

AMENDED AGENDA

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Des Moines, Washington**

May 23, 2019 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC – 20 minutes

Please Note: Public comment will be limited to 20 minutes. If time allows, we will resume public comment at the end of our meeting after all official business has been conducted.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – 30 minutes

PRESIDING OFFICER’S REPORT

Item 1: SUMMER UPDATE

Item 2: RENAMING REDONDO BOARDWALK

ADMINISTRATION REPORT

Item 1: STAFF INTRODUCTIONS AND AWARDS

Item 2: FARMER’S MARKET SATURDAY SHUTTLE

CONSENT CALENDAR

Page 3

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through May 20, 2019 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#157515-157583	\$312,914.07
Electronic Wire Transfers	# 1235-1240	\$80,484.07
Electronic Wire Transfers	# 1242-1244	\$106,332.29
Payroll Checks	# 19177-19189	\$6,779.34
Payroll Direct Deposit	#200001-200179	\$370,469.33
Total Checks and Wires for A/P and Payroll:		\$876,979.10

Page 5 Item 2: DES MOINES PLAY AREAS PROJECT – REJECTION OF BIDS
Motion is to reject all bids received April 23, 2019 for the Des Moines Play Area Project, and Direct Staff to re-advertise the project at a later date.

Page 13 Item 3: 2019 SUMMER EVENTS – AGREEMENT WITH DESTINATION DES MOINES
Motion is to approve the Agreement with Destination Des Moines for 2019 Summer Events specifying the responsibilities assumed by Destination Des Moines and identifying the in-kind services and facilities that will be provided by the City, substantially in the form as attached.

Page 23 Item 4: COLLECTIVE BARGAINING AGREEMENT – DES MOINES POLICE GUILD
Motion is to approve the attached Collective Bargaining Agreement between the City of Des Moines and the Des Moines Police Guild and to authorize the City Manager to sign the Agreement substantially in the form as attached.

NEW BUSINESS

Page 53 Item 1: HIGHLINE COLLEGE URBAN AGRICULTURE PRESENTATION
Motion is to direct staff to bring forward to City Council for approval an agreement with Highline College for use of appropriate park areas for urban agriculture, to include public benefits negotiated with the College.

EXECUTIVE SESSION

POTENTIAL LITIGATION UNDER RCW 42.30.110(1)(i) **AND PROPERTY ACQUISITION UNDER RCW 42.30.110(1)(b) – 45 30 MINUTES**

NEXT MEETING DATE

June 6, 2019 City Council Study Session

ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval

May 23, 2019

Auditing Officer Certification

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of May 23, 2019 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through May 9, 2019 and payroll transfers through May 20, 2019 included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer:



Beth Anne Wroe, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	157515	- 157582	312,914.07
Total Void Checks from Previous Check Runs			0.00
Electronic Wire Transfers (Wired 3/25/19)	1235	1240	80,484.07
Electronic Wire Transfers	1242	1244	106,332.29
Total claims paid			499,730.43
Payroll Vouchers			
Payroll Checks	19177	19189	6,779.34
Direct Deposit	200001	200179	370,469.33
Total Paychecks/Direct Deposits paid			377,248.67
Total checks and wires for A/P & Payroll			876,979.10

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Des Moines Play Areas Project –
Rejection of Bids

FOR AGENDA OF: May 23, 2019

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 15, 2019

ATTACHMENTS:

- 1. Bid Results List
- 2. CIP Project Worksheets

CLEARANCES:

- Community Development NA
- Marina NA
- Parks, Recreation & Senior Services *SWC*
- Public Works *PRC*

CHIEF OPERATIONS OFFICER: *DSB*

- Legal *T6*
- Finance *BAW*
- Courts NA
- Police NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to request City Council to reject the one and only bid received on April 23, 2019 for the Des Moines Play Areas Project. Staff recommends rejecting the only bid received, and re-advertising the project this coming fall. The following motion will appear on the consent calendar:

Suggested Motion

Motion: “I move to reject all bids received April 23, 2019 for the Des Moines Play Areas Project, and Direct staff to re-advertise the project at a later date.”

Background

This project is funded with a combination of local and grant funds. The project budget worksheets are included as Attachment 2.

In April 2019, bids were advertised, as is customary, for a three week period in the Seattle Daily Journal of Commerce. Bids were also solicited via Builder's Exchange, with a bid opening date of April 23, 2019. The City received only one (1) bid at bid opening, with a bid amount that was significantly higher than the Architect's Estimate. The project bid results list is included as Attachment 1.

Discussion

The Architect's Estimate for the project was \$664,522.00 inclusive of Washington State Sales Tax (WSST). A pre-bid project walkthrough was conducted at Steven J. Underwood Park on April 11, 2019 at 10:00 AM. Sealed bids were opened and read aloud on April 23, 2019 at 11:00 AM. The one and only responsive bidder at bid opening was Judha of Lion Landscaping, with a bid amount of \$932,591.00 inclusive of WSST. Staff and the Architect of Record have performed the necessary bid evaluation, and are recommending rejecting this bid as it is 40% above the Architect's Estimate. Pursuant to Council direction, it is Staff's recommendation to re-advertise the project this coming fall. While staff has seen a rise in construction costs, the one bid amount received does not reflect a competitive bid in the opinion of staff. Staff has directed the Architect to re-evaluate the probable construction costs. It is anticipated that the bidding climate will be better this coming fall, and we should receive better contractor participation and more competitive bid amounts.

Alternatives

Award the project to the sole bidder (not recommended).

Financial Impact

There will be minor additional advertising charges, and some additional design consultant costs associated with the re-advertising effort. However, it is anticipated the total project cost will be less than the bid received.

Recommendation

Staff recommends that Council approve the suggested motion.

Concurrence

Finance, Legal, Parks, Recreation and Senior Services, and Public Works concur.

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Project Title: **Wooton Park**

Project #: **310.066 (2)**

Summary Project Description:

TOTAL PROJECT SCOPE				ACTUAL EXPENDITURES			BUDGET	PROJECT BUDGET ALLOCATIONS BY YEAR PER ADOPTED 6 YEAR PLAN							
Expenditures	7/26/18 Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/2018	Project To Date 4/30/2019	2019 Year to Date 4/30/2019	2019 Remaining Budget	Estimated Year End 2019	2019 Appropriated Budget	Planned Year 2020	Planned Year 2021	Planned Year 2022	Planned Year 2023	Planned Year 2024	Planned Year 2025
Design															
External Engineering - LA Studio	23,000	(1,382)	21,618	21,618	21,618	-	-								
Internal Engineering/Project Mgmt		2,795	2,795	1,962	2,598	636	197	833							
Permits		15,000	15,000	-	-	-	15,000	15,000							
Other Misc (Advertise, Postage, Etc.)		1,000	1,000	-	-	-	1,000	1,000							
Prop/ROW/Easements															
Construction															
External Engineering	170,000	(162,300)	7,700	-	-	-	7,700	7,700							
Internal Engr- Proj Mgmt/ Inspect		7,000	7,000	-	-	-	7,000	7,000							
Construction Contract		150,000	150,000	-	-	-	150,000	150,000							
Const Contract 1 - Contract Contingency		-	-	-	-	-	-	-							
Other															
Interfund Financial Services		239	239	239	239	-	-								
Non-Capitalizable Services		167	167	167	167	-	-								
Contingencies	17,000	2,795	19,795	-	-	-	19,795	19,795							
Total Project Expense Budget:	210,000	25,314	235,314	23,986	24,622	636	210,692	211,326	187,000						

Funding Sources	7/26/18 Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/2018	Project to Date 4/30/2019	2019 YTD 4/30/2019	2019 Remaining Budget	Scheduled Year 2019	2019 Appropriated Budget	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022	Scheduled Year 2023	Scheduled Year 2024	Planned Year 2025
REET 2	160,000	25,357	185,357	23,986	23,986	-	161,371	161,371	137,000						
Private Contributions	50,000	(43)	49,957	-	-	-	49,957	49,957	50,000						
Total Project Revenue Budget:	210,000	25,314	235,314	23,986	23,986	-	211,326	211,326	187,000						

Committed Cash: (636)

Project Title: Westwood Play Equipment		Project # 310.074		Summary Project Description:												
TOTAL PROJECT SCOPE				ACTUAL EXPENDITURES			BUDGET	PROJECT BUDGET ALLOCATIONS BY YEAR PER ADOPTED 6 YEAR PLAN								
Expenditure Categories	7/26/18 Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/2018	Project To Date 4/30/2019	2019 Year to Date 4/30/2019	2019 Remaining Budget	Estimated Year End 2019	2019 Appropriated Budget	Planned Year 2020	Planned Year 2021	Planned Year 2022	Planned Year 2023	Planned Year 2024	Planned Year 2025	
Design																
External Engineering (LA Studio)	15,000	(1,981)	13,019	13,019	13,019	-	-									
Internal Engineering/Project Mgmt		1,962	1,962	1,962	2,259	297	(297)									
Permits		12,000	12,000	-	-	-	12,000	12,000								
PropRIOW/Easements																
Construction																
External Engineering (LA Studio)	81,000	(73,300)	7,700	-	-	-	7,700	7,700								
Internal Eng-Proj Mgmt/ Inspect		5,000	5,000	-	-	-	5,000	5,000								
Construction Contract I		75,000	75,000	-	-	-	75,000	75,000								
Other																
Interfund Financial Services		239	239	239	239	-	-									
Non-Capitalizable Services		167	167	167	167	-	-									
Contingencies	8,000	(3,167)	4,833	-	-	-	4,833	4,833								
Total Project Expense Budget:	104,000	15,920	119,920	15,387	15,684	297	104,236	104,533	89,000							
Funding Sources	7/26/18 Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/2018	Project to Date 4/30/2019	2019 YTD 4/30/2019	2019 Remaining Budget	Scheduled Year 2019	2019 Appropriated Budget	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022	Scheduled Year 2023	Scheduled Year 2024	Scheduled Year 2025	
REET 2	104,000	15,920	119,920	15,387	15,387	-	104,533	104,533	89,000							
Total Project Revenue Budget:	104,000	15,920	119,920	15,387	15,387	-	104,533	104,533	89,000							

Project Title: SJU Play		Project # 310.080			Summary Project Description:											
TOTAL PROJECT SCOPE				ACTUAL EXPENDITURES			BUDGET	PROJECT BUDGET ALLOCATIONS BY YEAR PER ADOPTED 6 YEAR PLAN								
Expenditure Categories	7/26/18 Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/2018	Project To Date 4/30/2019	2019 YTD 4/30/2019	2019 Remaining Budget	Estimated Year End 2019	2019 Appropriated Budget	Planned Year 2020	Planned Year 2021	Planned Year 2022	Planned Year 2023	Planned Year 2024	Planned Year 2025	
Design																
External Engineering (LA Study)	37,000	20,723	57,723	57,723	57,723	-	-	-	-							
Internal Engineering/Procurement		1,962	1,962	1,962	3,806	1,844	(1,844)									
Permits		20,000	20,000	-	-	-	20,000	20,000								
Other Misc (Advertise, Postage, Etc)		1,000	1,000	-	-	-	1,000	1,000								
PropROW/Easements																
Construction																
External Engineering (LA Study)	408,000	(401,000)	7,000	-	-	-	7,000	7,000								
Internal Eng-Procurement/Inspect		8,000	8,000	-	-	-	8,000	8,000								
Construction Contract 1		467,000	467,000	-	-	-	467,000	467,000								
Other																
Interfund Financial Services		239	239	239	239	-	-	-	-							
Contingencies	34,000	(21,021)	12,979	-	-	-	12,979	12,979								
Total Project Expense Budget:	479,000	97,679	576,679	60,091	61,535	1,844	514,135	515,579	20,000							
Funding Sources	7/26/18 Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/2018	Project to Date 4/30/2019	2019 YTD 4/30/2019	2019 Remaining Budget	Scheduled Year 2019	2019 Appropriated Budget	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022	Scheduled Year 2023	Scheduled Year 2024	Scheduled Year 2025	
REIET 2	184,000	97,070	281,070	54,565	54,565	-	226,505	226,505	20,000							
King County Youth & Amateur Sports - Construction Only 2018-2019	245,000	-	245,000	-	-	-	245,000	245,000								
Private Contributions	50,000	-	50,000	-	-	-	50,000	50,000								
Total Project Revenue Budget:	479,000	97,070	576,070	54,565	54,565	-	521,505	531,505	20,000							

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2019 Summer Events – Agreement with Destination Des Moines

- 1. ATTACHMENTS: Draft Agreement Between the City of Des Moines and Destination Des Moines

FOR AGENDA OF: May 23, 2019

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: May 14, 2019

CLEARANCES:

- Community Development Sme
- Marina Scott
- Parks, Recreation & Senior Services Sme
- Public Works RBC

CHIEF OPERATIONS OFFICER: DSB

- Legal LS
- Finance SW
- Courts N/A
- Police KC

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

Destination Des Moines was previously selected by the City Council to provide the leadership role in planning and staging the annual Waterland events and parade. Destination Des Moines also provides the leadership role in planning and staging the Fireworks over Des Moines events on July 4. The purpose of this agenda item is to ask for the Council’s approval of an agreement with Destination Des Moines to conduct the 2019 summer events on City property, subject to conditions. The agreement also specifies the responsibilities assumed by Destination Des Moines and identifies the in-kind services that will be provided by the City to support the events.

Suggested Motions

Motion 1: “I move to approve the Agreement with Destination Des Moines for 2019 Summer Events specifying the responsibilities assumed by Destination Des Moines and identifying the in-kind services and facilities that will be provided by the City, substantially in the form as attached.”

Background

Destination Des Moines is a non-profit community based organization that was founded to promote and support community events. Their first order of business was to resurrect the “Waterland Parade,” a community event with a long history. Destination Des Moines was also asked to take on the management of the “Fireworks Over Des Moines” show which had previously been run by the Des Moines Rotary Club and to take over responsibility for the Des Moines Classic Car & Boat Show and the Classic Community Barbeque previously managed by the Des Moines Marina staff. In December 2013, City Council awarded the management of an expanded Waterland Festival to Destination Des Moines.

The 2019 community events will be held on the weekend of July 19-21 and will include the SeaFair Waterland Parade, Wheels and Keels- Classic and Modified Car, Motorcycle and Wooden Boat Show, and the Waterland Children’s Carnival.

The 2019 Community Barbeque will be held July 10, 2019.

The 2019 Fireworks Over Des Moines will take place at the Marina and Beach Park on July 4th.

Discussion

The mission of Destination Des Moines is to help develop awareness of the City of Des Moines as a great place to hold community events, to open and operate a business and assist other organizations in promoting and marketing events. Destination Des Moines has developed partnerships with the City of Des Moines and its residents, local business and non-profit organizations including Seattle Southside Regional Tourism Agency, Seattle Southside Chamber of Commerce, Des Moines Arts Commission, Des Moines Waterfront Farmers Market, SeaFair and many others to deliver on this mission. Fireworks Over Des Moines and the SeaFair Waterland Parade are high value community events that serve thousands of residents and visitors and depend largely on sponsorships, volunteers and in-kind City services.

All events sponsorships, ticket sales, attractions and donation proceeds will be used to pay for direct event expenses such as the fireworks show, security, entertainment, volunteer support, fencing, garbage, portable restrooms and marketing.

Alternatives

- The Council may accept the staff recommendation and approve the Agreement with Destination Des Moines.
- The Council may direct the staff to make specified changes to the agreement with Destination Des Moines.
- The Council may reject the staff recommendation.

Financial Impact

Destination Des Moines has applied to the Seattle Southside Regional Tourism Authority for the financial support of Fireworks Over Des Moines and the Waterland Festival in the amount of \$35,000. These grant funds will be used to reimburse the actual cost of City services that are provided for the Community Events in the amount of up to \$30,000 and also to provide Destination Des Moines with \$5,000 in support of the event. The City’s cost for Community Festivals in 2017 was \$26,898 - \$13,541 (4th of July event) and \$13,357 (Waterland Festival event). The cost to the City for the 2019 events is estimated to be approximately \$30,000.

Recommendation or Conclusion

The staff recommends that the Council approve the agreement between the City and Destination Des Moines which specifies the responsibilities assumed by Destination Des Moines and identifies the paid and in-kind services that will be provided by the City to support the events.

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AGREEMENT
Between
THE CITY OF DES MOINES
And
DESTINATION DES MOINES
for the
2019 SUMMER EVENTS

THIS AGREEMENT is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter "City"), a municipal corporation of the State of Washington, and DESTINATION DES MOINES (hereinafter "Destination Des Moines") regarding the 2019 calendar of community events (hereinafter "Summer Events").

WHEREAS, the City finds that community events enhance the quality of life for residents of the City of Des Moines, and

WHEREAS, Destination Des Moines is a primary sponsor of 2019 Summer Events, and

WHEREAS, the City of Des Moines wishes to permit the Summer Events and to have Destination Des Moines plan and sponsor the Summer Events pursuant to certain terms and conditions; now therefore,

IN CONSIDERATION of the mutual benefits and conditions listed below, the parties agree as follows:

(1) Destination Des Moines agrees as follows:

Destination Des Moines shall conduct the 2019 Summer Events, which consist of the three community events in July:

- Fireworks Over Des Moines- July 4, 2019
- Community Barbeque- July 10, 2019
- Waterland Festival Events, July 20-21, 2019 including: Des Moines Wheels and Keels, Classic and Modified Car, Motorcycle and Wooden Boat Show, Waterland Children's Carnival, Waterland Parade and Art in the Park .

in compliance with this Agreement, and will comply with all federal, state, and local statutes, ordinances, and regulations. Destination Des Moines further agrees as follows:

(a) Destination Des Moines shall defend, indemnify and hold the City of Des Moines, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the conduct of the Summer Events or its associated activities, except for injuries and damages caused by the sole negligence or intentional conduct of the City its officers, agents and employees. In the event that any suit based upon such claim, injury, damage, or loss is brought against the City, Destination Des Moines shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if

final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and Destination Des Moines and their respective officers, agents, and employees, or any of them, Destination Des Moines shall satisfy the same.

(b) Destination Des Moines and/or other promoters of the Summer Events will provide financial support for the Summer Events and will pay for Event-related expenses for portable sanitary facilities, garbage collection, paid advertising and/or promotional banners associated with the Summer Events.

(c) Destination Des Moines and/or other promoters of the Summer Events will contract with other companies to provide services to all listed events.

(d) Destination Des Moines and/or other promoters of the Summer Events will secure all permits.

(e) Destination Des Moines and/or other promoters of the Summer Events shall provide general liability insurance in the minimum amount of two million dollars (\$2,000,000) to cover each Summer Event. The City of Des Moines shall be named as additional insured. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. The City shall be furnished with original certificates evidencing the Summer Events' insurance requirements thirty (30) days prior to each Summer Event. If Destination Des Moines intends to use motorized vehicles during the events, including the use of any City owned shuttle carts, Destination Des Moines will provide proof of insurance for the vehicles. Destination Des Moines shall provide proof of insurance to the City prior to use of the City owned carts.

(f) Destination Des Moines and/or other promoters of the Summer Events will be permitted to erect such special signage as is appropriate in the thirty (30) days prior to and during the events. All such signage shall be removed within ten (10) days after each Summer Event.

(g) Destination Des Moines and/or other promoters of the Summer Events will be allowed to have associated retail sales of food or merchandise and will be exempt from the requirements of the City's Mobile and Itinerant Vendor Code, chapter 5.57 DMMC.

(h) Destination Des Moines and/or other promoters of the events will be allowed to solicit donations for all Summer Events. Destination Des Moines and/or other promoters shall bear responsibility for all collection, accounting, and reporting of any funds collected. The City grants this privilege based upon the promoter's agreement that any funds collected in amounts greater than the cost of the event will be held in a special event fund for each individual event account to help pay for the following year's event.

(i) Destination Des Moines agrees to take whatever reasonable measures are necessary to prevent damage to City facilities and to be responsible for any damage that may occur as a result of the any Summer Events.

(j) A Des Moines Police Department Command Officer and/or the Fire Marshall of South King Fire and Rescue will have the authority to close any of the Summer Events down at any time should it be necessary, following assessment of any safety and security issues.

(l) A Fireworks Over Des Moines Special Event Application and Plan will be created by Destination Des Moines and approved in writing by the City Manager prior to the events.

(m) A Waterland Festival and Community BBQ Special Event Application and Plan will be created by Destination Des Moines and approved in writing by the City Manager prior to the events.

(o) Destination Des Moines has applied for a grant from Seattle Southside Regional Tourism Authority in the amount of \$35,000 to assist with the actual costs of the events. Upon the successful award and receipt of the funds, Destination Des Moines will pay the City \$30,000 to cover the actual costs for City assistance to the Summer Events, which may include services by the Police, Public Works, Parks and Recreation, and Marina departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures and pedestrian safety and rental rates for the use of City property. If the grant request is not successful, the City and Destination Des Moines shall meet to discuss options for funding the event.

(2) The City agrees as follows:

(a) Upon execution of this Agreement, the City Manager is authorized to grant permission to Destination Des Moines to use and occupy, for the purpose of the Summer Events, City facilities, property, streets, roads, and rights-of-way.

(b) Normal City fees may be waived where possible. Fees required by other governmental agencies shall be the responsibility of Destination Des Moines.

(c) The City Manager is authorized, at his discretion, to grant permission to Destination Des Moines to utilize City promotional tools such as the *City Currents*, Parks, Recreation and Senior Services Brochure, City Web Page and Channel 21 to inform and educate the public about the events. Destination Des Moines understands that fees to cover direct City expenses may be charged for this use.

(d) The City Manager is authorized to provide, at his discretion up to a total value of \$35,000, City assistance to the Summer Events, which may include, without limitation, services by the Police, Public Works, Parks and Recreation, and Marina departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures and pedestrian safety and the reduction/elimination of rental rates for the use of City property.

(3) Duration of Agreement. This Agreement will commence upon date of execution and ends upon successful completion of the terms of this Contract, execution of a new Contract, City's written termination of the Contract as described in Section 4 of this Agreement, or Destination Des Moines' decision not to have the Summer Event(s), whichever is sooner, provided,

however, all indemnification and hold harmless provisions of this Agreement shall survive the termination of this Agreement.

(4) Termination. This Agreement may be terminated by the City for good cause upon thirty (30) days' written notice to Destination Des Moines of the City's intention to terminate the same. Good cause is defined as either:

(a) Failure of Destination Des Moines to perform any requirement of this contract within ten (10) days after the City makes written demand for such performance; or

(b) Termination required for purposes of public health, safety, welfare or the public interest, as determined by the City Manager.

(5) Discrimination Prohibited. Destination Des Moines shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in the "Summer Events" on the basis of race, color, religion, creed, sex, national origin, marital status, sexual orientation, or presence of any sensory, mental, or physical handicap.

(6) Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.

(7) Governing Law. The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.

(8) Mediation/ Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

(9) Amendments/ Authorization for Additional Services. This Agreement may be modified or amended and additional conditions may be authorized during the term of this Agreement upon the mutual written consent of the parties.

(10) Severability. If any provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

(11) Waiver. The waiver by either party of any breach of any term, condition, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Agreement.

(12) Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(13) Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

(14) Concurrent Originals. This Agreement may be signed in counterpart originals.

(15) Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

CITY OF DES MOINES

DESTINATION DES MOINES

Michael Matthias, It's City Manager
As directed by the Des Moines City Council by
In Open Public Meeting on

By: Anthony Hettler, Its President

_____.

Date _____

Date _____

APPROVED AS TO FORM:

City Attorney

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Collective Bargaining Agreement -
Des Moines Police Guild

FOR AGENDA OF: May 23, 2019

DEPT. OF ORIGIN: City Manager's Office

ATTACHMENTS:

DATE SUBMITTED: May 16, 2019

1. Collective Bargaining Agreement by and between City of Des Moines, Washington and Des Moines Police Guild

CLEARANCES:

- Community Development _____
- Marina _____
- Parks, Recreation & Senior Services _____
- Public Works _____

CHIEF OPERATIONS OFFICER: _____

- Legal *MH*
- Finance *clw*
- Human Resources *[Signature]*
- Courts _____
- Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to approve the Collective Bargaining Agreement ("Agreement") between the City of Des Moines and the Des Moines Police Guild for the period January 1, 2019, through December 31, 2021.

Suggested Motion

Motion 1: "I move to approve the attached Collective Bargaining Agreement between the City of Des Moines and the Des Moines Police Guild and to authorize the City Manager to sign the Agreement substantially in the form as attached."

Background

The City and the Guild began negotiations on December 5, 2018 for the Des Moines Police Guild collective bargaining agreement that was set to expire on December 31, 2018. This agreement had been in effect for the periods of January 2015 to December 2018. The City and the Guild agreed to negotiate without legal counsel present during the initial stages of the bargaining process. This approach had proven effective in assisting with the resolution of the previous contract negotiation.

The City and the Guild met on a consistent basis over the course of four (4) months to review the various provision proposals. The strategy employed by the Guild and the City emphasized interest based bargaining. In the final phase of negotiations, which primarily focused on compensation, legal counsel was requested to attend the meetings. Throughout the bargaining process, the City and Guild leadership remained fully committed to achieving mutually acceptable outcomes, which allowed us to reach a tentative agreement on April 15, 2019, approximately 3.5 months after the originally collective bargaining agreement expired. On May 15, 2019 the Guild notified the City that their members had “strongly voted” in favor to ratify the City's offer, resulting in the attached Agreement.

Discussion

The City was able to negotiate with the Guild, an equitable compensation package that aligns with the City's commitment to maintaining a solvent and sustainable budget. In 2019, the Guild would receive a (3.25%) COLA, which is (1.35%) higher the 2019 budgeted amount for wage increases. In both 2020 and 2021, the Guild would receive (3%) which is (1%) higher than what has already been budgeted for wage increases for both years. Analysis by the Financial Department indicated these increases will be consistent with maintaining a sustainable and solvent budget for the city.

The City and Guild agreed to maintain the status quo for Guild Members and their dependents contributions to the health premium; also, that an increase of (8%) or above to the total medical premium cost for the LEOFF Health and Welfare Trust Plan F, would be equally split and shared by both the City and Guild employees. Additionally, should this scenario occur, the City and the Guild have agreed to meet to discuss alternative health insurance options. The City and Guild also addressed some statutory changes by ensuring compliance with the Washington State Paid Sick leave law (Initiative 1433), incorporating the updates required by the JANUS decision, and laying the framework for Paid Family Medical Leave.

A number of management rights provisions were negotiated in a manner acceptable to both sides.

Alternatives

The Council could choose not to approve the Agreement and direct the City Manager to move forward with the arbitration process.

Recommendation or Conclusion

Administration recommends approval of the proposed Agreement as it contains those changes and compromises authorized by the Council.

COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY OF DES MOINES, WASHINGTON

and

DES MOINES POLICE GUILD

January 1, 2019 - December 31, 2021

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**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF DES MOINES AND DES MOINES POLICE GUILD**

ARTICLE 1. PURPOSE

The purpose of the Employer and Guild in entering into this agreement is to set forth their complete agreement with regard to wages, hours, and working conditions for the employees in the Bargaining Unit so as to promote the efficiency of law enforcement; public safety; morale and security of employees covered by this agreement; and harmonious relations, giving recognition to the rights and responsibilities of the Employer, the Guild and the employees.

ARTICLE 2. DEFINITIONS

Terms used in this agreement are defined as follows:

- A. "Employer" or "City" means the City of Des Moines, Washington.
- B. "Guild" means the Des Moines Police Guild.
- C. "Employee" means regular full time and regular part time commissioned officers, community service officers, and animal control officer(s) (in the Bargaining Unit as defined in subparagraph D). New positions shall be subject to negotiation for inclusion or exclusion in the bargaining unit.
- D. "Bargaining Unit" shall include all full time and regular part time commissioned officers, community service officers, and animal control officer(s), excepting the Chief of Police and Commanders.
- E. "Department" means the Des Moines Police Department.

ARTICLE 3. RECOGNITION

- A. The Employer recognizes the Guild as the exclusive bargaining representative on matters concerning wages, hours, and working conditions for the employees in the Bargaining Unit.
- B. Within thirty (30) days of hire or transfer into the bargaining unit, each employee has the option to attend a (30) minute orientation session with a designated Guild representative. The purpose of the orientation is for the Guild to provide information related to coverage under this Agreement and enrollment in Guild membership.
- C. Upon proper written authorization from an employee within the bargaining unit, the Employer agrees to deduct from the wages of that employee, a sum as certified by the Guild secretary, twice each month and forward the sum to the Guild, within seven (7) working days after the payroll withholding date. Any employee who wishes to cancel the written authorization for dues deduction, must notify the Employer and Guild in writing, at which time the Employer will discontinue the deduction.
- D. The Employer will provide a monthly report to the Guild transmitted with transfer of deducted dues owed to the Guild ("the transferred amount"). Such report shall indicate: 1) all individuals who had dues withheld as part of the transferred amount, and the amount withheld and transmitted on behalf of that individual; 2) a list of all employees who did not have dues withheld as part of the transferred amount; 3) a list of all employees commencing employment since the preceding report; and 4) all employees in the preceding month who requested discontinuance of payroll deduction of dues.
- E. The Guild agrees to defend, indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by third parties as a result of any action taken or not taken by the Employer under the provisions of this article, pursuant to authorization by the Guild.

- F. The Guild agrees to refund to the City any amounts paid to it in error on account of the provisions of this article upon presentation of proper evidence.

ARTICLE 4. NON-DISCRIMINATION AND COMPLIANCE

The Employer and Guild will cooperate to ensure that no employee is discriminated against by reason of membership or non-membership in the Guild. The Employer and Guild will also cooperate to assure compliance with non-discrimination laws. The parties agree that there shall be no unlawful discrimination and both shall comply with Federal, State and Local laws.

ARTICLE 5. EMPLOYER RIGHTS

The City of Des Moines and the Des Moines Police Department retain all rights granted by statute to operate and manage the function of the City and the department, to control, direct, and schedule its operations and work force, and to make any and all decisions affecting such operation, whether or not specifically mentioned in this agreement and whether or not previously exercised, except as specifically limited by this agreement. Such prerogative shall include, but not be limited to the following items:

1. To direct and supervise all operations, functions and policies of the department and to modify such operations, functions and policies as they may affect employees in the Bargaining Unit.
2. To organize and reorganize the structure, work or reporting relationships within the department.
3. To determine the need for a reduction or an increase in the work force whether or not a vacancy exists for purposes of this agreement, in accordance with Article 16 of this agreement.
4. To discipline or discharge for just cause.
5. To determine the promotional opportunities and need for and qualifications of employees, transfers and promotions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.
6. To determine job descriptions and job content.
7. To implement new, and to revise or discard old methods, procedures, materials, equipment, facilities and standards.
8. To assign work and equipment, schedule employees, and establish and change work schedules so long as the schedules and changes are not inconsistent with the scheduling provisions of Article 7.
9. To determine the City budget and financial policies.
10. To establish and administer a personnel system which provides for all types of personnel transactions, including determining the procedures and standards for hiring, promotion, transfer, assignment, layoff, discipline, retention, and classification of positions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.
11. To establish reasonable work and productivity standards and from time to time to change those standards.
12. Select and determine the number of employees, including the number assigned any particular work; and increase or decrease that number.

13. Determine the necessity for, and schedule when overtime shall be worked.
14. The right to use volunteers for the Des Moines Reserve program or programs to supplement regular work shifts or other assignments. Reserves may be utilized to maintain minimum staffing levels once an attempt has been made to contact full time officers.
15. To make, establish, and enforce safety rules, operational policies and procedures, and rules of conduct for the department.
16. To inspect locker or other spaces assigned to Employees, except as restricted by Article 15, and provided notice is granted to the Employee.

The exercise of any management prerogative, function or right which is not specifically modified by this agreement is not subject to any grievance procedure or to bargaining during the term of this agreement, except where such exercise is in violation of the terms of this agreement.

ARTICLE 6. COMMUNICATION

In order to facilitate continued good communications between the Guild and the Employer, the Employer and the Guild shall meet once a month or more often if needed, to raise issues that require discussion between and input from both parties. An annual calendar of these meetings will be established before January 15th of each year this Agreement is in effect.

ARTICLE 7. PERFORMANCE OF DUTY

The Guild and the Employer agree that there shall be no strikes, walk outs, slow downs, stoppages of work, "sick outs", or any interference with the efficient operation of the department.

ARTICLE 8. HOURS OF WORK AND OVERTIME

- A. **Schedule Defined.** For employees working a six-day work week, three days on/three days off, 12-hour shift, the applicable 7(k) work period shall be 24 days.
- B. **Patrol.** Patrol schedule shall consist of a six (6) day work week, consisting of 3 consecutive days of work and 3 consecutive days off. The workday will be 12 hours in duration. Each employee assigned to a 12 hour shift will receive 55 hours of Kelly time on January 1, to be used by June 30, and an additional 55 hours of Kelly time on July 1, to be used by December 31. Unused Kelly time will not carry over from one six month period to another. Kelly time hours used will be considered hours worked. In the event an employee uses all the Kelly time for a six month period and employment with the City is terminated prior to the end of the fifth month of the six month period, the employee will reimburse the City eleven (11) hours of pay per month for each month prior to the fifth month that employment is terminated. Such amounts to be paid to the City out of the employee's final pay check.
- C. **Detectives.** Detective schedule shall consist of a 7 day workweek, consisting of 4 consecutive days of work and 3 consecutive days off. The shift will be 10 hours in duration.
- D. **Community Service Officers.** Community Service Officer schedule shall consist of a 7 day work week, consisting either of 4 consecutive days of work and 3 consecutive days off at 10 hours per day; or when assigned to a patrol team on a permanent basis, the schedule shall consist of a six (6) Day work week, consisting of 3 consecutive days of work and 3 consecutive days off. The workday will be 12 hours in duration. Each employee assigned to a 12 hour shift will receive 55 hours of Kelly time on January 1, to be used by June 30, and an additional 55 hours of Kelly time on July 1, to be used by December 31. Unused Kelly time will not carry over from one six month

period to another. Kelly time hours used will be considered hours worked. In the event an employee uses all the Kelly time for a six month period and employment with the City is terminated prior to the end of the fifth month of the six month period, the employee will reimburse the City eleven (11) hours of pay per month for each month prior to the fifth month that employment is terminated. Such amounts to be paid to the City out of the employee's final pay check.

- E. **Animal Control Officer.** Animal Control schedule shall consist of a 7 day workweek, consisting of 5 consecutive workdays and 2 consecutive days off. The work shift will be 8 hours in duration.
- F. **Traffic Safety Unit.** The schedule for Police Officers assigned to the Traffic Safety Unit shall consist of a 7 day work week, consisting either of 4 consecutive days of work and 3 consecutive days off at 10 hours per day; or 5 consecutive days of work and 2 consecutive days off at 8 hours per day. If assigned to an 8 day work week, consisting of 4 consecutive days of work and 4 consecutive days off, the workday will be 12 hours in duration. Each employee assigned to a 12 hour shift will receive 55 hours of Kelly time on January 1, to be used by June 30, and an additional 55 hours of Kelly time on July 1, to be used by December 31. Unused Kelly time will not carry over from one six month period to another. Kelly time hours used will be considered hours worked. In the event an employee uses all the Kelly time for a six month period and employment with the City is terminated prior to the end of the fifth month of the six month period, the employee will reimburse the City eleven (11) hours of pay per month for each month prior to the fifth month that employment is terminated. Such amounts to be paid to the City out of the employee's final pay check.
- G. **K9 Unit.** The schedule for Police Officers assigned to the K9 Unit shall consist of a seven (7) day work week, with four (4) consecutive days of work and three (3) consecutive days off at ten (10) hours per day. The K9 Officer will be compensated one (1) hour per ten (10) hour shift for K9 care and maintenance (Kennel Time). The Kennel Time will be compensated at the K9 Officers regular pay rate unless required to forego the Kennel Time for shift coverage then this additional time worked is paid at one and one half (1.5) hours. When a K9 unit is assigned to a patrol team, the K9 Officer will work the patrol shifts scheduled hours of the team he/ she is assigned. When the K9 Officer is assigned to a patrol team, he/ she will receive one (1) hour of compensatory time for every twelve (12) hour shift worked. The K9 Officer may elect to take the one (1) hour off at the end of the shift in lieu of the compensatory time at the discretion of the on duty supervisor.
- H. **Employer Scheduling Right.** The Employer reserves the right to schedule individual hours of work, shift assignments, days off, and to schedule overtime.
1. **Short-Term Schedule Changes:** To maintain balanced teams and for other operational purposes. The Employer will make a reasonable effort to notify Employees of such changes thirty (30) days in advance of the change, provided the Employer has advance knowledge of the need for a change in schedule. The parties recognize that during the probationary period, employees do not necessarily work set schedules and advance notification of such work changes does not apply. Nevertheless, the Employer will make a reasonable effort to notify probationary employees of changes seven (7) days in advance.
 2. **Long-Term Schedule Changes:** The Employer may change regular long term schedules and work weeks listed in A, B, C, and D above, provided the Employer agrees to bargain such changes with the Guild, in accordance with RCW 41.56.
- I. **New Positions.** The Employer retains the right to schedule any new positions or assignments created within the police department, as needed to meet the needs of the community. The Employer will follow the scheduling provisions of this article as well as consult with and seek input from the Guild on scheduling of new positions.
- J. **Overtime.** All overtime will be paid at a rate of one and one half (1-1/2) times the employees regular hourly rate. Overtime will be paid for any time worked in excess of the employees scheduled workday or scheduled workweek. Scheduled overtime will be offered first on a voluntary basis.

Overtime will be calculated in 15 minute increments.

- K. **Compensatory Time.** At the employee's discretion, the employee may choose to take compensatory time in lieu of overtime pay. All compensatory time accumulated will be accrued at a rate of one and one half (1 vs.) hours for each overtime hour worked. The employee shall indicate whether he/ she is accruing compensatory time or overtime in the pay period earned. The maximum amount of compensatory time that may be accumulated shall be equivalent to one work week. An employee may submit a request in writing to the Chief of Police to carry over more than the allowed amount for that employee. Compensatory time can be carried over from year to year. An employee can choose to cash in compensatory time at their regular rate of pay for any pay period between the months of January through October indicated by the employee. The use of compensatory time will be governed by the same criteria as vacation time. Any accrued compensatory time not used prior to an employee's separation from service will be paid on the last pay check.
- L. **Emergency Call Back.** In the event an employee is called back to work in an emergency, more than one hour before or one-half hour after normal duty hours, the employee will be compensated at the employee's overtime rate with a four (4) hour minimum. If the work time continues into normal duty hours, the employee's regular rate shall be paid for the hours worked after the four (4) Hour minimum.
- M. **Court.** When a court appearance falls outside the normal duty hours, the employee will be paid at the overtime rate with a four (4) hour minimum. A court appearance is any appearance directed by a subpoena or court related conference requested by the prosecutor or judge.
- N. **Standby Status.** Employees may be placed on "Standby" status when it is anticipated that they may be called back to duty. Such status requires that the Employee be available to respond by telephone within 15 minutes and to return to the station within 45 minutes. When placed on standby status, employees will remain near a telephone (unless equipped with a pager, in which case the employee shall remain within paging distance) and will leave a number where they can be reached. Employees placed on standby by the City shall be paid at \$10.00 per hour. Standby at the request of an authorized court officer shall be confirmed and authorized daily through a City police supervisor. Standby duty shall not be counted as hours worked for the purposes of computing overtime or eligibility to receive fringe benefits. If the Employee is called back to work while on standby status, standby pay will cease.
- O. **Mandatory Training or Meetings.** Any mandatory training or meetings which fall outside of the employees normal work schedule will be compensated at the employees over time rate with a four (4) hour minimum. However, the four (4) hour minimum shall not apply to mandatory training sessions or meetings held less than one-half hour before or after normal duty hours. This would pertain to short training sessions or meetings which are less than one (1) day in duration. Any training session which falls into the normal work day and is less than the employee's regular shift in duration will show as actual hours of training. If the employee chooses not to return to work for the remaining hours of the shift, Kelly, vacation, compensatory or Holiday hours may be used to fulfill the remaining time of the shift.
If the training sessions fall on the employee's day off the employee will be compensated at the employee's overtime rate. If a training session of one (1) day or more falls on the employee's day off, the immediate supervisor may reschedule the employee so that the training session shows as the employee's day worked. If the training day is in addition to the employee's work week the employee will be compensated at the employee's regular overtime rate. If the training day is in place of the employee's work day the employee will receive straight time.
- P. **Working out of Classification.** Employees temporarily assigned to work at a supervisory classification for one full shift or more shall be paid an additional 5% of base pay or the first step in the supervisory classification, whichever is higher, for the hours worked at the higher classification.

ARTICLE 9. VACATION

Annual paid vacation shall be granted to all full time employees and part time employees on a pro rata basis. Paid vacation will be granted according to the following schedule:

Years of Service	Monthly Accrual	Annual Carryover
0 - 3 years	8 hours per month	255 hours
4 - 6 years	10 hours per month	270 hours
7-10 years	12 hours per month	285 hours
11-15 years	14 hours per month	300 hours
16+ years	16 hours per month	315 hours

Annual vacations are subject to the rules contained in the City of Des Moines Personnel Manual. Vacation leave hours used are to be considered hours worked for calculation of overtime.

ARTICLE 10. LEAVES

Sick Leave. All full time employees shall accrue sick leave benefits at the rate of eight (8) hours each calendar month of continuous employment. Such sick leave shall be separated into two (2) separate accrual banks, "State sick leave" and "City sick leave." Employees shall accrue one-half of their monthly sick leave accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Part-time employees shall accrue sick leave benefits on a pro rata basis according to hours worked.

- A. All employees shall accrue one (1) hour of paid State sick leave for every forty (40) hours worked. Employees are not entitled to accrue State sick leave for hours paid while not working (such as during a suspension without pay, leave without pay, vacation, paid holidays, or while using State sick leave).
- B. In addition, regular full-time employees shall accrue City sick leave, which when combined with their State sick leave, will total eight (8) hours of sick leave per month (prorated for part-time employees).
 - State sick leave + City sick leave = (8) hours of sick leave per month

Such sick leave will be accrued each pay period as follows:

- State sick leave + City sick leave = (4) hours of sick leave per pay period
- C. State sick leave benefits accrue from the date of employment and employees are entitled to use their accrued State sick leave beginning on the ninetieth (90th) calendar day after the start of their employment. City sick leave benefits are earned from the date of employment, and may be utilized from date of employment.
 - D. Employees will continue to earn City sick leave while on paid City sick leave, vacation leave, holiday leave and/ or Kelly time leave. Employees shall not earn any City sick leave benefits during a suspension without pay or a leave without pay.
 - E. Unused State sick leave balances in excess of forty (40) hours remaining at the end of the calendar year shall be credited to the employee's City sick leave balance the following year. State sick leave balances of forty (40) hours or less must carry over to the following calendar year.
 - F. City sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years. Such benefits may be carried over into successive calendar years so long as the employee remains employed by the City. Employees who transfer to another department retain any accumulated sick leave benefits after transfer to their new position.
 - G. Accrued State sick leave must be utilized first, followed by City sick leave once the employee's State sick leave is exhausted.

- H. State and/or City sick leave hours used are to be considered hours worked for calculation of overtime, provided that:
1. Employees who are pre-scheduled to work overtime and utilize State and/or City sick leave in the same workweek prior to working the overtime shall be removed from the overtime schedule and the overtime shall be offered to all eligible employees using the current process for scheduling overtime. If no other employee is able to work the overtime and the need for overtime work still exists, the employee originally scheduled may work the overtime at the overtime rate.
 2. Employees who utilize State and/or City sick leave in a work week and are not scheduled to work overtime at the time the sick leave is used may subsequently work extra hours and be paid at the overtime rate.
- I. All State and City sick leave used in conjunction with an L & I injury shall be counted as hours worked for calculation of overtime.
1. **On-Duty Injuries:** Employees, injured in the line of duty and who receive total temporary disability payments under RCW 51.32.0909, will not be required to augment their L&I time loss payments with their sick leave hours. The City shall pay the entire disability supplement portion, both employer and employee, for up to twenty-one (21) days. After twenty-one (21) days, the City of Des Moines LEOFF 2 Disability Leave Supplement Program shall apply. The City Manager shall have the discretion, on a case by case basis, to extend the twenty-one (21) day limit in the event of a significant on-duty injury.
- J. LEOFF II employees shall have no maximum accrual of City sick leave hours.
- K. State and City sick leave may be utilized according to the rules contained in the City of Des Moines Personnel Manual.
- L. Employees covered by this Agreement with a sick leave balance over one hundred and fifty (150) hours shall have one (1) hour of their monthly City sick leave accrual of eight (8) hours cashed and deposited into their 457 Deferred Compensation plan administered by ICMA-RC. Employees with a sick leave balance over two hundred and fifty (250) hours shall have two (2) hours of their monthly City sick leave accrual of eight hours (8) cashed and deposited into their 457 Deferred Compensation plan administered by ICMA-RC.
- M. Upon the separation from service, an employee in good standing with at least ten (10) years of service with the City of Des Moines in a position represented by the Des Moines Police Guild or upon the death of any employee regardless of years of service, the Employer will cash out twenty-five (25%) percent of the employee's sick leave balance or two-hundred (200) hours, whichever is less. Employees with at least twenty (20) years of service, the City will cash out four hundred (400) hours or fifty (50%) percent of the employee's sick leave balance, whichever is less. As a tax savings to the employee, the City shall pay any sick leave cash out provided under this Section, by contributing the entire cash-out value of all unused sick leave hours accrued and available to the employee's HRA-VEBA account.
- N. **Other Leaves.** Medical, maternity, paternity, Family Medical Leave, Washington State Sick Leave ("State" sick leave,) Paid Family and Medical Leave, military reserve training, and other leaves shall be as specified in the City of Des Moines Personnel Manual.

ARTICLE 11. HOLIDAYS

The following holidays will be recognized and observed as paid holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day,

Thanksgiving Day and the Friday following Thanksgiving in, Christmas Day, and two (2) floating holidays. Members of the Guild shall receive a bank of ninety-six (96) hours of leave time on January 1 of each year in compensation for the twelve (12) holidays. Such leave time to be administered as Kelly time, and considered as hours worked for calculation of overtime. The use of holiday time will be governed by the same criteria as vacation time. Employees may cash in forty-eight (48) hours of holiday pay at the end of November to be paid on the first payday in December. Employees must use the additional forty-eight (48) hours by the end of the calendar year in which the holidays are credited.

Essential employees required to work New Year's Day and Independence Day, shall be paid of one-and one-half (1 1/2) times their regular rate of hourly pay for all hours worked on those days. Essential employees required to work Thanksgiving Day and Christmas Day shall be paid two (2) times their regular rate of hourly pay for all hours worked on those days. Essential employees for this purpose is defined as only patrol staff required to work on the holiday and other employees specifically designated by the Chief or his designee. Employees who voluntarily work on the day shall be paid their regular rate of pay rather than the overtime rate. For purposes of this provision, the holiday begins at 0000 hours on the night of the holiday and concludes twenty-four (24) hours later at 0000 hours.

1. **Holiday Shift-Coverage:** An employee, who works in an overtime capacity to provide shift coverage on any observed Holiday, as set forth in Article 11, shall be paid an additional .50 times their regular hourly rate for all overtime hours worked.

In the event an employee uses all the holiday time and employment is terminated with the City prior to the end of the year, the remaining holiday pay will be paid back to the City out of the employee's final pay check.

In the event an employee is placed on administrative leave or on an alternative schedule due to an internal investigation, the employee will be placed on a Monday through Friday work schedule. If a holiday occurs while the employee is on administrative leave or on the alternative schedule and the employee does not work, hours for the holiday shall be deducted from the employee's holiday bank provided that, when the employee's holiday bank is equal to or less than forty (48) hours, no holiday hours shall be deducted. If the internal investigation results in the termination of an employee's employment, hours for the holidays that occur during the leave period shall be deducted from the employee's holiday bank until the holiday bank is exhausted.

ARTICLE 12. CLOTHING AND EQUIPMENT

- A. The Employer agrees to provide all clothing and equipment which an employee is authorized to wear and authorized to purchase by the Chief of Police.
- B. The Employer agrees to provide necessary cleaning of all such clothing and equipment.
- C. The Employer agrees to replace or repair clothing and equipment which is damaged in the line of duty including "fair wear and tear".
- D. Detectives shall be granted a clothing allowance of 1 % of base pay per year. Cleaning shall be provided as defined in Subsection B above.

ARTICLE 13. GUILD ACTIVITIES

- A. Employees shall be granted use of City meeting space and release time from duty for a maximum of one (1) hour per month for Guild meetings. However, the Chief of Police may require an appropriate number of officers remain on patrol during the meeting at his discretion. On duty members must remain in ready status and respond to any calls for service. Time granted for such meetings shall not be cumulative. Negotiation meetings with City representatives without loss of pay, to the extent that such meetings are scheduled during the working hours of the members attending and the meetings do not affect the City's ability to respond to calls.

- B. Designated members of the Guild shall be granted release time (subject to subsection *B* above) for all mutually agreed meetings between the City and the Guild, when such meetings take place at a time during which such members are scheduled to be on duty. Meetings scheduled with City representatives during off duty hours are not considered compensated time.
- C. The City shall allow Guild representatives a reasonable amount of time while on duty to process grievances. The immediate supervisor of the Guild representative must authorize the activity. The City will allow Guild material to be distributed to members by use of City employee mailboxes.
- D. The City shall provide space on existing bulletin board(s) for the Guild to post notices of meetings, elections and other items of interest to Guild members. These materials may not be inflammatory or personal in nature or be derogatory about the City.
- E. The Guild may utilize City copy machines, faxes, telephones and other equipment provided reimbursement is made to the City in accord with Department of Finance guidelines.

ARTICLE 14. COLLECTIVE BARGAINING

Collective bargaining between the parties shall be carried out by the City Manager and/ or his designates, on behalf of the City Council, and a person or persons representing the Guild.

All agreements reached not otherwise included in this Collective Bargaining Agreement shall be reduced to writing in a separate Memorandum of Agreement which shall be signed by the City Manager and the Guild representative.

Upon the settlement of the Collective Bargaining Agreement, the City will make the agreement available to each member affected by the agreement by posting it on the City's intranet.

ARTICLE 15. EMPLOYEE BILL OF RIGHTS

A relationship of trust and confidence between employees of the Des Moines Police Department and the community they serve and between employees of the Des Moines Police Department and their Employer is essential to effective law enforcement. Police employees must be free to exercise their best judgment and to initiate law enforcement action in a reasonable, lawful, and impartial manner. In addition, law enforcement employees are obligated to respect the rights of all people, and the Employer is obligated to respect the rights of its employees.

It is essential public confidence be maintained in the ability of the Employer to investigate and properly adjudicate complaints against its employees. The rights of the employee, as well as those of the public, must be protected.

The parties are committed to resolving internal investigation matters involving members of the Guild in a manner that is expeditious, fair, and thorough, and is designed to resolve issues at the lowest possible level.

An investigation based on a complaint must be conducted in an open and fair manner, with the truth as the primary objective. The Employer accepts complaints against any of its employees and fully investigates all such complaints to the appropriate disposition.

The Employer has acknowledged its responsibility by establishing a system of complaint and disciplinary procedures which not only shall subject the employee to corrective action when improper action is evident, but also shall provide procedural protection to all employees throughout all steps of this process.

It is the purpose of these procedures to provide a prompt, just, and open disposition of complaints regarding the conduct of employees of the Des Moines Police Department. To this end, the Employer welcomes constructive and valid criticism of Employer procedures and complaints against its employees from concerned citizens of the community and from employees.

When an internal investigation is being initiated regarding an employee, for an act that could lead to punitive action, including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer, for purpose of punishment, and because of such investigation he/ she is being interrogated, such interrogation shall be conducted under the following terms and conditions:

- A. An internal investigation is defined as a formal inquiry into an allegation that an employee or employees violated a law or a department policy or regulation that is supported by reasonable cause to believe the violation may have occurred as alleged. Preliminary investigations which are conducted to determine if reasonable cause exists to conduct an internal investigation, informal discussions regarding work performance, and meetings to discuss performance evaluations and Personal Action Forms are not internal investigations and not the subject of this Article. Nothing in this Article or agreement prohibits an employee from invoking his or her right to have a representative present during a preliminary investigation, discussion, or meeting if the employee reasonably believes disciplinary action might result.
- B. All internal investigation interrogations shall be at a reasonable hour. Seventy- two (72) hours or three (3) business days, not to include weekends, before any interview commences, the employee under investigation and the Guild shall be informed in writing of the nature of the investigation and the person in charge of the investigation, and will be allowed to bring an attorney or Guild Representative to represent him/her in the matter when the investigation may involve any discipline up to and/ or including termination of the employee. The written investigative notice shall provide sufficient detail to reasonably apprise the employee of the factual nature of the accusation.
- C. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions that are the subject of the investigation. If additional information is developed on a subject not related to the initial charge(s), questioning may not commence on the additional information, and the employee and Guild shall be notified of additional charges in writing.
- D. The length of time of the interrogation shall be reasonable, and the employee being interrogated shall have the right to attend to his/her own personal physical necessities.
- E. If prior to or during an internal investigation interrogation of an employee it is determined he/ she may be charged with a criminal offense, he/ she shall immediately be informed of his/her constitutional rights.
- F. If the investigation may lead to criminal charges, the Employer shall inform the employee if he/ she is being ordered to answer questions and his/her rights under the Garrity court decision.
- G. Disciplinary actions may include, but not limited to, the following: verbal warning, written reprimand or written letters of warning, loss of accrued vacation days, suspension, demotion, or discharge. Discipline shall generally be progressive in nature except where the offense warrants higher levels of discipline.
- H. No employee shall be required to take a polygraph test and no adverse comment may be included in his/her personnel file or disciplinary hearing for his/her declining to take such polygraph test (RCW 49.44.120).
- I. Lockers or other space assigned to an employee is considered public property and may be inspected without consent, provided the employee or guild representative has a right to be present.
- J. The employee shall not be subjected to profane language, nor shall the employee be threatened with dismissal or other disciplinary punishment as a guise to obtain the resignation of the employee. The Chief of Police will endeavor to impose discipline in a manner that is least likely to embarrass the employee.

K. Investigation Timeline.

If an employee is facing discipline due to an internal investigation, the following shall govern the timeliness of the investigation:

1. Internal Investigations shall be completed within ninety (90) calendar days, subject to the provisions of paragraph 2, 3, and 4 below. In the event the internal investigation has not been completed within ninety (90) days, and no notice of extension has been provided to the Guild and employee, a grievance may be filed. In the event exigent circumstances such as an Emergency Declaration is declared by the City Manager or Governor, timelines relating to internal investigations will stop until the emergency no longer exists.
2. The Employer shall notify the employee and the Guild by way of Statement of Charges at the start of the internal investigation and upon completion of an internal investigation with a Memorandum of Finding, or a Loudermill process.
3. Internal Investigations may be extended due to determined, exigent circumstances beyond the control of the Employer or Guild. Such circumstances shall include the following: complexity of the investigation, (b) pre-scheduled, extended leave (including extended annual leave or mandatory training) or unexpected illness of personnel integral to the investigation, (c) unavailability of witnesses after reasonable efforts to locate, (d) undue delays in transcription of interview recordings, (e) delays caused by the Guild or its representatives, (f) the Chief of Police may request an extension to review completed investigation files or (g) emergencies.
4. Investigations covered by this paragraph may also be extended if the Chief of Police requests specific, additional investigation. An extension on this basis shall require the notification in paragraph 4 below and shall be only for such time necessary to complete the additional investigation but no more than thirty (30) additional days at a time without additional notification. If the reason for the additional time stated in the extension request does not fall under paragraph three (3) above, the extension must be agreed upon by the Employer and the Guild.
5. The Employer shall notify the employee being investigated and the Guild of any extension. The notification shall include the following information: (a) when the Employer anticipates completing the investigation, and (b) explanation of the reason for the extension. If the investigation is not completed on the anticipated completion date the notification shall be repeated. An extension on this basis shall be only for such time necessary to complete the additional investigation but no more than thirty (30) additional days at a time without additional notification.
6. The Employer's obligation to limit extensions of investigations under paragraph 3 shall be subject to the grievance procedure in Article 16, to include arbitration.
7. In the event an internal investigation has identified possible criminal conduct the internal investigation may be suspended pending the outcome of the criminal investigation and judicial process. This will stop all time clocks as relating to internal investigations.
8. Investigations shall be deemed completed when the employee is advised of the Employer's memorandum of findings, pre-discipline process begins (Loudermill) or in the event the investigation has determined the allegations are not sustained and a final review is completed by the Chief of Police.
9. At the conclusion of the investigation and no later than (3) business days, (not to include weekends) prior to a pre-disciplinary process, the employee and the Guild shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions). The employee and the guild shall be provided with a copy of the complete investigatory file no less than (3) business days, not to include weekends, prior to the pre-disciplinary process, for the employee to prepare a response at the disposition hearing.

10. Complaints not meeting the severity of internal investigations will be investigated. Investigations arising out of these complaints shall be completed within thirty (30) calendar days and subject to the provisions of paragraph 3, and 4 above in the event the investigation requires additional time for completion. If the investigation is not completed within forty five (45) calendars days, and subject to the provisions of paragraph 3, and 4 above no discipline shall be discharged. The original complaint and all the attendant documentation shall be removed from the employee's disciplinary and personnel records. The affected employee and the Guild shall be notified in writing of the findings of these investigations within 7 business days, not including weekends, of the completion of the investigation.

L. Psychological or Medical Evaluations.

When there is reasonable suspicion to believe an employee is psychologically and/ or medically unfit to perform his/her duties, the Employer may require the employee to undergo a psychological and/ or medical examination. Any relevant medical and/ or psychological history of an employee the examining doctor requests shall be released by the employee only to the examining doctor. The doctor shall provide a written report to the City and the employee. The doctor's report shall only identify if the employee is fit for duty, needs in modifying work conditions and what modifications are recommended and the extent or duration of the modification(s). The doctor will keep all information made available to him/her confidential, following HIPAA privacy rules

As used in the above paragraph, "doctor" refers to a physician, psychologist or psychiatrist.

The Guild/Employee shall have an opportunity at its expense, to discuss with the Employer's examining professional their conclusion and reasons therefore. If the Employee believes that the conclusions of the examining professional are in error, they may obtain an additional examination at their own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional. In the event, the Employee and/ or Guild seek to contest the conclusion of the first examining professional, the Employee's report shall be in writing and shall be available to the Employer.

The report shall be kept as confidential medical information and any use outside of the accommodation or fit for duty process shall be subject to a written medical release by the Employee. The Employee shall authorize the second examining professional to respond to reasonable questions clarifying the opinion, at the Employer's expense. Nothing herein prohibits the examining professionals from making safety disclosures required by law.

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

Should an Employee Grieve a demotion, discharge or other action subject to the Grievance process, taken as a result of an examination, the Employer and Employee shall allow release of all examinations and supporting documents upon which it will rely in the proceedings, and all other prior examinations of the Employee determined to be relevant by the Arbitrator after a confidential review.

M. Personnel Records.

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

2. The Employer will promptly notify an employee upon receipt of a public disclosure request for information in the employee's personnel file. The Employer will also provide at least (3) business days, not to include weekends, notice before releasing any requested documents. The Employer will allow the employee and the Guild the fullest possible opportunity to legally object to unwarranted disclosures.
3. Each employee's personnel files shall be open for review by the employee, provided employees shall not have the right to review polygraph, medical, psychological evaluations or supervisor's notes prepared for the purpose of tracking an employee's performance or preparing employee evaluations. The Employer shall not maintain any other personnel file exempt from an employee's review, other than those previously identified in this section.
4. Employees may request removal of certain documents pertaining to disciplinary actions from their official City personnel files. Employees must direct such requests in writing to the Chief of Police. Employees may only request removal of documents and table of content pages with reference to the specific disciplinary action(s) pertaining to suspensions of less than forty (40) hours, written reprimands, and memos of concern, provided the disciplinary action occurred at least five (5) years previous to the request and same or similar incidents have not occurred for at least five (5) years from the request. If the request meets the above criteria, the Chief of Police shall have the documents removed from the requesting employee's official City personnel file.

N. **Officer involved Critical Incidents.**

1. **Statement of Purpose.** The parties recognize adequate training is critical for preventing unnecessary use of force and for minimizing the impact on an employee who is involved in a critical incident.
2. The Employer recognizes its obligation to provide adequate training in this area, including the reactions of employees in critical instances and in dealing with problems that result after being involved in such an incident.
3. Any time a critical incident occurs the following will apply:
 - a. Upon arrival at a scene where use of a firearm has taken place, representatives of the Employer shall only request from the employee Public Safety Information needed to secure the scene and identify and apprehend any perpetrators of the crime who may be at large. The Employer will not question the employee(s) except to acquire the above information.
 - b. The employee involved in a critical incident will be given reasonable accommodations to have contact with any persons allowed under RCW 5.60.060 (spouse, clergy, peer support, etc.)
 - c. The case investigation will be made available to the Guild or its attorney, upon request when completed and available to the department.
 - d. The Employer must preserve a chain of custody for the weapon or weapons utilized in an incident and the employee may be immediately issued a replacement weapon or weapons (department issued weapons only) unless circumstances as determined by Command Staff deem it inappropriate to do so.
 - e. If there are multiple investigators assigned because concurrent investigations are underway, the investigators will coordinate so one investigator will be primarily responsible for the interview. All attempts will be made to minimize the need for successive interviews.
 - f. During the interview of the employee relating to a critical incident, the employee will be given reasonable breaks and periods to prepare for the interview, and be given the right to consult with legal counsel and / or guild representation prior to and during the interview upon request. If

requested, the interview may be postponed until the employee has been able to seek professional counseling before the interview takes place.

- g. If the incident is captured on video, the employee will be allowed to review the video prior to any statement being made unless the investigation has determined possible criminal culpability by the involved employee.
 - h. At the option of the Employer (considering input from the affected employee and/or Guild Representative), the employee shall be placed on administrative duty or administrative leave. Employees placed on either of these two leaves will revert to a weekly (Monday through Friday) dayshift work schedule for interview and administrative availability.
 - i. While on administrative assignment, the employee will be allowed access to the employee's choice of counselors or doctors without loss of pay or benefits to the employee for a reasonable period determined by the employer and under medical coverage plan options.
 - j. When either the employee or the Employer believes the employee should return to the employee's regular assignment, at the Employer's option, the employee shall provide documentation from his/her counselor or doctor indicating the employee is fit to return to his/her regular duties or to modified duties. The Employer at its option may request (at their expense) an independent examination of fitness for duty.
 - k. After returning to duty, the employee will be encouraged and allowed full access to counselors without loss of pay or benefits to the employee while participating in a Department/ City approved program.
 - l. The Guild President, or his designee, will be advised as soon as possible of any change(s) or deviation from the Officer Involved Shooting (310) policy is made by the Chief of Police or his designee.
- O. **Officer/Employee Legal Representation.** The City agrees to provide a legal defense for an Employee in defense of criminal charges brought pursuant to CrRLJ 2.1(c) against the Officer for acts and/ or omissions occurring while the Officer was acting in good faith in the performance or purported failure to perform his/her official duties. If a prosecutor files criminal charges as a result of the complaint being brought pursuant to CrRLJ 2.1(c), the City's obligation to provide a legal defense shall terminate immediately, except that the reimbursement provisions of 15.P. shall apply.
- P. **Reimbursement for Legal Representation.** If an Officer is prosecuted for acts and/ or omissions occurring while the Officer was acting in good faith in the performance or purported failure to perform his/her official duties, the City shall reimburse the Officer for legal defense, in an amount up to \$100,000, if the Officer is not convicted or does not suffer any other disposition of the criminal complaint that is adverse to him or her. (e.g. An acquittal due to a finding of not guilty by reason of insanity; a dismissal by reason of incompetency, pursuant to chapter 10.77 RCW; a dismissal entered after a period of probation, suspension, or deferral of sentence; or an Alford plea.)

ARTICLE 16. REDUCTION IN FORCE PROCEDURES

- 1. Layoff and recall shall be in accordance with established rules and regulations of the Des Moines Civil Service Commission with the following exceptions:
 - A. Seniority will be determined by the employees most recent hire date in the bargaining unit and/ or job classification. In the event of two or more employees with the same date of hire, seniority will be determined by the placement on the eligibility list.
 - B. In the event of layoff, employees will be laid off in the order of their reverse seniority with the lowest seniority employees being laid off first. Seniority for officers shall be defined as time in the bargaining unit. Seniority for sergeants shall be defined as time in the classification.

- C. At the time of any layoff, sergeants may be given an opportunity to accept a reduction to the next lower rank in lieu of layoff. Such employees shall have bumping rights over the employee in the next lower rank with a lesser amount of seniority within the bargaining unit.
 - D. Employees laid off or demoted in lieu of layoff shall be placed on a reinstatement list for the classification from which the layoff/ demotion took place.
 - E. Members who are demoted in lieu of layoff shall remain on the reinstatement list indefinitely. These members will be reinstated to their previous promotional positions in opposite order of their demotion as positions become available. Once all members have been restored to their previous rank, the department may then proceed with routine testing for future promotions.
 - F. Members who are laid off shall remain on the reinstatement list for a maximum of twenty-four (24) Months. Laid off employees who are offered reinstatement will receive a conditional offer of reinstatement, provided they are qualified for the position. Members who refuse a conditional offer of reinstatement will be removed from the reinstatement list and not have a right to the next available position.
 - G. An individual will lose rights to reinstatement and/ or be removed from the reinstatement list if he commits an act that would be cause for termination of employment or if he loses his/her commission as a general authority law enforcement officer.
 - H. Appointments from the reinstatement list shall be made in reverse order of the layoff. The employee on the reinstatement list who has the most seniority shall be reinstated first.
2. Employees with the potential of being laid off or demoted will be given at least ninety (90) days' notice prior to the layoff/ demotion.

ARTICLE 17. GRIEVANCE PROCEDURE

Section 1. Intent

It is the desire of the City, its management, Guild and its members to resolve grievances that may arise during the term of this Agreement informally and at the lowest level possible. A "grievance" means a claim or dispute by an employee (or the Guild in the case of Guild rights) with respect to the interpretation or application of an express provision of this agreement. Except as provided in Section 4 of this Article, disciplinary actions are not subject to the grievance procedure beyond Step 2. Any step in the grievance process may be skipped upon mutual written agreement of both the Guild and the City.

Section 2. Procedure

- Step 1. An Employee must present a grievance in writing within twenty-one (21) calendar days of its alleged occurrence to a Commander. The written grievance shall include a statement of the issue, the section of the Agreement violated and the remedy sought. The Commander shall attempt to resolve it and respond in writing within seven (7) calendar days after it is presented. If the grievance is not pursued to the next level within fourteen (14) calendar days in writing from the date of the written response from the Commander, it shall be presumed resolved.
- Step 2. If the Employee is not satisfied with the solution by the Commander, the grievance, in writing, may be presented within fourteen (14) calendar days of the Commander's response to the Chief of Police by a Guild representative. The written grievance shall include a statement of the issue, a chronological listing of the pertinent events that took place, the section of the Agreement violated and the remedy sought. Such information shall be submitted on an official grievance form, which shall be provided by the Guild. The Chief of Police shall attempt to

resolve the grievance and respond in writing within fourteen (14) calendar days after it has been presented.

Step 3. If the Employee and/ or the Guild is not satisfied with the solution by the Chief of Police, the grievance may be presented within fourteen (14) calendar days to the City Manager. The City Manager shall attempt to resolve and respond in writing to the grievance within seven (7) calendar days after it is presented.

Step 4. If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Guild or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his or her staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/ or separately with the parties and gather such evidence as deemed necessary.
- c. The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/ she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- d. If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

Step 5. **Arbitration Procedure.** If the grievance is not settled in accordance with the foregoing procedures, the Guild or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendar days after completion of Step 3. If the request for arbitration is not filed by the Guild staff representative or the Employer within thirty (30) calendar days, the Guild or Employer waives its right to pursue the grievance through the arbitration procedure. The City and the Guild shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the City representative and the Guild representative shall have the right to strike four (4) names from the panel. The party striking the first name shall be determined by a flip of a coin. The other party shall then strike the next name and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Guild requesting that he/ she set a time and place subject to the availability of the City and the Guild representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/ she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Guild, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. Each party shall be responsible for compensating its own representatives and witnesses.

Section 3. Special Provisions.

- A. The cost of the arbitration shall be borne equally by the parties including the arbitrator's fees and expenses, room rental and cost of record. Each party shall bear the cost of the preparation and presentation of its own case.
- B. The term "Employee" as used in this article shall mean an individual employee, a group of employees, and/ or their Guild representative.
- C. An aggrieved party shall be granted time off without loss of pay for the purpose of attending a hearing on a grievance.
- D. A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- E. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.
- F. Any grievance shall be considered settled at the completion of any step if the Employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.
- G. Grievance claims involving retroactive compensation shall be limited to one hundred twenty (120) days prior to the written submission of the grievance.

Section 4. Discipline

Disciplinary actions at a level of suspension or greater may be processed through the grievance procedure established under this Article, provided that, in no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by Department Policy, City Ordinance or other applicable law.

An employee covered by this Agreement must -- upon initiating objections relating to disciplinary action at a level equal to a suspension of eight (8) hours of work or more, demotion or termination-use either the grievance procedure established under this Agreement or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate their objections(s) relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed with the Civil Service Commission.

The time period for filing a grievance regarding disciplinary action that is subject to appeal under this Agreement, as well as the standard of review, shall be the same as that provided in a disciplinary appeal that may be filed with the Civil Service Commission. A grievance regarding disciplinary action may only be filed by a signatory of this Agreement. Grievances regarding discipline shall proceed through steps 1 through 3, as appropriate, of the grievance process. In the event the grievance is not resolved at one of the first three steps, the Guild and the City agree that Step 4, Mediation, shall be skipped and the grievance shall proceed per the provisions of Step 5, Arbitration.

ARTICLE 18. INSURANCE PROTECTION

If an action or proceeding for damages is brought against an employee arising from acts or omissions made while acting or, in good faith purporting to act, within the scope of the employee's official duties, then the City will provide a defense of the action or proceeding for the employee and indemnify the employee from any damages arising from such an action or proceeding. This protection shall also apply for any claims or suits arising from an employee's authorized off duty employment within the city limits of Des Moines; provided such claim or suit results from acts or omissions made while acting or, in good faith purporting to act, within the scope of the employee's official duties as a Des Moines Police Officer. This shall not preclude the City from recovering losses, to the extent coverage is otherwise provided by the off duty Employer or his insurer. Indemnity and defense shall not be provided by the City for any dishonest, unlawful, fraudulent, criminal, or malicious act.

ARTICLE 19. OFF DUTY EMPLOYMENT

Off duty supplemental overtime pay is defined to address overtime worked by employees while off-duty (hereafter referred as "supplemental overtime"), which is funded and paid by external third parties. The City will document, process and record all such supplemental overtime. The City agrees to perform the scheduling, bookkeeping and reporting functions of such supplemental overtime for the City of Des Moines commissioned officers. The employees will hereafter be paid for such supplemental shifts through City payroll and be subject to all applicable payroll related taxes and benefits deductions.

- A. **City overtime** is defined as additional hours of work for City staffing purposes or additional staffing needed due to special events planned, organized and funded by the City of Des Moines.
- B. **Supplemental overtime** is defined as additional hours of work which are planned/organized, funded and paid by an independent third party (hereafter referred as "non-City related events"). These are generally events which are not funded or paid by the City. Examples of supplemental overtime include, but are not limited to, security for a private business, security for a private party/event, personal protection for a non-government official, or traffic control at construction sites.
- C. Any employee who has passed their new hire probationary period is eligible to work supplemental overtime.
- D. An employee's conduct while working supplemental overtime shall be considered on-duty conduct. Employees working supplemental overtime shall be subject to all policies, procedures, practices and standards of the City and the Des Moines Police Department, and shall be subject to all laws, rules, and regulations of the State of Washington and/or the Federal Government applicable to police work and law enforcement. Failure to abide by applicable laws, rules, regulations, policies, procedures, practices and standards may subject the officer to disciplinary action up to and including termination of employment. The officer will be afforded all applicable protections as provided by the collective bargaining agreement, Des Moines Civil Service rules and City and Department policies and procedures for conduct that arises while working supplemental overtime.
- E. No employee may work supplemental overtime while on State or City sick leave.
- F. The Chief retains the right to restrict officers from working supplemental overtime with cause (i.e. disciplinary action, documented performance concerns, paid administrative leave, etc.).
- G. Employees working or scheduled to work supplemental overtime may be redirected, at the discretion of the Chief, to cover City overtime, Des Moines Police Department functions and emergencies. City overtime shall be paid at the officers' regular overtime rate, as applicable, per the collective bargaining agreement.

- H. Supplemental overtime worked shall only be paid and shall not be eligible for compensatory time accrual.
- I. The minimum number of hours for each supplemental overtime shift/assignment shall be four (4) hours.
- J. Compensation for supplemental overtime is worked for and paid by an independent third party, and is therefore, exempt from Fair Labor Standards Act (FLSA) and Minimum Wage Act (MWA) overtime calculations. Supplemental overtime hours and pay shall not be included in the calculation of City overtime obligations.
- K. The supplemental overtime rate will be a flat base rate calculated annually on January 1 and will remain in effect until December 31st of the same year.
- L. The rate of pay shall be calculated as follows:
 - a. Take an average of all active officers (excluding Sergeants and Master Sergeants) hourly base pay rate, to include all premiums and employees' portion of all applicable payroll taxes (Medicare, Social Security replacement plan) and times it by one and one half (1-1/2) for an average hourly base pay rate.
 - b. Such supplemental overtime pay less applicable payroll taxes will be included in the employee's regular paycheck from the City. Applicable payroll taxes to be deducted from the employee's supplemental overtime earnings shall include the employee's portion of payroll taxes (i.e. Social Security replacement plan, Medicare, WA State LEOFF retirement, etc.).
 - c. The City shall report supplemental overtime earnings and deductions to the appropriate governmental agencies.
- M. The third party employer shall pay the City for all supplemental overtime hours worked at a mutually agreed upon contract rate. This contract rate shall include the employer's portion of applicable payroll taxes plus up to a ten (10%) percent administrative fee.
- N. If a supplemental overtime shift is canceled, the City agrees to make a reasonable effort to notify employees of such changes at least ten (10) hours prior to the start time of the supplemental overtime shift, provided the City has advance knowledge of such changes.
- O. This article does not apply to off-duty additional employment work with volunteer groups or if an employee wishes to take additional employment during off-duty hours. Time worked in off-duty additional employment, is not recognized as hours worked on duty or as off duty supplemental overtime pay as defined by this Article. An employee who wishes to take off-duty additional employment during off-duty hours must first submit a written request seeking approval to the Chief of Police and receive the Chief's approval before accepting the employment. In doing so, the employee will; (1) name the company and/or employer, (2) fully describe the nature of the work to be performed, (3) list hours of work, and (4) obtain from the company/employer an agreement in a form approved by the City that indemnifies, releases and holds the City harmless from any liability arising from the employee's discharge of his/her duties as an employee of the company/employer.

ARTICLE 20. RETIREE RIGHTS

Effective the first of the month after ratification of this agreement. An employee separating from service in good standing with five (5) or more years of service with the Des Moines Police Department, and who meets LEOFF eligibility requirements to receive retirement benefits will receive a retiree badge and commission card from their last duty assignment served.

An employee separating from service, in good standing with twenty (20) or more years of service as a

Commissioned and/ or Certified Police Officer, and the last five (5) or more years of service with Des Moines Police Department, and who meets meeting LEOFF eligibility requirements to receive retirement benefits will additionally receive their duty weapon at retirement.

The Chief of Police shall have the discretion to issue or deny department equipment to the retiree under certain and/ or exceptional circumstances.

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. SAVINGS CLAUSE

If any provision of the agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be held invalid and will remain in full force and effect.

ARTICLE 23. BENEFIT PLANS

- A. Medical, Dental, and Vision: Regular full-time employees and regular part-time employees budgeted for thirty (30) or more hours per week shall be eligible to participate in the City's health insurance plans. Premiums shall be paid by the City on behalf of all full-time employees and all part-time employees budgeted for thirty (30) or more hours per week according to the following schedule:
1. Guild members will participate in their choice of the following medical plans:
 - LEOFF Health and Welfare Trust Plan F
 - AWC Kaiser Permanente \$20 Copay Plan
 2. Effective January 1, 2019, through December 31, 2021, the City will pay one hundred percent (100%) of the premiums for the applicable medical plans listed in Sections 23.A.1.; and each employee, as a payroll deduction, shall reimburse the City for the following employee's premium share percentage: a minimum of five percent (5%) of the employee premium and a minimum of ten percent (10%) of the spouse and dependents' premiums, subject to Section 23 B. below.
 3. If an employee opts out of the City's medical plans entirely, the employee will receive their choice of cash or Section 457 deferred compensation payments in lieu of the medical benefits. Such payment will be equal to twenty-five percent (25%) of the City's savings, based on the LEOFF Trust Plan F medical premiums plus the HRA-VEBA contributions the City would have paid for the employee and any spouse and/ or dependents who are eligible for City medical coverage. To be eligible for such payments, the employee must provide proof of comprehensive group medical coverage through an employer or other entity that covers all individuals in a group. Individual medical insurance purchased on an individual or family basis does not qualify under this option.
 4. In 2019, 2020, and 2021, the City will provide a Health Reimbursement Arrangement Voluntary Benefit Arrangement (HRA-VEBA) with an annual City contribution of seven hundred and fifty dollars (\$750) for employee only or twelve hundred and fifty dollars (\$1250) for employee and one (1) or more dependents. For new hire employees, HRA-VEBA funding will be prorated based on the number of months covered for the remainder of the calendar year.

5. One-hundred percent (100%) of the premium for Washington Dental Service (WDS) Basic Plan F as provided by AWC.
 6. One-hundred percent (100%) of the premium for Orthodontia Option II as provided by AWC for all children required to be covered by dental plans at a level of one thousand ((\$1,000) dollars lifetime coverage.
 7. For those employees who enroll in Kaiser Permanente \$20 Copay Plan, one-hundred percent (100%) of the premium for the twenty-five (\$25) deductible Vision Service Plan (VSP) as provided by AWC. Vision coverage is included in the LEOFF Trust Plan F medical plan.
- B. **Medical Premium Increase.** The City shall cover any increases to health insurance premiums up to eight (8.0%) percent annually. The City and the employees shall equally split any increases above eight (8.0%) percent. If the health insurance premiums increase by more than eight (8.0%), the parties will meet and confer regarding alternative health insurance options.
- C. **401 Plan, Long Term Disability, SIB, AD&D and Life Insurance:**
In lieu of Social Security, all Employees are covered under a qualified 401(a) retirement plan administered by ICMA-RC. The City will continue to contribute an amount equal to 6.52% of the employee's wage, while the employee contributes an amount equivalent to the current employee Social Security deduction rate.

To qualify for this program Employees must be full-time or regular part-time and work a minimum of thirty (30) hours per week.

In lieu of Social Security disability and survivor benefits, the City covers all regular full-time employees and regular part-time employees budgeted for thirty (30) or more hours per week under the Long Term Disability (LTD) and Survivors Income Benefit (SIB) Plans. The City will continue to pay one hundred (100%) percent of premiums for the SIB program and employees shall pay one-hundred percent (100%) of the premium for the LTD program through payroll deduction on a post-tax basis, reimbursed by the City.

In addition to the LTD and SIB coverage, the City will provide for each Guild employee Term Life Insurance, with Accidental Death and Dismemberment (AD&D) coverage, in an amount equal to one and one-half times (Ph. x) each member's annual salary, excluding overtime but including educational pay. The City and Guild agree the City will be responsible for any future increased cost and will also retain any savings resulting from a decrease in the cost of the premium.

ARTICLE 24. COMPENSATION

- A. For **2019**, base wages shall increase by 3.25%
- B. For **2020**, base wages shall increase by 3.00 %.
- C. For **2021**, base wages shall increase by 3.00 %.
- D. **PTO Training Officers.** PTO training officers' incentive pay will be five (5%) percent. To qualify for the incentive pay, a training officer must have an active assigned trainee employee (lateral or entry level) a minimum of 24 hours per qualifying pay period or must have an active assigned trainee reserve officer a minimum of 12 hours per qualifying pay period. The Employer will not unreasonably create or alter work schedules for the purpose of preventing a PTO Training Officer from attaining the 24 hours in a single pay period. The Guild and its members will not unreasonably seek to alter or modify work schedules or assignments for the purpose of increasing the number of PTO Training Officers who will attain the 12 or 24 hours in a single pay period.

- E. **Educational Incentives.** Educational incentive pay will be paid to Employees with a qualifying AA or AS degree equal to 2.5% base pay, 4% for a BA or BS degree, and 5% for an MA, MS, MPA; or JD. Qualifying degrees are Police Science, Political Science, Sociology, Psychology, Community Service, Business Administration, Criminology, Law, Criminal Justice, Public Administration, and any other degrees approved by the Chief of Police. Employees currently earning educational incentives for degrees other than those listed will continue to receive such pay and the increases itemized in this Agreement.

- F. **Military Paid Leave of Absence.** An employee who is a member of the reserves or any branch of the uniformed service, who is ordered to involuntary active duty by the United States government, thus requiring a leave of absence from his or her City position, and who has exhausted annual military leave as provided by RCW 38.40.060 will be granted a paid leave of absence from their City position at their regular base rate of pay including educational incentive pay less the amount of military pay to which they are entitled.

ARTICLE 25. TERM OF AGREEMENT

Changes to Article 24. Compensation will become effective January 1, 2019. The remainder of this Agreement shall become effective immediately upon the signing of this document. This agreement shall remain in full force and effect through December 31, 2021.

Approved this _____ day of _____, 2019.

Michael Matthias,
City Manager

Justin Cripe, President
Des Moines Police Guild

APPENDIX A								
2019 DES MOINES POLICE GUILD PAY SCHEDULE			A	B	C	D	E	F
ANIMAL CONTROL COMMUNITY SERVICE	P16	Annual	\$ 52,464	\$ 55,092	\$ 57,852	\$ 60,744	\$ 63,780	
		Monthly	\$ 4,372	\$ 4,591	\$ 4,821	\$ 5,062	\$ 5,315	
		Hourly	\$ 25.22	\$ 26.49	\$ 27.81	\$ 29.20	\$ 30.66	
CSO/CODE ENFORCEMENT OFFICER MASTER ANIMAL CONTROL I POLICE OFFICER I	P20	Annual	\$ 61,356	\$ 64,428	\$ 67,644	\$ 71,028	\$ 74,580	\$ 76,068
		Monthly	\$ 5,113	\$ 5,369	\$ 5,637	\$ 5,919	\$ 6,215	\$ 6,339
		Hourly	\$ 29.50	\$ 30.98	\$ 32.52	\$ 34.15	\$ 35.86	\$ 36.57
MASTER ANIMAL CONTROL II	P21	Annual			\$ 70,368	\$ 73,884	\$ 77,580	
		Monthly			\$ 5,864	\$ 6,157	\$ 6,465	
		Hourly			\$ 33.83	\$ 35.52	\$ 37.30	
POLICE OFFICER II	P22	Annual			\$ 76,116	\$ 79,920	\$ 83,916	
		Monthly			\$ 6,343	\$ 6,660	\$ 6,993	
		Hourly			\$ 36.59	\$ 38.42	\$ 40.34	
MASTER POLICE OFFICER I	P25	Annual			\$ 85,632	\$ 89,916	\$ 94,416	\$ 96,300
		Monthly			\$ 7,136	\$ 7,493	\$ 7,868	\$ 8,025
		Hourly			\$ 41.17	\$ 43.23	\$ 45.39	\$ 46.30
MPO II	P26	Annual		\$ 84,816	\$ 89,052	\$ 93,504	\$ 98,184	\$ 100,152
		Monthly		\$ 7,068	\$ 7,421	\$ 7,792	\$ 8,182	\$ 8,346
		Hourly		\$ 40.78	\$ 42.81	\$ 44.95	\$ 47.20	\$ 48.15
MPO III	P27	Annual		\$ 88,200	\$ 92,616	\$ 97,248	\$ 102,108	
		Monthly		\$ 7,350	\$ 7,718	\$ 8,104	\$ 8,509	
		Hourly		\$ 42.40	\$ 44.53	\$ 46.75	\$ 49.09	
SERGEANT	P28	Annual	\$ 87,372	\$ 91,740	\$ 96,324	\$ 101,136	\$ 106,188	
		Monthly	\$ 7,281	\$ 7,645	\$ 8,027	\$ 8,428	\$ 8,849	
		Hourly	\$ 42.01	\$ 44.11	\$ 46.31	\$ 48.62	\$ 51.05	
SERGEANT	P29	Annual			\$ 100,176	\$ 105,180	\$ 110,436	
		Monthly			\$ 8,348	\$ 8,765	\$ 9,203	
		Hourly			\$ 48.16	\$ 50.57	\$ 53.09	
MASTER SERGEANT I	P30	Annual			\$ 104,172	\$ 109,380	\$ 114,852	\$ 117,144
		Monthly			\$ 8,681	\$ 9,115	\$ 9,571	\$ 9,762
		Hourly			\$ 50.08	\$ 52.59	\$ 55.22	\$ 56.32

APPENDIX A								
2020 DES MOINES POLICE GUILD PAY SCHEDULE			A	B	C	D	E	F
ANIMAL CONTROL COMMUNITY SERVICE	Annual	\$ 54,060	\$ 56,760	\$ 59,604	\$ 62,580	\$ 65,712		
	Monthly	\$ 4,505	\$ 4,730	\$ 4,967	\$ 5,215	\$ 5,476		
	Hourly	\$ 25.99	\$ 27.29	\$ 28.66	\$ 30.09	\$ 31.59		
CSO/CODE ENFORCEMENT OFFICER MASTER ANIMAL CONTROL I POLICE OFFICER I	Annual	\$ 63,228	\$ 66,384	\$ 69,708	\$ 73,188	\$ 76,848	\$ 78,384	
	Monthly	\$ 5,269	\$ 5,532	\$ 5,809	\$ 6,099	\$ 6,404	\$ 6,532	
	Hourly	\$ 30.40	\$ 31.92	\$ 33.51	\$ 35.19	\$ 36.95	\$ 37.68	
MASTER ANIMAL CONTROL II	Annual			\$ 72,528	\$ 76,152	\$ 79,956		
	Monthly			\$ 6,044	\$ 6,346	\$ 6,663		
	Hourly			\$ 34.87	\$ 36.61	\$ 38.44		
POLICE OFFICER II	Annual			\$ 78,456	\$ 82,380	\$ 86,496		
	Monthly			\$ 6,538	\$ 6,865	\$ 7,208		
	Hourly			\$ 37.72	\$ 39.61	\$ 41.58		
MASTER POLICE OFFICER I	Annual			\$ 88,260	\$ 92,676	\$ 97,308	\$ 99,252	
	Monthly			\$ 7,355	\$ 7,723	\$ 8,109	\$ 8,271	
	Hourly			\$ 42.43	\$ 44.56	\$ 46.78	\$ 47.72	
MPO II	Annual		\$ 87,420	\$ 91,788	\$ 96,372	\$ 101,196	\$ 103,224	
	Monthly		\$ 7,285	\$ 7,649	\$ 8,031	\$ 8,433	\$ 8,602	
	Hourly		\$ 42.03	\$ 44.13	\$ 46.33	\$ 48.65	\$ 49.63	
MPO III	Annual		\$ 90,900	\$ 95,448	\$ 100,224	\$ 105,240		
	Monthly		\$ 7,575	\$ 7,954	\$ 8,352	\$ 8,770		
	Hourly		\$ 43.70	\$ 45.89	\$ 48.18	\$ 50.60		
SERGEANT	Annual	\$ 90,048	\$ 94,548	\$ 99,276	\$ 104,244	\$ 109,452		
	Monthly	\$ 7,504	\$ 7,879	\$ 8,273	\$ 8,687	\$ 9,121		
	Hourly	\$ 43.29	\$ 45.46	\$ 47.73	\$ 50.12	\$ 52.62		
SERGEANT	Annual			\$ 103,236	\$ 108,396	\$ 113,820		
	Monthly			\$ 8,603	\$ 9,033	\$ 9,485		
	Hourly			\$ 49.63	\$ 52.11	\$ 54.72		
MASTER SERGEANT I	Annual			\$ 107,364	\$ 112,728	\$ 118,368	\$ 120,732	
	Monthly			\$ 8,947	\$ 9,394	\$ 9,864	\$ 10,061	
	Hourly			\$ 51.62	\$ 54.20	\$ 56.91	\$ 58.04	

APPENDIX A								
2021 DES MOINES POLICE GUILD PAY SCHEDULE			A	B	C	D	E	F
ANIMAL CONTROL COMMUNITY SERVICE	Annual	\$ 55,680	\$ 58,464	\$ 61,392	\$ 64,464	\$ 67,692		
	Monthly	\$ 4,640	\$ 4,872	\$ 5,116	\$ 5,372	\$ 5,641		
	Hourly	\$ 26.77	\$ 28.11	\$ 29.52	\$ 30.99	\$ 32.54		
CSO/CODE ENFORCEMENT OFFICER MASTER ANIMAL CONTROL I POLICE OFFICER I	Annual	\$ 65,124	\$ 68,376	\$ 71,796	\$ 75,384	\$ 79,152	\$ 80,736	
	Monthly	\$ 5,427	\$ 5,698	\$ 5,983	\$ 6,282	\$ 6,596	\$ 6,728	
	Hourly	\$ 31.31	\$ 32.87	\$ 34.52	\$ 36.24	\$ 38.05	\$ 38.82	
MASTER ANIMAL CONTROL II	Annual			\$ 74,688	\$ 78,420	\$ 82,344		
	Monthly			\$ 6,224	\$ 6,535	\$ 6,862		
	Hourly			\$ 35.91	\$ 37.70	\$ 39.59		
POLICE OFFICER II	Annual			\$ 80,808	\$ 84,852	\$ 89,100		
	Monthly			\$ 6,734	\$ 7,071	\$ 7,425		
	Hourly			\$ 38.85	\$ 40.79	\$ 42.84		
MASTER POLICE OFFICER I	Annual			\$ 90,900	\$ 95,448	\$ 100,224	\$ 102,228	
	Monthly			\$ 7,575	\$ 7,954	\$ 8,352	\$ 8,519	
	Hourly			\$ 43.70	\$ 45.89	\$ 48.18	\$ 49.15	
MPO II	Annual		\$ 90,036	\$ 94,536	\$ 99,264	\$ 104,232	\$ 106,320	
	Monthly		\$ 7,503	\$ 7,878	\$ 8,272	\$ 8,686	\$ 8,860	
	Hourly		\$ 43.29	\$ 45.45	\$ 47.72	\$ 50.11	\$ 51.12	
MPO III	Annual		\$ 93,636	\$ 98,316	\$ 103,236	\$ 108,396		
	Monthly		\$ 7,803	\$ 8,193	\$ 8,603	\$ 9,033		
	Hourly		\$ 45.02	\$ 47.27	\$ 49.63	\$ 52.11		
SERGEANT	Annual	\$ 92,748	\$ 97,380	\$ 102,252	\$ 107,364	\$ 112,728		
	Monthly	\$ 7,729	\$ 8,115	\$ 8,521	\$ 8,947	\$ 9,394		
	Hourly	\$ 44.59	\$ 46.82	\$ 49.16	\$ 51.62	\$ 54.20		
SERGEANT	Annual			\$ 106,344	\$ 111,660	\$ 117,240		
	Monthly			\$ 8,862	\$ 9,305	\$ 9,770		
	Hourly			\$ 51.13	\$ 53.68	\$ 56.37		
MASTER SERGEANT I	Annual			\$ 110,592	\$ 116,124	\$ 121,932	\$ 124,368	
	Monthly			\$ 9,216	\$ 9,677	\$ 10,161	\$ 10,364	
	Hourly			\$ 53.17	\$ 55.83	\$ 58.62	\$ 59.79	

APPENDIX B
PAY STEP PLACEMENT

- 1) Police Officer **Recruit** shall start at Range 20B.
- 2) Police Officer **Recruit** shall then progress to Range 20C after successful completion of training phases 1 and 2 (PTO).
- 3) Police Officer **Recruit** may progress to 200 after one year satisfactory performance at Range 20C.
- 4) **Lateral** Entry Officers who start at P20B move to P22C after one-year satisfactory performance.
- 5) **Lateral** Officers who start at P20C move to P22D after one-year satisfactory performance.
- 6) **Lateral** Officers who start at P20D or E move to P22E after one year satisfactory performance.
- 7) Step F for **Master Police Officer I**, the 2 % increase is after 7 years total LE with 3 years FTE with DMPD.
- 8) Step F for **Master Police Officer II**, the increase is after 11 years total LE with 5 years FTE with DMPD.
- 9) P27E Step for **Master Police Officer III**, the increase is after 13 years total LE with 7 years FTE with DMPD.
- 10) Step F for **Master Community Service Officer I**, the 2% increase is after 7 years FTE with DMPD.
- 11) Step F for **Master Animal Control Officer I**, the increase is after 7 years FTE with DMPD.
- 12) Step F for **Master Sergeant I**, the increase is after 1.5 years at E s t e p .

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Highline College Urban Agriculture
Presentation

ATTACHMENTS:

1. Letter from Highline College

FOR AGENDA OF: May 23, 2019

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: May 15, 2019

CLEARANCES:

- Community Development *SME*
- Marina _____
- Parks, Recreation & Senior Services *SME*
- Public Works *FBC*

CHIEF OPERATIONS OFFICER: *DSS*

- Legal *NG*
- Finance _____
- Courts _____
- Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to update the City Council related to Highline College’s Urban Agriculture Program and the partnership with the City of Des Moines to utilize available park land, and seek further direction from the City Council.

Suggested Motion

Motion 1: “I move to direct staff to bring forward to City Council for approval an agreement with Highline College for use of appropriate park areas for urban agriculture, to include public benefits negotiated with the College.”

Background

In 2017, the City supported the College's grant application from the King Conservation District. Highline College and the City of Des Moines have been working together over the past year to explore a partnership related to increasing urban agriculture within the City. Currently, the City and Highline College have an agreement related to using Sonju Park for urban agriculture. The College has asked to explore other available areas, including expanding area at Sonju, and utilizing Parkside Park and Mary Gay Park to facilitate the mission of the program. Key objectives of the program include:

- Bring 4-6 acres of land into active production (grant requirement)
- Educate and develop sustainable farmers
- Improve local food security
- Provide opportunities for entrepreneurship and healthy living
- Create spaces that welcome the broader Des Moines Community to learn about sustainability, self-sustenance, entrepreneurship and healthy living.

Key considerations for the Council include:

- Use of public land for market garden farming that involves sale of produce.
- Environmental considerations.
- Public benefits.

Discussion

The Municipal Facilities and Environment Council Committees were briefed on the project, on January 24 and February 21, 2019 respectively.

Areas available for urban agriculture on all of the park properties are limited by the presence of wetlands and streams. In order to determine appropriate areas outside of critical areas and buffers, the City's environmental consultant, Grette Associates LLC, completed wetland and stream delineations for Parkside Wetlands and Mary Gay Park. The results of this study indicate that there is very little area (~.15 acre) available at Parkside, and about .25 of an acre is available at Mary Gay Park.

An additional critical areas study is underway for Sonju Park. There is likely a small amount of additional area available at Sonju Park with the location dependent upon the results of the critical areas study in process.

The King Conservation District grant obtained by the College does not allow for lease payments for use of the park land. However, Highline College has indicated that they intend to provide public benefits such as maintenance of the areas utilized, donation of excess produce to the food bank, and public educational materials and events, in exchange for the use of the land.

Staff will give a presentation and representatives of the College will be in attendance to provide additional information and answer questions.

Financial Impact

There would be no financial impact unless the Council determines that monetary compensation is required from Highline College.

Recommendation

Administration recommends that the council direct staff to negotiate and bring forward to the City Council for approval an agreement with Highline College for use of appropriate park areas for urban agriculture. The proposed agreement would include a number of public benefits in return for use of the land.

Dear City of Des Moines Administrative Staff,

I am writing this letter to provide further information regarding to Highline College's intent for the use of land at Sonju Park, Parkside Wetlands, and Mary Gay Park. We are very grateful for the opportunity that we've had to improve and expand Sonju Park in partnership with the city, and we look forward to our next project in the community. Our end goal of these endeavors is to not only improve the learning experience for our students, but also create spaces that welcome the entire Des Moines community to learn about sustainability, self-sustenance, entrepreneurship, and a healthy lifestyle.

Our Program

The Urban Agriculture Program at Highline College is a collection of 12 courses that provides the scientific knowledge and hands-on experience for our students to be successful as sustainable farmers. Our program teaches a combination of regenerative, market garden, and organic farming techniques, to train a new generation of sustainable farmers; which includes being economically, socially, and environmentally sustainable.

A keystone principal of our program is soil health. Mismanaged farm soils can be a detriment to the environment, causing floods, erosion, water pollution, and atmospheric carbon release. However, when soils are managed properly they can be an equally powerful tool to heal the environment.

Regenerative soil building techniques improve soil structure, capture and safely store atmospheric carbon, prevent erosion, enhance water penetration and percolation, increase biodiversity, prevent and even remove pollutants from water, reduce crop disease, and provide a safe and consistent crop nutrient source. In many cases, these regenerative soil building techniques can even improve soil health beyond the condition of their natural undisturbed state.

Our market garden farming techniques focus on efficiency, profitability, low start-up costs, and high production per square foot. These techniques are the tools that make it possible for farmers to make a decent living on just 2 acres of land; with some farmers making more than \$100,000 of profit per year.

The organic farming techniques taught in our program focus on the science of the interactions that occur on a healthy organic farm. These relationships include the interactions between organic matter, soil structure, and soil life. When managed properly, these interactions in an eliminated need for synthetic fertilizers. Relationships between biodiversity, beneficial insect populations, and integrated pest management techniques are another example; which, when managed properly result in an eliminated need for synthetic pesticides. Without understanding the cause and effect relationships that occur on every farm, it is nearly impossible to be considered sustainable.

Our Growing Needs

Our program currently produces 1/10th of an acre of annual vegetables in our campus garden, 14 fruit trees growing in various parts of the campus (6 in large containers, 8 in a small orchard at the bottom of campus). As a result of our partnership with the city this past summer, we developed an additional 1/8 acre of farmland at Sonju Park. This property serves as an excellent demonstration site for our

program's farming techniques, as well as provides a modest amount of land for use as student incubator plots. Additionally, it has dramatically improved the appearance of the park and created a more welcoming atmosphere. We have only experienced one challenge with Sonju Park, and that is that it doesn't quite reach our grant goals of developing 4 acres by the end of 2019.

Community Partnerships

Of this projected 4 acres, two acres would *preferably* be used by our program as a fully functioning market garden, while the other two acres would be shared by four other South King County food-based community organizations that are also in great need of land. These include: Elk Run (food bank) Farm, Des Moines Area Food Bank, Food Innovation Network (FIN), and The International Rescue Committee (IRC). These community organizations have been long-time partners of the college, and their activities on city property would be entirely supervised by our program.

Use of Land

The *ideal* use of land for our program's share of two acres would be to use a portion of this space to generate an income to sustain our program into the future, while the other portion would serve as incubator plots for students in the program. These incubator plots would provide an invaluable opportunity for hands-on experience that the farming industry requires.

City Land Policies

Depending on the city's approval, we also hope that our students will be able to grow, harvest, and sell their crops to local markets to generate an income, or as a way to earn scholarship dollars through our program. This was a successful learning style practiced by Seattle Tilth's Farmworks program up until last year, when funds were cut and the program was disbanded.

We are aware that generating income from public land can be a challenging circumstance to navigate, but we have worked with a representative from King Conservation District in the past, that had agreed to help us with this process when we were ready. Her previous project involved working with the City of Seattle to allow farmers at Marra Farm to grow and sell on city owned property. The City of Seattle decided to allow this on the count that most of the farmers were underserved populations and the income was considered supplemental. This is also the case for many of the students in our program.

Benefit to the Environment

It has recently come to our attention that nearly half of the Parkside Wetlands and Mary Gay Park properties are considered environmental buffer areas. Having worked at the Snohomish Conservation District as a Soil and Water Resource Assistant, I am well-aware of the importance of these environmental buffers. However, these buffers were originally created to mitigate the harmful effects of conventional farming, which all too commonly damages the soil, uses quick-release mobile nutrients in excess, and destroys biodiversity. In comparison to our program's farming methods, conventional farming methods might as well be akin to nuclear run-off in terms of environmental impact.

Our program's sustainable farming techniques have been tediously developed to improve the environment, not harm it. The greatest concerns within environmental buffers are, nutrient leaching, erosion, water contamination, and habitat destruction. Our farming techniques are complex in the way that they work in unison with the environment, but I've provided a few examples below:

Minimum tillage –Tillage is often a major environmental concern because of the dramatically increased erosion risk. However, we only till our soil once on properties that are not currently in production, to improve the soils for the future. Tilling can provide some initial benefits to the environment because it breaks soil compaction to allow water to flow through the soil more effectively, instead of across the surface as run-off. Soils are naturally an excellent filter for pollutants and nutrients but are only useful without compaction. After the initial tillage, we form permanent raised beds to switch over to a minimum tillage farming method. We then cover the entire tilled area with silage tarp, to kill off any weed seeds that are dormant in the soil, and to protect the newly tilled soil from eroding in any way. After the first season, the soil will have created its own healthy soil structure, providing many benefits to the farm; one of which, being a low erosion risk.

Permanent raised beds- are formed by tilling the soil once during the very first cultivation. Each season thereafter, a broad fork hand tool is used to break soil subsurface compaction and increase aerobic microbial life in the soil. A power harrow is then used to gently mix in organic compost to the top 1-inch of the soil surface.

Certified organic compost- is created using only 100% natural ingredients and is certified by the USDA. Organic compost provides a slow-release and steady nutrient source for crops, which makes it safe to use in practically any environment. It's also an excellent food source for microbial life, which then serves as a food source for the rest of the food chain, with an end result of increased biodiversity and a stronger ecosystem. Organic compost is also cooked to temperatures reaching 170° F before arriving to the farm, which is not only hot enough to cook hamburger meat, but also hot enough to kill nearly any pathogen that could pose a risk to human or environmental health.

Cover crops- cover crops provide a variety of benefits which include, reduced erosion, nutrient production, and nutrient capture. Cover crops are used on our properties whenever our soil is bare, and are mowed down at the end of the season without ever disturbing the soil. Cover crops provide an added level of environmental protection to our farming strategy.

Cultivation of native and beneficial varieties- such as Camas, Marigold, Daffodils, and Alyssum, not only provide natural pest control to the farm by attracting beneficial insects, they also add another tier of increased biodiversity to the ecosystem.

Low flow drip irrigation- has a 70-90% water use efficiency, with only 10-30% of water lost due to evaporation or percolation past the root zone. Because of the slow release of water from these irrigation systems over an extended period of time, water is used much

more efficiently, which reduces overall water consumption and potential for nutrient leaching.

Annual soil testing- ensures that we are never over-fertilizing while still allowing us to produce a high-quality crop. Doing an annual soil test dramatically reduces the risk of fertilizer leaching or run-off.

Benefit to the City

I realize that this may seem like a fair amount of work for the city to take on initially, but with our program's willingness to manage these properties, I believe that in the long-run, this partnership will not only be a light-load for the city, but also a tremendous benefit to our community. From our program's work at Sonju Park this past summer alone, we have not only expanded the growing space of the property, we've also removed hundreds of noxious weeds, dramatically improved the soil health, and are beginning to see indicators of increased biodiversity. The expansion has also created a beautiful new park space, of which has already been used for several community events. We believe that these spaces will not only be productive for our program, but also productive for our community by providing spaces for enjoyment, learning, and interaction.

Thank you for consideration and we look forward to our continued partnership with the city.

Sincerely,

Bobby Butler
Urban Agriculture Program Manager
p: 206-592-3985
e: bbutler@highline.edu

Highline College
2400 S. 240th St.
Des Moines, WA
98198

Bonnie Wilkins

From: Tad Doviak <taddoviak@gmail.com>
Sent: Thursday, May 23, 2019 4:36 PM
To: Bonnie Wilkins; Matt Pina; Vic Pennington; Jeremy Nutting; Luisa Bangs; Robert Back; Matt Mahoney; Traci Buxton
Cc: Michael Matthias; Denise Lathrop
Subject: Public comment

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Bonnie, please submit this email as a public comment at the next City Council meeting.

Dear City Council:

One of my pet issues in our community is business signage. It is my belief that a fair number of small businesses find that the permit fees for business signs are a barrier to updating their signage or even installing signage in the first place.

I spoke with a staff member who provided me with some information. About 30 sign permits were issued in 2018. Sign permits cost \$155 or \$410 depending on whether there is electricity involved. Total income to the City would come to around \$7000 for those signs. I have a proposal.

I would like to see the City Council temporarily waive sign permit fees for any business that wants to update their signage. This could be a 6 month or even 12 month period.

I would like to see the City Council permanently waive sign permit fees for any new business that establishes a presence in Des Moines. What better way to welcome new business and help them get established?

Both of these ideas will help to upgrade the look of the City as people drive through and will make it more engaging for people to stop and shop, visit, eat, and otherwise do business in Des Moines.

I am happy to engage with anyone on the Council or on the City Staff who would like to talk about this idea further.

Respectfully,
Tad Doviak
Des Moines, WA

5.11.2019

To The City of Des Moines, WA,

Sorry for this belated note!

Thank you very much for your having responded to our writing 2 months ago immediately and fixed the damaged steep asphalt pavement edges on 22nd Ave. S. onto S. 252nd St. You were so kind to do it so immediately!

That part looks very nice and completely safe for drivers ^{it's} to make right turn there now.

Many thanks again!

God bless you all!

Best regards,

Ki Sung Kim \$ Sara hee

Ki Sung Kim
2018 S. 253rd St.
Des Moines, WA 98198

SEATTLE WA 980

11 MAY 2019 PM 7 L



City of Des Moines, WA

21630 11th Ave. S.

Des Moines, WA 98198



CITY COUNCIL REGULAR MEETING

Speaker Sign-Up Sheet

May 23, 2019

NAME (PLEASE PRINT)	ADDRESS	TOPIC	PHONE/E-MAIL ADDRESS
✓ Georgia Davenport	21614 46th Ave S	The Trail Closed Saltwater Climate	970-799-3353 georgia.d.davenport@gmail.com
✓ Bill Adams	23255-27th Ave. S.	Action Now!	206-713-2956
✓ Anne Kroeker	27915 10th Ave S	King County - City Climate Collaboration	annek@36524.com
Erin Hether			
✓ Catherine Colby	21646 35th Ave S	Trail to park	(206) 824-8386
✓ GARY W PETERSEN JR			
✓ JC Harris	Des Moines	DOC STUDY	
✓ Tony Hether			

Washington's greenhouse gas emissions spiked 6 percent in most recent tally

Originally published January 15, 2019 at 6:00 am Updated January 15, 2019 at 7:43 am

By [Evan Bush](#), *Seattle Times* staff reporter

Washington legislators a decade ago wrote into law a plan to reduce greenhouse gas emissions to 1990 levels by the year 2020. But the [latest tally of the state's emissions](#) shows we're trending in the wrong direction to meet that target and more aggressive emissions goals years ahead.

Emissions spiked about 6.1 percent from 2012-2015, due in part to increasing fossil-fuel-generated electricity and a booming economy, according to a new Washington Department of Ecology inventory of greenhouse gas emissions published Monday.

"The report is not good news. It could have been worse," said Andy Wineke, a spokesman for the Ecology Department. "This report doesn't mean it's not possible to meet those targets. We have to take greater action."

The state sent more than 97 million metric tons of greenhouse gases into the atmosphere in 2015, compared with just 90 million in 1990. Although emissions are rising, the 2015 figure represents progress from the year 2000, when emissions topped out at nearly 109 million metric tons.

The report quantified total emissions using U.S. Environmental Protection Agency data and information from the Washington state Department of Commerce. Transportation was responsible for more than 42 percent of total emissions, according to the report.

The economy might explain some of the rise in emissions. From 2012-2015, Washington's economy grew an average of nearly 3 percent a year, and industrial greenhouse gas production rose, too. The drought in 2015 likely contributed to higher electricity consumption figures that year. Washington state relies heavily on hydropower and a hearty water supply to generate electricity.

When water supply is low, "you pull more from fossil fuel sources" for electricity, Wineke said. Preliminary 2016 data shows a decrease in electricity-related emissions, Wineke said.

Legislators set [emissions-reduction targets in 2008](#). After 2020, the next statutory marker is 2035, when emissions are supposed to drop 25 percent below 1990 levels. Then, in 2050, the state is supposed to cut emissions in half, compared with 1990. Every two years, the Ecology Department is required by law to produce what amounts to a progress report.

Climate experts last year delivered dire warnings about the effect of warming on the world, and called for society-altering shifts in behavior and the world's economy. A [U.N. Intergovernmental Panel on Climate Change](#) called for "rapid and far-reaching" changes in energy systems, land use, city and industrial design, transportation and building use. It also found substantial difference in the effects between the Earth's temperature rising 1.5 degrees Celsius and 2 degrees.

A report produced by the U.S. Global Change Research Program detailed expected climate effects in the U.S. The Northwest can expect both more drought and more extreme rain events. If emissions are left unchecked, [higher temperatures will likely cause salmon to lose habitat, disrupt Northwest crops like cherries and contribute to more wildfires](#).

"What the global scientific community said is that we essentially need to reduce emissions to net zero by 2050, in order to not exceed 1.5 degrees Celsius or to slightly exceed it and bring our emissions back down," said Heidi Roop, a research scientist with the University of Washington's Climate Impacts Group. "We all need to be, as states and as a nation, taking a hard look at what we can do to reduce our emissions. We know the consequences to people, plants and animals are significant if we don't."

State lawmakers began their session Monday, and Democrats, led by Gov. Jay Inslee, are pursuing a suite of legislation to address climate change, including a plan to rid electric utilities of fossil-fuel power by 2045, implementing a clean-fuels standard, pushing incentives for electric vehicles and increasing energy-efficiency building regulations, among other ideas. The Democrats have majorities in both chambers of the statehouse.

"It provides a road map for action," said Rep. Joe Fitzgibbon, the chair of the House Environment Committee, of the inventory report. "I'm optimistic the Legislature will take this challenge seriously and we'll have a year where we break through on greenhouse gas reduction."

Information from The Associated Press was included in this report.

Joint Letter of Commitment: Climate Change Actions in King County

Climate change is a paramount challenge of this generation and has far-reaching and fundamental consequences for our economy, environment, public health, and safety.

Across King County and its cities, we are already experiencing the impacts of climate change: warming temperatures, acidifying marine waters, rising seas, decreasing mountain snowpack, and less water in streams during the summer.



These changes have the potential for significant impacts to public and private property, resource based economies like agriculture and forestry, and to residents' health and quality of life.

The decisions we make locally and regionally, such as where our communities will grow and how they will be served by transportation, will set the stage for success or failure in reducing carbon pollution, making sound long-term investments, and ensuring our communities are livable and resilient to climate change impacts.

Current science indicates that to avoid the worst impacts of global warming we need to reduce global greenhouse gas emissions sharply. The King County Growth Management Planning Council – a formal body of elected officials from across King County - voted unanimously on July 23, 2014 to adopt a shared target to reduce countywide sources of greenhouse gas (GHG) emissions, compared to a 2007 baseline, by 25% by 2020, 50% by 2030, and 80% by 2050.

Based on our shared assessment of emissions in King County, and review of potential strategies to reduce emissions, we believe that these targets are ambitious but achievable.

Building on the work of the King County-Cities Climate Collaboration (K4C) - a partnership between the County and cities to coordinate and enhance local government climate and sustainability efforts – more than a dozen cities and the County came together in the first half of 2014 to chart opportunities for joint actions to reduce GHG emissions and accelerate progress towards a clean and sustainable future.

The attached **Principles for Collaboration** and **Joint County-City Climate Commitments** are focused on practical, near-term, collaborative opportunities between cities and King County. These shared commitments build on the significant work that many of our cities and County are already taking. By signing this letter, we pledge our support for the shared vision that these principles and actions represent. Our cities commit to actively pursue those strategies and catalytic actions where our jurisdictions can make the most impact given our size, location, and development patterns.

Through focused, coordinated action, we will maximize the impact of our individual and shared efforts.





KING COUNTY-Cities

CLIMATE COLLABORATION

Elected Officials of King County and King County Cities

Dow Constantine
King County Executive

Larry Phillips
King County Council Chair

Bruce Bassett
Mayor, City of Mercer Island

Matthew Larson
Mayor, City of Snoqualmie

Shari E. Winstead
Mayor, City of Shoreline

Jim Haggerton
Mayor, City of Tukwila

Edward B. Murray
Mayor, City of Seattle

Denis Law
Mayor, City of Renton

Amy Walen
Mayor, City of Kirkland

John Marchione
Mayor, City of Redmond

Fred Butler
Mayor, City of Issaquah

Claudia Balducci,
Mayor, City of Bellevue

Tom Vance
Mayor, City of Sammamish

Lucy Krakowiak
Mayor, City of Burien

Joint County-City Climate Commitments ●○○○



I. Shared Goals

Pathway: Adopt science-based countywide GHG reduction targets that help ensure the region is doing its part to confront climate change.

Catalytic Policy Commitment: Collaborate through the Growth Management Planning Council, Sound Cities Association, and other partners to adopt countywide GHG emissions reduction targets, including mid-term milestones needed to support long-term reduction goals.

Catalytic Project or Program: Build on King County's commitment to measure and report on countywide GHG emissions by sharing this data between cities and partners, establishing a public facing dashboard for tracking progress, and using the information to inform regional climate action.



II. Climate Policy

Pathway: Support strong federal, regional, state, countywide and local climate policy.

Catalytic Policy Commitment: Advocate for comprehensive federal, regional and state science-based limits and a market-based price on carbon pollution and other greenhouse gas (GHG) emissions. A portion of revenue from these policies should support local GHG reduction efforts that align with these Joint County-City Climate Commitments, such as funding for transit service, energy efficiency projects, and forest protection and restoration initiatives.



III. Transportation and Land Use

Pathway: For passenger vehicles and light trucks, reduce vehicle miles traveled by 20% below 2012 levels by 2030 and GHG emissions intensity of fuels by 15% below 2012 levels by 2030.

Catalytic Policy Commitment: Partner to secure state authority for funding to sustain and grow transit service in King County.

Catalytic Policy Commitment: Reduce climate pollution, build our renewable energy economy, and lessen our dependence on imported fossil fuels, by supporting the adoption of a statewide low carbon fuel standard that gradually lowers pollution from transportation fuels.

Catalytic Policy Commitment: Focus new development in vibrant centers that locate jobs, affordable housing, and services close to transit, bike and pedestrian options so more people have faster, convenient and low GHG emissions ways to travel.

Catalytic Project or Program: As practical, for King County and cities developing transit oriented communities around high capacity light rail and transit projects, adopt the Puget Sound Regional Council's Growing Transit Communities Compact. For smaller cities, participate in programs promoting proven alternative technology solutions such as vehicle electrification, as well as joint carpool and vanpool promotional campaigns.



Principles for Collaboration

- 1 Climate change is the paramount challenge of our generation, and has fundamental and far-reaching consequences for our economy, environment, and public health and safety.
- 2 Strong action to reduce GHG emissions is needed, and the time is now.
- 3 Local governments can reduce greenhouse gas (GHG) emissions through many decisions related to transportation and land use, energy and green building, forests and farms, and consumption and materials management.
- 4 Many cities in King County have set individual climate goals and are taking steps to reduce local GHG emissions, and we need to build on this leadership.
- 5 Local solutions need to be implemented in ways that build a cleaner, stronger and more resilient regional economy.
- 6 Progress will require deeper engagement with communities of color and low income, immigrant, and youth populations. These communities can be more vulnerable to the impacts of climate change—from increasing flood risks to rising costs of fossil fuels – and historically less likely to be included in community-scale solutions or as leaders. We are committed to work in ways that are fair, equitable, empowering, and inclusive and that also ensure that low income residents do not bear unfair costs of solutions.
- 7 Federal and state policies and laws can help us achieve our goals, but countywide and local policy, programs and partnerships are needed to fill the existing gap to achieve local GHG targets.
- 8 Progress will require deep partnerships between the County, cities, utilities, businesses, nonprofit organizations, and other public sector agencies.
- 9 King County and nine cities have formed the King County-Cities Climate Collaboration (K4C), and we will work to build on this initial pledge, both in increased action and increased participation from additional cities.
- 10 We can accomplish more with a shared vision and coordinated action; collaboration will increase the efficiency of our efforts and magnify the impact of our strategies beyond what each of us could achieve on our own.
- 11 Our cities support the shared vision that the Joint County-City Climate Commitments represent, but it is not the intention that each city will pursue every catalytic action. Cities and King County will actively pursue strategies where they have the most impact and influence.
- 12 We will reconvene at least annually to share progress. We also dedicate a staff point person from our cities and from the County to help coordinate implementation of the following Joint County-City Climate Commitments, and to serve as a point person to the K4C.

Joint County-City Climate Commitments ○●○○



IV. Energy Supply

Pathway: Increase countywide renewable electricity use 20% beyond 2012 levels by 2030; phase out coal-fired electricity sources by 2025; limit construction of new natural gas based electricity power plants; support development of increasing amounts of renewable energy sources.

Catalytic Policy Commitment: Build on existing state renewable energy commitments including the Washington State Renewable Portfolio Standard (RPS) to partner with local utilities, state regulators and other stakeholders on a countywide commitment to renewable energy resources, including meeting energy demand through energy efficiency improvements and phasing out fossil fuels.

Catalytic Project or Program: In partnership with utilities, develop a package of county and city commitments that support increasingly renewable energy sources, in areas such as community solar, green power community challenges, streamlined local renewable energy installation permitting, district energy, and renewable energy incentives.



V. Green Building and Energy Efficiency

Pathway: Reduce energy use in all existing buildings 25% below 2012 levels by 2030; achieve net-zero GHG emissions in new buildings by 2030.

Catalytic Policy Commitment: Join the Regional Code Collaboration and work to adopt code pathways that build on the Washington State Energy Code, leading the way to “net-zero carbon” buildings through innovation in local codes, ordinances, and related partnerships.

Catalytic Project or Program: Develop a multi-city partnership to help build a regional energy efficiency retrofit economy, including tactics such as: collaborating with energy efficiency and green building businesses, partnering with utilities, expanding on existing retrofit programs, adopting local building energy benchmarking and disclosure ordinances, and encouraging voluntary reporting and collaborative initiatives such as the 2030 District framework.

Joint County-City Climate Commitments ○○○●○



VI. Consumption and Materials Management:

Pathway: By 2020, achieve a 70% recycling rate countywide; by 2030, achieve zero waste of resources that have economic value for reuse, resale and recycling.

Catalytic Policy Commitment: Partner through the Metropolitan Solid Waste Management Advisory Committee on policy, projects and programs focused on (1) waste prevention and reuse, (2) product stewardship, recycling, and composting, and (3) beneficial use.

Catalytic Project or Program: Develop a regional strategy through the Comprehensive Solid Waste Management Plan process to reach 70% recycling through a combination of education, incentives and regulatory tools aimed at single-family, multi-family residents, businesses, and construction projects in King County.



VII. Forests and Farming

Pathway: Reduce sprawl and associated transportation related GHG emissions and sequester biological carbon by focusing growth in urban centers and protecting and restoring forests and farms.

Catalytic Policy Commitment: Partner on Transfer of Development Rights (TDR) initiatives to focus development within the Urban Growth Area, reduce development pressure on rural lands, and protect our most valuable and important resource lands.

Catalytic Project or Program: Protect and restore the health of urban and community trees and forests, for example through public-private-community efforts such as Forterra's Green Cities Partnerships.

Catalytic Project or Program: Partner on collaborative efforts to expand forest and farm stewardship and protection, for example through King Conservation District's farm management planning, landowner incentive, and grant programs.

Catalytic Project or Program: Expand our local food economy, for example by supporting urban and community farming, buying locally produced food, and participating in the Farm City Roundtable forum.

Joint County-City Climate Commitments ○○○●



VIII. Government Operations

Pathway: Reduce GHG emissions from government operations in support of countywide goals.

Policy Commitment: Develop and adopt near and long-term government operational GHG reduction targets that support countywide goals, and implement actions that reduce each local government's GHG footprint.

Catalytic Project or Program: In support of the Section V. Green Building and Energy Efficiency pathway targets to reduce energy use in existing buildings 25% below 2012 levels by 2030 and achieve net-zero GHG emissions in new buildings by 2030: execute energy efficiency projects and initiatives at existing facilities, measure existing building performance through EPA's Energy Star or equivalent program, implement high-efficiency street and traffic light replacement projects, and construct new buildings to LEED or Living Building Challenge standards and infrastructure to equivalent sustainability standards.



IX. Collaboration

Policy Commitment: Participate in or join the King County-Cities Climate Collaboration (K4C) – focused on efforts to coordinate and enhance city and County climate and sustainability efforts – to share case studies, subject matter experts, resources, tools, and to collaborate on grant and funding opportunities.

Catalytic Project or Program: Engage and lead government-business collaborative action through efforts such as the Eastside Sustainable Business Alliance.



Redondo Beach Drive Seawall & Boardwalk

**In recognition of the early influence and development
of the Redondo area by the Betts Family who
lived and worked in Redondo between 1898 - 2015,
the Redondo Boardwalk shall hereby be commemoratively
known as :**

THE BETTS MEMORIAL BOARDWALK

Des Moines City Council

May 23, 2019



The Des Moines Park and Recreation Department will be operating a free shuttle serving the Waterfront Farmers Market on **SATURDAYS** between the Angle Lake Link Light Rail Station and the downtown Marina District.

Approximate Schedule

Saturdays, June 1 to Sept 14, 2019

Angle Lake Station	9:30	10:00	10:30	11:00	11:30	XXXXX	12:30	1:00	1:30	2:00	2:30
Des Moines Activity Center	9:35	10:05	10:35	11:05	11:35	XXXXX	12:35	1:05	1:35	2:05	2:35
Wesley Terrace	9:39	10:09	10:39	11:09	11:39	XXXXX	12:39	1:09	1:39	2:09	2:39
Marina (6 th S. & S. 227th)	9:43	10:13	10:43	11:13	11:43	XXXXX	12:43	1:13	1:43	2:13	2:43
Marina (6 th S. & S. 227th)	9:46	10:16	10:46	11:16	XXXXX	12:16	12:46	1:16	1:46	2:16	2:46
Wesley Terrace	9:51	10:21	10:51	11:21	XXXXX	12:21	12:51	1:21	1:51	2:21	2:51
Des Moines Activity Center	9:55	10:25	10:55	11:25	XXXXX	12:25	12:55	1:25	1:55	2:25	2:55
Angle Lake Station	10:00	10:30	11:00	11:30	XXXXX	12:30	1:00	1:30	2:00	2:30	3:00



Note: Trips are not wheelchair accessible. Please call Metro Customer Service: (206) 553-3000 for alternative services.

DES MOINES FARMER'S MARKET FREE SHUTTLE
JUNE 1 TO SEPT 14, 2019
SATURDAYS 9:30 AM TO 3:00 PM





Urban Agriculture Partnership for a Healthy Des Moines

May 23, 2019

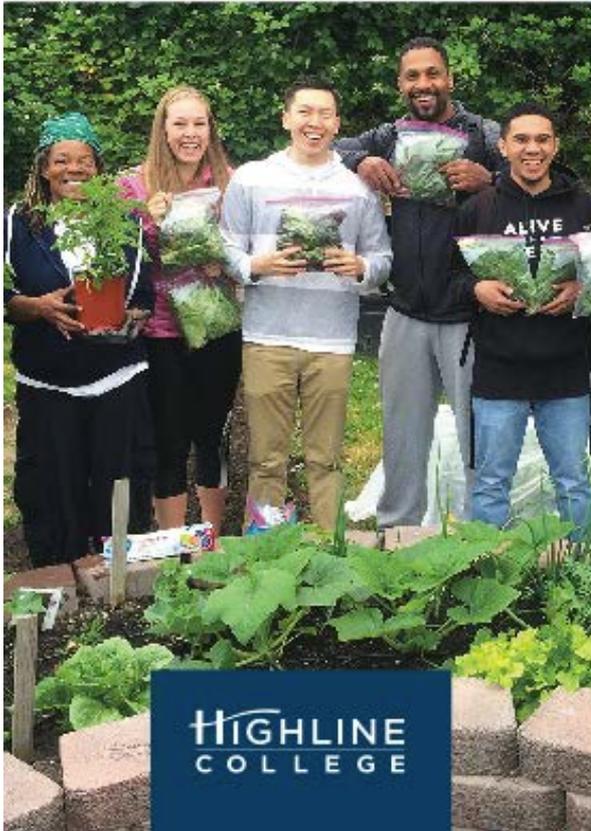
Denise E. Lathrop, AICP - Planning & Development Services Mgr.

Bobby Butler and Alice Madsen – Highline College



URBAN AGRICULTURE

findyourpath.highline.edu



- Council supported the 2017 King Conservation District grant for program funding
- Key objectives of the program are to:
 - Bring 4-6 acres of land into active production
 - Educate and develop sustainable farmers
 - Improve local food security
 - Provide opportunities for entrepreneurship and healthy living
- Community Partners:



The Ask

- Sonju Park was identified as the first off-campus site
- Mary Gay Park and Parkside Park were identified as potential locations
- Council Considerations:
 - Confirm staff recommended areas for farming
 - Address Council questions:
 - Financial implications
 - Public benefits



Sonju Park

Mary Gay Park

- 1.8 AC with residence and out buildings.
- Buffer was identified:
 - Type F fish bearing stream
 - 115-foot buffer required
- 0.25 AC/10, 890 SF outside of buffer
- Recommending this site



Parkside Park Property

- 17 AC site
- Category III wetland
- 150-foot buffer requirement
- ~0.15 AC/6,500 SF outside of wetland buffer
- Location is not appropriate
- Not recommending this site

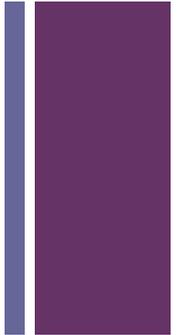


Sonju Park Options

- Consultant currently working to identify critical areas and buffers
- Potential for additional area outside of critical areas



Cost/Benefits



- A question was raised at the Committee meetings about whether the College could pay for a lease
- Grant funds cannot be used for lease payments
- Establish an agreement with Highline College to:
 - Maintain Mary Gay Park and Sonju Park in exchange for use of land
 - Develop and implement community engagement plan
 - Donate excess produce to Des Moines Food Bank
 - Establish time limits for use of the land (3-year, 5-year,...)
- We see strong community benefits from this partnership and ask for Council's support moving forward.

Motion

Motion 1: “I move to direct staff to bring forward to City Council for approval an agreement with Highline College for use of appropriate park areas for urban agriculture, to include public benefits negotiated with the College.”