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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Zoom Meeting**  
**Tuesday, January 19, 2021 – 7:00 PM**

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**A. CALL TO ORDER**

**B. GREETING**






**C. CITIZEN COMMENTS**

**D. CORRESPONDENCE AND MAYOR'S REPORT**

**E. CONSENT AGENDA:**

1. Approval of minutes from January 4, 2021
2. Approval December 2020 & January 2021 Claims

**F. NEW BUSINESS:**

1. Cathy Covington – Presentation – Healthy Checkout
2. Res. 01-2021 - Approve Interlocal Agreement with Okanogan County – Building Official Services 
3. Res. 02-2021 – Appr. Purchase of Ford Explorer - Public Works – State Purchasing Co-Op 
4. Res. 03-2021 – Appr. Purchase of Ford Inceptor - Police Vehicle – State Purchasing Co-Op 
5. Res. 04-2021 – Appr. Labor Agreement with the Teamsters Local Union No. 760 – Police 
6. Ord. 1890 – Amending OMC Chapter 14, State Building Codes 

**G. OTHER BUSINESS:**

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

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In accordance with the "Stay Home, Stay Healthy" order from Governor Inslee, our Council Meeting will be conducted using Zoom Meetings (information on next page).  
If you need support, contact the City Clerk in advance of the meeting by calling 509-826-1170 or e-mail [clerk@omakcity.com](mailto:clerk@omakcity.com) for assistance.

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The City of Omak is inviting you to a scheduled Zoom meeting  
January 19th, 2021 @ 7:00pm

Join Zoom Meeting

<https://us02web.zoom.us/j/88439268385?pwd=SkVKOXdhRlBWZHBSQllQS2tpWk1lZz09>

Meeting ID: 884 3926 8385

Passcode: 171271

One tap mobile

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Meeting ID: 884 3926 8385

Passcode: 171271

Find your local number: <https://us02web.zoom.us/j/kzZtvymzf>



January 18, 2021

To: Honorable Mayor and Members of the City Council

From: Cathy Covington, MPH Student

Subject: Healthy Checkout Ordinance

## RECOMMENDATION

1. Adopt an ordinance requiring grocery stores to expand consumers selection and provide placement of a fresh fruit and vegetable at the point of check out.
2. Work with City staff to develop protocols for implementation, education, and enforcement.

## FINANCIAL IMPLICATIONS

1. Enforcement should be focused primarily on positive education and secondarily on traditional enforcement. Enforcement of the ordinance may be incorporated into the regular inspections of food retailers conducted by the City. Spot checks of items sold in each aisle is sufficient to monitor compliance.

## BACKGROUND

Today's food landscape plays a large role in determining what people purchase and consume. Unhealthy food and beverages are promoted and placed repeatedly throughout retail stores. Cheap, ready-to-eat foods high in salt, saturated fat, and added sugars dominate checkout aisles, where shoppers are more likely to make impulse purchases and where parents struggle with their children over demands to buy treats at the end of a shopping trip.

This would impact approximately 5 stores in Omak, including Grocery Outlet, Genes Harvest, Safeway, Walmart, and Main Street Market.

## UNHEALTHY CONSUMPTION HEALTH IMPACTS

Impulse buying at checkout contributes to the high levels of sugar consumption in American diets. There has been much research and media attention about the health impacts of excessive added sugar intake,<sup>1</sup> including elevated risk of tooth decay, heart disease, and Type 2 diabetes.<sup>2</sup> The adverse health effects of added sugar consumption further entrench health disparities, burdening people of color more than white populations. Currently, Type 2 diabetes is on the rise across the country; one in three children and one of two children of color will be diagnosed in their lifetime.<sup>3</sup>

## GROCERY STORES CHECKOUT AREA PROBLEMS

Consumers are trying to make healthier purchases. A 2019 report found that 73 percent of shoppers are concerned about the nutritional content of their food.<sup>4 & 5</sup>

Despite consumer desire to select healthier foods, unhealthy foods are prevalent in checkout areas in a wide variety of retail stores. A national study of 8,600 stores – including supermarkets, convenience stores, drug stores, and dollar stores – found that 88 percent display candy at checkout and one-third (34 percent) sell sugar-sweetened beverages.<sup>6</sup> Only 24 percent of stores sell water at checkout, and only 13 percent sell fresh fruits or vegetables at checkout.<sup>8</sup> Almost all supermarkets (91 percent) display candy and 85 percent sell soda and other sugary drinks at checkout.<sup>7</sup>

Research shows that food choices are strongly affected by the environments in which they are made. The aim of placing food and beverages at checkout is to induce unplanned purchases; thus, unhealthy checkout options undermine consumers' efforts to purchase healthier foods.<sup>8</sup>

The placement of snacks near the register increases the likelihood that people purchase those foods.<sup>9</sup> In addition, most of the candy, soda, and chips in checkout aisles are placed at eye-level and within reach of children, undermining parents' efforts to feed their children well.<sup>10</sup>

Three-quarters of parents report that it is hard to shop at grocery stores because unhealthy food is so prevalent.<sup>11</sup> Healthy checkout aisles provide all families more opportunities to say yes to their kids.

## GROCERY STORES PRIME PLACE for POLICY CHANGES

Grocery stores are Americans' top source for food and beverages, providing more than 60 percent of calories.<sup>12</sup> Ninety percent of Supplemental Nutritional Assistance Program (SNAP) dollars are redeemed at supermarkets and grocery stores.<sup>13</sup> Though grocery stores sell a wide range of healthy products, they are also the largest contributor of unhealthy food and beverages to the diet. Seventy percent of the sugary beverages children consume come from food retail.<sup>14</sup>

Sugary drinks are promoted repeatedly throughout stores; appearing in as many as 25 different places in a single grocery store.<sup>15</sup> At checkout, these drinks make up 60% of beverage offerings.<sup>16</sup>

Healthy Checkout also provides an opportunity for grocery stores. When United Kingdom grocery stores provided healthier options at checkout, consumers responded positively and provided a "responsible" branding opportunity for those stores.<sup>17</sup> Consumers want healthier options, and stores can use this fact to their advantage.



For all these reasons, grocery store checkout lanes are an ideal place to begin changing norms around healthy snacks and drinks.

## STRATEGIES TO REDUCE SUGAR CONSUMPTION

This healthy food environment ordinance would support families by providing them the ability to avoid high-calorie, low-nutrient food and beverages when they do their grocery and other shopping. By changing checkout norms, shoppers and their children face less temptation to consume sugary foods and there is less reinforcement of these unhealthy choices.

## HEALTHY CHECKOUT REDUCES ONLY PURCHASING UNHEALTHY SNACKS

A recent study by the University of Cambridge analyzed purchasing data for common unhealthy checkout foods from 2013-2017 in nine U.K. supermarket chains. They found that consumers purchased 17 percent fewer sweets, chocolate, and potato chips. One year later the decline in unhealthy purchases remained steady at 16 percent.<sup>1</sup>

The Healthy Checkout Ordinance will create a level playing field for customers and retailers and support consistent, healthy snacking norms for shoppers and families.

## PROVIDING ALTERNATIVES AT CHECKOUT IN OMAK: ORDINANCE ELEMENTS

The attached ordinance (Attachment 1):

- Provides a healthy alternative to products sold at the checkout area;
- applies to approximately 5 grocery stores in Omak; and
- allows a small selection of a fresh fruit and vegetable to be sold in the checkout area.

These extra choices allow for healthy alternatives to proliferate in checkout areas. Stores will continue to sell other food items in their checkout areas but adding a healthy opportunity for its consumers that purchase junk food on impulse. Selling less junk food will lead to stores selling more fruits and vegetables, which are healthier options.

The attached ordinance still has some unanswered questions that will require input from public health advocates, City staff, food retailers, and the policy committee. Those questions are:

- how to define healthy food, and what parameters are most appropriate; date of implementation;
- appropriate definition of “checkout area”. The attached draft ordinance includes the definition of “checkout area” as defined in 8.3.020 of the ordinance, but that definition may not appropriately reflect the needs of all grocery stores in Omak.

## RATIONALE FOR RECOMMENDATION

Requiring the approximately 6 stores to follow the requirements for Healthy Checkout would reduce the encouragement of unplanned purchases of unhealthy foods and beverages. Such a change would thus contribute to healthy norms and reduce the consumption of sugary drinks and unhealthy foods in the City of Omak.

## ALTERNATIVES CONSIDERED

In the United Kingdom, many grocery stores have voluntarily undertaken a healthy checkout initiative.<sup>17</sup> However, without clear standards for what constitutes “healthy” or enforcement, the voluntary model is too modest to draw conclusions about long-term health impacts. In addition, the interviews with retailers indicated that voluntary compliance would not occur; however, the majority are not opposed to the straightforward guidelines.

<sup>1</sup> Brody, JE. The Downside of Having a Sweet Tooth. (2019, July 22). *The New York Times*. Retrieved from <https://www.nytimes.com/2019/07/22/well/eat/the-downside-of-having-a-sweet-tooth.html>.

<sup>2</sup> United States Department of Agriculture, and United States Department of Health and Human Services. (2015). *2015–2020 Dietary Guidelines for Americans*. Washington, DC: HHS and USDA.

<sup>3</sup> Gregg, E. W., Zhuo, X., Cheng, Y. J., Albright, A. L., Venkat Narayan, K. M., & Thompson, T. J. (2014). Trends in lifetime risk and years of life lost due to diabetes in the USA, 1985-2011: a modelling study. *Lancet Diabetes Endocrinol.* 2(11):867-74. doi: 10.1016/S2213-8587(14)70161-5. Retrieved from <https://todayspractitioner.com/wp-content/uploads/2014/08/diabetesUSA.pdf>.

<sup>4</sup> Food Marketing Institute Foundation. (2019). The Power of Health and Well-Being in Food Retail. Arlington, VA: FMI Foundation. Retrieved from <https://www.fmi.org/forms/store/ProductFormPublic/power-of-health-and-well-being-in-food-retail>.

<sup>5</sup> International Food Information Council Foundation. (2019). Food & Health Survey. Washington, D.C.: IFIC Foundation. Retrieved from <https://foodinsight.org/wp-content/uploads/2019/05/IFIC-Foundation-2019-Food-and-Health-Report-FINAL.pdf>.

<sup>6</sup> Barker D, Quinn C, Rimkus L, Zenk S, & Chaloupka F. (2015). Availability of Healthy Food Products at Check-out Nationwide, 2010-2012. Chicago, IL: Institute for Health Research and Policy. Retrieved from [http://www.bridgingthegapresearch.org/pdf/BTG\\_healthy\\_checkout\\_brief\\_Nov2015.pdf](http://www.bridgingthegapresearch.org/pdf/BTG_healthy_checkout_brief_Nov2015.pdf).

<sup>7</sup> Satia, J. A. (2009). Diet-Related Disparities: Understanding the Problem and Accelerating Solutions. *J. Am Diet Assoc.* 109(4): 610–615. doi:10.1016/j.jada.2008.12.019. Retrieved from <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2729116/pdf/nihms106651.pdf>.

<sup>8</sup> Center for Science in the Public Interest. (2015). Temptation at Checkout: The Power of Point-of-Sale Retail Food Marketing. Washington, D.C.: CSPI. Retrieved from <https://cspinet.org/temptation-checkout>.

<sup>9</sup> Kerr J, Sallis JF, Bromby E, & Glanz K. (2012). Assessing Reliability and Validity of the GroPromo Audit Tool for Evaluation of Grocery Store Marketing and Promotional Environments. *J Nutr Educ Behav.* 44(6):597-603. doi:10.1016/j.jneb.2012.04.017. Retrieved from [Assessing Reliability and Validity of the GroPromo Audit Tool for Evaluation of Grocery Store Marketing and Promotional Environments \(sciencedirectassets.com\)](https://www.sciencedirect.com/science/article/pii/S155678631200017).

<sup>10</sup> Horsley, J. A., Absalom, K. A., Akiens, E. M., Dunk, R. J., Ferguson, A. M. (2014). The Proportion of Unhealthy Foodstuffs Children Are Exposed to at the Checkout of Convenience Supermarkets. *Public Health Nutr.* 17(11):2453-2458. Retrieved from <https://pubmed.ncbi.nlm.nih.gov/24477033/>.

<sup>11</sup> Caravan ORC International. (2016). Checkout Polling: Online Survey of 1,024 adults. Princeton, NJ.

<sup>12</sup> Mancino L, & Guthrie J. (2018). Supermarkets, Schools, and Social Gatherings: Where Supplemental Nutrition Assistance Program and Other U.S. Households Acquire their Foods Correlates with Nutritional Quality. Washington, DC: USDA Economic Research Center. Retrieved from <https://www.ers.usda.gov/amber-waves/2018/januaryfebruary/supermarkets-schools-and-social-gatherings-where-supplemental-nutrition-assistance-program-and-other-us-households-acquire-their-foods-correlates-with-nutritional-quality/>.



13 United States Department of Agriculture Food and Nutrition Service. (2015). *2015 SNAP Retailer Management Year-End Summary*. Washington, D.C.: USDA. Retrieved from <https://www.fns.usda.gov/snap/retailer/data>.

14 Poti JM, Slining MM, Popkin BM, Kenan WR. Where are kids getting their empty calories? Stores, schools, and fast food restaurants each play an important role in empty calorie intake among US children in 2009-2010. *J Acad Nutr Diet*. 2014;114(6):908-917. doi: 10.1016/j.jand.2013.08.012. Retrieved from <https://europepmc.org/backend/ptpmcrender.fcgi?accid=PMC4009391&blobtype=pdf>.

15 Cohen, D. A., Bogart, L., Castro, G., Rossi, A. D., Williamson, S., & Han, B. (2018). Beverage marketing in retail outlets and The Balance Calories Initiative. *Prev Med*. 115:1-7.

16 Fielding-Singh, P., Almy, J., & Wootan, M. G. (2014). *Sugar Overload: Retail Checkout Promotes Obesity*. Washington, DC: Center for Science in the Public Interest.

17 Winkler, L. L., Christensen, U., Glümer, C., Bloch, P., Mikkelsen, B. E., Wansink, B., & Toft, U. (2016). Substituting sugar confectionery with fruit and healthy snacks at checkout - a win-win strategy for consumers and food stores? a study on consumer attitudes and sales effects of a healthy supermarket intervention. *BMC Public Health*. 22;16(1):1184. doi: 10.1186/s12889-016-3849-4. PMID: 27876025; PMCID: PMC5120526. Retrieved from <https://pubmed.ncbi.nlm.nih.gov/27876025/>.



Adding Chapter 8.3 to the Omak Municipal Code, "Healthy Checkout"

BE IT ORDAINED by the Council of the City of Omak as follows:

Section 1. That the Omak Municipal Code is amended to read as follows:

**8.3.010. Findings and Purpose.**

The City of Omak hereby finds and declares as follows:

- A. Diets with an excess of added sugars and sodium are correlated to chronic health issues including diabetes, high blood pressure, and stroke.
- B. Food choices are strongly affected by the environments in which they are made. The placement of unhealthy snacks near a register increases the likelihood that consumers will purchase those foods and drinks, thus undermining consumer health choices and public health initiatives.
- C. It is in the interest of the health, safety, and welfare of all who live, work, and do business in the City that large stores offer healthy options and do not actively encourage the purchase of unhealthy foods.
- D. This Chapter is consistent with the General Provisions of the City (Omak Municipal Code 1.0).

**8.3.020. Definitions.**

A. "Checkout Area" means any area that is accessible to a customer of the Large Retail Store that is either:

- i. within a 3-foot distance of any Register; or
- ii. designated primarily for or utilized primarily by customers to wait in line to make a purchase at a Register, up to and including the Checkout Endcap.

B. "Checkout Endcap" means product displays placed at endpoints of areas designated primarily for or utilized primarily by customers to wait in line to make a purchase.

C. "Register" means a device used for monetary transactions that calculates the sales of goods and displays the amount of sales for the customer.

D. "Grocery Store" means a commercial establishment primarily selling a range of fresh or packaged food products to the public.

**8.3.030. Healthy Checkout Areas.**

Each Grocery Store shall, at all hours during which the Grocery Store is open to the public, ensure that all foods and beverages sold in all Checkout Areas meet the standards in Sec 8.3.030 A-C:

- A. Healthy food items must be a selection of a fresh fruit and vegetable. City staff will provide technical assistance for implementation.
- B. Bi-annual review of qualifying Grocery stores will be done by the Public Health Division.
- C. There will be a 120 day phase-in period if any changes are made.

**9.82.040. Enforcement.**

A. The City is hereby authorized to issue all rules and regulations consistent with this ordinance, including, but not limited to, fees for re-inspection.

B. Compliance with this Chapter shall be administered by the City during regular

inspections of qualifying Grocery Stores. The City may require a Grocery Store to provide such information as may be necessary to determine the Grocery Store's compliance with this Chapter.

**9.82.050. Violation--Penalty.**

A. A Grocery Retail Store that violates any provision of this chapter may be subject to administrative citations pursuant to Chapter 8.3.050 of this Code.

B. This section shall not limit the City from recovering all costs associated with implementing this chapter or investigating complaints pursuant to fee resolution.

C. In addition to any other civil remedies provided by state law, and except in cases where a different or additional penalty is prescribed by ordinance, failure to perform certain acts required by this chapter, or the performance of certain acts prohibited by this chapter, is designated as a civil infraction and shall not be classified as a criminal offense.

Any person, firm or corporation found to have violated the provisions of this chapter shall be assessed a monetary penalty. "Healthy Checkout" penalties will be charged according to the fees set by resolution.

Each day during which a violation continues shall be deemed a separate offense and separate penalties may be assessed for each separate offense. Said penalties shall be in addition to any other remedies provided by this chapter. (Ord. 1665 § 2 (part), 2010; Ord. 1418 § 21, 1999; Ord. 1348 § 1, 1997).

D. Remedies and penalties under this chapter are cumulative and not exclusive.

**8.3.060. Effective Date.**

This ordinance and the legal requirements set forth herein shall take effect and be in force August 1, 2021. Enforcement pursuant to 8.3 shall commence no sooner than January 1, 2022.

Section 2. Copies of this Ordinance shall be codified and available on the website at [omakcity.com](https://www.omakcity.com/code/page/municipal-code) under, Municipal Code - <https://www.omakcity.com/code/page/municipal-code>.



# Proposal – “Healthy Checkout” Ordinance



JANUARY 18, 2021

OMAK CITY COUNCIL



# Proposed Ordinance

Rather than allowing Omak Grocery stores to continue to nudge consumers toward only junk food, I propose that a “healthy checkout” ordinance gets passed.

- By August 1, 2021, grocery stores would be required to expand consumers selection and provide placement of a variety of fresh fruit and vegetable at the point of check out.
- By January 1, 2022, enforcement will go into effect for grocery stores to provide placement of a variety of fresh fruit and vegetables at the point of checkout.

Grocery Outlet, Genes Harvest, Safeway, Walmart, and Main Street Market – 1 N. Main.





## Tiered 2020 Junk Food Ordinance

- September 2020, Berkeley, CA passed a city ordinance to ban junk food at check-out stands.
- Ordinance will go into effect March 1, 2021.
- Enforcement will begin January 1, 2022.





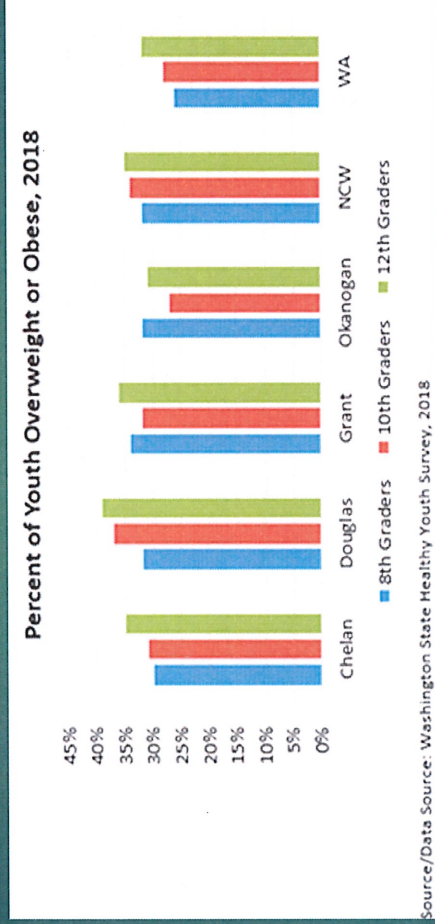
## Poor Diet

- Leading contributing factor to chronic diseases, such as obesity, diabetes, and death. (Lin, Whitlock & Beil, 2010 & 7 country study - Foody et al, 2010).
- An increase in calories consumed compared to the energy expended increases the likelihood of childhood obesity. (Skinner et al, 2018)
- An obese child may still be “malnourished” even though they are obese from routinely consuming unhealthy food choices. (USDA, 2010)



# Mid Valley Community Health Needs Assessment

- 30% of the youth in Okanogan County are obese.



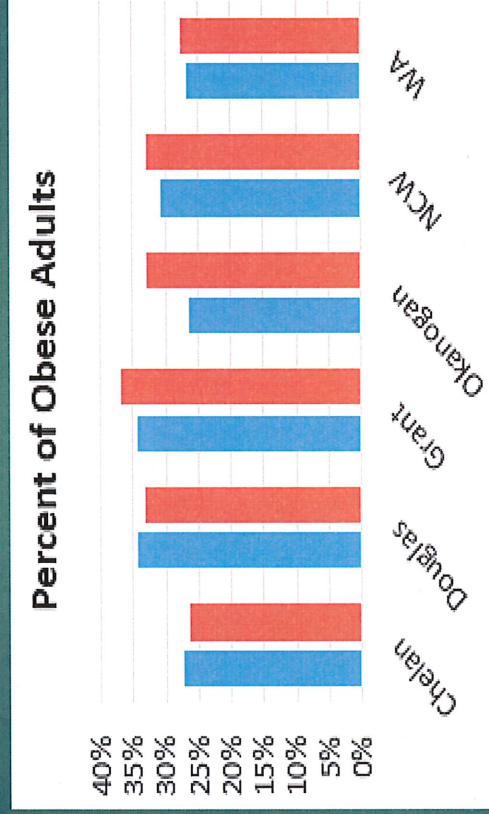
<https://www.mvhealth.org/community-health-needs-assessments-chna/>.

- Community Health Needs Assessments (CHNA's) are mandated under the Affordable Care Act and CFR 26 § 1.501(r)-3.



# Mid Valley Community Health Needs Assessment

- 32% of the adults in Okanogan County are obese.



<https://www.mvhealth.org/community-health-needs-assessments-chna/>.

- Community Health Needs Assessments (CHNA's) are mandated under the Affordable Care Act and CFR 26 § 1.501(r)-3.



# COVID-19

- Research shown individuals, including children, with underlying conditions like being overweight or have diabetes are more vulnerable to severe illness or death if they contract the coronavirus.  
  
(CDC, 2020, December 1)
- Offer healthier options at the checkout stand and advancing public health for consumers during an already stressful time during the COVID-19 pandemic. Omak can lead as an example of caring for its community's health outcomes.



# Food Environment

- Children more likely to make purchase requests of items at eye-level (CSPI, 2015).
- Eye-level placement of junk food at checkout stand increase likelihood of consumers purchasing junk food. (Horsely et al, 2014)
- Unplanned impulse shopping due placement of only unhealthy snacks at the register increases consumer to see junk food and develop an urge to purchase (CSPI, 2015 & Kerr et al, 2012).
- Candy, soda, and chips in checkout aisles are placed at eye-level and within reach of children, lessening the likelihood of children to eat healthy food (Horsely et al, 2014).
- Children are exposed to too many calories and refined sugars, and not enough fruits and vegetables in their diets (Almy and Wootan, 2015).





# Potential Funding Source Address Childhood Obesity

- Small City's - \$100,000 or \$25,000 grant.

<https://www.usmayors.org/resources/grant-and-award-opportunities/>.



# Other City Examples Healthy Food Ordinances

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- Library vending machines offer healthy food choices
- City owned vending machines offer healthy food choices

(United States Conference of Mayors, 2009).





# Closing

- Baby steps towards a positive change to the food environment to begin a shift in momentum.
- Eliminate promoting unhealthy eating and strive towards a community where healthy eating exists.
- one of the first steps toward bettering the food environment **limiting access to high-calorie, low-nutrient foods (also known as “junk food”) and sugary drinks.**
- Make healthy foods more available



# References

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# MEMORANDUM

To: Cindy Gagné, Mayor  
Omak City Council

From: Tyler Wells  
Building Official / Permit Administrator

Date: January 19, 2021

Subject: **Resolution 01-2021 APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN OKANOGAN COUNTY AND THE CITY OF OMAK FOR  
BUILDING INSPECTION & PLAN REVIEW SERVICES**

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The Attached Resolution No. 01-2021, approving an interlocal agreement between Okanogan County and the City of Omak for building inspection & plan review services, is forwarded for your consideration.

This agreement is to cover for out of town training, sick time, vacation, and unforeseen circumstances. Okanogan County has the staffing and expertise to provide the City with plan review and building inspection services.

The County has drafted an agreement which is used by several municipalities throughout the County. This agreement has been reviewed and approved by Mick Howe, City Attorney.

I support this resolution and Urge its Adoption.



**RESOLUTION NO. 01-2021**

**A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND OKANOGAN COUNTY FOR BUILDING INSPECTION SERVICES**

**WHEREAS**, the Revised Code of Washington, RCW 39.34, authorizes units of government within the State to enter into cooperative agreements for the provision of goods and services to each other; and

**WHEREAS** the City of Omak could potentially have the need for building inspection and permit administration services; and

**WHEREAS**, Okanogan County has the staffing and expertise to provide the "as needed" building inspection and permit administration services to Omak; and

**WHEREAS**, an Interlocal Agreement has been prepared that adequately defines the scope and compensation for these services.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak that the Interlocal Agreement between the City of Omak and Okanogan County, a copy of which is attached hereto as "Exhibit A", for Building Inspection & Plan Review Services, is approved.

**INTRODUCED AND APPROVED** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney



# EXHIBIT A

## **INTERLOCAL AGREEMENT BETWEEN OKANOGAN COUNTY AND THE CITY OF OMAK FOR BUILDING INSPECTION & PLAN REVIEW SERVICES**

This Interlocal Agreement for building inspection and plan review services (“Agreement”) is entered into by and between Okanogan County, Washington (County) and the City of Omak, Washington (City) sometimes individually referred to as a “Party” or collectively referred to as the “Parties.”

### **RECITALS**

WHEREAS: The Parties are public agencies which agree to enter into an Agreement for Building Inspection Services pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS: The City has the power, authority, and responsibility to provide Building Inspection Services for its citizens and is desirous of obtaining Building Inspection Services from the County to fulfill its obligation to its citizens; and

WHEREAS: The County has established and maintains qualified Building Inspection Services employees; and

WHEREAS: The Building Inspectors for the County are available to provide Building Inspection Services to the City;

NOW THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

### **AGREEMENT**

1. Building Inspection Services. This Agreement contains provision related to the County providing Building Inspection and Plan Review Services to the City. Upon advance oral or written notice by the City, the County shall provide Building Inspection Services for the City. The hours of service shall be the normal business hours of the Okanogan County Building department (8:00 a.m. to 5:00 p.m.).

2. Building Inspection Services Definition. For purposes of this Agreement, “Building Inspection Services” shall include initial plan review, site inspections, pre-application consultations, permit issuance, coordination with City departments, code review assistance and other duties required by a municipal building inspector under the State Building Code (Chapter 19.27 RCW), unless otherwise specifically excluded in this Agreement.

3. Code Enforcement. This Agreement does not provide for any code enforcement services, civil or criminal.

4. Duration: This Agreement shall take effect upon approval by both parties and recording with the Okanogan County Auditor or posting on both party’s websites, and shall continue and be in full force and effect until December 31, 2021, unless terminated sooner pursuant to paragraph 5.



5. Termination:

5.1 Termination by Notice. Either Party may terminate this Agreement by providing 30 days advance written notice to the other Party of the effective date of such termination.

5.2 Termination by Mutual Written Agreement: This Agreement may be terminated in its entirety at any time by mutual written agreement of the Parties.

5.3 Termination for Breach: Either Party may terminate this Agreement for material breach of the terms of this Agreement upon 20 days prior written notice to the other party. Such notice shall specify in detail the breach or default claim.

5.4 Termination by City upon hiring City Building Inspector. The City may terminate this Agreement immediately upon written notice to the County that the City has hired a full-time building inspector for the City.

6. Administration, No separate Entity Created. The Mayor of the City, and the Building Official of the County shall be responsible for the administration and management of the Building Inspection Services to be provided as described in this Agreement. No separate legal entity is created hereby.

7. Consideration. Consideration for Building Inspection Services shall be based upon the hourly compensation rate established by the County for the Building Inspection Services in effect at the time the services are provided. This hourly rate shall be \$120.00 per hour with a one hour minimum charge for each inspection and plan review. The County shall be compensated for round trip for driving time between the County offices and the City at a flat rate equal to one-half of the hourly rate in effect at the time the Building Inspection Services are provided. The Building Inspection Services shall be provided “as needed” and “as requested” by the City with a 48 hour advance notification. The County shall invoice the City monthly for the Building Inspection Services used by the City in the prior month. The City shall pay invoices submitted within 30 days of receipt of the same. Interest shall accrue at the rate of 8% per annum on invoices not timely paid by the City.

8. Benefits and other expenses. Attendance by the County Building Inspector at Town meetings that does not fall within the definition of “Building Inspection Services” in paragraph 2 above, but which the County Building Inspector may attend at his or her discretion, shall be compensated by the City at \$120 per hour, plus round trip travel expenses at \$60 per hour. The County shall not be paid any other compensation or benefits or be reimbursed for any expenses not specifically set forth in this Agreement.

9. Disputes. During the term of this Agreement, concerns of either party shall be communicated to the administrators of this Agreement. Prior to either Party commencing legal action relating to the enforcement or interpretation of this Agreement, the administrators of this Agreement agree to meet to make a good faith effort to resolve any dispute that has arisen. Provided, that this provision shall not be a limitation on either Party



commencing legal action if the other refuses to meet to attempt to resolve any dispute, or in the case where a delay would result in either Party suffering immediate harm or damages.

10. Indemnification. The County shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the County, in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

The City shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the City, in performance of this Agreement, except for injuries and damages caused by the negligence of the County.

11. Insurance. The County shall secure and maintain in force public liability or errors and omissions insurance for Building Inspection Services and motor vehicle insurance with minimum coverages of \$1,000,000.00 per occurrence for personal injury, property damage, and public official's errors and omissions. The County insurance policies shall include a provision prohibiting cancelation of the insurance except upon 30 days prior written notice to the City. The County shall name the City as an additional insured for purposes of this Agreement. Certificates of coverage as required herein shall be delivered by the County to the City within 30 days of the date this Agreement is effective. Membership and/or participation in a legally recognized government entity insurance pool with limits of liability equal to or greater than the coverage limits set forth above herein shall be an acceptable method of complying with this provision of this Agreement.

12. Records and Forms. The County shall keep and maintain accurate and complete records pertaining to the implementation of this Agreement. The City shall have full access to and the right to examine any of said materials. All records, books, documents and other material maintained, prepared or issued in the implementation of this Agreement shall be the property of the City which shall have the responsibility for the retention and release of the same.

13. Return of Documents. The County agrees that upon termination of this Agreement for any reason, it will return to the City all documents, files and records of any nature whatsoever obtained by or for the City and used in connection with work performed for the City pursuant to this Agreement.

14. Employees, and Employment Relationship. The Building Inspector shall follow the reasonable instructions of the City Mayor, or his or her designee, provided such instructions are in the furtherance of the deliverance of building inspection services by the County to the City pursuant to the terms of this Agreement.

No employment relationship is created. The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between the City and any



employee, agent, representative or contractor of the County, or between the County and any employee, agent, representative or contractor of the City. Without limiting the foregoing, the Building Inspector shall at all times relevant to this Agreement be and remain an employee of the County, and the County shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the Building Inspector except as expressly set forth in this Agreement.

15. Notice. All Notices which may be required under this Agreement shall be given as follows:

a. Notice to the County:

Okanogan County  
Attention: Building Official  
123 North 5<sup>th</sup> Ave, Room # 114  
Okanogan, WA 98840

b. Notice to the City:

City of Omak  
Attention: Mayor  
PO Box 72  
Omak, WA 98841

16. Severability. In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All provisions of this Agreement are severable and the invalidity of a single provision hereof shall not affect the remaining provisions.

17. Integrated Agreement. This Agreement constitutes the entire Agreement of the Parties regarding the provision of Building Inspection Services, and supersedes all oral or written agreements or negotiations between the parties, which are hereby deemed void and of no force or effect.

18. Modification. This Agreement is intended to express the entire Agreement of the Parties, and may not be modified unless such modification is in writing, and signed by both Parties.

19. Photocopies. Photocopies of signatures approving this Agreement shall be considered the same as original signatures for all purposes.



Dated at Okanogan, Washington this \_\_\_\_ day of \_\_\_\_\_ 2021.

BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON

\_\_\_\_\_  
Jim DeTro, Chairman

\_\_\_\_\_  
Chris Branch, Member

\_\_\_\_\_  
Andy Hover, Member

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
David Gecas, Chief Civil Deputy

\_\_\_\_\_  
Laleña Johns, Clerk of the Board

Dated at Okanogan, Washington this \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Cindy Gagne, Mayor

Attest:

\_\_\_\_\_  
Connie Thomas, Clerk/Treasurer

Approved as to Form:

\_\_\_\_\_  
City Attorney



# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears  
Public Works Director

Date: January 19, 2021

Subject: **Resolution No. 02-2021** Approving the Purchase of a fleet vehicle.

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The attached Resolution: **02-2021, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF A FLEET VEHICLE THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE,** is forwarded for your consideration.

The requested replacement for the fleet truck #270 is a 2021 Ford Explorer, 4wd SUV through the state procurement cooperative. This Purchase will be made through Columbia Ford, a bona fide state vendor, if approved.

The Purchase is for \$35,688.53 and funded in the 2021 Budget.

I support this Resolution and recommend its approval.



**RESOLUTION NO. 02-2021**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF  
A FLEET VEHICLE THROUGH THE WASHINGTON STATE PURCHASING  
COOPERATIVE.**

**WHEREAS**, the City's 2021 Budget provides for an Equipment Rental capital outlay expenditure for the purchase of a fleet vehicle for use in the public works department; and

**WHEREAS**, vehicle selection was based on considerations of department specification, performance, serviceability, uniformity, and cost as determined by the Public Works Director; and

**WHEREAS**, the equipment is available through the State Purchasing Cooperative from Columbia Ford, a bona fide State Purchasing vendor, in the amount of \$35,688.53; and

**WHEREAS**, the Purchasing Policy and Procedures Manual provide for purchasing this vehicle through an approved purchasing cooperative as an alternative to the competitive process.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the purchase of a fleet vehicle, a copy of the quote is attached as Exhibit "A" is hereby approved. The Mayor is authorized and directed to execute all necessary contract documents.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney



## EXHIBIT "A"

Vehicle Quote Number: 2021-1-147

### Contract & Dealer Information

Contract #: 05916	Dealer Contact: Marie Tellinghiusen
Dealer: Columbia Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 187
700 7th Avenue	Dealer Email: <a href="mailto:orders@colford.com">orders@colford.com</a>
Longview WA 98632	

### Organization Information

Organization: OMAK, CITY OF - 22407
Email: <a href="mailto:er@omakcity.com">er@omakcity.com</a>
Quote Notes:
Vehicle Location: OMAK

### Color Options & Qty

Oxford White (YZ) - 1
Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0313-001	2021 Ford Explorer	1	\$28,317.00	\$28,317.00
2021-0313-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2021-0313-003	INFORMATION ONLY: Below, all factory options are grouped together with Base, XLT or Hybrid Limited Trim Levels. You cannot mix-n-match between trim levels. The 2.3L EcoBoost Engine is standard w/ Base or XLT Trim Levels. The alternative 3.3L Ti-VCT Gasoline Engine is only available with 4WD Base Trim Level. The Hybrid Limited Trim Level includes the 3.3L Hybrid Engine and Hybrid Components. The Intelligent 4WD System option is available with all trim levels.	1	\$0.00	\$0.00
2021-0313-004	INFORMATION ONLY: Columbia Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00	\$0.00
2021-0313-010	2021 Ford Explorer, Rear-Wheel Drive, Base Trim Level, 7-Passenger, 2.3L EcoBoost I-4 Engine w/ Auto Stop-Start Technology (300HP/310TQ), 10-Speed Automatic	1	\$0.00	\$0.00



Transmission, P255/65R18 All-Season BSW Tires, 18in painted aluminum wheels (K7B/100A/99H/44T/TT7N) -- THIS IS THE BASE VEHICLE. Please review Vehicle Specifications for complete description.			
2021-0313-011	Base Trim Only - Four Wheel Drive Model (includes Intelligent 4WD System, Terrain Management System and Hill Descent Control) (K8B)	1	\$1,942.00 \$1,942.00
2021-0313-012	Base Trim Only - Alternative Engine, 3.3L Ti-VCT Engine (Includes 10-Speed Automatic Transmission (Must also order 4WD Model #K8B) (Not available with XLT or HEV Limited Trim Levels) (No-Charge or Credit) (99B/44T)	1	\$0.00 \$0.00
2021-0313-014	Base Only - Cargo Area Management System (cargo net, cargo well rubber mat, reversible load floor) (21F)	1	\$163.00 \$163.00
2021-0313-018	Heater, Engine Block(41H)	1	\$90.00 \$90.00
2021-0313-200	200-299 Dealer-Installed Options	1	\$0.00 \$0.00
2021-0313-203	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket (DLR)	1	\$35.00 \$35.00
2021-0313-208	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$120.00 \$120.00
2021-0313-371	AMBER: Basic Amber Warning: [Installation of (2) Mpower AMBER front corner lights, (2) AMBER LED inserts in reverse lenses, an NROADS 17in amber lightbar mounted on roof, and 6-button switch panel. Also includes single radio prewire (includes power and roof mount antenna)] (DWS-UTIL-A-2) (DW371)	1	\$2,256.00 \$2,256.00

**Quote Totals**

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$32,923.00
<b>8.4 % Sales Tax:</b>	\$2,765.53
<b>Quote Total:</b>	\$35,688.53



# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Assistant Public Works Director

Date: January 19, 2021

Subject: Resolution 03-2021 Approving the purchase of a Patrol Vehicle.

---

The attached Resolution 03-2021, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF A PATROL VEHICLE THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE**, is forwarded for your consideration.

This will replace the # 4 Car with a 2021 Ford Police Interceptor. This was selected through the Washington State procurement cooperative. This purchases will be made through Columbia Ford, a bona fide state vendor. This Purchase will total under \$59,000.00 including graphics and other specialized items not included through the bid process.

I support this Resolution and recommend its approval.



**RESOLUTION NO. 03-2021**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF  
A PATROL VEHICLE THROUGH THE WASHINGTON STATE PURCHASING  
COOPERATIVE.**

**WHEREAS**, vehicle selection was based on considerations of department specification, performance, serviceability, uniformity and cost as determined by the Police Chief and the Public Works Director; and

**WHEREAS**, the equipment is available through the Washington State Purchasing Cooperative from Columbia Ford, a bona fide Washington State Purchasing vendor, in the amount of \$ 53,882.39; and

**WHEREAS**, the Purchasing Policy and Procedures Manual provide for the purchase of these vehicles through an approved purchasing cooperative as an alternative to the competitive process.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the purchase of the patrol vehicle, a copy of the quote is attached as Exhibit "A" is hereby approved for purchase. The Mayor is authorized and directed to execute the same on behalf of the City, and the City Clerk is authorized to attest her signature.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael D. Howe, City Attorney

# EXHIBIT A

Vehicle Quote Number: 2020-12-594

[Create Purchase Request requests](#)

[View organization purchase](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

## Contract & Dealer Information

Contract #: 05916	Dealer Contact: Marie Tellinghuisen
Dealer: Columbia Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 187
700 7th Avenue	Dealer Email: <a href="mailto:orders@colford.com">orders@colford.com</a>
Longview WA 98632	

## Organization Information

Organization: OMAK, CITY OF - 22407
Email: <a href="mailto:er@omakcity.com">er@omakcity.com</a>
Quote Notes:
Vehicle Location: OMAK

## Color Options & Qty

Sterling Gray Metallic (UJ) - 1
Tax Exempt: N

## Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0521-001	2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	1	\$32,879.00	\$32,879.00
2021-0521-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2021-0521-003	INFORMATION ONLY: Columbia Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00	\$0.00
2021-0521-004	INFORMATION ONLY: (#010-099 Ford Factory Options) (#100-149) Ford Factory VSO Vehicle Special Order options, i.e. red/red LEDs) (#200-299 Dealer-Installed Options, including Setina Upfits) (#350-439 Day Wireless Upfits -- Click on Display Upfits at bottom of option list)	1	\$0.00	\$0.00
2021-0521-005	INFORMATION ONLY (2020MY): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in),	1	\$0.00	\$0.00



Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]			
2021-0521-010	2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	1	\$0.00 \$0.00
2021-0521-013	Ready for the Road Package. [Includes contents of Front Headlamp Lighting Solution #66A, Tail Lamp Lighting Solution #66B, Rear Lighting Solution #66C; Pre-wiring for grille LED lights, siren and speaker #60A, 100 Watt Siren/Speaker #18X, Rear console Plate #85R, Hidden Door-Lock Plunger/Rear Door Handles/Rear Windows Inoperable #52P; PLUS: Grille Linear LED Lights (Red/Blue) and harness; Whelen Cencom Light Controller Head with dimmable backlight; Whelen Cencom Relay Center/Siren/Amp with Traffic Advisor mounted behind 2nd row seat; Light controller/relay cencom wiring (wiring harness) with additional input/output pigtailes; high current pigtail; Whelan Specific WECAN cable (console to cargo area) connects Cencom to Control Head] (Not available with Ultimate Wiring Package #67U or Interior Upgrade Package #65U ) (67H)	1	\$3,582.00 \$3,582.00
2021-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	1	\$289.00 \$289.00
2021-0521-030	Noise Suppression Bonds (Ground Straps)(60R)	1	\$100.00 \$100.00
2021-0521-031	Switchable Red/White Lighting in Cargo Area (deletes 3rd row map light) (17T)	1	\$50.00 \$50.00
2021-0521-033	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	1	\$25.00 \$25.00
2021-0521-034	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	1	\$259.00 \$259.00
2021-0521-036	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	1	\$543.00 \$543.00
2021-0521-040	Heater, Engine Block (41H)	1	\$90.00 \$90.00
2021-0521-041	Rearview Camera, Alternative (video will be displayed in 4in center stack instead of in rearview mirror)(D87R)(No Charge)	1	\$0.00 \$0.00
2021-0521-042	Rearview Camera On-Demand (allows driver to enable rear camera on demand, includes 10-second timer) (19V)	1	\$230.00 \$230.00
2021-0521-043	Reverse Sensing System (76R)	1	\$275.00 \$275.00
2021-0521-045	Police Perimeter Alert - detects motion in an approximately 270-degree radius on sides and back of vehicle (If movement is determined to be a threat, chime will sound at Level 1; Doors will lock and windows will automatically go up at Level 2; Includes visual display in center stack with tracking) (68B)	1	\$673.00 \$673.00

2021-0521-048 Remote Keyless Entry with Four (4) FOBs/Transmitters (includes Liftgate Release Button) (Does not include Keyless Entry Door Keypad) (If ordered with Fleet Keyed Alike option, fobs are unique and are not fobbed-alike) (55F)	1	\$339.00	\$339.00
2021-0521-049 Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	1	\$50.00	\$50.00
2021-0521-052 Spot Lamp, LED Bulb, Driver Only (Whelen) (51T)	1	\$418.00	\$418.00
2021-0521-065 Auxiliary Air-Conditioning (can now be ordered with Cargo Storage Vault #63V) (17A)	1	\$608.00	\$608.00
2021-0521-072 Class III Trailer Tow Lighting Package (Includes 4-pin and 7-pin connectors and wiring) (Class III Trailer Hitch Receiver w/ 5000# maximum tow capacity is standard equipment) (52T) NOW STANDARD EQUIPMENT	1	\$0.00	\$0.00
2021-0521-073 H8 AGM Battery Upgrade (900 CCA / 92-Amp) (19K)	1	\$109.00	\$109.00
2021-0521-080 INFORMATION ONLY: Add 30 days for Ford Vehicle Special Order (VSO) options.	1	\$0.00	\$0.00
2021-0521-200 INFORMATION ONLY: 200-299 Dealer-Installed Options	1	\$0.00	\$0.00
2021-0521-201 Keys, 2 Extra Keys (for a total of 6 keys) (Cannot order extra RKE Fobs, max of 4 can be programmed to vehicle) (DLR)	1	\$10.00	\$10.00
2021-0521-202 Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$35.00	\$35.00
2021-0521-254 Setina - PB400 Push Bumper, Steel, includes Mar Pad (DLR) (SET110)	1	\$519.00	\$519.00
2021-0521-261 Setina - 10VSRP Front Partition with Lower Center Recess Panel, Horizontal Polycarbonate Sliding Window (Includes Tallman upgrade - allows additional seat recline for driver) (DLR) (SET201)	1	\$838.00	\$838.00
2021-0521-262 Setina - Front Partition XL Upgrade with center and side recess panel (Allows additional legroom for rear right-side passenger) (Must also order 10VSRP partition) (DLR) (SET202)	1	\$0.00	\$0.00
2021-0521-263 Setina - Front Partition Upgrade, Add Vinyl Coated Metal Mesh Screen to Window (DLR) (SET203/204/205)	1	\$29.00	\$29.00
2021-0521-266 Setina - Double Weapon Mount with Small and Universal XL (Must also order RP Partition) (DLR) (SET230)	1	\$344.00	\$344.00
2021-0521-272 Setina HD TPO Full Replacement Rear Prisoner Transport Seat (includes Center-Originating Seat Belts with Docking Buckles on front partition) (Factory seat shipped loose in cargo area) (Must also order Rear 12VS Partition) (DLR) (SET300)	1	\$861.00	\$861.00
2021-0521-277 Setina - 2nd Row Window Barriers, Steel Bars (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR) (SET322)	1	\$223.00	\$223.00
2021-0521-279 Setina - 12VS Rear Partition, Polycarbonate panel (DLR) (SET400)	1	\$581.00	\$581.00



2021-0521-380 Ready for the Road Completion: [Includes completion of Ford Ready for the Road Package #67H. Includes console (includes cupholders, armrest, and faceplates), completion of gun lock wiring, siren controller, and installation of lightbar package. Also includes single radio prewire and accessory wiring harness.] (Must also order Ford's Ready for the Road Package #67H) (Must also order Lightbar - interior or exterior) (Not compatible with other Base Lighting Packages) (DWS-UTIL-RR) (DW380)	1	\$3,600.00	\$3,600.00
2021-0521-388 Interior Dome Light (Partition): White LED dome light installed and wired to central controller switch. Light will be installed on prisoner partition for prisoner compartment. (DWS-DOME-1) (DW388)	1	\$42.00	\$42.00
2021-0521-395 Remote Radio Install: Complete installation of remote head radio with antenna, power, coax, and microphone clip. (Must specify radio model and frequency band) (DWS-RADIO INSTALL 2:) (DW395)	1	\$150.00	\$150.00
2021-0521-411 POLICE: (Exterior Lightbar) Installed equipment includes: 48 Whelen WECAN Liberty 2 lightbar. Split color, (RED driver/BLUE pass) also includes takedown and alley lights. (Must order Ready for the Road Completion Package #DW380, cannot be purchased separately) (DW411)	1	\$1,956.00	\$1,956.00

**Quote Totals**

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$49,707.00
<b>8.4 % Sales Tax:</b>	\$4,175.39
<b>Quote Total:</b>	\$53,882.39

# MEMORANDUM

To: Omak City Council; Cindy Gagnè, Mayor

From: Todd McDaniel

Date: January 19, 2021

Subject: Resolution 04-2021 Approving Police Department CBA

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The attached Resolution 04-2021, Approving a Labor Agreement for the Years 2021 through 2023 Between the City of Omak and the Teamsters Local Union No. 760 Representing the Omak Police Officers and Sergeants, for your consideration.

The Current contract with the Police guild expired at the end of December. The new terms have been negotiated and approved by the Bargaining unit.

The agreement provides for a Salary increase of 3% in 2021, 2.5% in 2022, and a 2.5% increase in 2023. The medical/benefit provided through the LEOFF Trust plan will be moved to the Teamsters plan no later than December 31, 2021. The City will see a significant savings in monthly premiums under the new benefit package, and a 2% increase to base salary will be given upon the switch. Incentive pay for Training Instructors will be paid monthly during each month the member holds that position, as appointed by the Chief. Annual boot allowance was increased \$25. A \$700 uniform allowance program is defined.

The agreement has had review by our Labor Attorney's, Menke Jackson, and the Personnel Committee.

I approve this resolution and urge its adoption



**RESOLUTION NO. 04-2021**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A LABOR AGREEMENT FOR THE YEARS 2021 THROUGH 2023 BETWEEN THE CITY OF OMAK AND THE TEAMSTERS LOCAL UNION No. 760 REPRESENTING THE OMAK POLICE OFFICERS AND SERGEANTS**

**WHEREAS**, the City of Omak Police Officers and Sergeants are represented by the Teamsters Local Union No. 760; and

**WHEREAS**, the labor agreement between the City of Omak and the Teamsters Local Union No. 760 expired on December 31, 2020 under its own terms; and

**WHEREAS**, a new labor agreement has been negotiated between the City and the Teamsters Local Union No. 760 for the terms and conditions of employment for the represented members of the Police Department for the period beginning on January 1, 2021 through December 31, 2023; and

**WHEREAS**, the City Administrator and the Teamster Union Representative have fairly negotiated the terms and conditions of this agreement.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council for the City of Omak, Washington do hereby approve the Labor Agreement for the years 2021 through 2023 between the City of Omak and the Teamsters Local Union No. 760, representing the Omak Police Officers and Sergeants, attached hereto as Exhibit "A", and authorize the Mayor to execute, the said document on behalf of the City.

**BE IT FURTHER RESOLVED** that the terms of this labor agreement will be retroactive to January 1, 2021.

**INTRODUCED AND PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**the**



**CITY OF OMAK**

**And**



**TEAMSTERS LOCAL UNION No. 760  
OMAK POLICE OFFICERS AND SERGEANTS**

**January 1, 2021 to December 31, 2023**



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## **PREAMBLE**

This Agreement is made and entered into by and between the City of Omak, Washington, hereinafter referred to as the "Employer", and Teamsters Local Union No. 760, hereinafter referred to as the "Union" for the purpose of establishing certain wages, hours and working conditions affecting the employees as well as increasing the general efficiency of the City Police Department and maintaining harmonious relations between the City, its employees and the Union. To accomplish the foregoing, the parties agree to the following Articles within this Agreement.

### **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the designated representative for full-time and regular part-time commissioned police officers of the City of Omak Police Department, excluding the Chief of Police, and all other employees of the Employer.

### **ARTICLE 2 - UNION MEMBERSHIP**

- 2.1 Employees of the Employer covered by this Agreement may, following the beginning of such employment join the Union.
- 2.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure.
- 2.3 When the Employer hires a new employee covered in the bargaining unit, the Employer shall, within seven (7) calendar days of the date of employment, notify the Union in writing giving the name, hire date, address and classification of the employee hired.
- 2.4 When provided with a "voluntary check-off" authorization in the form furnished by the Union and signed by the employee, the Employer agrees to deduct from that employee's pay, the Union's applicable dues and/or service fees, as prescribed in the "voluntary check-off" form. The full amount of money so deducted from the employee shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee.
- 2.5 Dues Cancellation. An employee may cancel payroll deduction of dues by written notice to the Union and the Employer. The cancellation will become effective on the second payroll after receipt of the notice.



- 2.6 The union shall indemnify, defend and hold the employer harmless from and against any claims, lawsuits and actions made or instituted against the employer for good faith effort to comply with this article, including any lawsuits or actions naming the employer as a party, resulting from any "check-off" of dues for the union. The union shall refund to the employer any amounts paid to it in error on account of the "check-off" provision upon presentation of proper evidence thereof.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 Retention of Rights. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage its affairs or any part thereof. The City retains all prerogatives, functions and rights not specifically limited by this Agreement.

A. The City shall have no obligation to negotiate with the Union with respect to any decision, in the exercise of its discretion, regarding the below listed subjects. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or to bargaining during the term of this Agreement. Without limitation, the parties agree the following examples are within the exclusive prerogatives, functions and rights of the City:

1. To establish the qualifications for employment and to employ employees;
2. To determine the mission policy and set forth all standards of service offered to the public by the City and the Police Department;
3. To determine the means and methods needed to carry out departmental operations and service;
4. To introduce equipment and facilities;
5. To take whatever action is necessary to carry out the mission of the City in emergencies;
6. To determine the department budget;

- 3.2 Subject to the rights and obligations of the parties set forth in RCW 41.56, the City in addition retains the following rights:

1. To establish the makeup of the Police Department's work force and make changes from time to time, including the number and kinds of classifications, and direct the work force toward the organizational goals established by the City;
2. To plan, direct, schedule, control, and determine the operations or services to be conducted by the employees of the Police Department and City;
3. To approve and schedule all vacations and other employee leaves;
4. To assign or transfer employees within the Department or police-related functions;
5. To assign work to, and schedule employees;
6. To lay off employees as deemed necessary by the City;
7. To eliminate equipment and facilities.

The inclusion of numbers 1 through 7 of Section 3.2 shall not be interpreted as a waiver by the Union of any bargaining rights or obligations under RCW 41.56.

Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the City Council and/or other elected officials and/or department heads and the rights and obligations owed thereby to the citizenry.

- 3.3** Contracting Out: The Employer may transfer, contract or subcontract the work performed by members of the bargaining unit covered by this Agreement for reasons of economy, efficiency of operation and/or reorganization. Before transferring, contracting or subcontracting any work as referred to above, the Employer shall first give the Union thirty (30) calendar days written notice and offer to meet and discuss the change. The notice and offer to discuss shall not impede or alter the Employer's right to transfer, contract or subcontract work. In the event that the Employer subcontracts work presently being performed by the bargaining unit, the Employer agrees to attempt to transfer impacted employees to similar employment within the City or with the subcontractor.

#### **ARTICLE 4 - DEFINITIONS OF EMPLOYEES**

- 4.1** Regular Full-time Employee: A regular police officer is one who has been approved by the Civil Service Commission, has served the probationary period set forth in Section 4.3, and is employed on a full-time basis. Full-time



basis means regularly scheduled employment requiring work between thirty-two (32) and forty (40) hours per week. Such employees shall be entitled to accrue those wages and benefits provided by this Agreement and are subject to the conditions of this Agreement.

- 4.2** Regular Part-time Employee: A regular part-time employee is one who has served the probationary period set forth in Section 4.3, and who may work less than thirty-two (32) hours per week.
- 4.3** Probationary Employee: A probationary employee shall be defined as any new hire employed for the purpose of becoming a regular or regular part-time employee and is one who has not completed twelve (12) consecutive calendar months of service with the Employer, following the successful completion of the Basic Law Enforcement training course, with a total maximum of eighteen (18) consecutive calendar months of service. Probationary employees shall work under the provisions of this Agreement but shall be only on a trial basis, during which period the employee may be discharged for any reason without recourse to any part or provision of this Agreement or to any appeal.
- 4.4** Lateral Transfers. Employees who laterally transfer to the Omak Police Department and who possess a Washington State Peace Officer Certification from the Washington State Criminal Justice Commission, shall serve a one (1) year probationary period from date of hire. Lateral transfers who do not have a Law Enforcement Equivalency Academy Certificate shall serve a one (1) year probationary period from date of hire, but as a condition of continued employment, shall pass the Washington State Equivalency Test and obtain Washington certification within that one (1) year of probation. Failure to obtain proper Washington certification within the probation year will result in immediate termination of employment.
- 4.5** Off Duty Employment: No employee shall undertake off duty employment which conflicts with police employment or which limits or prevents the employee from performing all duties of the position of commissioned police officer. This time shall not be considered time worked. The officer shall obtain prior approval from the Chief before undertaking outside employment. This includes prior approval to wear the uniform and personal equipment.
- A. Security employment that does not require the use of any City uniforms, equipment or the use of the law enforcement commission shall not be reasonably denied and will be approved by the Chief of Police.

## **ARTICLE 5 - SENIORITY**

- 5.1** "Seniority", as used in this Agreement, is determined by the length of an employee's continuous service within the Omak Police Department since the employee's last date of hire, including total military time if drafted while employed by the City or any other authorized leave up to a maximum of one (1) year.
- 5.2** The Employer will provide the Union with copies of the seniority list on January 1st, or at other times by mutual consent. Should more than one (1) employee have the same hire date, the individuals involved will determine seniority by use of their Civil Service Examination Ranking. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement.
- 5.3** An employee shall lose all seniority, forfeit all rights and the Employer shall have no obligation to rehire said employee under the following conditions:
- A. The employee voluntarily leaves the service of the Employer, or
  - B. The employee is discharged for just cause, or
  - C. The employee is discharged during the probationary period, or
  - D. The employee is laid off for a period in excess of twenty-four (24) consecutive calendar months.
- 5.4** Transfer: A regular employee in one classification may be considered for transfer to a position in another classification having the same or higher salary range, provided the employee has at least the minimum qualifications for the position to which the transfer is proposed, provided the Employer desires to fill the position and provided it is in accordance with Civil Service Regulations, if required.
- 5.5** An employee who is promoted shall be considered probationary at that position for a period not to exceed twelve (12) consecutive calendar months from the date such promotion occurs. If the promoted employee declines within twelve (12) consecutive calendar months, the employee shall revert to the employee's former position without prejudice.
- 5.6** Seniority shall be a factor in filling job assignments within the department provided the individual is otherwise qualified based on training, experience, performance and ability as determined by the Employer subject to the grievance procedure.



- 5.7 Employees who are laid off and rehired within two (2) years, shall maintain their years of service in effect at the time of layoff.

#### **ARTICLE 6 - LAYOFF AND RECALL**

- 6.1 The need for layoff or reduction in personnel shall be determined by the Employer. The least senior officer shall be the first laid off, provided the remaining employees can perform the work in a satisfactory manner. In the event of a vacancy in the department, an employee who has been laid off will have the first opportunity to fill said vacancy or vacancies in the order of their seniority. An employee who has been laid off shall be eligible for recall for a period of twenty-four (24) months following the layoff or reduction in personnel. Notification of eligibility for recall shall be made by certified mail to the employee's last known address. It is the obligation of the employee to maintain a current address with the City. Employee shall have ten (10) days following the date of notice in which to accept employment. If the employee fails to accept employment within ten (10) days of the date of the notice, recall rights shall be considered waived.
- 6.2 The parties agree an employee who promotes out of the Union to a position in the Department shall be able to revert back or bump back into the Union and retain employment based upon department seniority should such employee be laid off due to reduction in force or elimination of position.

#### **ARTICLE 7 - UNION ACTIVITIES**

- 7.1 The authorized and credentialed representatives of the Union shall be allowed admission to the Police Department subject to prior approval of the Employer for the purpose of observing conditions on the job, and shall not unduly interfere with the employees during their working hours.
- 7.2 A Union Representative or designated alternate, shall be permitted reasonable time to investigate, present and process grievances on Employer's property, without loss of time or pay during their regular working hours, provided there is no interruption of the Employer's operation. With prior mutual agreement by the Union and the Employer, the Union Representative shall be permitted reasonable time to attend negotiations during regular working hours without loss of time or pay. Time spent in handling grievances during the Representative's regular working hours shall be considered working hours.
- 7.3 The name of the Union Representative/Shop Steward shall be certified in writing to the City by the Union.

## **ARTICLE 8 - DISCIPLINE AND DISCIPLINARY PROCEDURES**

- 8.1** The Employer may discipline an employee only for just cause, inclusive of such events as may be deemed to be just cause as set forth in the Rules and Regulations of the Omak Civil Service Commission, but not necessarily limited thereto. Discipline shall be carried out in a manner that is least likely to embarrass the employee before other employees or the public.
- 8.2** Disciplinary action or measures shall include only the following:
- A. Verbal warning,
  - B. Written reprimand,
  - C. Suspension without pay,
  - D. Demotion,
  - E. Discharge.
- 8.3** The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on the just cause principles including, but not limited to the following: an employee's prior record of service, length of service, severity of offenses and prior record of discipline; and the order in which these criteria appear is not indicative of their priority. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action. The following illustrates the disciplinary actions and options available to the Chief under this concept:
- A. First offense - verbal warning.
  - B. Second offense – written warning or reprimand.
  - C. Third offense – suspension without pay.
  - D. Forth offense – demotion or discharge.
- 8.4** Notwithstanding subsection 8.3 above, the Employer may suspend without pay or discharge an employee for serious misconduct without resort to progressive discipline.
- A. The Employer may suspend without pay immediately upon a finding of probable cause of the commission of a felony or serious crime by any court of competent jurisdiction, pending a criminal and/or administrative investigation.
- 8.5** The Employer shall issue a complaint regarding an employee's work or conduct not later than thirty (30) days after the incident or conduct has been



discovered, investigated, and the Employer determines the incident or conduct could be a basis for discipline.

- 8.6** The provisions of this Article shall not apply to newly hired employees serving a probationary period. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period they may be discharged without any recourse.
- 8.7** Any disciplinary action, except verbal warnings, shall not be final unless affirmed in writing by the Employer. Notations or copies of any such disciplinary action shall be sent to the Union at the time it is given to the employee.
- 8.8** The employee shall have the right to have a disciplinary action reviewed for just cause and severity of discipline through either of the following procedures. An appeal can be made through the grievance procedure as outlined in Article 9, or through the Omak Civil Service Commission. The decision to appeal must be exercised within ten (10) calendar days of the disciplinary action otherwise the appeal shall be null and void and the disciplinary action shall remain as taken. Only one procedure may be chosen to appeal disciplinary action.
- 8.9** Should an employee choose to file a written demand for investigatory hearing regarding the disciplinary action through the Omak Civil Service Commission, the matter shall be handled in accordance with the procedures as contained in the rules and regulations of the Omak Civil Service Commission. If the employee makes this selection, the Union may not exercise an appeal under the grievance procedure, Article 9.
- 8.10** Should the Union choose to grieve a disciplinary action through the provisions of the Grievance Procedure, the matter will be handled in accordance with Article IX. The Union's selection of using the grievance procedure shall be binding on the employee and the employee may not exercise an appeal to Civil Service.
- 8.11** An employee may request the removal of prior verbal reprimands or verbal warnings after one (1) year from the date of the incident. An employee may request the removal of prior written reprimand notices after two (2) years from the date of the notice, provided that there are no other disciplinary notices in the employees' file. An employee may request the removal of a prior suspension after four (4) years from the date of the notice. The decision to remove prior suspension notices is at the discretion of the employer. Notices of discipline that have been removed from the employee's file shall not be utilized as part of a future disciplinary action against any employee.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.1** The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If, however, a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 9.2** A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement between the Employer and the Union.
- 9.3** Any party who believes that they have a grievance alleging a misinterpretation or misapplication of the terms of this Agreement may personally, or through a representative, apply for relief under the provisions of this Article.
- 9.4** The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.
- 9.5** If any party fails to file a grievance within ten (10) calendar days from the date of the occurrence or when the party reasonably should have known of the occurrence, then said party forever waives the grievance as well as all rights and remedies with regard to said grievance. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.
- 9.6** A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee shall have the option of being accompanied by the employee's Union representative, or a representative of the employee's own choosing, if the employee feels that it is necessary. The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with the provisions hereinabove and the following procedure, which in any case, shall be done within ten (10) calendar days of the date of disciplinary action or within ten (10) calendar days from the date of another type of occurrence.
- 9.7** The formal grievance procedure shall be as follows:
- Step 1:
- A. If the grievance involves occurrences other than disciplinary actions, the grievance shall be presented in written form to the Police Chief



within ten (10) calendar days from its occurrence. The Police Chief shall respond in writing within ten (10) calendar days after receiving said grievance.

- B. In the event the matter relates to disciplinary action, then the grievance shall be presented in written form to the Police Chief within ten (10) calendar days from the disciplinary action.

Step 2:

If the grievance has not been resolved at Step 1, either party to this Agreement may refer unsettled grievances to the Mayor for resolution. Thereafter, the Mayor shall respond in writing to the aggrieved party within ten (10) calendar days.

Step 3:

If within ten (10) calendar days a grievance has not been settled by the Mayor and agreed upon by both parties, the matter may be submitted by either party for arbitration. The arbitrator shall be appointed by agreement between the City and the Union. If the City and the Union are unable to agree upon an arbitrator within five (5) days after they meet to determine such an appointee, either party may request the Public Employment Relations Commission (PERC) to supply a list of seven (7) names to be alternately struck until one (1) name remains to act as arbitrator.

- 9.8** Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.

**9.9** Limitations - Scope - Power of Arbitrator:

- A. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
- B. The arbitrator shall have the power to interpret and apply the terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.
- C. The arbitrator shall consider and decide only the question or issue raised up to Step 2, unless otherwise stipulated by the parties.
- D. In conducting a hearing, the arbitrator shall keep a verbatim record of testimony either by tape recording or court reporter. The arbitrator

shall also have the authority to receive evidence and question witnesses.

**9.10 Arbitration Award - Damages - Expenses:**

- A. The arbitrator shall not have the authority to award punitive damages.
- B. Each party hereto shall pay the expenses of their own representatives, witnesses and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

**ARTICLE 10 - NO STRIKE AND NO LOCKOUT**

- 10.1** Neither the Union nor its agents, or any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down or any other interference with the work and/or statutory functions and/or obligations of the Employer.
- 10.2** Employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period the employee is engaged in such activity. The Employer may discharge or discipline any employee who violates this Article.
- 10.3** The Employer agrees that there will be no lockouts.
- 10.4** Nothing contained herein shall preclude the Employer or Union from obtaining judicial restraint and damages in the event of a violation of this article.

**ARTICLE 11 - HOURS OF WORK AND OVERTIME**

- 11.1** Basic Work Period. The basic work period shall consist of four (4) consecutive ten (10) hour days, followed by three (3) consecutive days off in a seven (7) day work period, defined as 0001 hours on Monday through midnight (2400 hours) on Sunday. The Employer may change the basic work periods or shifts on a temporary basis. In the event the Employers changes the basic work periods or shifts, the change shall be permitted for a maximum of six (6) calendar months and shall revert to the basic work period as soon as practicable. At the end of the six (6) month period, the Employer shall return to the basic work period or the Employer shall notify the Union that the schedule change shall be extended for an additional six (6) months. The Employer shall provide a minimum of thirty (30) calendar days' notice prior to changing the basic work period.



- A. The Employer may determine that an alternative work period is required during periods of low staffing levels as outlined above. In those events that Employer may enact the following work period schedules.
  - 1. Five (5) consecutive eight (8) hour days, followed by two (2) consecutive days off in a seven (7) day work period, defined as 0001 hours on Monday through midnight (2400 hours) on Sunday
  - 2. Four (4) consecutive twelve (12) hour days, followed by four (4) consecutive days off in a 28-day work cycle. For the purpose of the FLSA 7k exemption, overtime shall be defined as any time worked over a total of 171 hours in the 28-day work cycle or any time worked in excess of the scheduled twelve (12) hours on a work day or any time worked during the consecutive four (4) days off.
    - a. "Kelly Time", officers assigned to work the twelve (12) hour work schedule shall be provided with four (4) hours of additional time off for each pay period, for a total of eight (8) hours each calendar month.
- B. Shift starting and expiration time shall be consistent with the schedule determined by the Chief of Police.
- C. No overtime shall be paid for regularly scheduled Saturdays and Sundays worked that fall within the above-mentioned "Basic Work Period" guidelines. The Employer will not revise the regular work schedule in order to avoid payment of non-scheduled overtime.

## 11.2 Overtime and Compensatory Time.

- A. Overtime. Overtime is work performed in excess of the scheduled work period as provided in Section 11.1 above (7 days, 40-hour threshold, as applicable, pursuant to Section 7(k) of the Fair Labor Standards Act), for hours actually worked which is subject to prior authorization by supervisory or command personnel. Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's FLSA straight time rate.
- B. Paid Leave Counted as Hours Worked. All compensated hours during the scheduled work period will be counted as hours worked for the purpose of computing overtime.

C. Department Training. Hours spent by employees in Employer-mandated training shall be considered hours actually worked for purposes of computing overtime, if any, pursuant to Section 11.1 above. Training does not include sleep time or time spent as a passenger in transit outside the normal workday. Driving time outside the normal workday may be equally split by passengers in the same vehicle, and such driving time is considered time worked.

**11.3** Work schedules showing the employee's shifts, workdays, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, work schedules will normally be changed only after consultation with employee or employees affected and the Employer and such changes shall normally be posted two (2) weeks prior to becoming effective. In cases of emergency two (2) weeks prior notice shall not be required, and hours of work may be extended or shifts changed to meet the needs of the department as determined by the Employer.

1. Emergency shall be defined of natural disasters, major unforeseeable events or other occurrences that are beyond the employer's control. Failure of the Employer to anticipate foreseeable changes shall not be considered an emergency. If the Employer changes an employee's work shift, workday and our hours with less than two (2) calendar weeks' notice, the employee shall be entitled to being paid at the overtime rate of one and one half (1 1/2) their regular rate for all hours outside of their normally scheduled work shift or work period.

**11.4** Work shifts set by the Chief of Police shall be rotated for patrol officers as near to every three (3) months as possible as determined by the Chief of Police.

**11.5** Meal Periods. All employees shall be granted a lunch period not to exceed thirty (30) minutes during each work shift.

**11.6** Lunch and Breaks. All employees shall be entitled to a fifteen (15) minute rest break in the first half of their shift and another fifteen (15) minute break in the second half of their shift, as well as a thirty (30) minute lunch break during the shift. During such breaks, the employee shall be available for call to assure delivery of services to the community. Said breaks shall be controlled by the supervisor on duty and may be scheduled by him. Employees on the twelve (12) hour schedule shall have three (3) rest breaks, one (1) during each four (4) hour portion of their shift.

**11.7** Distribution. Overtime work shall be distributed equally as feasible to employees working within the same job classification. The distribution of overtime shall be equalized as feasible over each six (6) month period



beginning the first day of the calendar month following the effective date of this Agreement, or on the first day of the calendar month this Agreement becomes effective.

**11.8** Call-Out. Call-Out shall be defined as time when the employee has left work and is called back to work outside the employee's regular shift. An employee who is called out to work, other than the employee's regularly scheduled shift, shall be paid a minimum of three (3) hours or paid the actual time worked if the time worked is more than three (3) hours of each call-out at one and one-half (1 & 1/2) times the employee's regular straight-time rate. For court appearances, the three (3) hour minimum shall not apply if the court appearance is one-half (1/2) hour or less prior to the start of the employee's shift. A minimum three (3) hours shall also not apply to an extension of the shift.

A. For scheduled department meetings, officers shall be paid a minimum of two (2) hours. If the scheduled meeting exceeds the two (2) hour minimum, the officer shall be paid for the actual time worked.

**11.9** The terms "bona fide emergency" or "emergency" include a life-threatening situation; civil disorder; natural disaster; sudden unexpected happening; unforeseen occurrence or condition; or event(s) beyond the control of the Employer.

**11.10** Compensatory Time. An employee may receive compensatory time off in lieu of overtime pay when agreed upon by the Employer. Compensatory time will be accrued at one and one-half (1 ½) hours for each hour of overtime worked. Compensatory time may be accumulated to a maximum of forty (40) hours.

## **ARTICLE 12 - SICK LEAVE**

**12.1** Eligible employees shall earn eight (8) hours of sick leave for each month of employment and may accumulate sick leave to a maximum of nine hundred and sixty hours (960). Unused, accrued sick leave shall be purchased from the employee at twenty-five percent (25%) of the current value, such accrual not to exceed nine hundred and sixty hours (960), upon termination of the employee from the City of Omak for any reason other than dismissal for cause.

**12.2** Regular part-time employees shall earn eight (8) hours sick leave for every one hundred seventy-three (173) hours scheduled work, to be accumulated to a maximum of two hundred forty hours (240).

**12.3** Employees shall be eligible for sick leave after thirty (30) days service with the employer.

- 12.4** A deduction of one (1) hour of sick leave shall be made for each hour of absence due to illness, injury, or medical treatment related to pregnancy. The rate of sick leave shall be the same per day as that paid the employee per working day.
- 12.5** In the event an illness, injury, medical treatment or doctor's appointment does not require an entire day, sick leave shall be deducted on the basis of one (1) hour increments.
- 12.6** If an employee is on vacation and becomes sick or disabled, he may charge such absence to their accumulated sick leave account by satisfactory notice to his Employer. The scheduled time off shall be deferred to a later time except in the event that the employee is out of sick leave in which case the absence shall be charged to the employee's accumulated annual leave.
- 12.7** Any illness requiring time off must be reported to the Chief of Police on or before the first day of the absence, and the employee shall keep the Employer apprised of each subsequent day(s) of absence. If such illness exceeds three (3) consecutive work days, the Employer may require a doctor's certificate consistent with the requirement of the Americans with Disabilities Act (ADA) and RCW 49.46 and Chapter 2960128 WAC. Sick leave pay is subject to the approval of the Employer.
- 12.8** Any employee found to have abused the provisions of a sick leave privilege by falsification or misrepresentation may be subject to disciplinary action.
- 12.9** Medical Leave: Leaves of absences without pay or benefits for temporary disability (i.e. illness or injury) may be granted by the Employer to an employee who has completed the probationary period provided, however, that medical verification may be required. Medical leave shall not exceed one (1) year in duration unless extended by the Employer.
- 12.10** Application & Authorization:
- A. Any request for leave of absence shall be submitted in accordance with Civil Service regulations.
  - B. Any request for a leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.
  - C. In the event of sickness, disability, in the employee's immediate family (spouse, parents, children, brother, sister, grandparents,



father-in-law, mother-in-law, brother-in-law, sister-in-law) the employee shall also be granted sick leave with pay.

- 12.11 Disability Leave:** Any employee injured on the job and receiving sick leave pay, who is eligible for time loss payments under the Workman's Compensation Law shall, for the duration of such payment receive only that portion of the employee's regular salary which together with said payments, will equal the employees regular salary. In order not to work an undue hardship on the employee caused by the time lag involved in time loss payments, the employee shall be paid sick leave accrued to equal full salary and upon receipt of time loss payments shall endorse said payments to the City. Said employee shall be charged with sick leave only for that portion of the employee's regular salary for which the City is not reimbursed by the Workman's Compensation endorsed to the City. Sick leave pay shall be integrated with any health and welfare plan, income benefit or State Workman's Temporary Disability Compensation, schedule of benefits so that the sum of the daily sick leave allowance hereunder, and the aforesaid health and welfare plan, and accident and sickness income benefit or state disability benefits shall not exceed one hundred percent (100%) of the regular daily rate of pay for any one day.
- 12.12 Inability to return from disability or medical leave:** Should medical evidence establish an employee is unable to perform all duties of a police officer, the Employer may hire a regular employee to fill the injured employee's position. If during an authorized medical or disability leave of absence, medical evidence indicates the employee is stationary and will not be able to recover from the illness or injury and not perform all of the duties of the job, the City may terminate the employment relationship. Termination of employment under such circumstances shall not affect the employee's right to any state industrial compensation or other applicable benefit.
- 12.13 Maternity Leave:** Accumulated sick and annual leave may be used for maternity leave(s), in which case the employee will be paid to the extent of the sick leave and annual leave used. Maternity leave may thereafter be granted without pay, provided, however, the length of the leave shall be determined by the employee's doctor, in compliance with applicable law. The Employer may grant such leave for up to twelve (12) consecutive calendar months.
- 12.14** Employees hired on or before the 15th of the month shall be considered employed for the full month for purposes of sick leave.
- 12.15 Bereavement Leave:** Employees shall be provided with three (3) working days (based on their scheduled shift hours) of bereavement leave in the event of a death in their immediate family to make arrangement for, or attend funeral services. Additional time may be approved by the Chief of

Police if the employee is required to travel more than 200 miles to attend services. Any additional time past the initial three days shall be charged to either Sick Leave or Annual leave at the option of the employee. For the purpose of bereavement leave, immediate family shall include spouse, children, mother, father, or sibling, of the employee or their spouse, or a more distant relative if living in the same household.

**12.16** An employee on leave without pay shall not accrue vacation, sick leave, holidays or be eligible for Employer paid health and welfare benefit.

### **ARTICLE 13 - ANNUAL LEAVE**

**13.1** Every regular employee shall be eligible for paid annual leave after six (6) months of service with the Employer. Employees shall start to earn annual leave allowance as of their date of hire.

**13.2** Annual leave allowances which are a combination of vacation leave and holidays (Article 14) shall be earned annually based on the following schedule:

- A. From hire through the fourth (4th) year: 14.67 hours per month
- B. For the fifth (5th) year: 18.00 hours per month
- C. For the sixth (6th) year: 18.67 hours per month
- D. For the seventh (7th) year: 19.33 hours per month
- E. For the eighth (8th) year: 20.00 hours per month
- F. For the ninth (9th) year: 20.67 hours per month
- G. For the tenth (10th) year: 21.33 hours per month
- H. For the eleventh (11th) year: 22.00 hours per month
- I. For the twelfth (12th) year: 22.67 hours per month
- J. For the thirteenth (13th) year: 23.33 hours per month
- K. For the fourteenth (14th) year: 24.00 hours per month
- L. For the fifteenth (15th) year: 24.67 hours per month

Such hours will be accrued month-by-month beginning with the first full month's employment but may not be used by the employee until after the end of six (6) months of continuous employment. Annual leave earned in the first six (6) months of employment shall not be paid out to an employee terminating prior to six (6) months of continuous service.

**13.3** Employees who begin employment on or before the 15<sup>th</sup> of a calendar month and work continuously through the calendar month shall receive credit for that month. Employees who leave employment but are compensated through the 15<sup>th</sup> of the month shall receive credit for that month.



- 13.4** If the Employer requires an employee to work a previously scheduled vacation and the employee attempts but is unable to reschedule the annual leave prior to the end of the year causing the employee to exceed two hundred and ninety-six (296) hours, the employee shall be paid for those hours in excess of two hundred and ninety-six (296).
- 13.5** Annual Leave Pay: The rate of annual leave pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's annual leave period.
- 13.6** Choice of Annual Leave Period: Annual leave shall be granted at the time requested by the employee subject to mutual agreement. If the nature of the work makes it necessary to limit the number of employees on annual leave at the same time, an employee with greater seniority shall be given the employee's choice of annual leave period in the event of any conflict, providing the senior employee requests that annual leave period off, at least thirty (30) calendar days prior to the first day of the junior employee's requested annual leave days off. In order to secure his bid, an employee must bid at least thirty (30) calendar days prior to the commencement date of the annual leave period. Employees shall request at least one-half (1/2) of the employee's yearly annual leave on or before May 1 for the ensuing calendar year.
- 13.7** Working During Annual Leave Period: Any employee who is requested and does work during an annual leave period shall be paid for regular hours at a rate of time and one-half (1-1/2) his regular rate for all hours worked for the first day's shift. In addition, the employee's annual leave (with pay) shall be rescheduled to the first mutually agreeable future period of time.
- 13.8** Annual Leave Rights in Case of Layoff or Separation: Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his annual leave, shall be compensated in cash for the unused annual leave the employee has accumulated at the time of separation.

#### **ARTICLE 14 - MILITARY LEAVE**

In case of military leave, the Employer abides by the provisions of the laws of the State of Washington (RCW 38.40.060). Employees who are members of the National Guard or Federal Military Reserve Units are entitled to leave with pay as provided by RCW 38.40.060.

#### **ARTICLE 15 - COMPENSATION FOR WITNESS OR JURY DUTY**

An employee shall continue to receive their regular salary for any period of required service as a summoned juror or witness subpoenaed by the Employer. The

Employer shall pay the difference between the scheduled fees and the employee's hourly wage. The employee shall not be required on the employee's own time to apply for such fees. Employees, except employees working graveyard, will be expected to report for work when less than a normal work day is required by such duties. Employees working graveyard may be required to work, at the discretion of the Employer, if released from jury duty or as a subpoenaed witness prior to 5:00 p.m. In the event the employee is not required to return to work, the employee will be paid at straight time for court time.

## **ARTICLE 16 - HOLIDAYS**

**16.1** The following are holidays:

New Years Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	One (1) Floating Holiday
Labor Day	

**16.2** Employees shall work in their regularly scheduled shift on all state and federal holidays. In lieu of paid holidays, each employee shall receive one (1) working day off per month for each such holiday. Holidays will be considered part of annual leave. Employees whose shift starts during one of the designated holidays shall be paid at one and one-half (1 ½) times the employee's regular straight time rate for all hours worked on the shift.

## **ARTICLE 17 - CLOTHING AND CLEANING ALLOWANCE**

**17.1** Uniforms: If any employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform, protective clothing or protective device shall be furnished to the employee by the Employer. Uniforms are wash and wear and shall be maintained by the employee, except in extraordinary case where the City will clean the uniform with approval by the Chief. The cost of maintaining the protective device in proper working condition, (tailoring, dry cleaning of ties, jacket, and jumpsuit) shall be paid by the Employer with approval by the Chief.

**17.2** Footwear: Each employee shall be provided \$150 per year for the purchase of approved footwear. Such footwear shall be worn as part of the uniform.

**17.3** New employees: Upon hire, all employees will be fitted with a minimum of two (2) winter uniform sets and two (2) summer uniform sets. The new employee shall be provided with the following duty gear (minimum issue items), including a duty belt, under belt, holster, firearm, two (2) sets of



handcuffs and handcuff carrier (s), flashlight and flashlight holder, OC spray and holder, Taser and Taser holster, ballistic vest (level 2A min).

- A. Employees attending the law enforcement academy shall be provided the listed uniforms and equipment specified by the Criminal Justice Training Commission as necessary for attendance at the academy, in addition to the standard uniform and equipment items.
- B. Officers that have an acceptable personally owned firearm may request approval to carry the firearm on duty. If the officer is approved to carry a personally owned duty pistol, the City is not required to issue a City owned pistol.

**17.4** Each employee, following their first year of employment shall be allotted as part of the budget process a minimum of \$700.00 for replacement and upgrade of their issued duty equipment. The employee shall submit a request to the Chief of Police, listing the item and the cost. If the item is approved for duty use, the Chief of Police or his/her designee shall purchase and issue the item to the officer.

**17.5** Employees assigned to special duties, detectives or other assignments that may require off-duty wear, may utilize the \$700.00 budget allotment for purchase of specialized clothing and/or equipment with the approval of the Chief of Police.

**17.6** The issuance and replacement of ballistic vests is excluded from the yearly budgeted allowance for each officer. The Employer agrees to issue and replace vests in accordance with the manufacturer's recommendations and in compliance with any applicable law.

## **ARTICLE 18 - HEALTH AND WELFARE**

**18.1** The Employer and the Union agree to continue with the current practice of providing medical, dental and vision insurance through the LEOFF Trust medical Plans, with 100% of the cost for each employee and 85% of the cost of the dependents paid the City. The 15% share of the eligible and enrolled dependent costs shall be paid via payroll deduction. The method of determining a cost share shall continue until the adoption and implementation of the Washington Teamsters Welfare Trust plans outlined below. The existing plans in effect include the LEOFF Trust Plan F medical, Plan 3A dental and the VSP vision plan(s). The City shall provide a minimum of \$10,000 in life insurance for each employee.

**18.2** Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage between the insurance company and the employee

are not grievable by the Union and/or the employee and are not subject to binding arbitration.

- 18.3** The Union and the City agree that the implementation of the Teamster Health care plans listed below, shall be in place no later than January 1, 2022 but may be initiated at an early date, at the sole option of the City. The City agrees to maintain coverage on the LEOFF Trust Plans during the transition, so that no loss of coverage occurs for members of the bargaining unit.
- 18.4** The City agrees to provide an additional two (2%) percent wage increase to the wage scales as provided in Appendix A, within 30 calendar days of the transition to the Washington Teamsters Welfare Trust Medical plans. This shall be effective on January 1<sup>st</sup>, 2022 if the plans are not implemented until that date.
- 18.5** Medical: Effective January 1, 2022, (Based on December 2021 hours) or sooner as outlined in 18.1 above, the Employer agrees to provide medical and group health insurance coverage for each employee and their dependents, through Washington Teamsters Welfare Trust, for each employee covered by this Agreement who were compensated for eighty (80) hours or more in the preceding calendar month, as follows:
- WTWT Medical Plan A, including ancillary benefits.  
Life and AD&D Plan A - \$30,000.00 with \$3,000.00 dependent Life  
Time Loss Plan E - \$500.00 per week  
9-month Disability Waiver
- 18.6** Dental: Effective January 1, 2022, (Based on December 2021 hours) or sooner as outlined in 18.1, above the Employer agrees to pay into the Washington Teamsters Dental Trust for Plan "A" for each employee covered by this Agreement who were compensated for eighty (80) hours or more in the preceding calendar month to provide dental coverage for the employee and their dependents.
- 18.7** Vision: Effective January 1, 2022, (Based on December 2021 hours) or sooner as outlined in 18.1, above the Employer agrees to pay into the Northwest Benefits Network Vision Trust for the Extended Vision Plan, for each of its Union employees covered by this Agreement who were compensated for eighty (80) hours or more in the preceding calendar month for the purpose of providing vision coverage for the employee and their dependents.
- 18.8** Retiree Health Care: Effective January 1, 2022 or sooner as outlined in 18.1, above the Employer agrees to pay into the Retiree's Welfare Trust for the RWT Plus XL plan for each employee covered by this Agreement who were compensated for eighty (80) hours or more in the preceding calendar month.



- 18.9** Contributions for the Teamster Trust Benefits: The total amount due shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The City agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and accurate recording of such hours and such amounts paid on behalf of each member of the unit.
- 18.10** Maintenance of Benefits: Effective January 1, 2023 or sooner as outlined in 18.1 above, and for the term of this Agreement, The City of Omak shall remit the total cost of benefits outlined above to the Washington Teamsters Welfare Trust each month. The City of Omak shall be responsible for and shall pay one hundred percent (100%) of the cost of benefits under Washington Teamsters Welfare Trust Plan "A", plus the outlined ancillary benefits, along with Dental Plan "A", Vision Plan EXT and the Retiree Health Care benefits as outlined above.

#### **ARTICLE 19 - DRUG TESTING POLICY**

- 19.1** Purpose. The City has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this Agreement establishes prohibitions regarding alcohol and controlled substances and the right of the City to screen or test employees to determine the presence of alcohol and/or controlled substances.
- 19.2** Prohibition Regarding Alcohol and/or Controlled Substances. The unauthorized use, sale, transfer or possession of alcohol, drugs, controlled substances and/or "mood altering" substances (except the possession or use of prescribed medication, verifiable by a current, properly issued prescription) during work hours (including meal and rest periods), on City property, in City vehicles, or in personal vehicles while conducting City business is prohibited. Violation of this section of the Agreement is just and sufficient cause for immediate discharge.
- A. The use of Marijuana or marijuana products containing measurable amounts of THC or cannabinoids as listed below are considered a controlled subject and prohibited, regardless of any medical prescriptions.
- B. Reporting for work or becoming intoxicated during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or "mood altering" substances is prohibited. Violation of this section of the Agreement will result in disciplinary action that may include discharge.

- C. An employee utilizing prescribed and/or "over-the-counter" medication(s) that could adversely affect job safety or performance must immediately report that fact to the employee's supervisor consistent with the Americans with Disabilities Act (ADA). Knowledge of cautions and warnings printed on the medication container label are the sole responsibility of the employee. Consultation with the employee's attending physician, concerning the effects a substance may have on that employee, may be appropriate.
- D. In the event the employee does notify the Employer immediately upon reporting to work of the fact that such medication is being or will be taken, but does not immediately submit a physician's release, the Employer may determine that the effects of any over-the-counter or prescribed medication may, under the circumstances, impair the employee's ability to safely, properly, and effectively perform the employee's duties and may decline to permit the employee to work until the effects of the medication subside to an acceptable level.
- E. In cases where the employee is instructed by the Employer to remain off work due to the possible side-effects of over-the-counter or prescription medication, the employee may utilize earned, but unused, sick leave benefits in accordance with the Employer's sick leave policy.
- F. Violation of this section of the Agreement will result in disciplinary action which may include discharge.

**19.3** Current Employee Substance Abuse Testing. The applicable substance abuse testing procedures outlined below may be initiated if one (1) of the following events occur:

- A. Management personnel concludes through objective observation, investigation and evaluation that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances.
- B. Where the employee is involved in any accident due to the negligence, inaction or inattention of the employee which results in loss of human life or serious accidents involving bodily injury.
- C. Where the City receives reliable information based upon personal knowledge of an individual, including but not limited to other employees of the City, the medical community, or law enforcement personnel, of involvement by the employee with alcohol and/or controlled substances.



- D. All relevant facts pertaining to an investigation conducted pursuant to the above provisions will be documented in writing and preserved for future reference by the City and the Union.

**19.4 Substance Abuse Testing Procedures.**

- A. The Employer will transport the suspected employee to a pre-determined testing facility.
- B. The employee will be requested to submit to the testing procedures. The employee has the right to refuse to submit to the tests; however, refusal to submit to the tests will be grounds for discharge.
- C. The employee will provide a urine sample, a blood sample or breath sample. The urine sample will be provided for analysis to determine the amount, if any, contained in the employee's urine of all substances listed in paragraph (f) below. The blood or breath sample will be provided for analysis to determine the amount, if any, of ethyl alcohol contained in the employee's blood or breath. The blood and urine samples will be analyzed by a NIDA/SAMHSA approved lab. The breath sample will be analyzed by certified law enforcement personnel or medical facility.
- D. Collection of the specimens will be under the direction of qualified medical or law enforcement personnel. Collection of the specimens will take place as soon as possible following the observation, accident or incident. The employee will cooperate fully in the collection of the specimens. Employee tampering with the specimens or refusal to submit to the test within a reasonable period of time will result in discharge. If the employee is physically unable to provide a urine sample, the blood sample will be analyzed by the laboratory to determine if any of those substances listed in paragraph (f) below are present in the employee's blood. However, within twenty-four (24) hours following the drawing of the blood sample, the employee will submit to a urine test. If the employee fails to provide the urine sample within a twenty-four (24) hour time frame, that action will result in disciplinary measures that may include discharge.
- E. After collection of the specimens, the employee will be transported to the employee's residence or other safe location. The employee may be suspended from work with pay until the test results become available and are evaluated.
- F. All specimens will be forwarded to a NIDA/SAMHSA approved lab for analysis. Strict adherence to the chain of custody requirements will be followed during the transportation of the specimen to the

laboratory. The laboratory will analyze the specimen for the substances listed herein. The laboratory will perform initial screening, and if positive results occur, confirmatory tests on the specimen. The confirmatory test shall be the GC/MS test.

**19.5** Levels. The following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

	<u>Test Level (ng/ml)</u>
Amphetamines .....	1000
Barbiturates .....	300
Benzodiazepines .....	300
Cannabinoids .....	100
Cocaine metabolites .....	300
Methadone .....	300
Methaqualone.....	300
Opiates (Codeine) .....	300
Opiates (Morphine).....	300
Phencyclidine (PCP) .....	25
Propoxyphene .....	300

Level of the positive result for ethyl alcohol..... 0.04 gr/dl

A. All specimens identified as positive on the initial screening shall be confirmed by GC/MS techniques at cut off levels under the rules of the Department of Transportation (DOT) 49 CFR, Part 40, Section 40.29(f).

**19.6** Test Results and files: The laboratory will communicate the test results to the Department Head. The Department Head will evaluate those results, and confer with the Mayor to determine the City's course of action.

A. Test results will be stored at the Personnel Office in a secure file outside the regular personnel files. Access to the file will be extremely restricted--only the Mayor, City Administrator, the applicable Department Head and employee will have access. All records will be treated in the most confidential fashion by the City and the Union. Disclosures, without employee consent, may occur when:

1. The information is compelled by law or judicial or administrative process.
2. The information has been placed at issue in a formal dispute between the Employer and the prospective employee.



3. The information is needed by medical personnel for the diagnosis or treatment of a patient who is unable to authorize disclosure.
- B. All costs associated with substance abuse testing, other than an independent analysis requested by the employee, will be paid by the Employer.
  - C. Should analysis of the specimens indicate a negative level of a substance in an employee's system, the employee will be reinstated to the employee's former position. All test results shall be kept in the Personnel Office in accordance with 19.6(A)
  - D. Should analysis of the specimens indicate a positive level of a substance in an employee's system, the City will have the following options:
    1. Discharge the employee; or
    2. Provide the employee an opportunity to enter into a Last Chance Agreement. Included in the Last Chance Agreement, the employee will be evaluated by a qualified drug/alcohol counselor to determine the extent of the employee's chemical dependency. If, in the opinion of the counselor, the employee requires rehabilitation services, the employee will be placed on a non-paid leave-of-absence for a period not to exceed ninety (90) days and enroll and complete a certified alcohol and/or drug rehabilitation program. An employee may use accumulated sick leave or vacation during this ninety (90) day period. If the employee successfully enrolls and completes the program within ninety (90) days, the employee will be reinstated to the employee's former position. The City reserves the right of concurrence on the selection of the rehabilitation counselor, facility and program content. Cost of the rehabilitation program will be paid by the employee or medical insurance provider (within contractual limitation). The employee will submit semi-weekly written progress reports from the employee's counselor during the entire treatment program. The employee will be reinstated to the employee's former position when the following conditions have been met:
      - a. The employee has successfully completed the treatment program; and
      - b. The attending counselor has formally released the employee to return to work; and

c. The employee agrees to submit to a substance abuse test.

3. During the next twelve (12) months following reinstatement, the employee consents to be tested for the presence of alcohol, drugs and/or controlled substances at any time, with or without cause. Any subsequent violation of this Agreement will be grounds for immediate discharge.

**19.7** Self-Recognized Substance Abuse. Employees with a substance abuse problem must immediately notify their supervisor of their condition. For evaluation purposes, a substance abuse test may be appropriate. If, in the opinion of a qualified drug/alcohol counselor, the employee requires rehabilitation services, the employee will have an option to enroll in a rehabilitation program and be subjected to the guidelines as outlined in Section 19.6 above. Any employee who complies with the above requirements prior to a violation of this policy shall be immediately granted leave without pay in accordance with Section 19.6(D)(2) above.

**19.8** Employer Conducted Searches. The City reserves the right to conduct searches of City property, vehicles or equipment at any time or place. Failure to cooperate with these procedures, without just cause, will be grounds for discharge.

## **ARTICLE 20 - MISCELLANEOUS PROVISIONS**

**20.1** Discrimination: The Employer and the Union agree not to discriminate against any individual because of such individual's race, color, religion, sex, national origin, age, mental, physical or sensory handicap except as allowed or provided by law.

**20.2** Gender: Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

## **ARTICLE 21 - SAVINGS**

Should any section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.



**ARTICLE 22 - CLASSIFICATION/WAGES**

- 22.1** Wage schedule set forth in Appendix “A” reflects the following:
- 22.2** Effective January 1, 2021, the wages for Patrol Officers and Sergeants will be increased by three (3%) percent above the 2020 monthly wage rate.
- 22.3** Effective January 1, 2022, the wage for Patrol Officers and Sergeants will be increased by two-point five (2.5%) percent above the 2021 monthly wage rate.
- 22.4** Effective January 1, 2023, the wage for Patrol Officers and Sergeants will be increased by two-point five (2.5%) percent above the 2022 monthly wage rate.
- 22.5** The wage scale set forth in Appendix “A” shall be increased by two (2%) percent within 30 calendar days of implementing the changes in the Health and Welfare benefits outline in Article 18 of this agreement.
- 22.6** The salaries and wages of employees shall be paid monthly on the first (1st) business day of the month, for the preceding month. Full-time employees and regular part-time employees shall be paid, upon request, a mid-month advance of approximately one-half (1/2) of their monthly net pay (based on their base pay).
- 22.7** Longevity: In addition to the established wage rate, each employee shall be given additional compensation as follows:  
  

5 years	1% of Base Pay as determined by Appendix “A”
10 years	2% of Base Pay as determined by Appendix “A”.
15 years	3% of Base Pay as determined by Appendix “A”.
20 years	4% of Base Pay as determined by Appendix “A”.
- 22.8** Education Incentive: Employees shall receive as additional compensation 1.5% of their monthly Base Pay as determined by Appendix “A” for an AA, or 90 credit hours; and 2.5% of their monthly Base Pay as determined by Appendix “A” for a BA or BS degree; and 5% of their monthly Base Pay as determined by Appendix “A” for a Master’s degree. The 5% Master’s Degree Pay Rate is the only Education Incentive that requires it be in a discipline that is pertinent to the Law Enforcement Field as determined by the Chief of Police after consultation with the Union.
- 22.9** Specialty Incentive Pay: The City recognizes four specific training positions to provide necessary training to members of the Omak Police Department and employees of other agencies in trainings offered by the City of Omak.

These Certifications are: Field Training Officer; Firearms/Taser Instructor; Emergency Vehicle Operation and Defensive Tactics. The assignment to instructor positions is at the discretion of the Chief of Police. Officers who are assigned as an instructor will be paid an additional 1% of their Base Pay as shown on Appendix "A". If an officer holds two certifications and is called upon to provide training to others under both certifications in a month, the officer will be paid 2% of his/her Base Pay as shown on Appendix "A".

Officers assigned as a Field Training Officer shall receive an additional 1.5% of their base pay as shown in Appendix "A" for all hours worked in any month during which they are assigned to provide the training.

- 22.10** Detective Pay: There is a Detective Position that is appointed by the Chief of Police from the ranks of the existing police force in his sole discretion. In recognition of the added responsibility assumed by the individual appointed to the Detective Position, the Position will have an additional \$333.00 per month added to his Base Pay as shown on Appendix "A".



**ARTICLE 23 - TERM OF AGREEMENT AND TERMINATION**

- 23.1** This Agreement shall be binding on the City, the Union, and employees, and shall remain in full force and effect from January 1, 2021, except as otherwise indicated in this CBA to midnight, PST, December 31, 2023. Either party may, at least one hundred fifty (150) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party.
  
- 23.2** If no Agreement is reached for the calendar year following the effective dates of this Agreement, then the provisions of this Agreement shall remain in effect subject to Chapter 41.56, RCW.

IN WITNESS WHEREOF, the parties have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

FOR TEAMSTERS LOCAL 760:

FOR THE CITY OF OMAK:

\_\_\_\_\_  
Leonard J Crouch  
Secretary-Treasurer

\_\_\_\_\_  
Cindy Gagne  
Mayor

## APPENDIX "A" COMPENSATION

### A1. Hourly & Monthly Wage Rates for Officers, Detectives and Sergeants

<i>Effective</i>	01/01/2021	01/01/2022	01/01/2023				
	3% Increase	2.5% Increase	2.5% Increase	Hourly	Monthly		
				Hourly*	Monthly	Hourly	Monthly
				<small>* Includes additional 2% Wage Increase for Article 18- Health and Welfare</small>			
Officer Step 1	\$28.84	\$4,999	\$30.14	\$5,224	\$30.89	\$5,354	
Step 1 - <i>Post Academy</i>	\$30.69	\$5,320	\$32.07	\$5,559	\$32.87	\$5,697	
Officer Step 2	\$32.65	\$5,659	\$34.12	\$5,914	\$34.97	\$6,061	
Upon Completion of the Police Academy and 12-month probationary period							
Officer Step 3	\$33.78	\$5,855	\$35.30	\$6,119	\$36.18	\$6,271	
Upon completion of 3 years of service							
Officer Step 4	\$34.36	\$5,956	\$35.91	\$6,224	\$36.81	\$6,380	
Upon completion of 5 years of service							
Sergeant	\$38.26	\$6,632	\$39.98	\$6,930	\$40.98	\$7,103	
				<small>(Monthly Computation Method: Hourly Rate x 2080 hours / 12 months)</small>			

**A1.1** All steps on the able scale shall be increased by two (2%) percent upon implementation of the WTWT Health and Welfare plans as specified in Article 18 above. The additional 2% shall be applied no later than 30 days after implementation or by January 1, 2022 whichever is sooner.

**A1.2** Employees without academy training shall advance to the academy trained level of Step 1 the first day of the month following the month of graduation.

<b>A2.</b> Longevity Pay:	Over 5 Years	1%
	Over 10 Years	2%
	Over 15 Years	3%
	Over 20 Years	4%
<b>A3.</b> Education Pay:	AA or 90 Credit Hours	1.5%
	BA/BS	2.5%
	Masters (In related LE Field)	5%
<b>A4.</b> Detective Pay	\$333.00 per month	



**A5. Specialty Position Pay**

Firearms Instructor	1% of base pay
Taser Instructor	1% of base pay
EVOC Instructor	1% of base pay
Defensive Tactics Instructor	1% of base pay
Field Training Officer	1% of base pay for all hours worked in the month assigned
Two Certification Maximum	2% of base pay

## APPENDIX "B" - "BILL OF RIGHTS"

**B1.** Employer Rights. The City retains the right to adopt rules for the operation of the Omak Police Department and the conduct of its employees provided that rules do not conflict with City Ordinances, City and State Civil Service rules and regulations as they exist, or any provision of this Agreement. It is agreed that the City has the right to discipline, suspend, or discharge any employee for just cause. Nothing in this Article shall be construed to prevent or prohibit the Police Chief or superior officer from discussing operational matters informally with employees.

**B2.** Employee "Bill of Rights"

1. In an effort to ensure that investigations of an officer of the Omak Police Department are conducted in a manner that is conducive to good order and discipline, employees shall be entitled to the protection of what shall hereafter be termed as the "Employee Bill of Rights."
2. Every employee who becomes the subject of an internal investigation shall be advised in writing at the time of the interview that they are suspected of:
  - a. Committing a criminal offense; or
  - b. Misconduct that would be grounds for termination, suspension, or other disciplinary action; or
  - c. Not being qualified for continued employment with the Police Department.
3. An employee, subject to a non-criminal internal investigation may request a reasonable time not to exceed forty-eight (48) hours to prepare for the interview and to request representation from the Union.
  - a. Prior to a non-criminal interview, the employee shall be provided with a written statement of charges, including allegations and the alleged policy violations.
  - b. If audio or video of the alleged incident is available, the officer shall have the right to review any audio or video prior to the investigatory interview.



4. Any employee who becomes the subject of a criminal investigation shall have all rights accorded by the State and Federal constitutions and Washington law.
5. At the cost of the requesting party and in accordance with Washington State Law, RCW 9.73, the employee or City may request that an investigative interview be recorded, either mechanically or by a stenographer. Upon request, the employee under an investigation shall be provided an exact copy of any written statement the employee has signed or, at the employee's expense, a verbatim transcript of the interview.
6. The employee will be required to answer any questions involving matters under investigation and will be afforded all rights and privileges to which he is entitled under the laws of the State of Washington or the United States. Prior to any questioning, the employee will be notified in writing and acknowledge receipt of the following:

"You are about to be questioned as part of an internal investigation being conducted by the Omak Police Department. You are hereby ordered to answer the questions that are put to you which relate to your conduct and/or job performance and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."
7. Interviewing shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. The employee shall be afforded an opportunity and facilities to contact and consult with a Union representative before being interviewed, and to be represented by the Union representative to the extent permitted by law. The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, consultation with his or her representative, and rest periods.
8. The employee shall be advised of the results of the investigation in writing and any future action to be taken on the incident.
9. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions that pertain to the incident that is the subject of the investigation. Nothing in this section shall prohibit the

Employer from questioning the employee about information that is developed during the course of the interview.

10. Lie Detector Tests: The Employer shall comply with state law with respect to the giving of polygraph or voice stress indicators. No employee shall be required to submit to a polygraph or voice stress indicator.
11. Should any section, subsection, paragraph, sentence, clause or phrase in this Article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this Article.



## APPENDIX "C"

### C1. MEDICAL OR PSYCHOLOGICAL EXAMINATIONS.

1. Statement of Purpose. The purpose of this Article is to balance the interest of the Employer in obtaining a medical or psychological evaluation of an employee to determine the employee's fitness for duty, and the interest of the employee in having those examinations being conducted:
  - a. In the least intrusive manner as possible; and
  - b. In a manner as to protect the employee's right to privacy.
2. Conditions Under Which Evaluation Will Take Place.
  - a. No evaluation will take place without there being a reasonable suspicion to believe that an employee is unfit to perform the job. If the Employer has facts which provide reasonable suspicion that an employee may be unfit for duty, the Employer will bring those facts to the attention of a health care provider chosen by the City from a list of health care providers previously agreed to by the Employer and the Union. In the event the City and the Union do not reach agreement on an appropriate list, the City may select a health care provider of its choosing.
  - b. Any relevant medical history of the employee that the health care provider requests shall be released by the employee to the examining health care provider.
3. Results of the Evaluation. The health care provider will issue a written report to the Employer and the employee. The health care provider shall disclose whether the employee is fit or unfit for duty and can perform the essential functions of the job, whether accommodations are necessary to perform the job and the prognosis for recovery. Additionally, where the employee is unfit for duty, the health care provider shall disclose the cause. If the health care provider believes the employee is fit for duty with accommodations, the health care provider will indicate what accommodations are reasonably necessary to allow the employee to perform the job.
4. As used in this section, "health care provider" refers to a physician, psychologist or psychiatrist or other person licensed as a health care provider.

## APPENDIX "D"

### D1. 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 that a personnel file does not include material relating to medical records, pre-appointment interview forms, 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 seventy-two (72) hours notice before releasing any requested documents. The Employer will allow the employee and the Union the opportunity to legally object to disclosures.
3. Each employee's personnel files shall be open for review by the employee, provided that employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing employee's evaluations. The Employer shall maintain no secret personnel files not subject to inspection. Nothing in this Article shall affect the ability of the Employer to maintain a working file of observations of job performance.



**APPENDIX "E"**

**E1. USE OF FORCE – Deadly or Potentially Deadly Force Application**

1. Statement of Purpose. The parties recognize use of force can be a critical incident in police work. The purpose of this section is to define a procedure for any time a major incident occurs involving a use of deadly or potentially deadly force.
2. Procedures. Any time a major incident occurs involving a use of deadly or potentially deadly force as defined in the Department's Policy and Procedures Manual, the following will apply:

**E2. Initial Department Response:** Upon arrival at a scene where a deadly or potentially deadly use of force has taken occurred, representatives of the Department shall request from the officer that information needed to secure the scene and to follow-up and apprehend any perpetrators of the crime who may be at large.

1. **Public Safety Statement:** The follow information shall be printed and provided to all supervisors who respond or may respond to a Deadly Force incident or a potentially Deadly Force incident.

Date:	Omak Police Department Public Safety Statement (Officer-Involved Shooting)
<b><u>Directions to on-scene supervisor:</u></b> This is a compelled statement. The supervisor compelling this statement: <ul style="list-style-type: none"><li>• Will not deviate from its content.</li><li>• Will write down on this card the answers provided verbatim.</li><li>• Will disseminate public safety information immediately via radio as appropriate.</li></ul>	
The police supervisor receiving this information is required to submit a written statement to the Force Investigations Team. The statement is to include that the Public Safety Statement was formally given to the involved officer, the content of the answers given by the involved officer, and that the supervisor did not deviate from the specified questions.	
"Officer, _____, I am directing you to give me a public safety statement. Due to the immediate need to take action, you are ordered to answer the following questions listed below. If you refuse to answer these questions relating to the performance of your official duties, you will be subject to Department charges, which could result in your dismissal from the Department."	
Requesting Supervisor's Name _____	Ser# _____ Time _____

(front)

"At this time and to the best of your knowledge, please answer the following":

1. From where and in what direction did you fire rounds? \_\_\_\_\_
2. In what direction did the suspect(s) fire rounds? \_\_\_\_\_
3. If you know of anyone injured, what is her/his location? \_\_\_\_\_
4. If any suspects are outstanding, what are their descriptions? \_\_\_\_\_

**Supervisors: If there are no outstanding suspects, proceed directly to question #5, otherwise ask questions #4 (a-d).**

- a. What was their direction of travel? \_\_\_\_\_
  - b. How long have they been gone? \_\_\_\_\_
  - c. With what weapons were they armed? \_\_\_\_\_
  - d. Are there any other safety risks known about the outstanding suspect(s)? \_\_\_\_\_
5. Does any evidence need protection? \_\_\_\_\_
  6. Any known witnesses? \_\_\_\_\_
  7. Where are they located? \_\_\_\_\_

"Officer \_\_\_\_\_, in order to prevent the contamination of your statement, I order you not to discuss the details of this incident with anyone, including your supervisors or staff officers, prior to the arrival of the assigned investigators, with the exception of your legal representation. Remain at the scene until directed otherwise."

(back)

2. The Department will advise the officer involved in the use of force that the officer has the right to be allowed to contact any of the following:
  - a. A spouse;
  - b. Union Representative or Union attorney;
  - c. The officer's personal attorney; and
  - d. Psychologists, psychotherapists, or ministers depending upon the officer's choice.

The officer will be provided to contact any of the above persons telephonically if so requested by the officer. The right to contact the above-listed persons shall not interfere with the employee's obligation to provide all relevant information to the Department as a public employee.

3. The Department will conduct a thorough and competent investigation of the incident, including using appropriate techniques for the preservation of the scene if relevant where the use of force took place. Upon completion of the investigation, all reports and findings will be made available to the Union upon request. If the Department must preserve a chain of custody for weapon or weapons utilized in



the incident, upon return to duty the officer will be issued appropriate replacement weapons.

- E3.** The Department will assign an appropriately trained interviewer to interview the officer during the investigation of the incident.
- E4.** Any interview of the officer involved in a critical injury incident will be done with due consideration for the officer. During the interview, the officer will be given reasonable break periods and the opportunity to confer with a representative. No written or taped statement beyond a verbal summary of the details for the investigating officer will be compelled within forty-eight (48) hours after the incident.
- E5.** If an officer is on sick leave, administrative leave or disability, when either the officer or the Department believes that the officer should return to the officer's regular assignment, at the Department's option the officer will provide a letter from his treating counselor or doctor indicating that the officer is ready to return to his regular duties or to modified duties.

# MEMORANDUM

To: Cindy Gagné, Mayor  
Omak City Council

From: Tyler Wells  
Building Official / Permit Administrator

Date: January 19, 2021

Subject: **Ordinance 1901 Amending OMC Chapter 14 State Building Codes**

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The Attached Ordinance 1901, An Ordinance of The Omak City Council, Adopting Amendments to Chapter 14.12.010 of the City of Omak Municipal Code, is forwarded for your consideration.

The City of Omak has adopted by reference and RCW the 2015 International Codes as stated in OMC 14.12.010.

These International Codes are adopted on a three year cycle per WAC 51-50.

The 2018 Codes were scheduled for implementation in July 2020. Due to Covid-19 this date was pushed to February 1, 2021.

The State Building Code Council has recently voted to delay the implementation of the 2018 codes again to July 2021.

This Ordinance will prevent the City from having to pass a new Ordinance on a three year cycle.

City Attorney Mick Howe has reviewed and approved this Ordinance.

I support the passage of this Ordinance



**ORDINANCE NO. 1901**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OMAK,  
WASHINGTON, ADOPTING THE UPDATED STATE BUILDING CODE BY  
REFERENCE; REPEALING ALL ORDINANCES IN CONFLICT WITH AND;  
SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the Washington State Legislature for the purpose of promoting the health, safety and general welfare of the occupants or users of buildings and structures, and the general public, has directed through Chapter 19.27 RCW that there be in effect the State Building Codes; and

**WHEREAS**, The City Council recognizes the necessity to amend the City of Omak's Building and Construction ordinances in order to reflect changes in Washington statutes and administrative rules in a comprehensive matter.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OMAK,  
WASHINGTON, DO ORDAIN as follows:**

**Section 1. Repeal Section 14.12.010 Adoption by reference.**

**Repeal:**

**14.12.010 Adoption by reference.**

There shall be in effect in the City of Omak the State Building Code which consists of the following codes which are hereby adopted by reference:

(a) International Building Code. The 2015 Edition of the International Building Code, including Appendix E and Appendix J, published by the International Code Council, is hereby adopted by reference as amended by Chapter 51-50 WAC; and

(b) International Residential Code. The 2015 Edition of the International Residential Code as published by the International Code Council is hereby adopted by reference with the following additions, deletions, and exceptions: provided, that Chapters 11 and 25 through 43 of this code are not adopted. Energy code is regulated by Chapter 51-11 WAC; plumbing code is regulated by Chapter 51-56 WAC; electrical code is regulated by Chapter 296-46B WAC. Appendix G, Swimming Pools, Spas and Hot Tubs, is included in adoption of the International Residential Code as amended by Chapter 51-51 WAC; and

(c) International Mechanical Code. The 2015 Edition of the International Mechanical Code published by the International Code Conference is hereby adopted by reference, as amended by Chapter 51-52 WAC, except that the standards for liquefied petroleum gas installations



shall be NFPA 58 (Storage and Handling of Liquefied Petroleum Gases) and ANSI Z223.1/NFPA 54 (National Fuel Gas Code); and

(d) International Fire Code. The 2015 Edition of the International Fire Code, published by the International Code Council, is hereby adopted by reference including those standards of the National Fire Protection Association specifically referenced in the International Fire Code as amended by Chapter 51-54 WAC together with the following appendices which are specifically adopted:

- (1) Appendix B, Fire Flow for Buildings.
- (2) Appendix C, Fire Hydrant Location.
- (3) Appendix D, Fire Apparatus Access Roads.
- (4) Appendix E, Hazard Categories.
- (5) Appendix G, Cryogenic Fluids – Weight and Volume Equivalents.

Provided, that, notwithstanding any wording in this code, participants in religious ceremonies shall not be precluded from carrying handheld candles; and

(e) Uniform Plumbing Code. The 2015 Edition of the Uniform Plumbing Code, published by the International Association of Plumbing and Mechanical Officials, as amended by Chapters 51-56 and 51-57 WAC, is hereby adopted by reference with the following additions, deletions and exceptions: provided, that Chapters 12 and 15 of this code are not adopted; provided further, that those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in Chapter 5 and those portions of the code addressing building sewers are not adopted; and

(f) The rules adopted by the council establishing standards for making buildings and facilities accessible to and usable by the physically disabled or elderly persons as provided in RCW 70.92.100 through 70.92.160; and

(g) Chapter 51-11 WAC, Washington State Energy Code. (Ord. 1831 § 1, 2016: Ord. 1684 § 1, 2010).

Replace with:

14.12.010 Adoption by reference.

There shall be in effect in the city of Omak the State Building Code which consists of the following codes which are hereby adopted by reference:

(a) International Building Code. The most recently adopted Edition of the International Building Code, including Appendix E and Appendix J,



published by the International Code Council, is hereby adopted by reference as amended by Chapter 51-50 WAC; and

(b) **International Residential Code.** The most recently adopted Edition of the International Residential Code as published by the International Code Council is hereby adopted by reference with the following additions, deletions, and exceptions: provided, that Chapters 11 and 25 through 43 of this code are not adopted. Energy code is regulated by Chapter 51-11 WAC; plumbing code is regulated by Chapter 51-56 WAC; electrical code is regulated by Chapter 296-46B WAC. Appendix G, Swimming Pools, Spas and Hot Tubs, is included in adoption of the International Residential Code as amended by Chapter 51-51 WAC; and

(c) **International Mechanical Code.** The most recently adopted Edition of the International Mechanical Code published by the International Code Conference is hereby adopted by reference, as amended by Chapter 51-52 WAC, except that the standards for liquefied petroleum gas installations shall be NFPA 58 (Storage and Handling of Liquefied Petroleum Gases) and ANSI Z223.1/NFPA 54 (National Fuel Gas Code); and

(d) **International Fire Code.** The most recently adopted Edition of the International Fire Code, published by the International Code Council, is hereby adopted by reference including those standards of the National Fire Protection Association specifically referenced in the International Fire Code as amended by Chapter 51-54 WAC together with the following appendices which are specifically adopted:

- (1) Appendix B, Fire Flow for Buildings.
- (2) Appendix C, Fire Hydrant Location.
- (3) Appendix D, Fire Apparatus Access Roads.
- (4) Appendix E, Hazard Categories.
- (5) Appendix G, Cryogenic Fluids – Weight and Volume Equivalents.

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Provided, that, notwithstanding any wording in this code, participants in religious ceremonies shall not be precluded from carrying handheld candles; and

(e) **Uniform Plumbing Code.** The most recently adopted Edition of the Uniform Plumbing Code, published by the International Association of Plumbing and Mechanical Officials, as amended by Chapters 51-56 and 51-57 WAC, is hereby adopted by reference with the following additions, deletions and exceptions: provided, that Chapters 12 and 15 of this code are not adopted; provided further, that those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in Chapter 5 and those portions of the code addressing building sewers are not adopted; and

(f) The rules adopted by the council establishing standards for making buildings and facilities accessible to and usable by the physically disabled or elderly persons as provided in RCW 70.92.100 through 70.92.160; and

(g) Chapter 51-11 WAC, Washington State Energy Code. (Ord. 1831 § 1, 2016: Ord. 1684 § 1, 2010).

**Section 2.** The latest adopted editions of the State Building Codes shall be applicable to all permit applications vested on or after the adoption date.

**Section 3.** This ordinance shall become effective from and after its passage by a majority vote of the City Council, approval by the Mayor, and five days after publication of a summary of the ordinance, as required by law.

**APPROVED AND ADOPTED** by the City Council of the City of Omak, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED:**

---

Cindy Gagné, Mayor



**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

Filed with City Clerk: \_\_\_\_\_  
Passed by City Council: \_\_\_\_\_  
Date Published: \_\_\_\_\_  
Date Effective: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the City Council of the City of  
Omak passed Ordinance No.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Connie Thomas, City Clerk