & Grant Analyst			
	NE	Code Enforcement Officer			
	NE*	Financial Analyst			
	NE	GIS Analyst			
	NE*	Management Analyst			
	NE	Stormwater Inspector			

**2024 Pay Plan "R-S" - RCHEA Supplemental**

Ordinance No. xxxx  
 Effective January 1, 2024

## By Salary Band

Band/ Grade	FLSA	Classification	Hourly		
			Minimum	Midpoint	Maximum
SR40			\$31	\$37	\$42
	NE*	Accountant			
	NE	Communications & Marketing Specialist			
	NE	Deputy City Clerk			
	NE	Program Coordinator			
	NE	Records Analyst			
SR35			\$30	\$35	\$41
	NE	Business Application Specialist			
	NE	Department Administrative Coordinator			
	NE	Planner - Assistant			
	NE	Paralegal			
	NE	Systems Support Specialist			
SR30			\$28	\$33	\$38
	NE	Building Inspector Technician			
	NE	Engineering Technician			
	NE	Graphics Designer			
	NE	GIS Data Technician			
	NE	Purchasing Agent			
SR25			\$26	\$31	\$36
	NE	Administrative Specialist			
	NE	Accounting Specialist - Senior			
	NE	Legal Assistant			
	NE	Permit Technician			
SR20			\$25	\$30	\$34
	NE	Administrative Assistant			
	NE	Engineering Technician - Associate			
	NE	Program Assistant			
SR15			\$24	\$28	\$33
	NE	Accounting Specialist			
SR10			\$21	\$25	\$28
	NE	Accounting Specialist - Associate			
SR05			\$18	\$22	\$25
	NE	Program Aide			

\*All supplemental employees are marked as non-exempt because they are paid on an hourly basis. This does not impact the FLSA status of the positions on the regular employee pay plan.

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING PAY PLAN "E" FOR THE YEAR  
2024; PROVIDING FOR SEVERABILITY AND  
ESTABLISHING AN EFFECTIVE DATE

---

WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the respective pay plan for executive employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Pay Plan Amended.      (A) Effective January 1, 2024, Pay Plan "E" covering executive employees is hereby amended and the salary ranges increased 6 percent above the ranges in effect on December 31, 2023, as adopted by Ordinance No. 3101. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by Pay Plan "E" will be increased across-the-board 6 percent up to the maximum salary of the employee's pay band, with any amount that exceeds the maximum salary of the band being paid to the employee in a lump sum.

The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

(B) Effective January 1, 2024, the following classifications are created and added to the Pay Plan "E": Deputy Fire Director.

Section 2.        Severability.    If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3.        Effective Date.    This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of December,  
2023.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_

**2024 Pay Plan "E" - Executive**

Ordinance No. xxxx  
Effective January 1, 2024

			Monthly			Annual		
Grade	FLSA	Classification	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
EX21			\$15,706	\$18,848	\$21,989	\$188,472	\$226,176	\$263,868
EX21	E	Chief Operating Officer						
EX20			\$14,086	\$16,904	\$19,721	\$169,032	\$202,848	\$236,652
EX20	E	Fire Chief						
EX20	E	Police Chief						
EX20	E	Public Works Director						
EX15			\$13,582	\$16,298	\$19,014	\$162,984	\$195,576	\$228,168
EX15	E	Chief Information Officer						
EX15	E	Finance Director						
EX15	E	Human Resources Director						
EX15	E	Parks Director						
EX15	E	Planning Director						
EX10			\$12,766	\$15,001	\$17,235	\$153,192	\$180,012	\$206,820
EX10	E	Deputy Fire Chief						
EX10	E	Deputy Police Chief						
EX10	E	Deputy Public Works Director/City Engineer						
EX10	E	Deputy Tech & Information Services (TIS) Director						
EX05			\$12,214	\$14,352	\$16,489	\$146,568	\$172,224	\$197,868
EX05	E	Deputy Executive Department Director						
EX05	E	Deputy Finance Director						
EX05	E	Deputy Fire Director						
EX05	E	Deputy Human Resources Director						
EX05	E	Deputy Parks Director						
EX05	E	Deputy Planning & Community Dev (PCD) Director						
EX05	E	Deputy Public Works Director						

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING PAY PLANS "N" AND "N-S,"  
IN ORDER TO SET SALARIES FOR THE NON-  
REPRESENTED EMPLOYEES FOR THE YEAR 2024;  
PROVIDING FOR SEVERABILITY AND ESTABLISHING AN  
EFFECTIVE DATE

---

WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the pay plans for non-represented employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Pay Plan "N" Amended.      Effective January 1, 2024, Pay Plan "N" covering Non-Represented employees is hereby amended and the salary ranges adjusted according to the new banded salary structure and increased by 6 percent. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by the "N" pay plan will be increased across-the-board 6 percent up to the maximum salary of the employee's pay band, with any amount that exceeds the maximum salary of the band being paid to the employee in a lump sum.



The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2.      Pay Plan "N-S" Amended.    Effective January 1, 2024, the salary ranges in Pay Plan "N-S", the Non-Represented Supplemental Pay Plan, are also adjusted to increase the salary ranges, according to the new banded salary structure, to within eighty percent (80%) and one-hundred ten percent (110%) of the salary range minimum for the comparable classifications in Pay Plan "N". In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by "N-S" pay plan will be increased across-the-board 6 percent up to the maximum salary of the employee's pay band, with any amount that exceeds the maximum salary of the band being paid to the employee in a lump sum. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

Section 3.      Severability.      If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 4.      Effective Date.      This ordinance shall take effect five days after its publication, or publication of a summary

thereof, in the City's official newspaper, or as otherwise provided  
by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of December,  
2023.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_

**2024 Pay Plan "N" - Non-Represented Employees**

Ordinance No. xxxx  
 Effective January 1, 2024

**By Salary Band**

Grade	FLSA	Classification	Monthly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
<b>N60</b>			\$13,464	\$15,350	\$17,235	\$161,568	\$184,200	\$206,820
N60	E	Police Captain						
<b>N55</b>			\$11,585	\$13,612	\$15,639	\$139,020	\$163,344	\$187,668
N55	E	Chief Policy Advisor						
N55	E	City Engineer						
N55	E	Engineering Manager						
N55	E	Information Services Manager						
N55	E	Police Support Civilian Commander						
N55	E	Project Management Office Manager						
N55	E	Security Compliance Manager						
N55	E	Supervising Attorney						
<b>N50</b>			\$10,296	\$12,098	\$13,900	\$123,552	\$145,176	\$166,800
N50	E	Engineering Supervisor						
N50	E	Finance Manager						
N50	E	Parks Manager						
N50	E	Planning Manager						
N50	E	Public Works Maintenance Manager						
N50	E	Utilities Manager						
<b>N45</b>			\$9,759	\$11,468	\$13,176	\$117,108	\$137,616	\$158,112
N45	E	City Clerk						
N45	E	Communications and Marketing Manager						
N45	E	Emergency Preparedness Manager						
N45	E	Human Resources Manager						
N45	E	Information Services Supervisor						
N45	E	Purchasing/Contracting Manager						
N45	E	Utilities Supervisor						
<b>N40</b>			\$8,893	\$10,450	\$12,007	\$106,716	\$125,400	\$144,084
N40	E	Communications Dispatch Manager						
N40	E	Deputy Prosecuting Attorney						
N40	E	Police Support Services Manager						
<b>N35</b>			\$8,415	\$9,888	\$11,360	\$100,980	\$118,656	\$136,320
N35	E	Communications and Marketing Supervisor						
N35	E	Development Services Supervisor						
N35	E	Diversity Equity Inclusion Program Advisor						
N35	E	Financial Analyst - Senior						
N35	E	Inspection Supervisor						
N35	E	Maintenance and Operations Supervisor						
N35	E	Management Analyst - Senior						
N35	E	Program Manager						
N35	E	Real Property Manager						

**2024 Pay Plan "N" - Non-Represented Employees**

Ordinance No. xxxx  
 Effective January 1, 2024

**By Salary Band**

			Monthly			Annual		
Grade	FLSA	Classification	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
N30			\$7,891	\$9,272	\$10,652	\$94,692	\$111,264	\$127,824
N30	E	Administrative Supervisor						
N30	E	Finance Supervisor						
N30	E	Human Resources Analyst - Senior						
N30	E	Parks Supervisor						
N25			\$7,200	\$8,460	\$9,719	\$86,400	\$101,520	\$116,628
N25	NE	Human Resources Analyst						
N25	NE	Risk Program Coordinator						
N20			\$6,841	\$8,039	\$9,236	\$82,092	\$96,468	\$110,832
N20	E	Executive Analyst						
N20	E	Financial Analyst						
N15			\$6,338	\$7,447	\$8,556	\$76,056	\$89,364	\$102,672
N15	NE	Department Administrative Coordinator						
N15	NE	Police Crime Analyst (Limited Duration)						
N15	NE	Police Program Coordinator						
N10			\$5,826	\$6,846	\$7,865	\$69,912	\$82,152	\$94,380
N10	NE	Accounting Associate - Senior						
N10	NE	Administrative Specialist						
N10	NE	Payroll Analyst						
N05			\$5,381	\$6,322	\$7,263	\$64,572	\$75,864	\$87,156
N05	NE	Administrative Assistant						

**2024 Pay Plan "N-S" - Non-Represented Employees Supplemental**
**Ordinance No. xxxx**
**Effective January 1, 2024**
**By Salary Band**

			Hourly		
Grade	FLSA	Classification	Minimum	Midpoint	Maximum
SNR60			\$62	\$74	\$85
SNR60	NE*	Police Captain			
SNR55			\$53	\$63	\$74
SNR55	NE*	Chief Policy Advisor			
SNR55	NE*	City Engineer			
SNR55	NE*	Engineering Manager			
SNR55	NE*	Information Services Manager			
SNR55	NE*	Police Support Civilian Commander			
SNR55	NE*	Project Management Office Manager			
SNR55	NE*	Security Compliance Manager			
SNR55	NE*	Supervising Attorney			
SNR50			\$48	\$56	\$65
SNR50	NE*	Engineering Supervisor			
SNR50	NE*	Finance Manager			
SNR50	NE*	Parks Manager			
SNR50	NE*	Planning Manager			
SNR50	NE*	Public Works Maintenance Manager			
SNR50	NE*	Utilities Manager			
SNR45			\$45	\$53	\$62
SNR45	NE*	City Clerk			
SNR45	NE*	Communications and Marketing Manager			
SNR45	NE*	Emergency Preparedness Manager			
SNR45	NE*	Human Resources Manager			
SNR45	NE*	Information Services Supervisor			
SNR45	NE*	Purchasing/Contracting Manager			
SNR45	NE*	Utilities Supervisor			
SNR40			\$41	\$49	\$56
SNR40	NE*	Communications Dispatch Manager			
SNR40	NE*	Deputy Prosecuting Attorney			
SNR40	NE*	Police Support Services Manager			
SNR35			\$39	\$46	\$53
SNR35	NE*	Communications and Marketing Supervisor			
SNR35	NE*	Development Services Supervisor			
SNR35	NE*	Diversity Equity Inclusion Program Advisor			
SNR35	NE*	Financial Analyst - Senior			
SNR35	NE*	Inspection Supervisor			
SNR35	NE*	Maintenance and Operations Supervisor			
SNR35	NE*	Management Analyst - Senior			
SNR35	NE*	Program Manager			
SNR35	NE*	Real Property Manager			

**2024 Pay Plan "N-S" - Non-Represented Employees Supplemental**
**Ordinance No. xxxx**
**Effective January 1, 2024**
**By Salary Band**

			Hourly		
Grade	FLSA	Classification	Minimum	Midpoint	Maximum
SNR30			\$36	\$43	\$50
SNR30	NE*	Administrative Supervisor			
SNR30	NE*	Finance Supervisor			
SNR30	NE*	Human Resources Analyst - Senior			
SNR30	NE*	Parks Supervisor			
SNR25			\$33	\$39	\$46
SNR25	NE	Human Resources Analyst			
SNR25	NE	Risk Program Coordinator			
SNR20			\$32	\$37	\$43
SNR20	NE*	Executive Analyst			
SNR20	NE*	Financial Analyst			
SNR15			\$29	\$35	\$40
SNR15	NE	Department Administrative Coordinator			
SNR15	NE	Police Crime Analyst (Limited Duration)			
SNR15	NE	Police Program Coordinator			
SNR10			\$27	\$32	\$37
SNR10	NE	Accounting Associate - Senior			
SNR10	NE	Administrative Specialist			
SNR10	NE	Payroll Analyst			
SNR05			\$25	\$29	\$34
SNR05	NE	Administrative Assistant			

\*All supplemental employees are marked as non-exempt because they are paid on an hourly basis. This does not impact the FLSA status of the positions on the regular employee pay plan.

CITY OF REDMOND  
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING PAY PLAN "G-S" IN ORDER  
TO SET SALARIES FOR THE GENERAL SUPPLEMENTAL  
EMPLOYEES FOR THE YEAR 2024; PROVIDING FOR  
SEVERABILITY AND ESTABLISHING AN EFFECTIVE  
DATE

---

WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the pay plans for general supplemental employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Pay Plan "G-S" Amended.      Effective January 1, 2024, Pay Plan "G-S" covering general supplemental employees is hereby amended and the salary ranges adjusted 6 percent above the ranges in effect on December 31, 2023, as adopted by Ordinance No. 3103. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by the "G-S" pay plans will be increased across-the-board 6 percent. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2.      Severability.      If any section, sentence, clause, or phrase of this ordinance should be held to be invalid



or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3.      Effective Date.      This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of December,  
2023.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_

**2024 Pay Plan "G-S" - General Supplemental**

Ordinance No. xxxx

Effective January 1, 2024

Hourly

Grade	FLSA	Position Title	Minimum	Midpoint	Maximum
S23	NE	Farm Animal Caretaker	\$17.34	\$19.82	\$22.30
S24	NE	Recreation Aide	\$17.34	\$19.82	\$22.30
S25	NE	Nutrition Assistant	\$17.34	\$20.45	\$23.54
S26	NE	Beachfront Lifeguard	\$18.58	\$22.30	\$26.02
S27	NE	Recreation Instructor	\$18.58	\$30.97	\$43.36
S28	NE	Fitness Instructor	\$18.58	\$30.97	\$43.36
S29	NE	Recreation Leader	\$18.58	\$22.30	\$26.02
S30	NE	Guest Services Representative	\$18.58	\$22.30	\$26.02
S31	NE	Equestrian Instructor	\$19.82	\$24.78	\$29.73
S32	NE	Audio Visual Media Specialist	\$19.82	\$24.78	\$29.73
S33	NE	Beachfront Assistant Manager	\$21.06	\$24.78	\$28.49
S34	NE	Beachfront Manager	\$22.30	\$26.02	\$29.73
S35	NE	Recreation Specialist	\$22.30	\$32.21	\$42.12
S37	NE	Intern, High School	\$16.68	\$18.58	\$22.30
S38	NE	Intern, College	\$18.58	\$23.24	\$27.88
S39	NE	Intern, Graduate Program	\$23.24	\$29.73	\$37.17

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING THE 2024 "P" PAY PLAN FOR  
EMPLOYEES COVERED BY THE TEAMSTERS LOCAL UNION  
NO. 117 REPRESENTING LAW ENFORCEMENT OFFICERS

---

WHEREAS, Pay Plan "P" was established and put into effect as  
agreed to through the collective bargaining process; and

WHEREAS, the salary ranges will now be adjusted in accordance  
with the negotiated agreement with the Teamsters local Union No.117  
bargaining unit, representing Law Enforcement Officers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND,  
WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Pay Plan Amended.    Effective January 1, 2024,  
Pay Plan "P" covering all employees in the Teamsters bargaining  
unit, representing law enforcement officers, is hereby amended and  
the salary ranges increased 5 percent above the salary ranges in  
effect on December 31, 2023, as adopted by Ordinance No. 3088. In  
conjunction with the adjustment of the salary ranges, the salaries  
for all employees covered by Pay Plan "P" will be increased by the  
5 percent. The amended pay plan is attached as Exhibit 1 and  
incorporated herein as if set forth in full.

Section 2.      Severability.      If any section, sentence,  
clause or phrase of this ordinance should be held to be invalid or  
unconstitutional by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3.      Effective Date.      This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_



**2024 PAY PLAN "P" - POLICE OFFICER, CORPORAL, AND SERGEANT**

Ordinance No. xxxx

Effective Jan. 1, 2024

Teamsters Local Union No. 117

Grade	FLSA	Position Title	Step	Duration	Monthly	Annually
C1	NE	Police Officer	A	0-12m	\$8,487	\$101,844
			B	13-24m	\$8,716	\$104,592
			C	25-36m	\$9,158	\$109,896
			D	37-48m	\$9,388	\$112,656
			E	49m+	\$9,828	\$117,936
C2	NE	Corporal	A		\$10,812	\$129,744
C5	NE	Sergeant	A	0-12m	\$12,032	\$144,384
			B	13-24m	\$12,392	\$148,704

**CITY OF REDMOND**  
**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON AMENDING THE 2024 "T" PAY PLAN  
FOR EMPLOYEES REPRESENTED BY THE TEAMSTERS  
LOCAL NO. 117 REPRESENTING POLICE  
LIEUTENANTS

---

WHEREAS, Pay Plan "T" was established and put into effect as agreed to through the collective bargaining process; and

WHEREAS, the salary ranges will now be adjusted in accordance with the negotiated agreement with the Teamsters local Union No. 117 bargaining unit, representing Police Lieutenants.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Pay Plan Amended.      Effective January 1, 2024, Pay Plan "T" covering all employees in the Teamsters Police Lieutenants bargaining unit is hereby amended and the salary ranges adjusted by 5 percent, above the ranges in effect on December 31, 2023. In conjunction with the adjustment of the salary ranges, the salaries for all employees covered by Pay Plan "T" will be increased across the board by 5 percent. The 2024 Pay Plan "T" is attached as Exhibit 2 and incorporated herein as if set forth in full.

Section 2.      Severability.      If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3.      Effective Date.      This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.



ADOPTED by the Redmond City Council this \_\_\_\_\_ day of  
December, 2023.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_



**2024 PAY PLAN "T" LIEUTENANTS**

Ordinance No. xxxx  
Police Lieutenants  
Effective January 1, 2024

Grade	FLSA	Position Title	Step	Duration	Monthly	Annually
T01	E	Lieutenant	A	0-12m	\$14,717	\$176,604
			B	13-24m	\$15,232	\$182,784
			C	25-36m	\$15,751	\$189,012

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING PAY PLANS "PS" AND "S-  
PS," IN ORDER TO SET SALARIES FOR EMPLOYEES  
COVERED BY THE TEAMSTERS LOCAL UNION NO. 117  
BARGAINING UNIT FOR THE YEAR 2024; PROVIDING  
FOR SEVERABILITY AND ESTABLISHING AN  
EFFECTIVE DATE

---

WHEREAS, Pay Plan "PS" and the Supplemental Pay Plan "S-  
PS" were established and put into effect the negotiated salary  
ranges agreed to through the collective bargaining process and  
adopted; and

WHEREAS, the salary ranges will now be adjusted in  
accordance with the negotiated agreement with the Teamsters  
local Union No.117 bargaining unit, representing Police Support  
employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND,  
WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Pay Plan Amended.      (A) Effective January 1,  
2024, Pay Plan "PS" covering all employees in the Police Support  
bargaining unit is hereby amended and the salary ranges adjusted  
by 5 percent, above the ranges in effect on December 31, 2023 as  
adopted by Ordinance No. 3104. In conjunction with the  
adjustment of the salary ranges, the salaries for all employees  
covered by the Police Support bargaining unit will increase

across-the-board by 5 percent. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

(B) Effective January 1, 2024, the Community Support Officer classification is created and added to the Pay Plan "PS".

Section 2. Pay Plan "S-PS". (A) Effective January 1, 2024, Supplemental Pay Plan "S-PS" covering supplemental Police Support employees is hereby adjusted to reflect pay ranges that represent 80 percent to 110 percent of the lowest pay for a comparable Regular position, as adopted by Ordinance No. 3104. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

(B) Effective January 1, 2024, the Supplemental Community Support Officer classification is created and added to the Pay Plan "S-PS".

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect five days after its publication, or publication of a

summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of  
December, 2023.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_



**2024 PAY PLAN PS\* - POLICE SUPPORT**

Ordinance No. xxxx

Teamsters Local No. 117 - Representing the Police Support Bargaining Unit

Effective January 1, 2024

Grade	FLSA	Position Title	Step	Duration	Monthly	Annual
C30	NE	Police Public Information Officer	A	0-12 mos	\$7,685	\$92,220
			B	13-24 mos	\$7,992	\$95,904
			C	25-36 mos	\$8,312	\$99,744
			D	37-48 mos	\$8,645	\$103,740
			E	49-60 mos	\$8,990	\$107,880
			F	61 + mos	\$9,349	\$112,188
C113	NE	Crime Analyst	A	0-12 mos	\$7,175	\$86,100
			B	13-24 mos	\$7,461	\$89,532
			C	25-36 mos	\$7,761	\$93,132
			D	37-48 mos	\$8,070	\$96,840
			E	49-60 mos	\$8,394	\$100,728
			F	61 + mos	\$8,730	\$104,760
C116	NE	Police Program Coordinator	A	0-12 mos	\$7,389	\$88,668
			B	13-24 mos	\$7,685	\$92,220
			C	25-36 mos	\$7,992	\$95,904
			D	37-48 mos	\$8,312	\$99,744
			E	49-60 mos	\$8,645	\$103,740
			F	61 + mos	\$8,990	\$107,880
C13	NE	Communications Dispatcher	A	0-12 mos	\$6,387	\$76,644
			B	13-24 mos	\$6,642	\$79,704
			C	25-36 mos	\$6,908	\$82,896
			D	37-48 mos	\$7,184	\$86,208
			E	49-60 mos	\$7,472	\$89,664
			F	61 + mos	\$7,770	\$93,240
C15	NE	Lead Communications Dispatcher	A	0-12 mos	\$7,112	\$85,344
			B	13-24 mos	\$7,395	\$88,740
			C	25-36 mos	\$7,691	\$92,292
			D	37-48 mos	\$7,999	\$95,988
			E	49-60 mos	\$8,318	\$99,816
			F	61 + mos	\$8,651	\$103,812



**2024 PAY PLAN PS\* - POLICE SUPPORT**

Ordinance No. xxxx

Teamsters Local No. 117 - Representing the Police Support Bargaining Unit

Effective January 1, 2024

Grade	FLSA	Position Title	Step	Duration	Monthly	Annual
C14	NE	Lead Police Support Services Specialist	A	0-12 mos	\$6,434	\$77,208
			B	13-24 mos	\$6,693	\$80,316
			C	25-36 mos	\$6,959	\$83,508
			D	37-48 mos	\$7,238	\$86,856
			E	49-60 mos	\$7,526	\$90,312
			F	61 + mos	\$7,828	\$93,936
C25	NE	Police Support Public Records Specialist	A	0-12 mos	\$6,125	\$73,500
			B	13-24 mos	\$6,369	\$76,428
			C	25-36 mos	\$6,623	\$79,476
			D	37-48 mos	\$6,889	\$82,668
			E	49-60 mos	\$7,165	\$85,980
			F	61 + mos	\$7,451	\$89,412
C115	NE	Legal Advocate	A	0-12 mos	\$6,222	\$74,664
			B	13-24 mos	\$6,472	\$77,664
			C	25-36 mos	\$6,731	\$80,772
			D	37-48 mos	\$6,999	\$83,988
			E	49-60 mos	\$7,280	\$87,360
			F	61 + mos	\$7,571	\$90,852
TBD	NE	Community Support Officer	A	0-12 mos	\$5,983	\$71,796
			B	13-24 mos	\$6,222	\$74,664
			C	25-36 mos	\$6,471	\$77,652
			D	37-48 mos	\$6,730	\$80,760
			E	49-60 mos	\$6,999	\$83,988
			F	61 + mos	\$7,279	\$87,348
C19	NE	Property Evidence Technician	A	0-12 mos	\$5,863	\$70,356
			B	13-24 mos	\$6,097	\$73,164
			C	25-36 mos	\$6,342	\$76,104
			D	37-48 mos	\$6,595	\$79,140
			E	49-60 mos	\$6,859	\$82,308
			F	61 + mos	\$7,134	\$85,608





## 2024 PAY PLAN PS\* - POLICE SUPPORT

Ordinance No. xxxx

Teamsters Local No. 117 - Representing the Police Support Bargaining Unit

Effective January 1, 2024

Grade	FLSA	Position Title	Step	Duration	Monthly	Annual
C11	NE	Police Support Services Specialist	A	0-12 mos	\$5,888	\$70,656
	NE	Police Support Administrative Specialist	B	13-24 mos	\$6,125	\$73,500
			C	25-36 mos	\$6,369	\$76,428
			D	37-48 mos	\$6,623	\$79,476
			E	49-60 mos	\$6,889	\$82,668
			F	61 + mos	\$7,165	\$85,980
C20	NE	Police Support Administrative Assistant	A	0-12 mos	\$5,493	\$65,916
			B	13-24 mos	\$5,712	\$68,544
			C	25-36 mos	\$5,941	\$71,292
			D	37-48 mos	\$6,178	\$74,136
			E	49-60 mos	\$6,425	\$77,100
			F	61 + mos	\$6,682	\$80,184

\*All pay rates include the 1.25% accreditation pay. Should the Police Department lose its accreditation, the rates will be reduced by 1.25%.



**2024 PAY PLAN "S-PS" - SUPPLEMENTAL POLICE SUPPORT**

Ordinance No. xxxx

Teamsters Local No. 117 - Representing the Police Support Bargaining Unit

Effective January 1, 2024

Grade	FLSA	Position Title	Minimum*	Maximum*
SP30	NE	Supplemental Police Public Information Officer	\$35.47	\$48.77
SP10	NE	Supplemental Crime Analyst	\$33.12	\$45.53
SP16	NE	Supplemental Police Program Coordinator	\$34.10	\$46.89
SP3	NE	Supplemental Communications Dispatcher	\$29.48	\$40.53
SP8	NE	Supplemental Lead Communications Dispatcher	\$32.82	\$45.13
SP4	NE	Supplemental Lead Police Support Services Specialist	\$29.70	\$40.83
SP25	NE	Supplemental Police Support Public Records Specialist	\$28.27	\$38.87
SP5	NE	Supplemental Legal Advocate	\$28.72	\$39.49
TBD	NE	Supplemental Community Support Officer	\$27.61	\$37.97
SP1	NE	Supplemental Property Evidence Technician	\$27.06	\$37.21
SP2	NE	Supplemental Police Support Services Specialist	\$27.18	\$37.37
SP14	NE	Supplemental Police Support Administrative Assistant	\$25.35	\$34.86
SP15	NE	Supplemental Police Support Administrative Specialist	\$27.18	\$37.37

\* 80-110% of the lowest pay for comparable regular position

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING PAY PLAN "FS" IN ORDER TO  
SET SALARIES FOR EMPLOYEES COVERED BY THE FIRE  
SUPPORT BARGAINING UNIT FOR THE YEAR 2024;  
PROVIDING FOR SEVERABILITY AND ESTABLISHING AN  
EFFECTIVE DATE

---

WHEREAS, Pay Plan "FS" was established and put into effect as  
agreed to through the collective bargaining process; and

WHEREAS, the latest salary ranges will now be adjusted and  
salaries increased in accordance with the Fire Support collective  
bargaining agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND,  
WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Pay Plan "FS" Amended      Effective January 1,  
2024, Pay Plan "FS" covering employees represented by the Redmond  
Fire Fighters Union No. 2829, I.A.F.F., Representing the Fire  
Support Bargaining Unit, is hereby amended and the salary ranges  
adjusted 4.5 percent above the ranges in effect on December 31,  
2023, as adopted by Ordinance No. 3111. In conjunction with the  
adjustment of the salary ranges, the salaries of all employees  
covered by the "FS" pay plan will be increased across-the-board  
4.5 percent. The amended Pay Plan is attached as Exhibit 1 and  
incorporated herein as if set forth in full.

Section 2.        Severability.     If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3.        Effective Date.    This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of December,  
2023.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_

**CITY OF REDMOND  
RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF REDMOND, WASHINGTON AMENDING SECTION  
3.130 OF THE REDMOND PERSONNEL MANUAL  
EXCLUDING DEPUTY FIRE DIRECTOR FROM THE LIST  
OF AT-WILL STATUS CLASSIFICATIONS

---

WHEREAS, the city has created a classification of Deputy  
Fire Director; and

WHEREAS, all members of the Fire Department except the Fire  
Chief are covered under Civil Service; and

WHEREAS, the Redmond Personnel Manual Section 3.130 should  
be amended to include Deputy Fire Director as a deputy director  
position that is not considered at-will.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND,  
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1.      At Will Status.      Effective January 1, 2024,  
Section 3.130 of the Redmond Personnel Manual is amended as  
follows:

3.130 At-Will Status

Employment Status

At-will employment means that either the employee or the  
City may terminate the employment relationship at any time, with  
or without cause. The authority to terminate an at-will employee

lies with the Mayor or department director as described in this section.

What City Employees are At-Will?

Department Directors\_and Mayor's Staff.

Department directors and employees on the Mayor's staff who are not bargaining unit members are at-will employees who serve at the pleasure of the Mayor.

Deputy Directors.

Deputy directors (except Deputy Fire Chief and Deputy Fire Director) are not bargaining unit members and are at-will employees who serve at the pleasure of their department director.

Newly Hired Employees.

Newly hired individuals are at-will employees during their probation period and serve at the pleasure of their department director.

Section 2. Effective Date. This resolution shall become effective January 1, 2024.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of  
December, 2023.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: \_\_\_\_\_





## Memorandum

**Date:** 12/5/2023  
**Meeting of:** City Council

**File No.** AM No. 23-182  
**Type:** Consent Item

**TO:** Members of the City Council  
**FROM:** Mayor Angela Birney  
**DEPARTMENT DIRECTOR CONTACT(S):**

Human Resources	Cathryn Laird	425-556-2125
-----------------	---------------	--------------

**DEPARTMENT STAFF:**

Human Resources	David Puente	HR Manager - Labor/Policy
-----------------	--------------	---------------------------

**TITLE:**

Approval of the One-Year 2024 Collective Bargaining Agreement for the Redmond Fire Fighters Union #2829, I.A.F.F.

- a. Ordinance No. 3147: An Ordinance of the City of Redmond, Washington Amending the 2024 F Pay Plan for Employees Covered by the International Association of Fire Fighters No. 2829 Union Representing the Represented Uniformed Employees in the Fire Department

**OVERVIEW STATEMENT:**

This memo seeks approval of a one-year Collective Bargaining Agreement (CBA) between the City of Redmond and the Redmond Fire Fighters Union #2829, I.A.F.F., representing Fire uniformed employees within the Fire Department. This CBA has been negotiated between the City and Union using tentative agreements over the last year. The union members voted to approve this one-year CBA.

☒ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
RCW 35A.11.020
- **Council Request:**  
N/A
- **Other Key Facts:**  
The previous CBA expires on 12/31/2023.

**OUTCOMES:**

This CBA sets forth the working relationship between the City and the Fire uniformed employees. It covers salaries, benefits, working conditions, and other information regarding the employment relationship between the City and Fire uniformed employees.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

The budget for COLA is included in the salary budget for 2023-2024 Biennium, that was presented to Council. The estimated COLA in the budget could be high or low for some of the negotiated union contracts, but the cost will balance out at the end. Additionally, the cost could also be covered with the salary savings due to vacant positions.

**Approved in current biennial budget:** ☒ Yes ☐ No ☐ N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

Safe and Resilient

**Other budget impacts or additional costs:** ☐ Yes ☐ No ☒ N/A

*If yes, explain:*

N/A

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
11/6/2023	Special Meeting	Receive Information

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

**Time Constraints:**

Employees under this contract are currently being paid at 2023 rates. It would be beneficial to have the 2024 pay rates established by January 1, 2024, to avoid retroactive pay.

**ANTICIPATED RESULT IF NOT APPROVED:**

Additional negotiations would be required. There would also be a need for retroactive adjustments to employees' pay. Retroactive payment calculations are complex and time-intensive to process, which will create extra effort for Payroll and Human Resources staff. This will have a negative impact on morale for all employees involved.

**ATTACHMENTS:**

Attachment A: Redline of 2024 Fire Collective Bargaining Agreement

Attachment B: Summary of Changes

Attachment C: Ordinance Setting the 2024 Pay and Pay Plan for Fire Employees

Exhibit 1: 2024 Pay Plan "F" - Fire - 01/01/2024

Exhibit 2: 2024 Pay Plan "F" - Fire - 07/01/2024

~~2024~~~~2020~~—2023

**AGREEMENT**

**By and Between**

**CITY OF REDMOND**

**and**

**REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F.**

**TABLE OF CONTENTS**

	Page
PREAMBLE .....	1
ARTICLE 1 RECOGNITION .....	1
ARTICLE 2 MANAGEMENT RESPONSIBILITIES.....	1
Section 2.1 – Enumeration.....	1
Section 2.2 – Job Duties.....	2
ARTICLE 3 UNION MEMBERSHIP AND DUES.....	2
Section 3.1 – Union Membership Dues .....	2
Section 3.2 – Revocation .....	2
Section 3.3 – Indemnification/Hold Harmless.....	2
Section 3.4 – New Hire Orientation.....	<del>3</del> <sup>2</sup>
ARTICLE 4 NON-DISCRIMINATION .....	3
Section 4.1 – Union Membership Status.....	3
Section 4.2 – Unlawful Discrimination .....	3
Section 4.3 – Gender.....	3
Section 4.4 – Election of Remedies .....	3
ARTICLE 5 UNION BUSINESS.....	3
Section 5.1 – Union Official Time Off .....	3
Section 5.2 – Bulletin Board Space .....	4
Section 5.3 – Visitation Rights .....	4
Section 5.4 – Union Use of Employer’s Equipment and Supplies .....	4
ARTICLE 6 RETENTION OF BENEFITS .....	<del>5</del> <sup>4</sup>

ARTICLE 7	SAFETY/LABOR MANAGEMENT COMMITTEE .....	54
	Section 7.1 – Safety Committee.....	54
	Section 7.2 – Labor Management Committee .....	5
ARTICLE 8	DEFINITION OF SENIORITY .....	5
	Section 8.1 – Definitions.....	5
	Section 8.2 – Leaves .....	76
	Section 8.3 – Seniority List.....	7
ARTICLE 9	PERSONNEL REDUCTION .....	7
	Section 9.1 – Personnel Reduction Process .....	7
	Section 9.2 – Re-Employment and Promotion Rights .....	9
ARTICLE 10	EMPLOYEE STATUS .....	10
	Section 10.1 – Notice to Union.....	10
ARTICLE 11	PROMOTIONS AND VACANCIES .....	10
	Section 11.1 – Civil Service.....	10
	Section 11.2 – Job Descriptions and Position Qualifications .....	1140
	Section 11.3 – Promotions .....	1140
ARTICLE 12	ASSIGNMENTS.....	1140
ARTICLE 13	DISCIPLINE.....	1746
	Section 13.1 – Employees Covered .....	1746
	Section 13.2 – Scope of Discipline .....	17
	Section 13.3 – Process and Procedures.....	17
	Section 13.4 – Copy of Charges .....	1847
	Section 13.5 – Removal of Notice of Suspension.....	1847
ARTICLE 14	GRIEVANCE PROCEDURES .....	18
	Section 14.1 – Definition of Grievance .....	18
	Section 14.2 – Aggrieved Party .....	18
	Section 14.3 – Grievance Procedure.....	18
ARTICLE 15	RULES AND REGULATIONS .....	2120
	Section 15.1 – General.....	2120
	Section 15.2 – Modifications .....	2120
ARTICLE 16	SALARIES .....	21
ARTICLE 17	BASIC RATE OF PAY .....	21
	Section 17.1 – Calculation .....	21
	Section 17.2 – Out of Class (Acting) Pay.....	2221
	Section 17.3 – No Pyramiding.....	2322
ARTICLE 18	OVERTIME, CALLBACK AND PROFESSIONAL LEAVE .....	2422
	Section 18.1 – Overtime and Callback .....	2422

Section 18.2 – Professional Leave .....	<a href="#"><u>2422</u></a>
ARTICLE 19            HOURS OF WORK.....	<a href="#"><u>2423</u></a>
Section 19.1 -Workweek and Work Period .....	<a href="#"><u>2523</u></a>
Section 19.2 - Annual Hour Reduction (AHR) Time .....	<a href="#"><u>2624</u></a>
Section 19.3 - Hours of Work .....	<a href="#"><u>2826</u></a>
Section 19.4 - Alternative Work .....	<a href="#"><u>2827</u></a>
Section 19.5 - Recruit or Special Training.....	<a href="#"><u>2827</u></a>
Section 19.6 - Shifts Trades .....	<a href="#"><u>2927</u></a>
Section 19.7 - Work Day .....	<a href="#"><u>2927</u></a>
Section 19.8 - Late for Work .....	<a href="#"><u>2927</u></a>
Section 19.9 - Conversion of Benefits .....	<a href="#"><u>3028</u></a>
ARTICLE 20            MILITARY LEAVE.....	<a href="#"><u>3334</u></a>
ARTICLE 21            JURY DUTY LEAVE .....	<a href="#"><u>3334</u></a>
ARTICLE 22            SICK LEAVE .....	<a href="#"><u>3334</u></a>
Section 22.1 – LEOFF II.....	<a href="#"><u>3334</u></a>
Section 22.2 – Payment Upon Death or Retirement .....	<a href="#"><u>3334</u></a>
Section 22.3 – Use of Sick Leave .....	<a href="#"><u>3432</u></a>
Section 22.4 – LEOFF II on the Job Injury .....	<a href="#"><u>3433</u></a>
Section 22.5 – Sick Leave Bonus .....	<a href="#"><u>3533</u></a>
Section 22.6 – Shared Leave Program.....	<a href="#"><u>3533</u></a>
ARTICLE 23            VACATION AND HOLIDAYS.....	<a href="#"><u>3836</u></a>
Section 23.1 – Vacation .....	<a href="#"><u>3836</u></a>
Section 23.2 – Holidays .....	<a href="#"><u>3836</u></a>
Section 23.3 – Scheduling of Vacation, Holidays and AHR. ....	<a href="#"><u>3937</u></a>
Section 23.4 – Unused Vacation and Holiday Leave .....	<a href="#"><u>4240</u></a>
Section 23.5 – Maternity Duty/Leave .....	<a href="#"><u>4340</u></a>
ARTICLE 24            BEREAVEMENT AND FAMILY LEAVE.....	<a href="#"><u>4341</u></a>
Section 24.1 – Bereavement Leave.....	<a href="#"><u>4341</u></a>
Section 24.2 – Family Leave to Care for Family .....	<a href="#"><u>4341</u></a>
Section 24.3 – Emergency Leave.....	<a href="#"><u>4441</u></a>
ARTICLE 25            LIMITATION ON LEAVES AND LEAVE OF ABSENCE.....	<a href="#"><u>4441</u></a>
Section 25.1 – Limitation on Cumulative Leaves.....	<a href="#"><u>4441</u></a>
Section 25.2 – Leave of Absence.....	<a href="#"><u>4442</u></a>
ARTICLE 26            INSURANCE.....	<a href="#"><u>4442</u></a>
Section 26.1 – Medical, Dental and Vision .....	<a href="#"><u>4442</u></a>
Section 26.2 – Life Insurance .....	<a href="#"><u>4542</u></a>
Section 26.3 – Liability Insurance .....	<a href="#"><u>4643</u></a>
Section 26.4 – Physical Exams .....	<a href="#"><u>4643</u></a>

ARTICLE 27	DRUG AND ALCOHOL USE AND DEPENDENCY .....	<del>46</del> 43
ARTICLE 28	TRAINING .....	4744
	Section 28.1 – Training Expenses.....	4744
	Section 28.2 – Overtime Rate of Pay.....	4744
	Section 28.3 – Tuition Reimbursement .....	4744
	Section 28.4 – Level of Training .....	4845
	Section 28.5 – Recruit Academy .....	4845
	Section 28.6 – Modified Work Schedule. ....	4945
ARTICLE 29	UNIFORMS AND PROTECTIVE CLOTHING .....	4946
	Section 29.1 – General.....	4946
	Section 29.2 – Procurement of Uniforms and Protective Clothing .....	4946
	Section 29.3 – Uniform of Day .....	4946
ARTICLE 30	PHYSICAL FITNESS .....	5046
ARTICLE 31	CERTIFICATION REQUIREMENTS .....	5046
	Section 31.1 – EMT Certification.....	5046
	Section 31.2 – Paramedic Certification .....	5047
ARTICLE 32	CIVIL SERVICE JURISDICTION .....	5047
ARTICLE 33	WORK STOPPAGE .....	5047
ARTICLE 34	SAVINGS CLAUSE.....	5147
ARTICLE 35	SCOPE OF AGREEMENT .....	5147
ARTICLE 36	STIPULATION REGARDING ALS FUNDING .....	5147
	Section 36.1 – Purpose.....	5147
	Section 36.2 – Stipulation .....	5148
	Section 36.3 – No Other Limitation.....	5148
ARTICLE 37	RETROACTIVE COMPENSATION .....	5148
ARTICLE 38	DURATION OF AGREEMENT .....	5249
APPENDIX “A” –	<del>2024</del> <del>2020</del> —2023 SALARY SCHEDULE .....	48

~~2024~~~~2020~~—2023

## **AGREEMENT**

**By and Between**

**CITY OF REDMOND**

**and**

**REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F.**

### **PREAMBLE**

**THIS AGREEMENT** is entered into by and between the CITY OF REDMOND (hereinafter referred to as the Employer) and Local #2829, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (hereinafter referred to as the Union).

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, and to establish standards of wages, hours and other conditions of employment.

### **ARTICLE 1 RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for full-time, uniformed positions within the Redmond Fire Department. The positions of the Fire Chief and Deputy Chief shall be excluded from the bargaining unit.

### **ARTICLE 2 MANAGEMENT RESPONSIBILITIES**

**Section 2.1 – Enumeration.** The Union recognizes the prerogative and responsibility of the Employer to operate and manage its affairs in all respects in accordance with its lawful authority. The powers and authority which the Employer has not expressly abridged, delegated or modified by this Agreement are retained by the Employer.



Management rights and responsibilities as described above shall include the following:

- A. Directing employees,
- B. Recruiting, hiring, promoting, transferring, assigning, and retaining employees,
- C. Suspending, demoting, discharging, or taking other legitimate disciplinary actions against employees for just cause,
- D. Relieving employees from duty because of lack of work or funds, or other legitimate reasons,
- E. Maintaining the efficiency of the operations entrusted to the Employer,
- F. Controlling the department budget,
- G. Determining the methods, means, location and personnel by which operations are to be conducted, and,
- H. Taking whatever actions are necessary in emergencies to assure the proper functioning of the Department.

Provided that the exercise of the management rights and responsibilities shall not conflict with City of Redmond Civil Service Ordinances, Rules or Regulations or State Law.

**Section 2.2 – Job Duties.** It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by employees.

### **ARTICLE 3 UNION MEMBERSHIP AND DUES**

**Section 3.1 – Union Membership Dues.** The Employer agrees to deduct, once each month, dues in an amount certified to be current by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted each month by the Employer to the Treasurer of the Union.

**Section 3.2 – Revocation.** An Employee may revoke their authorization for deduction of dues. To do so, the Employee must submit a written notice to the Union in accordance with the Union's form, and the Union will forward the notice to Human Resources. Every effort will be made to end the deduction effective on the first pay period after the request is received by Human Resources. The City agrees to provide the Union with a copy of the payroll deduction sheet that lists the name of each Union member who has Union dues deducted from his or her paycheck, the dues amount and their monthly salary.

**Section 3.3 – Indemnification/Hold Harmless.** The Union shall indemnify, defend, and hold harmless the City against any claims made and any suit instituted against the City based on or relating to an Employee authorization for payment of dues or service ~~changes~~<sup>charges</sup> equivalent to the regular ~~Association~~<sup>Union</sup> initiation fee and monthly dues, provided the City is

not negligent in its application of this Article. The ~~Association~~-Union agrees to refund to the City any amounts paid to it in error in the administration of this section upon presentation of proper evidence thereof.

**Section 3.4 – New Hire Orientation.** The Employer shall notify the Union of all new employees hired into the bargaining unit. The Union shall be afforded 30 minutes of the newly hired employee's regular working time during the on-boarding process with the Redmond Fire Department. This time will be for the purposes of presenting information about Union membership, the collective bargaining agreement, and bargaining unit representation.

## **ARTICLE 4 NON-DISCRIMINATION**

**Section 4.1 – Union Membership Status.** There shall be no discrimination, interference, restraint or coercion by the Employer or the Union against any employee for their lawful activity or inactivity on behalf of, or membership status in the Union.

**Section 4.2 – Unlawful Discrimination.** Diversity is critical to the successful partnership between the Union and the Employer. It is the recognition, respect and appreciation of all cultures and backgrounds and the fostering of the inclusion of differences between people. The parties to this Agreement agree not to tolerate discrimination or harassment based on age, race, creed, color, sex, national origin, religion, sexual orientation, membership in a registered domestic partnership, marital status, disability, genetic information, veteran's status, or any other status protected by law. The Union and the Employer will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

**Section 4.3 – Gender.** Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

**Section 4.4 – Election of Remedies.** An employee or the Union claiming discrimination under Sections 4.1 or 4.2 shall not be entitled to a remedy under the grievance procedure in the event the employee or the Union seeks other administrative or legal remedies for the discrimination. This is providing that jurisdiction is not refused when seeking remedies outside of the grievance procedure.

## **ARTICLE 5 UNION BUSINESS**

**Section 5.1 – Union Official Time Off.** With prior approval of their immediate supervisor, representatives of the Union shall be allowed to arrange for qualified work replacements for the purpose of administering the business of the Union. The Employer shall not be responsible for compensating any such replacement.

- A. Coverage will be provided for up to two (2) negotiating team members whose regular duty falls on a scheduled negotiation session day. Members of the negotiating team will make every attempt to secure their own coverage to minimize the overtime impact on the Department, and if unsuccessful in so doing, the Battalion Chief's office will be notified at least forty-eight (48) hours in

advance of the scheduled negotiation day so that overtime coverage may be arranged.

Regarding negotiating team members' working overtime, the following will apply:

- (1) If the overtime is accepted after a negotiating session has been scheduled, then the member shall be required to find their own coverage (no payback required).
- (2) If the negotiating session is scheduled after the overtime has been scheduled, then the department will provide coverage.
- (3) If, per the SOGs, the member has been "mandated" to work overtime, then the department will provide coverage.

- B. With prior notice to the appropriate Deputy Chief of their division or their designee, Bargaining Unit employees shall be allowed to perform normal Union business in a manner and in areas of the department that does not interfere with the operations of the department during lunch and dinner breaks, and at other times when all assigned duties have been completed and the employees are on standby for emergency response.

**Section 5.2 – Bulletin Board Space.** The Employer shall provide bulletin board space for the use of the Union in each fire station where represented employees are assigned at a convenient location, accessible to employees.

**Section 5.3 – Visitation Rights.** Representatives of the Union shall be allowed permission to visit work locations of the employees covered by this Agreement at any reasonable time or location for the purpose of administering this Agreement or investigating possible grievances. Such visitations shall not interfere with the normal operation of the Fire Department and will be subject to the approval of the appropriate Deputy Chief of their division or their designee.

**Section 5.4 – Union Use of Employer's Equipment and Supplies.** The Union and its representatives shall not use Employer's equipment or supplies unless (i) allowed by written policies of the Employer, or (ii) the Employer's Finance Department agrees to an appropriate amount of reimbursement.

**Section 5.5 – Negotiations.** Captains or Battalion Chiefs acting in the classification of Deputy Chief will not be involved or participate in labor negotiations related to hour, wages, or working conditions while acting as Deputy Chief.

## **ARTICLE 6      RETENTION OF BENEFITS**

The Employer assures the Union that its intention in executing this Agreement is not to cancel privileges heretofore granted to employees solely because such privileges are not specifically identified in this Agreement.

## **ARTICLE 7      SAFETY/LABOR MANAGEMENT COMMITTEE**

**Section 7.1 – Safety Committee.** The Union shall appoint a minimum of two (2) members to the Safety Committee to represent Bargaining Unit employees. The Safety Committee shall consist of a minimum of four (4) members and shall meet at least once each calendar quarter or more often as agreed to discuss all matters concerning Health and Safety. The Safety Committee shall make recommendations to the Union and the Employer. The Chair of the Department Safety Committee shall alternate between represented and non-represented positions on an annual basis.

**Section 7.2 – Labor Management Committee.** There shall be a Labor Management Committee consisting of an equal number of representatives appointed by the Union and the Employer, or such other composition as mutually agreed by the Union and the Employer. The Committee shall meet as appropriate to discuss all matters referring to the labor agreement, provided that the Committee shall meet at least quarterly. The Committee shall have the authority to make non-binding recommendations to the Union and Employer. No additional compensation or overtime shall be paid for attendance at the Labor Management Committee meetings.

## **ARTICLE 8      DEFINITION OF SENIORITY**

**Section 8.1 – Definitions.** As used in this Agreement the following terms shall have the meanings indicated:

- A. “Department Seniority” means the length of an employee’s Continuous Employment in the Department, measured from the date of employment in the Department. Provided, however, the date of employment in the Department of Fire Fighter – Paramedics and Medical Services Officers hired by the Department effective as of the transfer of the Medic 1 contract from Evergreen Health Care (“Evergreen”) to the City (the “Initial Medic Employees”) shall be as follows:
  - For the purposes of accrual of benefits, longevity, compensation levels, and personnel reductions, the date of employment in the Department of the Initial Medic Employees shall be the employee’s date of hire by Evergreen.
- B. "Seniority in Rank" means the length of an employee's Continuous Employment in a rank in the Department (which shall include service in any higher rank) measured from the first date of employment in that rank or a higher rank in the Department.

The Paramedic Assignment Seniority list shall be determined by the following sequential criteria:

1. Paramedics will be categorized by the year the Redmond Fire Department Paramedic Student finished University of Washington Paramedic Training.
2. Paramedics will then be ranked in seniority within that categorized year based on their Date of hire by their Northeast King County Consortium Department.
3. If Consortium Department hire dates are the same, then overall Paramedic Student entrance exam score, as defined in Article 12, will be used to determine seniority.
4. Laterals hired as Paramedics from outside the Northeast King County Medic One Consortium shall be entered onto the Paramedic Assignment Seniority List based on their date of hire by the Redmond Fire Department and not the sequential order shown above.

For the purposes of determining personnel reduction in Paramedic assignment the Paramedic assignment seniority list shall be used. Members with the least seniority in assignment shall be first in reduction as Paramedic within the Redmond Fire Department. Department seniority shall be used for reduction in force from firefighter.

- C. "Continuous Employment" means a continuous period of employment in the Department that is unbroken by resignation, discharge, or service retirement. Leaves of absence, disability retirement, or military leaves shall not break Continuous Employment. Layoffs and reductions in rank pursuant to Article 9 shall not break Continuous Employment until the expiration of the period during which the employee has a right to be offered re-employment or promotion pursuant to Section 9.2 of this Agreement. Upon a break in Continuous Employment an employee shall lose all seniority.
- D. "Order" means the order of Department Seniority or Seniority in Rank arranged from the longest seniority to the shortest. If more than one (1) employee is hired or promoted on the same date, the Order of seniority shall be determined by using the following criteria:
- (1) The Order of Department Seniority for employees hired on the same date shall be determined by the order (from the highest to lowest) of each employee's unrounded score on the Fire Fighter Civil Service exam. In the event of equal scores, the Order shall be determined by a random means, which once determined shall thereafter be established for all purposes.
  - (2) The Order of Seniority in Rank for employees promoted on the same date shall be determined by the order (from the highest to the lowest) of each employee's unrounded score on the applicable promotional exam. In the

event of equal unrounded scores, the Order of Seniority in Rank shall be determined by the Order of each employee's Department Seniority.

E. "Department" means the City of Redmond Fire Department.

**Section 8.2 – Leaves.** During the period an employee is on a leave of absence, layoff status, or military leave longer than thirty (30) consecutive days, seniority shall not accrue except as required by any applicable statutory or regulatory provisions, including RCW 38.40.060 and RCW 73.16.031 - .061 and any amendments thereto. Upon returning to work after such layoff or leave, an employee shall be granted the level of seniority accrued as of the last day prior to such leave or layoff.

**Section 8.3 – Seniority List.** The Employer shall maintain, post, and notify employees electronically when there is a change, to the current seniority list reflecting the Order of Department Seniority and Seniority in Rank. These lists, appropriately updated to reflect any new hires, promotions, terminations or other changes, shall be used whenever action based upon seniority is called for by this Agreement, and in such other cases as may be agreed by the Employer and the Union.

## **ARTICLE 9      PERSONNEL REDUCTION**

**Section 9.1 – Personnel Reduction Process.** In the event of a personnel reduction, for whatever reason, the Employer and Union agree to follow the process and procedure contained in this Article. Employees shall be laid-off in inverse Order of Seniority in Rank. Except as otherwise provided in this Section, an employee above the rank of Fire Fighter shall bump back into the highest lower rank, if any, previously held by that employee, and for which the employee remains qualified and holds the required certifications (provided that the employee shall be allowed eighteen (18) months to obtain EMT certification, at the Employer's cost for tuition and on the employee's own time), in which such employee's Seniority in Rank is greater than the Seniority in Rank of all other employees who would otherwise be in such lower rank after implementation of the personnel reduction. Battalion Chiefs who have not held the position of Captain shall bump back to the position of Captain if their Seniority in Rank is greater than all other employees who would otherwise hold the rank of Captain after implementation of the personnel reduction. Lateral entry personnel who have not held the rank of Fire Fighter in the Department shall bump back to the rank of Fire Fighter if their Department Seniority is greater than all other employees who would otherwise hold the rank of Fire Fighter after implementation of the personnel reduction. The process and procedure contained in this Article shall apply to bargaining unit members and, in addition, the non-bargaining unit members of the Department of a rank above Battalion Chief shall bump back into the last lower classification held by that individual which is included in the bargaining unit on the same basis as provided in this Article, notwithstanding the fact that the lower classification is included in the bargaining unit. Previous ranks within the Department with civilian titles shall be equated to the current successor ranks. The order of ranks within the department, from lowest to highest, shall be Fire Fighter, Fire Fighter - Paramedic, (which is an assignment, but shall be considered a rank for the purposes of this Article), Medical Services Officer, Driver/Engineer, Lieutenant, Captain, Battalion Chief, Deputy Chief, and Chief. The next lower rank for, Medical Services Administrator, and

Assistant Fire Marshal and Fire Marshal shall be the last prior rank held by each incumbent in the position respectively. The steps for a personnel reduction shall be as follows:

- Step 1      **Designation by Employer.** The Employer will designate the number of employees in each rank to be laid-off by notice to the Union (the "Designation Notice") and by posting at each fire station, which notice shall specify an effective date for the personnel reduction (the "Effective Date"), which shall not be earlier than ninety (90) days from the date of the Designation Notice.
- Step 2      **Volunteers.** For a period of thirty (30) days after the Designation Notice employees in the ranks affected by the personnel reduction shall have the opportunity to voluntarily accept layoff, or reduction to a lower rank, as of the Effective Date without regard to their seniority rights. Volunteers shall be accepted on a first-come, first-served basis. The number of volunteers shall be limited by the number of employees in each rank subject to the personnel reduction as specified in the Designation Notice.
- Step 3      **Implementation.** Within forty (40) days after the Designation Notice the Employer shall deliver to the Union, and post at each station, a notice (the "Personnel Reduction Notice") which shall list (a) the layoffs and reductions in rank which will result upon implementation of the personnel reduction and the voluntary layoffs and reductions in rank; (b) the Order of all employees affected by the layoffs and reductions in rank; and (c) the Order of all employees not affected by the layoffs and reductions in rank. Any employee who believes that the Personnel Reduction Notice improperly reflects the intent of this Agreement shall provide written notice to the Employer and Union within ten (10) days after posting of the notice. The notice shall describe the basis of the employee's position, and the employee's interpretation of the proper application of this Agreement, including the identity of employees who would be affected by the different interpretation. The Employer and the Union will review the issues with all employees who would be affected. If the Employer and the Union cannot resolve the issues raised within thirty (30) days after the Personnel Reduction Notice is posted, both parties agree to submit the issue to binding arbitration on an expedited basis before a single arbitrator. A representative of the Union and Employer shall meet within five (5) calendar days to attempt to agree on an arbitrator. If the parties are unable to reach agreement at such meeting, they shall immediately request a list of seven (7) arbitrators from one of the following mutually agreed sources: Federal Mediation and Conciliation Service, or American Arbitration Association. If the parties are unable to agree on the source of the list of arbitrators, they shall request the list from the Public Employment Relations Commission. Within five (5) calendar days of receipt of the list of arbitrators, the representatives of the Employer and Union shall meet and alternately strike the names of the arbitrators on the list until only one (1) name remains. The arbitrator so selected shall hold a hearing and render his/her decision based on the interpretation and application of the provisions of this Agreement within thirty (30) days after his/her selection. All employees whose layoff or reduction in rank status might be affected by the results of the

arbitration, including the possibility of being subject to layoff or reduction in rank although the employee was not included in the list of layoffs and reductions in rank in the Personnel Reduction Notice, shall have the right to appear and present their position to the arbitrator. For all issues related to the application and interpretation of this Article 9 the arbitration process in this Section shall supersede the grievance arbitration process as provided in Article 14. The agreement by the Union, and/or ruling by the arbitrator pursuant to this Section shall be binding on all employees, provided that any employee who was not designated for layoff by the Personnel Reduction Notice, but who becomes subject to layoff as a result of an agreement by the Union or the arbitrator's ruling, shall not be laid-off until Employer has provided the employee with at least thirty (30) days written notice of layoff.

Step 4 **(OPTIONAL) Amendment of Reduction.** At any time after the Designation Notice the Employer may reduce the number of employees to be laid-off by providing notice to the Union, provided however, the reduction shall not affect the time periods specified in this Article which shall continue to be measured from the Designation Notice. The Employer shall have the right to delay the Effective Date of the personnel reduction for up to sixty (60) days after the date specified in the Designation Notice.

**Section 9.2 – Re-Employment and Promotion Rights.** Employees bumped back to a lower rank shall be eligible to promote to vacancies in the previously held higher rank, or any lower rank, by Order of Seniority in Rank in that higher rank. Employees above the rank of Fire Fighter who volunteer to be laid-off pursuant to Step 2 above shall be eligible to fill vacancies in that previously held rank, or any lower rank, by Order of Seniority in Rank in that rank, during the Re-Employment Eligibility Period, as defined below. Employees laid-off, or volunteering to be laid-off pursuant to Step 2 above, shall be eligible to fill Fire Fighter vacancies, by Order of Department Seniority, during the Re-Employment Eligibility Period. In all cases, the eligible employee with the highest Seniority in Rank shall be entitled to the opening, provided that such eligible employee must be a "Qualified Employee", which for the purposes of this Section shall be defined as an individual who (a) meets the then current Fire Fighter medical standards, (b) holds the required certificate (if any) for the position being filled (provided that the employee shall be allowed eighteen (18) months to obtain EMT certification, at the Employer's cost for tuition and on the employee's own time), and (c) if the Re-Employment Offer is more than twenty-four (24) months after the Effective Date, is not determined by the Labor/Management Committee to be unqualified for the open position. Any employee re-employed or promoted pursuant to this Section who was on probation as of the Effective Date shall complete the probation period upon re-employment or promotion, without any credit for the period between the Effective Date and the first date of re-employment or promotion pursuant to this Section. "Re-Employment Eligibility Period" shall mean the five (5) year period which commences on the Effective Date. Employees offered re-employment pursuant to this Section more than twenty-four (24) months after the Effective Date shall be required to satisfactorily complete appropriate retraining as determined by the Labor/Management Committee. If the Labor/Management Committee is unable to agree on appropriate retraining either party may request arbitration of the issue in a manner consistent with Section 14.3, Step 6 of this Agreement. Employees who fail to satisfactorily complete the retraining shall be subject to



termination. The employee and The Union shall have the right to grieve whether the retraining was satisfactorily completed but shall not have the right to grieve whether the retraining or Fire Fighter medical requirements are appropriate. When the Employer desires to fill a position for which an individual is entitled to re-employment if the individual is a Qualified Employee, or promotion, pursuant to this Section, the Employer shall send an offer of re-employment (subject to a subsequent determination that the employee is a Qualified Employee) or promotion, as the case may be, (the "Re-Employment Offer") via certified mail, return receipt requested, to the eligible employee at his/her last known address. If the employee fails to respond within fifteen (15) days after mailing of the offer, or rejects the offer, the employee shall have no further right to re-employment or promotion pursuant to this Section, provided that a former employee who was laid off or who voluntarily accepted layoff from a rank above Fire Fighter, shall have the right to be offered re-employment at such higher rank, or any lower rank, if he/she is a Qualified Employee and has the highest Order of Seniority in Rank in that rank of all eligible employees, although such employee has previously failed to respond to, or rejected an offer of re-employment as a Fire Fighter. For the purposes of this Article, a former employee's last known address shall be the address appearing on the Employer's records, and may be changed by the former employee only by providing the Employer with notice of a new address by certified mail, return receipt requested.

## **ARTICLE 10     EMPLOYEE STATUS**

**Section 10.1 – Notice to Union.** The Employer shall submit written notice to the Union, of the name, job title, company, station, and effective date of actions affecting Bargaining Unit employees as follows:

- A. Appointment of new employees
- B. Promotion/Non-Disciplinary Demotion
- C. Discipline (written reprimand and above)

### **Section 10.2 – Probationary Period**

The probationary period for Entry Level and Lateral Firefighters will be twelve (12) months from the date of graduation from the fire academy, or EMT school, whichever occurs last. If fire academy or EMT school attendance is delayed due to injury, early hiring, or another reason, the employee's probationary period will not exceed a total of eighteen (18) months from the date of hire.

## **ARTICLE 11     PROMOTIONS AND VACANCIES**

**Section 11.1 – Civil Service.** All promotions and the filling of positions in the Bargaining Unit shall be made in accordance with the City of Redmond Civil Service Ordinances, Rules and Regulations, and the Washington State Civil Service Law (RCW 41.08) as they may hereafter be amended.

**Section 11.2 – Job Descriptions and Position Qualifications.** Copies or facsimiles of current job descriptions, position qualifications and testing requirements adopted by the Employer and/or Civil Service Commission shall be contained in SOG, Personnel - 021.

**Section 11.3 – Promotions.** The promotional process shall be as described in SOG Personnel - 021. If a higher-ranking candidate on the civil service eligibility list is passed over, then, upon the request of the candidate, a written explanation shall be provided by the Chief or his/her designee, of the basis for that decision.

## **ARTICLE 12     ASSIGNMENTS**

Except as provided in this Article, the Employer shall have the right to assign employees. For assignments to Training Battalion Chief, Deputy Fire Marshal<sup>1</sup>, Training Captain, Administrative Medical Services Officer, Training Lieutenant, Training Paramedic, the Hazardous Materials Team, the Fire Prevention Division, Urban Search and Rescue Team, Fire Fighter Paramedic, Lieutenant assigned to Central Purchasing Officer and other assignments that the Employer and the Union mutually agree should be subject to this application procedure, the following provisions shall apply:

- A. **Announcement/General Eligibility.** The assignment to be filled and the necessary qualifications and criteria shall be announced by bulletin posted at each station in a convenient location accessible to all employees for a period of at least fourteen (14) calendar days if the position is vacant, and thirty (30) calendar days if the position is not vacant. Only regular, non-probationary employees will be eligible for assignment to Training Battalion Chief, Deputy Fire Marshal, Training Captain, Administrative Medical Services Officer, Lieutenant assigned as Central Purchasing Officer, Training Lieutenant, and Training Paramedic, and Fire Fighter Paramedic.

Fire Fighter Paramedic: Position announcement for Northeast King County Consortium (Consortium) agencies will be posted for at least sixty (60) days at all Consortium agency fire stations. The announcement will include a list of minimum requirements, qualifications, and reference reading materials pertaining to the application/testing process. Applicants shall be limited to employees of the Consortium fire departments.

- B. **Qualifications/Testing.** For assignments other than Fire Fighter Paramedic, in the event more than one (1) employee who meets the required qualifications and criteria submits a written application for the assignment within the period specified in Subsection A. above, the assignment, if filled, shall be filled by the eligible employee

---

<sup>1</sup> Firefighter Inspectors as of July 21, 2005 had the option of assignment as a Deputy Fire Marshal without qualifying through the assignment process outlined in this Article 12, and to be paid at the top step of the Deputy Fire Marshal pay range. The following employees elected this option: Richard Gieseke, and Stanley Noble. Of the preceding employees the following need not comply with the five (5) year minimum term of Deputy Fire Marshal assignment identified in Section F. below: Stanley Noble, and Richard Gieseke.

who has the highest seniority. For Deputy Fire Marshal the required qualifications shall include a pass/fail qualifications test.

**Fire Fighter Paramedic:** All eligible candidates will participate in a testing process. All components of the testing and interview process will be facilitated by the Redmond Fire Department's Medical Services Administrator or their designee. In the event the Training Paramedic Assignment is vacant, Labor and Management will meet to establish an agreement of who among the City's currently certified paramedics will facilitate the testing process.

The Fire Fighter Paramedic testing process shall include the following:

**WRITTEN EXAMINATION:**

- One hundred and fifty (150) question, multiple-choice exam with a two-and-a-half-hour time limit.
- Passing score = eighty percent (80%).
- Passing score must be achieved to move on to the Practical Exam

**ASSESSMENT CENTER (PRACTICAL EXAMINATION)**

- **Evaluators:** Practical examination evaluators shall consist of King County certified Paramedics and at least half of them from Redmond Fire Department Medic One. All other evaluators shall be King County UW/Harborview trained paramedics.
- **Components:** The practical examination shall have three scored components. Candidate performance will be scored while participating in EMS based scenarios, instructional training sessions, and/or written medical reports.
- **Format:** Practical examination format may include tabletop and/or hands on role play sessions.
- **Scoring:** A final practical examination score will be the composite of all three components weighted equally. Passing score = eighty percent (80%). A passing score must be achieved to move on to Interview #1.

**INTERVIEW #1**

- Candidates will move forward into Interview #1 ranked based on their Assessment Center scores.
- The Interview Board shall consist of a minimum of six (6) and include: two (2) Redmond Fire Department Paramedics, one (1) Paramedic from another King County paramedic provider group, one (1) Redmond Fire Department Medical Services Officer and two (2) Firefighter/EMT-B from within the Consortium.
- The Redmond Fire Department Medical Services Administrator or their designee, in cooperation with Consortium Senior Staff, shall be responsible for the selection of the interview board participants. Applicants' responses will be scored on a 1-5 scale with 5 being the highest.
- Passing score = seventy percent (70%).
- A passing score must be achieved to move on to the Final Interview.

## **FINAL INTERVIEW**

- Candidates will move forward into the Final Interview ranked based on their combined score of the Assessment Center and Interview #1.
- The Final Interview Board shall consist of a minimum of four (4) and include; one (1) Senior Staff Chief level rank, from Redmond Fire Department, one (1) Senior Staff Chief level rank, from the Consortium Board, one (1) Physician; and one (1) Redmond Fire Department Medical Services Officer.
- The Redmond Fire Department Medical Services Administrator, or their designee, shall be responsible for the selection of the interview board participants. The Medical Director of Redmond Fire Department Medic One shall have discretion concerning the Physician who sits on the board.
- Applicants' responses will be scored on a 1-5 scale with 5 being the highest.
- Passing score = seventy percent (70%)
- A passing score must be achieved to move on to the final selection process, however, the Final Interview score will not affect ranking established during the Assessment Center and Interview #1.
- After interviews are complete, all applicants that have a passing score in the Final Interview will continue in the selection process. One (1) individual per available Firefighter Paramedic position will be selected for Paramedic Training based on their ranking coming into the Final Interview.

## **APPEALS PROCESS:**

- The existing Local #2829 grievance process will govern any appeals. Candidates that wish to pursue an appeal to a component of the test process, and who are not members of Local #2829, will be extended the rights to the grievance process as if the candidate was a bona fide member of Local #2829.

## **DEBRIEF:**

- Available for the applicants not chosen.
- Required for the applicants who are chosen.
- Required for Redmond Medics, Officers, and Senior Staff participating in the selection process.

### **C. Laterals.**

1. Fire Fighter Paramedics. Lateral candidates will be permitted to submit applications of interest when there is an insufficient number of qualified applicants for the Fire Fighter Paramedic position from the NEKC Consortium at the conclusion of the testing process, or an unexpected vacancy occurs after paramedic school begins precluding the use of the current established list. The lateral candidate pre-testing qualifications will include Paramedics who have successfully completed the University of Washington paramedic training program and are currently certified as ALS providers in Washington State. The selection process of lateral candidates will include the Assessment Center, Interview #1, and Final Interview components of the

testing process previously laid out for Fire Fighter Paramedic in Article 12, Section B. When a Fire Fighter Paramedic lateral hiring list is established it will have an expiration date on January 1st of the following year.

Paramedic Assignment and Civil Service. For the purpose of hiring non-Redmond Fire Department employees who are selected as a result of the assignment process outlined in this Article 12, the Employer and Union shall agree on a Special Registry for submittal to the Civil Service Commission for final processing and hiring of the individuals selected. In the event there is an immediate need to hire lateral Fire Fighters Paramedic(s) due to unexpected attrition and no current Fire Fighter with Paramedic Qualifications eligibility list exists, the Employer and Union will agree on a Special Registry for submittal to the Civil Service Commission for final processing, and the individuals hired from the Special Registry shall be assigned as Fire Fighter Paramedics. Any list established as a Special Registry associated to the Fire Fighter Paramedic lateral hires will have an expiration date on January 1<sup>st</sup> of the following year.

Consortium Paramedic Seniority. Fire Fighters from within the NEKC Consortium Department (NEKC Department) hired as Fire Fighter Paramedics from departments other than Redmond Fire Department shall be granted seniority based on their date of hire as a professional Fire Fighter at their consortium department. This seniority shall apply as defined in Article 8.3 of the CBA.

2. Deputy Fire Marshal. If there are fewer than two (2) employees per assignment opening applying for the Deputy Fire Marshal assignment, or if fewer than two (2) employees meet the minimum requirements of the assignment, the assignment will be advertised externally in accordance with the Redmond Civil Service Rules. When an external recruitment is required, two (2) eligibility lists will be created, one internal and one external. Both lists will be valid for eighteen (18) months; however, the internal eligibility list shall be exhausted prior to utilizing the external eligibility list.

- D. Seniority for Assignments. For the purpose of assignments, seniority shall be Seniority in Rank, provided that, if the assignment is open to multiple ranks, then seniority shall be Department Seniority.
- E. Assignment Terms. An employee who has been assigned to the Training Battalion Chief, Training Captain, Administrative Medical Services Officer, Training Lieutenant, Central Purchasing Officer, or Training Paramedic assignments shall have the right either (i) to a second two (2) year term or, (ii) if no other qualified applicants apply, to extend the term in one (1) year increments. An employee other than a Battalion Chief or an employee assigned as a Deputy Fire Marshal, who has been assigned to a position pursuant to this Section for two (2) rotations, as defined by the Department for each assignment, see Subsection G. below, shall not be eligible to apply for that same assignment for a third (3rd) consecutive rotation unless no other qualified employee applies. Battalion Chiefs shall be limited to two (2) consecutive rotations regardless of whether other qualified employees apply. The minimum term of assignment as a Deputy Fire Marshal or Hazardous Materials Team shall be five

(5) years. There will be no limit to the duration of the Deputy Fire Marshal assignment or Hazardous Materials Team assignment; however, employees may be reassigned at any time on the basis of staffing needs and/or fiscal restraints.

For Deputy Fire Marshals assigned to the Fire Prevention Division the following shall apply: when vacancies exist for Civil Service positions to which the employee is eligible to fill the employee shall be moved within three (3) months, provided that there is no more than one (1) transfer of the above identified Deputy Fire Marshals out of Fire Prevention per six (6) month period.

Fire Fighter Paramedic: The minimum commitment to the Fire Fighter Paramedic assignment shall be five (5) years, with the exception of an individual who is offered a promotion to a higher rank (Driver/Engineer, Lieutenant, Captain, Battalion Chief, Assistant Fire Marshal, or Fire Marshal) or elects to retire from department employment. There is not a time limit as to how long a Fire Fighter Paramedic remains in that assignment. Fire Fighter Paramedics who desire to be reassigned to the Fire Fighter or other eligible position shall provide notice to the Department by January 1 of the year prior to their desired year of reassignment. This notice is necessary to provide adequate time to select and train replacement Fire Fighter Paramedics. The reassignment will be effective no later than December 31 of the year following delivery of the notice. (Example: Notice is required by no later than January 1, 2020 for a reassignment to occur no later than December 31, 2021. Notice given on January 2, 2020 could extend the reassignment by no later than December 31, 2022).

- F. Hazardous Materials Team/Right to Return. When, due to a change of the employee's shift or duties, an employee is removed from a Hazardous Materials Team assignment with greater than one (1) year remaining of the term of the assignment, the employee shall have the option to return to the assignment if there is a vacancy and the employee's shift and duties allow the return.
- G. Termination of Assignment. The termination of any assignment made pursuant to this Article shall be for "just cause" and shall be subject to the grievance procedure; provided however, during the initial six (6) months of any assignment made pursuant to such subsections, the Chief may return the employee to his/her prior assignment if, after consultation with the employee, the Chief, in his/her sole discretion, determines in good faith that the employee is not suited to the assignment, which determination shall not be subject to appeal through Civil Service, the grievance procedure, or grievance arbitration.
- H. Assignment Terms. For the purposes of determining the rotation applicable for each assignment listed in Subsection A, the following shall apply:
- Training Battalion Chief - two (2) years (January to December)
  - Training Captain - two (2) years (January to December)
  - Administrative Medical Services Officer – two (2) years (January to December)

- Training Lieutenant – two (2) years (January to December)
- Training Paramedic – two (2) years (January to December)
- Deputy Fire Marshal – minimum of five (5) years with no maximum
- Hazardous Materials Team – minimum of five (5) years with no maximum
- Urban Search and Rescue - five (5) years
- Central Purchasing Officer (Lieutenant) – three (3) years (January to December)

The rotation of the Training Battalion Chief and the Training Captain will be staggered to avoid both assignments being rotated within the same year.

For the purpose of determining the end of an appointment term, the appointment periods for the Training Battalion Chief, Training Captain, Administrative Medical Services Officer, Training Lieutenant, Training Paramedic, Deputy Fire Marshal and Central Purchasing Officer will be rounded to the nearest six (6) months. For example, an appointment of the Training Captain on June 30 will relate back to January of that year for the purpose of determining the end of the appointment term, and an appointment on July 1 will relate forward to January 1 of the following year for the same purpose.

- I. Modification of Assignments. It shall be the intent of this Article to establish time duration requirements for the assignments noted in Subsection H. However, both parties recognize that on occasion the need to temporarily modify an assignment may arise. In such case(s), both parties will mutually agree to the necessary length to which the modification shall be made. Employer shall not unilaterally extend an appointment except due to extenuating circumstances. Based on operational needs, the employee serving in these assignments may be reassigned to twenty-four (24) hour shift work periodically during the assignment, or as necessary the assignment may be suspended at any time. Assignment time spent in suspension shall not affect the expiration date of the assignment term.
- J. Urban Search and Rescue/Qualifications and Criteria. The necessary qualifications and criteria for assignment to and composition of the Urban Search and Rescue Team shall include the minimum qualifications established by the Urban Search and Rescue Regional Team. If there is more than one (1) applicant for the Urban Search and Rescue Team meeting the qualifications required by the Urban Search and Rescue Team, the assignment shall be based on Department Seniority.
- K. Deputy Fire Marshal Qualifications. The necessary qualifications for assignment to Deputy Fire Marshal shall be a minimum two (2) year non-probationary bargaining unit employee.
- L. Deputy Fire Marshal Training/Certification. Training and certification will be obtained as expeditiously as possible and must be completed within two (2) years from the date of assignment as a Deputy Fire Marshal. Failure to obtain required certifications within the specified time period will result in reassignment, provided that the Employer may allow more than two (2) years for an employee to obtain the

required certifications due to scheduling restraints or other limitations of the availability of training classes or certification testing opportunities.

- M. Deputy Fire Marshal Salary. The salary range for the DFM assignment shall be the same as Lieutenant. At the time of initial assignment, the employee will be placed at the lowest Lieutenant pay step that provides a minimum of seven percent (7%) increase from the employee's then current salary. Employees leaving the assignment and returning for subsequent assignments to DFM shall be returned to the pay step from which they transferred.
- N. Consecutive Assignments. No employee covered by this agreement shall be required to serve in consecutive non-line assignments.

## **ARTICLE 13     DISCIPLINE**

**Section 13.1 – Employees Covered.** All employees identified within "Article 1 - Recognition" of this contract shall receive the full benefit and protection of this Article. Probationary employees shall be subject to the limitations contained in Section 13.3 - Process and Procedures.

**Section 13.2 – Scope of Discipline.** Suspension and non-probationary discharge shall be for just cause.

**Section 13.3 – Process and Procedures.** Prior to the imposition of discipline other than oral warnings, an employee shall be provided a copy of the alleged violation charged and informed of their right to meet with the Chief or their designee (provided however, the designee shall be of a higher rank than the officer responsible for discharging the discipline) to discuss the alleged violation, to review documents upon which the Employer depends as proof of the alleged violation, and to have a representative of the Union present during the meeting. The employee shall request this meeting and/or the opportunity to review documents within forty-eight (48) hours of the notice.

A Captain or Battalion Chief acting in the classification of Deputy Chief may be involved in investigations related to discipline. The employee shall not participate in decisions related to discipline.

When an investigation occurs, the employee shall receive an update from the City every thirty (30) days on the status of the investigation, until the investigation is concluded. If the employee wants a status update during the thirty (30) days, the Union can request an update from the City at any time.

This shall not prevent the Employer from suspending the employee from all further duties pending the final decision as to the appropriate discipline or the overturning of said discipline by the appropriate authorities.



At the request of the employee or the Employer all discipline other than oral warnings shall be subject to the Disciplinary Review board procedure as established in the Rules and Regulations.

Documentation of oral warnings shall be maintained in the supervisor's file and will include the date and subject matter (i.e., an explanation of the violations and a clear description of the corrective actions required on the part of the employee). Any documentation made by the supervisor shall be purged from all records after a period of one (1) year.

Prior to termination of a probationary employee the Employer shall allow the Disciplinary Review Board two (2) weeks to review the evidence relating to the proposed action as outlined in the Rules and Regulations. The Employer shall have the right to suspend the employee, with pay, during the two (2) week period. The Disciplinary Review Board may make a recommendation to the Employer within the two (2) week period regarding the probationary employee's status. The Employer shall retain the final decision-making authority concerning the employee's status, with no right by the employee or Union to appeal through the grievance procedure or Civil Service. The probationary employee may request, in writing, that the Disciplinary Review Board not conduct a review.

**Section 13.4 – Copy of Charges.** The employee shall be entitled, upon their request, a copy of the alleged violation or charges, if any, and a Union representative present at any meeting held with the employee to discuss potential disciplinary action.

**Section 13.5 – Removal of Notice of Suspension.** An employee may request that the Fire Chief remove a disciplinary suspension that has been in the employee's file for at least seven years. Any such request must be in writing, must attach a copy of the notice of suspension, and must state the grounds upon which removal is requested. The Fire Chief has sole discretion as to whether the employee's request shall be granted. If the Fire Chief denies the employee's request, that decision is not subject to grievance, civil service appeal, suit, review by the Disciplinary Review Board, or any other process which otherwise might be available to either the employee or the Union. If the Fire Chief grants the employee's request, the Fire Chief will notify the Human Resources Director that the disciplinary suspension should be removed from the employee's personnel file.

## **ARTICLE 14     GRIEVANCE PROCEDURES**

**Section 14.1 – Definition of Grievance.** A "grievance" is defined as an alleged violation of the terms of this Agreement.

**Section 14.2 – Aggrieved Party.** The Union has the right, as exclusive bargaining representative, to file grievances on behalf of the individually aggrieved employees as well as to itself file grievances as the aggrieved party when acting on behalf of the bargaining unit collectively. The Union, not an individual bargaining unit member, has exclusive authority to determine whether to file a grievance.

**Section 14.3 – Grievance Procedure.** Grievances shall be handled in the following manner:

Step 1 The aggrieved employee shall submit in writing to the Union President and/or Vice President all known relevant facts pertaining to the alleged grievance on the Grievance Form. The Union Grievance Committee, upon receiving a thorough and complete Grievance Form submitted by the employee to the Union President and/or Vice President, shall determine if a grievance exists within fourteen (14) calendar days. Based on the Grievance Committee ruling and the pertinent information surrounding the situation the Union Executive Board will decide whether to pursue further action. Within seven (7) calendar days of the Union Executive Board's decision to submit a grievance, the Union shall submit the grievance on the Grievance Form with Step One completed and present it to the employee's immediate supervisor. If any of these timelines mentioned above cannot be met, the Chief or his/her designee shall be notified.

Step 2 Grievances must be presented by the Union to the affected employee's immediate supervisor no more than thirty (30) calendar days after the date the affected employee becomes aware of the alleged violation. In no event shall a grievance be presented more than ninety (90) days after the occurrence of the alleged violation.

Within seven (7) calendar days of receipt of the grievance, the employee's immediate supervisor and the affected employee and the Union shall meet and discuss the grievance in an effort to resolve it. Within seven (7) calendar days following this meeting, the supervisor shall provide the Union with a written response to the grievance. If the employee's immediate supervisor is a company officer, the immediate supervisor must obtain approval from his/her Battalion Chief and the Deputy Chief prior to providing the Union with the written grievance response.

Step 3 If the Union decides that the grievance was not satisfactorily resolved at Step 2, the Union may advance the grievance to the Fire Chief. To advance the grievance the Union must, within fourteen (14) calendar days after receiving the immediate supervisor's Step 2 grievance response, provide the Fire Chief with written notice it is advancing the grievance.

Within fourteen (14) calendar days after receiving the Union's Step 3 notice to the Chief, the Chief (or the Chief's designee) shall meet with the affected employee and the Union to discuss the grievance. The parties shall discuss the merits of the grievance and explore possible resolution. Within fourteen (14) calendar days following this meeting, the Chief (or the Chief's designee) shall provide the Union with a written response.

Step 4 If the Union decides that the grievance was not satisfactorily resolved at Step 3, the Union may advance the grievance to the Mayor. To advance the grievance, the Union must, within fourteen (14) calendar days after receiving the Fire Chief's Step 3 grievance response, provide the Mayor with written notice it is advancing the grievance.

Within fourteen calendar days after receiving the Union's Step 4 notice to the Mayor, the Mayor (or the Mayor's designee) shall meet with the Union to discuss the

grievance. The parties shall discuss the merits of the grievance and explore possible resolution. Within fourteen (14) calendar days following this meeting, the Mayor (or the Mayor's designee) shall provide the Union with a written response.

**Step 5** (OPTIONAL): If the grievance is not settled satisfactorily, the Union and Employer may mutually agree within fourteen (14) calendar days to submit the grievance to mediation. The two (2) parties will then have another fourteen (14) days to agree upon a mediator drawn from a panel of neutrals formally trained in grievance mediation.

The mediator will attempt to assure all necessary facts and considerations are revealed to him or her but will not have authority to compel resolution of the grievance. Further, the parties will not be limited solely to the facts and considerations they presented at earlier steps in the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed.

If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with Step 5 of this grievance procedure. In this case, the mediator may not serve as arbitrator, nor may either party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in mediation may be used against it in arbitration.

The cost of the mediator will be borne equally by both parties.

**Step 6** If the Union decides that the grievance was not satisfactorily resolved at Step 4 or optional Step 5, the Union may advance the grievance to arbitration. To do so, the Union must provide written notice to the Fire Chief of its intent to advance the grievance to arbitration. The written notice must be received by the Fire Chief within fourteen (14) calendar days of the Mayor's Step 4 written decision or, if mediation was pursued under Step 5, within fourteen (14) calendar days of the date the Step 5 mediation concludes.

Within ten (10) calendar days of the Union's written notice to the Fire Chief of its intent to advance the grievance to arbitration, a representative of the Union and of the Employer shall meet in an effort to jointly select an arbitrator. If unable to agree on an arbitrator, the parties shall request a list of seven (7) arbitrators from the Public Employment Relations Commission. Within ten (10) calendar days of receipt of the list of arbitrators, the representatives of the Union and of the Employer shall meet and alternatively strike names from the list of seven arbitrators until only one (1) remains.

The arbitrator shall submit, in writing, his or her decision within thirty (30) days following the close of the arbitration hearing or the submission of closing briefs by the parties, whichever is later, unless the parties agree to an extension. The arbitrator's decision rendered shall be final and binding on the parties.

The parties will share equally all costs and fees of the arbitrator. Each party shall be responsible for all costs and attorney's fees associated with its own representation.

Extension of the above time limits or waiver of any step may be accomplished through mutual written consent of both parties.

## **ARTICLE 15     RULES AND REGULATIONS**

**Section 15.1 – General.** The Union agrees that its members shall comply with all Rules and Regulations of the Redmond Fire Department, including those relating to conduct and work performance. The Employer agrees that improper application of the Rules and Regulations which affect working conditions and performance shall be subject to the grievance procedure. Prior to implementing new rules, or changes in rules, the Employer shall discuss the proposed changes with the Union.

**Section 15.2 – Modifications.** Unless otherwise agreed, prior to modifying (a) Department Rules and Regulations or Standard Operating Guidelines (SOG's), (b) Civil Service Rules, or (c) the City of Redmond Personnel Manual, which modifications affect wages, hours or working conditions of bargaining unit employees: (1) Employer shall notify the President of the Union in writing thirty (30) calendar days before any such modification; (2) Employer shall meet and confer upon written request of the Union, at a mutually convenient time, and within the thirty (30) calendar day notice period to discuss the proposed changes; (3) each party shall keep minutes of those meetings which shall be maintained as fire department records. The Union agrees to provide Employer with a current list of officers.

After the thirty (30) day notice period the modifications not in conflict with this Agreement may be implemented by Employer. If any modified Rules and Regulations and/or SOG's which affect wages, hours or working conditions have not been through the above described process, the modifications shall be considered null and void, until the process contained herein is followed. Modifications to the requirements described above can be made through the mutual consent of both parties.

## **ARTICLE 16     SALARIES**

The salary schedule and pay plan of the employee classifications covered by this Agreement is set out and attached as Appendix A, which shall form a part of, and be subject to, all the provisions of this Agreement.

## **ARTICLE 17     BASIC RATE OF PAY**

**Section 17.1 – Calculation.** The basic rate of pay shall be equal to the monthly salary plus other regular monthly compensation required to be included for the calculation of the overtime rate of pay by the Federal Fair Labor Standards Act, multiplied by twelve (12) to obtain the annual salary, then divided by (a) two thousand five hundred thirty eight (2,538) hours for the basic rate of pay applicable to shift personnel, and all other employees while working relief

shifts; and (b) two thousand eighty hours (2080) for the basic rate of pay applicable to forty (40) hour personnel.

**Section 17.2 – Out of Class (Acting) Pay.**

A. Initiation: Out of class pay shall be initiated as follows:

- a. With the exception of acting station Captains, employees assigned to a shift in a higher classification ~~in excess of four (4) consecutive hours~~ shall be compensated as provided in Subsection C. below for ~~each consecutive hour~~ time worked in that classification.
- b. For the purposes of an acting station Captain, the out of class pay will be initiated when the station Captain is on leave or assigned to another position for more than two (2) consecutive shifts. Out of class pay as the acting station Captain(s), when station Captain duties are performed, will then be retroactive to the first consecutive shift of acting as the station Captain and will not exceed the number of shifts that the station Captain is absent.
- c. Employees assigned to a higher classification with a forty (40) hour workweek schedule in excess of forty (40) consecutive work hours shall be compensated as provided in Subsection C below. The out of classification pay shall be retroactive to the beginning of the forty (40) hour period.
- d. Procedures for filling acting out of classification assignments shall be outlined in SOG Personnel - 004.

B. Use of Acting. In order to create capacity and reduce overtime, management has the authority to approve acting out of classification two ranks up. Acting out of classification is a way of saving on overtime costs. Acting out of classification will be used to save on overtime; however, acting out of classification which will cause overtime in a lower rank will not be approved. In such situations the need will be filled by calling back an employee of the rank needed at the overtime rate.

C. Rates for Out of Class Pay. The rates for out of class pay shall be:

~~Effective 1-1-20 through 12-31-20:~~

~~Rate A: Employees acting as Lieutenant, Captain, Medical Services Officer, or Assistant Fire Marshal~~

~~Rate B: Shift Captain acting as Battalion Chief and forty (40) hour work week employees acting in positions as Fire Marshal, Training Battalion Chief~~

~~Rate C: Firefighter acting as Driver/Engineer~~

~~Rate D: When acting two ranks up – Firefighter acting as Lieutenant (double Rate A)~~

~~Rate E: When acting two ranks up – Lieutenant acting as Battalion Chief (Rate A + Rate B)~~

~~The amounts for each rate shall be as provided in Appendix A., Section A.11.~~

**Effective January 1, 2021:**

Class Pay rates shall be set forth in Appendix A, Section A.11. ~~As of 1-1-21,~~ Out of Class Pay shall be calculated using the hourly rate difference between the top step of the position the employee is in (regardless of the actual step that employee is in) to the bottom step of the position the employee is working out of class in. Out of Class Pay rates shall be updated on January 1<sup>st</sup> of each year when the new pay plan becomes effective

**Section 17.3 – Captain or Battalion Chief Acting as Deputy Chief.** Except as otherwise identified below, represented members of the Union holding the position of Captain or Battalion Chief are allowed to act as Deputy Chief and retain their Union status under the following parameters:

Wages:

- Higher Classification: Upon acting to the classification of Deputy Chief an employee shall be compensated at five percent (5%) above their current salary as set forth in the applicable pay plan.
- Day Shift Incentive Pay: Employee acting in the classification of Deputy Chief shall receive day shift incentive pay as described in Appendix A.
- Longevity, Seniority, and Continuous Employment: Longevity, seniority, and continuous employment shall be maintained and shall continue to accrue as set forth in the CBA while acting in the non-represented classification as if the employee was not acting in a non-represented classification. (See Appendix A)
- Exempt Status: The employee acting as Deputy Chief shall be in an exempt status and shall not be eligible for overtime. While in the exempt status, employee shall not be able to cover shifts as a Captain or Battalion Chief, and employee shall receive Professional Leave as set forth in the CBA. (See Section 18.3)

Time Frame:

- Activation: This section will apply for any known vacancies of 4 weeks or more for the position of Deputy Chief unless mutually agreed to by Labor and Management.
- Duration: No employee shall be assigned to act as Deputy Chief for greater than 6 months without the advanced mutual agreement between City and Union.

Impacts:

- Negotiations: The employee acting as Deputy Chief will not be involved or participate in labor negotiations related to hour, wages, or working conditions while acting as Deputy Chief. (See Section 5.5)
- Discipline: The employee acting as Deputy Chief may be involved in investigations related to discipline. The employee shall not participate in decisions related to discipline. (See Section 13.3)
- Union Membership: The employee shall retain their Union membership and shall continue to pay Union dues.

- Acting Out of Class: The acting out of class provisions of the CBA shall not be followed when the employee is acting as Deputy Chief.
- Benefit Implications: The employee is encouraged to contact the HR Benefits Administrator to discuss any benefit implications prior to accepting the acting non-represented position.
- No Conversion of Benefits: The conversion of benefits from shift work to days (i.e., 40-hour workweek) set forth in the CBA shall not apply. (See Section 19.9)
- All Other Provisions Apply: Except where otherwise identified herein all other provisions of the CBA shall apply to the employee acting in the position of Deputy Chief as if the employee was still in their regular position.

**Section 17.3—Section 17.4 – No Pyramiding.** Notwithstanding any other provision of this Agreement, premium, working out of classification and overtime pay shall not be duplicated or pyramided. Premium and overtime pay shall be based on the employee's base salary; provided however, an employee working out of class shall receive the out of class pay as provided in Section 17.2 in addition to any overtime pay the employee is entitled to receive pursuant to this Agreement.

## **ARTICLE 18      OVERTIME, CALLBACK AND PROFESSIONAL LEAVE**

**Section 18.1 – Overtime and Callback.** Overtime and callback shall be governed by the most current revision of SOG, Procedures - 014 which, notwithstanding the provisions of Article 15, shall not be revised without the mutual written consent of the Union and Employer.

**Section 18.2 – Professional Leave.** Except as otherwise specifically provided in SOG Procedures-014, the Medical Services Administrator, Training Battalion Chief, and Fire Marshal are not entitled to overtime pursuant to this Agreement, but are afforded greater flexibility with regard to their workday. Further, in recognition of the additional hours worked by such employees from time to time beyond their standard workweek, at the beginning of each calendar year such employees shall automatically be credited with forty-eight (48) hours of professional leave. Professional leave is intended to be used for occasional paid days off without reducing an employee's accrued vacation. Use of professional leave must be approved by an individual's supervisor. Any professional leave not used during the course of a calendar year shall be forfeited. Unused professional leave shall not be paid to an employee upon resignation or termination.

**Section 18.3 – Captain or Battalion Chief Acting as Deputy Chief.** Captains or Battalion Chiefs acting in the classification of Deputy Chief shall be in an exempt status and shall not be eligible for overtime. While in the exempt status, the employee shall not be able to cover shifts as a Captain or Battalion Chief, and the employee shall receive Professional Leave as set forth in the CBA.

## **ARTICLE 19      HOURS OF WORK**

**Section 19.1 -Workweek and Work Period.**

- A. The workweek for employees assigned to a five (5) day workweek or any variation thereof shall be forty (40) hours.
- B. The work period for twenty-four (24) hour shift employees shall be a nineteen (19) day work period. In recognition of the overtime threshold established by the Fair Labor Standards Act, 29 U.S.C. 201 et seq. (hereinafter "FLSA"), hours worked on an employee's assigned shift that exceed one hundred and forty four (144) in any 19 day work period will be deemed FLSA overtime hours and compensated at time and one half at the employee's basic rate of pay for overtime.

While assigned to 24-hour shift work, an employee's assigned workdays and days off duty will fall into groups of 19 consecutive days referred to as a work period. Work periods will continuously repeat. This group of repeating work periods will form a work cycle.

To keep work periods at the FLSA threshold of 144 hours, every employee working the three platoon 48/96 schedule will be assigned forty-eight (48) hours off duty every 114 days. This 48-hour block of time is referred to as a work cycle break (WCB) and occurs on the last day of one work period, and on the first day of the next work period.

Example of how the 48/96 schedule pattern flows through the 19-day cycle

DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	DAY	HRS
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	
24	24					24	24					24	24					WCB	144
WCB					24	24					24	24					24	24	144
				24	24					24	24						24	24	144
			24	24					24	24						24	24		144
		24	24					24	24						24	24			144
	24	24					24	24						24	24				144
WORK CYCLE BREAKS (WCB) REPEAT EVERY 114 DAYS																			
24	24					24	24					24	24					WCB	

To distribute WCBs as evenly as possible on the master time off schedule, each employee will be assigned to one of nineteen work cycles (WC1 through WC19). Each of the nineteen work cycles will have starting days that stagger, one day apart. The staggered start days allow for each cycle's required break time to also stagger. This creates a daily distribution of the required WCB time for each 24-hour shift.

When an employee changes work cycles after annual time off selection, another employee may have scheduled time off in a 48-hour block of time that is needed for the new cycle's break. In this circumstance, to keep from exceeding the daily maximum allowed off-duty, the employer may need to schedule the break as two



single 24-hour days. These 24-hour single days are still required to occur in the appropriate 19-day work period to keep hours at 144.

Like time off accommodations due to involuntary shift transfers may also be used to satisfy FLSA work period hour requirements. If the accommodations reduce work period hours to 144, then for the affected periods, the employer will designate the like time as the required work cycle break. In this case the employee may be scheduled to work on the regular work cycle break assigned to the work cycle.

During times when December 23 and 24 are scheduled as singles, if an employee's work period hours will exceed 144, they will need to utilize Section 19.6 to work on their assigned shift. Employees utilizing Section 19.6 for this purpose will remain on the 48/96 schedule and record their time accurately to avoid exceeding 144 hours in their work period.

The Battalion Chief's office will maintain all work cycle records such as a master roster of assignments, transfer records, like time accommodations, and a master file of all work cycles, and their associated work cycle breaks, all of which may be electronic records.

**Daylight Savings Time.** Employees who work a longer shift when the clocks are moved back one hour to Standard Time in the fall will be paid for the time in excess of the employee's normal workday at the overtime rate of pay. Employees who work shorter shifts when the clocks are moved forward to Daylight Savings Time in the spring will have the option of choosing to work an additional hour so that the employee works a full shift, or to use one hour of paid time off (e.g. vacation, but not sick), at the employee's discretion. Seven (7) days advance notice must be provided to the employee's supervisor if the employee is going to elect to work the hour in lieu of using paid time off.

**Section 19.2 - Annual Hour Reduction (AHR) Time.** AHR time reduces the annual hours of work and establishes an average workweek of 48.64 hours. AHR time is required to be taken off when assigned to 24-hour shift work and consists of Work Cycle Break days and Kelly days. Employees scheduled to work the full calendar year will take a total of 16 AHR days off for the year. Interruptions to the 24-hour work schedule that assign the employee to a 40-hour work week will reduce the annual AHR time amount, see Section 19.9.

- A. Annually in November, each employee will be issued their assigned work cycle. This notification will confirm the employee's assigned FLSA work cycle number, the associated work cycle breaks, and the amount of Kelly days available for annual time off scheduling.
- B. The portion of AHR time designated as Work Cycle Break days shall be pre-determined by the employee's assigned work cycle. After annual time off selection is complete any exchanging of Work Cycle Break days between employees shall be considered as substitutions under Section 19.6.

- C. The portion of AHR time designated as Kelly days depends upon on the amount of Work Cycle Break days an employee has assigned for the calendar year, and will be determined by the following formula:

16 minus WCB days = Kelly days available for the calendar year

- D. All scheduling of Kelly days shall be subject to Section 23.3, with the exception of “G” below.
- E. Kelly days shall be taken off in increments of twenty-four (24) hours. In the event an employee finds they have an amount of Kelly time under twenty-four (24) hours, the partial day may be combined with vacation or holiday leave to create a twenty-four (24) hour period.
- F. To provide for predictability and minimize the administrative impact associated with changing an employee’s assigned work cycle, once the work cycle number is assigned to the employee, the employee will stay assigned to the same work cycle. If the employer determines an employee needs to change to a new work cycle, the employee will be notified of the following:

The reason for the change to a new work cycle, their last workday on the old shift and their first workday on the new shift

The last date they will be assigned to the old work cycle, this may or may not be a workday

The first date they will be assigned to the new work cycle, this may or may not be a workday

Their scheduled work period hours on the old cycle for the last 19-day work period, this needs to be 144 hours or less to avoid overtime

Their scheduled work period hours on the new cycle for the first 19-day work period, this needs to be 144 hours or less to avoid overtime

When an employee’s work cycle needs to change, they will be transferred into an “unassigned” work cycle. Once an employee vacates their previously assigned work cycle it shall become an unassigned cycle. The employer will designate unassigned work cycles each year at the time of work cycle notification.

- G. When a 24-hour shift employee does not work a full calendar year on shift work they will have their AHR time reduced to reflect the number of days not assigned to 24-hour shift work. The calculation per day and reconciliation methods can be found in Section 19.9. In the event that a work cycle break is required but the employee does not have an adequate amount of AHR time the employee will have the time debited from their vacation or holiday banks.

- H. The parties acknowledge that where an employee has taken sick or other leave during a work period the reduction of work period hours could affect overtime eligibility under the FLSA. In consideration of the agreement of the Union and each and every member thereof to accept AHR time in lieu of compensatory time off in accordance with-past practice, the Employer agrees to a continuance of overtime eligibility on the basis of scheduled hours of work rather than hours of actual work.
- I. Personnel assigned alternative work pursuant to Section 19.4 shall have their AHR time evaluated per Section 19.9 and adjusted accordingly.
- J. Upon separation from employment, the 24-hour shift employee's partial year will be evaluated per Section 19.9. If the employee is found to have used excess AHR time during the partial year, the employer shall deduct from the final pay the amount equal to any excess AHR time. If the employee has used less AHR time than the amount needed to fulfill the 48.64 workweek, the employee shall be compensated for the extra time worked at a rate equal to the regular rate of pay prior to separation, or when possible, the employer may require the employee to take the additional time off prior to separation.
- K. The parties acknowledge that work cycle breaks are required to eliminate the risk of incurring FLSA overtime related to the employee's assigned shift and scheduled hours in each work period. Work cycle breaks keep work period hours at 144 and establish the FLSA 53-hour average work week.
- L. It is the intent of this Article to provide for a reduction in the workweek to 48.64, irrespective of any legislative action which may modify or eliminate the current FLSA

**Section 19.3 - Hours of Work.** With the exception of twenty-four (24) hour Battalion Chiefs and Medical Service Officers for whom the shift change shall be seven a.m. (0700 hours), the shift change for all other twenty-four (24) hour employees shall be eight a.m. (0800 hours). Employees assigned to the forty (40) hour workweeks shall normally work Monday through Friday, eight a.m. (0800 hours) to five p.m. (1700 hours), with one (1) hour off for lunch. When an employee's regular duties or special assignment require or so long as otherwise mutually agreed between Employer and employee, and subject to the exceptions noted in Section 19.1.C., the forty (40) hour workweek schedule may be adjusted.

**Section 19.4 - Alternative Work.** When an employee is unable to perform their regular duties due to injury or illness and appropriate alternative work is available, the employee may be so assigned, provided however, incentive pay as provided in Appendix A, Section A.2.3 shall not apply to such employees.

**Section 19.5 - Recruit or Special Training.** Employees assigned to a forty (40) hour workweek for recruit or special training programs and who are required to attend training sessions in excess of forty (40) hours per week shall be compensated at the overtime rate for such excess hours.

**Section 19.6 - Shifts Trades.** Employees assigned to twenty-four (24) hour shifts shall have the privilege of shift trades. Shift trades shall be considered as substitutions under the FLSA 29 U.S.C. 207(p), and the Employer shall have no obligation to keep records of such trade or to revise hours of work to reflect the substitution. Shift trade requests made less than 30 days in advance of the trade, shall require the employee's supervisor's approval. The supervisor shall have five (5) day to review and respond to the employee's request. Shift trades made more than 30 days in advance require notification to the employee's supervisor and the shift schedulers.

Following a disciplinary ruling, the Fire Chief or designee may suspend an employee's ability to make new trade requests for a determined amount of time. Previously agreed upon shift trades will still be honored.

Shift trades shall not be used to extend any combination of vacation, holiday leave, or other leaves beyond three (3) sets for probationary employees, or eight (8) sets for other employees. Exceptions can be made to the above time limitations in the event the trades are made due to extended illnesses or injuries to the employee or family members. It shall not be the intent of this Section to permit personnel to trade shifts for dates which, at the time the trade would be made, the employee already knows or should know that they cannot pay back the trade (i.e. pre-scheduled surgery). It is the responsibility of each employee who enters into a shift trade to work their agreed shift. If an employee is unable to work the agreed shift trade and knows more than thirty (30) days in advance, then it is the responsibility of the person originally working that date to find new coverage. If an employee is unable to work the agreed shift trade and the shift trade is thirty (30) days or less in the future, it will be the responsibility of the person who is unable to work the trade to find coverage on behalf of the originally scheduled person.

**Section 19.7 - Work Day.** Schools, drills, inspections, and all other routine work may be performed beginning at eight a.m. (8:00); ending no later than eight p.m. (8:00). The hours between 8:00 p.m. and 8:00 a.m. shall be considered standby time for the purpose of emergency response. One night drill per quarter and necessary maintenance to apparatus and equipment so it is in a readiness state may be performed outside the routine work schedule. Night drills shall be concluded by no later than ten p.m. (10:00) or two (2) hours after nightfall, whichever is later.

**Section 19.8 - Late for Work.** This Section governs the process for individuals to cover assigned positions at the beginning of shifts due to unforeseeable delays in reporting for work. The following procedures will be used for the situation as stated above:

- (1) Unforeseeable situation occurs which will cause employee to be late in reporting to work at assigned time
- (2) Employee reports situation to supervisor, unless employee has no possible access to a telephone
- (3) The employee will attempt to arrange for emergency standby coverage necessary to fill the vacancy with a qualified person
- (4) If the employee is unable to arrange an appropriate standby, the employee may be subject to disciplinary action based on the specific circumstances present

**Section 19.9 - Conversion of Benefits.** With the exception of employees acting as Deputy Chief, the following conversion of benefits shall be used when an employee goes from a forty-eight and 6/10 (48.6) hour week ("24-Hour Shift") to a forty (40) hour week ("40-Hour Week") or from a 40-Hour Week to a 24-Hour Shift. For Captains or Battalion Chiefs acting in the classification of Deputy Chief, the conversion of benefits from shift work to days (i.e., 40-hour workweek) set forth in this section does not apply.

A. 24-Hour Shift Employee Going to 40-Hour Week. The following conversions and standards shall apply when a 24-Hour Shift Employee goes to a 40-Hour Week position and remains in that position:

- (1) Overtime. When a 40-Hour Week employee works overtime on the line, the basic rate of pay shall be calculated as provided in Section 17.1, clause (a) for shift personnel.
- (2) Holiday. At the time of confirmation of the assignment to the 40-Hour Week position (which may have a future effective date), the employee shall have the opportunity to select one (1) of the following three (3) Holiday Leave options:
  - (a) Accrued holiday time shall be paid at the basic rate of pay for the 24-Hour Shift position that the employee is leaving. Each individual leaving a 24-Hour Shift position for a 40-Hour Week position will have the option of either cashing out all accrued holiday time, or all but ninety-six (96) hours. If the employee elects to retain the ninety-six (96) hours, the time shall be held in reserve until the individual returns to 24-Hour Shift work. Once the employee returns to the 24-Hour Shift, holiday time will be accrued on top of the ninety-six (96) hours;
  - (b) Accrued holiday leave time shall be frozen at the time of leaving a 24-Hour Shift position for a 40-Hour Week position. The time shall be held in reserve until the employee returns to 24-Hour Shift work; or
  - (c) Accrued holiday leave time shall be converted from the 24-Hour Shift accrual rate to the 40-Hour Week accrual rate. Divide the total holiday leave hours accrued and not used by the employee by forty-eight and six tenths (48.6) hours, and then multiplying by forty (40) hours, which then equals the new holiday leave accrued for 40-Hour Week use. The employee will be allowed to use the accrued holiday leave time upon supervisor approval.
- (3) Sick Leave.

- (a) LEOFF II – Divide the total sick leave hours accrued and not used by the employee by forty-eight and 6/10 (48.6) hours, and then multiply by forty (40) hours, which then equals the new sick leave accrued. If the converted accrued balance is in excess of nine hundred sixty (960) hours, the excess amount of converted sick leave over nine hundred sixty (960) hours shall be recorded as sick leave available to be taken as “Excess Converted Sick Leave”, which shall be used only if all other sick leave is used first. An employee shall not have the right to re-accrue any Excess Converted Sick Leave used. Except as provided in this paragraph, the sick leave accrual and usage of shift employees converting to 40-Hour Week shall be the same as continuing 40-Hour Week employees.
- (4) AHR Time. Prior to transfer from the 24-Hour Shift, the Employee’s AHR time used to date will be totaled and then adjusted if necessary. To determine if an adjustment is needed the following formula will be applied: (i) divide three hundred eighty four (384) hours by three hundred sixty five (365) days, which equals one and 52/1000 (1.052) hours of AHR earned per calendar day, (ii) multiply one and 52/1000 (1.052) by the number of calendar days completed in the current calendar year as of the time of transfer, and (iii) from that number, subtract the number of AHR hours used since January 1 of the current calendar. The resulting number is the available AHR hours.

In the event that an employee has an AHR deficit, accrued holiday or vacation time will be used to eliminate the deficit.

It will be the intent of the department to have the employee utilize available AHR prior to the transfer.

- (5) Vacation. Vacation hours shall be converted by dividing the employee's accrued vacation hours by forty-eight and 6/10 (48.6), then multiplying by forty (40) hours. The resulting number will be the employee's new vacation hours as a 40-Hour Week employee.
- B. 40-Hour Week Employee to 24-Hour Shift. The following conversions and standards shall apply when a 40-Hour Week employee goes to a 24-Hour Shift position and remains in that position:
- (1) Holiday. When a 40-Hour Week employee returns to a 24-Hour Shift, the employee will commence accruing holiday leave as provided in the Agreement. In the event that ninety-six (96) hours of holiday leave was banked at the beginning of a 40-Hour Week assignment, ninety-six (96) hours of holiday leave will be credited to the employee upon return to a 24-Hour Shift.

Accrued holiday leave time converted to the 40-Hour Week accrual pursuant to Section 19.9 A.2.c. shall be converted from the 40-Hour Week accrued time to the 24-Hour Shift accrual rate by dividing the total holiday leave hours accrued and not used by the employee by forty (40), and then multiplying by forty-eight and six tenths (48.6) hours, which then equals the new holiday leave accrued for 24-Hour Shift use. The employee will be allowed to use the accrued holiday leave time upon supervisor approval.

(2) Sick Leave.

- (a) LEOFF II – For LEOFF II employees, sick leave shall be converted by the following formula: Divide the employee's total accrued hours by forty (40) and then multiply by forty-eight and 6/10 (48.6) hours, which is the new sick leave accrual balance. If an individual transferring from a 40-Hour Week position has the maximum accrual of nine-hundred sixty (960) hours, they will receive the 24-Hour Shift accrual maximum. If an individual transferring from a 40-Hour Week has less than the maximum accrual of nine hundred sixty (960) hours, any unused Excess Converted Sick Leave for that employee shall be added to new sick leave accrual balance after conversion, up to the 24-Hour Shift accrual maximum.

- (3) AHR time. AHR time will be required per Section 19.2. By identifying the number of calendar days the Employee will be assigned to 24 hour shift work, the amount of AHR time available can be calculated by using the method found in Section 19.9.

- (4) Vacation. Vacation hours shall be converted by dividing the total accrued vacation hours by forty (40) and then multiplying by forty-eight (48.6) hours. The resulting number will equal the new vacation balance.

C. Temporary Assignments (40-Hour Week) Not Exceeding Four (4) Months.

- (1) Overtime. Overtime calculation shall be determined by the type of workweek assigned.
- (2) Holiday. An individual on a 24-Hour Shift who is temporarily assigned to a 40-Hour Week may continue to accrue holidays as provided for shift employees in the Agreement. Holidays occurring during the 40-Hour Week assignment shall be worked.
- (3) Sick Leave. Sick leave shall be converted per the previous description in Section 19.9 A.3.(b) above.
- (4) AHR time. AHR time shall not accrue during time of assignment. Refer to Section 19.9 A4.

- (5) Vacation. Vacation shall be converted as provided in Section 19.9 A.5. above.

## **ARTICLE 20     MILITARY LEAVE**

Military leave shall be granted pursuant to RCW 38.40.060 and RCW 73.16.031 - .061, including any RCW amendments thereto which have been adopted, or are hereafter adopted.

## **ARTICLE 21     JURY DUTY LEAVE**

All employees shall be allowed necessary leave to serve as a member of a jury. During such leave, employees will be paid for their regular base rate of pay less any compensation received for performance of jury duty. To obtain leave and pay differential, the employee must complete any required leave forms and submit evidence of the amount of jury duty compensation.

## **ARTICLE 22     SICK LEAVE**

**Section 22.1 – LEOFF II.** All LEOFF II employees shall, on the date of their employment be credited with sick leave in the following amounts: twenty-four (24) hour shift employees (including any new hires/laterals hired into twenty-four hour shift positions but who are initially assigned to a forty (40) hour work week training such as, for example, attendance at the Academy) = seventy-two (72) hours; forty (40) hour week employees = twenty-four (24) hours. Sick leave credited to an employee may be used during probation, provided that in the event an employee terminates, voluntarily or involuntarily, before completion of probation, the value of any sick leave used by the employee up to a maximum seventy-two (72) hours, shall be deducted from the final paycheck. Thereafter sick leave shall accrue at the following rate: twenty-four (24) hour shift employees = twenty-four (24) hours per month; forty (40) hour week employees = eight (8) hours per month.

Sick leave shall be used concurrently on an hour-for-hour basis with any disability or medical leave taken.

The maximum sick leave accumulation shall be one thousand three hundred forty-eight (1348) hours for twenty-four (24) hour shift employees and nine hundred sixty (960) hours for forty (40) hour week employees. Sick leave shall be deducted, as used on hour for-hour basis.

**Section 22.2 – Payment Upon Death or Retirement.** Upon separation of service due to death or retirement, all LEOFF II employees shall be compensated for twenty-five percent (25%) of their unused accrued sick leave, excluding Excess Converted Sick Leave (see Section 19.9 a.3.), up to a maximum of two hundred fifty-two (252) hours of compensation. For forty (40) hour per week personnel, the sick leave bonus will be calculated as provided in the City of Redmond Personnel Manual.

One hundred~~Fifty~~ percent (~~100~~~~50~~%) of this amount shall be contributed to the employee's WSCFF Employee Benefit Trust Medical Expense Reimbursement Plan (MERP) or Health Reimbursement Arrangement Voluntary Employees' Benefit Association (HRA VEBA)



account. ~~with the remaining fifty percent (50%) to the employee.~~ The employee shall make their selection between MERP or HRA VEBA by following the required process within the required time period. If an employee fails to complete the required process within the required time period or upon separation of service due to death, HRA VEBA will be the default.

The City makes no representations regarding the validity or legality of the MERP or HRA VEBA. The Union and its membership waive any and all claims against the City for mishandling of funds by MERP or HRA VEBA as well as any other claim that may arise due to the City's cooperation in the MERP or HRA VEBA program. The City takes no responsibility for establishing, implementing, overseeing, managing, or any other activity connected to MERP or HRA VEBA.

The City makes no representations regarding the tax consequences to any employee/union member of his/her MERP or HRA VEBA contributions. The Union and its membership waive any and all claims against the City arising out of adverse tax consequences due to an employee's MERP or HRA VEBA contributions.

**Section 22.3 – Use of Sick Leave.** Sick leave shall be granted for bona fide personal injury or illness, forced quarantine of an employee, and to care for the employee's spouse or a family member in the employee's immediate household with a health condition that requires treatment or supervision. Sick leave may be granted for medical and dental appointments subject to the Employer's approval. An employee shall provide a doctor's certificate explaining the reason for the employee's absence as provided in SOG Personnel-017. Employees shall notify the Employer as soon as possible of their inability to report for scheduled duty and, except in emergencies, no later than one (1) hour before the shift commences. The use of sick leave for dependent illness shall be governed by RCW 49.12.270.

A LEOFF II employee shall have the option of using previously scheduled vacation or holiday time off while on sick leave or disability if the continuous duration of such sick leave or disability is anticipated to be more than three (3) shifts. The option shall be exercised by the employee on a one-time basis for, and prior to, all, but not less than all, his/her scheduled leave during such sick leave or disability. If an employee elects to take previously scheduled vacation or holiday time off, that employee shall remain on the time off schedule, and the scheduled vacation or holiday leave will not be made available to others. An employee's scheduled Annual Hour Reduction (AHR) time off may not be cancelled by the employee, and such AHR time shall remain on the time off schedule during any sick leave or disability, and not be made available to other employees. An employee on sick or disability leave during the annual AHR time off selection process will participate in the selection process in the same manner as if he/she were not on leave.

**Section 22.4 – LEOFF II on the Job Injury.** In the event a LEOFF II employee is injured while performing official duties, the employee may draw from their accrued sick leave, the amount necessary to make up the difference between Washington State Industrial Insurance and their regular rate of pay. In such event, the employee shall receive their regular pay from the Employer and endorse all Industrial Insurance checks over to the Employer.

**Section 22.5 – Sick Leave Bonus.** As a bonus for consistent attendance, bargaining unit members shall receive a cash bonus equal to twenty-five percent (25%) of unused sick leave accrued during the preceding twelve (12) months in the manner provided in the City of Redmond Personnel Manual.

For forty (40) hour per weekday personnel, the sick leave bonus will be calculated as provided in the City of Redmond Personnel Manual.

For twenty-four (24) hour shift personnel, the sick leave bonus will be calculated as follows: First, convert sick leave hours earned (Dec. 1 of prior year to Nov. 30 of current year) to a forty (40) hour per week equivalent by multiplying by ninety-six (96) and dividing by two hundred eighty-eight (288). Second, convert sick leave hours used to a forty (40) hour per week equivalent in the same manner. Third, subtract the "equivalent sick leave hours used" from the "equivalent sick leave hours earned." Fourth, multiply the result by twenty-five percent (25%). Fifth, multiply that result by the employee's basic rate of pay as specified in Section 17.1 of this Agreement, using two thousand eighty (2080) hours as the standard work year. The formula is as follows:

$$((\text{Sick Leave Earned} \times 96 \div 288) - (\text{Sick Leave Used} \times 96 \div 288)) \times 25\% \times \text{Basic Hourly Rate of Pay} = \text{Sick Leave Bonus Amount}$$

**EXAMPLE:** Driver/Engineer Jones earned two hundred eighty-eight (288) hours of sick leave. D/O Jones missed two (2) shifts totaling forty-eight (48) hours during the year due to illness. D/O Jones sick leave bonus would be calculated as follows:

- STEP 1    288 hours x 96 ÷ 288 = 96 hours
- STEP 2    48 hours x 96 ÷ 288 = 16 hours
- STEP 3    96 hours - 16 hours = 80 hours
- STEP 4    80 hours x 25% = 20 hours
- STEP 5    20 hours x \$20.00/hr. = \$400.00 sick leave bonus

**Section 22.6 – Shared Leave Program.**

A. Purpose. This Shared Leave Program enables regular employees to donate vacation and floating holiday leave, and compensatory time, to eligible employees, who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illness. The program also allows employees to accept donated leave to care for relatives or household members suffering from an extraordinary or severe illness if the duration of the illness will cause the employee to take leave without pay or to terminate his or her employment. Implementation of the program is subject to agreement by the Employer, and the availability of shared leave from other employees. The Employer's decisions in implementing and administering the Shared Leave Program shall be reasonable.

B. Definitions. The following definitions shall apply to this provision.

- (1) "Employee's relative": Shall mean the employee's spouse, Domestic Partner, child, stepchild, child of Domestic Partner,

grandchild, grandparent, stepparent, or parent.

- (2) "Household members": Shall mean persons who reside in the same home who have reciprocal duties to, and provide financial support for, one another. This term shall include foster children and legal wards, even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
- (3) "Severe or extraordinary": Shall mean serious, extreme, or life-threatening conditions.

C. Donation Restrictions. The following restrictions shall apply to all shared leave transactions:

- (1) Employees may donate any amount of vacation leave provided the donation does not cause the employee's vacation leave balance to fall below forty (40) hours.
- (2) The Employer shall determine whether the employee shall receive shared leave and, if so, the amount of donated leave the employee may receive; provided, no employee shall receive more than two thousand eighty-eight (2,088) hours of shared leave during total City employment.

D. Eligibility. Employees may be eligible to receive shared leave under the following conditions:

- (1) When the Employer determines the employee meets the criteria described in this section.
- (2) The employee is not eligible for time-loss compensation under RCW Chapter 51.32. If the time-loss claim is approved at a later time, all leave received shall be returned to the donors and the employee must return any overpayment to the City.
- (3) The employee has complied with department policies regarding the use of sick leave.
- (4) The Employer shall require the employee to submit information from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

E. Recipient Responsibilities.

- (1) Donated leave shall be used only by the recipient for the purposes specified in this policy.
  - (2) All other forms of available paid leave shall be used prior to applying to the Shared Leave Program, provided that the employee may reserve up to forty (40) hours of sick leave.
- F. Return of Shared Leave. Shared leave not used by the recipient shall be returned to the donor(s). Returned leave shall be:
- Divided among the donors on a pro-rated basis, computed on the original donated value;
  - Returned at its original donor value; and
  - Reinstated to each contributor's leave balance.
- G. Calculation of Shared Leave. The receiving employee shall be paid at his or her regular rate of pay. The calculation of the regular rate of pay for both the receiving employee and the donating employee shall be on a per hour basis, to account for the difference between forty (40) hour and shift employees, and shall include all regular compensation received by; the employee, including without limitation, salary, longevity pay, HAZMAT incentive pay, day shift incentive pay, and other similar compensation. Therefore, depending on the value of the shared leave of the donating employee, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's compensation. The dollar value of the shared leave shall be converted from the donor to the recipient. The leave received shall be coded as shared leave and maintained separately from all other leave balances.
- H. Voluntary. Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave for purposes of this program.

## ARTICLE 23 VACATION AND HOLIDAYS

**Section 23.1 – Vacation.** Each employee shall be granted vacation in accordance with the following schedule.

Department Seniority	Annual Accrual Rate	
	Shift Personnel (Shifts)	Forty Hour Personnel (Hours)
(1-2 Years) 0 Months – 24 Months	4	80
(2-3 Years) 25 Months – 36 Months	5	88
(3-4 Years) 37 Months – 48 Months	6	104
(4-6 Years) 49 Months – 72 Months	6	120
(6-8 Years) 73 Months – 96 Months	7	128
(8-10 Years) 97 Months – 120 Months	8	136
(10-14 Years) 121 Months – 168 Months	9	152
(14-17 Years) 169 Months – 204 Months	10	168
(17-19 Years) 205 Months – 228 Months	11	176
(19 Years or More) 229 Months and Above	12	184

Vacation shall be accrued each month on a pro rata basis. Shift personnel are those who normally work a twenty-four (24) hour shift schedule, and forty (40) hour employees are those who are scheduled to work forty (40) hours per week.

**Section 23.2 – Holidays.** The following holidays shall be granted with pay to all members of the Bargaining Unit:

New Year's Day

M.L. King Day

President's Day

Memorial Day

[Juneteenth](#)

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

One Floating Day

- A. For forty (40) hour employees, the above specified holidays will be observed on the days as established by the State of Washington as legal holidays. In the event a holiday falls on Saturday or Sunday, the Observed day shall be the day designated by

the official City schedule. Employees whose normal day off is Monday or Friday will bank 8 hours of holiday time when the designated Holiday falls on their day off.

- B. Twenty-four (24) hour shift employees shall be given ~~five and one half (5 1/2)~~ six (6) shifts off in lieu of the above recognized ~~twelve (12)~~ thirteen (13) holidays. They shall be scheduled in accordance with the rules established for the scheduling of vacation and holidays. Each twenty-four (24) hour shift employee shall have credited to their holiday leave, ~~eleven (11)~~ twelve (12) hours each full calendar month of employment, or in the case of less than a full month worked as a twenty-four (24) hour shift employee, then the employee shall have credited whatever portion of the ~~eleven (11)~~ twelve (12) hours is proportionate to the amount of the month worked. Any credited holiday leave time over ninety-six (96) hours on December 1st of each year shall be paid to the employee at the basic rate of pay in effect as of November 30 of that year.
- C. Holiday routine shall be governed by SOG, Procedures - 037 which, notwithstanding the provisions of Article 15, shall not be revised without the mutual written consent of the Union and Employer.

### **Section 23.3 – Scheduling of Vacation, Holidays and AHR.**

- A. Kelly days, vacation, and holidays shall be scheduled on a Department Seniority basis.
- B. The scheduling of Kelly days, vacation, and holidays for twenty-four (24) hour shift employees, other than Fire Fighter – Paramedics and Medical Service Officers, shall be limited as follows: The maximum number of twenty-four (24) hour shift employees permitted off on any combination of AHR time, vacation, and holidays per shift, unless authorized by the Chief or his/her designee, will be determined on an annual basis, in November of each year for the following year, based on the number of authorized positions, pursuant to the following formula:

$$((\text{AHR Accrual} + \text{Vacation Accrual})/365) \times 105\%, \text{ rounded up to the nearest } 1/2 = \text{Daily Number Allowed Off}$$

Accrual = Total Annual Accrual of all bargaining unit twenty-four (24) hour shift personnel other than Fire Fighter - Paramedics and Medical Service Officers

AHR time, vacation, and holiday time off scheduled by an employee who is sick or disabled on the day of the scheduled time off shall count as one of the maximum number of employees off regardless of whether the employee elects to take the day off in lieu of sick leave.

In addition to the total number allowed off pursuant to the above formula, one (1) additional twenty-four (24) hour shift employee shall be made available for employee use of Holiday Leave.

Notwithstanding the foregoing, the Employer guarantees there will be adequate slots available each calendar year to permit usage of all leave accrued that year.

- C. For shifts during which the City is not using floating lieutenants, Officers assigned to the twenty-four (24) hour shift shall be entitled to take vacation, holiday, or AHR time so long as at least two (2) Officers assigned to that shift are scheduled to be on duty.

For shifts during which the City has not filled the floating lieutenant position by the beginning of any selection process, Officers assigned to the twenty-four (24) hour shift shall be entitled to take vacation, holiday, or AHR time so long as at least two (2) Officers assigned to that shift are scheduled to be on duty.

If the floating lieutenant position is filled, there shall be three (3) Officers assigned on duty for that selection process.

- D. The scheduling of Kelly days, vacation, and holidays for Fire Fighter – Paramedics and Medical Services Officers shall be limited to the number off identified in the following matrix, to be calculated each November 1 based on the number of employed Certified Paramedics.

Number of Paramedics/MSOs	Number Off Per Day
33	3
32	3
31	3
30	3
29	3
28	2/3
27	2/3
26	2/3

For years with 2/3 off as indicated above, two (2) employees shall be allowed off for one-half of the shifts during the year, and three (3) employees shall be allowed off for the remaining half of the shifts during the year. The allocation of the two (2) off and three (3) off shifts shall be determined by the Employer before the November selection process.

- E. Prior to the start of annual time off selection, each employee will receive notification from their Battalion Chief confirming the employee's assigned work cycle number and the dates for their work cycle breaks. Additionally, the notification will also specify the remaining amount of AHR time that will be available for employee scheduled Kelly days. Reference formula found in 19.2 C.

- F. After the daily number of personnel allowed off duty is identified, and all employee work cycle breaks are entered into the master time off schedule, annual employee time off scheduling may commence. For scheduling purposes, quarters that end and begin during a shift's scheduled 48-hour tour, the second day of the tour will be attached to the previous quarter. This includes January 1 attaching to December 31, when applicable.
- G. A combination of vacation, holiday, or AHR time off of two (2) or more consecutive twenty-four (24) hour shifts will be considered for approval before any requests for fewer days off regardless of rank or seniority. Vacation requests for periods longer than six (6) consecutive twenty-four (24) hour shifts shall be considered after all other full shift requests are considered. Vacation or holiday requests of less than twelve (12) hours will not be allowed. (Exception: Job related schooling). Allowed AHR time shall not exceed ninety-six (96) hours per quarter.
- H. Kelly days normally shall be scheduled by each employee pursuant to the procedure established in this Section 23.3, provided however, Kelly days may be scheduled in limited situations by the Employer pursuant to SOG, Personnel - 022, as it may hereafter be amended pursuant to the procedure set forth in this Agreement.
- I. No more than fifty percent (50%) of the bargaining unit employees assigned to the fire prevention division (excluding Fire Marshal) (with half positions rounded up to the nearest whole position) shall be off at any time on any combination of vacation or holidays, unless authorized by the Chief or his/her designee.
- J. Requests for vacations, holiday, and Kelly time off for the following year shall be submitted on or before December 15. After December 31 of each year, all vacation, holiday, and Kelly day requests or any changes, if approved, shall be on a first come, first served basis. After December 31, cancellation of days off or changes to prior requests shall be submitted to the Battalion Chief not less than thirteen (13) calendar days in advance, unless approved by Employer. If an employee cancels time off during the year, employees scheduled on Holiday Leave will have the first right to fill the abandoned slot with vacation or Kelly time.
- K. If the time off cancellation creates an additional day(s) available for accrued leave time (as provided in the Labor Agreement Section 23.3 paragraph B and D), it is the responsibility of the employee who is canceling the time off to notify the other employees on his or her shift. The Battalion Chief will forward a copy of the request to the Deputy Chief of Operations. Shift members who wish to request the newly available time off shall submit a leave request to the shift Battalion Chief. The Battalion Chief shall accept the leave requests for the available time up to thirteen (13) calendar days after the cancellation, but not less than five (5) calendar days prior to the first available time off, and then shall promptly fill the open shifts. If the cancellation of time off is by an officer, the first consideration shall be given to officers previously excluded from the time off under Section 23.3 (C). Then, if



the newly available time off is still available, the time off vacancy(s) shall be awarded to the employee of Next Lowest Seniority.

**Next Lowest Seniority** – shall mean the employee on the shift whose Department Seniority is directly below the least senior employee (using Department Seniority) who is already on accrued time off for the day of the vacancy. Leave will be awarded in accordance with Section 23.3 (M). If the time off requested is contiguous to time off previously scheduled by the requesting employee, the total contiguous time off will be included in determining limits and priorities set by Section 23.3 (G).

- L. At such time as the Department assigns a member to attend a school, seminar or meeting, the Department will become liable to meet any personnel shortage caused by the assignment. No individual shall lose approved vacation during this time.
- M. An approved Employer request for leave or vacation form shall be used for all requests.
- N. Leave for training shall be governed by SOG Training-014.
- O. Requests and approval for same day time off shall be governed by SOG Personnel 029.

**Section 23.4 – Unused Vacation and Holiday Leave.** For shift employees, a maximum accumulation of four hundred thirty-eight (438) hours of vacation may be carried over to the next calendar year. Employees assigned to a forty (40) hour per week schedule may accumulate vacation up to the amount allowed by the City of Redmond Personnel Manual. ~~Upon retirement or termination, all employees shall be compensated at their basic rate of pay for all unused vacation, holiday, AHR, and compensatory time, provided that AHR shall be compensated on a pro-rata basis.~~

In situations that prevent the employee from taking accrued vacation leave (disabilities, workload, organizational staffing considerations), employees may carry over vacation accruals in excess of the above limitations, at the discretion of the Fire Chief. In no event will the carryover exceed an additional six (6) months of the accrual rate (hours per month accrued). The employee will have a maximum of one (1) year from the date of the excess carryover (or in the event of disability, the date of return to work) to use the carryover time off. Scheduling of the time off will be at the Employer's discretion, provided that the employee and Employer will meet and work collaboratively to develop a time off schedule that meets the following stated intent: (1) At the time of scheduling, the excess time off shall not create an expected need for overtime; and (2) In the event the Employer and employee do not agree on the days off, the Employer will have the ability to assign days off with a minimum notice of two (2) shift cycles.

**Section 23.5 – Unused Vacation and Holiday Upon Separation.** Upon retirement or termination, all employees shall be compensated at their basic rate of pay for all unused vacation, holiday, any floating holiday that an employee would be paid out at the time of separation of

service, compensatory time, and AHR, provided that AHR shall be compensated on a pro rata basis.

One Hundred percent (100%) of this amount shall be contributed to the employee's WSCFF Employee Benefit Trust Medical Expense Reimbursement Plan (MERP) or Health Reimbursement Arrangement Voluntary Employees' Benefit Association (HRA VEBA) account. The employee shall make their selection between MERP or HRA VEBA by following the required process within the required time period. If an employee fails to complete the required process within the required time period or upon separation of service due to death, HRA VEBA will be the default.

The City makes no representations regarding the validity or legality of the MERP or HRA VEBA. The Union and its membership waive any and all claims against the City for mishandling of funds by MERP or HRA VEBA as well as any other claim that may arise due to the City's cooperation in the MERP or HRA VEBA program. The City takes no responsibility for establishing, implementing, overseeing, managing, or any other activity connected to MERP or HRA VEBA.

The City makes no representations regarding the tax consequences to any employee/union member of his/her MERP or HRA VEBA contributions. The Union and its membership waive any and all claims against the City arising out of tax consequences to due to an employee's MERP or HRA VEBA contributions.

~~Section 23.5~~ **Section 23.6 – Maternity Duty/Leave.** Limited duty and maternity leave shall be governed by SOG, Personnel - 019 which, notwithstanding the provisions of Article 15, shall not be revised without the mutual written consent of the Union and Employer.

## **ARTICLE 24     BEREAVEMENT AND FAMILY LEAVE**

**Section 24.1 – Bereavement Leave.** Employees shall receive up to forty-eight (48) hours off for twenty-four (24) hour shift employees, and ~~thirty-two (32) hours~~ up to four days for forty (40) hour shift employees, in the event of death or serious illness with impending death in the immediate family. Immediate family is defined as parent, stepparent, sister, brother, parent-in-law, spouse, registered domestic partner, grandparent, grandparent in-law, grandchild, minor/dependent child, and child. Any time beyond this amount required because of travel or extenuating circumstances or for time requested for a person other than specified in this paragraph shall be at the discretion of the Employer; however, any additional such time allowed off shall be deducted from accumulated sick leave.

**Section 24.2 – Family Leave to Care for Family.** Please refer to the City of Redmond Personnel Manual Chapter 9.80 Family and Medical Leave, provided that the manual by the Employer shall maintain family leave, at a minimum, at the amount required by the provisions of any applicable state (including the provisions of Chapter 49.12 of the Revised Code of Washington) or federal law, and any amendments thereto, ~~and the parties agree that the grievance procedures contained in this Agreement shall be used to resolve any disputes relating to the proper application of family leave.~~

### **Section 24.3 – Emergency Leave.**

Should an emergency occur resulting in the need for a member's immediate attention, whether prior to the start of duty or during the work shift, the member will be afforded an opportunity to request of the Chief, or his/her designee, Emergency Leave. For those circumstances which occur prior to the start of duty, the member will be expected to first make a reasonable effort to secure coverage through the use of standby by a qualified on-duty employee. An emergency will be defined as a sudden, generally unexpected occurrence or set of occurrences demanding an employee's immediate action. The time allowed for emergency leave will be at the discretion of the Chief or his/her designee. Emergency leave will be deducted from an employee's vacation and/or holiday bank(s) on an hour for hour basis and in the event that overtime is incurred it will be deducted at the overtime rate.

## **ARTICLE 25      LIMITATION ON LEAVES AND LEAVE OF ABSENCE**

**Section 25.1 – Limitation on Cumulative Leaves.** The cumulative time absent from work related to any injury, illness or circumstance (but not including unrelated injuries, illnesses or circumstances) using any combination of paid and unpaid leave may not exceed twenty-six (26) weeks in a twelve (12) month period, unless prior to the end of the twenty-six (26) week period the Employer has received satisfactory evidence that the employee will be able to return to work on a regular basis within a reasonable period of time. Such evidence must include, at the Employer's option, an opinion from an independent physician. The reasonableness of the period of time for return to work will be determined based on the circumstances at the time, including the position held by the employee, the ability of the Employer to accommodate the absence of the employee, and the amount of paid leave accrued by the employee's accumulated paid leave exceeds twenty-six (26) weeks. For work related injuries, where the accumulated paid leave exceeds twenty six (26) weeks, the employee may use accumulated paid leave up to a maximum period of one (1) calendar year from the date of the initial absence from work caused by the ongoing work related injury that is the cause for the extended period of paid leave, unless prior to the end of the one (1) year period the Employer has received satisfactory evidence that the employee will be able to return to work on a regular basis within a reasonable period of time. Provided however, in no event will the cumulative time absent from work exceed the total period of paid and approved unpaid leave. [Nothing in this Section shall be construed as a waiver of any rights to any paid or unpaid leave to which an employee is entitled under any Federal, State, or Local laws.](#)

**Section 25.2 – Leave of Absence.** Leave of absence without pay shall be in accordance with the City of Redmond Civil Service Ordinances, Rules and Regulations, and the City of Redmond Personnel Manual and applicable Federal laws for military service.

## **ARTICLE 26      INSURANCE**

**Section 26.1 – Medical, Dental and Vision.** The Employer shall provide medical, dental, and vision insurance through the City of Redmond Self Insurance Plan or Health Maintenance Organization (HMO). Employees will pay twenty percent (20%) of the dependent medical dental and vision premiums. For each plan year, the Employer shall retain an independent third

party, experienced in setting rates for self-funded plans, who shall determine the appropriate and prudent rates for the self-insured plan, to be effective for that year. The independent third party shall use the usual and customary insurance/actuary principles and procedure to establish the rates. The Employer's contribution shall be prorated for part-time employees, pursuant to the City of Redmond Personnel Manual.

The Union will participate on the Employee Benefits Advisory Committee (EBAC) in accordance with the City of Redmond Personnel Manual. Recommended changes may become applicable to Union represented employees only upon ratification by the Union.

In acknowledgement of the Union's agreement to financially participate in the medical program by contributing to dependent medical premiums, the City agrees to facilitate employee contributions to a qualified HRA. The City will coordinate payroll deductions on behalf of the employees and make contributions to a plan administrator. The Union and the City have agreed that \$100.00 will be contributed to the WSCFF Employee Benefit Trust Medical Expense Reimbursement Plan (MERP) the first pay day of the month for each LEOFF II employee in the bargaining unit represented by the Union. The City makes no representations regarding the validity or legality of the MERP, or the tax consequences relating to the contributions to the MERP, and takes no responsibility for establishing, implementing, overseeing, managing, or any other responsibilities for the MERP other than making the contributions set forth above. Each member of the Union shall have the amount of his or her gross pay reduced by \$100.00 the first pay day of the month. These reductions in gross pay are authorized by this Agreement and no further action is needed by the individual bargaining unit members to authorize the deduction from gross pay set forth herein. These reductions in gross pay shall continue for the life of the Agreement or until the City receives written notice from the Union regarding either a change in the contribution amount to MERP or the dissolution of the MERP. The City will not have fiscal responsibility for this program, nor will the City have legal accountability for the program.

The Union and the City have agreed that mandatory IAFF Uniformed employee contributions shall be deducted from each employee's pay and deposited into that employee's HRA VEBA each month. The HRA VEBA monthly deductions shall equal one hundred dollars (\$100). The deduction shall be deducted from the employee's pay on second paycheck of the month (on or about the 25th of each month). The City makes no representations regarding the tax consequences to any employee/IAFF member of their HRA VEBA contributions. IAFF and its membership waive any and all claims against the City arising out of adverse tax consequences due to an employee's HRA VEBA contributions.

**Section 26.2 – Life Insurance.** The Employer shall continue to pay one hundred percent (100%) of the premiums necessary to provide all employees with a Fifty Thousand Dollar (\$50,000) term life insurance and a Fifty Thousand Dollar (\$50,000) accidental death and dismemberment insurance.

**Section 26.3 – Liability Insurance.** The Employer agrees to carry liability insurance covering Bargaining Unit employee’s liability arising from performance of their duties with coverage and policy limits consistent with those applying to other City of Redmond employees. It is agreed that the scope of coverage, exclusions and policy limits of such insurance may change without the Union’s agreement, based on the available insurance and the Employer’s assessment of appropriate levels of coverage.

**Section 26.4 – Physical Exams.** The Employer agrees to pay the uninsured costs of a basic physical examination, and stress test if recommended by the physician, when performed by a physician designated by the Employer on the following schedule.

<b>On the following date of Hire</b>	
<b><u>Employee’s Age</u></b>	<b><u>Anniversary Dates</u></b>
Up to 30 years	every 4 years
31 to 40 years	every 3 years
41 and over	every 2 years

The Employer shall pay such uninsured costs of more frequent physicals as recommended by the physician for each individual employee based upon that employee's particular requirements.

The Employer shall provide Haz-Mat physicals consistent with the governing Washington Administrative Code requirements.

The Employer shall also have the right at any time to require an employee to submit to a physical examination by a physician selected by the Employer, at Employer's cost.

The results of physical examinations shall be provided to both the employee and Employer.

The goal of this Section is to provide an ongoing efficient, comprehensive and coordinated physical examination program.

The Employer agrees to make available and pay for annual Hepatitis C testing. Other aspect of the Hepatitis C control plan shall be as provided in SOG EMS - 015 (Exposure Control Plan for Blood borne Pathogens).

## **ARTICLE 27      DRUG AND ALCOHOL USE AND DEPENDENCY**

**Policy.** In the event use of drugs or alcohol impairs an employee's work, the City encourages counseling and other courses of treatment.

Employees who voluntarily report a dependency are not subject to retaliation or discrimination. Employees who voluntarily seek treatment may use sick leave to attend a bona fide treatment or counseling program. As part of a disciplinary action, the City may condition continued employment on successful completion of treatment or counseling programs and future avoidance of drugs and alcohol.

**Discipline.** The City may discipline or dismiss an employee possessing, being under the influence of, or using drugs or alcohol during working hours. The City may also discipline or dismiss an employee who exhibits an on-going dependence on alcohol or drugs which impairs work performance or poses a safety risk [subject to any applicable Federal, State, or Local Laws requiring reasonable accommodation of employees with disabilities.](#)

**Drug Testing.** An employee may be required to submit to drug or alcohol testing when work performance causes a reasonable suspicion that use of drugs or alcohol may be a problem, or in cases where employment has been conditioned upon remaining drug or alcohol-free following treatment. Requests for required testing are made by the on-duty supervisor, the Fire Chief, a Deputy Fire Chief, or a Battalion Chief. Testing must be based on reasonable suspicion articulated on the Fitness for Duty Observation Form. The supervisor will enlist the help of a second observer in the substantiation and concurrence of the basis for reasonable suspicion testing, and use the Fitness for Duty Observation Form and criteria to determine if reasonable suspicion exists.

The supervisor and second observer must document their observations and/or information provided by other sources, e.g., what happened and under what circumstances. This should be documented on the Fitness for Duty Form. Hunches and “gut feelings” are not valid in making a reasonable suspicion determination. The totality of the circumstances will be evaluated in making a determination of reasonable suspicion.

If an employee refuses to test after reasonable suspicion is ascertained, the employee is subject to discipline up to and including termination, [subject to just cause.](#)

**Use of Legitimate Drugs.** Employees using any prescription or over-the-counter drug which might impair work performance should notify the appropriate supervisor. At the option of the supervisor, an employee may be reassigned to less hazardous duties or be placed on sick leave if impaired work performance might pose a threat to the safety of the employee or other persons.

## **ARTICLE 28     TRAINING**

**Section 28.1 – Training Expenses.** When the Employer requires an employee to attend fire service schools, Emergency Medical Training, Advanced Life Support Training, or other specialized training, the entire cost of tuition, books, travel, per diem and lodging shall be the responsibility of the Employer. When possible, payment of authorized expenses shall be made in advance.

**Section 28.2 – Overtime Rate of Pay.** Except as otherwise provided in this Agreement, when the Employer requires an employee to attend schools, training or departmental meetings while off duty, such employee shall be compensated at their overtime rate of pay.

**Section 28.3 – Tuition Reimbursement.** Tuition reimbursement for employees seeking college degrees shall be governed by the Employee Education Assistance Program provided in the City of Redmond Personnel Manual, with the exception of the following provisions:

Application Procedures: Employees must apply for admission to the EEAP by July 30 for courses to be taken during the following academic year, regardless of whether they have participated in the program during previous years. This does not preclude an employee from submitting an addendum to their application at a later date if new classes are offered subsequent to July 30.

No employee shall be denied admittance into the program provided that the degree is fire service related and the program is within annual budget limits described below. Enrollment is based on a first come/first served basis with preference given to current program participants. Current EEAP participants who have earned their bachelor's degree through this program and wish to pursue a master's degree, will be treated as new enrollees.

The budget limitation referenced above shall be invoked by the City only to the extent the projected cost of the EEAP for the current budget year exceeds the average annual cost of the EEAP for the prior three (3) budget years by more than fifty percent (50%).

Resolving Problems: Employees with concerns regarding specific administrative decisions of the EEAP should first endeavor to resolve them with their supervisor or Department Director. Employees unable to satisfactorily resolve the problem in this manner may appeal in writing to the Employee Education Panel and/or utilize the established grievance procedure outlined in Article 14 of this agreement.

**Section 28.4 – Level of Training.** The level of training for specialized fields, where no formal certification exists, shall be considered by the Labor/Management Committee pursuant to Section 7.2.

**Section 28.5 – Recruit Academy.** ~~Employees assigned as instructors at a recruit academy may elect to stay on site at the Employer's expense or receive an equivalent amount as reimbursement for travel and expenses. Those shift employees who are assigned as an instructor to a single recruit academy (not to exceed 4 months) shall receive twelve percent (12%) incentive pay. Recruit academy instructors receiving twelve percent (12%) incentive pay will be exempt from Day Shift Incentive Pay as defined in Appendix A.2.3. Because the Employer has limited authority to set hours when employees are assigned to the academy, or ability to supervise employee work, overtime hours shall be limited. It is acknowledged that normal workweek hours will normally be exceeded by the nature of recruit academies. The Employer agrees to compensate the employee for additional hours; however, the employee agrees to limit overtime hours to a maximum of one and one-half (1 1/2) hours per day without prior approval by Employer. Instructors or recruits shall follow normal "Claim for Expense" procedures as identified in the City of Redmond Personnel Manual.~~ Employees with interest in being assigned to recruit academies shall submit their interest in writing through the chain of command. The Deputy Chief of Operations, or designee, will have final approval for who is selected. Terms such as work schedule, pre-authorized overtime, food, lodging, and vehicle use will be defined prior to selection. If there are no interested parties in working as a recruit academy instructor, and partner agencies are unable to provide an instructor, Article 12 may be used to assign an instructor.



It is acknowledged that normal workweek hours will often be exceeded by the nature of the recruit academies. The following incentives are agreed upon to acknowledge the dedication and commitment required of recruit academy instructors:

- In lieu of Day Shift Incentive Pay as defined in Appendix A.2.3, all recruit academy instructors will receive 12% incentive pay, not to exceed four months.
- Employees moved from a 24-hour shift assignment to become a recruit academy instructor will have their sick leave benefits converted to a 40-hour workweek. Vacation and holiday accrual will remain at the 24-hour shift rate.
- Overtime hours worked while being assigned to the recruit academy may be banked as FLSA compensatory time. Prior to returning to 24-hour shift work, any accrued FLSA compensatory will be cashed out at the instructor's hourly rate, or at the election of the employee, will be credited as accrued vacation hours, converted to shift accrual, and added to the employees' vacation bank.

#### **Section 28.6 – Modified Work Schedule.**

Employees assigned to the Training Division may work a modified work schedule for the purposes of conducting scheduled training events, subject to their supervisor's approval. Employees assigned to the Training Division may also be called upon to respond to emergency situations as identified in their job description on an "as available or requested basis." When assigned to the Training Division employees will remain eligible to serve as line personnel for purposes of covering vacation or other relief, subject to their supervisor's approval.

### **ARTICLE 29      UNIFORMS AND PROTECTIVE CLOTHING**

**Section 29.1 – General.** All uniforms as required by SOG Personnel - 018 and personal protective equipment and clothing as required by the Washington State Vertical Safety Standards for Fire Fighters, shall be supplied and cleaned at no cost to the employee. Variances granted by the State of Washington to the City of Redmond involving the Washington State Vertical Safety Standards for Fire Fighters shall be recognized under the terms of this Article.

**Section 29.2 – Procurement of Uniforms and Protective Clothing.** The procurement, replacement or repair of uniforms and protective clothing shall be in accordance with the procedure outlined in the most current version of SOGs Personnel - 018, and Equipment - 003, respectively, or as they may hereafter revised in accordance with the procedure set forth in Section 15.2 of this Agreement.

**Section 29.3 – Uniform of Day.** The uniform of the day shall be determined by the Station Officer, under the authority of the Fire Chief. Uniforms will be supplied by the Employer. Employees have a duty to maintain their uniforms with a clean and neat appearance. When crews are expected to have contact with the public, "Class C" uniforms shall be the



minimum acceptable uniform, unless the duties being performed make "Class C" uniforms inappropriate, i.e., duties such as hydrant checks and hose evolutions.

### **ARTICLE 30     PHYSICAL FITNESS**

All employees shall participate in a Department established physical fitness program. No employee shall be disciplined or discharged for failure to meet standards established as part of the physical fitness program which are not related to the standards for tenure of employment as established by RCW 41.08.080, or by ordinance establishing the Redmond Civil Service Commission.

### **ARTICLE 31     CERTIFICATION REQUIREMENTS**

**Section 31.1 – EMT Certification.** All employees hired after January 1, 1986 shall be required to obtain a Washington State Emergency Medical Technician ("EMT") certification and maintain the certification while employed by the City of Redmond. Such employees shall have eighteen (18) months to obtain EMT. It shall be the responsibility of the Employer to notify new employees of available EMT classes. Extension of the time period may be granted by the Chief after consideration has been given to the availability of classes or probationary work requirements.

**Section 31.2 – Paramedic Certification.** All Fire Fighter Paramedics must maintain "University of Washington" Paramedic certification as outlined in WAC 246-976, as it may hereafter be amended. Additionally, Fire Fighter Paramedics must maintain all necessary "Continuing Medical Education" (CME) requirements consistent with the CME requirements approved by the King County Medical Director and the Director of Paramedic training, as updated (normally bi-annually).

### **ARTICLE 32     CIVIL SERVICE JURISDICTION**

The provisions of Articles 13 and 14 shall constitute the exclusive remedy for suspension and non-probationary discharge, provided, however, if the Union elects to not appeal beyond Step 3 of the grievance procedures, the employee may appeal any matter subject to Civil Service through the normal Civil Service Appeals process, and provided further, that all other matters delegated to the Redmond Civil Service Commission by State Law or by Ordinance, Resolution or laws of or pertaining to the City of Redmond and such Commission shall be in the exclusive jurisdiction and authority of the Commission.

### **ARTICLE 33     WORK STOPPAGE**

The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union shall not cause or condone and the employees shall not engage in any work stoppage, strike, slowdown or other interference with the City functions and should same occur, the Union agrees to take appropriate steps to end such interference.

## **ARTICLE 34     SAVINGS CLAUSE**

Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a Court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **ARTICLE 35     SCOPE OF AGREEMENT**

The Agreement expressed herein in writing constitutes the entire Agreement between the parties as of this date. During the term of this Agreement, amendments and additions may be made by mutual consent.

## **ARTICLE 36     STIPULATION REGARDING ALS FUNDING**

**Section 36.1 – Purpose.** This Stipulation records the agreement between the parties relating to the future use of the bargaining history of the negotiations relating to initiation of Advanced Life Support Services (ALS) in the Redmond Fire Department, and the incorporation of a Fire Fighter-Paramedic assignment and Medical Service Officer rank (the “ALS Positions”) in the bargaining unit.

**Section 36.2 – Stipulation.** During past negotiations, Employer made proposals and counterproposals relating to ALS funding and to add language to Article II - Management Rights (the “Proposals”). As a condition of Employer withdrawing the Proposals and executing the Memorandum, the Union and Employer agree and stipulate that neither the making of the Proposals by Employer, the discussions between the parties relating to the Proposals, nor the withdrawal of the Proposals, will be used in any manner by Employer or Union, or anyone covered by the scope of the Union’s representation, in any negotiations, grievance proceeding, or administrative or court proceedings, as evidence of the intent of the parties relating to personnel reduction of the employees performing ALS functions or of Article 9 - Personnel Reduction.

**Section 36.3 – No Other Limitation.** Except as provided in this Stipulation, the parties will be free to use the history of bargaining in any manner.

## **ARTICLE 37     RETROACTIVE COMPENSATION**

Any retroactive compensation due upon execution of this ~~2020-2023~~2024 Agreement will be paid on the next regular payday which is more than forty-five (45) days from the date this Agreement is fully executed.

ARTICLE 38     DURATION OF AGREEMENT

The effective date of this Agreement shall be January 1, 2024~~0~~ and remain in full force and effective through December 31, 2024~~3~~. If a successor agreement has not been executed before the expiration of this Agreement, the terms hereof shall continue until a new agreement is finalized.

Changes in the terms and provisions of this Agreement may only be accomplished through mutual consent of both parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, ~~2020~~2023.

CITY OF REDMOND	INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS UNION, LOCAL #2829
-----------------	--

_____ Angela Birney, Mayor	_____ Gary Anderson, President
-------------------------------	-----------------------------------

Attest:

_____ Cheryl Xanthos, City Clerk	_____ Eben Dygert, Secretary
-------------------------------------	---------------------------------

_____ Date	_____ Jim Whitney, Vice President
---------------	--------------------------------------

**APPENDIX "A"**

**2024~~2020-2023~~**

**AGREEMENT**

**By and Between**

**CITY OF REDMOND**

**and**

**REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F.**

**2024~~2020-2023~~ SALARY SCHEDULE**

**A.1 SALARY SCHEDULE AND ADJUSTMENTS.**

Salary Schedules shall be adjusted ~~each year~~ as set forth here:

2024 = 8.0% effective 1/1/24; additional 2.0% effective 7/1/24

The Salary Schedules ~~for each year~~ are set forth in ~~the following~~ sections A.1.1 and A.1.2 below. ~~Each Salary Schedule includes the annual adjustment for that year.~~

**A.1.1 ~~2023~~First Half 2024 SALARY STRUCTURE.** Effective January 1, ~~2023~~2024  
the rates of pay shall be as provided:

PAY PLAN "F" - FIRE					
REDMOND FIRE FIGHTERS UNION					
Monthly Rates					
Effective: January 1, <del>2024</del> 2023					
PAY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E
Fire Fighter (70)	<del>0-12m</del>	<del>13-24m</del>	<del>25-36m</del>	<del>37-42m</del>	<del>43m+</del>
	<del>\$7,474</del>	<del>\$7,935</del>	<del>\$8,386</del>	<del>\$9,316</del>	<del>\$10,229</del>
	<del>\$6,920</del>	<del>\$7,347</del>	<del>\$7,765</del>	<del>\$8,626</del>	<del>\$9,471</del>
7% Over Top Step FF	STEP A				
Driver/Engineer (71)	<del>0-m+</del>				
	<del>\$10,946</del>				
	<del>10,135</del>				
7% & 10% Over Top Step DE	STEP A	STEP B			
Lieutenant (73)	<del>0-12m</del>	<del>13m+</del>			
Deputy Fire Marshal	<del>\$11,712</del>	<del>\$12,040</del>			
Fire Fighter/Paramedic	<del>\$10,844</del>	<del>\$11,148</del>			
7% & 10% Over Top Step LT	STEP A	STEP B			
Captain (74)	<del>0-12m</del>	<del>13m+</del>			
Assistant Fire Marshal	<del>\$12,883</del>	<del>\$13,245</del>			
Medical Services Officer	<del>\$11,929</del>	<del>\$12,264</del>			
7% & 10% Over Top Step Cpt	STEP A	STEP B			
Battalion Chief (76)	<del>0-12m</del>	<del>13m+</del>			
Fire Marshal	<del>\$14,172</del>	<del>\$14,568</del>			
Medical Services Administrator	<del>\$13,122</del>	<del>\$13,489</del>			
Battalion Chief - Training					

**A.1.2 Second Half 2024 SALARY STRUCTURE.** Effective July 1, 2024 the rates of pay shall be as provided:

<u><b>PAY PLAN "F" - FIRE</b></u>					
<u><b>REDMOND FIRE FIGHTERS UNION</b></u>					
<u><b>Monthly Rates</b></u>					
<u><b>Effective: July 1, 2024</b></u>					
<u><b>PAY GRADE</b></u>	<u><b>STEP A</b></u>	<u><b>STEP B</b></u>	<u><b>STEP C</b></u>	<u><b>STEP D</b></u>	<u><b>STEP E</b></u>
<u><b>Fire Fighter (70)</b></u>	<u><b>0-12m</b></u>	<u><b>13-24m</b></u>	<u><b>25-36m</b></u>	<u><b>37-42m</b></u>	<u><b>43m+</b></u>
	<u><b>\$7,623</b></u>	<u><b>\$8,094</b></u>	<u><b>\$8,554</b></u>	<u><b>\$9,502</b></u>	<u><b>\$10,434</b></u>
<u><b>7% Over Top Step FF</b></u>	<u><b>STEP A</b></u>				
<u><b>Driver/Engineer (71)</b></u>	<u><b>0-m+</b></u>				
	<u><b>\$11,165</b></u>				
<u><b>7% &amp; 10% Over Top Step DE</b></u>	<u><b>STEP A</b></u>	<u><b>STEP B</b></u>			
<u><b>Lieutenant (73)</b></u>	<u><b>0-12m</b></u>	<u><b>13m+</b></u>			
<u><b>Deputy Fire Marshal</b></u>	<u><b>\$11,946</b></u>	<u><b>\$12,281</b></u>			
<u><b>Fire Fighter/Paramedic</b></u>					
<u><b>7% &amp; 10% Over Top Step LT</b></u>	<u><b>STEP A</b></u>	<u><b>STEP B</b></u>			
<u><b>Captain (74)</b></u>	<u><b>0-12m</b></u>	<u><b>13m+</b></u>			
<u><b>Assistant Fire Marshal</b></u>	<u><b>\$13,141</b></u>	<u><b>\$13,510</b></u>			
<u><b>Medical Services Officer</b></u>					
<u><b>7% &amp; 10% Over Top Step Cpt</b></u>	<u><b>STEP A</b></u>	<u><b>STEP B</b></u>			
<u><b>Battalion Chief (76)</b></u>	<u><b>0-12m</b></u>	<u><b>13m+</b></u>			
<u><b>Fire Marshal</b></u>	<u><b>\$14,455</b></u>	<u><b>\$14,859</b></u>			
<u><b>Medical Services Administrator</b></u>					
<u><b>Battalion Chief - Training</b></u>					

## **A.2 HIGHER CLASSIFICATION/DAY SHIFT PAY.**

**A.2.1 Higher Classification.** ~~Effective 1-1-20 through 12-31-20, upon promotion to a higher classification, an employee shall be placed in the lowest step which provides the employee with at least a three percent (3%) salary increase. Effective 1-1-21, u~~Upon promotion to a higher classification, an employee shall be placed in the lowest step which provides the employee with at least a seven percent (7%) salary increase.

**A.2.2 Deputy Fire Marshal.** The salary range for the Deputy Fire Marshal assignment shall be the same as Lieutenant. At the time of the initial assignment, the employee will be placed at the lowest Lieutenant pay step that provides a minimum of a seven percent (7%) increase from the employee's then current salary. Lieutenants and higher positions assigned to Deputy Fire Marshal will be paid at the Lieutenant pay scale with no percentage increase. The pay of employees holding a rank higher than Lieutenant who are assigned as Deputy Fire Marshal will be reduced to the top step of Lieutenant during the term of the assignment. Employees leaving the assignment and returning for subsequent assignments to Deputy Fire Marshal shall be returned to the pay step from which they transferred.

**A.2.3 Day Shift Incentive Pay.** Employees promoted (to Assistant Fire Marshal, Fire Marshal, or Medical Services Administrator) or assigned as set forth in Article 12, that are covered by this CBA working day shift (i.e., a 40 hour workweek), will receive Day Shift Incentive pay of eight percent (8%) of the base rate of pay. This incentive pay shall not apply in the case of (a) transfers of three (3) weeks or less, (b) assignment to the Deputy Fire Marshal positions or other positions where the incentive pay is included in the applicable rate of pay, or (c) as otherwise mutually agreed between the Employer and the Union)<sup>2</sup>, incentive pay shall apply for the entire period the employee is working in that position and on day shift.

Captains or Battalion Chiefs acting in the classification of Deputy Chief shall receive day shift incentive pay.

**A.3 EMT SALARY ADJUSTMENT.** The qualifications for each step in each position other than Battalion Chief shall be the time in-grade required to otherwise achieve the step plus current Defibrillation certification and certification as an EMT in the State of Washington. The salary of any employee within such positions who does not maintain both Defibrillation and EMT certifications shall be reduced by three percent (3%) until both certifications are obtained.

---

<sup>2</sup> Pursuant to an Memorandum of Understanding the parties have agreed that the assignment of a Lieutenant to the position of Central Purchasing Officer shall be paid as provided in this Section.

- A.4 LONGEVITY PAY.** In addition to the monthly rates of pay set forth above, employees shall receive monthly longevity pay in accordance with the following compensation plan:

Service Time	Monthly Longevity Pay as Percentage of Salary
5 years	2.0
10 years	4.0
15 years	5.0
20 years	6.0
25 years	7.0

~~Effective 1-1-20 through 12-31-20, longevity pay (a) for paramedics shall be calculated based on the Fire Fighter salary plus fifteen percent (15%) Paramedic compensation received by each Paramedic, and (b) for MSO shall be calculated on their compensation (that is equal to Captain compensation).~~

~~Effective 1-1-21,~~ Longevity pay for employees working in the position of paramedic or MSO shall be as set forth in the Monthly Longevity Pay as Percentage table only.

- A.5 HAZMAT TEAM.** All members of the Bargaining Unit assigned to the Hazardous Materials Team shall receive incentive pay of two percent (2%) of the base rate of pay, as provided in Section A.1 above.
- A.6 ASSISTANT FIRE MARSHAL ASSIGNMENT TO STANDBY.** The Assistant Fire Marshal may be assigned to Duty Investigator Standby as provided in Section Six of Standard Operating Guidelines Section 037, Prevention. When so assigned, the Assistant Fire Marshal shall be compensated at the rate (ten percent (10%) of top Assistant Fire Marshal hourly rate for each hour of standby), and in the manner, as provided in such Section Six.
- A.7 DEPUTY FIRE MARSHAL STANDBY.** Standby Deputy Fire Marshals shall be compensated at a rate of ten percent (10%) of the top step Deputy Fire Marshal hourly rate. Assignment of Deputy Fire Marshals to standby shall be made in accordance with standard operating procedures and, at the discretion of the supervisor, may be made on a mandatory basis. Deputy Fire Marshal standby duty occurring on any holiday identified in Section 23.2 of the Agreement shall be paid at the rate of twenty percent (20%) of the top step Deputy Fire Marshal hourly rate. At such time as the individual is dispatched or called out for an emergency, they will discontinue being compensated at the standby rate of pay and will begin being compensated at their own hourly overtime rate of pay. Overtime shall continue until the individual returns to their previous location or a minimum of two (2) hours, whichever is greater.
- A.8 COMPENSATION FOR PARAMEDIC AND MSO.** ~~Effective 1-1-20 through 12-31-20, the compensation for a Fire Fighter assigned as a Paramedic shall be fifteen percent (15%) above the employee's Fire Fighter salary. Effective 1-1-21, t~~The compensation for a Fire Fighter assigned as a Paramedic shall be equivalent to that of Lieutenant Step



B. The compensation for a Medical Services Officer shall be same as the Captain's salary. ~~Effective 1-1-20,~~ Medical Services Officers (MSO) shall be certified as a Health and Safety Officer and once certified shall receive an additional five percent (5%) added to annual salary. The certification must be maintained to continue to receive the additional pay. Firefighter-Paramedics hired from outside the NE King County ALS Consortium through a lateral recruitment process, shall be granted seniority for the determination of the level of wages and benefits based on either (a) their years of continuous employment as a professional firefighter, or (b) if the individual is not a professional firefighter, the date of their certification as a Harborview-trained paramedic. For selection of Kelly time, Vacation and Holiday, and for personnel reduction, seniority will be based on Department Seniority as defined in Section 8.1 A.

**A.9 PARAMEDIC STUDENTS ATTENDING PARAMEDIC TRAINING.** Employees that are covered by this CBA and are attending the University of Washington / Harborview Medical Center Paramedic Training program will be assigned to a forty (40) hour work. Overtime will be available as required for course work while attending school. These employees will be exempt from Day Shift Incentive Pay while attending paramedic training.

**A.10 Out of Class Pay.**

The parties agree that the out of class pay provided by 17.2 A. for ~~2021 through 2023~~ is based on the Salary Structures set forth in A.1 as follows:

**~~2024~~2023 Hourly Out of Class Pay by Position, effective January 1, 2024**

<b>Acting in Position:</b>	Driver	Lieutenant	Captain	Asst FM	MSO	Batt Chief*	Fire Mar
<b>Regular Position:</b>							
Firefighter	<del>\$3.40</del> <del>\$3.14</del>	<del>\$7.03</del> <del>\$6.49</del>					
Driver		<del>\$3.63</del> <del>\$3.35</del>	<del>\$9.19</del> <del>\$8.48</del>				
Lieutenant			<del>\$4.00</del> <del>\$3.69</del>			<del>\$10.11</del> <del>\$9.33</del>	
Deputy FM				<del>\$4.00</del> <del>\$4.50</del>			<del>\$10.11</del> <del>\$11.38</del>
Paramedic					<del>\$4.00</del> <del>\$3.69</del>	<del>\$10.11</del> <del>\$9.33</del>	
Captain						<del>\$4.39</del> <del>\$4.05</del>	
Asst FM							<del>\$4.39</del> <del>\$4.95</del>

\* Battalion Chief and Medical Services Administrator (MSA) have same out of class pay

**2024 Hourly Out of Class Pay by Position, effective July 1, 2024**

<b><u>Acting in Position:</u></b>	<u>Driver</u>	<u>Lieutenant</u>	<u>Captain</u>	<u>Asst FM</u>	<u>MSO</u>	<u>Batt Chief*</u>	<u>Fire Mar</u>
<b><u>Regular Position:</u></b>							
<u>Firefighter</u>	<u>\$3.47</u>	<u>\$7.17</u>					
<u>Driver</u>		<u>\$3.70</u>	<u>\$9.37</u>				
<u>Lieutenant</u>			<u>\$4.08</u>			<u>\$10.32</u>	
<u>Deputy FM</u>				<u>\$4.08</u>			<u>\$10.32</u>
<u>Paramedic</u>					<u>\$4.08</u>	<u>\$10.32</u>	
<u>Captain</u>						<u>\$4.49</u>	
<u>Asst FM</u>							<u>\$4.49</u>

\* Battalion Chief and Medical Services Administrator (MSA) have same out of class pay

**Tentative Agreement Summary**  
**2024 Collective Bargaining Agreement between**  
**City of Redmond and Redmond Firefighters Union #2829, I.A.F.F.**

The City and Union have reached a tentative agreement on a one-year contract for 2024. This agreement incorporates several active MOUs into the contract and provides for salary increases. The following is a summary of articles that have changed and a brief explanation of the changes. The changes listed here are a summary only and the reader should refer to the redlined contract for detailed language. A redline version of the contract is included following this summary.

Article/Section	Changes
3.3 Indemnification/Hold Harmless	- Corrects typo from “changes” to “charges” and updates old term “Association” to “Union”.
5.5 Negotiations	- Acting Deputy Chiefs will not be involved in labor negotiations
10.2 Probationary Period	- Probation is 12 months from graduation of Fire Academy or EMT school and may be delayed up to 18 months total for training delay.
13.3 Discipline Process and Procedure	- Acting Deputy Chief may be involved in investigation but not decision of discipline.
17.2 Out of Class (Acting) Pay	- Eliminates 4 hour minimum to qualify for acting pay. - Removed language that was effective only in 2020 and no longer applies.
17.3 Captain or BC Acting as Dep Chief	- Outlines provisions for when Captains or Battalion Chiefs act as Deputy Chief - Renumbering: Old 17.3 now becomes 17.4 - No Pyramiding
18.3 Captain or BC Acting as Dep Chief	- Acting Deputy Chiefs not eligible for OT and may not cover shifts as Capt or BC. Will receive Professional Leave
19.9 Conversion of Benefits	- Conversion of benefits from shift work to days does not apply to Acting Deputy Chiefs
22.2 Payment Upon Death or Retirement	- 100% of sick leave payout at death or retirement to MERP/HRA/VEBA
23.2 Holidays	- Added Juneteenth  - Employees now given 6 shifts off (formerly 5.5) for the 13 holidays (formerly 12). Payable at 12 hours per month (formerly 11).

23.4 Unused Vac and Holiday Leave	- Removed statement of payout of unused accrued time and moved into new Section 23.5
23.5 Unused Vac and Holiday Upon Separation	- Outlines 100% payout into MERP/HRA/VEBA - Renumbering: Old 23.5 becomes 23.6 Maternity Duty/Leave
24.1 Bereavement Leave	- Updates language from “thirty-two (32) hours” to “up to four days”
24.2 Family Leave	- Removed language that limited dispute resolution to the CBAs grievance procedures when related to application of family leave.
25.1 Limitation on Cumulative Leave	- Includes language that states nothing in the CBA section shall be construed as a waiver of employee rights to paid or unpaid leave granted under the law.
26.1 Medical, Dental and Vision	- Established the \$100/month contribution to HRA VEBA
27 Drug and Alcohol Use and Dependency	- Include language under discipline recognizing law related to reasonable accommodations of employees with disabilities. - States that discipline for employee’s refusal of a drug test is subject to just cause.
28.5 Recruit Academy	- Outlines assignment to the Academy
Appendix A A.1 Salary and Adjustments	- Outlines 2024 salary increases of 8% effective 1/1/24 with an additional 2% effective 7/1/24. - Pay plans for 2024 updated
Appendix A A.2.1 Higher Classification	- Removed language that was only in effect for 2020 - Added that Acting Deputy Chiefs receive day shift incentive pay
Appendix A A.10 Out of Class Pay	- Updated Hourly Out of Class Pay by Position per Article 17 using updated pay plans in A.1

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON AMENDING THE 2024 F PAY PLAN FOR  
EMPLOYEES COVERED BY THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS NO. 2829 UNION  
REPRESENTING THE REPRESENTED UNIFORMED  
EMPLOYEES IN THE FIRE DEPARTMENT

---

WHEREAS, the City of Redmond recently completed labor contract negotiations with the International Association of Fire Fighters No. 2829 Union representing the represented Uniformed Employees in the Fire Department; and

WHEREAS, Pay Plan F will be established and put into effect the negotiated salary ranges agreed to through the collective bargaining process.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Pay Plans Amended.      Effective January 1, 2024, Pay Plan F covering all employees in the bargaining unit, is hereby amended and the salary ranges increased a total of 8.0 percent, above the salary ranges in effect on December 31, 2023, as adopted by Ordinance No. 3009. In conjunction with the adjustment of the salary ranges, the salaries for all employees covered by Pay Plan F will be increased by the same percentage.

The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Effective July 1, 2024, Pay Plan F covering all employees in the bargaining unit, is hereby amended and the salary ranges increased a total of 2.0 percent above the salary ranges in effect on June 30, 2024. In conjunction with the adjustment of the salary ranges, the salaries for all employees covered by Pay Plan F will be increased by the same percentage. The amended pay plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

Section 2.      Severability.      If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3.      Effective Date.      This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this 5th day of  
December, 2023.

CITY OF REDMOND:

---

ANGELA BIRNEY, MAYOR

ATTEST:

---

CHERYL XANTHOS, MMC, CITY CLERK

APPROVED AS TO FORM

---

JAMES E. HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_

## 2024 PAY PLAN "F" - FIRE

Ordinance No. XXXX  
Redmond Fire Fighters Union  
Effective Jan. 1, 2024

Grade	FLSA	Position Title	Step	Duration	Monthly	Annually
D70	NE	Fire Fighter	A	0-12m	\$7,474	\$89,688
			B	13-24m	\$7,935	\$95,220
			C	25-36m	\$8,386	\$100,632
			D	37-42m	\$9,316	\$111,792
			E	43m+	\$10,229	\$122,748
D71	NE	Driver/Engineer	A		\$10,946	\$131,352
D73	NE	Lieutenant	A	0-12m	\$11,712	\$140,544
	NE	Deputy Fire Marshal	B	13m+	\$12,040	\$144,480
	NE	Fire Fighter/Paramedic				
D74	NE	Captain	A	0-12m	\$12,883	\$154,596
	NE	Assistant Fire Marshal	B	13m+	\$13,245	\$158,940
	NE	Medical Services Officer				
D76	NE	Battalion Chief	A	0-12m	\$14,172	\$170,064
	E	Fire Marshal	B	13m+	\$14,568	\$174,816
	E	Medical Services Administrator				
	E	Battalion Chief - Training				



## 2024 PAY PLAN "F" - FIRE

Ordinance No. XXXX  
Redmond Fire Fighters Union  
Effective July 1, 2024

Grade	FLSA	Position Title	Step	Duration	Monthly	Annually
D70	NE	Fire Fighter	A	0-12m	\$7,623	\$91,476
			B	13-24m	\$8,094	\$97,128
			C	25-36m	\$8,554	\$102,648
			D	37-42m	\$9,502	\$114,024
			E	43m+	\$10,434	\$125,208
D71	NE	Driver/Engineer	A		\$11,165	\$133,980
D73	NE	Lieutenant	A	0-12m	\$11,946	\$143,352
	NE	Deputy Fire Marshal	B	13m+	\$12,281	\$147,372
	NE	Fire Fighter/Paramedic				
D74	NE	Captain	A	0-12m	\$13,141	\$157,692
	NE	Assistant Fire Marshal	B	13m+	\$13,510	\$162,120
	NE	Medical Services Officer				
D76	NE	Battalion Chief	A	0-12m	\$14,455	\$173,460
	E	Fire Marshal	B	13m+	\$14,859	\$178,308
	E	Medical Services Administrator				
	E	Battalion Chief - Training				

City of Redmond  
Payroll Check Approval Register  
Pay period: 11/1 - 11/15/2023  
Check Date: 11/22/2023

Check Total:	\$ 25,337.28
Direct Deposit Total:	\$ 2,475,558.38
Wires & Electronic Funds Transfers:	\$ 1,448,258.79
Grand Total:	<u>\$ 3,949,154.45</u>

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **188009** through **188023** ,  
Direct deposits numbered **157756** through **158487** , and  
Electronic Fund transfers **1645** through **1649**  
are approved for payment in the amount of **\$3,949,154.45**  
on this **5 day of December 2023**.

**Note:**

---

---

---

---

---

City of Redmond  
Payroll Final Check List  
Pay period: 11/1 - 11/15/2023  
Check Date: 11/22/2023

Total Checks and Direct deposit:	\$ 3,571,841.71
Wire Wilmington Trust RICS (MEBT):	\$ 377,312.74
Grand Total:	<u>\$ 3,949,154.45</u>

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

DocuSigned by:  
*Cathryn Laird*  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington

---

---

---

---

---