



# AGENDA

## STAFF PRESENTATIONS

## PUBLIC COMMENT

### SHORELINE CITY COUNCIL

### VIRTUAL/ELECTRONIC REGULAR MEETING

Monday, September 28, 2020  
7:00 p.m.

Held Remotely on Zoom  
<https://zoom.us/j/95015006341>

**In an effort to curtail the spread of the COVID-19 virus, the City Council meeting will take place online using the Zoom platform and the public will not be allowed to attend in-person. You may watch a live feed of the meeting online; join the meeting via Zoom Webinar; or listen to the meeting over the telephone.**

**The City Council is providing opportunities for public comment by submitting written comment or calling into the meeting to provide oral public comment. To provide oral public comment you must sign-up by 6:30 p.m. the night of the meeting. Please see the information listed below to access all of these options:**



[Click here to watch live streaming video of the Meeting on shorelinewa.gov](#)



Attend the Meeting via Zoom Webinar: <https://zoom.us/j/95015006341>



Call into the Live Meeting: 888-475-4499 or 253-215-8782  
Webinar ID: 950 1500 6341



[Click Here to Sign-Up to Provide Oral Testimony](#)

*Pre-registration is required by 6:30 p.m. the night of the meeting.*



[Click Here to Submit Written Public Comment](#)

*Written comments will be presented to Council and posted to the website if received by 4:00 p.m. the night of the meeting; otherwise they will be sent and posted the next day.*

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. ROLL CALL		
(a) Proclamation of Safe Shoreline Month	<u>2a-1</u>	
3. REPORT OF THE CITY MANAGER		
4. COUNCIL REPORTS		
5. PUBLIC COMMENT		

*Members of the public may address the City Council on agenda items or any other topic for three minutes or less, depending on the number of people wishing to speak. The total public comment period will be no more than 30 minutes. If more than 10 people are signed up to speak, each speaker will be allocated 2 minutes. Please be advised that each speaker's testimony is being recorded. Speakers are asked to sign up by 6:30 p.m. the night of the meeting via the [Remote Public Comment Sign-in form](#). Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed.*

<b>6.</b>	<b>APPROVAL OF THE AGENDA</b>		7:20
<b>7.</b>	<b>CONSENT CALENDAR</b>		7:20
	(a) Approving Expenses and Payroll as of September 11, 2020 in the Amount of \$1,532,703.33	<u>7a-1</u>	
	(b) Adopting the 2021 Community Development Block Grant Funding (CDBG) and Contingency Plan and the 2021-2022 Human Services Funding Plan, and Authorizing the City Manager to Execute Contracts to Implement Approved Programs and Projects	<u>7b-1</u>	
	(c) Authorizing the City Manager to Execute a Janitorial Services Contract with Kellermeyer Bergensons Services, LLC in the Amount of \$325,514.13 to Clean City of Shoreline Facilities	<u>7c-1</u>	
	(d) Authorizing the City Manager to Enter Into a Title VI Nondiscrimination Agreement with the Washington State Department of Transportation	<u>7d-1</u>	
	(e) Adopting Ordinance No. 899 - Authorizing Acquisition of Certain Real Property located at 709 N. 150 <sup>th</sup> Street, Tax Parcel 182604-9211, for Public Park Purposes by Negotiated Voluntary Purchase, Under Threat of Condemnation, or by Condemnation	<u>7e-1</u>	
	(f) Adopting Resolution No. 465 – Approving the Surplus of a 2006 Ford E450 Mini Passenger Bus in Accordance with Shoreline Municipal Code Section 3.50.030(B)	<u>7f-1</u>	
	(g) Authorizing the City Manager to Obligate \$663,621 of Connecting Washington Funding for Design of the SR523 (N/NE 145 <sup>th</sup> Street) Aurora Avenue N to I-5 Project	<u>7g-1</u>	
	(h) Authorizing the City Manager to Obligate \$11,836,379 of Connecting Washington Funding for Right-of-Way Acquisition for Phase 1 of the SR523 (N/NE 145 <sup>th</sup> Street) Aurora Avenue N to I-5 Project	<u>7h-1</u>	
<b>8.</b>	<b>STUDY ITEMS</b>		
	(a) Discussing Ordinance No. 894 - Granting a Non-Exclusive Franchise to Comcast to Construct, Maintain, Operate, Replace, and Repair a Cable System Over, Along, Under, and Through Designated Public Rights-of-way in the City of Shoreline	<u>8a-1</u>	7:20
	(b) Discussing Resolution No. 463 Amending the Employee Handbook	<u>8b-1</u>	7:40
<b>9.</b>	<b>ADJOURNMENT</b>		8:10

*Any person requiring a disability accommodation should contact the City Clerk's Office at 801-2230 in advance for more information. For TTY service, call 546-0457. For up-to-date information on future agendas, call 801-2230 or see the web page at [www.shorelinewa.gov](http://www.shorelinewa.gov). Council meetings are shown on Comcast Cable Services Channel 21 and Verizon Cable Services Channel 37 on Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m. Online Council meetings can also be viewed on the City's Web site at <http://shorelinewa.gov>.*

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Proclamation Declaring Safe Shoreline Month		
<b>DEPARTMENT:</b>	Office of Emergency Management Shoreline Police Department		
<b>PRESENTED BY:</b>	Jason McMillan, Emergency Management Coordinator Paula Kieland, Shoreline Police Community Outreach Officer		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Proclamation

**ISSUE STATEMENT:**

Every year disasters and local emergencies disrupt the lives of thousands throughout the United States. Being prepared for such incidents can reduce fear, anxiety and losses that might otherwise occur as well as help the community recover and get back to normal. To highlight emergency preparedness, the month of October has been declared "Washington State Disaster Preparedness Month".

As well, the vitality of our City depends on how safe we keep our homes, businesses, neighborhoods and schools. To remind our citizens to stay vigilant about community safety and crime prevention, the month of October has also been declared "National Crime Prevention Month".

Given the confluence of these awareness campaigns, the City is proclaiming the month of October as Safe Shoreline Month. This proclamation highlights the proactive and innovative work the City is doing in the areas of policing and emergency management. Programs such as Ready Shoreline, Map Your Neighborhood, the Community Emergency Response Team (CERT), Shoreline Watch, and R.A.D.A.R. bring staff, police and the community members together to focus on building trusted relationships and strong, prepared neighborhoods.

Community members and business are encouraged to implement preparedness and prevention measures and to participate in these City sponsored programs.

**RECOMMENDATION**

The Mayor should read and present the proclamation.

Approved By:      City Manager **DT**      City Attorney **MK**



## PROCLAMATION

WHEREAS, the City of Shoreline places a high priority on the safety and security of its citizens; and

WHEREAS, the City Council has established a Goal to “promote and enhance the city’s safe community and neighborhood programs and initiatives”; and

WHEREAS, the Shoreline Police Department has established Shoreline Watch, and the R.A.D.A.R program, among others initiatives, to engage the community in crime prevention activities and provide policing that is responsive to residents’ mental health needs; and

WHEREAS, the Shoreline Office of Emergency Management focuses on community preparedness by training residents to be ready for disasters with the Ready Shoreline, Map Your Neighborhood, Emergency Communications System and Community Emergency Response Team programs; and

WHEREAS, the month of October has been declared “Washington State Disaster Preparedness Month” and “National Crime Prevention Month”;

NOW, THEREFORE, I, Will Hall, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, do hereby proclaim the month of October 2020 as

## SAFE SHORELINE MONTH

in the City of Shoreline and urge all our citizens to implement emergency preparedness and crime prevention measures at home, at work, and in their vehicles and to participate with their neighbors in emergency preparedness and crime prevention activities.

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Will Hall, Mayor

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Approval of Expenses and Payroll as of September 11, 2020
<b>DEPARTMENT:</b>	Administrative Services
<b>PRESENTED BY:</b>	Sara S. Lane, Administrative Services Director

**EXECUTIVE / COUNCIL SUMMARY**

It is necessary for the Council to formally approve expenses at the City Council meetings. The following claims/expenses have been reviewed pursuant to Chapter 42.24 RCW (Revised Code of Washington) "Payment of claims for expenses, material, purchases-advancements."

**RECOMMENDATION**

Motion: I move to approve Payroll and Claims in the amount of \$1,532,703.33 specified in the following detail:

**\*Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
8/9/20-8/22/20	8/28/2020	93014-93234	17096-17112	80278-80285	\$957,104.26
					<u>\$957,104.26</u>

**\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
8/30/2020	80229	80229	\$4,304.00
9/1/2020	80230	80246	\$127,378.78
9/1/2020	80247	80247	\$14,298.00
9/1/2020	80248	80255	\$31,714.66
9/1/2020	80256	80277	\$158,586.47
9/6/2020	80286	80303	\$189,130.58
9/6/2020	80304	80307	\$6,582.85
9/6/2020	80308	80328	\$43,603.73
			<u>\$575,599.07</u>

Approved By: City Manager \_\_\_\_\_ City Attorney \_\_\_\_\_

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Adoption of the 2021 Community Development Block Grant Funding and Contingency Plan and the 2021-2022 Human Services Funding Plan and Authorization for the City Manager to Execute Contracts to Implement Approved Programs and Projects
<b>DEPARTMENT:</b>	Community Services Division
<b>PRESENTED BY:</b>	Bethany Wolbrecht-Dunn, Interim Community Services Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Every other year the City reviews its human services funding allocation and develops a new two-year Funding Plan. Shoreline’s funding for human services supports a system of local and regional services that together provide Shoreline residents with access to an array of services to enhance their well-being and to mitigate pressing needs. This plan specifies how the City will allocate both City General Fund dollars and federal Community Development Block Grant (CDBG) funds. In order to use CDBG funding, the City must hold a public hearing and adopt the Human Service Funding Plan’s proposed use of CDBG funding each year.

This funding package implements the Council’s direction to increase funding for the Human Services Funding Plan yearly through 2022 and to prioritize services focused on basic needs and counseling. These services both secure a foundation of support for the community and are key elements of the City’s response to homelessness.

The 2021-2022 Human Services Funding Plan provides support to 24 programs projected to serve 3,000 residents with services that give them access to supports that address basic needs, provide mental health and counseling support, sustain older adults in the community and support healthy youth and family services.

On September 14, 2020, the City Council held a public hearing and reviewed the staff recommendation for the Funding Plan. The Council was unanimously in support of the staff recommendation and directed this item to be brought forward for adoption at tonight’s Council meeting.

**FINANCIAL IMPACT:**

The 2021-2022 Human Services Funding Plan anticipates that the City of Shoreline will have a total of \$916,627 to allocate for human services in 2021 and \$916,688 in 2022. For 2021, this includes \$440,082 of General Fund revenues, \$323,558 of Federal

CDBG funds and \$152,987 in restricted/dedicated revenues. The table below shows all human service funding including General Fund and CDBG revenues for 2021-2022:

<b>2021-2022 Human Service Funding Categories</b>	<b>2021 Funding Amount est.</b>	<b>2022 Funding Amount, est.</b>
Unrestricted General Fund Revenue*	\$440,082	\$440,082
Restricted/Dedicated Revenue	\$152,987	\$153,048
<b>Total General Fund</b>	<b>\$593,069</b>	<b>\$593,130</b>
CDBG Capital Project Funding	\$155,307	\$155,307
CDBG Regional Program Funding (Home Repair and Homeless Response)	\$97,068	\$97,068
CDBG Administration and Planning Funding	\$71,183	\$71,183
<b>Total CDBG</b>	<b>\$323,558</b>	<b>\$323,558</b>
<b>Total CDBG and General Fund Human Service Funding</b>	<b>\$916,627</b>	<b>\$916,688</b>

\*While the General Fund allocations for competitive Human Services funding is budgeted as \$418,389 (0.95% of reoccurring General Fund revenues) for 2021 and \$461,774 (1.0% of reoccurring General Fund revenues) for 2022, staff recommends allocating the funds equally over the two years of the biennium.

**RECOMMENDATION**

Staff recommends that Council move to adopt the 2021 Community Development Block Grant funding and the 2021-2022 Human Service Plan and authorize the City Manager to execute agreements with the applicable agencies for the funded programs.

Approved By:           City Manager **DT**   City Attorney **MK**

## BACKGROUND

Shoreline’s funding for human services supports a system of services, some local and some regional in scope, that together provide Shoreline residents with access to an array of services to enhance the community’s well-being and to address individuals pressing needs. Every two years, the City develops a Human Services Funding Plan to specify how it will allocate competitive grant funds for this system. This year the City along with other suburban cities in King County, conducted a coordinated common-application process for agencies. Through the competitive allocations process the City received 44 applications for programs, which requested a total of \$799,326 in 2021 funding.

The City Council set a goal of allocating 1.0% of Net General Fund (GF) revenues for competitively allocated human services by the year 2022. This results in a gradual increase each year between 2017 and 2022. The 2021-2022 projections for allocation are set at 0.95% and 1.0% of Net GF Revenues for 2021 and 2022 respectively. The staff report for this 2017 human services funding policy discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport031416-9a.pdf>.

On July 13, 2020, staff presented Council with updates on the potential financial impact of the COVID-19 Pandemic on the 2021-2022 City Budget. The staff report from this Council discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport071320-9a.pdf>.

Staff have used those GF estimates to calculate 0.95% and 1.0% of Net GF Revenues for 2021 and 2022 to meet the Council goal set forth in 2017.

Basis	2021	2022	2-year total
GF Recurring Revenue Basis	0.95%	1.00%	
July 2020 Council Update	\$418,389	\$461,774	\$880,163

While the GF allocations for competitive Human Services funding is budgeted as \$418,389 (0.95% of reoccurring GF revenues) for 2021 and \$461,774 (1.0% of reoccurring GF revenues) for 2022, staff recommends allocating the funds equally over the two years of the biennium. Thus, the City will allocate \$440,082 in 2021 and \$440,082 in 2022 to support services provided by agencies that submit applications through the competitive human services allocation process. The City also uses an additional \$152,987 of dedicated revenues in the General Fund to support services in the areas of substance abuse, domestic violence and financial assistance.



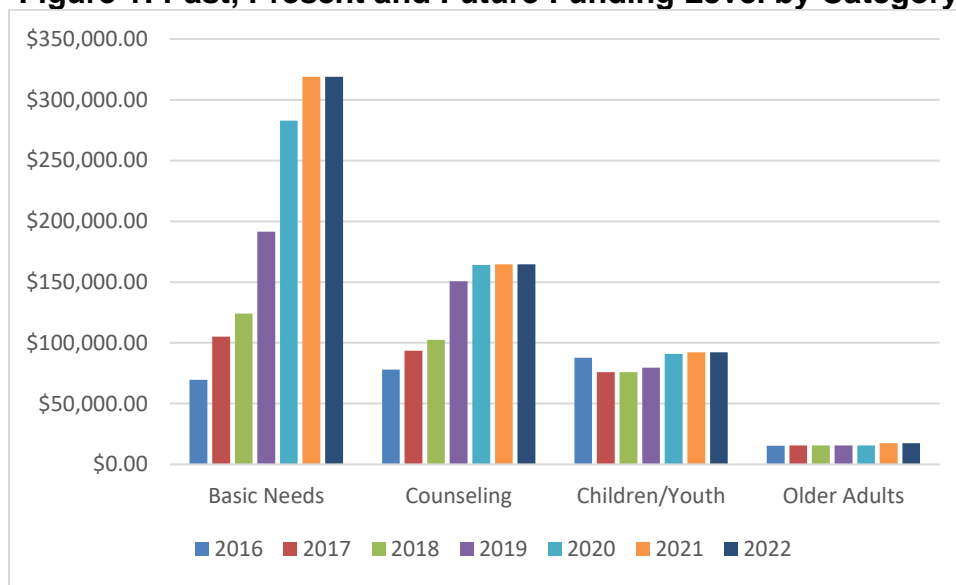
On September 14, 2020, the City Council held a public hearing and reviewed the staff recommendation for the Funding Plan and CDBG Funding. The staff report for this Council discussion item can be found at the following link:  
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## DISCUSSION

The 2021-2022 Human Services Funding Plan provides support to 24 programs through the competitive funding process and is projected to serve 3,000 residents with services that give them access to supports that address basic needs, provide mental health and counseling support, sustain older adults in the community and support healthy youth and family services.

The 2021-2022 Proposed Human Service Funding Plan provides increased funding across several priority areas and maintains the City’s partnerships with agencies serving the array of needs in the community. The human services funding allocation from 2016 through 2022 by funding category are noted in Figure 1 below:

**Figure 1: Past, Present and Future Funding Level by Category**



Attachment B to this staff report provides the CDBG Funding and Contingency Plan, which indicates the specific agencies and programs that are proposed to receive CDBG funding. Because these totals are estimates developed prior to the federal appropriation of CDBG funding, staff plans for a variance of +/- 10%. Changes greater than that will require further Council action. Attachment C to this staff report provides descriptions of the services that will be funded with the CDBG funding. The proposed total funding for CDBG human service funds is \$323,558.

As noted above, on September 14, 2020, the City Council held a public hearing and reviewed the staff recommendation for the proposed 2021-2022 Human Services Funding Plan. Following the public hearing and Council discussion, Council expressed their unanimous support for the proposed Funding Plan and directed that this item be

brought forward for adoption at tonight's Council meeting. Tonight, Council is scheduled to adopt the 2021-2022 Human Service Funding Plan, adopt the 2021 Community Development Block Grant Funding and Contingency Plan, and authorize the City Manager to execute agreements with the applicable agencies for the funded programs.

**FINANCIAL IMPACT**

The 2021-2022 Human Services Funding Plan anticipates that the City of Shoreline will have a total of \$916,627 to allocate for human services in 2021 and \$916,688 in 2022. For 2021, this includes \$440,082 of General Fund revenues, \$323,558 of Federal CDBG funds and \$152,987 in restricted/dedicated revenues. The table below shows all human service funding including General Fund and CDBG revenues for 2021-2022:

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**RECOMMENDATION**

Staff recommends that Council move to adopt the 2021 Community Development Block Grant funding and the 2021-2022 Human Service Plan and authorize the City Manager to execute agreements with the applicable agencies for the funded programs.

**ATTACHMENTS**

- Attachment A: 2021-2022 Human Service Funding Plan
- Attachment B: 2021 CDBG Funding and Contingency Plan
- Attachment C: 2021 CDBG Capital Projects and Regional Program Funding Descriptions

ATTACHMENT A: 2021-2022 Human Service Funding Plan

Agency Name	Program Name	2021 Request	2020 Funded	2021 Proposed	2022 Proposed	Two Year Totals
Crisis Clinic	Crisis Line	\$ 10,000	\$ 7,500	\$ 8,000	\$ 8,000	\$ 16,000
Crisis Clinic	King County 2-1-1	\$ 12,500	\$ 12,000	\$ 12,500	\$ 12,500	\$ 25,000
Hopelink	Employment	\$ 42,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 20,000
Hopelink	Family Development	\$ 25,200	\$ 11,000	\$ 11,000	\$ 11,000	\$ 22,000
Hopelink	Family Housing	\$ 25,750	\$ 25,000	\$ 25,750	\$ 25,750	\$ 51,500
Hopelink	Adult Education	\$ 21,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 12,000
Hopelink	Financial Assistance	\$ 92,628	\$ 27,000	\$ 27,000	\$ 27,000	\$ 54,000
Hopelink	Emergency Food	\$ 86,730	\$ 48,000	\$ 59,000	\$ 59,000	\$ 118,000
Lake City Partners	Winter Shelter	\$ 20,000	\$ 15,000	\$ 18,612	\$ 18,612	\$ 37,224
Lake City Partners	Housing Program Outreach	\$ 25,000	\$ 11,000	\$ 25,000	\$ 25,000	\$ 50,000
Mary's Place	A Place to Call Home	\$ 10,000	\$ -	\$ 5,000	\$ 5,000	\$ 10,000
Harborview Medical Center	Center for Sexual Assault & Traumatic Stress	\$ 5,150	\$ 5,000	\$ 5,150	\$ 5,150	\$ 10,300
King County Sexual Assault Resource Center	King County Sexual Assault Resource Center	\$ 8,320	\$ 8,000	\$ 8,320	\$ 8,320	\$ 16,640
Center for Human Services	Behavioral Health	\$ 130,800	\$ 109,000	\$ 109,000	\$ 109,000	\$ 218,000
Center for Human Services	Family Support Programs	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 160,000
Child Care Resources	Information & Referral	\$ 8,084	\$ 5,000	\$ 5,000	\$ 5,000	\$ 10,000
Wonderland Child & Family Services	The Next Level	\$ 7,250	\$ 6,000	\$ 7,250	\$ 7,250	\$ 14,500
Sound Generations	Community Dining	\$ 10,000	\$ 6,500	\$ 7,500	\$ 7,500	\$ 15,000
Sound Generations	Meals on Wheels	\$ 5,991	\$ 5,000	\$ 6,000	\$ 6,000	\$ 12,000
Sound Generations	Volunteer Transportation	\$ 8,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 8,000
<b>Totals for Competitive Allocation</b>		<b>\$ 634,403</b>	<b>\$ 401,000</b>	<b>\$ 440,082</b>	<b>\$ 440,082</b>	<b>\$ 880,164</b>

Other Programs Supports/Fund Source		2020 Funded	2021 Proposed	2022 Proposed	Two Year Totals
Hopelink/City Utility Revenue (GF)	Utility Assistance	\$ 25,000	\$ 25,000	\$ 25,000	\$ 50,000
Hopelink/Substitute House Bill 1406	Affordable and Supportive Housing	\$ 81,700	\$ 85,929	\$ 85,929	\$ 171,858
CHS/State Shared Revenue*	Behavioral Health/Substance Abuse	\$ 14,850	\$ 15,453	\$ 15,514	\$ 30,967
New Beginnings/State Shared Revenue**	Domestic Violence Services	\$ 26,605	\$ 26,605	\$ 26,605	\$ 53,210
<b>Total for Other Programs</b>		<b>\$ 148,155</b>	<b>\$ 152,987</b>	<b>\$ 153,048</b>	<b>\$ 306,035</b>

**TOTALS FOR ALL PROGRAMS** **\$ 549,155   \$ 593,069   \$ 593,130   \$ 1,186,199**

Priority Areas	Proposed 2021	Proposed 2022
Basic Needs	\$ 318,791	\$ 318,791
Counseling/Behavioral Health	\$ 164,528	\$ 164,589
Children/Youth	\$ 92,250	\$ 92,250
Older Adults	\$ 17,500	\$ 17,500
	<b>\$ 593,069</b>	<b>\$ 593,130</b>

## 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AND CONTINGENCY PLAN

Since the Community Development Block Grant (CDBG) funds for 2021 are an estimate from the federal government, Shoreline must adopt both a funding and a contingency plan to deal with possible variations in the amount available. Plans must be made in case the amount available increases or decreases by up to 10% of the amount currently estimated. In addition, if an applicant later declines funds, the adoption of a contingency plan of action will expedite the process of reallocation.

<b>2021 Estimated CDBG Funding Totals by Source</b>	<b>Amount</b>
Share of 2021 Entitlement Grant Allocation	\$323,558
Program Income*	\$0
<b>Total CDBG Revenue</b>	<b>\$323,558</b>
<b>2021 Estimated CDBG Allocation</b>	
<b>Amount</b>	
<b>Local Allocation - 48%</b>	
Sound Generations – Minor Home Repair	\$92,100
Housing Development – Contingency	\$63,207
<b>CDBG Capital Project Funding</b>	<b>\$155,307</b>
<b>Regional Allocation and Program Administration - 52%</b>	
King County Housing Stability Program (5%)	\$16,178
King County Major Home Repair Program (25%)**	\$80,890
<b>CDBG Regional Program Funding</b>	<b>\$97,068</b>
King County Administration and Planning (10%)**	\$32,356
King County Capital Set Aside (2%)	\$6,471
City of Shoreline Administration and Planning (10%)**	\$32,356
<b>CDBG Administration and Planning Funding</b>	<b>\$71,183</b>
<b>Total CDBG Allocations</b>	<b>\$323,558</b>

\*Fluctuates depending on loan repayments each year

\*\*Percentage set in the Inter-local Agreement

## **CDBG Contingency Plan**

Shoreline must adopt a contingency plan if the amount of federal funds available increases or decreases by up to 10% of the estimate. In addition, if an applicant later declines funds, the adoption of a contingency plan will expedite the process of reallocation.

1. If additional funding becomes available:
  - a. **Capital Projects**  
If additional CDBG Capital funds become available in 2021, any additional revenue up to \$5,000 will be allocated to the Sound Generations Minor Home Repair Program. Any remaining additional funds will be added to the contingency project.
  - b. **Planning & Administration**  
If additional CDBG Planning and Administration funds become available in 2021, the City will use these funds for planning and administration purposes.
2. If funding reductions are necessary:
  - a. **Capital Projects.**  
In the event CDBG Capital funds are reduced in 2021, the Housing Contingency Project will be reduced accordingly.
  - b. **Planning & Administration**  
In the event CDBG Planning and Administration funds are reduced in 2021, the City will reduce the amount of revenue allocated to planning and administration purposes.

## **2021 Community Development Block Grant (CDBG) Capital Projects and Regional Program Funding Descriptions**

### **2021 CDBG Local Option**

Staff recommends allocating the full amount of the City's Local Option portion of the 2021 CDBG to support the retention and/or development of affordable housing. The anticipated \$155,307 will support two programs: Sound Generation's Minor Home Repair Program and Future Affordable Housing Development.

### **Minor Home Repair Program – \$92,100**

This program fills the gap between the major home repair program, targeted to larger planned projects and emergency repairs, and small electrical, carpentry and plumbing repairs needed by homeowners on a frequent basis to keep their homes safe and in good repair.

The Minor Home Repair Program is targeted to income eligible residents (at or below 80% of the Area Median Income, which is currently \$76,200 for a 2 -person household) and most are older adults in households between 30% and 50% of Area Median Income. Homeowners pay \$10.00 per hour for the service, plus the cost of materials. The grant pays for personnel costs relating to the program. Given the age of Shoreline's housing stock, the high number of older adults aging in place and the number of low- and moderate-income homeowners, this program is in high demand. The program is contracted to Sound Generations and there is no other non-City funding source for this program.

### **Housing Development – Contingency - \$63,207**

At this time there are no projects far enough along in the development process to make a decision on the appropriate way to use CDBG funding. While there are some projects under some consideration, their development timeline and needs are as yet uncertain, and it would be premature to make a commitment of federal funds for such a project. Staff anticipates that there will be future allocations of CDBG funding in the coming years. As the development opportunities are better understood, staff looks to combine multiple years of CDBG funding to provide a more impactful level of support to a specific project.

## **2021 CDBG Regional Programs**

Shoreline's Inter-local Agreement with King County allocates City CDBG funds to two regional programs that serve Shoreline residents. The amount of funding to each program is set by formula in the Agreement:

### **King County Housing Stability Program: \$16,178**

A key strategy towards preventing homelessness involves keeping families in their current housing. The Housing Stability Project makes one-time loans and/or grants to homeowners and tenants in danger of eviction or foreclosure because of short-term financial difficulties. It also provides loans or grants to homeless families and individuals who need assistance moving to permanent housing, and limited assistance for other types of moves. Support for this program is set at 5% of all Consortium Cities' CDBG funding.

### **King County Major Home Repair: \$80,890**

The King County Housing Repair Program administers the Major Home Repair program on Shoreline's behalf. The allocation to this program for each city is set in the Inter-local Agreement at 25% the City's total CDBG amount. Shoreline has made this service available to its residents since it first chose to participate in the CDBG Consortium. This program provides emergency grants and interest free loans to income eligible homeowners. Loans are recouped as revenue to the program when a home sells; hence the amount available to disperse varies from year to year.

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute a Janitorial Services Contract with Kellermeyer Bergensons Services, LLC in the Amount of \$325,514.13 to Clean City of Shoreline Facilities
<b>DEPARTMENT:</b>	Administrative Services Department
<b>PRESENTED BY:</b>	Sara Lane, Administrative Services Director Dan Johnson, Parks, Fleet & Facilities Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The City's current janitorial services contract expires on December 31, 2020. In preparation for 2021, staff requested proposals from qualified janitorial service companies. Four companies submitted proposals to provide this service and based on an evaluation of specific criteria, Kellermeyer Bergensons Services (KBS), LLC rated the highest.

Staff is requesting that the City Council authorize the City Manager to execute a janitorial services contract with KBS in the amount of \$325,514.13 to clean City of Shoreline Facilities with the exception of the Shoreline Swimming Pool, which was removed from the cleaning schedule.

**RESOURCE/FINANCIAL IMPACT:**

KBS submitted their fee schedule, consisting of \$325,514.13 to clean City facilities, including specialty cleaning and consumable products and supplies identified in the City's RFP. There is funding in the City's proposed 2021 Operating Budget to complete the scope of work.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute a janitorial services contract in the amount of \$325,514.13 with Kellermeyer Bergensons Services, LLC to clean City of Shoreline facilities.

Approved By:            City Manager **DT**    City Attorney **MK**



## **BACKGROUND**

The City of Shoreline has historically contracted with private janitorial companies to clean City facilities. While the City's current contractor, Varsity Facility Services (VFS) has been performing this service, their final contract term will expire on December 31, 2020. VFS, now known as Kellermeyer Bergensons Services (KBS), LLC is familiar with the City's facilities and contracting requirements. The facilities cleaning tasks are identified in Attachment A to this staff report.

The City facilities identified for cleaning include Shoreline City Hall, the Shoreline Police Station and Jails, Spartan and Richmond Highlands Recreation Centers, Hamlin and North Maintenance Facilities, Ronald Wastewater Facility and 14 standalone park restrooms. With the planned closure of the Shoreline Swimming Pool, this facility was not included in the future facility list. In addition to standard cleaning, the janitorial services contract includes specialty cleaning and consumable cleaning products and various supplies. Each facility location requiring janitorial services is identified in a map in Attachment B to this staff report.

## **DISCUSSION**

In preparation for a new janitorial services contract in 2021, staff prepared a Request for Proposal (RFP) and requested proposals from qualified janitorial services companies. Following advertisement of the RFP, prospective companies were invited to attend a voluntary walk-through of the City facilities. Four companies subsequently submitted proposals and were evaluated by an employee panel. The companies included the following:

- Kellermeyer Bergensons Services, LLC (formerly Varsity Facility Services)
- SMS Cleaning, Inc.
- Sound Maintenance Services
- CCS Facility Services

The companies were evaluated based on specific criteria identified in the RFP. The criteria included the following:

- Cost,
- Capability, Qualifications, and References,
- Work Plan, and
- Responsiveness and Understanding.

Based on the evaluation criteria, KBS was the highest rated firm and was subsequently interviewed by the employee panel. The interview allowed KBS an opportunity to review their qualifications with the panel and their ability to complete the janitorial scope of work. KBS was also requested to provide a workplan that addressed COVID-19 concerns and remediation methods. At the conclusion of the interview, KBS highlighted their experience, capability and answered all questions from the panel.

Given this evaluation, staff is requesting that the City Council authorize the City Manager to execute a janitorial services contract with KBS in the amount of \$325,514.13 to clean City of Shoreline Facilities with the exception of the Shoreline Swimming Pool, which was removed from the cleaning schedule.

## RESOURCE/FINANCIAL IMPACT

KBS submitted their fee schedule consisting of \$325,514.13 to clean all facilities including specialty cleaning and consumable products and supplies identified in the City's RFP. There is funding in the City's proposed 2021 Operating Budget to complete the scope of work. The table below provides a price breakdown for each of facilities submitted by KBS.

### **KBS Fee Schedule**

<b>Facility</b>	<b>Amount</b>
Shoreline City Hall	\$82,426
Shoreline Police Station Including Addition and Jails	\$23,469
Richmond Highlands Recreation Center	\$14,976
Shoreline Swimming Pool (Scope of work eliminated from proposal per Addendum 2)	\$0
Spartan Recreation Center	\$48,734
Wastewater Facility Offices	\$6,942
Hamlin Maintenance Facility – Public Works Streets Offices	\$4,631
Hamlin Maintenance Facility – Parks Operations Offices	\$4,631
North Maintenance Facility – Public Works Ground Maintenance Offices	\$4,622
<b>Subtotal:</b>	<b>\$190,431</b>
<b>Park Restrooms</b>	
14 City-Wide Park Restrooms	<b>Subtotal: \$86,929</b>
<b>Specialty Cleaning &amp; Consumable Products &amp; Supplies</b>	
Specialty Cleaning (Various Facilities)	\$29,883
All Consumable (Cleaning Products & Supplies)	\$18,271
<b>Subtotal:</b>	<b>\$48,154</b>
<b>Total:</b>	<b>\$325,514</b>

## RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute a janitorial services contract in the amount of \$325,514.13 with Kellermeyer Bergensons Services, LLC to clean City of Shoreline facilities.

## ATTACHMENTS

Attachment A – Janitorial Tasks for City Facilities and 14 Park Restrooms  
Attachment B – Map of Shoreline Facilities Requiring Janitorial Service

## Shoreline City Hall

## EXHIBIT A

44,661 Sq. Ft (Location A on the Map).

17500 Midvale Ave N

Cleaning Tasks		Mon	Tue	Wed	Thu	Fri	Sat	Sun	
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>								
a.	Elevator walls and hand rails (interior and exterior)	X	X	X	X	X			
b.	Reception area tables, counters, chairs and windows	Vendor - As needed							
c.	Copy room counters and tables	Vendor - As needed							
d.	Spot clean all smudges, stains and spills as needed on any flooring or open surface	Vendor - As needed							
e.	Low Ledges	Vendor - As needed							
f.	General hallway and corridor walls	Vendor - As needed							
g.	Stairwell steps, walls and hand rails (Includes easterly & westerly stairwells)	Vendor - As needed							
h.	Remove cobwebs	Vendor - As needed							
i.	File cabinets	Vendor - As needed							
j.	Baseboards	Vendor - As needed							
k.	Horizontal surfaces & moldings (within reach)	Vendor - As needed							
l.	Picture frames and signage within reach	Vendor - As needed							
m.	Clean supply and mailroom room	Vendor - As needed							
n.	Clean light switches and door handles	Vendor - As needed							
o.	Vents/grills to include ceiling vents	Vendor - As needed							
<b>2</b>	<b>Check and clean office kitchen to include:</b>								
a.	Wiping kitchen sinks and fixtures					X			
b.	Reposition kitchen furniture in an orderly manner					X			
c.	Clean counter, table tops & floors					X			
d.	Chairs (includes rungs, ledges and arms)					X			
e.	Clean surfaces of cabinets, appliances (i.e. microwaves, refrigerators; inside refrigerators and microwaves NOT included)					X			
f.	Clean outside and fill soap and paper dispensers					X			
g.	Clean outer surfaces of vending machines (If located on floor)					X			
h.	Vendor will turn off any coffee makers, etc. left on after hours in the kitchen areas as a safety precaution					X			
<b>Note: cleaning tools (sponges, brushes, etc.) used in kitchen area shall be used only in the kitchen area</b>									
<b>3</b>	<b>Empty trash, recycling and compostable cans to include:</b>								
a.	Pick up all trash, recycling and compostable cans from various locations including the Lobby, Council kitchen & Chambers, kitchenettes, Plaza, 3rd Floor Conference Rooms, catering kitchen, lunch room, copy, supply, and mail rooms and provide/replace trash liners - replace also when they become stained, soiled or torn	X	X	X	X	X			
b.	Pick up all trash, recycling and compostable cans from centralized locations from Floors 2 & 4 and provide/ replace also when they become stained, soiled or torn.	X		X		X			
c.	Pick up loose debris from under tables and desks, etc.	Vendor - As needed							
<b>4</b>	<b>Clean restrooms and locker room showers (locker room showers located on the 1st Floor) and (use *disinfectant to clean toilets, sink and floor) to include:</b>								
a.	Sanitize all toilets, urinals, tile walls, floors & wash basins, etc. (Floors 1 Lobby & 3 only)	X	X	X	X	X			
b.	Plunge toilets (Floors 1 Lobby & 3 only)	X	X	X	X	X			
c.	Clean chrome, mirrors, mirror frames, metal work and dispensers, vanity counters, doors, etc. (Floors 1 Lobby & 3 only)	X	X	X	X	X			
d.	Fill all paper towel dispensers, toilet tissue holders and soap dispensers (Floors 1 Lobby & 3 only)	X	X	X	X	X			
e.	Perform above cleaning tasks 4 a., b., c., and d. (Floors 1 (Non-Lobby & Locker Rooms), 2 & 4)			X		X			
<b>5</b>	<b>Thoroughly vacuum carpet to include:</b>								
a.	Dark carpet on every floor, lobby floor, and elevators etc. (janitors shall lock the elevator door(s) to remain open with an assigned elevator key when cleaning)	X		X		X			
b.	Light carpet in the Council Chambers and 3rd Floor Conference Rooms.	X		X		X			
c.	Light carpet in all other locations (office bays, offices and all other conference rooms.)					X			

<b>6</b>	<b>Clean inside of interior/exterior glass to include:</b>							
a.	Lobby doors & windows for Council Chambers, facing Midvale and Plaza, lower level windows, entrance to Chambers <b>(Checked Mon thru Fri for cleaning or cleaned as needed)</b>	X	X	X	X	X		
b.	Glass railing (2nd Floor and facing elevators), slider by the Clerk's Office, lower level windows located on all floors next to dark carpet. <b>(Checked M thru F for cleaning or cleaned as needed)</b>	X	X	X	X	X		
<b>7</b>	<b>All Other Doors to include:</b>							
a.	Clean doors and door handles to stairways (inside and outside), employee entrances, conference rooms, restrooms, and clean with *disinfectant cleaning product due to high volume. <b>(Cleaned more often if needed)</b>			X		X		
<b>8</b>	<b>Main Entrances to include:</b>							
a.	Midvale Avenue & Plaza entrances (Sweep and clean within 10 feet of entrances)	Vendor - As needed						
<b>9</b>	<b>Specialty Cleaning to include:</b>							
a.	Shampoo all carpets	Once Per Year						
b.	Bonnetted shampoo carpet cleaning	Twice Per Year						
c.	Waxing restroom floors	Once Per Year						
d.	Shampooing Chairs	Once Per Year						
e.	Annual Campus Cleaning	Once Per Year						

**Janitorial work shall begin after facility has closed. Any changes to the schedule to be approved by the City.**

**\*The City requires the use of environmentally preferable janitorial disinfectant products that have been third-party certified by either Green Seal and/or Ecologo and that are bio-based products.**

**Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.**

**\* Please see Exhibit A-2 for Square Footage**

## Shoreline Police Station

27,106 Sq. Ft (Location B on the Map).

## EXHIBIT A

17500 Midvale Ave N.

Cleaning Tasks		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
a.	Tables	X	X	X	X	X		
b.	Cobweb removal	X	X	X	X	X		
c.	Counters and sink areas	X	X	X	X	X		
d.	Doors (interior and exterior)	X	X	X	X	X		
e.	Horizontal surfaces and moldings (within reach)	X	X	X	X	X		
f.	Cloth panels	X	X	X	X	X		
g.	Work station surfaces	X	X	X	X	X		
h.	File cabinets	X	X	X	X	X		
i.	Chairs (includes rungs, ledges and arms)	X	X	X	X	X		
j.	Window sills and blinds	X	X	X	X	X		
k.	Vents/grills (including ceiling vents)	X	X	X	X	X		
L.	Walls and ceilings	X	X	X	X	X		
<b>2</b>	<b>Clean kitchen to include:</b>							
a.	Wiping kitchen sinks and fixtures	X	X	X	X	X		
b.	Reposition furniture in an orderly manner	X	X	X	X	X		
c.	Refill soap dispensers and paper products dispensers	X	X	X	X	X		
d.	Clean surfaces of cabinets, appliances (i.e. microwaves, refrigerators; inside refrigerators and microwaves are NOT included)	X	X	X	X	X		
e.	Clean outer surfaces of vending machines	X	X	X	X	X		
f.	Vendor will turn off any coffee makers, tea makers, etc. left on after hours in the kitchen areas as a safety precaution	X	X	X	X	X		
<b>Note: cleaning tools (sponges, brushes, etc.) used in kitchen area shall be used only in the kitchen area and shall not be used in any other area of the building</b>								
<b>3</b>	<b>Empty garbage to include:</b>							
a.	Pick up all trash cans from a centralized location and provide/replace trash liners - replace also when they become stained, soiled or torn.	X	X	X	X	X		
b.	Remove waste paper from office recycling containers and food waste items from kitchen areas and place in appropriate outside building containers (trash/recycle)	X	X	X	X	X		
c.	Pick up loose debris from under tables and desks, etc.	X	X	X	X	X		
<b>4</b>	<b>Clean restrooms and locker room showers (use * disinfectant to clean toilets, sinks and floor) to include:</b>							
a.	Sanitize all toilets, urinals, tile walls, floors and wash basins, etc.	X	X	X	X	X		
b.	Plunge and flush toilets	X	X	X	X	X		
c.	Clean chrome, mirrors, mirror frames, metal work and dispensers, vanity counters, doors, etc.	X	X	X	X	X		
d.	Fill all paper towel dispensers, toilet tissue holders and soap dispensers	X	X	X	X	X		
<b>5</b>	<b>Thoroughly vacuum all carpeted areas to include:</b>							
a.	Corridors	X	X	X	X	X		
b.	Rugs	X	X	X	X	X		
c.	Sweep all outside entrances, etc.	X	X	X	X	X		
d.	Spot clean carpet when needed	X	X	X	X	X		
<b>6</b>	<b>Clean resilient ceramic and vinyl floors to include:</b>							
a.	Dry/damp mop	X	X	X	X	X		
b.	Sweep	X	X	X	X	X		
<b>7</b>	<b>Clean, chrome fixtures drinking fountains with *disinfectant cleaner to include:</b>							
a.	Remove foreign objects from fountains	X	X	X	X	X		
<b>8</b>	<b>Clean entryway and front desk windows.</b>	X	X	X	X	X		
<b>9</b>	<b>Sweep within 10 feet of each entrance and remove trash from outside trash cans.</b>	X	X	X	X	X		
<b>10</b>	<b>Reposition movable office furniture (chairs, tables, furniture with wheels or on rollers).</b>	X	X	X	X	X		
<b>11</b>	<b>Clean all entry, interior and exterior windows.</b>	Jan		Apr		Jul		Oct
<b>12</b>	<b>Dust blinds (both sides) and spot clean as necessary.</b>	Jan		Apr		Jul		Oct
<b>13</b>	<b>Shampoo carpets.</b>	Jan	Mar	May	Jul	Sept	Nov	
<b>14</b>	<b>Specialty Cleaning to include:</b>							

a.	Shampooing the Chairs	Once Per Year
b.	Annual Campus Cleaning	Once Per Year

**Janitorial work shall begin after facility has closed. Any changes to the schedule to be approved by the City and Police Department jointly.**

**\*The City requires the use of environmentally preferable janitorial disinfectant products that have been third-party certified by either Green Seal and/or Ecologo and that are bio-based products.**

**Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.**

***\* Please see Exhibit A-2 for Square Footage***

## Shoreline Police Station Holding Cells (Jail)

## EXHIBIT A

Note: All employees must have BPA (barrier protection attire).

Equipment and supplies will be purchased for Jail Cell Cleaning and will not be used for another site on campus. All cleaning shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service day and replaced on a weekly basis. All equipment will be washed with a germicidal solution, rinsed and air dried.

Note: Square footage accounted for in Shoreline Police Station building.

## 17500 Midvale Ave N.

Cleaning Tasks		Mon	Tue	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
a.	Horizontal surfaces and moldings (within reach)	X	X	X	X	X		
b.	Surfaces protruding from wall	X	X	X	X	X		
c.	Vents/grills (including ceiling vents)	X	X	X	X	X		
d.	Walls and ceilings - use brush and wipe with cotton towels (the cotton mop used on high surfaces will be used in hard to reach locations and back areas on the underside of the bed racks)	X	X	X	X	X		
<b>2</b>	<b>Empty garbage to include:</b>							
a.	Remove any large debris, body fluids or material and dispose of in the appropriate container based on type of waste	X	X	X	X	X		
<b>3</b>	<b>Clean restrooms (use Grande 1 bacterial disinfectant to clean toilets, sinks and floor) to include:</b>							
a.	Sanitize all toilets, urinals, tile walls, floors and wash basins, etc.	X	X	X	X	X		
b.	Plunge	X	X	X	X	X		
<b>4</b>	<b>Clean, chrome fixtures and drinking fountains with Grade 1 bacterial disinfectant cleaner to include:</b>							
a.	Wipe down fixtures in Holding Cell area	X	X	X	X	X		
<b>5</b>	<b>Clean Epoxy floor to include:</b>							
a.	Sweep	X	X	X	X	X		
b.	Wet mop - with Grade 1 bacterial disinfectant	X	X	X	X	X		
<b>6</b>	<b>Wash walls and ceilings - Spray ceiling and walls with Grade 1 bacterial disinfectant and allow to localize for 5 minutes. Wipe with cotton cloth</b>	X	X	X	X	X		
<b>7</b>	<b>Spray interior and exterior entry door surface with Grade 1 bacterial disinfectant and allow to localize for 5 minutes. Wipe with cotton cloth.</b>	X	X	X	X	X		
<b>8</b>	<b>Spray stainless steel kuff bench and hinges with Grade 1 bacterial disinfectant and allow to localize for 5 minutes. Wipe down areas with cotton towels. Use cotton mop on high surfaces and hard to reach locations and back area on the underside of the bed racking.</b>	X	X	X	X	X		
<b>9</b>	<b>Spray entire cell with Grade 1 bacterial disinfectant.</b>	X	X	X	X	X		

Janitorial work shall begin after facility has closed. Any changes to the schedule to be approved by the City and Police Department jointly.

\*The City requires the use of environmentally preferable janitorial disinfectant products that have been third-party certified by either Green Seal and/or Ecologo and that are bio-based products.

Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.

**Richmond Highlands Recreation Center**  
**6,650 Sq. Ft (Location C on the Map).**

**EXHIBIT A**  
**16554 Fremont Ave N**

Cleaning Tasks		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
a.	Tables	X	X	X	X	X	X	X
b.	Spot clean interior walls	X	X	X	X	X	X	X
c.	Cobweb removal	X	X	X	X	X	X	X
d.	Doors (interior and exterior)	X	X	X	X	X	X	X
e.	Low edges	X	X	X	X	X	X	X
f.	Horizontal surfaces & moldings (within reach)	X	X	X	X	X	X	X
g.	Baseboards	X	X	X	X	X	X	X
h.	Vents/grills (including ceiling vents)	X	X	X	X	X	X	X
i.	Vacuum and wipe baseboards	X	X	X	X	X	X	X
<b>2</b>	<b>Clean kitchen to include:</b>							
a.	Wiping kitchen sinks, splashguard areas around sink and fixtures	X	X	X	X	X	X	X
b.	Reposition furniture in an orderly manner	X	X	X	X	X	X	X
c.	Clean counter and table tops	X	X	X	X	X	X	X
d.	Clean chairs (includes rungs, ledges and arms)	X	X	X	X	X	X	X
e.	Clean surfaces of cabinets, appliances (i.e. microwaves, refrigerators; inside refrigerators and microwaves are NOT included)	X	X	X	X	X	X	X
f.	Clean outside and fill soap dispensers and paper products dispensers	X	X	X	X	X	X	X
g.	Vendor will turn off any coffee makers, tea makers, etc. left on after hours	X	X	X	X	X	X	X
<b>Note: cleaning tools (sponges, brushes, etc.) used in kitchen area shall be used only in the kitchen area</b>								
<b>3</b>	<b>Empty garbage to include:</b>							
a.	Pick up all trash cans and provide/replace trash liners - replace also when they become stained, soiled or torn.	X	X	X	X	X	X	X
b.	Remove waste from recycling and kitchen area containers.	X	X	X	X	X	X	X
c.	Pick up loose debris from under tables and desks, etc.	X	X	X	X	X	X	X
<b>4</b>	<b>Clean restrooms with *disinfectant to include:</b>							
a.	Use *disinfectant to clean toilets, sinks and floors	X	X	X	X	X	X	X
b.	Sanitize all toilets, urinals, tile walls, floors & wash basins, etc.	X	X	X	X	X	X	X
c.	Plunge toilets	X	X	X	X	X	X	X
d.	Clean chrome, mirrors and frames, dispensers, vanity counters, doors,	X	X	X	X	X	X	X
e.	Fill all paper towel dispensers, toilet tissue holders and soap dispensers	X	X	X	X	X	X	X
<b>5</b>	<b>Thoroughly vacuum all carpeted areas to include:</b>							
a.	Corridors	X	X	X	X	X	X	X
b.	Rugs	X	X	X	X	X	X	X
c.	Sweep all outside entrances, stairs, etc.	X	X	X	X	X	X	X
d.	Spot clean carpet when needed	X	X	X	X	X	X	X
<b>6</b>	<b>Clean resilient floors to include damp mop ceramic and vinyl floors. (Comply with standard floor maintenance specifications) to include:</b>							
a.	Dry mop	X	X	X	X	X	X	X
b.	Sweep	X	X	X	X	X	X	X
c.	Wet mop (once per week on Sunday)	X	X	X	X	X	X	X
d.	Wax-strip and re-seal resilient floors (as necessary - City will schedule)	X	X	X	X	X	X	X
<b>7</b>	<b>Strip and wax all floor to include:</b>							
a.	As necessary and to be scheduled by Facilities							
<b>8</b>	<b>Clean chrome fixtures and drinking fountains with LEED cleaner</b>	X	X	X	X	X	X	X
<b>9</b>	<b>Clean entryway and office windows</b>	X	X	X	X	X	X	X
<b>10</b>	<b>Clean kitchen stove</b>	per Month						
<b>11</b>	<b>Sweep within 10 feet of each entrance and remove trash from outside cans</b>	X	X	X	X	X	X	X
<b>12</b>	<b>Specialty cleaning to include:</b>							
a.	Shampooing Chairs	Once Per Year						

**Janitorial work shall begin after facility has closed. Any changes to the schedule to be approved by the City.**

**\*The City requires the use of environmentally preferable janitorial disinfectant products that have been third-party certified by either Green Seal and/or Ecologo and that are bio-based products.**

**Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.**



## Shoreline Pool

15,375 Sq. Ft (Location D on the Map).

## EXHIBIT A

19030 1st Ave NE

## Cleaning Tasks

	Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1 Dust, wipe, spot clean and remove finger prints &amp; graffiti to include:</b>							
a. Tables	X	X	X	X	X	X	X
b. Spot clean stairwell walls and hand rails	X	X	X	X	X	X	X
c. Cobweb removal	X	X	X	X	X	X	X
d. Low ledges	X	X	X	X	X	X	X
e. Horizontal surfaces and moldings	X	X	X	X	X	X	X
f. Balcony ledge and balcony area	X	X	X	X	X	X	X
g. File cabinets	X		X	X	X	X	X
h. Entryway, interior office and wet room windows, including sill and blinds	X		X		X		
i. Vents/grilles/ceiling vents	X			X			
j. Clean supply/mailrooms, stairway/hall area	X	X	X	X	X	X	X
k. Balcony bleachers (spills/debris)	X			X			
l. Clean counter and table tops		X			X		X
m. Refill soap dispensers and paper products dispensers		X			X		X
n. Clean surfaces of cabinets, appliances (i.e. microwaves, refrigerators; inside refrigerators and microwaves are NOT included)		X			X		X
o. Clean outer surfaces of vending machines	X			X			
p. Reposition furniture in an orderly manner	X	X	X	X	X	X	X
q. Vendor will turn off any coffee makers, etc. left on after hours as a safety precaution	X	X	X	X	X	X	X
<b>2 Empty garbage to include:</b>							
a. Pick up all trash cans from a centralized location and provide/replace trash liners - replace also when they become stained, soiled or torn	X	X	X	X	X	X	X
b. Remove waste paper from office recycling containers and food waste items and place in appropriate bldg. containers (trash/recycle)	X	X	X	X	X	X	X
c. Pick up loose debris from under tables and desks, etc.	X	X	X	X	X	X	X
<b>3 Clean all restrooms &amp; showers (use *disinfectant to clean toilets, sink, showers and floor) to include:</b>							
a. Sanitize all toilets, urinals, tile walls, floors and wash basins, etc.	X	X	X	X	X	X	X
b. Use *disinfectant cleaner and clean entire locker room floor, shower floor, shower tiles and grout and shower walls	X	X	X	X	X	X	X
c. Squeegee excess water from floors and wall	X	X	X	X	X	X	X
d. Remove hair and other items at all traps, around shower trees, benches and changing areas	X	X	X	X	X	X	X
e. Clean mirrors, wipe down front of lockers, wipe horizontal surfaces	X	X	X	X	X	X	X
f. Clean chrome, mirrors, mirror frames, metal (shower fixtures) work, dispensers, vanity counters, doors, etc.	X	X	X	X	X	X	X
g. Fill all paper towel dispensers, toilet tissue holders and soap dispensers	X	X	X	X	X	X	X
<b>4 Thoroughly **vacuum all carpeted areas (see noted below) to include:</b>							
a. Office spaces	X			X			
b. Entry area mats and office rugs	X	X	X	X	X	X	X
c. Sweep all outside entrances, stairs, etc.	X	X	X	X	X	X	X
<b>5 Clean resilient, ceramic and vinyl floors with damp mop to include: DO NOT use any equipment in the locker rooms or the upstairs room that can damage the floor material at the corners:</b>							
a. Dry mop	X	X	X	X	X	X	X
b. Sweep floors including bleacher & balcony floors (prior to mopping)	X	X	X	X	X	X	X
c. Wet mop floors (as needed)	X	X	X	X	X	X	X
d. Clean floors of the men's, women's & staff locker rooms, lobby, office & hallway	X	X	X	X	X	X	X
<b>6 Clean chrome fixtures and drinking fountains with *disinfectant cleaner to include:</b>							
a. Remove foreign objects from fountains	X	X	X	X	X	X	X
b. Clean stall walls, locker room walls and locker doors	X	X	X	X	X	X	X
<b>7 Sweep within 10 feet of each entrance area.</b>	X	X	X	X	X	X	X
<b>8 Empty outside trash cans into proper receptacle.</b>	X	X	X	X	X	X	X

9	Thoroughly scrub aggregate and grouted pool deck area.	Jan	Mar		May	Jul	Sep	Nov
10	Thoroughly scrub the floors of men & women's locker rooms, lobby, office, and hallway.	Jan	Mar		May	Jul	Sep	Nov
11	Thoroughly scrub on the on-deck handicap shower, unisex bathroom and break room.	Jan	Mar		May	Jul	Sep	Nov
12	Thoroughly clean and scrub aggregate and grouted pool deck with the water wand broom.	Jan	Mar		May	Jul	Sep	Nov
13	Thoroughly scrub pool deck (3,288 sq ft.) and rinse with water wand broom to include: (Follow steps below).	Jan	Mar		May	Jul	Sep	Nov
a.	Move dirty water away from the wall (under the bleachers) to the drains without allowing any water to drain into the pool	Jan	Mar		May	Jul	Sep	Nov
b.	Pick up hair and other debris	Jan	Mar		May	Jul	Sep	Nov
14	Clean entryway and auditorium windows.			APR			Sep	
15	Clean all interior and exterior windows.			APR			Sep	
16	Shampoo carpets.			APR			Sep	
17	Replace urinal mats.	Jan				Jul		
18	Thoroughly scrub showers and family tile floors (474 sq. ft.) and staff room.	Jan	Mar		May	Jul	Sep	Nov
19	Thoroughly scrub grouted tile walls and grouted tile floors.	Jan	Mar		May	Jul	Sep	Nov
20	Remove gum, sticky debris and graffiti as needed daily.	X	X	X	X	X	X	X
21	Specialty cleaning to include:							
a.	Shampooing Chairs	Once Per Year						

\*The City requires the use of environmentally preferable janitorial disinfectant products that have been third-party certified by either Green Seal and/or Ecologo and that are bio-based products.

\*\*Vacuuming carpets - Janitors to pre-vacuum all carpeted areas with an upright roller brush vacuum. Janitor to only use an approved hot water extraction process equipment. Janitor must perform cleaning early enough to allow for full drying prior to 5:30am the following morning.

Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.

**Spartan Recreation Center**  
**25,000 Sq. Ft (Location E on the Map).**

**EXHIBIT A**  
**202 NE 185th ST**

Cleaning Tasks		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Clean front lobby/office area to include:</b>							
A.	Dust, wipe, spot clean and remove finger prints including:	X	X	X	X	X	X	X
a.	Furniture	X	X	X	X	X	X	X
b.	Interior glass (front doors)	X	X	X	X	X	X	X
c.	Window sills	X	X	X	X	X	X	X
d.	Horizontal surfaces and moldings within reach	X	X	X	X	X	X	X
e.	Cobweb removal	X	X	X	X	X	X	X
B.	Empty trash - follow steps below:	X	X	X	X	X	X	X
a.	Empty all trash bins and small recycle containers	X	X	X	X	X	X	X
b.	Replace liners in all trash bins and small recycle containers	X	X	X	X	X	X	X
c.	Pick-up loose debris from behind couches, under tables, chairs, etc.	X	X	X	X	X	X	X
d.	Dispose all trash to outside dumpster	X	X	X	X	X	X	X
C.	Thoroughly vacuum all carpeted areas	X	X	X	X	X	X	X
D.	Spot clean carpet	X	X	X	X	X	X	X
E.	Clean interior and exterior windows			X				
<b>2</b>	<b>Clean entry of building to include:</b>							
A.	Sweep within 10 feet of main (south side) entrance	X	X	X	X	X	X	X
B.	Remove trash from outside trash bins and dispose in dumpster	X	X	X	X	X	X	X
C.	Stock and monitor all janitorial supplies	X	X	X	X	X	X	X
<b>3</b>	<b>Clean restrooms and locker rooms to include: Inventory - 2 family restrooms, 1 women's restroom, 1 men's restroom, 1 men's locker room, 1 women's locker room</b>							
A.	Clean and sanitize all toilets, urinals, tile walls, floors, sinks and baseboards	X	X	X	X	X	X	X
B.	Wipe down surface of stall doors	X	X	X	X	X	X	X
C.	Plunge and flush toilets	X	X	X	X	X	X	X
D.	Clean chrome, mirrors, mirror frames, metal work and dispensers, counters and doors	X	X	X	X	X	X	X
E.	Fill all paper products: paper towels, toilet paper, seat covers	X	X	X	X	X	X	X
F.	Fill all soap dispensers	X	X	X	X	X	X	X
G.	Sweep and wet mop floors with disinfectant cleaner	X	X	X	X	X	X	X
H.	Wipe diaper changing tables with disinfectant cleaner	X	X	X	X	X	X	X
I.	Wash and disinfect showers in locker rooms	X	X	X	X	X	X	X
J.	From a centralized location, pick up and empty trash and recycling from small bins (including sanitary disposal in women's restrooms and locker room) and dispose in dumpster	X	X	X	X	X	X	X
<b>4</b>	<b>Clean Dance Room and Gymnastics Room to include:</b>							
A.	Sweep floors including under chairs and along wall	X	X	X	X	X	X	X
B.	Remove clothing, books, etc. and put in lost and found	X	X	X	X	X	X	X
C.	Wet mop floors with cleaner	X	X	X	X	X	X	X
D.	Wipe down door handles	X	X	X	X	X	X	X
E.	Clean finger prints off mirrors	X	X	X	X	X	X	X
F.	Clean finger prints off interior windows and door windows	X	X	X	X	X	X	X
<b>5</b>	<b>Clean display case and lobby area to include:</b>							
A.	Vacuum carpet - including area behind and carpet underneath furniture	X	X	X	X	X	X	X
B.	Sweep the floors	X	X	X	X	X	X	X
C.	Wet mop tile floors with cleaner	X	X	X	X	X	X	X
D.	Remove clothing, books and any personal items left behind - put in lost and found	X	X	X	X	X	X	X
E.	Clean fingerprints from display case windows	X	X	X	X	X	X	X
F.	Wipe down tables in the lobby area	X	X	X	X	X	X	X
<b>6</b>	<b>Clean hallway to Cascade and Olympic Rooms to include:</b>							
A.	Vacuum carpet, including area behind and carpet underneath furniture	X	X	X	X	X	X	X
B.	Reposition furniture to original location including reception area chairs	X	X	X	X	X	X	X
C.	Remove clothing, books and any personal items left behind - put in lost and found	X	X	X	X	X	X	X

D.	Clean fingerprints off of interior windows (window to Gymnasium, Cascade and Olympic room)	X	X	X	X	X	X	X
7	<b>Clean Cascade and Olympic Rooms to include:</b>							
A.	Sweep floors	X	X	X	X	X	X	X
B.	Wipe counter tops	X	X	X	X	X	X	X
C.	Wet mop floors with cleaner	X	X	X	X	X	X	X
D.	Reposition furniture to original locations	X	X	X	X	X	X	X
E.	Wipe out sinks	X	X	X	X	X	X	X
F.	Remove trash and recycling from small bins and dispose in dumpster	X	X	X	X	X	X	X
G.	Wipe down trash bin covers	X	X	X	X	X	X	X
8	<b>Clean kitchen to include:</b>							
A.	Wipe counter tops	X	X	X	X	X	X	X
B.	Sweep Floor	X	X	X	X	X	X	X
C.	Wet mop floor with cleaner	X	X	X	X	X	X	X
D.	Fill paper towel dispenser	X	X	X	X	X	X	X
E.	Fill soap dispenser	X	X	X	X	X	X	X
F.	Turn off and unplug coffee makers, toaster, etc. left on after hours in the kitchen area as a safety precaution	X	X	X	X	X	X	X

**Note: cleaning tools (sponges, brushes, etc.) used in kitchen area shall be used only in the kitchen area**

9	<b>Clean gymnasium to include:</b>							
A.	Sweep floor - including under chairs along wall	X	X	X	X	X	X	X
B.	Remove clothing and personal items left behind - put items in lost and found bin located next to Coke machine in main hallway.	X	X	X	X	X	X	X
C.	Remove trash including plastic bottles, food wrappers, etc. and place in trash	X	X	X	X	X	X	X
D.	Wet mop entire floor with cleaner							X
E.	Clean HVAC grills							X
10	<b>Clean weight/fitness rooms to include:</b>				X			X
A.	Wipe down all equipment with cleaner				X			X
B.	Vacuum floor				X			X
C.	Sweep tile floor area				X			X
D.	Wipe down mats in stretching room				X			X
11	<b>Specialty Cleaning to include:</b>							
a.	Clean, strip and wax resilient floors (mandatory 4 coats of wax)	Once Per Year						
b.	Scrub resilient floors (mandatory 2 new coats of wax)	Three Times Per Year						
c.	Shampoo carpets	Once Per Year						
d.	Shampooing Chairs	Once Per Year						
e.	Bonneted shampoo carpet cleaning	Two Times Per Year						
f.	Scrub and polish thresholds	Jan/Apr/Jun/Sept						

**Janitorial work shall begin after facility has closed. Any changes to the schedule to be approved by the City.**

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**Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.**

**Wastewater Facility Offices**  
**2,420 Sq Ft (Location F on the Map).**

**EXHIBIT A**  
**17505 Linden Avenue N**

Cleaning Tasks		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
	a. Tables		X		X			
	b. Spot clean interior walls		X		X			
	c. Cobweb removal		X		X			
	d. Doors (interior and exterior)		X		X			
	e. Low edges		X		X			
	f. Horizontal surfaces & moldings (within reach)		X		X			
	g. Baseboards		X		X			
	h. Vents/grills (including ceiling vents)		X		X			
	i. Vacuum and wipe baseboards		X		X			
<b>2</b>	<b>Clean kitchen to include:</b>							
	a. Wiping kitchen sinks, splashguard areas around sink and fixtures		X		X			
	b. Reposition furniture in an orderly manner		X		X			
	c. Clean counter and table tops		X		X			
	d. Chairs (includes rungs, ledges and arms)		X		X			
	e. Clean surfaces of cabinets, appliances (i.e. microwave(s),		X		X			
	f. Clean outside and fill soap dispensers and paper products dispensers		X		X			
	g. Vendor will turn off any coffee makers, tea makers, etc. left on after hours		X		X			
<b>Note: cleaning tools (sponges, brushes, etc.) used in kitchen area shall be used only in the kitchen area</b>								
<b>3</b>	<b>Empty garbage to include:</b>							
	a. Empty all trash cans provide/replace liners		X		X			
	b. Remove waste from office recycling containers, kitchen areas		X		X			
	c. Pick up loose debris from under tables and desks, etc.		X		X			
<b>4</b>	<b>Clean restroom to include:</b>							
	a. Use *disinfectant to clean toilets, sinks and floors		X		X			
	b. Sanitize all toilets, urinals, tile walls, floors & wash basins, etc.		X		X			
	c. Plunge and flush toilets		X		X			
	d. Clean chrome, mirrors, mirror frames, dispensers, vanity counters, doors, etc.		X		X			
	e. Fill all paper towel dispensers, toilet tissue holders and soap dispensers		X		X			
<b>5</b>	<b>Thoroughly vacuum all identified carpeted areas to include:</b>							
	a. Corridors		X		X			
	b. Rugs		X		X			
	c. Spot clean carpet when needed		X		X			
<b>6</b>	<b>Clean floors to include:</b>							
	a. Dry mop		X		X			
	b. Sweep		X		X			
	c. Wet mop		X		X			
	d. Wax-strip and re-seal resilient floors (as necessary - City will schedule)	Once per year						
<b>7</b>	<b>Clean entryway and office windows.</b>		X		X			
<b>8</b>	<b>Dust workstation surfaces, file cabinets, tabletops, partition edges, walls, etc.</b>		X		X			
<b>9</b>	<b>Sweep within 10 feet of each entrance.</b>		X		X			
<b>10</b>	<b>Specialty Cleaning to include:</b>							
	a. Shampooing Chairs	Once Per Year						

**Janitorial work shall begin after facility has closed. Any changes to the schedule to be approved by the City.**

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**Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.**

**Hamlin Maintenance Facility - PW Streets Office**  
**1,760 Sq Ft (Location G on the Map).**

**EXHIBIT A**  
**16006 15th Avenue NE**

Cleaning Tasks		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
	a. Tables		X		X			
	b. Spot clean interior walls		X		X			
	c. Cobweb removal		X		X			
	d. Doors (interior and exterior)		X		X			
	e. Low edges		X		X			
	f. Horizontal surfaces & moldings (within reach)		X		X			
	g. Baseboards		X		X			
	h. Vents/grills (including ceiling vents)		X		X			
	i. Vacuum and wipe baseboards		X		X			
<b>2</b>	<b>Clean kitchen to include:</b>							
	a. Wiping kitchen sinks, splashguard areas around sink and fixtures		X		X			
	b. Reposition furniture in an orderly manner		X		X			
	c. Clean counter and table tops		X		X			
	d. Chairs (includes rungs, ledges and arms)		X		X			
	e. Clean surfaces of cabinets, appliances (i.e. microwave(s), refrigerator(s))		X		X			
	f. Clean outside and fill soap dispensers and paper products dispensers		X		X			
	g. Vendor will turn off any coffee makers, tea makers, etc. left on after hours		X		X			
<b>Note: cleaning tools (sponges, brushes, etc.) used in kitchen area shall be used only in the kitchen area</b>								
<b>3</b>	<b>Empty garbage to include:</b>							
	a. Empty all trash cans provide/replace liners		X		X			
	b. Remove waste from office recycling containers, kitchen areas		X		X			
	c. Pick up loose debris from under tables and desks, etc.		X		X			
<b>4</b>	<b>Clean restroom to include:</b>							
	a. Use *disinfectant to clean toilets, sinks and floors		X		X			
	b. Sanitize all toilets, urinals, tile walls, floors & wash basins, etc.		X		X			
	c. Plunge		X		X			
	d. Clean chrome, mirrors, mirror frames, dispensers, vanity counters, doors, etc.		X		X			
	e. Fill all paper towel dispensers, toilet tissue holders and soap dispensers		X		X			
<b>5</b>	<b>Thoroughly vacuum all identified carpeted areas to include:</b>							
	a. Corridors		X		X			
	b. Rugs		X		X			
	c. Spot clean carpet when needed		X		X			
<b>6</b>	<b>Clean floors to include:</b>							
	a. Dry mop		X		X			
	b. Sweep		X		X			
	c. Wet mop		X		X			
	d. Wax-strip and re-seal resilient floors (as necessary - City will schedule)	Once per year						
<b>7</b>	<b>Clean entryway and office windows.</b>		X		X			
<b>8</b>	<b>Dust workstation surfaces, file cabinets, tabletops, partition edges, walls, etc.</b>		X		X			
<b>9</b>	<b>Sweep within 10 feet of each entrance.</b>		X		X			
<b>10</b>	<b>Specialty Cleaning to include:</b>							
	a. Shampooing Chairs	Once Per Year						

**Janitorial work shall begin after facility has closed. Any changes to the schedule to be approved by the City.**

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**Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.**

**Hamlin Maintenance Facility - Parks Office**  
**1,800 Sq Ft (Location H on the Map).**

**EXHIBIT A**

16006 15th Avenue NE

## Cleaning Tasks

		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
	a. Tables		X		X			
	b. Spot clean interior walls		X		X			
	c. Cobweb removal		X		X			
	d. Doors (interior and exterior)		X		X			
	e. Low edges		X		X			
	f. Horizontal surfaces & moldings (within reach)		X		X			
	g. Baseboards		X		X			
	h. Vents/grills (including ceiling vents)		X		X			
	i. Vacuum and wipe baseboards		X		X			
<b>2</b>	<b>Clean kitchen to include:</b>							
	a. Wiping kitchen sinks, splashguard areas around sink and fixtures		X		X			
	b. Reposition furniture in an orderly manner		X		X			
	c. Clean counter and table tops		X		X			
	d. Chairs (includes rungs, ledges and arms)		X		X			
	e. Clean surfaces of cabinets, appliances (i.e. microwave(s),		X		X			
	f. Clean outside and fill soap dispensers and paper products dispensers		X		X			
	g. Vendor will turn off any coffee makers, tea makers, etc. left on after hours		X		X			
<b>Note: cleaning tools (sponges, brushes, etc.) used in kitchen area shall be used only in the kitchen area</b>								
<b>3</b>	<b>Empty garbage to include:</b>							
	a. Empty all trash cans provide/replace liners		X		X			
	b. Remove waste from office recycling containers, kitchen areas		X		X			
	c. Pick up loose debris from under tables and desks, etc.		X		X			
<b>4</b>	<b>Clean restroom to include:</b>							
	a. Use * disinfectant to clean toilets, sinks and floors		X		X			
	b. Sanitize all toilets, urinals, tile walls, floors & wash basins, etc.		X		X			
	c. Plunge		X		X			
	d. Clean chrome, mirrors, mirror frames, dispensers, vanity counters, doors, etc.		X		X			
	e. Fill all paper towel dispensers, toilet tissue holders and soap dispensers		X		X			
<b>5</b>	<b>Thoroughly vacuum all identified carpeted areas to include:</b>							
	a. Corridors		X		X			
	b. Rugs		X		X			
	c. Spot clean carpet when needed		X		X			
<b>6</b>	<b>Clean floors to include:</b>							
	a. Dry mop		X		X			
	b. Sweep		X		X			
	c. Wet mop		X		X			
	d. Wax-strip and re-seal resilient floors (as necessary - City will schedule)	Once per year						
<b>7</b>	<b>Clean entryway and office windows.</b>		X		X			
<b>8</b>	<b>Dust workstation surfaces, file cabinets, tabletops, partition edges, walls, etc.</b>		X		X			
<b>9</b>	<b>Sweep within 10 feet of each entrance.</b>		X		X			
<b>10</b>	<b>Specialty cleaning to include:</b>							
	a. Shampooing of Chairs.	Once Per Year						

**Janitorial work shall begin after facility has closed. Any changes to the schedule to be approved by the City.**

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**Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.**

**North Maintenance Facility - PW Grounds**  
**1,250 Sq Ft (Location I on the Map).**

**EXHIBIT A**  
**19547 25th Avenue NE**

Cleaning Tasks		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
	a. Tables		X		X			
	b. Spot clean interior walls		X		X			
	c. Cobweb removal		X		X			
	d. Doors (interior and exterior)		X		X			
	e. Low edges		X		X			
	f. Horizontal surfaces & moldings (within reach)		X		X			
	g. Baseboards		X		X			
	h. Vents/grills (including ceiling vents)		X		X			
	i. Vacuum and wipe baseboards		X		X			
<b>2</b>	<b>Clean kitchen to include:</b>							
	a. Wiping kitchen sinks, splashguard areas around sink and fixtures		X		X			
	b. Reposition furniture in an orderly manner		X		X			
	c. Clean counter and table tops		X		X			
	d. Chairs (includes rungs, ledges and arms)		X		X			
	e. Clean surfaces of cabinets, appliances (i.e. microwave(s), refrigerator(s))		X		X			
	f. Clean outside and fill soap dispensers and paper products dispensers		X		X			
	g. Vendor will turn off any coffee makers, tea makers, etc. left on after hours		X		X			
<b>Note: cleaning tools (sponges, brushes, etc.) used in kitchen area shall be used only in the kitchen area</b>								
<b>3</b>	<b>Empty garbage to include:</b>							
	a. Empty all trash cans provide/replace liners		X		X			
	b. Remove waste from office recycling containers, kitchen areas		X		X			
	c. Pick up loose debris from under tables and desks, etc.		X		X			
<b>4</b>	<b>Clean restroom to include:</b>							
	a. Use *disinfectant to clean toilets, sinks and floors		X		X			
	b. Sanitize all toilets, urinals, tile walls, floors & wash basins, etc.		X		X			
	c. Plunge		X		X			
	d. Clean chrome, mirrors, mirror frames, dispensers, vanity counters, doors, etc.		X		X			
	e. Fill all paper towel dispensers, toilet tissue holders and soap dispensers		X		X			
<b>5</b>	<b>Thoroughly vacuum all identified carpeted areas to include:</b>							
	a. Corridors		X		X			
	b. Rugs		X		X			
	c. Spot clean carpet when needed		X		X			
<b>6</b>	<b>Clean floors to include:</b>							
	a. Dry mop		X		X			
	b. Sweep		X		X			
	c. Wet mop (once per week on Sunday)		X		X			
	d. Wax-strip and re-seal resilient floors (as necessary - City will schedule)	Once per year						
<b>7</b>	<b>Clean entryway and office windows.</b>		X		X			
<b>8</b>	<b>Dust workstation surfaces, file cabinets, tabletops, partition edges, walls, etc.</b>		X		X			
<b>9</b>	<b>Sweep within 10 feet of each entrance.</b>		X		X			
<b>10</b>	<b>Specialty Cleaning to include:</b>							
	a. Shampooing chairs	Once Per Year						

**Janitorial work shall begin after facility has closed. Any changes to the schedule to be approved by the City.**

**\*The City requires the use of environmentally preferable janitorial disinfectant products that have been third-party certified by either Green Seal and/or Ecologo and that are bio-based products.**

**Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.**



**Echo Lake Park Portland Loo Restroom**

58 sq. ft. (Location J on the Map).

**EXHIBIT A**

19901 Ashworth Ave N

Cleaning Tasks		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
a.	Cobweb removal	X	X	X	X	X	X	X
b.	Doors (interior and exterior)	X	X	X	X	X	X	X
c.	Interior walls	X	X	X	X	X	X	X
<b>2</b>	<b>Empty garbage to include:</b>							
a.	Empty all garbage cans once they are half-full or sooner if unpleasant odor.	X	X	X	X	X	X	X
b.	Provide/replace trash can liners - replace also when they become stained, soiled or torn.	X	X	X	X	X	X	X
c.	Remove all garbage from site and haul and dump trash at designated City's dumpsters located at Hamlin Maintenance Facility.	X	X	X	X	X	X	X
d.	Verify restroom is free of graffiti and garbage can is free of dents and graffiti. Janitors are to notify City Representative daily of any graffiti, vandalism and repair needs inside and outside of the restrooms.	X	X	X	X	X	X	X
<b>3</b>	<b>Clean restroom to include: Note: Use * disinfectant to clean toilet and floor.</b>							
a.	Sanitize the toilet, walls, floor, etc.	X	X	X	X	X	X	X
b.	Plunge and flush toilet.	X	X	X	X	X	X	X
c.	Clean chrome, frames, metal work and dispensers, doors, etc.	X	X	X	X	X	X	X
d.	Fill all toilet tissue dispensers	X	X	X	X	X	X	X
e.	Remove all foreign objects from toilet	X	X	X	X	X	X	X
f.	Refill hand sanitizer dispenser in mechanical room	X	X	X	X	X	X	X
<b>4</b>	<b>Clean floors to include:</b>							
a.	Sweep floor before mopping and use a dust pan to remove and properly dispose of sweepings in the trash	X	X	X	X	X	X	X
b.	Hose down floor using hose from mechanical room.	X	X	X	X	X	X	X
c.	Damp mop with a*disinfectant cleaner	X	X	X	X	X	X	X
d.	Squeegee floor dry after mopping	X	X	X	X	X	X	X
<b>5</b>	<b>Sweep, hose and rinse within 10 feet of each entrance and remove trash from outside trash cans.</b>	X	X	X	X	X	X	X
<b>6</b>	<b>Remove and replace red Sharp's container when full (per safe Blood Borne Pathogen protocols).</b>	X	X	X	X	X	X	X
<b>9</b>	<b>Deep Cleaning includes hot water pressure wash with *disinfectant. Separate price and approval required by City prior to work.</b>	As Needed						

\*The City requires the use of environmentally preferable janitorial disinfectant products that have been third-party certified by either Green Seal and/or Ecologo and that are bio-based products.

Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.

Cleaning must be completed between 4:00 a.m. and 8:00 a.m.

**Hillwood Park Restroom**  
**260 Sq. Ft (Location K on the Map).**

**EXHIBIT A**  
**19001 3rd Ave NW**

Cleaning Tasks		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
	a. Cobweb removal	X	X	X	X	X	X	X
	b. Doors (interior and exterior)	X	X	X	X	X	X	X
	c. Interior walls	X	X	X	X	X	X	X
<b>2</b>	<b>Empty garbage to include:</b>							
	a. Empty all garbage cans once they are half-full or sooner if unpleasant odor.	X	X	X	X	X	X	X
	b. Provide/replace trash can liners - replace also when they become stained, soiled or torn.	X	X	X	X	X	X	X
	c. Remove all garbage from site and haul and dump trash at designated City's dumpsters located at Hamlin Maintenance Facility.	X	X	X	X	X	X	X
	d. Verify restroom is free of graffiti and garbage can is free of dents and graffiti. Janitors are to notify City Representative daily of any graffiti, vandalism and repair needs inside and outside of the restrooms.	X	X	X	X	X	X	X
<b>3</b>	<b>Clean restrooms to include:</b>							
	<b>Note: Use *disinfectant to clean toilets, sinks and floor.</b>							
	a. Sanitize all toilets, urinals, tile walls, floors and wash basins, etc.	X	X	X	X	X	X	X
	b. Plunge and flush toilets. Check faucet and floor drains	X	X	X	X	X	X	X
	c. Clean chrome, mirrors, mirror frames, metal work and dispensers, vanity counters, doors, etc.	X	X	X	X	X	X	X
	d. Fill all paper towel dispensers and toilet tissue holders	X	X	X	X	X	X	X
	e. Remove all foreign objects from toilets and sinks	X	X	X	X	X	X	X
<b>4</b>	<b>Clean floors to include:</b>							
	a. Sweep floors before mopping and use a dust pan to remove and properly dispose of sweepings in the trash	X	X	X	X	X	X	X
	b. Damp mop with a cleaner	X	X	X	X	X	X	X
	c. Squeegee floors dry after mopping	X	X	X	X	X	X	X
<b>5</b>	<b>Clean chrome fixtures with *disinfectant cleaner to include:</b>							
	a. Remove all foreign objects from drinking fountain	X	X	X	X	X	X	X
	b. Clean drinking fountain	X	X	X	X	X	X	X
<b>6</b>	<b>Sweep within 10 feet of each entrance and remove trash from outside trash cans.</b>	X	X	X	X	X	X	X
<b>7</b>	<b>Clean all interior windows (ceiling windows).</b>	X	X	X	X	X	X	X
<b>8</b>	<b>Clean out "chase area" (mechanical room); includes sweeping, mopping and removing cobwebs.</b>	Monthly						
<b>9</b>	<b>Deep Cleaning includes hot water pressure wash with *disinfectant. Separate price and approval required by City prior to work.</b>	As Needed						

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Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.

**Cleaning must be completed between 4:00 a.m. and 8:00 a.m.**

**Frequency for this restroom only:**

**March 1- November 30 : 7 days per week (Sun through Sat)**

**December 1 - February 28: Restroom Closed**

**Kayu Kayu Ac Park Restroom**  
**260 sq. ft. (Location L on the Map).**  
**Cleaning Tasks**

**EXHIBIT A**  
**19911 Richmond Beach Dr**

		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
	a. Cobweb removal	X	X	X	X	X	X	X
	b. Doors (interior and exterior)	X	X	X	X	X	X	X
	c. Interior walls	X	X	X	X	X	X	X
<b>2</b>	<b>Empty garbage to include:</b>							
	a. Empty all garbage cans once they are half-full or sooner if unpleasant odor.	X	X	X	X	X	X	X
	b. Provide/replace trash can liners - replace also when they become stained, soiled or torn.	X	X	X	X	X	X	X
	c. Remove all garbage from site and haul and dump trash at designated City's dumpsters located at Hamlin Maintenance Facility.	X	X	X	X	X	X	X
	d. Verify restroom is free of graffiti and garbage can is free of dents and graffiti. Janitors are to notify City Representative daily of any graffiti, vandalism and repair needs inside and outside of the restrooms.	X	X	X	X	X	X	X
<b>3</b>	<b>Clean restrooms to include:</b> <b>Note: Use *disinfectant to clean toilets, sinks and floor.</b>							
	a. Sanitize all toilets, urinals, tile walls, floors and wash basins, etc.	X	X	X	X	X	X	X
	b. Plunge and flush toilets. Check faucet and floor drains	X	X	X	X	X	X	X
	c. Clean chrome, mirrors, mirror frames, metal work and dispensers, vanity counters, doors, etc.	X	X	X	X	X	X	X
	d. Fill all paper towel dispensers and toilet tissue holders	X	X	X	X	X	X	X
	e. Remove all foreign objects from toilets and sinks	X	X	X	X	X	X	X
<b>4</b>	<b>Clean floors to include:</b>							
	a. Sweep floor before mopping and use a dust pan to remove and properly dispose of sweepings in the trash	X	X	X	X	X	X	X
	b. Damp mop with a cleaner	X	X	X	X	X	X	X
	c. Squeegee floor dry after mopping	X	X	X	X	X	X	X
<b>5</b>	<b>Clean chrome fixtures with *disinfectant cleaner to include:</b>							
	a. Remove all foreign objects from drinking fountain	X	X	X	X	X	X	X
	b. Clean drinking fountain	X	X	X	X	X	X	X
<b>6</b>	<b>Sweep within 10 feet of each entrance and remove trash from outside trash cans.</b>	X	X	X	X	X	X	X
<b>7</b>	<b>Clean all interior windows (ceiling windows).</b>	X	X	X	X	X	X	X
<b>8</b>	<b>Clean out "chase area" (mechanical room); includes sweeping, mopping and removing cobwebs.</b>	Monthly						
<b>9</b>	<b>Deep Cleaning includes hot water pressure wash with *disinfectant. Separate price and approval required by City prior to work.</b>	As Needed						

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Cleaning must be completed between 4:00 a.m. and 8:00 a.m.

**Hamlin Park Upper Restroom**  
**435 sq. ft. (Location M on the Map).**  
**Cleaning Tasks**

**EXHIBIT A**  
**16006 15th Ave NE**

		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
	a. Cobweb removal	X	X	X	X	X	X	X
	b. Doors (interior and exterior)	X	X	X	X	X	X	X
	c. Interior walls	X	X	X	X	X	X	X
<b>2</b>	<b>Empty garbage to include:</b>							
	a. Empty all garbage cans once they are half-full or sooner if unpleasant odor.	X	X	X	X	X	X	X
	b. Provide/replace trash can liners - replace also when they become stained, soiled or torn.	X	X	X	X	X	X	X
	c. Remove all garbage from site and haul and dump trash at designated City's dumpsters located at Hamlin Maintenance Facility.	X	X	X	X	X	X	X
	d. Verify restroom is free of graffiti and garbage can is free of dents and graffiti. Janitors are to notify City Representative daily of any graffiti, vandalism and repair needs inside and outside of the restrooms.	X	X	X	X	X	X	X
<b>3</b>	<b>Clean restrooms to include:</b>							
	<b>Note: Use *disinfectant to clean toilets, sinks and floor.</b>							
	a. Sanitize all toilets, urinals, tile walls, floors and wash basins, etc.	X	X	X	X	X	X	X
	b. Plunge and flush toilets. Check faucet and floor drains	X	X	X	X	X	X	X
	c. Clean chrome, mirrors, mirror frames, metal work and dispensers, vanity counters, doors, etc.	X	X	X	X	X	X	X
	d. Fill all paper towel dispensers and toilet tissue holders	X	X	X	X	X	X	X
	e. Remove all foreign objects from toilets and sinks	X	X	X	X	X	X	X
<b>4</b>	<b>Clean floors to include:</b>							
	a. Sweep floors before mopping and use a dust pan to remove and properly dispose of sweepings in the trash	X	X	X	X	X	X	X
	b. Damp mop with a cleaner	X	X	X	X	X	X	X
	c. Squeegee floors dry after mopping	X	X	X	X	X	X	X
<b>5</b>	<b>Clean chrome fixtures with *disinfectant cleaner to include:</b>							
	a. Remove all foreign objects from drinking fountain	X	X	X	X	X	X	X
	b. Clean drinking fountain	X	X	X	X	X	X	X
<b>6</b>	<b>Sweep within 10 feet of each entrance and remove trash from outside trash cans.</b>	X	X	X	X	X	X	X
<b>7</b>	<b>Clean all interior windows (ceiling windows).</b>	X	X	X	X	X	X	X
<b>8</b>	<b>Clean out "chase area" (mechanical room); includes sweeping, mopping and removing cobwebs.</b>	Monthly						
<b>9</b>	<b>Deep Cleaning includes hot water pressure wash with *disinfectant. Separate price and approval required by City prior to work.</b>	As Needed						

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Cleaning must be completed between 4:00 a.m. and 8:00 a.m.

**Hamlin Park Lower Restroom**  
**435 sq. ft. (Location N on the Map).**  
**Cleaning Tasks**

**EXHIBIT A**  
**16006 15th AVE NE**

		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
	a. Cobweb removal	X	X	X	X	X	X	X
	b. Doors (interior and exterior)	X	X	X	X	X	X	X
	c. Interior walls	X	X	X	X	X	X	X
<b>2</b>	<b>Empty garbage to include:</b>							
	a. Empty all garbage cans once they are half-full or sooner if unpleasant odor.	X	X	X	X	X	X	X
	b. Provide/replace trash can liners - replace also when they become stained, soiled or torn.	X	X	X	X	X	X	X
	c. Remove all garbage from site and haul and dump trash at designated City's dumpsters located at Hamlin Maintenance Facility.	X	X	X	X	X	X	X
	d. Verify restroom is free of graffiti and garbage can is free of dents and graffiti. Janitors are to notify City Representative daily of any graffiti, vandalism and repair needs inside and outside of the restrooms.	X	X	X	X	X	X	X
<b>3</b>	<b>Clean restrooms to include:</b> <b>Note: Use *disinfectant to clean toilets, sinks and floor.</b>							
	a. Sanitize all toilets, urinals, tile walls, floors and wash basins, etc.	X	X	X	X	X	X	X
	b. Plunge and flush toilets. Check faucet and floor drains	X	X	X	X	X	X	X
	c. Clean chrome, mirrors, mirror frames, metal work and dispensers, vanity counters, doors, etc.	X	X	X	X	X	X	X
	d. Fill all paper towel dispensers and toilet tissue holders	X	X	X	X	X	X	X
	e. Remove all foreign objects from toilets and sinks	X	X	X	X	X	X	X
<b>4</b>	<b>Clean floors to include:</b>							
	a. Sweep floors before mopping and use a dust pan to remove and properly dispose of sweepings in the trash	X	X	X	X	X	X	X
	b. Damp mop with a cleaner	X	X	X	X	X	X	X
	c. Squeegee floors dry after mopping	X	X	X	X	X	X	X
<b>5</b>	<b>Clean chrome fixtures with *disinfectant cleaner to include:</b>							
	a. Remove all foreign objects from drinking fountain	X	X	X	X	X	X	X
	b. Clean drinking fountain	X	X	X	X	X	X	X
<b>6</b>	<b>Sweep within 10 feet of each entrance and remove trash from outside trash cans.</b>	X	X	X	X	X	X	X
<b>7</b>	<b>Clean all interior windows (ceiling windows).</b>	X	X	X	X	X	X	X
<b>8</b>	<b>Clean out "chase area" (mechanical room); includes sweeping, mopping and removing cobwebs.</b>	Monthly						
<b>9</b>	<b>Deep Cleaning includes hot water pressure wash with *disinfectant. Separate price and approval required by City prior to work.</b>	As Needed						

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Cleaning must be completed between 4:00 a.m. and 8:00 a.m.

**Shoreview Park Upper Restroom**

515 sq. ft. (Location O on the Map).

**EXHIBIT A**

700 NW Innis Arden Way

Cleaning Tasks		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
a.	Cobweb removal	X	X	X	X	X	X	X
b.	Doors (interior and exterior)	X	X	X	X	X	X	X
c.	Interior walls	X	X	X	X	X	X	X
<b>2</b>	<b>Empty garbage to include:</b>							
a.	Empty all garbage cans once they are half-full or sooner if unpleasant odor.	X	X	X	X	X	X	X
b.	Provide/replace trash can liners - replace also when they become stained, soiled or torn.	X	X	X	X	X	X	X
c.	Remove all garbage from site and haul and dump trash at designated City's dumpsters located at Hamlin Maintenance Facility.	X	X	X	X	X	X	X
d.	Verify restroom is free of graffiti and garbage can is free of dents and graffiti. Janitors are to notify City Representative daily of any graffiti, vandalism and repair needs inside and outside of the restrooms.	X	X	X	X	X	X	X
<b>3</b>	<b>Clean restrooms to include:</b>							
	<b>Note: Use *disinfectant to clean toilets, sinks and floor.</b>							
a.	Sanitize all toilets, urinals, tile walls, floors and wash basins, etc.	X	X	X	X	X	X	X
b.	Plunge and flush toilets. Check faucet and floor drains	X	X	X	X	X	X	X
c.	Clean chrome, mirrors, mirror frames, metal work and dispensers, vanity counters, doors, etc.	X	X	X	X	X	X	X
d.	Fill all paper towel dispensers and toilet tissue holders	X	X	X	X	X	X	X
e.	Remove all foreign objects from toilets and sinks	X	X	X	X	X	X	X
<b>4</b>	<b>Clean floors to include:</b>							
a.	Sweep floors before mopping and use a dust pan to remove and properly dispose of sweepings in the trash	X	X	X	X	X	X	X
b.	Damp mop with a cleaner	X	X	X	X	X	X	X
c.	Squeegee floors dry after mopping	X	X	X	X	X	X	X
<b>5</b>	<b>Clean chrome fixtures with *disinfectant cleaner to include:</b>							
a.	Remove all foreign objects from drinking fountain	X	X	X	X	X	X	X
b.	Clean drinking fountain	X	X	X	X	X	X	X
<b>6</b>	<b>Sweep within 10 feet of each entrance and remove trash from outside trash cans.</b>	X	X	X	X	X	X	X
<b>7</b>	<b>Clean all interior windows (ceiling windows).</b>	X	X	X	X	X	X	X
<b>8</b>	<b>Clean out "chase area" (mechanical room); includes sweeping, mopping and removing cobwebs.</b>	Monthly						
<b>9</b>	<b>Deep Cleaning includes hot water pressure wash with *disinfectant. Separate price and approval required by City prior to work.</b>	As Needed						

\*The City requires the use of environmentally preferable janitorial disinfectant products that have been third-party certified by either Green Seal and/or Ecologo and that are bio-based products.

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Cleaning must be completed between 4:00 a.m. and 8:00 a.m.

**Shoreview Park Lower Restroom**

515 sq. ft. (Location P on the Map).

**Cleaning Tasks**

**EXHIBIT A  
700 NW Innis Arden Way**

		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
	a. Cobweb removal	X	X	X	X	X	X	X
	b. Doors (interior and exterior)	X	X	X	X	X	X	X
	c. Interior walls	X	X	X	X	X	X	X
<b>2</b>	<b>Empty garbage to include:</b>							
	a. Empty all garbage cans once they are half-full or sooner if unpleasant odor.	X	X	X	X	X	X	X
	b. Provide/replace trash can liners - replace also when they become stained, soiled or torn.	X	X	X	X	X	X	X
	c. Remove all garbage from site and haul and dump trash at designated City's dumpsters located at Hamlin Maintenance Facility.	X	X	X	X	X	X	X
	d. Verify restroom is free of graffiti and garbage can is free of dents and graffiti. Janitors are to notify City Representative daily of any graffiti, vandalism and repair needs inside and outside of the restrooms.	X	X	X	X	X	X	X
<b>3</b>	<b>Clean restrooms to include: Note: Use *disinfectant to clean toilets, sinks and floor.</b>							
	a. Sanitize all toilets, urinals, tile walls, floors and wash basins, etc.	X	X	X	X	X	X	X
	b. Plunge and flush toilets. Check faucet and floor drains	X	X	X	X	X	X	X
	c. Clean chrome, mirrors, mirror frames, metal work and dispensers, vanity counters, doors, etc.	X	X	X	X	X	X	X
	d. Fill all paper towel dispensers and toilet tissue holders	X	X	X	X	X	X	X
	e. Remove all foreign objects from toilets and sinks	X	X	X	X	X	X	X
<b>4</b>	<b>Clean floors to include:</b>							
	a. Sweep floors before mopping and use a dust pan to remove and properly dispose of sweepings in the trash	X	X	X	X	X	X	X
	b. Damp mop with a cleaner	X	X	X	X	X	X	X
	c. Squeegee floors dry after mopping	X	X	X	X	X	X	X
<b>5</b>	<b>Clean chrome fixtures with *disinfectant cleaner to include:</b>							
	a. Remove all foreign objects from drinking fountain	X	X	X	X	X	X	X
	b. Clean drinking fountain	X	X	X	X	X	X	X
<b>6</b>	<b>Sweep within 10 feet of each entrance and remove trash from outside trash cans.</b>	X	X	X	X	X	X	X
<b>7</b>	<b>Clean all interior windows (ceiling windows).</b>	X	X	X	X	X	X	X
<b>8</b>	<b>Clean out "chase area" (mechanical room); includes sweeping, mopping and removing cobwebs.</b>	Monthly						
<b>9</b>	<b>Deep Cleaning includes hot water pressure wash with *disinfectant. Separate price and approval required by City prior to work.</b>	As Needed						

\*The City requires the use of environmentally preferable janitorial disinfectant products that have been third-party certified by either Green Seal and/or Ecologo and that are bio-based products.

Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.

Cleaning must be completed between 4:00 a.m. and 8:00 a.m.

**Paramount Park Restroom**  
**525 sq. ft. (Location Q on the Map).**  
**Cleaning Tasks**

**EXHIBIT A**  
**15300 8th Ave NE**

		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
	a. Cobweb removal	X	X	X	X	X	X	X
	b. Doors (interior and exterior)	X	X	X	X	X	X	X
	c. Interior walls	X	X	X	X	X	X	X
<b>2</b>	<b>Empty garbage to include:</b>							
	a. Empty all garbage cans once they are half-full or sooner if unpleasant odor.	X	X	X	X	X	X	X
	b. Provide/replace trash can liners - replace also when they become stained, soiled or torn.	X	X	X	X	X	X	X
	c. Remove all garbage from site and haul and dump trash at designated City's dumpsters located at Hamlin Maintenance Facility.	X	X	X	X	X	X	X
	d. Verify restroom is free of graffiti and garbage can is free of dents and graffiti. Janitors are to notify City Representative daily of any graffiti, vandalism and repair needs inside and outside of the restrooms.	X	X	X	X	X	X	X
<b>3</b>	<b>Clean restrooms to include:</b> <b>Note: Use *disinfectant to clean toilets, sinks and floor.</b>							
	a. Sanitize all toilets, urinals, tile walls, floors and wash basins, etc.	X	X	X	X	X	X	X
	b. Plunge and flush toilets. Check faucet and floor drains	X	X	X	X	X	X	X
	c. Clean chrome, mirrors, mirror frames, metal work and dispensers, vanity counters, doors, etc.	X	X	X	X	X	X	X
	d. Fill all paper towel dispensers and toilet tissue holders	X	X	X	X	X	X	X
	e. Remove all foreign objects from toilets and sinks	X	X	X	X	X	X	X
<b>4</b>	<b>Clean floors to include:</b>							
	a. Sweep floors before mopping and use a dust pan to remove and properly dispose of sweepings in the trash	X	X	X	X	X	X	X
	b. Damp mop with a cleaner	X	X	X	X	X	X	X
	c. Squeegee floors dry after mopping	X	X	X	X	X	X	X
<b>5</b>	<b>Clean chrome fixtures with *disinfectant cleaner to include:</b>							
	a. Remove all foreign objects from drinking fountain	X	X	X	X	X	X	X
	b. Clean drinking fountain	X	X	X	X	X	X	X
<b>6</b>	<b>Sweep within 10 feet of each entrance and remove trash from outside trash cans.</b>	X	X	X	X	X	X	X
<b>7</b>	<b>Clean all interior windows (ceiling windows).</b>	X	X	X	X	X	X	X
<b>8</b>	<b>Clean out "chase area" (mechanical room); includes sweeping, mopping and removing cobwebs.</b>	Monthly						
<b>9</b>	<b>Deep Cleaning includes hot water pressure wash with *disinfectant. Separate price and approval required by City prior to work.</b>	As Needed						

\*The City requires the use of environmentally preferable janitorial disinfectant products that have been third-party certified by either Green Seal and/or Ecologo and that are bio-based products.

Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.

Cleaning must be completed between 4:00 a.m. and 8:00 a.m.



**Richmond Beach Saltwater Park Upper Restroom**

**EXHIBIT A**

505 sq. ft. (Location S on the Map).

2021 NW 190th Street

Cleaning Tasks		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
a.	Cobweb removal	X	X	X	X	X	X	X
b.	Doors (interior and exterior)	X	X	X	X	X	X	X
c.	Interior walls	X	X	X	X	X	X	X
<b>2</b>	<b>Empty garbage to include:</b>							
a.	Empty all garbage cans once they are half-full or sooner if unpleasant odor.	X	X	X	X	X	X	X
b.	Provide/replace trash can liners - replace also when they become stained, soiled or torn.	X	X	X	X	X	X	X
c.	Remove all garbage from site and haul and dump trash at designated City's dumpsters located at Hamlin Maintenance Facility.	X	X	X	X	X	X	X
d.	Verify restroom is free of graffiti and garbage can is free of dents and graffiti. Janitors are to notify City Representative daily of any graffiti, vandalism and repair needs inside and outside of the restrooms.	X	X	X	X	X	X	X
<b>3</b>	<b>Clean restrooms to include:</b>							
	<b>Note: Use *disinfectant to clean toilets, sinks and floor.</b>							
a.	Sanitize all toilets, urinals, tile walls, floors and wash basins, etc.	X	X	X	X	X	X	X
b.	Plunge and flush toilets. Check faucet and floor drains	X	X	X	X	X	X	X
c.	Clean chrome, mirrors, mirror frames, metal work and dispensers, vanity counters, doors, etc.	X	X	X	X	X	X	X
d.	Fill all paper towel dispensers and toilet tissue holders	X	X	X	X	X	X	X
e.	Remove all foreign objects from toilets and sinks	X	X	X	X	X	X	X
<b>4</b>	<b>Clean floors to include:</b>							
a.	Sweep floors before mopping and use a dust pan to remove and properly dispose of sweepings in the trash	X	X	X	X	X	X	X
b.	Damp mop with a cleaner	X	X	X	X	X	X	X
c.	Squeegee floors dry after mopping	X	X	X	X	X	X	X
<b>5</b>	<b>Clean chrome fixtures with *disinfectant cleaner to include:</b>							
a.	Remove all foreign objects from drinking fountain	X	X	X	X	X	X	X
b.	Clean drinking fountain	X	X	X	X	X	X	X
<b>6</b>	<b>Sweep within 10 feet of each entrance and remove trash from outside trash cans.</b>	X	X	X	X	X	X	X
<b>7</b>	<b>Clean all interior windows (ceiling windows).</b>	X	X	X	X	X	X	X
<b>8</b>	<b>Clean out "chase area" (mechanical room); includes sweeping, mopping and removing cobwebs.</b>	Monthly						
<b>9</b>	<b>Deep Cleaning includes hot water pressure wash with *disinfectant. Separate price and approval required by City prior to work.</b>	As Needed						

\*The City requires the use of environmentally preferable janitorial disinfectant products that have been third-party certified by either Green Seal and/or Ecologo and that are bio-based products.

Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.

Cleaning must be completed between 4:00 a.m. and 8:00 a.m.

**Richmond Beach Saltwater Park Lower  
Restroom**

**EXHIBIT A**

505 sq. ft. (Location R on the Map).

2021 NW 190th Street

Cleaning Tasks		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
a.	Cobweb removal	X	X	X	X	X	X	X
b.	Doors (interior and exterior)	X	X	X	X	X	X	X
c.	Interior walls	X	X	X	X	X	X	X
<b>2</b>	<b>Empty garbage to include:</b>							
a.	Empty all garbage cans once they are half-full or sooner if unpleasant odor.	X	X	X	X	X	X	X
b.	Provide/replace trash can liners - replace also when they become stained, soiled or torn.	X	X	X	X	X	X	X
c.	Remove all garbage from site and haul and dump trash at designated City's dumpsters located at Hamlin Maintenance Facility.	X	X	X	X	X	X	X
d.	Verify restroom is free of graffiti and garbage can is free of dents and graffiti. Janitors are to notify City Representative daily of any graffiti, vandalism and repair needs inside and outside of the restrooms.	X	X	X	X	X	X	X
<b>3</b>	<b>Clean restrooms to include:</b>							
	<b>Note: Use *disinfectant to clean toilets, sinks and floor.</b>							
a.	Sanitize all toilets, urinals, tile walls, floors and wash basins, etc.	X	X	X	X	X	X	X
b.	Plunge and flush toilets. Check faucet and floor drains	X	X	X	X	X	X	X
c.	Clean chrome, mirrors, mirror frames, metal work and dispensers, vanity counters, doors, etc.	X	X	X	X	X	X	X
d.	Fill all paper towel dispensers and toilet tissue holders	X	X	X	X	X	X	X
e.	Remove all foreign objects from toilets and sinks	X	X	X	X	X	X	X
<b>4</b>	<b>Clean floors to include:</b>							
a.	Sweep floors before mopping and use a dust pan to remove and properly dispose of sweepings in the trash	X	X	X	X	X	X	X
b.	Damp mop with a cleaner	X	X	X	X	X	X	X
c.	Squeegee floors dry after mopping	X	X	X	X	X	X	X
<b>5</b>	<b>Clean chrome fixtures with *disinfectant cleaner to include:</b>							
a.	Remove all foreign objects from drinking fountain	X	X	X	X	X	X	X
b.	Clean drinking fountain	X	X	X	X	X	X	X
<b>6</b>	<b>Sweep within 10 feet of each entrance and remove trash from outside trash cans.</b>	X	X	X	X	X	X	X
<b>7</b>	<b>Clean all interior windows (ceiling windows).</b>	X	X	X	X	X	X	X
<b>8</b>	<b>Clean out "chase area" (mechanical room); includes sweeping, mopping and removing cobwebs.</b>	Monthly						
<b>9</b>	<b>Deep Cleaning includes hot water pressure wash with *disinfectant. Separate price and approval required by City prior to work.</b>	As Needed						

\*The City requires the use of environmentally preferable janitorial disinfectant products that have been third-party certified by either Green Seal and/or Ecologo and that are bio-based products.

Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.

Cleaning must be completed between 4:00 a.m. and 8:00 a.m.

## Richmond Highlands Park Restroom

361 sq. ft. (Location T on the Map).

## EXHIBIT A

16554 Fremont Ave N

Cleaning Tasks		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
a.	Cobweb removal	X	X	X	X	X	X	X
b.	Doors (interior and exterior)	X	X	X	X	X	X	X
c.	Interior walls	X	X	X	X	X	X	X
<b>2</b>	<b>Empty garbage to include:</b>							
a.	Empty all garbage cans once they are half-full or sooner if unpleasant odor.	X	X	X	X	X	X	X
b.	Provide/replace trash can liners - replace also when they become stained, soiled or torn.	X	X	X	X	X	X	X
c.	Remove all garbage from site and haul and dump trash at designated City's dumpsters located at Hamlin Maintenance Facility.	X	X	X	X	X	X	X
d.	Verify restroom is free of graffiti and garbage can is free of dents and graffiti. Janitors are to notify City Representative daily of any graffiti, vandalism and repair needs inside and outside of the restrooms.	X	X	X	X	X	X	X
<b>3</b>	<b>Clean restrooms to include:</b>							
	<b>Note: Use *disinfectant to clean toilets, sinks and floor.</b>							
a.	Sanitize all toilets, urinals, tile walls, floors and wash basins, etc.	X	X	X	X	X	X	X
b.	Plunge and flush toilets. Check faucet and floor drains	X	X	X	X	X	X	X
c.	Clean chrome, mirrors, mirror frames, metal work and dispensers, vanity counters, doors, etc.	X	X	X	X	X	X	X
d.	Fill all paper towel dispensers and toilet tissue holders	X	X	X	X	X	X	X
e.	Remove all foreign objects from toilets and sinks	X	X	X	X	X	X	X
<b>4</b>	<b>Clean floors to include:</b>							
a.	Sweep floors before mopping and use a dust pan to remove and properly dispose of sweepings in the trash	X	X	X	X	X	X	X
b.	Damp mop with a cleaner	X	X	X	X	X	X	X
c.	Squeegee floors dry after mopping	X	X	X	X	X	X	X
<b>5</b>	<b>Clean chrome fixtures with *disinfectant cleaner to include:</b>							
a.	Remove all foreign objects from drinking fountain	X	X	X	X	X	X	X
b.	Clean drinking fountain	X	X	X	X	X	X	X
<b>6</b>	<b>Sweep within 10 feet of each entrance and remove trash from outside trash cans.</b>	X	X	X	X	X	X	X
<b>7</b>	<b>Clean all interior windows (ceiling windows).</b>	X	X	X	X	X	X	X
<b>8</b>	<b>Clean out "chase area" (mechanical room); includes sweeping, mopping and removing cobwebs.</b>	Monthly						
<b>9</b>	<b>Deep Cleaning includes hot water pressure wash with *disinfectant. Separate price and approval required by City prior to work.</b>	As Needed						

\*The City requires the use of environmentally preferable janitorial disinfectant products that have been third-party certified by either Green Seal and/or Ecologo and that are bio-based products.

Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.

Cleaning must be completed between 4:00 a.m. and 8:00 a.m.

**Shoreline Park Restroom**  
**500 sq. ft. (Location U on the Map).**  
**Cleaning Tasks**

**EXHIBIT A**  
**19030 1st Avenue NE**

		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
	a. Cobweb removal	X	X	X	X	X	X	X
	b. Doors (interior and exterior)	X	X	X	X	X	X	X
	c. Interior walls	X	X	X	X	X	X	X
<b>2</b>	<b>Empty garbage to include:</b>							
	a. Empty all garbage cans once they are half-full or sooner if unpleasant odor.	X	X	X	X	X	X	X
	b. Provide/replace trash can liners - replace also when they become stained, soiled or torn.	X	X	X	X	X	X	X
	c. Remove all garbage from site and haul and dump trash at designated City's dumpsters located at Hamlin Maintenance Facility.	X	X	X	X	X	X	X
	d. Verify restroom is free of graffiti and garbage can is free of dents and graffiti. Janitors are to notify City Representative daily of any graffiti, vandalism and repair needs inside and outside of the restrooms.	X	X	X	X	X	X	X
<b>3</b>	<b>Clean restrooms to include:</b>							
	<b>Note: Use * disinfectant to clean toilets, sinks and floor.</b>							
	a. Sanitize all toilets, urinals, tile walls, floors and wash basins, etc.	X	X	X	X	X	X	X
	b. Plunge and flush toilets. Check faucet and floor drains	X	X	X	X	X	X	X
	c. Clean chrome, mirrors, mirror frames, metal work and dispensers, vanity counters, doors, etc.	X	X	X	X	X	X	X
	d. Fill all paper towel dispensers and toilet tissue holders	X	X	X	X	X	X	X
	e. Remove all foreign objects from toilets and sinks	X	X	X	X	X	X	X
<b>4</b>	<b>Clean floors to include:</b>							
	a. Sweep floors before mopping and use a dust pan to remove and properly dispose of sweepings in the trash	X	X	X	X	X	X	X
	b. Damp mop with a cleaner	X	X	X	X	X	X	X
	c. Squeegee floors dry after mopping	X	X	X	X	X	X	X
<b>5</b>	<b>Clean chrome fixtures with *disinfectant cleaner to include:</b>							
	a. Remove all foreign objects from drinking fountain	X	X	X	X	X	X	X
	b. Clean drinking fountain	X	X	X	X	X	X	X
<b>6</b>	<b>Sweep within 10 feet of each entrance and remove trash from outside trash cans.</b>	X	X	X	X	X	X	X
<b>7</b>	<b>Clean all interior windows (ceiling windows).</b>	X	X	X	X	X	X	X
<b>8</b>	<b>Clean out "chase area" (mechanical room); includes sweeping, mopping and removing cobwebs.</b>	Monthly						
<b>9</b>	<b>Deep Cleaning includes hot water pressure wash with *disinfectant. Separate price and approval required by City prior to work.</b>	As Needed						

\*The City requires the use of environmentally preferable janitorial disinfectant products that have been third-party certified by either Green Seal and/or Ecologo and that are bio-based products.

Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.

Cleaning must be completed between 4:00 a.m. and 8:00 a.m.

**Twin Ponds Park Restroom**  
**380 sq. ft. (Location V on the Map).**

**EXHIBIT A**  
**15401 1st Ave NE**

Cleaning Tasks		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
a.	Cobweb removal	X	X	X	X	X	X	X
b.	Doors (interior and exterior)	X	X	X	X	X	X	X
c.	Interior walls	X	X	X	X	X	X	X
<b>2</b>	<b>Empty garbage to include:</b>							
a.	Empty all garbage cans once they are half-full or sooner if unpleasant odor.	X	X	X	X	X	X	X
b.	Provide/replace trash can liners - replace also when they become stained, soiled or torn.	X	X	X	X	X	X	X
c.	Remove all garbage from site and haul and dump trash at designated City's dumpsters located at Hamlin Maintenance Facility.	X	X	X	X	X	X	X
d.	Verify restroom is free of graffiti and garbage can is free of dents and graffiti. Janitors are to notify City Representative daily of any graffiti, vandalism and repair needs inside and outside of the restrooms.	X	X	X	X	X	X	X
<b>3</b>	<b>Clean restrooms to include:</b> <b>Note: Use *disinfectant to clean toilets, sinks and floor.</b>							
a.	Sanitize all toilets, urinals, tile walls, floors and wash basins, etc.	X	X	X	X	X	X	X
b.	Plunge and flush toilets. Check faucet and floor drains	X	X	X	X	X	X	X
c.	Clean chrome, mirrors, mirror frames, metal work and dispensers, vanity counters, doors, etc.	X	X	X	X	X	X	X
d.	Fill all paper towel dispensers and toilet tissue holders	X	X	X	X	X	X	X
e.	Remove all foreign objects from toilets and sinks	X	X	X	X	X	X	X
<b>4</b>	<b>Clean floors to include:</b>							
a.	Sweep floors before mopping and use a dust pan to remove and properly dispose of sweepings in the trash	X	X	X	X	X	X	X
b.	Damp mop with a cleaner	X	X	X	X	X	X	X
c.	Squeegee floors dry after mopping	X	X	X	X	X	X	X
<b>5</b>	<b>Clean chrome fixtures with *disinfectant cleaner to include:</b>							
a.	Remove all foreign objects from drinking fountain	X	X	X	X	X	X	X
b.	Clean drinking fountain	X	X	X	X	X	X	X
<b>6</b>	<b>Sweep within 10 feet of each entrance and remove trash from outside trash cans.</b>	X	X	X	X	X	X	X
<b>7</b>	<b>Clean all interior windows (ceiling windows).</b>	X	X	X	X	X	X	X
<b>8</b>	<b>Clean out "chase area" (mechanical room); includes sweeping, mopping and removing cobwebs.</b>	Monthly						
<b>9</b>	<b>Deep Cleaning includes hot water pressure wash with *disinfectant. Separate price and approval required by City prior to work.</b>	As Needed						

\*The City requires the use of environmentally preferable janitorial disinfectant products that have been third-party certified by either Green Seal and/or Ecologo and that are bio-based products.

Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.

Cleaning must be completed between 4:00 a.m. and 8:00 a.m.

**Cromwell Park Restroom**  
**220 sq. ft. (Location W on the Map).**  
**Cleaning Tasks**

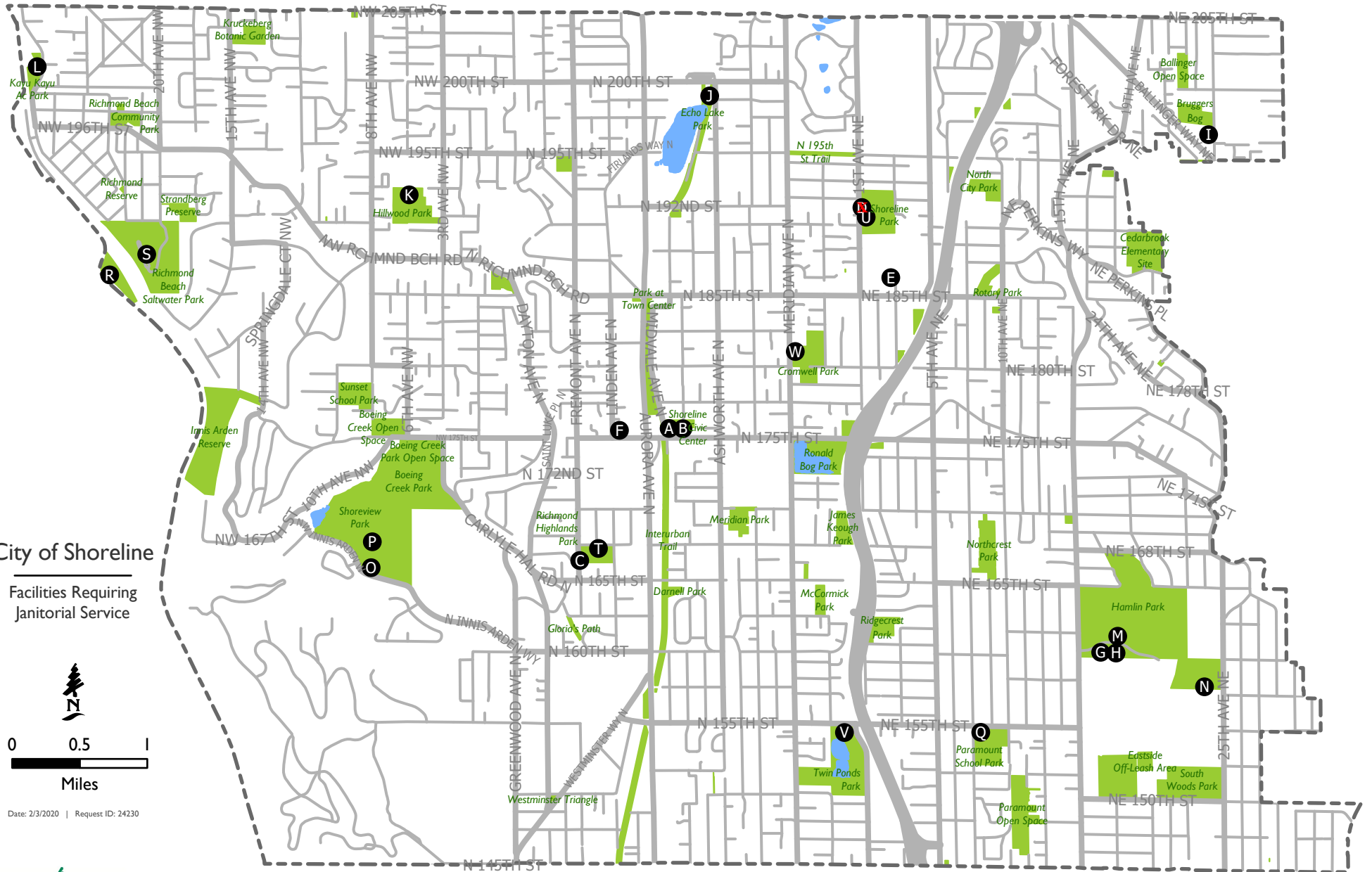
**EXHIBIT A**  
**18030 Meridian Ave N**

		Mon	Tues	Wed	Thu	Fri	Sat	Sun
<b>1</b>	<b>Dust, wipe, spot clean and remove finger prints to include:</b>							
	a. Cobweb removal	X	X	X	X	X	X	X
	b. Doors (interior and exterior)	X	X	X	X	X	X	X
	c. Interior walls	X	X	X	X	X	X	X
<b>2</b>	<b>Empty garbage to include:</b>							
	a. Empty all garbage cans once they are half-full or sooner if unpleasant odor.	X	X	X	X	X	X	X
	b. Provide/replace trash can liners - replace also when they become stained, soiled or torn.	X	X	X	X	X	X	X
	c. Remove all garbage from site and haul and dump trash at designated City's dumpsters located at Hamlin Maintenance Facility.	X	X	X	X	X	X	X
	d. Verify restroom is free of graffiti and garbage can is free of dents and graffiti. Janitors are to notify City Representative daily of any graffiti, vandalism and repair needs inside and outside of the restrooms.	X	X	X	X	X	X	X
<b>3</b>	<b>Clean restrooms to include:</b>							
	<b>Note: Use *disinfectant to clean toilets, sinks and floor.</b>							
	a. Sanitize all toilets, urinals, tile walls, floors and wash basins, etc.	X	X	X	X	X	X	X
	b. Plunge and flush toilets. Check faucet and floor drains	X	X	X	X	X	X	X
	c. Clean chrome, mirrors, mirror frames, metal work and dispensers, vanity counters, doors, etc.	X	X	X	X	X	X	X
	d. Fill all paper towel dispensers and toilet tissue holders	X	X	X	X	X	X	X
	e. Remove all foreign objects from toilets and sinks	X	X	X	X	X	X	X
<b>4</b>	<b>Clean floors to include:</b>							
	a. Sweep floors before mopping and use a dust pan to remove and properly dispose of sweepings in the trash	X	X	X	X	X	X	X
	b. Damp mop with a cleaner	X	X	X	X	X	X	X
	c. Squeegee floors dry after mopping	X	X	X	X	X	X	X
<b>5</b>	<b>Clean chrome fixtures with *disinfectant cleaner to include:</b>							
	a. Remove all foreign objects from drinking fountain	X	X	X	X	X	X	X
	b. Clean drinking fountain	X	X	X	X	X	X	X
<b>6</b>	<b>Sweep within 10 feet of each entrance and remove trash from outside trash cans.</b>	X	X	X	X	X	X	X
<b>7</b>	<b>Clean all interior windows (ceiling windows).</b>	X	X	X	X	X	X	X
	<b>Clean out "chase area" (mechanical room); includes sweeping, mopping and removing cobwebs.</b>	Monthly						
<b>9</b>	<b>Deep Cleaning includes hot water pressure wash with *disinfectant. Separate price and approval required by City prior to work.</b>	As Needed						

\*The City requires the use of environmentally preferable janitorial disinfectant products that have been third-party certified by either Green Seal and/or Ecologo and that are bio-based products.

Equipment and supplies will be purchased for cleaning tasks and will not be used for another site on campus. All cleaning supplies shall be maintained and stored in a manner that will not support growth and spread of pathogen organisms. Mops and rags shall be disinfected in a soaking solution after each service and replaced on a weekly basis. All cleaning equipment will be washed after each service with a germicidal solution, rinsed and air dried.

Cleaning must be completed between 4:00 a.m. and 8:00 a.m.



City of Shoreline

Facilities Requiring Janitorial Service



0 0.5 1  
Miles

Date: 2/3/2020 | Request ID: 24230



Geographic Information System

This map is not an official map. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.

City of Shoreline RFP  
Janitorial Services

- |  |  |  |  |  |
|--|--|--|--|--|
| <b>A</b> Shoreline City Hall<br>17500 Midvale Ave N                      | <b>F</b> Wastewater Facility Offices<br>17505 Linden Ave N                         | <b>J</b> Echo Lake Restroom<br>19001 Ashworth Ave N                | <b>O</b> Shoreview Park Upper Restroom<br>700 NW Innis Arden Way   | <b>T</b> Richmond Highlands Park Restroom<br>16554 Fremont Ave N |
| <b>B</b> Shoreline Police Station including Jails<br>17500 Midvale Ave N | <b>G</b> Hamlin Maintenance Facility - PW<br>16006 15th Ave NE                     | <b>K</b> Hillwood Restroom<br>19001 3rd Ave NW                     | <b>P</b> Shoreview Park Lower Restroom<br>700 NW Innis Arden Way   | <b>U</b> Shoreline Park Restroom<br>19030 1st Ave NE             |
| <b>C</b> Richmond Highlands Rec Center<br>16554 Fremont Ave N            | <b>H</b> Hamlin Maintenance Facility - Parks<br>16006 15th Ave NE                  | <b>L</b> Kayu Kayu Restroom<br>19911 Richmond Beach Dr NW          | <b>Q</b> Paramount Restroom<br>15300 8th Ave NE                    | <b>V</b> Twin Ponds Park Restroom<br>15401 1st Ave NE            |
| <b>D</b> <del>Shoreline Swimming Pool<br/>19030 1st Ave NE</del>         | <b>I</b> North Maintenance Facility<br>PW Grounds Maintenance<br>19547 25th Ave NE | <b>M</b> Upper Hamlin Restroom<br>16006 15th Ave NE                | <b>R</b> Richmond Bch Saltwater Lower Restroom<br>2021 NW 190th St | <b>W</b> Cromwell Park Restroom<br>18030 Meridian Ave N          |
| <b>E</b> Spartan Recreation Center<br>202 NE 185th St                    | <b>N</b> Lower Hamlin Restroom<br>16006 15th Ave NE                                | <b>S</b> Richmond Bch Saltwater Upper Restroom<br>2021 NW 190th St |  |  |

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Enter Into a Title VI Nondiscrimination Agreement With the Washington State Department of Transportation
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Nytasha Walters, Transportation Services Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Local agencies that are recipients of Federal financial assistance are required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964. Federal regulations also require the Washington State Department of Transportation (WSDOT) to obtain further assurances from their subrecipients. Each local agency that receives Federal funds through WSDOT (as does the City of Shoreline) is required to establish a Title VI Program and is required to have a Title VI Plan or Nondiscrimination Agreement with WSDOT.

Nondiscrimination Agreements must be kept current and updated with any substantial revisions such as a new CEO signature or administrative changes in the Title VI Program administrative structure. The last update to the City of Shoreline Nondiscrimination Agreement with WSDOT was dated 2005 and the City has since had changes in its administrative structure, necessitating that the agreement must be revised. Tonight, staff is seeking Council authorization for the City Manager to enter into a Title VI Nondiscrimination Agreement (Attachment A) with WSDOT.

**RESOURCE/FINANCIAL IMPACT:**

There is no financial impact as a result of executing this Nondiscrimination Agreement. However, the current Nondiscrimination Agreement is no longer accurate and needs to be updated in order for the City to continue to qualify as a recipient of Federal funds for various transportation projects and programs.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to enter into this updated Nondiscrimination Agreement with WSDOT.

Approved By:            City Manager **DT**    City Attorney **MK**



## **INTRODUCTION**

The City of Shoreline as a recipient of Federal funding is required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964. The City is then required to have a current Nondiscrimination Agreement with the Washington State Department of Transportation (WSDOT) which administers federal funds for transportation related projects/programs. Shoreline has had administrative changes since the last agreement was signed and is required to update the Nondiscrimination Agreement.

## **BACKGROUND**

There are several laws and executive orders that expand the Civil Rights Act of 1964 Title VI mandate, which states that no person shall be discriminated against on the ground of race, color, or national origin. These laws and executive orders include:

- the Civil Rights Restoration Act of 1987, which clarifies that discrimination is prohibited throughout an entire agency if any part of that agency receives Federal financial assistance,
- the Americans with Disabilities Act (ADA), which prohibits discrimination against individuals with disabilities and aims to guarantee the same rights and opportunities as everyone else,
- the Environmental Justice (EJ) executive order, which seeks to avoid or mitigate disproportionately high and adverse human health and environmental effects on minority and low-income populations and ensure fair participation by all potentially affected communities in the transportation decision-making process,
- and the Limited English Proficiency (LEP) executive order, which ensures individuals whose first language is not English and have a limited capacity to read, write or understand English are provided meaningful access to programs, information, and services.

Local agencies receiving Federal funding assistance on transportation projects are expected to comply with the US Department of Transportation (USDOT) Title VI regulations contained in 49 CFR Part 21, and the Federal Highway Administration (FHWA) regulations contained in 23 CFR 200. In addition, local agencies are expected to address EJ and LEP consistent with the guidance provided by WSDOT. Agencies receiving Federal Transit Administration (FTA) funds would refer to FTA Title VI Circular C4202.1B for additional compliance.

Federal regulations require WSDOT to obtain assurances from their subrecipients that the subrecipient agrees to maintain records and submit reports on its programs and activities and that the subrecipient will comply with Title VI. As a subrecipient of Federal funds that flow through WSDOT, the City has developed a Title VI Program and designated a Title VI Coordinator to receive complaints of discrimination filed against the City by the public.

As an agency serving a population under 100,000 residents, the City is not required to have a Title VI Plan approved by WSDOT but must have a current Nondiscrimination Agreement. The Shoreline Nondiscrimination Agreement with WSDOT is no longer

current due to administrative changes since it was last submitted in 2005 and a new agreement is required.

## **DISCUSSION**

The City currently has several active projects with FHWA funding, including the 145<sup>th</sup>/I-5 Interchange project, the 145<sup>th</sup> Corridor project, the 175<sup>th</sup> Street project, and the 148<sup>th</sup> Street Ped/Bike Bridge project. Since the City receives federal dollars, the City is obligated to extend nondiscrimination requirements to all projects and programs. To keep federal dollars secure, as part of City's Title VI compliance with WSDOT, the City needs to update its Nondiscrimination Agreement (NDA).

The NDA requires assurances from the City that no person on the grounds of race, color, national origin, and sex be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity conducted by the recipient. The City is required to designate a civil rights coordinator (the Assistant City Manager serves in this role) who shall be responsible for initiating and monitoring Title VI activities and implementing civil rights requirements. The City has a complaint procedure to process any claim by a person who believes that they have been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973, and the Civil Rights Restoration Act of 1987. The City is also required to include Civil Rights clauses in all of its bids, requests for proposals/qualifications (RFPs/RFQs), and contracts.

### **Title VI Efforts**

The City has made efforts to be inclusive and reach out to underserved populations and will continue to look for opportunities for inclusion. Current and past Shoreline City Councils have embraced equity for all residents and nondiscrimination practices citywide. Current City Council Goal 4: "Expand the City's focus on equity and inclusion to enhance opportunities for community engagement," embodies these principles by valuing all residents.

In January 2017, the Shoreline City Council unanimously adopted [Resolution No. 401](#) declaring the City of Shoreline to be an inviting, equitable, and safe community for all and prohibiting inquiries by City of Shoreline officers and employees into immigration status and activities designed to ascertain such status. In February 2017, Council adopted [Resolution No. 399](#) which established a Title VI Program as required by the Federal Transit Administration (FTA) when Shoreline became a subrecipient of FTA funding through King County Metro for capital projects (Aurora Project). The City hosts a [Non Discrimination](#) webpage which has access to grievance and complaint forms for those who believe they have been subject to discrimination.

City staff have also been working on developing an organizational community engagement framework for the City, including training, resources, and technical support for the Public Works department to address Title VI compliance. With the City's larger transportation projects and studies, project managers review area demographics and work with the City's Neighborhood Coordinator and Diversity and Inclusion Coordinator to look at ways to reach out to the entire affected community with a focus on those likely

to be most impacted. The City is also working to engage affected communities earlier in the process to allow those voices to influence project implementation where possible.

Other internal efforts provided over the last year include:

- eight Lunch and Learn training opportunities to learn about a variety of topics related to diversity and equity, including sexism in the workplace, LGBTQ rights, civil rights, islamophobia, and other topics,
- full-day mandatory Diversity and Inclusion Foundation training for new staff hired within the last year, which provides staff foundation-level training to develop critical analysis of institutional racism, historical oppressions, and implications for City employees and community partners,
- implicit bias training for all staff, and
- ongoing training on how to use the on-demand telephonic interpretation service (CTS Language Link) to use with residents who have limited English proficiency and would be better served in their native language.

Transportation staff are also working with King County in support of programs such as the Community Van pilot program, which provides volunteer drivers and Metro vans for local prescheduled group trips aimed at providing residents with customized options for getting around when bus service can't meet their needs. Shoreline staff reached out to its neighborhood associations to help inform community members of the recruitment to the North Link Connections Mobility Board that will assist King County Metro in equitably representing the process for route changes in preparation for the Northgate light rail station opening. This process hopes to respond to changing transportation needs and seeks to improve mobility access for historically underserved populations.

### **Title VI Reporting to WSDOT**

On August 1, 2019, staff submitted an Annual Title VI Report that is required as part of the City's compliance efforts with WSDOT. The report was approved by the State on October 2, 2019. The City received kudos for the documented outreach included in the report, and the City's pilot Community Bridge Program and development of a community engagement framework were called out as positive moves.

Highlights included in this report were demographic analysis for projects on 145<sup>th</sup> Street and 175<sup>th</sup> Street, and the corridor study on 185<sup>th</sup> Street. Given the population in those project/study areas, staff utilized translation services targeting several key documents. Many publications and project webpages also included text in English and translations into Chinese, Korean, Vietnamese, Spanish, and/or Tagalog, indicating how to communicate or request documents in one of these languages. There is ongoing inter-departmental cooperation to improve and find ways to optimize outreach in the community.

### **COUNCIL GOAL(S) ADDRESSED**

This Nondiscrimination Agreement supports Council Goal 4: "Expand the City's focus on equity and inclusion to enhance opportunities for community engagement through continued compliance with Title VI of the Civil Rights Act." It also supports Council Goal 2: "Continue to deliver highly-valued public services through management of the City's

infrastructure and stewardship of the natural environment;” and Goal 3: “Continue preparation for regional mass transit in Shoreline by allowing the City to remain in compliance and continue to secure and utilize Federal funds for transportation related projects.”

### **RESOURCE/FINANCIAL IMPACT**

There is no financial impact as a result of executing this Nondiscrimination Agreement. However, the current Nondiscrimination Agreement is no longer accurate and needs to be updated in order for the City to continue to qualify as a recipient of Federal funds for various transportation projects and programs.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to enter into this updated Nondiscrimination Agreement with WSDOT.

### **ATTACHMENTS**

Attachment A: Washington State Department of Transportation and the City of Shoreline Nondiscrimination Agreement

## ***Nondiscrimination Agreement***

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### **Washington State Department of Transportation and City of Shoreline Policy Statement**

The City of Shoreline, hereinafter referred to as the “Recipient” assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient’s Assistant City Manager is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City Manager, City of Shoreline

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### **Title VI Program**

#### ***Organization and Staffing***

Pursuant to 23 CFR 200, the City of Shoreline has designated a Title VI Coordinator who is responsible for Attachment 1, which describes the hierarchy for the City of Shoreline’s Title VI Program, including an organization’s chart illustrating the level and placement of Title VI responsibilities.

## Assurances

### 49 CFR Part 21.7

The City of Shoreline, as Recipient, hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Recipient regardless of whether those programs and activities are federally funded or not. Activities and programs which the Recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
  - See Attachment 2 to this Nondiscrimination Agreement. (*List all major Transportation programs and activities of the recipient and Title VI responsibilities for each one of them.*)
2. That it will promptly take any measures necessary to effectuate this Agreement.
3. That each Transportation program, activity, and facility (i.e., lands change to roadways, park and ride lots, etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this Agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Washington State Department of Transportation (WSDOT) under a federally-funded program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Act and Regulations and made in connection with all federally-funded programs and, in all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 ( the “Act”), and Title 49, Code of Federal

Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act (“Regulations”), hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a federal aid program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a federal aid program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Agreement.

### ***Implementation Procedures***

This Agreement shall serve as the Recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this Agreement, "Federal Assistance" shall include:

1. Grants and loans of federal funds;
2. The grant or donation of federal property and interest in property;
3. The detail of federal personnel;
4. The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and
5. Any federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

### ***The Recipient shall:***

1. Issue a policy statement, signed by the head of the Recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by WSDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this Agreement. The head of the Recipient shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the head of the Recipient. The civil rights coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. The Title VI Coordinator shall adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this Agreement.
6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Recipient.
7. Conduct Title VI reviews of the Recipient and sub-recipient contractor/consultant program areas and activities. Revise, where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by WSDOT Office of Equal Opportunity (“OEO”).
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year. This report is due one year from the date of WSDOT approval of this Agreement and then annually on the same date.
  - a. Annual Work Plan – Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.
  - b. Accomplishment Report – List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Coordinator. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the Recipient.



***Discrimination Complaint Procedure***

1. Any person who believes that they, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973, and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Recipient's Title VI Coordinator for review and action.
2. In order to have the complaint considered under this procedure, the complainant must file the complaint no later than 180 days after:
  - a. The date of alleged act of discrimination; or
  - b. Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Recipient or its designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.
3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Recipient, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Recipient's investigative procedures.
4. The Recipient will log the complaint, then send the completed form to: ATTN: Complaint Investigations, WSDOT Office of Equal Opportunity, Box 47314, Olympia WA 98504-7314 or email to [oeoecrbcomplaints@wsdot.wa.gov](mailto:oeoecrbcomplaints@wsdot.wa.gov) or go to website: <https://wsdot.wa.gov/EqualOpportunity/default.htm>. WSDOT will log the complaint form and forward to FHWA Division Office for processing and investigation. FHWA will notify all parties of its findings.
5. Parties shall cooperate with the investigation during efforts to resolve complaints and correct any discrimination found.
6. Retaliation will not be tolerated against any person who reports alleged discrimination, harassment or policy violations or participates as a witness in an investigation.
7. Additional details on Title VI complaint process at WSDOT are outline in the annual report found at <https://wsdot.wa.gov/EqualOpportunity/default.htm>

8. Contacts for the different Title VI administrative jurisdictions are as follows:

Washington State Department of Transportation  
Office of Equal Opportunity, Title VI Program  
PO Box 47314  
Olympia, WA 98466  
360-705-7098

Federal Highway Administration  
Washington Division Office  
711 Capitol Way South, Suite 501  
Olympia, WA 98501  
360-534-9325

**Sanctions**

In the event the Recipient fails or refuses to comply with the terms of this Agreement, WSDOT may take any or all of the following actions:

- 1. Cancel, terminate, or suspend this Agreement in whole or in part;
- 2. Refrain from extending any further assistance to the Recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Recipient;
- 3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Recipient; or
- 4. Refer the case to the Department of Justice for appropriate legal proceedings.

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Signature

Director of the Office of Equal Opportunity  
Title

\_\_\_\_\_  
Date

**CITY OF SHORELINE:**

\_\_\_\_\_  
Signature

City Manager  
Title

\_\_\_\_\_  
Date

## Appendix 1

The following shall be included in all contracts entered into by the Recipient subject to the Act and Regulations pursuant to Assurance 6:

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Incorporation of Provisions** – The contractor shall include the following provisions of paragraphs (2) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any sub- contractor or procurement as the City or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

2. **Compliance With Regulations** – The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21, as these regulations may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this contract.
3. **Nondiscrimination** – The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
4. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials and leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
5. **Information and Reports** – The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and

instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

6. **Sanctions for Noncompliance** – In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the contractor under the contract until the contractor complies, and/or;
  - Cancellation, termination, or suspension of the contract, in whole or in part.

## Appendix 2

The following clauses shall be included in any and all transportation-related deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States pursuant to Assurance 7:

### **GRANTING CLAUSE**

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Washington will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Washington all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### **HABENDUM CLAUSE**

TO HAVE AND TO HOLD said lands and interests therein unto the state of Washington, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Washington, its successors, and assigns.

The state of Washington, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed , (2) that the state of Washington, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination of Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the Department of Transportation shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

### Appendix 3

The following clauses shall be included in all transportation-related deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to Assurance 8:

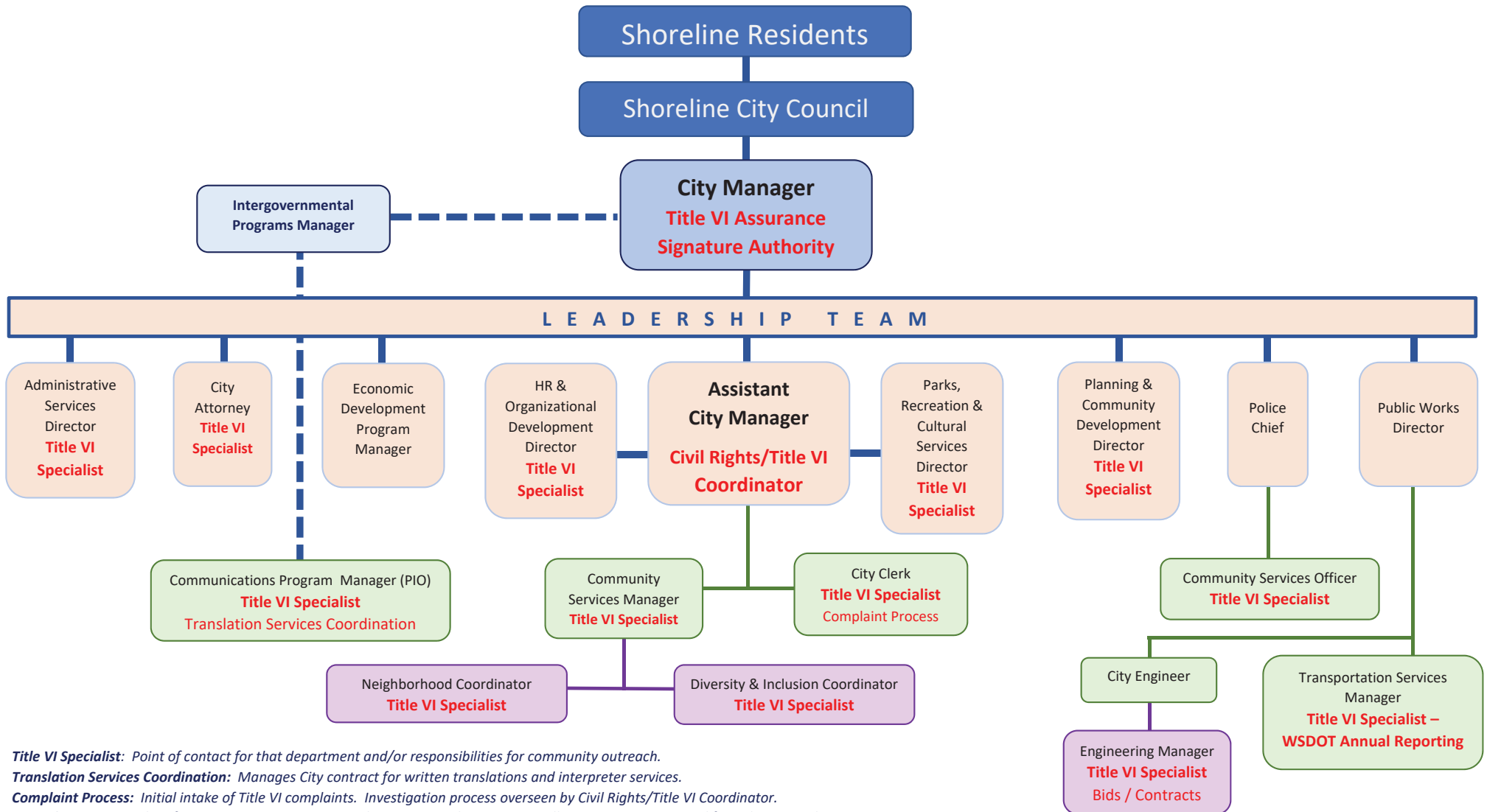
The LESSEE, for themselves and their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21,

Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the LESSOR (City of Shoreline) shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

# Attachment 1 City of Shoreline Title VI Organizational Chart



**Title VI Specialist:** Point of contact for that department and/or responsibilities for community outreach.  
**Translation Services Coordination:** Manages City contract for written translations and interpreter services.  
**Complaint Process:** Initial intake of Title VI complaints. Investigation process overseen by Civil Rights/Title VI Coordinator.  
**Annual Reporting:** Identifies transportation projects and programs and reports annually to WSDOT as required for Title VI compliance.



## Attachment 2

## Major Transportation Programs &amp; Activities and Title VI Responsibilities

The City of Shoreline provides a range of transportation services including several ongoing programs, numerous Capital Projects, and coordination with State and County programs. At any given time, projects may include roadway and/or pedestrian/bicycle improvements; larger projects are often preceded by pre-design studies. Current projects can be viewed on the City webpage at <http://www.shorelinewa.gov/government/projects-initiatives> and the current 6-year Transportation Improvement Plan (TIP) can be viewed on the City's Transportation webpage under Long Term Transportation Planning at <http://www.shorelinewa.gov/government/departments/public-works/transportation-planning>. Following is a brief summary of major transportation programs/projects.

Major Programs / Projects	Title VI Responsibility
<p><b>Sidewalk Rehabilitation Program</b></p> <p>This program is in response to Title II, Americans with Disabilities Act (ADA). The City's ADA Transition Plan implements efforts to make reasonable modifications to remove barriers. Assessments and inventory of all sidewalk facilities (sidewalks, curb ramps, driveways, pedestrian signals, and pedestrian crossings) were completed under this program. Facilities were ranked based on a barrier condition rating and an accessibility demand rating.</p> <p>The ADA Transition Plan is considered a living document that will need to be reviewed and revised over time to assure progress is achieved in removing barriers. The program is considered ongoing as the dollar amount to complete all ADA upgrades and provide maintenance is extremely high.</p>	<ul style="list-style-type: none"> <li>• Project managers will use appropriate outreach and notification protocols for individual projects under this program, working with the Neighborhoods Coordinator and Diversity &amp; Inclusion Coordinator on larger and/or more challenging projects.</li> <li>• The Engineering Manager and/or the Transportation Services Manager will oversee project managers and verify appropriate Title VI language and assurances are included in contracts / solicitations.</li> <li>• The Transportation Services Manager will report out in the Title VI Annual Report.</li> </ul>
<p><b>Sidewalk Program (New Sidewalk Construction)</b></p> <p>The Sidewalk Program is for new sidewalk construction and will build out the remaining Pedestrian System Plan, a network of approximately 153 miles in the City of Shoreline, of which only 78 miles were currently built as of 2018. In 2018, the City completed a year-long process to create a Sidewalk Prioritization Plan using various metrics to rate and prioritize segments of unconstructed sidewalk previously identified in the Pedestrian System Plan. This prioritization is one of the tools used in selecting which projects are constructed first.</p>	<ul style="list-style-type: none"> <li>• As funding is secured and specific projects move to design, project managers will use appropriate outreach and notification protocols for individual projects under this program, working with the Neighborhoods Coordinator and Diversity &amp; Inclusion Coordinator on larger and/or more challenging projects.</li> <li>• The Engineering Manager and/or the Transportation Services Manager will oversee project managers and verify appropriate Title VI language and assurances are included in contracts / solicitations.</li> <li>• The Transportation Services Manager will report out in the Title VI Annual Report.</li> </ul>
<p><b>Traffic Safety Improvements Program</b></p> <p>This program addresses priority traffic and pedestrian safety concerns on both arterial and local streets. The primary purpose of this program is to design and implement small spot improvement projects to improve safety and enhance the livability of neighborhoods. Projects include traffic calming devices (speed humps, radar speed display signs, etc.), capital infrastructure (curb ramps, sidewalks, etc.), and operational changes (bike lanes, turn lanes, school signing, etc.).</p>	<ul style="list-style-type: none"> <li>• Project managers will use appropriate outreach and notification protocols for individual projects under this program, working with the Neighborhoods Coordinator and Diversity &amp; Inclusion Coordinator on larger and/or more challenging projects.</li> <li>• The Engineering Manager and/or the Transportation Services Manager will oversee project managers and verify appropriate Title VI language and assurances are included in contracts / solicitations.</li> <li>• The Transportation Services Manager will report out in the Title VI Annual Report.</li> </ul>

Major Programs / Projects	Title VI Responsibility
<p><b>Annual Road Surface Maintenance Program</b></p> <p>The City’s long-term road surface maintenance program is designed to maintain the City’s roadway system at the highest Pavement Condition Index (PCI) rating within the limits of available funding. Roadway preventative maintenance is accomplished by using a combination of asphalt concrete overlays and bituminous surface treatment (BST). Asphalt overlays are used to maintain the structure of arterial streets, with higher traffic volumes and higher wear, and BST is employed on residential streets, with lower traffic volumes, lower wear, and generally longer life span. These techniques typically extend pavement life between 10 and 15 years.</p> <p>Each year, the City identifies streets that require maintenance through this program. To maximize funding, staffing, and coordination with grant funding cycles, the City alternates each year between overlays and BST. As part of this program, the City renews pavement markings, traffic channelization and signs and incorporates Complete Street elements.</p>	<ul style="list-style-type: none"> <li>• Project managers will use appropriate outreach and notification protocols for individual projects under this program, working with the Neighborhoods Coordinator and Diversity &amp; Inclusion Coordinator on larger and/or more challenging projects.</li> <li>• The Engineering Manager and/or the Transportation Services Manager, as applicable, will oversee project managers and verify appropriate Title VI language and assurances are included in contracts / solicitations.</li> <li>• The Transportation Services Manager will report out in the Title VI Annual Report.</li> </ul>
<p><b>Traffic Signal &amp; Intelligent Transportation System (ITS) Improvements Program</b></p> <p>This program includes maintenance of safe and efficient traffic signals as an important part of the City’s responsibility to all users of the transportation network. New traffic signal technology and intersection improvements address functionality and traffic flow; effective maintenance and operation of traffic signals can increase safety and extend the life of the signal. Signalized intersection improvements include new controllers; functional detection to ensure signals operate dynamically; back up battery systems; Accessible Pedestrian Signals and countdown signal heads for improved safety and ADA compliance; and communication to a central system for efficient signal timing changes, troubleshooting, and reporting. The program supports Shoreline’s Emergency Management Plan.</p> <p>Intelligent Transportation Systems (ITS) applies advanced information and communications technology to transportation. ITS helps roadway users make informed decisions about travel routes. Elements can include variable message signs, license plate or bluetooth/wi-fi readers, real-time traffic maps, traffic cameras, and communication between traffic signals and a Traffic Management Center (TMC). Existing components include fiber optic lines, traffic monitoring cameras, and a central signal system for signals along Aurora. Future expansions may include coordination with traffic signals operated by Seattle, northern cities, and WSDOT.</p>	<ul style="list-style-type: none"> <li>• Project managers will use appropriate outreach and notification protocols for individual projects under this program, working with the Neighborhoods Coordinator and Diversity &amp; Inclusion Coordinator on larger and/or more challenging projects.</li> <li>• The Transportation Services Manager will oversee project managers and verify appropriate Title VI language and assurances are included in contracts / solicitations.</li> <li>• The Transportation Services Manager will report out in the Title VI Annual Report.</li> </ul>
<p><b>Roadway Capital Projects</b></p> <p>Capital projects are diverse in size and nature. They may include roadway, pedestrian, and/or bicycle facility improvements and may range from spot location or single intersection improvements to entire street sections or complete corridor studies. The 6-year outlook Transportation Improvement Plan (TIP) can be found on the City webpage at <a href="http://www.shorelinewa.gov/government/departments/public-works/transportation-planning">http://www.shorelinewa.gov/government/departments/public-works/transportation-planning</a> and current projects can be found at <a href="http://www.shorelinewa.gov/government/projects-initiatives">http://www.shorelinewa.gov/government/projects-initiatives</a>.</p>	<ul style="list-style-type: none"> <li>• Project managers will use appropriate outreach and notification protocols for individual projects under this program, working with the Neighborhoods Coordinator and Diversity &amp; Inclusion Coordinator on larger and/or more challenging projects.</li> <li>• The Engineering Manager and Transportation Services Manager will oversee project managers and verify appropriate Title VI language and assurances are included in contracts / solicitations.</li> <li>• The Transportation Services Manager will report out in the Title VI Annual Report.</li> </ul>

*Other Transportation planning, activities, and services include elements such as ongoing street operations and maintenance, surface water implementation (often included in Capital Projects), Neighborhood Traffic Safety Program, and Bicycle Program. Managers oversee activities and make every effort to ensure nondiscrimination.*

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Adopting Ordinance No. 899 - Authorizing Acquisition of Certain Real Property Located at 709 N 150 <sup>th</sup> Street, Tax Parcel 182604-9211, for Public Park Purposes by Negotiated Voluntary Purchase, Under Threat of Condemnation, or by Condemnation
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Nathan Daum, Economic Development Program Manager
<b>ACTION:</b>	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The Council-adopted Parks, Recreation, and Open Space (PROS) Plan identified a need of 95 acres citywide to keep up with growth as well as an existing deficit of facilities for active parks and recreation uses in the Westminster Triangle neighborhood. The City collects Park Impact Fees (PIF) from new development to ensure that new growth pays a proportionate share of the cost of system improvements to serve a growing population.

Identified by Council as an opportunity to address the need for additional parkland, the acquisition of property located at 709 N 150<sup>th</sup> Street under threat of condemnation was discussed at the Council's September 14, 2020 meeting. At this meeting, Council directed staff to bring back this proposed Ordinance for adoption. Tonight, Council is scheduled to adopt proposed Ordinance No. 899 (Attachment A) which would approve the purchase of this property by negotiated voluntary purchase, under threat of condemnation, or by condemnation and authorize the City Manager to take the necessary steps to complete the purchase.

**RESOURCE/FINANCIAL IMPACT:**

The purchase price for the property located at 709 N 150<sup>th</sup> Street is \$620,000. Park Impact Fees available for acquisitions currently total \$900,000, with approximately \$269,500 identified for the Paramount Open Space expansion, which will be presented for Council consideration at a later date, leaving funding available for this acquisition. Remaining Park Impact Fees would total approximately \$10,000. These funds would be used for demolition of the existing house and site restoration so it is available for public access, although additional funding may be needed for this purpose.

At a future meeting, the City Council will also be determining whether the City should submit a ballot measure for voter consideration to fund park improvements and/or park property acquisition. If approved by voters, the proceeds from the bond measure could also be used towards the purchase of this property and future park improvements. If Council approves this purchase, design and construction of park improvements, and

funding options, would be determined separately and are not included in this analysis. Upon closing of the sale, costs of land ownership such as vegetation management, noxious weed control, conservation district, and surface water management fees, estimated at approximately \$1,000 per year, would fall to the City. This does not reflect the full cost of park maintenance as facilities for the site have yet to be designed and maintenance costs are therefore unknown.

### **RECOMMENDATION**

Staff recommends that Council adopt proposed Ordinance No. 899, authorizing the purchase under threat of condemnation of the property at 709 N 150<sup>th</sup> Street, Tax Parcel 182604-9211, for public park purposes by negotiated voluntary purchase, under threat of condemnation, or by condemnation.

Approved By:           City Manager ***DT***   City Attorney ***MK***

## **BACKGROUND**

On July 31, 2017, the City Council, through adoption of Resolution No. 412, approved the update to the Parks, Recreation and Open Space (PROS) Plan after 18 months of Council and community engagement. The PROS Plan cited a citywide population forecast of more than 15,000 new residents by 2035. To maintain the current level of service of park property acreage per 1,000 residents, the PROS Plan estimated parkland needs of 95 acres citywide. One of the top priorities identified in the PROS Plan was managing impacts from future growth through acquisition of park land. PROS Plan Strategic Action Initiative #7 called for ensuring adequate park land for future generations and set a target of adding five acres of new park land by 2023. The staff report for the adoption of the PROS Plan can be found at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport073117-7a.pdf>.

The PROS Plan Initiative 10 directed staff to secure sustainable funding for park improvements identified in the Plan. On July 31, 2017, the City Council also adopted Ordinance No. 786 establishing Park Impact Fees (PIFs) to ensure that new single-family and multifamily construction pays a proportionate share of the cost of system improvements to serve the growing population. The staff report for this Council action can be found at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport073117-8a.pdf>.

While the PROS Plan originally identified improvements to the Westminster Triangle Park as a solution to inadequate park facilities in the neighborhood, it was later determined based on extensive community input that the public safety issues of locating active park uses so close to busy rights-of-way necessitated finding other locations for park improvements in the neighborhood. On February 10, 2020, the City Council adopted Ordinance No. 876, amending SMC 3.70 to modify the system improvements eligible for PIF funding. The expressed intent of the amendment was to provide more opportunities for addressing the shortage of parks and open space within the Westminster Triangle neighborhood and to implement the Shoreline Place Development Agreement approved in September 2019 via Resolution No. 441.

Recognizing there may be opportunities to meet the need for park amenities through the acquisition and development of new property in the Westminster Triangle neighborhood, the amendment allows PIF funding to be used for acquisition and development of new property in the Westminster Triangle neighborhood. In Council's discussion of the amendment, the property located at 709 N 150<sup>th</sup> Street (Attachment A, Exhibit A) was identified as an opportunity to address the need for additional parkland in this area. The staff report for this Council action can be found at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport021020-7c.pdf>.

On September 14, 2020, the City Council discussed proposed Ordinance No. 899 (Attachment A) to authorize the purchase under threat of condemnation of the property at 709 N 150<sup>th</sup> Street, Tax Parcel 182604-9211, for public park purposes. Noting that the property owner originally reached out to offer the property for sale to the City, it was

further noted that negotiations have been positive and that mutual agreement as to fair market value has been achieved verbally. Proposed Ordinance No. 899 would add certainty for both parties that the purchase will be completed, preserving all the options including negotiated voluntary purchase, purchase under threat of condemnation, or condemnation if necessary. Council also discussed briefly the options for funding the acquisition, noting that the proposed Ordinance maintains the flexibility of choosing from among those options at a later date. The staff report for the Council discussion on September 14<sup>th</sup> can be found at the following link:  
<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport091420-9a.pdf>.

## **DISCUSSION**

The property located at 709 N 150<sup>th</sup> Street is a rectangular, 18,000-square-foot corner parcel. This parcel would address the need in the Westminster Triangle neighborhood for a community park that includes more opportunities for gathering and play. Responding to the property owner's expression of interest in a sale to the City, staff subsequently presented an offer to the property owner, subject to Council approval, to purchase the property at the fair market value of \$620,000 identified by independent certified appraisers. The seller responded with a willingness to sell at this price under threat of condemnation.

### **Funding Options Available to the City**

The City has more than one way to pay for this acquisition, including unallocated funds in the City's Park Impact Fee (PIF) Fund. The City Council will determine in a future meeting whether to submit a bond measure for voter consideration for park improvements and acquisitions. And, short-term Bond Anticipation Notes (BAN) are also available for immediate use. The options are presented here to illustrate the financial capacity of the City to execute this proposed property acquisition. However, proposed Ordinance No. 899 does not specify which funding option will be used.

### **Park Impact Fee (PIF) Option**

The City has been collecting Park Impact Fees (PIF) from new development since 2017 to ensure that new growth pays a proportionate share of the cost of system improvements to serve a growing population. PIF funds available for acquisitions currently total approximately \$900,000, with approximately \$270,000 identified for the Paramount Open Space expansion, which will be presented for Council consideration at a later date. This leaves approximately \$10,000 more in PIF funds than needed for this acquisition. The remaining PIF funds could be used, and additional funding may be needed, for demolition of the existing structure and site restoration so it is available for public access. Interim site restoration measures could allow for basic public access and enjoyment until such time that additional PIF collections or other revenues are available to fully develop this new park.

### **Future Potential Bond Measure Option**

The City Council will also be determining in a future meeting whether the City should submit a bond measure for voter consideration to fund park improvements and acquisitions. If Council wished to save the PIF funds for other acquisitions, the proceeds

from a successful bond measure could be used for acquisition and improvement of this park site.

### **Bond Anticipation Notes (BAN) Option**

Earlier this year, the City issued \$25 million in Bond Anticipation Notes (BAN) to purchase a \$17.25 million property for a future Community and Aquatics Center and to support up to \$7.75 million in PROS Plan Property Acquisitions. These short-term notes will need to be repaid in late 2022 using the Park Impact Fees, future bond revenues discussed above, or other revenue.

The annual interest rate on the BAN is 1.92%. PIF funds earn interest in the City's account at a rate of 0.5% which is subject to market fluctuations. That rate is 1.4% lower than the interest rate charged on the BAN. Should the City place a bond proposition on the ballot, the Council could include the repayment of the short-term notes used for recent acquisitions in that proposition.

### **Estimated Cost of Ownership**

Upon closing of the sale, basic costs of land ownership such as vegetation management and King County fees paid by all property owners for noxious weed control, conservation district, and surface water management programs, estimated at approximately \$1,000 per year, would fall to the City. This does not reflect the full cost of park maintenance as facilities for the site have yet to be designed and maintenance costs are therefore unknown.

### **Proposed Ordinance No. 899 Authorizing Use of Eminent Domain**

Proposed Ordinance No. 899 would commit the City to complete the purchase of the property, exercising its powers of eminent domain for public park purposes if need be. If Council adopts proposed Ordinance No. 899, the City would then complete the purchase by negotiated voluntary purchase under threat of condemnation, or by condemnation.

### **COUNCIL GOALS ADDRESSED**

This item addresses Goal #2, Action Step #2:

- *Implement the Parks, Recreation, and Open Space Plan, including priority park improvements and acquisition of additional park properties.*

### **RESOURCE/FINANCIAL IMPACT:**

The purchase price for the property located at 709 N 150<sup>th</sup> Street is \$620,000. Park Impact Fees available for acquisitions currently total \$900,000, with approximately \$269,500 identified for the Paramount Open Space expansion, which will be presented for Council consideration at a later date, leaving funding available for this acquisition. Remaining Park Impact Fees would total approximately \$10,000. These funds would be used for demolition of the existing house and site restoration so it is available for public access, although additional funding may be needed for this purpose.

At a future meeting, the City Council will also be determining whether the City should submit a ballot measure for voter consideration to fund park improvements and/or park

property acquisition. If approved by voters, the proceeds from the bond measure could also be used towards the purchase of this property and future park improvements. If Council approves this purchase, design and construction of park improvements, and funding options, would be determined separately and are not included in this analysis. Upon closing of the sale, costs of land ownership such as vegetation management, noxious weed control, conservation district, and surface water management fees, estimated at approximately \$1,000 per year, would fall to the City. This does not reflect the full cost of park maintenance as facilities for the site have yet to be designed and maintenance costs are therefore unknown.

### **RECOMMENDATION**

Staff recommends that Council adopt proposed Ordinance No. 899, authorizing the purchase under threat of condemnation of the property at 709 N 150<sup>th</sup> Street, Tax Parcel 182604-9211, for public park purposes by negotiated voluntary purchase, under threat of condemnation, or by condemnation.

### **ATTACHMENTS**

Attachment A – Proposed Ordinance No. 899

Attachment A, Exhibit A – Property Depiction and Legal Description



**ORDINANCE NO. 899**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, AUTHORIZING ACQUISITION OF CERTAIN REAL PROPERTY LOCATED AT 709 NORTH 150<sup>th</sup> STREET, TAX PARCEL 1826049211, BY NEGOTIATED VOLUNTARY PURCHASE, UNDER THREAT OF CONDEMNATION, BY CONDEMNATION, OR BY SETTLING CONDEMNATION LITIGATION, FOR THE PURPOSE OF SECURING ADDITIONAL PUBLIC PARK LAND; FINDING PUBLIC USE AND NECESSITY; AUTHORIZING JUST COMPENSATION FROM THE GENERAL FUND; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 35.67 RCW and Chapter 35.92 RCW, the City has the authority to construct, condemn, purchase, acquire, add to, maintain, conduct, and operate systems of sewerage within and without of its limits; and

**WHEREAS**, the City’s Parks, Recreation, and Open Space (PROS) Plan, approved by the City Council on July 31, 2017, identified areas in the City in need of additional park and open space, including within the Westminster Triangle Neighborhood, so as to provide all residents within a 15-minute walk to a park with active and passive uses; and

**WHEREAS**, the City Council finds that acquisition of the property generally depicted and described in Exhibit A, attached hereto (the “Acquired Property”), is necessary for the public use of park lands to meet the recreation needs and provision of services to the community, specifically the Westminster Triangle Neighborhood; and

**WHEREAS**, just compensation for the Acquired Property can be funded through the City’s General Capital Fund; and

**WHEREAS**, there have been, and will continue to be, sustained efforts to negotiate with the owners of the Acquired Property, and eminent domain action will be taken judiciously after reasonable efforts to reach a negotiated settlement with the owners; and

**WHEREAS**, despite on-going efforts to acquire the Acquired Property by negotiation and agreement, in the event that negotiated acquisition of the Acquired Property is not fully successful, it is essential that the City be prepared to initiate condemnation proceedings; and

**WHEREAS**, the owners of the Acquired Property were given notice according to state statute that this condemnation ordinance was included for discussion by the City Council at the meeting of September 14, 2020, and were afforded an opportunity to comment at that meeting; and

**WHEREAS**, the City has provided notice of the adoption of this Ordinance in the manner set forth in RCW 8.12.005 and 8.25.290; and

**WHEREAS**, the City of Shoreline has the power to acquire lands through eminent domain for the purpose of providing utilities; and

**WHEREAS**, acquisition of the Acquired Property is categorically exempt from SEPA review under WAC 197-11-800(5)(a);

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

**Section 1. Condemnation Authorized.** The City Manager is hereby authorized to take necessary steps to acquire all necessary property interests in the land located within the City of Shoreline, County of King, State of Washington, depicted and legally described in Exhibit A attached hereto and by this reference incorporated herein (the “Acquired Property”) which is necessary for the public use of the operation of a public park, and is hereby condemned, appropriated and taken for such public use, subject to the making or paying of just compensation to the owners thereof in the manner provided by law.

The City Manager or designee is hereby authorized and directed to execute all documents for the acquisition of all interests in the Acquired Property and bring proceedings in the manner provided for by law to condemn, take, damage, and appropriate the Acquired Property described in this Ordinance pursuant to the powers granted to the City of Shoreline including RCW 35A.64.200 and Chapters 8.12 and 8.25 RCW. This authorization includes the right to condemn all reversionary interests, easements, and options in said Acquired Property.

The City Attorney is authorized to begin and prosecute legal proceedings in the manner provided by the law to purchase, condemn, take, appropriate, and otherwise acquire the land and all other interests and property rights and privileges necessary to carry out the purposes of this Ordinance. The City Attorney is also authorized to make minor amendments to any property descriptions or maps of property or properties generally depicted on the attached Exhibit A as may become necessary to correct scrivener’s errors or to conform the legal description to the precise boundaries of the Acquired Property.

**Section 2. Finding of Public Use and Necessity.** The Shoreline City Council finds that the acquisition of the Acquired Property is for a public use and purpose, to-wit: to provide additional park land for the citizens of Shoreline. The City Council further finds the property generally depicted in Exhibit A is necessary for the proposed public use and for the benefit of the public. The Whereas clauses set forth above are hereby incorporated into and made part of the Council’s findings.

**Section 3. Compensation.** Compensation to be paid to the owners of the Acquired Property identified in Section 1, above, and costs and expenses of litigation authorized by this Ordinance, shall be paid from the City’s General Capital Fund.

**Section 4. Effective Date and Publication.** A summary of this Ordinance consisting of the title shall be published in the official newspaper and the Ordinance shall take effect five days after publication.

**PASSED BY THE CITY COUNCIL ON SEPTEMBER 28, 2020**

\_\_\_\_\_  
Mayor Will Hall

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jessica Simulcik Smith  
City Clerk

\_\_\_\_\_  
Margaret J. King  
City Attorney

Publication Date: \_\_\_\_\_, 2020  
Effective Date: \_\_\_\_\_, 2020

Attachment A, Exhibit A: Depiction and Legal Description

709 N. 150<sup>th</sup> Street, Shoreline, WA



**Property Legal Description**

*THE SOUTH 150 FEET OF THE NORTH 180 FEET OF THE WEST FIFTH OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THAT PORTION, IF ANY, AS DESCRIBED IN KING COUNTY SUPERIOR COURT CASE #99-2-07198-1.*

*SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.*

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Adoption of Resolution No. 465 – Approving the Surplus of a 2006 Ford E450 Mini Passenger Bus in Accordance with Shoreline Municipal Code Section 3.50.030(B)
<b>DEPARTMENT:</b>	Administrative Services Department
<b>PRESENTED BY:</b>	Sara Lane, Administrative Services Director Dan Johnson, Parks, Fleet & Facilities Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Staff is requesting City Council approval to surplus a 2006 Ford E450 Mini Passenger Bus in accordance with Section 3.50.030(B) of the Shoreline Municipal Code (SMC). SMC 3.50.030(B), which provides for the surplus of personal property valued more than \$5,000 by live auction, requires City Council approval for the sale of these surplus assets. City Council adoption of Resolution No. 465 (Attachment A) is required to surplus the mini passenger bus.

The 2006 Ford E450 Mini Passenger Bus has approximately 65,000 miles and requires substantial repairs. Staff intends to sell this vehicle via live auction conducted by James G. Murphy, a private auctioneer under contract with the City. Private auction services provide the following benefits to the City:

- Greater potential of higher financial return generated from the advertisement and auction process.
- Ability to expedite the removal of fleet surplus items from City property creating additional storage space and parking spaces for City customers and employees.
- Faster return of revenue to the Fleet Equipment Program.
- Removal of the surplus item from the Washington Cities Insurance Authority.

**RESOURCE/FINANCIAL IMPACT:**

The estimated value of the 2006 Ford E450 Mini Passenger Bus in the open market is approximately \$6,495. The estimated cost to auction the surplus mini passenger bus identified in this report is \$649.50, which equates to 10% of the total value of the surplus item.

**RECOMMENDATION**

Staff recommends that Council adopt Resolution No. 465 authorizing the surplus of the 2006 Ford E450 Mini Passenger Bus estimated at \$6,495 in total value in accordance with SMC 3.50.030(B).

**ATTACHMENTS:**

Attachment A: Proposed Resolution No. 465

Approved By:       City Manager **DT**   City Attorney **MK**

**RESOLUTION NO. 465****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DECLARING A CERTAIN CITY-OWNED VEHICLE SURPLUS AND AUTHORIZING ITS SALE AS PROVIDED IN SHORELINE MUNICIPAL CODE, CHAPTER 3.50.**

WHEREAS, Chapter 3.50 of the Shoreline Municipal Code addresses the sale and disposal of surplus personal property; and

WHEREAS, SMC 3.50.030 requires City Council approval for the sale of surplus personal property with an individual item value in excess of \$5,000; and

WHEREAS, City staff have identified that a 2006 Ford E450 Mini-Passenger Bus is no longer of use for City operations and the sale of this vehicle would be in the best interest of the City; and

WHEREAS, per SMC 3.50.030, the City Council has determined that this vehicle should be sold by live auction;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, HEREBY RESOLVES:**

**Section 1. Declaration of Surplus Personal Property.** The following vehicle is declared surplus to the needs of the City of Shoreline:

<b>Vehicle #</b>	<b>Vehicle Description</b>	<b>Fair Market Value</b>
146	2006 Ford E450 Mini-Passenger Bus	\$6,495

**Section 2. Authorization to Sell and Dispose of Surplus Personal Property.** The City Manager or duly authorized agent is hereby authorized to sell and dispose of the Surplus Personal Property identified in Section 1 by Live Auction as provided in SMC 3.50.030(B).

This Resolution shall take effect and be in full force immediately upon passage by the City Council.

**ADOPTED BY THE CITY COUNCIL ON SEPTEMBER 28, 2020.**

\_\_\_\_\_  
Mayor Will Hall

**ATTEST:**

\_\_\_\_\_  
Jessica Simulcik Smith, City Clerk

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Obligate \$663,621 of Connecting Washington Funding for Design of the SR523 (N/NE 145 <sup>th</sup> Street) Aurora Avenue N to I-5 Project
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Tricia Juhnke, City Engineer
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Staff is requesting that Council authorize the City Manager to execute Supplement No. 2 to local agency agreement LA-8901 with Washington State Department of Transportation (WSDOT) to obligate \$663,621 of State Connecting Washington funding to complete design on the SR523 (N/NE 145<sup>th</sup> Street) Aurora Avenue N to I-5 Project (145<sup>th</sup> Corridor Project).

In accordance with the City’s Grants Management Policy and Procedure, grant agreements for Capital Improvement Program projects require Council action for City Manager signature/approval authority following the dollar allocations for Small Works Projects, which is currently set at \$350,000. Additionally, WSDOT requires formal authorization of their contracts prior to execution. WSDOT administers Federal and State funds awarded to the City of Shoreline. Approval of these State Connecting Washington funds will allow the City to complete the design for the 145<sup>th</sup> Corridor Project.

**RESOURCE/FINANCIAL IMPACT:**

The City has previously obligated \$4,235,000 in Federal Surface Transportation Program (STP) funding with a City match of \$660,954 in Roads Capital Funds. The State Connecting Washington funds to be obligated at this time require no local match. The total project budget for design of the 145<sup>th</sup> Corridor Project is \$5,559,575.

If the Council chooses not to authorize this Supplement No. 2 which adds \$663,621 of Connecting Washington funding to LA-8901 for design of the 145<sup>th</sup> Corridor Project, the completion of design could be jeopardized. If the City were not able to complete this project, all federal funds reimbursed to date would need to be paid back to the State.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute Supplement No. 2 to Local Agency Agreement LA-8901 to obligate \$663,621 of State Connecting



Washington funds for the SR523 (N/NE 145<sup>th</sup> Street) Aurora Avenue to I-5 Project, including authorization of the revised Project Prospectus.

Approved By:      City Manager **DT**    City Attorney **MK**

## **INTRODUCTION**

The City of Shoreline is currently designing improvements for the SR523 (N/NE 145<sup>th</sup> Street) Aurora Avenue N to I-5 Project (145<sup>th</sup> Corridor Project). Federal STP funds were obligated previously for this work. It has been determined that a portion of the State Connecting Washington funds available in this biennium will be needed to complete design of the 145<sup>th</sup> Corridor Project.

## **BACKGROUND**

When it was determined that a future Sound Transit light rail station would be located in Shoreline along 5<sup>th</sup> Avenue NE adjacent to 145<sup>th</sup> Street with service coming online in 2024, the City looked to address congestion and lack of facilities on the 145<sup>th</sup> Street Corridor. An initial 145<sup>th</sup> Street Multimodal Corridor Study preferred concept was approved by the City Council on [April 11, 2016](#).

Since this initial study, several projects have been identified along the 145<sup>th</sup> Street Corridor and are currently in design phases, which are further defining the actual improvements. These include:

1. Sound Transit, [SR 522/NE 145<sup>th</sup> BRT Project](#)
2. City of Shoreline, SR 523 (145<sup>th</sup> Street) & I-5 [Interchange Project](#)
3. City of Shoreline, SR 523 (N/NE 145<sup>th</sup> Street), Aurora Ave N to I-5 Project ([145<sup>th</sup> Corridor Project](#))

The 145<sup>th</sup> Corridor Project referred to in this staff report is currently under design and utilizing both Federal STP and local funds. These funds were discussed and approved for obligation on [May 2, 2016](#). WSDOT agreement LA-8901 was executed and funding became effective June 9, 2016.

A Supplement No. 1 was executed on November 12, 2019 to extend the project agreement end date to December 31, 2024. This current staff report requests obligating a portion of the State Connecting Washington funding in an amount of \$663,621 to complete design of the 145<sup>th</sup> Corridor Project. The balance of the \$12.5 million available this biennium for State Connecting Washington funding will be obligated under a separate agreement also being reviewed by Council tonight.

WSDOT has requested a revised Prospectus to be submitted along with this Supplement No. 2 to LA-8901 to show how the City intends to deliver a final constructed corridor project through a phased, segmented approach.

## **DISCUSSION**

As noted above, tonight's Council action addresses obligating a portion of the State Connecting Washington funding in order to complete design of the 145<sup>th</sup> Corridor Project from Aurora Avenue to the I-5 Interchange Project interface (roughly 3<sup>rd</sup> Avenue NE). Under WSDOT agreement LA-8901, final design will be completed for this entire segment of corridor. This total design cost is estimated to be \$5,559,575. The next steps of purchasing required right-of-way (ROW) and constructing the corridor

improvements is very costly, currently estimated at close to \$60 million. The City has developed a strategy similar to the Aurora Corridor Project to make this financially achievable, tackling sections of this corridor in separate phases, which will afford the possibility of additional grant funding.

The City has worked with our Metropolitan Planning Organization (MPO), the Puget Sound Regional Council (PSRC), which conducts long range planning for growth management and transportation in our region. City projects must be included as part of PSRC planning in order to be eligible for various funding. Both PSRC and WSDOT have confirmed the City's approach to phase the 145<sup>th</sup> Corridor Project for ROW and construction.

The phases are as follows:

- Phase 1: I-5 to Corliss Avenue (145<sup>th</sup> Interchange Project Interface to Corliss Avenue)
- Phase 2: Corliss Avenue to Wallingford Avenue
- Phase 3: Wallingford Avenue to SR-99 (Aurora Ave/Interurban Trail)

Design of the 145<sup>th</sup> Corridor Project has passed the 30% design stage and is progressing towards completing 60% design for the entire corridor. After the corridor has been advanced to the 60% design level, final design will be progressed for each phase, or segment, sequentially. Final design for Phase 1 is anticipated to be completed near the end of January 2021. Final design for the entire corridor is currently scheduled to be complete by 2024.

Phase 1 is fully funded for ROW acquisition with State Connecting Washington funding. Shoreline has \$12.5 million in each of two consecutive biennia (2020-2021 and 2022-2023) to be applied anywhere along the corridor. The balance of State Connecting Washington funding is currently targeted for construction of Phase 1 along with Federal funding yet to be secured. The City will continue to pursue any available grant funding. If State Connecting Washington funds can be replaced with another grant source, some State Connecting Washington funding can be programmed to another phase.

The phases identified above are added to the Prospectus for Supplement No. 2 to obligate State Connecting Washington funds (see Attachment A) as required by WSDOT.

### **COUNCIL GOAL(S) ADDRESSED**

The 145<sup>th</sup> Street project directly supports two of the City Council goals:

- Goal 2 - Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment. (*145<sup>th</sup> Street is currently inadequate for both motorized and non-motorized users*)
- Goal 3 - Continue preparation for regional transit in Shoreline. (*145<sup>th</sup> Street will serve as the primary east-west connection to the future Shoreline South/145<sup>th</sup> Street Sound Transit light rail station*)

## **RESOURCE/FINANCIAL IMPACT**

The City has previously obligated \$4,235,000 in Federal Surface Transportation Program (STP) funding with a City match of \$660,954 in Roads Capital Funds. The State Connecting Washington funds to be obligated at this time require no local match. The total project budget for design of the 145<sup>th</sup> Corridor Project is \$5,559,575.

If the Council chooses not to authorize this Supplement No. 2 which adds \$663,621 of Connecting Washington funding to LA-8901 for design of the 145<sup>th</sup> Corridor Project, the completion of design could be jeopardized. If the City were not able to complete this project, all federal funds reimbursed to date would need to be paid back to the State.

## **RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to execute Supplement No. 2 to Local Agency Agreement LA-8901 to obligate \$663,621 of State Connecting Washington funds for the SR523 (N/NE 145<sup>th</sup> Street) Aurora Avenue to I-5 Project, including authorization of the revised Project Prospectus.

## **ATTACHMENTS**

Attachment A – WSDOT Local Agency Agreement Supplement No. 2 and Revised Project Prospectus



Agency City of Shoreline		Supplement Number 02
Federal Aid Project Number STPUL - 0523 (010)	Agreement Number LA 8901	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement number noted above.

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

**Project Description**

Name SR 523 (N/NE 145th Street), Aurora Avenue N to I-5

Length 0.9 miles

Termini Aurora Avenue N to I-5

**Description of Work**                      ✓ No Change

**Reason for Supplement**

Obligate additional PE funds (Connecting Washington).

Are you claiming indirect cost rate?  Yes    ✓ No

Project Agreement End Date 12/31/2024

Does this change require additional Right of Way or Easements?  Yes    ✓ No    Advertisement Date: TBD

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE %	a. Agency			0.00		
	b. Other			0.00		
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State			0.00		
e. Total PE Cost Estimate (a+b+c+d)		0.00	0.00	0.00	0.00	0.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State			0.00		
j. Total R/W Cost Estimate (f+g+h+i)		0.00	0.00	0.00	0.00	0.00
Construction %	k. Contract			0.00		
	l. Other			0.00		
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency			0.00		
	p. State			0.00		
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)		0.00	0.00	0.00	0.00	0.00

See Attached Spreadsheet

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

**Agency Official**

**Washington State Department of Transportation**

By  
Title City Manager, City of Shoreline

By  
Director, Local Program  
Date Executed

Agency City of Shoreline		Supplement Number 02
Federal Aid Project Number STPUL - 0523 (010)	Agreement Number LA 8901	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

**VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

**VII. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

**IX. Payment of Billing**

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

**VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

**XVII. Assurances**

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

**Federal Aid Number:** STPUL-0523(010)

**Agreement Number:** LA 8901

**Project Title:** SR 523 (N/NE 145th Street), Aurora Avenue N to I-5

**Supplement Number:** 2

Type of Work		Estimate of Funding					
		(1) PREVIOUS AGREEMENT/ SUPPLEMENT	(2) SUPPLEMENT	(3) ESTIMATED TOTAL PROJECT FUNDS	(4) ESTIMATED AGENCY FUNDS	(5) ESTIMATED STATE FUNDS	(6) ESTIMATED FEDERAL FUNDS
<b>P.E.</b> <u>STP 86.5%</u> Federal Aid <u>CWA 100%</u> State	a. Agency (STP):	\$486,595		\$486,595	\$65,690		\$420,905
	b. Other, Consultant (STP):	\$4,379,359		\$4,379,359	\$591,213		\$3,788,146
	c. State (STP):	\$30,000		\$30,000	\$4,050		\$25,950
	d. Agency (CWA):		\$626,267	\$626,267		\$626,267	
	e. Other, Consultant (CWA):		\$17,354	\$17,354		\$17,354	
	f. State (CWA):		\$20,000	\$20,000		\$20,000	
	g. Total PE Cost Est. (a thru e)	<b>\$4,895,954</b>	<b>\$663,621</b>	<b>\$5,559,575</b>	<b>\$660,954</b>	<b>\$663,621</b>	<b>\$4,235,000</b>
<b>Right of Way</b> <u>%</u> Federal Aid Participation Ratio for RW	f. Agency						
	g. Other						
	h. Other						
	i. State						
j. Total R/W Cost Est. (f thru j)	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Constructive</b> <u>%</u> Federal Aid Participation Ratio for CN	k. Contract						
	l. Contract_ (State Fund)						
	m. Contract _Non-Participate						
	n. Other _Consultant						
	n1. Other _Consultant (State Fund)						
	o. Agency						
	o1. Agency - (State Fund)						
	o2. Other _Non-Participate						
	p. State						
	p1. State - (State Fund)						
	q. Total Const. Cost Est. (k thru p)	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>r. Total Project Cost Estimate (e+j+q)</b>		<b>\$4,895,954</b>	<b>\$663,621</b>	<b>\$5,559,575</b>	<b>\$660,954</b>	<b>\$663,621</b>	<b>\$4,235,000</b>



**Local Agency Federal Aid  
Project Prospectus**

Prefix	Route	( )	Date	7/28/2020
Federal Aid Project Number	STPU	0523	DUNS Number	961859345
Local Agency Project Number	2916322	( WSDOT Use Only )	Federal Employer Tax ID Number	91-1683888

Agency City of Shoreline	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title SR523 (N/NE 145th Street), Aurora Ave N to I-5	Start Latitude N 47.73 End Latitude N 47.73	Start Longitude W 122.35 End Longitude W 122.32			
Project Termini From-To Aurora Ave N (SR99) Interstate 5	Nearest City Name Shoreline	Project Zip Code (+4) 98133 - multi			
Begin Mile Post SR523MP0	End Mile Post MP 1.0	Length of Project 0.9 miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID SR 523	Begin Mile Point SR523 MP 0	End Mile Point SR523 MP 1.0	City Number 1169	County Number 17	County Name King
WSDOT Region Northwest Region	Legislative District(s) 32	Congressional District(s) 7	Urban Area Number 1		

Phase	Total Estimated Cost	Local Agency Funding	Federal Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	\$5,559,600	\$1,324,600	\$4,235,000	June	2016
R/W					
Const.					
<b>Total</b>	<b>\$5,559,600</b>	<b>\$1,324,600</b>	<b>\$4,235,000</b>		

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width  
60 feet

Number of Lanes  
4

145th Street is an existing 4-lane roadway. It lacks a sidewalk system that complies with ADA requirements. There are no bicycle lanes along the corridor. Accident rates are high for this type of facility.

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

Design/PE and environmental phase of the 145th Street Improvement project from Aurora Ave (SR99) to I-5. This project will be phased as follows for project delivery under new Local Agency Agreements: Phase 1 (I-5 to Corliss Ave) SL16A; Phase 2 (Corliss Ave to Wallingford Ave); Phase 3 (Wallingford Ave to Aurora Ave).

Local Agency Contact Person Robert Victor	Title Capital Projects Manager	Phone (206) 801-2451	
Mailing Address 17500 Midvale Ave N	City Shoreline	State WA	Zip Code 98133
Project Prospectus	By _____ Approving Authority		
	Title City Manager	Date	



Agency City of Shoreline	Project Title SR523 (N/NE 145th Street), Aurora Ave N to	Date 7/28/2020
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<b>Type of Proposed Work</b>		
Project Type (Check all that Apply)	Roadway Width 48 - 60 feet	Number of Lanes 4 - 5
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge		

<b>Geometric Design Data</b>		
<b>Description</b>	<b>Through Route</b>	<b>Crossroad</b>
<b>Federal Functional Classification</b>	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input checked="" type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input checked="" type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
Terrain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35 mph	various, 25 to 40 mph
Design Speed	35 mph	various, 25 to 40 mph
Existing ADT	23,000 - 30,000	various, 120 - 34,000
Design Year ADT	30,000 - 38,000	various, 150 - 42,000
Design Year	2040	2040
Design Hourly Volume (DHV)	2,800 - 3,600	20 - 4,200

<b>Performance of Work</b>		
Preliminary Engineering Will Be Performed By Consultant Services	Others 85 %	Agency 15 %
Construction Will Be Performed By	Contract %	Agency %

<b>Environmental Classification</b>	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations
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Agency City of Shoreline	Project Title SR523 (N/NE 145th Street), Aurora Ave N to I-5	Date 7/28/2020
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**Right of Way**

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation	<input checked="" type="checkbox"/> Relocation Required
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**Utilities**

No utility work required  
 All utility work will be completed prior to the start of the construction contract  
 All utility work will be completed in coordination with the construction contract

**Railroad**

No railroad work required  
 All railroad work will be completed prior to the start of the construction contract  
 All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Will be determined as part of design.

**FAA Involvement**

Is any airport located within 3.2 kilometers (2 miles) of the proposed project?  Yes  No

**Remarks**

The purpose of this revised Prospectus for design of improvements for the SR523 (N/NE 145th Street), Aurora Avenue N to I-5 project (SL-16) is to clarify the City's approach to final project delivery by phasing ROW and CN into three corridor segments (each phased segment will require a separate agreement through CN):

- PHASE 1 (SL-16A) – I-5 to Corliss Avenue (145th Interchange Project Interface to Corliss Avenue)
- PHASE 2 (future SL-16B) - Corliss Avenue to Wallingford Avenue
- PHASE 3 (future SL-16C) - Wallingford Avenue to SR-99 (Aurora Ave/Interurban Trail)

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Shoreline

Date

By \_\_\_\_\_ Mayor/Chairperson

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Obligate \$11,836,379 of Connecting Washington Funding for Right-of-Way Acquisition for Phase 1 of the SR523 (N/NE 145 <sup>th</sup> Street) Aurora Avenue N to I-5 Project
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Tricia Juhnke, City Engineer
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Staff is requesting that Council authorize the City Manager to execute an agreement with the Washington State Department of Transportation (WSDOT) to obligate \$11,836,379 of State Connecting Washington funding for Right-of-Way (ROW) acquisition for the SR523 (N/NE 145<sup>th</sup> Street) Aurora Avenue N to I-5 Project, Phase 1 (I-5 to Corliss Avenue).

In accordance with the City's Grants Management Policy and Procedure, grant agreements for Capital Improvement Program projects require Council action for City Manager signature/approval authority following the dollar allocation for Small Works Projects which is currently set at \$350,000. Additionally, WSDOT requires formal authorization of their contracts prior to execution. WSDOT administers Federal and State funds awarded to the City of Shoreline. Approval of these State Connecting Washington funds will allow the City to begin the ROW acquisition for Phase 1 of the 145<sup>th</sup> Corridor Project.

**RESOURCE/FINANCIAL IMPACT:**

The City has previously obligated \$4,235,000 in Federal Surface Transportation Program (STP) funds with a City match of \$660,954 in Roads Capital Funds to design the SR523 (N/NE 145<sup>th</sup> Street) Aurora to I-5 Project (145<sup>th</sup> Corridor Project). Tonight, under a separate agenda item, staff is requesting an amount of \$663,621 from State Connecting Washington funds to be obligated to complete design (no local match is required). The total project budget for design of the 145<sup>th</sup> Corridor Project is \$5,559,575.

The City has received \$12.5 million in State Connecting Washington funds for this biennium. This agenda item would obligate the balance of the \$12.5 million in State Connecting Washington funding, in the amount of \$11,836,379, for ROW acquisition for Phase 1 of the 145<sup>th</sup> Corridor Project. There is no local match for these State funds.

If the Council chooses not to authorize this agreement which obligates \$11,836,379 of Connecting Washington state funding for ROW acquisition for Phase 1, the entire project funding could be jeopardized. It is unlikely the City would be able to replace that funding with another source, and if the City were not able to complete the 145<sup>th</sup> Corridor Project through construction, all federal funds reimbursed to date would need to be paid back to the State.

### **RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to execute an agreement with the Washington State Department of Transportation to obligate \$11,836,379 of State Connecting Washington funds for right-of-way acquisition for SR523 (N/NE 145th Street) Aurora Avenue to I-5 Project, Phase 1 (I-5 to Corliss Avenue).

Approved By:           City Manager ***DT***   City Attorney ***MK***

## **INTRODUCTION**

The City of Shoreline is currently designing improvements for the SR523 (N/NE 145<sup>th</sup> Street) Aurora Avenue N to I-5 Project (145<sup>th</sup> Corridor Project). Similar to the Aurora Project, ROW acquisition and construction will be completed in phases. This staff report requests authorization to obligate ROW funding for Phase 1, I-5 to Corliss Avenue.

## **BACKGROUND**

The 145<sup>th</sup> Corridor Project is currently under design and utilizing both Federal STP and local funds. These funds were discussed and approved for obligation on [May 2, 2016](#). WSDOT agreement LA-8901 was executed and funding became effective June 9, 2016. A Supplement No. 1 was executed on November 12, 2019 to extend the project agreement end date to December 31, 2024. In addition, in a separate agenda item tonight, staff is requesting obligation of a portion of State Connecting Washington funding, an amount of \$663,621, to complete design of the 145<sup>th</sup> Corridor Project.

The City has developed a strategy similar to the Aurora Corridor Project to make the construction of the 145<sup>th</sup> Corridor Project financially achievable. It has been determined that acquiring ROW and completing construction of the corridor in separate phases would spread out costs and resource needs and better affords the possibility of additional grant funding.

The City has worked with our Metropolitan Planning Organization (MPO), the Puget Sound Regional Council (PSRC), which conducts long range planning for growth management and transportation in our region. City projects must be included as part of PSRC planning in order to be eligible for various funding. Both PSRC and WSDOT have confirmed the City's approach to phase the delivery of the 145<sup>th</sup> Corridor Project for ROW and construction.

The phases are as follows:

- Phase 1: I-5 to Corliss Avenue (145<sup>th</sup> Interchange Project Interface to Corliss Avenue)
- Phase 2: Corliss Avenue to Wallingford Avenue
- Phase 3: Wallingford Avenue to SR-99 (Aurora Ave/Interurban Trail)

Tonight, the balance of \$11,836,379 from the \$12.5 million available this biennium for State Connecting Washington funding is being requested to obligate ROW for Phase 1 (I-5 to Corliss Avenue).

## **DISCUSSION**

Design of the 145<sup>th</sup> Corridor Project has passed the 30% design stage and is progressing towards completing 60% design for the entire corridor. After the corridor is advanced to the 60% design level, final design will be progressed for each phase sequentially. Final design for Phase 1 is anticipated to be completed near the end of

January 2021. Final design of the entire 145<sup>th</sup> Corridor project is currently scheduled to be completed by December 2024.

The Right-of-Way Plan and Project Estimate (PFE) for Phase 1 were approved by WSDOT on February 7, 2020, and the Relocation Plan was approved on February 10, 2020. Environmental documentation, NEPA (National Environmental Policy Act), was approved by WSDOT on August 5, 2020. All of these approved documents are required for ROW obligation. Depending on execution of the attached agreement and receipt of an authorization letter from WSDOT, staff anticipates being able to begin ROW acquisition in October 2020.

Phase 1 is fully funded for ROW acquisition with State Connecting Washington funding. Shoreline has \$12.5 million in each of two consecutive biennia to be applied anywhere along the corridor. The balance of State Connecting Washington funding in the 2nd biennium allotment is currently targeted for construction of Phase 1 along with Federal funding yet to be secured. The City will continue to pursue any available grant funding. If State Connecting Washington funds can be replaced with another grant source, some State funding can be pushed to another phase.

As noted above, staff is requesting that Council authorize the City Manager to execute an agreement with WSDOT (Attachment A) to obligate \$11,836,379 of State Connecting Washington funding for ROW acquisition for Phase 1 of the SR523 (N/NE 145<sup>th</sup> Street) Aurora Avenue N to I-5 Project. In accordance with the City's Grants Management Policy and Procedure, grant agreements for Capital Improvement Program projects require Council action for City Manager signature/approval authority following the dollar allocation for Small Works Projects which is currently set at \$350,000.

### **COUNCIL GOAL(S) ADDRESSED**

The 145<sup>th</sup> Street project directly supports two of the City Council goals:

- Goal 2 - Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment. *(145<sup>th</sup> Street is currently inadequate for both motorized and non-motorized users)*
- Goal 3 - Continue preparation for regional transit in Shoreline. *(145<sup>th</sup> Street will serve as the primary east-west connection to the future Shoreline South/145<sup>th</sup> Street Sound Transit light rail station)*

### **RESOURCE/FINANCIAL IMPACT**

The City has previously obligated \$4,235,000 in Federal Surface Transportation Program (STP) funds with a City match of \$660,954 in Roads Capital Funds to design the SR523 (N/NE 145<sup>th</sup> Street) Aurora to I-5 Project (145<sup>th</sup> Corridor Project). Tonight, under a separate agenda item, staff is requesting an amount of \$663,621 from State Connecting Washington funds of to be obligated to complete design (no local match is required). The total project budget for design of the 145<sup>th</sup> Corridor Project is \$5,559,575.

The City has received \$12.5 million in State Connecting Washington funds for this biennium. This agenda item would obligate the balance of the \$12.5 million in State

Connecting Washington funding, in the amount of \$11,836,379, for ROW acquisition for Phase 1 of the 145<sup>th</sup> Corridor Project. There is no local match for these State funds.

If the Council chooses not to authorize this agreement which obligates \$11,836,379 of Connecting Washington state funding for ROW acquisition for Phase 1, the entire project funding could be jeopardized. It is unlikely the City would be able to replace that funding with another source, and if the City were not able to complete the 145<sup>th</sup> Corridor Project through construction, all federal funds reimbursed to date would need to be paid back to the State.

### **RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to execute an agreement with the Washington State Department of Transportation to obligate \$11,836,379 of State Connecting Washington funds for right-of-way acquisition for SR523 (N/NE 145<sup>th</sup> Street) Aurora Avenue to I-5 Project, Phase 1 (I-5 to Corliss Avenue).

### **ATTACHMENTS**

Attachment A - SR 523 Aurora Avenue to I-5 Project Phase 1 WSDOT Local Programs State Funding Agreement and Project Prospectus



<b>Local Programs State Funding Agreement</b> Work by Public Agencies		Agency and Address City of Shoreline 17500 Midvale Avenue N Shoreline, WA 98133
Agreement Number	Maximum Amount Authorized \$11,836,379.00	Location and Description of Work (See also Exhibit "A") Right-of-Way Acquisition for the State Route 523 (N/NE 145th St), Aurora Avenue N to I-5, Phase 1 (I-5 to Corliss Avenue).
Participating Percentage 100%	Project Number STPU-0523(010)	

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE	a. Agency			
	b. Other			
	c. Other			
	d. State			
	e. Total PE Cost Estimate (a+b+c+d)			
Right of Way	f. Agency	\$120,000	0	\$120,000
	g. Other <b>Consultant</b>	\$378,510	0	\$378,510
	h. Other <b>ROW acquisition</b>	\$11,337,869		\$11,337,869
	i. State			
	J. Total RW Cost Estimate (f+g+h+i)	\$11,836,379	0	\$11,836,379
Construction	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)			
	r. Total Project Cost Estimate (e+j+q)	\$11,836,379	0	\$11,836,379



**I  
General**

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

**II  
Payment**

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

**III  
Audit**

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

**AGENCY**

By: \_\_\_\_\_

Title: **City Manager, City of Shoreline**

Date: \_\_\_\_\_

**IV  
Legal Relations**

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

**V  
Nondiscrimination**

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

**VI  
Venue**

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

**VII  
Termination**

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

**VIII  
Final Report and Final Inspection**

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

**IX  
Supplement**

This agreement may be modified or supplemented only in writing by parties.

**STATE**

By: \_\_\_\_\_  
Director, Local Programs

Date: \_\_\_\_\_



**Local Agency Federal Aid  
Project Prospectus**

Prefix	Route	( )	Date	8/3/2020
Federal Aid Project Number STPU	0523	( )	DUNS Number	961859345
Local Agency Project Number 2916322	( WSDOT Use Only )		Federal Employer Tax ID Number	91-1683888

Agency City of Shoreline	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title SR523(Aurora to I-5) Phase 1(I-5 to Corliss)		Start Latitude N 47.73 End Latitude N 47.73	Start Longitude W 122.33 End Longitude W 122.32		
Project Termini From-To Interstate 5 (3rd Ave) Corliss Avenue		Nearest City Name Shoreline	Project Zip Code (+4) 98133 - multi		
Begin Mile Post ~MP 0.87	End Mile Post ~MP 0.6	Length of Project 0.27 miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID SR 523	Begin Mile Point SR523 ~MP 0.87	End Mile Point SR523~MP0.6	City Number 1169	County Number 17	County Name King
WSDOT Region Northwest Region	Legislative District(s) 32	Congressional District(s) 7		Urban Area Number 1	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W	\$13,572,610	\$13,572,610	0	Sept	2020
Const.	\$11,128,200	\$6,872,395	\$4,255,800	June	2022
<b>Total</b>	<b>\$24,700,805</b>	<b>\$20,445,005</b>	<b>\$4,255,800</b>		

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width 60 feet	Number of Lanes 4
--------------------------	----------------------

145th Street is an existing 4-lane roadway. It lacks a sidewalk system that complies with ADA requirements. There are no bicycle lanes along the corridor. Accident rates are high for this type of facility.

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

Scope includes ROW and CN for Phase 1 (I-5 to Corliss Ave), SL-16A. Design elements include roadway/intersection, signal, channelization, pedestrian, and bicycle facility improvements. PE for the full length of the corridor is programmed under LA-8901, SR523 (N/NE 145th St), Aurora to I-5 (SL-16).

Local Agency Contact Person Robert Victor	Title Capital Projects Manager	Phone (206) 801-2451
Mailing Address 17500 Midvale Ave N	City Shoreline	State WA
	Zip Code 98133	

Project Prospectus	By _____	Date
	_____ Approving Authority	
	Title City Manager	

Agency City of Shoreline	Project Title SR523(Aurora to I-5) Phase 1(I-5 to Corliss)	Date 8/3/2020
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<b>Type of Proposed Work</b>		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge	48 - 60 feet	4 - 5

<b>Geometric Design Data</b>		
<b>Description</b>	<b>Through Route</b>	<b>Crossroad</b>
<b>Federal Functional Classification</b>	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input checked="" type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input checked="" type="checkbox"/> NHS
Terrain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35 mph	various, 25 to 35 mph
Design Speed	35 mph	various, 25 to 35 mph
Existing ADT	26,000 - 30,000	3900 (1st Av) 14,000 (I-5 SB ramp)
Design Year ADT	34,000 - 38,000	5800 (1st Av) 20,000 (I-5 SB ramp)
Design Year	2040	2040
Design Hourly Volume (DHV)	2,800 - 3,600	640 (1st Ave) 1,500 (I-5 SB ramp)

<b>Performance of Work</b>		
Preliminary Engineering Will Be Performed By Consultant Services	Others 70 %	Agency 30 %
Construction Will Be Performed By	Contract %	Agency %

<b>Environmental Classification</b>	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations
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Agency City of Shoreline	Project Title SR523(Aurora to I-5) Phase 1(I-5 to Corliss)	Date 8/3/2020
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<b>Right of Way</b>		
<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation	<input checked="" type="checkbox"/> Relocation Required

<b>Utilities</b>	<b>Railroad</b>
<input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Will be determined as part of design (LA-8901, SL-16).

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project?  Yes  No

Remarks

The City is designing improvements for the SR523 (N/NE 145th Street), Aurora Avenue N to I-5 project (SL-16) under LA-8901. Final project delivery will be by phasing ROW and CN into three corridor segments (each phased segment will require a separate agreement through CN):

PHASE 1 (SL-16A) – I-5 to Corliss Avenue (145th Interchange Project Interface to Corliss Avenue)  
PHASE 2 (SL-16B) – Corliss Avenue to Wallingford Avenue  
PHASE 3 (SL-16C) – Wallingford Avenue to SR-99 (Aurora Ave/Interurban Trail)

This prospectus and local agency agreement is for Phase 1, I-5 to Corliss Avenue (SL-16A)

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Shoreline

Date

By \_\_\_\_\_  
Mayor/Chairperson

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Discussing Ordinance No. 894 - Granting a Non-Exclusive Franchise to Comcast to Construct, Maintain, Operate, Replace, and Repair a Cable System Over, Along, Under, and Through Designated Public Rights-of-way in the City of Shoreline
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Christina Arcidy, Management Analyst
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

As per Shoreline Municipal Code (SMC) Section 12.25.010, all utilities using the City's rights-of-way for operation and maintenance of their facilities are required to have a non-exclusive franchise with the City. The City's current franchise with Comcast Cable Communications Management (Comcast), which was granted by Shoreline Ordinance No. 601, expires on October 3, 2020. The City and Comcast have been negotiating a renewal franchise agreement since 2019, which resulted in proposed Ordinance No. 894 (Attachment A).

This agreement provides for a 10-year franchise allowing Comcast to install, maintain, operate, replace, and repair a cable system over, along, under, and through designated public rights-of-way, with considerations for being allowed to do so. This staff report provides an overview of the proposed franchise and considerations Council must consider by Code in granting this franchise to Comcast.

Tonight, Council is scheduled to discuss proposed Ordinance No. 894. Proposed Ordinance No. 894 is currently scheduled to return to Council for possible adoption on October 5, 2020.

**RESOURCE/FINANCIAL IMPACT:**

There is no fiscal impact to adopting proposed Ordinance No. 894. Comcast is currently assessed a 5% franchise fee, which is continued in this franchise renewal. However, FCC regulations that went into effect in January 2020 allows non-financial "in kind" contributions made by cable operators (such as complimentary basic cable service for governments) be assigned a value and counted against the 5% franchise fee. If Comcasts chooses to elect to count complimentary basic cable service against the franchise fee, the City will eliminate this service in its facilities. The City's Emergency Operations Center may continue to pay for basic cable services for the purposes of connectivity in an emergency through its own budget should it find it prudent to do so.

With these changes, there will not be a loss of City general fund revenue associated with franchise adoption.

The other revenue sources for the City of Shoreline tied to franchise issuance are the utility tax and the Education and Government Access (EG) fees collected from Comcast subscribers. Currently, the City of Shoreline is collecting a 6% utility tax and a fifteen (\$0.15) cents per subscriber per month EG fee from Comcast subscribers. These revenue collections will remain consistent if the proposed franchise is adopted.

### **RECOMMENDATION**

No action is required at this time. Staff recommends that Council discuss proposed Ordinance No. 894 and provide staff with feedback. Proposed Ordinance No. 894 is currently scheduled to return to Council for possible adoption on October 5, 2020.

Approved by:           City Manager ***DT***   City Attorney ***JA-T***

## **BACKGROUND**

Shoreline is currently served by two “land line” cable television providers, Comcast Cable and Ziplly (formerly Frontier Cable). While Ziplly only serves the northwestern portion of Shoreline, Comcast’s Service Area encompasses the entire City. The City’s ability to regulate cable service does not extend to broadband and other non-cable services. Comcast also provides Cable Internet and VoIP (Voice over Internet Protocol) Telephone to Shoreline residents. These services are not covered by this proposed franchise agreement.

Shoreline Municipal Code (SMC) Section 12.25.010 requires all utilities using the City’s rights-of-way for operation and maintenance of their facilities to have a non-exclusive franchise with the City. The City’s current franchise with Comcast expires on October 3, 2020. Comcast’s current franchise with the City can be found at the following link: [Franchise between Shoreline, Washington and Comcast Communications](#).

The City and Comcast have been negotiating a renewal franchise agreement since 2019, which resulted in proposed Ordinance No. 894 (Attachment A). This agreement provides for a 10-year franchise allowing Comcast to install, maintain, operate, replace, and repair their cable system over, along, under, and through City of Shoreline rights-of-way, with considerations for being allowed to do so.

## **DISCUSSION**

### **Franchise Terms**

The sections of the proposed Comcast franchise are generally similar to the current Comcast franchise. However, there is new franchise language throughout the franchise agreement to improve implementation or align with updated Federal Communications Commission (FCC) regulations, including amendments to the Cable Communications Policy Act of 1984 (Cable Act of 1984). The following information provides an overview of the major sections of the proposed franchise:

- **Section 1, Definitions.** This section provides the definitions of terms used throughout the franchise. There are no new definitions in this section, however some definitions were edited to provide further clarity or align with the Cable Act of 1984.
- **Section 2, Franchise Granted.** This section states that the City is granting Comcast a franchise to use the City’s rights-of-way, and the City still controls the right-of-way. The franchise is not exclusive. The term of the franchise is ten (10) years.
- **Section 3, Construction and Maintenance of the Cable System.** This is a significant section of the franchise that covers many topics regarding how Comcast can work and operate in the City’s right-of-way. This section includes:
  - Permitting for work performed in the right-of-way by Comcast,
  - Conditions on occupying the public rights-of-way (such as relocation at the request of the City and restoration of rights-of-way), and

- Compliance with safety requirements in the right-of-way and the City's ability to manage this safety.
- **Section 4, Service Obligations.** This section outlines the minimum cable service requirements to residential dwellings within the Franchise Area. It also updates the complimentary cable service section from previous franchises to acknowledge that if Comcast elects to offset the value of complimentary service against Franchise Fees payable to the City, Comcast will only do so after providing the City 120 days written notice. Offsetting the value of complimentary service against Franchise Fees is a change made by the FCC's recent 621 Order (FCC 19-80).
- **Section 5, Rates, Fees, Charges and Deposits.** This section outlines rate regulation, prohibition against rate discrimination, low income discounts, and late fees.
- **Section 6, Customer Service.** This section outlines that Comcast will comply with the FCC's rules and regulations regarding customer service and privacy protection. The Customer Service Standards will no longer be attached to the Franchise and instead are referenced.
- **Section 7, Oversight and Regulation.** This section outlines the Franchise Fees Comcast will pay to the City. This section was updated for clarity as well as reflecting the change in how complimentary cable service can offset Franchise Fees.
- **Section 9, Insurance.** This section outlines the levels of insurance Comcast must carry through a combination of Commercial General Liability and Umbrella/Excess Liability insurance to protection against risks in such amounts as are consistent with good utility practice.
- **Section 10, Description and System Facilities.** This section outlines the technological improvements, technical requirements, and performance testing Comcast's system facilities will undergo to ensure high quality performance of its cable system.
- **Section 11, Educational and Governmental Access.** Comcast will continue to provide a government access channel to the City, which shall be made available at no extra charge to cable subscribers at the lowest tier of service.
- **Section 12, Enforcement.** This section allows for the franchise to be terminated by the City or Comcast if there is a substantial breach of the terms of the agreement, but only after there has been time provided to cure the alleged breach.

### **Franchise Application Considerations**

While a competitive cable provider may apply for a franchise at any time, the City must go through the renewal process with each existing cable operator. The City cannot deny renewal to an existing cable operator except for specific criteria set forth in the Cable Act.

As a reminder, the City cannot tell a cable operator which television programs to carry or regulate non-cable services. Cable operators have First Amendment protections so the City has very limited authority to regulate the type of cable channels carried or the



content of cable television programming Comcast makes available in Shoreline. The City does not have authority to regulate non-cable services (e.g., high-speed Internet access and telephone service) provided by Comcast. Federal law allows only for regulation of cable television services.

SMC Section 12.25.070 identifies the considerations the City should review when renewing a right-of-way franchise, which are consistent with the [Cable Act of 1984](#) (47 U.S.C. § 546). These considerations include:

1. The applicant's past service record in the city and in other communities.
2. The nature of the proposed facilities and services.
3. The proposed area of service.
4. The proposed rates (if applicable).
5. Whether the proposal would serve the public needs and the overall interests of the city residents.
6. That the applicant has substantially complied with the material terms of the existing franchise.
7. The quality of the applicant's service, response to consumer complaints, and billing practices.
8. That the applicant has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the application.
9. The applicant's proposal is reasonable to meet the future community needs and interests, taking into account the cost of meeting such needs and interests.

Due to the substantial capital investment required to construct a modern cable system, the Cable Act gives cable companies certain advantages in renewing their franchises. The law limits the City's ability to deny renewal of a cable franchise. Even where the City can regulate, the federal government has established provisions that may limit the City's authority.

The following information provides some context and analysis for Council to consider regarding these considerations for franchise adoption.

**1. Past Service Record**

Comcast's cable system has performed as expected for the duration of the previous franchise. Concerns in this area would stem from the cable operator running a very antiquated or sub-standard system that has signal and reception issues, or a system that was unexpectedly not operable for significant periods of time, which does not apply in this case. Staff additionally reviewed reports filled with the City from Comcast, which included customer service benchmarks, and found no issues with Comcast's past service record. Staff agreed that there are no issues with Comcast's past service record for the period of the previous franchise.

**2. Nature and Location of Facilities and Services**

The nature of Comcast's cable system facilities and the City's expectations for Comcast's construction and maintenance of those facilities is outlined in "Section 3. Construction and Maintenance of the Cable System" of the franchise. These

facilities are used by Comcast to provide cable service to Shoreline residents and businesses.

**3. Proposed Area of Service**

Comcast's service area includes the entire City of Shoreline.

**4. Serves the Needs and Interests of the City**

Comcast is one of two 'land-line' cable television providers in Shoreline and the only cable television provider who serves the entire City. If Comcast were to remove itself from Shoreline, approximately 30% of residents would no longer have access to a cable television provider.

**5. Proposed Rates**

The City is not able to impose rate regulation, unlike other franchise agreements. Rates for cable services are largely deregulated by federal law.

**6. Complied with the Material Terms of the Franchise**

Comcast has complied with the material terms of their current franchise with the City. Staff from the City Manager's Office, Planning and Community Development, and Public Works reported that Comcast staff is responsive to issues that occur in the right-of-way, pay permit fees on time, and are generally good actors in the City. Additionally, the City has never entered into enforcement action nor entered into an alternate dispute resolution process with Comcast.

**7. Quality of Service**

In reviewing Comcast's quality of service, their response to consumer complaints, and billing practices, staff again has found Comcast to provide quality service to the community. The number of complaints and concerns regarding Comcast service quality the City received over the course of the current franchise term is low. Comcast provides quarterly reports on hold times for Shoreline customers calling their customer service line. Comcast offers same day appointments for service issues, though many times customers ask to schedule those appointments at a later time that is more convenient for their schedule. Staff from the Planning and Community Development Department additionally added that Comcast has met the expectations regarding applying and paying for permits. Staff from the Public Works Department confirmed that right-of-way inspectors have had no issues with Comcast's work in the right-of-way.

**8. Financial, Legal and Technical Ability**

As Comcast is a large, national cable service provider, and their financial ability to provide the service and facilities to carry out the terms of the franchise are supported by the large rate base that makes up the utility.

**9. Meets Future Community Needs and Interests**

Comcast continues to offer cable television as one of several services within Shoreline. While some customers are transitioning away from cable television and moving to streaming services, cable television subscription services remains relatively strong in Shoreline currently. Over the next ten years, it is likely that cable subscriptions will slowly decrease as customers transition to streaming services. Based on the diminishing demand and Comcast's ability to meet customer's needs currently there is no need to believe they would not be able to meet the future community and interests related to cable services in Shoreline.

### **Franchise Application Conclusion**

Based on this analysis, staff believes Comcast's franchise renewal meets the criteria identified in SMC section 12.25.070 and their franchise should be granted.

### **RESOURCE/FINANCIAL IMPACT**

There is no fiscal impact to adopting proposed Ordinance No. 894. Comcast is currently assessed a 5% franchise fee, which is continued in this franchise renewal. However, FCC regulations that went into effect in January 2020 allows non-financial "in kind" contributions made by cable operators (such as complimentary basic cable service for governments) be assigned a value and counted against the 5% franchise fee. If Comcasts chooses to elect to count complimentary basic cable service against the franchise fee, the City will eliminate this service in its facilities. The City's Emergency Operations Center may continue to pay for basic cable services for the purposes of connectivity in an emergency through its own budget should it find it prudent to do so. With these changes, there will not be a loss of City general fund revenue associated with franchise adoption.

The other revenue sources for the City of Shoreline tied to franchise issuance are the utility tax and the Education and Government Access (EG) fees collected from Comcast subscribers. Currently, the City of Shoreline is collecting a 6% utility tax and a fifteen (\$0.15) cents per subscriber per month EG fee from Comcast subscribers. These revenue collections will remain consistent if the proposed franchise is adopted.

### **RECOMMENDATION**

No action is required at this time. Staff recommends that Council discuss proposed Ordinance No. 894 and provide staff with feedback. Proposed Ordinance No. 894 is currently scheduled to return to Council for possible adoption on October 5, 2020.

### **ATTACHMENTS**

Attachment A: Ordinance No. 894 – Granting a Non-Exclusive Franchise to Comcast to Construct, Maintain, Operate, Replace, and Repair a Cable System Over, Along, Under, and Through Designated Public Rights-of-way in the City of Shoreline

**ORDINANCE NO. 894**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, GRANTING COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, A WASHINGTON CORPORATION, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, AND REPAIR A CABLE COMMUNICATIONS SYSTEM, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY OF SHORELINE, WASHINGTON.**

WHEREAS, the City of Shoreline (“City”) is a franchising authority in accordance with Title VI of the Cable Act, 47 U.S.C. § 522(10), and Washington State law; and

WHEREAS, Comcast Cable Communications Management, LLC (“Comcast”) is a provider of cable communications; and

WHEREAS, with the adoption of Ordinance 601, the City Council granted Comcast a seven (7) year non-exclusive franchise with an option for Comcast to extend for two (2) years which Comcast exercised so that the current franchise will expire on October 3, 2020, and the City Council has determined that the renewal of a nonexclusive franchise to Comcast is consistent with the public interest; and

WHEREAS, under the previous franchise, Comcast has installed a Hybrid Fiber Coax Cable System that occupies the rights-of-way within the City, and Comcast desires to continue to use the Hybrid Fiber Coax Cable System to provide cable services; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public right-of-way and RCW 35A.47.040 authorizes the City “to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for ... poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of... signals or other methods of communication ...”; and

WHEREAS, the City Council desires to protect and manage the rights-of-way, require standards of customer service, receive financial compensation for Comcast’s use of the rights-of-way as provided by federal law, obtain use of educational and governmental channels, establish certain reporting and record access requirements, and provide for the future cable-related needs of its residents; and

WHEREAS, the City Council has identified the future cable-related needs and interests of the City, has considered the financial, technical and legal qualifications of Comcast, and has determined that Comcast's cable system is adequate, in a full public proceeding affording due process to all parties; and

WHEREAS, the City Council, having determined that the financial, legal, and technical ability of Comcast is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to grant a franchise for the construction, operation, and maintenance of a cable communications system; and

WHEREAS, the City Council finds that it is desirable and in the best interests of the health, safety and welfare of residents of the Shoreline community to grant a non-exclusive franchise to Comcast Cable Communications Management, LLC for the operation of a cable service system within the City's rights-of-way; and

WHEREAS, the City and Comcast have reached agreement on the terms and conditions of a non-exclusive franchise and the parties have agreed to be bound by those terms and conditions; and

WHEREAS, in consideration of the renewal of a franchise to Comcast, Comcast's promise to provide cable service to residents of the City of Shoreline pursuant to and consistent with the Cable Act, 47 USC § 521 *et seq.*;

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

**A non-exclusive franchise authorizing the use of public rights-of-way for a cable service system is granted to Comcast Cable Communications Management, LLC under the terms and conditions stated below.**

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## Cable Franchise

### **SECTION 1. Definition of Terms**

For the purpose of this Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them herein. The word "shall" is always mandatory and not merely directory.

- 1.1 “Access” means the availability for noncommercial use by various educational and governmental agencies, institutions and organizations in the community, including the City and its designees, of Channels on the Cable System designated for such use as permitted under applicable law:
- (A) “Educational Access” means Access where Schools are the primary users having editorial control over programming.
- (B) “Governmental Access” means Access where governmental institutions or their designees are the primary users having editorial control over programming.
- (C) “Educational and Governmental Access” or “EG Access” means the availability for noncommercial use of a Channel or Channels on the Cable System by various governmental and educational agencies including the City and its designees.
- 1.2 “Access Channel” means any Channel, or portion thereof, designated for noncommercial Access purposes or otherwise made available to facilitate or transport Access programming.
- 1.3 “Affiliate(s) or Affiliated Entity” means, when used in connection with Grantee, any Person who owns or controls, is owned by or controlled by, or is under common ownership or control with Grantee.
- 1.4 “Bad Debt” means amounts lawfully owed by a Subscriber and accrued as revenue on the books of Grantee, but not collected after reasonable efforts by Grantee.
- 1.5 “Basic Service” means the Cable Service Tier which includes, at a minimum, the retransmission of local television Broadcast Signals.
- 1.6 “Cable Act” means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and as amended by the Telecommunications Act of 1996, and any amendments thereto, 47 U.S.C. § 521 *et. seq.*
- 1.7 “Cable Operator” means any Person or group of Persons, including Grantee, who provide Cable Service over a Cable System and directly or through one or more Affiliates own a significant interest in such Cable System or who otherwise Control or are responsible for, through any arrangement, the management and operation of such a Cable System.

- 1.8 “Cable Service(s)” means (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service, 47 U.S.C. § 522(6).
- 1.9 “Cable System” means Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and that is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. § 201 *et seq.*), except that such facility shall be considered a cable system (other than for purposes of 47 U.S.C. § 541(c) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with § 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems, 47 U.S.C. Sec. 522 (7). When used herein, the term “Cable System” shall mean Grantee’s Cable System in the Franchise Area.
- 1.10 “Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel, whether delivered in an analog or digital format.
- 1.11 “City” means City of Shoreline, a municipal corporation of the State of Washington.
- 1.12 “Control” means the ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Grantee’s affairs.
- 1.13 “Day” means calendar day unless otherwise provided.
- 1.14 “Dwelling Units” means any building or portion thereof that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy.
- 1.15 “FCC” means the Federal Communications Commission or successor governmental entity thereto.
- 1.16 “Franchise” means this document and any amendments or modifications hereto.
- 1.17 “Franchise Area” means the area within the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.
- 1.18 “Grantee” means Comcast Cable Communications Management LLC, a Washington State for-profit corporation.

1.19 “Gross Revenues” means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the City. Grantee will calculate gross revenues in accordance with General Accepted Accounting Principles (“GAAP”). Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);
- installation, reconnection, downgrade, upgrade, or similar charges associated with changes in Subscriber Cable Service;
- fees for service calls;
- fees for additional outlets;
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the City;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined in this Section;
- late fees, convenience fees, administrative fees and other multiservice fees, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees;
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City;
- Revenue from the lease of the Cable System to provide Cable Services in the Franchise Area.

- Payments or other consideration received from programmers for carriage of programming on the Cable System and recognized as revenue under GAAP.
  - A. “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the City and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to National Cable Communications and Comcast Spotlight or their successors or other affiliated advertising agencies associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.
  - B. “Gross Revenues” shall not include:
    - actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
    - any taxes/or fees on services furnished by Grantee which are imposed directly on any Subscriber or user by the State, City or other governmental unit and which are collected by Grantee on behalf of said governmental unit
    - Public, Educational and Governmental (PEG) Fees;
    - Launch fees and marketing co-op fees; and
    - unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues.
  - C. For the purposes of this definition, if the Cable Service is bundled or integrated functionally with other services, capabilities, or applications, the Franchise Fee shall be applied only to the Gross Revenue attributable to the Cable Service. If Grantee bundles, integrates, ties, or combines Cable Services with nonvideo services creating a bundled package so that Subscribers pay a single fee for more than one class of service or receive a discount on video services, Gross Revenues shall be determined based on an equal allocation of the package discount, that is, the total price of the individual classes of service at advertised rates compared to the package price, among all classes of service comprising the package. If Grantee does not offer any component of the bundled package separately, Grantee shall declare a stated retail value for each component based on reasonable comparable prices for the product or service for the purpose of determining

Franchise Fees based on the package discount described above. It is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value.

- D. Grantee reserves the right to change the allocation methodologies set forth in this Section 1.28 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”). Grantee will document any changes to such allocation methodologies and Grantee will explain and document the required changes to the City as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.28(E) below. If new Cable Service revenue streams develop from Grantee’s operation of its Cable System within the City, those new revenue streams shall be included within Gross Revenues, unless the parties agree otherwise.
- E. Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to GAAP as promulgated and defined by the FASB, EITF and/or the SEC. Notwithstanding the forgoing, the City reserves its right to challenge Grantee’s calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.
- 1.20 “Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.
- 1.21 “Public Rights-of-Way” or “Rights-of-Way” means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, lane, drive, circle or other public right-of-way, including, but not limited to, utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the City in the Franchise Area, which shall entitle the City and Grantee to the use thereof for the purpose of constructing, installing, operating, repairing, upgrading and maintaining the Cable System. Public Rights-of-Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Grantee to the use thereof for the purposes of constructing, installing, operating, and maintaining Grantee’s Cable System over existing poles and wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and appurtenant to the Cable System.
- 1.22 “School” means any State accredited K-12 educational institution, public or private, but excluding home schools.

- 1.23 “State” means the State of Washington.
- 1.24 “Subscriber” or “Customer” means a Person who lawfully receives Cable Service over the Cable System with Grantee’s express permission.

## **SECTION 2. Grant of Authority**

- 2.1 Grant. The City hereby grants to Grantee under the Cable Act a nonexclusive Franchise authorizing Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Rights-of-Way within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Rights-of-Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.
- 2.2 Franchise Subject to Federal, State and Local Law. Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions now existing or hereafter amended of federal, State and generally applicable local laws and regulations.
- 2.3 Use of Rights of Way for non-Cable Service. This Franchise is an express authorization to provide Cable Services. Neither the City nor the Grantee waive any rights they may have under applicable law as to the lawful use of the Cable System for other services and the regulatory obligations related to such services. This Franchise is not a bar to the imposition of any lawful conditions on Grantee with respect to non-Cable Services, whether similar, different or the same as the conditions specific herein. However, this Franchise shall not be read as a concession by Grantee that it needs authorization to provide non-Cable Services.
- 2.4 No Rights by Implication. No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:
- 2.4.1 Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;
- 2.4.2 Any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property; or
- 2.4.3 Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise.
- 2.5 Conveyance of Rights. This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty

of title or interest in any Rights-of-Way; it does not provide the Grantee with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

- 2.6 No Waiver. The failure of City on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Cable Act or any other applicable State or Federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City nor to excuse Grantee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.
- 2.7 Other Ordinances. Grantee agrees to comply with the terms of any lawful, generally applicable provision of the Shoreline Municipal Code , In the event of a conflict between any ordinance and a specific provision of this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the City.
- 2.8 Term of Franchise. The term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be ten (10) years (the “Term”) from the Effective Date of this Franchise.
- 2.9 Effective Date.
- 2.9.1 This Franchise and the rights, privileges and authority granted hereunder shall take effect and be in force from and after the Effective Date of this Franchise. The Effective Date of this Franchise shall be the date upon which Grantee executes acceptance of this franchise agreement.
- 2.9.2 Within sixty (60) Days after the date of City Council approval of this Franchise and receipt of the approved document, Grantee shall signify its acceptance of this Franchise by executing this Franchise. Grantee shall return the executed Franchise along with any accompaniments as required by this Section 2.9.2 to the City Clerk. The executed Franchise shall be accompanied by the certificates of insurance specified in Section 9.2 and the evidence of the Security as specified in Section 9.4. This Franchise is voidable unless executed and returned with the required accompaniments as specified by this Section 2.9.2 by Grantee within this timeframe.
- 2.9.3 The grant of this Franchise shall have no effect on Grantee’s duty under the prior franchise, in effect prior to the Effective Date of this Franchise, to indemnify or insure the City against acts or omissions occurring during the period that the prior franchise was in effect, nor shall it affect Grantee’s liability to pay all Franchise Fees which were due and owed under a prior franchise.
- 2.10 Effect of Acceptance. By accepting the Franchise, Grantee: (1) acknowledges and accepts the City’s legal right to issue and enforce the Franchise; (2) accepts and agrees to comply



with each and every provision of this Franchise subject to applicable law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

- 2.11 Reservation of Authority. Nothing in this Franchise shall (1) abrogate the right of the City to perform any public works or public improvements of any description, (2) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (3) be construed as a waiver or release of the rights of the City in and to the Public Rights-of-Way.
- 2.12 Grant Not Exclusive. The Franchise and the rights granted herein to use and occupy the Rights-of-Way to provide Cable Services shall not be exclusive, and City reserves the right to grant other franchises for similar uses or for other uses of the Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the Term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System.
- 2.13 Grant of Other Franchises; Competitive Equity. Grantee acknowledges and agrees that the City reserves the right to grant one or more additional franchises subsequent to this Franchise to provide Cable Service within the Franchise Area; provided, the City agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant within ninety (90) Days of Grantee's request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees; insurance; System build-out requirements; security instruments; Access Channel and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word-for-word identical franchise or authorization so long as the regulatory and financial burdens on each entity are materially equivalent. If any subsequent franchise is granted by the City or by transfer, extension or renewal which, in the reasonable opinion of Grantee, contains materially more favorable or less burdensome terms or conditions than this Franchise, the City agrees that it shall amend this Franchise to include any more materially favorable or less burdensome terms or conditions in a manner mutually agreed upon by City and Grantee.
- 2.13.1 In the event an application for a new cable television franchise is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall serve or require to be served a copy of such application upon Grantee by registered or certified mail or via nationally recognized overnight courier service.
- 2.13.2 In the event that a wireline multichannel video programming distributor provides video service to the residents of the City under the authority granted by federal or State legislation or other regulatory entity, Grantee shall have a right to request Franchise amendments that relieve Grantee of regulatory burdens that create a competitive disadvantage to Grantee. In requesting amendments, Grantee shall file

a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The City shall not unreasonably withhold consent to Grantee's petition.

- 2.14 Conditions of Sale. If a renewal or extension of Grantee's Franchise is denied or the Franchise is lawfully terminated, and the City lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.
- 2.15 Transfer upon Revocation. Grantee and the City agree that in the case of a final determination of a lawful revocation of the Franchise, the City shall give Grantee at least one hundred twenty (120) Days to effectuate a transfer of its Cable System to a qualified third party. Furthermore, Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the City, Grantee and the City may avail themselves of any rights they may have pursuant to federal or State law. It is further agreed that Grantee's continued operation of the Cable System during the one hundred twenty (120) Day period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the City or Grantee.
- 2.16 Police Powers. Grantee's rights hereunder are subject to the police powers of City to adopt and enforce ordinances necessary to the safety, health and welfare of the public, and Grantee agrees to comply with all applicable laws, ordinances and regulations lawfully enacted pursuant to the police powers of City, or hereafter enacted in accordance therewith, by City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary.

### **SECTION 3. Construction and Maintenance of the Cable System**

- 3.1 Permits and General Obligations. Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe manner using materials that meet or exceed industry standards. All facilities, poles, conduits, cables, and equipment installed by Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise shall be located so as to minimize interference with the designated use of the Public Rights-of-Way at the time of Cable System facilities installation.

### 3.2 Conditions on Occupancy of Public Rights-of-Way.

3.2.1 Relocation at Request of City. Except as provided herein, upon ninety (90) Days prior written notice to Grantee, City shall have the right to require Grantee to relocate any part of Grantee's Cable System within the Public Rights-of-Way when the safety, health or welfare of the public requires such change, and the expense thereof shall be paid by Grantee. City is not required to provide ninety (90) Days prior written notice in the event of an emergency. Should Grantee fail to remove or relocate any such facilities by the date established by City, City may remove or relocate such facilities, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by City due to Grantee's delay. If City requires Grantee to relocate its facilities located within the Public Rights-of-Way, City shall make a reasonable effort to provide Grantee with an alternate location within the Public Rights-of-Way. This Section 3.2.1 does not apply to overhead facilities that are converted to underground facilities, consistent with Section 3.4. If public funds are available to any Person using such Public Rights-of-Way for the purpose of defraying the cost of any of the foregoing, the City shall upon written request of Grantee make application for such funds on behalf of Grantee.

3.2.2 Temporary Relocation at Request of Third Party. Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the City to move any structure, temporarily move its facilities to permit the moving of such structure; provided (i) Grantee may impose a reasonable charge on any Person for the movement of its facilities, and such charge may be required to be paid in advance of the movement of its wires or cables; (ii) Grantee is granted a permit for such work by the City if a permit is needed; and (iii) Grantee is given not less than thirty (30) business days advance written notice to arrange for such temporary relocation.

3.2.3 Restoration of Rights-of-Way. Whenever Grantee disturbs the surface of any Rights-of-Way for any purpose, Grantee shall promptly restore the Rights-of-Way to a condition reasonably comparable to the condition of the Rights-of-Way immediately prior to such disturbance. When any opening is made by Grantee in a hard surface pavement in any Rights-of-Way, Grantee shall promptly refill the opening and restore the surface as required by its permit. If Grantee fails to promptly restore the Rights-of-Way, the City may, after providing reasonable notice to Grantee, refill or repave any opening made by Grantee in the Rights-of-Way, and the reasonable expense thereof shall be paid by Grantee. The City may, after providing reasonable notice to Grantee, repair any work done by Grantee that, in the determination of the City, does not conform to applicable City specifications. The reasonable cost thereof, including the costs of inspection and supervision, shall be paid by Grantee.

3.3 Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent accidents that may cause damage or injuries. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal

and State regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Public Rights-of-Way.

- 3.4 Aerial and Underground Construction. If all of the distribution lines of all of the wireline service providers, such as telecommunications service providers, as defined in RCW 35.99.010, a utility service provider or a Cable Operator (collectively “Service Providers”) in any portion of the Franchise Area are underground, Grantee shall place its Cable System’s distribution cables underground within that area; provided that such underground locations are actually capable of accommodating Grantee’s cable and other equipment without technical degradation of the Cable System’s signal quality. In any portion(s) of the Franchise Area where the distribution lines of any of the respective Service Providers are both aerial and underground, Grantee shall have the discretion to construct, operate, and maintain all of its distribution cables, or any part thereof, aerially or underground. In areas where a Service Provider’s wiring is aerial, Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation. In those areas where neither aerial or underground distribution lines of any of the respective Service Providers exists, Grantee shall place its Cable System’s distribution cables and other equipment underground. If funds exist, are set aside for such purpose, or provided by a third party, Grantee shall be entitled to seek reimbursement for its share of funds to offset the cost of placing its facilities underground. Grantee shall utilize existing conduit wherever possible.
- 3.4.1 The City shall not be required to obtain easements for Grantee. Grantee shall, to the extent economically feasible, participate with other providers in joint trench projects to relocate its overhead facilities underground and remove its overhead facilities in areas where existing overhead facilities, including utility poles, are being removed and converted to underground facilities.
- 3.4.2 Nothing in this Section shall be construed to require Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as Customer taps, line extenders, system passive devices, amplifiers, power supplies, fiber splices, nodes, pedestals, or other related equipment.
- 3.4.3 In the event of a City driven facilities relocation project that requires conversion of overhead facilities to underground for purposes of health, safety or public welfare, Grantee agrees to bear the costs of converting Grantee's Cable System from an overhead system to an underground system as follows:
- A. Utility Trench and Vault/Pedestal Engineering: To ensure proper space and availability in the supplied joint trench, Grantee shall only pay for the work hours necessary to complete Cable System related engineering coordination with the other utilities involved in the project.
  - B. Conduit and Vaults/Pedestals Placement: Grantee shall only pay for the direct cost of labor and materials it takes to place its conduits and

vaults/pedestals in the supplied joint trench and/or solo cable trench as follows:

1. If the City contractor is completing this task, Grantee shall only pay the direct costs in accordance with Grantee's approved labor and materials exhibits at the time of the project.
2. If the direct costs of Grantee's approved labor and materials exhibits are not agreeable to the City or its contractor, Grantee shall have the option to hire its own contractor(s) to complete the work in accordance with Grantee's approved labor and materials exhibits at the time of the project.
3. If Grantee chooses to hire its own contractor(s), the City and its contractor(s) are responsible to coordinate with Grantee's contractor(s) to provide reasonable notice and time to complete the placement of Grantee's conduits and vaults/pedestals in the supplied joint trench.

- C. Within the conversion area, Grantee shall not be responsible for any on-site coordination and performance of traffic control, trenching, backfill, and restoration, unless it is work related to solo cable trench. In those areas, Grantee shall pay the direct cost of labor and materials in accordance with the provisions listed in Section 3.4.3 B above.

3.4.4 In the event of a Local Improvement District (LID) project that requires relocation of Grantee's facilities, Grantee shall be reimbursed by the LID funding for all expenses incurred as a result of the project.

3.4.5 In the event an underground conversion of cable facilities is required as part of the street improvement condition(s) of a new subdivision and/or planned development, the developer shall be responsible for all time and material costs associated with the conditioned underground conversion of cable facilities.

3.4.6 Grantee shall utilize existing poles and conduit wherever possible.

- 3.5 Work of Contractors and Subcontractors. Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's Ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it and shall ensure that all such work is performed in compliance with this Franchise and applicable law. Grantee shall be jointly and severally liable for all property and personal damages and for correcting all damage caused by any contractor or subcontractor working on Grantee's behalf.

### 3.6 Construction and Maintenance.

- 3.6.1 Subject to applicable laws and this Franchise, Grantee shall perform all maintenance, construction, repair and upgrades necessary for the operation of its Cable System in the Rights-of-Way. All work regarding Grantee's System shall, regardless of who performs the work, be and remain Grantee's responsibility.
- 3.6.2 Grantee's Cable System shall be constructed and maintained in such a manner as not to interfere with sewers, water pipes or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in Rights-of-Way by, or under, the City's authority.
- 3.6.3 Grantee shall provide and use any equipment necessary to control and carry Grantee's signals so as to prevent damage to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities and equipment to keep them in good repair and in a safe and presentable condition.
- 3.6.4 Grantee's Cable System shall be located, erected and maintained so as not to endanger the lives of Persons, or to unnecessarily hinder or obstruct the free use of Rights-of-Way or other public property.
- 3.6.5 Grantee shall give reasonable notice to private property owners of construction work in adjacent Rights-of-Way.
- 3.6.6 In the event that emergency repairs are necessary, Grantee shall notify the City of the repairs made on the next business day. Grantee may initiate such emergency repairs and shall apply for appropriate permits within two (2) business days after discovery of the emergency, or as soon as reasonably practical.
- 3.7 One Call Notification. Prior to doing any work in the Rights-of-Way, Grantee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes. Grantee shall also comply with generally applicable ordinances and permitting requirements before digging in the Rights-of-Way.
- 3.8 Rights-of-Way Vacation. If any Rights-of-Way or portion thereof used by Grantee is vacated by the City during the Term of this Franchise, unless the City specifically reserves to Grantee the right to continue the use of vacated Rights-of-Way, Grantee shall, without delay or expense to the City, remove its facilities from such Rights-of-Way and restore, repair or reconstruct the Rights-of-Way where such removal has occurred. In the event of failure, neglect or refusal of Grantee to restore, repair or reconstruct such Rights-of-Way after ninety (90) Days written notice from the City, the City may do such work or cause it to be done, and the reasonable cost thereof shall be paid by Grantee within ninety (90) Days of receipt of an invoice and documentation.

- 3.9 Standards. All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. Grantee must comply with all federal, State and local safety requirements, rules, regulations, laws and practices, and deploy all necessary devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee must comply with the National Electrical Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards in effect at the time of the work being performed.
- 3.9.1 Grantee shall ensure that all cable drops are properly bonded and grounded at the home, consistent with applicable code requirements. All non-conforming or non-performing cable drops shall be replaced by Grantee as necessary.
- 3.9.2 Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable.
- 3.9.3 All installations of equipment, lines and facilities shall be installed in accordance with good engineering practices and of sufficient height to comply with all federal, State and local regulations, ordinances and laws.
- 3.9.4 Any opening or obstruction in the Rights-of-Way or other public places made by Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible at night.
- 3.9.5 Grantee and the City agree that nothing in this Franchise shall give Grantee the right to construct new poles without prior City approval. Furthermore, nothing contained in this Franchise gives Grantee a right of pole attachment to City facilities or facilities owned by third parties.
- 3.10 Stop Work. On notice from the City that any work is being conducted contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City. The stop work order shall:
- 3.10.1 Be in writing;
- 3.10.2 Be given to the Person doing the work and be posted on the work site;
- 3.10.3 Be sent to Grantee by overnight delivery at the address given herein;
- 3.10.4 Indicate the nature of the alleged violation or unsafe condition; and
- 3.10.5 Establish conditions under which work may be resumed.
- 3.11 Joint Trenching/Boring. To the extent it is technically and economically feasible, Grantee shall joint trench or share bores or cuts and work with other providers (such as, but not

limited to, telecommunications, gas and electric companies), licensees, permittees and franchisees so as to reduce the number of Right-of-Way cuts within the City.

- 3.12 GIS Mapping. Upon thirty (30) Days written request by the City, Grantee shall provide a route map that depicts the general location of the Cable System facilities placed in the Right-of-Ways. The route map shall identify Cable System facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and service lines to individual Subscribers. The Grantee shall also provide, if requested, an electronic format of the aerial/underground facilities in relations to a Right-of-Way centerline reference to allow the City to add this information to City's geographic information system (GIS) program.
- 3.13 Trimming of Trees and Shrubbery. Grantee shall have the authority to trim trees or other natural growth interfering with, damaging, or restricting access to any of its Cable System facilities in the Rights-of-Way. All such trimming shall be done at Grantee's sole cost and expense. Grantee shall be responsible for any damage caused by such trimming and shall make every attempt to trim such trees and shrubbery in a fashion that maintains their aesthetic appeal. Grantee shall comply with all local laws and regulations with respect to trimming of trees and shrubbery and with all generally applicable landscaping regulations.
- 3.14 Reservation of Rights-of-Way. Nothing in this Franchise shall prevent the City or public utilities from constructing any public work or improvement in the Public Rights-of-Way. All such work shall be done insofar as practicable so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.
- 3.15 Inspection of Facilities. Upon reasonable notice, the City may inspect any of Grantee's Facilities or equipment within the Rights-of-Way and on other public property. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Grantee to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition in a timely manner as directed by the City. The City has the right to inspect, repair and correct the unsafe condition if Grantee fails to do so, and to charge Grantee for the actual costs incurred to do so.
- 3.16 Removal of Property. In the event that the franchise has been terminated, Grantee shall, within 180 Days of prior written demand from the City, completely remove, at its expense, all property of Grantee's system. Post-removal, the Grantee must promptly restore the street or other affected areas to a condition satisfactory to the City.

#### **SECTION 4. Service Obligations**

- 4.1 General Service Obligation. Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least twenty-five (25) Dwelling Units per strand mile in areas served by overhead facilities and sixty (60) Dwelling Units per strand mile in areas served by underground facilities. Subject to this density requirement, Grantee shall offer Cable Service at standard installation rates to all new Dwelling Units or previously unserved Dwelling Units located within one



hundred twenty-five (125) aerial feet or sixty (60) underground trench feet of the Grantee's distribution cable. Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a line extension or a drop-in excess of the above standards. Any such additional charge shall be the fully allocated cost of the installation that exceeds the standards set forth above.

- 4.2 Obscenity. Grantee shall not transmit, or permit to be transmitted, over any Channel subject to its editorial Control any programming that is obscene under applicable federal, State or local laws.
- 4.3 Services for the Disabled. Grantee shall comply with the Americans with Disabilities Act and any amendments or successor legislation thereto.
- 4.4 Parental Control Device. Upon request by any Subscriber, Grantee shall make available at no charge a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.
- 4.5 No Discrimination. Neither Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial, and other business obligations to Grantee are satisfied. Grantee shall not however be required to continue service to a Subscriber who cannot meet their financial obligations to Grantee or who is verbally or physically abusive, harassing, or threatening to Grantee or any of its employees, agents, representatives, contractors, subcontractors, or consultants. Nothing contained herein shall prohibit Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.
- 4.6 New Developments. The City shall provide Grantee with written notice of the issuance of formal approvals for new subdivisions and/or planned developments within the Franchise Area requiring underground installation and/or conversion of cable facilities as part of the approval condition(s). The City agrees to require the developer, as a condition of issuing land use and building permits, to give Grantee access to all open trenches for deployment of cable facilities throughout the development and at least ten (10) business days written notice of the date of availability of open trenches. The developer shall be responsible for the digging and backfilling of all trenches. Grantee shall be responsible for engineering and deployment of labor relative to its installation of cable facilities within the development.

**SECTION 5. Rates, Fees, Charges and Deposits**

- 5.1 Rate and Service Change Notification. Grantee shall provide advance notice of any changes in rates and services consistent with applicable federal law, including but not limited to 76.1603, as amended from time to time.
- 5.2 No Rate Discrimination. All rates and charges shall be published (in the form of a publicly available rate card) and shall be nondiscriminatory for all Persons of similar classes, under similar circumstances and conditions and without regard to neighborhood or income. Nothing herein shall be construed to prohibit:
- 5.2.1 The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns;
- 5.2.2 The offering of reasonable discounts to similarly situated Persons;
- 5.2.3 The offering of bulk discounts for multiple Dwelling Units.
- 5.3 Low Income Discount. Grantee has historically granted a 30% discount to Subscribers who are low income and are aged 65 years or older or disabled to its Basic Cable Service (provided they are not already receiving a package discount and provided further they are the legal owner or lessee/tenant of the dwelling unit). Grantee, as a voluntary initiative, is encouraged to continue to offer a discount to these individuals. For purposes of this discount, Subscribers are considered low income if their combined disposable income from all sources does not exceed the Housing and Urban Development Standards for the Seattle/Everett Area for the current and preceding calendar year. As of the Effective Date of this Franchise, Grantee is offering this low income discount as described herein.
- 5.4 Leased Access Channel Rates. Grantee shall offer Leased Access Channel capacity on such terms and conditions and rates as may be negotiated with each lessee, subject to the requirements of Section 612 of the Cable Act. Upon request, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels or portions of such Channels.
- 5.5 Late Fees. For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with State law.

**SECTION 6. Customer Service**

- 6.1 Customer Service Standards. Grantee shall comply in all respects with the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended from time to time.
- 6.2 Privacy Protection. Grantee shall comply with all applicable federal and State privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

**SECTION 7. Oversight and Regulation**

- 7.1 **Franchise Fees.** Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Service in the Franchise Area (“Franchise Fee”). In accordance with Title VI of the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year provided, however, that Grantee shall not be compelled to pay any higher percentage of Franchise Fees than any other Cable Operator providing Cable Service in the same portion of the Franchise Area. If during the Term of this Franchise, the FCC, federal or State government, or the courts change the amount an City can collect for Franchise Fees, then this Franchise shall be amended and such change shall be imposed on all similarly situated Cable Operators operating in the same portion of the Franchise Area. Franchise Fees are not a tax.
- 7.2 **Payments.** The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) Days after the close of each calendar quarter. Grantee shall be allowed to submit or correct any payments that were inadvertently omitted, provided such correction is made within ninety (90) Days following the close of the calendar quarter for which such payments were applicable, without incurring any interest expenses pursuant to Section 7.5. At City’s option, if there are overpayments of Franchise Fees, City may choose to either refund any such overpayments to Grantee, or Grantee shall withhold future Franchise Fee payments until such time as said overpayment is recovered. If City chooses the option to refund such overpayments, then no interest shall accrue on such overpayments provided City refunds the overpayments within sixty (60) Days notice from Grantee. Notwithstanding the foregoing, the parties may agree on a different timeframe or terms of repayment.
- 7.3 **Additional Compensation.** In the event that Franchise Fees are prohibited by any law or regulation, Grantee shall pay to the City that amount, if any, which is required in accordance with applicable law.
- 7.4 **Quarterly Reports.** Each Franchise Fee payment shall be accompanied by a report prepared by a representative of Grantee showing the basis for the computation of the Franchise Fees paid during that period.
- 7.5 **Interest Charge on Late Payments.** Late payments for any Franchise Fees due pursuant to this Section, EG Fees due pursuant to Section 11.6 and liquidated damages due pursuant to Section 13.1.1 shall be subject to interest at the then-current rate set forth in RCW 19.52.020, which as of the date of execution of this Franchise is twelve percent (12%) per annum from the date that such payment is due.
- 7.6 **No Release.** The City’s acceptance of payment shall not be construed as an agreement that the amount paid was correct, nor shall acceptance be construed as a release of any claim which the City may have for additional sums due under this Franchise. The period of limitation for recovery of Franchise Fees payable hereunder shall be six (6) years from the date on which payment by Grantee was due.

7.7 No Limitation on Taxing Authority. Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee, or assessment of general applicability. Nothing in this Franchise is intended to preclude Grantee from exercising any right it may have to challenge the lawfulness of any tax, fee, or assessment imposed by the City or any State or federal agency or authority, or intended to waive any rights the Grantee may have under 47 U.S.C. § 542.

7.8 Additional Commitments Not Franchise Fees.

The PEG Capital Contribution pursuant to Section 11.6, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the City and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with applicable law. The City likewise reserves all rights it has under applicable law. Should Grantee elect to offset the items set forth herein, or other franchise commitments against the Franchise Fees in accordance with applicable law, including any Orders resulting from the FCC, Grantee shall provide the City advance written notice and time to make an election as to an offset from franchise fees or modification of the obligation as set forth in applicable law but not to exceed 120 Days.

7.9 Franchise Fee Audit

7.9.1 Upon thirty (30) Days prior written notice, but not more often than once each calendar year, the City shall have the right to inspect Grantee's financial records necessary to enforce the provisions of the Franchise and to calculate any amounts determined to be payable pursuant to this Franchise. Provided Grantee cooperates in making all relevant records available upon request, the City will in good faith attempt to complete each audit within six (6) months, and the audit period shall not be any greater than the previous three (3) years, unless the City has information relating to previous years beyond the three (3) years which, in its reasonable judgment, raises doubt as to the accuracy of payments made under this or previous franchises, in which case an additional three (3) years may be audited. If the audit shows that there has been an underpayment of Franchise Fees by five percent (5%) or more in a calendar year, then Grantee shall pay the cost of the audit, such amount not to exceed Fifteen Thousand Dollars (\$15,000).

7.9.2 Upon the completion of any such audit by the City, the City shall provide to Grantee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, Grantee shall have thirty (30) Days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties

shall seek to agree upon a “Final Settled Amount.” For purposes of this Section, the term “Final Settled Amount(s)” shall mean the agreed upon underpayment, if any, by Grantee to the City. If the parties cannot agree on a “Final Settled Amount,” either party may bring an action to have the disputed amount determined by a court of law.

7.9.3 Any “Final Settled Amount(s)” due to the City as a result of such audit shall be paid to the City by Grantee within sixty (60) Days from the date the parties agree upon the “Final Settled Amount.” Once the parties agree upon a Final Settled Amount and such amount is paid by Grantee, the City shall have no further rights to audit or challenge the payment for that period. If it was found that there was an underpayment of Franchise Fees pursuant to this Section, Grantee shall pay, in addition to the amount due, interest, calculated from the date the underpayment was originally due until the date payment is made by Grantee.

7.9.4 In the event the “Final Settled Amount(s)” is an overpayment by Grantee, the City shall either reimburse Grantee within sixty (60) Days of the date the parties agree upon the Final Settled Amount or, upon Grantee’s approval, the City may choose to have Grantee withhold future Franchise Fee payments until such time as said overpayment is recovered. If the City fails to refund the overpayment to Grantee within sixty (60) Days, then interest at the rate specified in Section 7.5 shall accrue beginning on the sixty-first (61st) day following the determination of the Final Settled Amount.

#### 7.10 Maintenance of Books, Records, and Files.

7.10.1 Books and Records. Throughout the Term of this Franchise, Grantee agrees that the City, upon reasonable prior written notice to Grantee, may review Grantee’s books and records necessary to determine compliance with the terms of this Franchise. The review of such books and records shall occur at Grantee’s business office (unless a substitute location is otherwise agreed upon), during normal business hours, and without unreasonably interfering with Grantee’s business operations. Such books and records shall include any records required to be kept in a public file by Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by Grantee for a minimum period of six (6) years.

7.10.2 File for Public Inspection. Throughout the Term of this Franchise, Grantee shall maintain a file available for public inspection which shall include all documents required pursuant to the FCC’s rules and regulations. The public inspection file shall be maintained at Grantee’s business office and will be available to the public during normal business hours.

7.10.3 Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any

information disclosed by Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise and who agree to maintain the confidentiality of all such information. Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act or any other applicable federal or State privacy law. For purposes of this Section 7.10, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, Customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by Grantee to be competitively sensitive.

7.10.4 Public Records Act. Notwithstanding anything to the contrary set forth in this Section, Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. That said, Grantee does agree to provide all information reasonably required to verify compliance with the material terms of the Franchise. The City agrees to keep confidential any proprietary or confidential books or records to the extent permitted by law. Grantee shall be responsible for clearly and conspicuously identifying the work confidential or proprietary and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the City shall promptly advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information so that Grantee can take appropriate steps to protect its interests within ten (10) business days of receiving notification of the City’s intended disclosure. Nothing in the Section 7.2 prohibits the City from complying with RCW 42.56, or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Grantee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order requested by Grantee which prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order, Grantee shall reimburse the City for any fines or penalties imposed for failure to disclose such records.

7.10.5 Records Required. Upon written request, but no more frequently than once a year, City may request a report which may include any or all of the following, depending on the needs of the City:

- (A) Records of all written complaints received by Grantee for a period of up to three (3) years. The term “complaint” as used herein refers to escalated concerns about any aspect of the Cable System or Grantee’s cable operations;
- (B) Records of outages for the previous year, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

(C) Records of service calls for repair and maintenance for the previous year, indicating the date and time service was required, the date of acknowledgment, the date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

(D) Records of installation/reconnection and requests for service extension for the previous year, indicating the date of request, date of acknowledgment, and the date and time service was extended;

(E) If specifically requested by the City:

1. The most recent annual report Grantee filed with the FCC.
2. The number of Subscribers with Basic Service; and

(F) Such other reports with respect to its local operation as are necessary to monitor compliance with this Franchise.

7.11 Performance Evaluations. Upon written notification, the City may hold performance evaluation sessions no more than once every twelve months to ensure proper performance of the provisions of this Franchise.

7.11.1 All evaluation sessions shall be open to the public.

7.11.2 Topics which may be discussed at any evaluation session include issues surrounding Grantee's performance of the terms and conditions of this Franchise and such other matters related to the provision of Cable Services, provided nothing in this subsection shall be construed as requiring the renegotiation of this Franchise, or any provision, term, or condition therein, and further provided that this subsection 7.11 need not be followed before other legal or equitable remedies within this Franchise may be sought.

7.11.3 Grantee agrees to participate in such evaluation sessions described in this Section 7.11 in good faith.

## **SECTION 8. Transfer or Renewal of Franchise**

8.1 Franchise Transfer. Subject to Section 617 of the Cable Act, the Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person (hereinafter "Transfer of the Franchise") without the prior written consent of the City, which consent shall not be unreasonably withheld.

8.1.1 Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of Control of Grantee. The word "control" as used herein is not limited to majority stock ownership but includes

actual working Control in whatever manner exercised. Every change, transfer or acquisition of Control of Grantee, except as noted in Section 8.1.7, shall make this Franchise subject to cancellation unless and until the City shall have consented thereto which consent shall not be unreasonably withheld.

- 8.1.2 The parties to the Transfer of the Franchise or change of Control shall make a written request to the City for its approval of the Transfer of the Franchise or change of Control and shall furnish all information required by applicable law. In reviewing a request related to a Transfer of the Franchise or change in Control, the City may inquire into any matter reasonably related to the ability and willingness of the prospective transferee or controlling party to perform, in accordance with 47 CFR § 76.502.
- 8.1.3 In seeking the City's consent to any change in ownership or Control, the proposed transferee or controlling party shall indicate whether, as applicable, it:
- (A) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law, or is currently under an indictment, investigation or complaint charging such acts;
  - (B) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against it by any court of competent jurisdiction;
  - (C) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a Cable System;
  - (D) Is financially solvent, by submitting financial data, including financial information as required by FCC Form 394; and
  - (E) Has the legal, financial and technical capability to enable it to maintain and operate the Cable System for the remaining Term of the Franchise.
- 8.1.4 In reviewing a request for the Transfer of the Franchise or change of Control, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said Transfer of the Franchise or change of Control upon such terms and conditions as it deems reasonably appropriate and as are consistent with federal law; provided, however, that any such terms and conditions so attached shall be related to the legal, technical and financial qualifications of the prospective controlling party or transferee. Additionally, such Person shall effect changes as promptly as practicable in the operation of the Cable System, if any changes are necessary to cure any violations or defaults presently in effect or ongoing.
- 8.1.5 The City shall act by ordinance or resolution on the request within one hundred twenty (120) Days of the request, provided it has received all information required



by law, such as a completed FCC Form 394. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) Days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

- 8.1.6 Within sixty (60) Days of Closing of any Transfer of the Franchise or change of Control, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed(s), agreement(s), lease(s) or other written instrument(s) evidencing such Transfer of the Franchise or change of Control, certified and sworn to as correct by Grantee and the transferee or new controlling entity. In the case of a Transfer of the Franchise or change of Control, the transferee or the new controlling entity shall upon request by the City file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law.
- 8.1.7 Notwithstanding anything to the contrary in this Section 8.1, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an Affiliate; provided that the proposed assignee or transferee agree in writing to comply with all of the provisions of the Franchise, subject to applicable law. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise. In the event of a change in Control, the Grantee will continue to be bound by all provisions of the Franchise.
- 8.1.8 The consent or approval of the City to any Transfer of the Franchise or change in Control shall not constitute a waiver or release of any rights of the City.

## 8.2 Renewal of Franchise.

- 8.2.1 The City and Grantee agree that any proceedings undertaken relative to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended from time to time.
- 8.2.2 In addition to the procedures set forth in Section 626 of the Cable Act, the City shall notify Grantee of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Grantee under the current Franchise Term. The City further agrees that such assessments shall be provided to Grantee promptly so that Grantee has adequate time to submit a proposal under Section 626 of the Cable Act.
- 8.2.3 Notwithstanding anything to the contrary, Grantee and the City further agree that at any time during the Term of the current Franchise, while affording the public appropriate notice and opportunity to comment, the City and Grantee may agree to undertake and finalize informal negotiations regarding renewal of the Franchise and the City may grant a renewal thereof.

**SECTION 9. Insurance and Indemnity**9.1 Insurance Requirements.

9.1.1 General Requirement. Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

(A) Commercial General Liability coverage for bodily injury, personal injury, and property damage with limits of no less than two million dollars (\$2,000,000) per occurrence.

(B) Commercial Automobile Liability Insurance with minimum combined single limits of at least two million dollars (\$2,000,000) per occurrence.

(C) Employer's Liability with limits of at least one million dollars (\$1,000,000).

(D) Umbrella/Excess Liability Coverage in the amount of three million dollars (\$3,000,000).

(E) Workers' Compensation insurance shall be maintained during the Term of this Franchise to comply with State law.

9.1.2 Additional Insured. The City shall be included as an additional insured under each of the insurance policies required in this Section except Workers' Compensation and Employer's Liability Insurance. Except for Workers' Compensation and Employer's Liability Insurance, all insurance policies required hereunder shall provide or be endorsed so that the City is covered as, and have the rights of, an additional insured with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or applicable law, or in the construction, operation, upgrade, maintenance, repair, replacement or ownership of the Cable System. Grantee shall provide to the City either (1) a true copy of an endorsement covering City as an Additional Insured for each insurance policy required in this Section and providing that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by City of any certificate showing less coverage than required is not a waiver of Grantee's obligations to fulfill the requirements. Grantee's insurance coverage shall be primary insurance with respect to the City. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Grantee's insurance and shall not contribute to it. Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

9.1.3 Each policy shall provide that the insurance shall not be canceled or terminated so as to be out of compliance with these requirements without forty-five (45) Days written notice first provided to the City via mail, and ten (10) Days notice for nonpayment of any premium. If the insurance is canceled or terminated so as to be

out of compliance with the requirements of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, until all work required to be performed under the terms of this Franchise is satisfactorily completed and, in the case of Commercial General Liability Insurance, for at least one (1) year after expiration of this Franchise. Any failure of Grantee to comply with the claim reporting provisions of the policy(ies) or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. However, if coverage is not afforded under these circumstances, Grantee will indemnify the City for losses the City otherwise would have been covered for as an additional insured.

9.1.4 Grantee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Franchise. Each of the required insurance policies shall be with sureties qualified to do business in the State of Washington with an A- or better rating for financial condition and financial performance by Best Key Rating Guide, Property/Casualty Edition.

9.2 Verification of Coverage. In addition to the other requirements of this Section, Grantee shall furnish the City with certificates of insurance reflecting at least the minimum coverage and policy limits required hereunder. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices, and are to be received by the City within forty-five (45) Days of the time of acceptance of this Franchise by Grantee with existing insurance coverage to be maintained by Grantee until that date. Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

9.3 Indemnification.

9.3.1 Indemnity. Grantee agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Franchise or Grantee's activities, any casualty or accident to Person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Franchise, provided that the City shall give Grantee prompt written notice of its obligation to indemnify the City. Notwithstanding the foregoing, Grantee shall not indemnify the City for any damages, liability or claims resulting from the willful misconduct, concurrent negligence, or breach of obligation of the City, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which the City is legally responsible, or for any activity or function conducted by any Person other than Grantee in connection with EG Access or EAS.

9.3.2 Defense of Claims. With respect to Grantee's indemnity obligations set forth in this Section 9.3, Grantee shall provide the defense of any claims or actions brought against the City. Nothing herein shall be deemed to prevent the City from

cooperating with Grantee and participating in the defense of any litigation by its own counsel at its own cost and expense; provided, however, that after consultation with the City, Grantee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Grantee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the City, and the third party is willing to accept the settlement, but the City does not consent to the terms of any such settlement or compromise, Grantee shall not settle the claim or action, but its obligation to indemnify the City shall in no event exceed the amount of such settlement.

- 9.3.3 Separate Representation. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall select other counsel without conflict of interest with the City.
- 9.3.4 Indemnification for Relocation. Subject to applicable law, Grantee shall indemnify the City for any damages, claims, additional costs or expenses assessed against, or payable by, the City related to, arising out of, or resulting from Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in accordance with this Franchise.
- 9.3.5 Duty of Defense. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section 9.3.
- 9.3.6 Indemnification of Grantee. To the extent permitted by law, the City shall indemnify, defend and hold harmless Grantee for claims arising out of the City's use of the EG Access Channels and/or the Emergency Alert System.
- 9.3.7 Grantee's Further Responsibilities. Grantee shall indemnify and hold harmless the City from any workers' compensation claims to which Grantee may become subject during the Term of this Franchise. It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification provided per this Franchise, Grantee waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude Grantee from raising such immunity as a defense against any claim brought against Grantee by any of its employees or other third party. This waiver has been mutually negotiated by the parties.
- 9.3.8 Concurrent Negligence. In the event that a particular activity conducted under this Franchise is subject to RCW 4.24.115, this Section 9.3.8 shall apply. Liability for damages arising out of bodily injury to persons, death, or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, Grantee's liability shall be only to the extent of Grantee negligence.

- 9.4 Security. Grantee shall provide a performance bond in the amount of twenty thousand dollars (\$20,000) (the “Security”) to ensure the faithful performance of its responsibilities under this Franchise and applicable law. Grantee may be required to obtain additional security, such as generally applicable construction bonds, in accordance with the City’s permitting requirements. Grantee shall pay all premiums or costs associated with maintaining the Security, and shall keep the same in full force and effect at all times. Except as expressly provided herein or as otherwise specified in the City’s construction permitting requirements, the Grantee shall not be required to obtain or maintain other security as a condition of being awarded the Franchise. System Description and System Facilities.

### **SECTION 10. System Description and System Facilities.**

- 10.1 System Description. Prior to the Effective Date of this Franchise, Grantee undertook a voluntary upgrade of its Cable System to a hybrid fiber coaxial (HFC) fiber-to-the-node system architecture, with fiber optic cable deployed from its headend to nodes and tying into a coaxial system serving Subscribers. The Cable System is capable of delivering high quality signals that meet or exceed FCC technical quality standards regardless of any particular manner in which the signal is transmitted.
- 10.2 Technological Improvements. Throughout the Term of this Franchise, Grantee shall incorporate improvements in technology as necessary to reasonably meet the needs and interests of the community, in light of the cost thereof.
- 10.3 Technical Requirement. Grantee shall operate, maintain and construct the Cable System so as to continue the provision of high quality signals and reliable delivery of Cable Services. The Cable System shall meet or exceed any and all technical performance standards of the FCC, the National Electrical Safety Code, the National Electrical Code, and any other applicable federal law and the laws of the State of Washington, as amended (the “Technical Requirements”).
- 10.4 Cable System Performance Testing. Grantee shall perform all tests on its Cable System as required by the FCC and shall maintain written records of its test results. Copies of such test results will be provided to the City upon request. If the Cable System fails to meet any portion of a test, Grantee shall promptly take such measures as are necessary to correct any performance deficiencies identified as part of the technical testing. Sites shall be re-tested within five (5) Days following correction until correction has been confirmed and satisfactory results are obtained.
- 10.5 Additional Tests. Where there exists a pattern of poor technical performance or signal quality, the City may upon thirty (30) Days prior written notice, require Grantee to conduct performance testing. Grantee shall fully cooperate with the City in performing such testing and shall prepare the results and a report if requested, within thirty (30) Days after such testing. This report shall include the following information:
- 10.5.1 The nature of the complaint or problem which precipitated the special tests;

- 10.5.2 The Cable System component tested;
- 10.5.3 The equipment used and procedures employed in testing;
- 10.5.4 The method, if any, in which such complaint or problem was resolved; and
- 10.5.5 Any other information pertinent to said tests and analysis which may be required.
- 10.6 Standby Power. Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power supplies that supply back-up power for at least two (2) hours duration throughout the distribution networks and four (4) hours duration at all nodes and hubs.
- 10.7 Emergency Alert System. The Grantee shall provide an operating Emergency Alert System (EAS) in accordance with the provisions of State and federal laws, including FCC regulations.

### **SECTION 11. Educational and Governmental Access**

- 11.1 Access Channels. In order to meet the demonstrated community need for Access Channels and programming, Grantee shall continue to make one Governmental Access Channel and one Educational Access Channel available to the City for its use throughout the Term of this Franchise. Access Channel(s) shall be made available at no extra charge to Subscribers on Grantee's lowest tier of service.
- 11.2 Change in Cable System Technology. In the event Grantee makes any change in the Cable System technology, which affects the signal quality or transmission of any Access Channel programming, Grantee shall take all necessary technical steps to ensure the delivery of Access programming is not diminished or adversely affected.
- 11.3 Management and Control of Access Channels. Grantee does not have any editorial Control over the Access Channel programming. The City may authorize Designated Access Providers to Control, operate, and manage the use of any and all Access facilities provided by Grantee under this Franchise, including, without limitation, the operation of the Access Channels. The City or its designee may formulate rules for the operation of the Access Channels. Nothing herein shall prohibit the City from authorizing itself to be a Designated Access Provider. Grantee shall cooperate with City and Designated Access Providers in the use of the Cable System for the provision of Access Channels.
- 11.4 Underutilized Access Channels. Grantee and the City agree that it is their mutual goal to fully and efficiently use the Channel capacity of the Cable System, which may include Grantee's use of underutilized Access Channels. If Grantee believes that any Access Channel is underutilized, it may file a request with the City to use that Access Channel. The City shall in its sole discretion render a decision regarding the matter within sixty (60) Days of receiving the request. Should the City find that the Access Channel may be used by Grantee, then Grantee may begin using such Channel ninety (90) Days after receipt of

the decision. If a Designated Access Provider wants to begin using the Channel and has adequate amounts of programming to place on the Channel, then upon sixty (60) Days written notice from the City, Grantee shall discontinue using the Access Channel.

- 11.5 Access Channel Location. Grantee will use reasonable efforts to minimize the movement of Access Channel assignments. Grantee shall provide to the City a minimum of sixty (60) Days notice, and use its best efforts to provide ninety (90) Days notice, prior to any relocation of its Access Channels, unless the change is required by federal law, in which case Grantee shall give the City the maximum notice possible. In the event of Access Channel relocation, Grantee shall provide notice to Subscribers in the same manner as notice is provided for any other Channel relocation.
- 11.6 Support for Access Capital Costs. In an effort to meet the demonstrated community need for Access programming, Grantee shall collect from Subscribers and remit to the City an EG Fee that may be used for Access related capital expenditures, such as production equipment or a studio.
- 11.6.1 As of the Effective Date of the Franchise, Grantee currently collects from Subscribers an amount of fifteen (\$.15) per month (“EG Fee”) in support of Access related capital expenditures. Upon 90 Days from the written notice, Grantee shall collect from Subscribers an amount twenty-five (\$.25) cents per Subscriber per month (“EG Fee”). Subsequently, this EG Fee amount may be modified or waived by the City as determined by the City Council no more than once each year, and the EG Fee shall be no greater than twenty-five (\$.25) cents per Subscriber per month in the Franchise Area. Grantee shall remit the EG Fee at the same time as quarterly Franchise Fee payments.
- 11.6.2 Grantee shall not be responsible for paying the EG Fees with respect to gratis or Bad Debt accounts. The City can inquire as to the status of any such accounts, and Grantee agrees to meet with the City, upon request, to discuss such matters as necessary.
- 11.6.3 The City shall have the discretion to allocate the EG Fees in accordance with applicable law and shall submit a summary of capital expenditures from the EG Fees to Grantee within sixty (60) Days of the end of each calendar year. The summary shall include financial information showing all EG Fees received, EG expenses used for EG Access purposes and the ending balance.
- 11.6.4 To the extent the City makes Access capital investments using City funds prior to receiving the EG Fees, the City is entitled to apply the EG Fee payments from Grantee toward such City capital investments necessary for the programming of its Access Channels. The City and Grantee agree that any EG Fees shall be referred to on Subscribers’ bills as an “EG Fee,” or language substantially similar thereto.
- 11.6.5 The EG Fees provided for in this Section shall not be offset or credited against any Franchise Fee payments.

## 11.7 Return Connectivity.

11.7.1 Prior to the commencement of this Franchise, Grantee constructed and has maintained a fiber optic return line from City's EG origination site, 17500 Midvale Ave N, Shoreline WA, to its headend. Upon written request of the City, Grantee may construct and maintain additional EG origination sites at other locations within the Franchise Area, for the purpose of delivering Access programming. All costs for fiber optic connectivity to additional EG origination sites shall be paid by the City in advance of construction. All requests for construction of additional EG origination sites must be made one year prior to when construction would occur. Grantee may require that a reasonable deposit of the estimated project cost be paid in advance.

11.7.2 Upon completion of the requested work by the City and upon submission by Grantee of a proper invoice for payment of the cost incurred, City shall pay Grantee within thirty (30) Days of receipt. All work shall be performed in a cost-effective manner to minimize the costs to the City.

## **SECTION 12. Enforcement of Franchise**

12.1 Notice of Violation or Default. In the event the City believes that Grantee has not complied with a term or provision of the Franchise, the City shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem within a reasonable time frame, the City shall then notify Grantee in writing of the exact nature of the alleged noncompliance (the "Noncompliance Notice").

12.2 Grantee's Right to Cure or Respond. Grantee shall have thirty (30) Days from the receipt of the City's Noncompliance Notice: (A) to respond to the City, contesting the assertion of the alleged noncompliance or default; (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) Day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

12.3 Public Hearing. In the event Grantee fails to respond to the City's Noncompliance Notice or that the alleged default is not remedied within thirty (30) Days or the date projected by Grantee (provided such projection is also acceptable to the City), the City may schedule a public hearing to investigate the alleged default. Such public hearing may be held no less than thirty (30) business days therefrom. The City shall notify Grantee in writing of the time and place of such hearing and provide Grantee with a reasonable opportunity to be heard, to present evidence in its defense, and to question witnesses.

12.4 Options Following Public Hearing. If, after the hearing, the City determines that a default exists, Grantee and the City may agree on a plan and schedule to cure the default. Absent such agreement, the City shall order Grantee to correct or remedy the default or breach within such reasonable timeframe as the City shall determine. In the event Grantee does not cure the default within such time to the City's reasonable satisfaction, the City may:



12.4.1 Pursue the revocation of this Franchise pursuant to the procedures in Section 13 in the event of a material breach of this Franchise; or

12.4.2 Pursue any other legal or equitable remedy available under this Franchise or any applicable law.

### **SECTION 13. Liquidated Damages**

13.1 Liquidated Damages. The City and Grantee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of Grantee's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the City and Grantee agree that Grantee shall pay to the City, the sums set forth below for each Day or part thereof that Grantee shall be in breach of specific provisions of this Franchise. Such amounts are agreed to by both parties as a reasonable estimate of the actual damages the City would suffer in the event of Grantee's breach of such provisions of this Franchise.

13.1.1 Subject to the provision of written notice to Grantee and a thirty (30) Day right to cure period, the City may assess against Grantee liquidated damages as follows: one hundred dollars (\$100.00) per Day for failure to provide the Access Channel(s); one hundred fifty dollars (\$150.00) per Day for each material violation of the Customer Service Standards; fifty dollars (\$50.00) per Day for failure to provide reports or notices as required by this Franchise; and up to two hundred dollars (\$200.00) per Day for any other material breaches of the Franchise.

13.1.2 City shall provide Grantee a reasonable extension of the thirty (30) Day right to cure period described in Section 13.1.1 if Grantee has commenced work on curing the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided that any such cure is completed within one hundred and twenty (120) Days from the written notice of default.

13.1.3 If liquidated damages are assessed by the City, Grantee shall pay any liquidated damages within forty-five (45) Days after they are assessed. Liquidated damages may be assessed for no more than seventy-five (75) Days for any individual incident.

13.1.4 In the event Grantee fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date the City notifies Grantee that there has been a violation.

13.2 Recovery of Amounts. The recovery of amounts under Section 9.4 and 13.1.1 shall not be construed as a limit on the liability of Grantee under the Franchise or an excuse of unfaithful performance of any obligation of Grantee. Similarly, the imposition of liquidated damages is not intended to be punitive, but rather, for City cost recovery purposes.

**SECTION 14. Termination of Franchise**

- 14.1 Revocation. This Franchise may be revoked and all rights and privileges rescinded if:
- 14.1.1 There is an uncured violation of any material obligation under this Franchise;
  - 14.1.2 Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;
  - 14.1.3 Grantee makes a material misrepresentation of fact in the negotiation of this Franchise;
  - 14.1.4 There is a foreclosure or involuntary sale of the Cable System;
  - 14.1.5 Grantee willfully fails to provide services as specified in this Franchise;
  - 14.1.6 Grantee becomes insolvent or if there is an assignment for the benefit of Grantee's creditors; or
  - 14.1.7 There is a pattern or practice of material violation of any requirement of this Franchise.
- 14.2 Grantee Without Fault. Notwithstanding Section 14.1, none of the foregoing shall constitute a material violation or breach if Grantee is without fault or if the violation or breach occurs as a result of circumstances beyond Grantee's reasonable Control. Grantee shall bear the burden of proof in establishing the existence of such circumstances.
- 14.3 Revocation Notice. Should the City seek to revoke this Franchise after following the procedures set forth in this Section 14, the City shall give written notice to Grantee of such intent to revoke this Franchise. This notice of intent to revoke ("Revocation Notice") is in addition to the Noncompliance Notice pursuant to Section 12.1. The Revocation Notice shall set forth the specific nature of the noncompliance. Grantee shall have thirty (30) Days from receipt of such Revocation Notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from Grantee, it may then seek revocation of the Franchise at a hearing in front of the City's Hearing Examiner (the "Revocation Hearing"). The City shall cause to be served upon Grantee at least thirty (30) Days prior to the Revocation Hearing a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- 14.4 Revocation Hearing. At the Revocation Hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the testimony of Persons as permitted by law, and to question and/or cross examine witnesses. The Revocation Hearing shall be on the record and a written transcript shall be made available to Grantee within ten (10) business days.

- 14.5 Findings and Conclusions. Following the Revocation Hearing, the Hearing Examiner shall be provided up to thirty (30) Days to submit its proposed findings and conclusions in writing to the City Council and Grantee and thereafter the City Council shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event or default has been cured or will be cured by Grantee. The City Council shall also determine whether to revoke the Franchise based on the information presented or, where applicable, grant additional time to Grantee to effect any cure. If the City Council determines that the Franchise shall be revoked, the City Council shall promptly provide Grantee with a written decision setting forth its reasoning. Grantee may appeal such determination of the City Council to an appropriate court, which shall have the power to review the decision of the City “de novo”. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within thirty (30) Days of Grantee’s receipt of the determination of the City.
- 14.6 Enforcement in Lieu of Revocation. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce the City’s rights under the Franchise in lieu of revocation of the Franchise.
- 14.7 Technical Violation. The City agrees that it is not its intention to subject Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called “technical” breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:
- 14.7.1 Instances or matters where a violation or a breach of the Franchise by Grantee was good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or on the City; or
- 14.7.2 Where there existed circumstances reasonably beyond the Control of Grantee and which precipitated a violation by Grantee of the Franchise, or which were deemed to have prevented Grantee from complying with a term or condition of the Franchise.

### **SECTION 15. Miscellaneous Provisions**

- 15.1 Authority and Changes in the Law. The City shall be vested with the power and right to administer and enforce the requirements of this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that power and right, or any part thereof, to the extent permitted under law, to any agent in the sole discretion of the City. Grantee and the City shall be entitled to all rights and be bound by all changes in local, State and federal law that occur subsequent to the Effective Date of this Franchise. Grantee and the City acknowledge that their rights and obligations under this Franchise are explicitly subject to all such changes.
- 15.2 Actions of Parties. In any action by the City or Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

- 15.3 Amendments. Amendments to this Franchise shall be mutually agreed upon, in writing by the parties.
- 15.4 Attorneys' Fees. If any action or suit arises in connection with this Franchise (excluding Franchise renewal proceedings), attorneys' fees, costs and expenses in connection therewith shall be paid in accordance with the determination by the court.
- 15.5 Binding Acceptance. This Franchise shall bind and benefit the parties hereto and their respective successors and assigns.
- 15.6 Captions. The captions and headings of Sections throughout this Franchise are intended solely to facilitate reading and reference to the sections and provisions of this Franchise. Such captions shall not affect the meaning or interpretation of this Franchise.
- 15.7 Costs to be Borne by Grantee. Grantee shall pay all costs of publication of this Franchise and any and all notices prior to any public meeting or hearing in connection with this Franchise.
- 15.8 Cumulative Rights. Subject to applicable law, all rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.
- 15.9 Entire Franchise. This Franchise, including the Attachments, embodies the entire understanding and agreement of the City and Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral.
- 15.10 Force Majeure. Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, pandemic, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond Grantee's ability to anticipate or Control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which Grantee's cable or equipment is

attached, as well as unavailability of materials or qualified labor to perform the work necessary.

- 15.11 Governing Law. This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington as amended, federal law including the Cable Act as amended, any applicable rules, regulations and orders of the FCC as amended and applicable local laws now existing or hereafter amended or adopted.
- 15.12 Equal Employment Opportunity. Grantee shall comply with all applicable federal and State laws affording nondiscrimination in employment to all individuals regardless of their race, color, religion, age, sex, national origin, sexual orientation or physical disability.
- 15.13 Modification. No provision of this Franchise shall be amended or otherwise modified, in whole or in part, except by an instrument in writing, duly executed by the City and Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution, ordinance or order by the City, as required by applicable law.
- 15.14 No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner that would indicate any such relationship with the other.
- 15.15 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class, registered or certified mail, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:
- To the City:  
City of Shoreline  
Attn: City Manager  
17500 Midvale Avenue N  
Shoreline, WA 98133
- To the Grantee:  
Comcast Cable Communications Management, LLC  
15815 25<sup>th</sup> Ave. W.  
Lynnwood, WA 98087  
Attn: Government Affairs Dept.
- 15.16 No Third-Party Beneficiaries. Nothing in this Franchise is or was intended to confer third-party beneficiary status on any Person or any member of the public to enforce the terms of this Franchise.
- 15.17 Reservation of Rights. Nothing in this Franchise shall be construed as a waiver of any rights, substantive or procedural, Grantee or City may have under Federal or State law unless such waiver is expressly stated herein.

- 15.18 Preemption. In the event that federal or State law preempts a provision or limits the enforceability of a provision of this Franchise, the provision shall be read to be preempted to the extent required by law. In the event such federal or State law is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no reinstated under the law, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City or Grantee.
- 15.19 Recitals. The recitals set forth in this Franchise are incorporated into the body of this Franchise as if they had been originally set forth herein.
- 15.20 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.
- 15.21 Venue. The venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or the King County Superior Court.
- 15.22 Waiver. The failure of either party at any time to require performance by the other of any provision hereof shall in no way be a waiver thereof unless specifically waived in writing. Nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.
- 15.23 Independent Review. The City and Grantee each acknowledge that they have had opportunity to receive independent legal advice in entering into this Franchise and that both the City and Grantee understand and fully agree to each and every provision of this Franchise.

**PASSED BY THE CITY COUNCIL ON OCTOBER 5, 2020.**

\_\_\_\_\_  
Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jessica Simulcik Smith  
City Clerk

\_\_\_\_\_  
Margaret King  
City Attorney

Date of Publication: , 2020  
Effective Date: , 2020

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Discussion of Resolution No. 463 - Amending the Employee Handbook
<b>DEPARTMENT:</b>	Human Resources
<b>PRESENTED BY:</b>	Don Moritz, Human Resources Director
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The Employee Handbook (“Handbook”) contains the City’s personnel policies and practices. It was first adopted in 1996 by Council Resolution No. 104 and is periodically updated as laws or policies change. In 2017, the handbook received a comprehensive review and update. Since then, specific policies have been incorporated into the Handbook through additional updates.

Proposed Resolution No. 463 (Attachment A) brings forward recommended updates to the Employee Handbook that include the following items:

- “housekeeping” changes to language, formatting and structure, including amendments throughout the Handbook to make the language gender neutral;
- clarifications of existing policies to make them more easily understandable to employees and to ensure their consistent application;
- the addition of the Washington State Paid Family and Medical Leave as a policy, which is required by RCW Title 50A; and
- a revision to the City’s Paid Supplemental Leave Benefit to make it supportive of the new Washington State Paid Family and Medical Leave provisions and to reduce its overlap of and duplicative coverage with the State’s plan.

Because of the numerous housekeeping, clarifications, and revisions, a summary of changes is provided as Attachment B for Council’s review. Tonight, Council is scheduled to discuss proposed Resolution No. 463. This proposed Resolution is currently scheduled to be brought back to Council for potential adoption on October 12, 2020.

**FINANCIAL IMPACT:**

While there are no direct financial impacts to making the amendments to the City’s Employee Handbook, anticipated cost savings of \$10,000 to \$50,000 annually are expected to be achieved due to the modification of the City’s Supplemental Paid Family Leave policy as outlined in these Employee Handbook amendments.

## **RECOMMENDATION**

No action is required as this item is for discussion purposes only. However, when this item is brought back for Council action on October 12, 2020, staff recommends that Council adopt Resolution No. 463 to update the Employee Handbook.

Approved By:           City Manager ***DT***   City Attorney ***MK***



## **BACKGROUND**

The Employee Handbook (“Handbook”) contains the City’s personnel policies and practices. It was first adopted in 1996 by Council Resolution No. 104 and is periodically updated as laws or policies change. In 2017, the handbook received a comprehensive review and update. Since then, specific policies have been incorporated into the Handbook through additional updates. The Handbook was most recently updated earlier this year in July 2020.

Proposed Resolution No. 463 (Attachment A) brings forwards recommended updates to the Employee Handbook that include the following items:

- “housekeeping” changes to language, formatting and structure, including amendments throughout the Handbook to make the language gender neutral;
- clarifications of existing policies to make them more easily understandable to employees and to ensure their consistent application;
- the addition of the Washington State Paid Family and Medical Leave as a policy, which is required by RCW Title 50A; and
- a revision to the City’s Paid Supplemental Leave Benefit to make it supportive of the new Washington State Paid Family and Medical Leave provisions and to reduce its overlap of and duplicative coverage with the State’s plan.

Because of the numerous housekeeping, clarifications, and revisions, a summary of changes is provided as Attachment B for Council’s review. Tonight, Council is scheduled to discuss proposed Resolution No. 463. This proposed Resolution is currently scheduled to be brought back to Council for potential adoption on October 12, 2020.

## **DISCUSSION**

The following sections of the Employee Handbook are being proposed for substantive amendments:

### **III. Definitions**

Multiple definitions have been added to the Handbook and other definitions have been amended for clarity. The majority of the added definitions relate to the new Washington State Paid Family and Medical Leave Benefit Section.

### **IV. Employment Policies: Section F. Employee Orientation**

This section has been modified to note that employees who have been demoted into a lower classification will serve a three-month probationary period if they have never worked in that classification previously.

### **V. General Working Conditions and Personnel Administration: Section J. Classification and Compensation Plan**

This section has been modified to note that an employee who is reclassified is considered to have met the requirements of an orientation period.

V. General Working Conditions and Personnel Administration: Section N. Reasonable Accommodation

This section adds Religious Accommodation to the Reasonable Accommodation section of the Handbook.

VI. Benefits: Section I. Sick Leave – Extra Help Employees

This section adds additional policy clarification regarding the reasons for which Extra Help (temporary) employees may use sick leave, as per RCW 49.46 - Washington State Paid Sick leave provisions.

VI. Benefits: Section K. Washington State Paid Family and Medical Leave (PFML)

This section adds the new Washington State Paid Family and Medical Leave as a policy, as per RCW Title 50A.

VI. Benefits: Section L. Leave under Family and Medical Leave Act (FMLA) 12. Couples Employed by the City

This section has been modified to allow a married couple, who are both employed with the City, to each take 12 weeks of leave independent of each other for the birth, placement, adoption, or bonding with a new child.

VI. Benefits: Section M. Supplemental Paid Family & Medical Leave (SPFML)

This section modifies the City's existing Paid Supplemental Leave to make it run concurrent with the Washington State Paid Family and Medical Leave as a supplement to the benefits the employee receives from the State. This change eliminates the duplication of coverage and will fill the gap between the State benefit payment, which is capped at \$1000 per week, and the employee's full paycheck.

This policy change was discussed with the Council on July 20, 2020. Following this discussion, Council directed staff to incorporate this change into the Benefit Section of the Employee Handbook. The changes incorporated into proposed Resolution No. 463 carry out this direction. The staff report for the July 20, 2020 Council discussion on the PFML and SPFML can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport072020-8e.pdf>.

**FINANCIAL IMPACT**

While there are no direct financial impacts to making the amendments to the City's Employee Handbook, anticipated cost savings of \$10,000 to \$50,000 annually are expected to be achieved due to the modification of the City's Supplemental Paid Family Leave policy as outlined in these Employee Handbook amendments.

**RECOMMENDATION**

No action is required as this item is for discussion purposes only. However, when this item is brought back for Council action on October 12, 2020, staff recommends that Council adopt Resolution No. 463 to update the Employee Handbook.

## **ATTACHMENTS**

Attachment A: Proposed Resolution No. 463

Exhibit A: Proposed Amendments to the Employee Handbook

Attachment B: Summary of Employee Handbook Amendments

**RESOLUTION NO. 463**

**A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON, ADOPTING REVISIONS TO PERSONNEL POLICIES IN THE EMPLOYEE HANDBOOK TO PROVIDE IMPROVED READABILITY AND COMPREHENSION; TO PROVIDE FOR CLARIFICATION AND REVISION OF EXISTING POLICIES; TO INCORPORATE CERTAIN INTERNAL PRACTICES; AND TO INCORPORATE REQUIREMENTS IN RELATION TO LEAVE AS A RESULT OF STATE AND FEDERAL LEGISLATION AND RULES IN RELATION TO COVID-19**

WHEREAS, the City Council has provided for benefits and working conditions in the Employee Handbook which sets forth the City's personnel policies; and

WHEREAS, since its original adoption, the Employee Handbook has been updated from time to time to reflect legislative amendments and other policy updates, with the last update occurring in July 2020; and

WHEREAS, the Human Resource Department reviewed the Employee Handbook and identified certain housekeeping amendments to reflect current practices and/or provide clarity as well as to improve readability, comprehension, and gender neutrality; and

WHEREAS, amendments to Washington's Family and Medical Leave law, Title 50A RCW, and the Federal Family Medical Leave Act, 29 USC Section 2601, et seq., including amendments related to COVID-19, have occurred requiring updates to policies in the Employee Handbook; and

WHEREAS, on September 28, 2020, the City Council discussed the proposed revisions to the Employee Handbook and have given full consideration to the proposed revisions;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Employee Handbook Revision.** The Employee Handbook is revised as set forth in Exhibit A.

**Section 2. Corrections by City Clerk.** Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this resolution, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or resolution numbering and section/subsection numbering and references.

**Section 3. Severability.** Should any section, subsection, paragraph, sentence, clause, or phrase of this resolution or its application to any person or situation be found unconstitutional or invalid for any reason by any court of competent, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any person or situation.

**Section 4. Effective Date.** This Resolution shall take effect and be in full force immediately upon passage by the City Council.

**ADOPTED BY THE CITY COUNCIL ON OCTOBER 12, 2020.**

\_\_\_\_\_  
Will Hall, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Simulcik Smith, City Clerk



# EMPLOYEE HANDBOOK

Last updated: 07/13/2009/28/20  
Council Resolution No.462463

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## I. INTRODUCTION

The Handbook is prepared so that employees will better understand how the City operates and what is expected of employees. It is a summary of the City's personnel policies and practices, and is intended as a general guide to how the organization functions. We want to create a work environment that allows individuals to maximize their contribution to the organization and results in personal satisfaction. We believe that when consistent personnel policies are known and communicated to all, the chances are increased for greater job satisfaction.

While the City hopes that the employment relationship will be positive, things do not always work out as planned. Either party may decide to terminate the employment relationship. No supervisor, manager or representative of the City, other than the City Manager, has the authority to enter into any agreement with ~~you~~ an individual for employment for any specified period or to make any promises or commitments contrary to the contents of this handbook. This handbook is not intended as a contract, express or implied, or as a guarantee of employment for any specific duration. As the need arises, the City may from time to time modify these policies. The City also reserves the right, at its sole discretion, to depart from the guidelines outlined in this handbook, in order to meet the business needs of the City. ~~If you have~~ an employee of the City has any questions about any of ~~our~~ the City's policies, ~~please ask your~~ they should direct those questions to their supervisor or the Human Resources Department.

~~We wish you success in your position and hope that your employment relationship with the City will be a personally rewarding experience.~~

## II. APPLICABILITY AND AUTHORITY

### A. Applicability

This Handbook is applicable to all employees except the City Manager who serves at the discretion of the City Council and except where specifically stated otherwise.

### B. At-Will

At-will positions include specific senior management positions designated by the City Manager; temporary, extra help and limited term positions; and regular employees who have not yet completed the orientation period. No provisions of this Handbook shall change at-will status.

### C. Local, State or, Federal Law or Collective Bargaining Agreement

In cases where these policies ~~are in conflict with~~ local, state ~~or,~~ federal law, or a collective bargaining agreement, the provisions of local, state ~~or,~~ federal law, or a collective bargaining agreement will govern. If any provision of these policies or their application to any person or circumstance is held invalid, the remainder of the policies will not be affected.

### D. Authority

Authority to take personnel actions is vested in the City Manager. This authority shall include but not be limited to hiring, promoting, demoting, evaluating, reclassifying and terminating employees. Authority for personnel actions is frequently delegated to Department Directors and immediate supervisors; however, ~~coordination of~~ all such actions must be coordinated through Human Resources ~~is required~~.

### III. DEFINITIONS

**A. Accrued Leave**

Leave accruals earned but not yet taken including: sick leave, vacation leave, comp time, management leave, or personal days.

**B. Alternative Work Schedule**

A work schedule which is different from the standard 8:00 a.m. – 5:00 p.m. Monday to Friday schedule.

**A.C. Anniversary Date**

The date used for the purpose of calculating leave benefits and length of service. Usually the anniversary date is the date the employee began work for the City, but adjustments to the anniversary date shall be made proportionate to any unpaid time off.

**B.D. Base Pay Rate**

Pay for scheduled hours of work at 1.0 (one) times the hourly rate of pay.

**C.E. Break in Service**

The period of ~~time~~ service employment with the City between the date an employee separates from and the date the employee is rehired.

**D.F. Callback**

All time worked in excess of a scheduled shift, which is not an extension of that shift, and is unanticipated, unforeseen, and not a regular function of the employee's work schedule.

**E.G. City**

The City of Shoreline, Washington.

**F.H. City Manager**

The individual appointed by the City Council to serve in this capacity or ~~his or her~~ their designee.

**G.I. Core Hours**

Those hours during which City offices are open to the public and during which staffing is available to provide service to our customers. Core hours for the City are 8:00 a.m. to 5:00 p.m. Monday through Friday. Individual departments may established different core hours for purposes of performing their operations with City Manager approval.

**H.J. Demotion**

Any case where a regular employee moves ~~on a non-temporary basis to a different~~ an ongoing regular position in a classification in a lower salary range ~~with the exception of, except for~~ such movement resulting from a compensation study or salary survey.

**I.K. De Facto Parent**

A person who has had their parental rights and responsibilities determined by a court as to a child for whom they are not the legal parent, whether biological, adoptive or otherwise.

**J.L. Department Director**

An individual appointed by the City Manager to serve as Assistant City Manager, Administrative Services Director, City Attorney, Human Resources and Organizational Development Director, Parks, Recreation and Cultural Services Director, Planning and Community Development Director, or Public Works Director, or designee.

**K.M. Domestic Partner**

The individual named in a current, valid Affidavit of Marriage/Domestic Partnership on file with the City's Human Resources Department. The Partnership may be of the same or opposite sex. ~~The Partnership~~ and must satisfy the following criteria:

- Partners shall not be part of another Domestic Partnership or marriage;
- Partners shall be mentally competent, 18 years of age or older, not related by blood closer than permitted for marriage under RCW 26.04.020.1a and .2.
- Partners share a regular and permanent residence and living expenses.

**L.N. Drugs**

Includes any substance which is controlled in its distribution by federal or state law, including but not limited to, narcotics, depressants, stimulants, hallucinogens, cocaine and cannabis. This does not include prescription and over-the-counter medication used according to prescription or consistent with standard dosage.

**M.O. Employment Status Definitions**

**1. Regular Full Time**

A regular position established by the City budget that is expected to be ongoing and to work a 40-hour week.

**2. Regular Part Time**

A regular position established by the City budget that is expected to be ongoing and to work at least 20 but less than 40 hours per week.

**3. Limited Term**

A position that has a specific end date, works 20 or more hours a week and is not Extra Help. The maximum term is limited to three years.

**4. Extra Help**

A position that is employed in activities related to seasonal programs, variable intermittent workloads, short duration, or ongoing work of less than 20 hours a week, further defined below.

**a) Seasonal**

Work that is seasonal beginning approximately the same season of each calendar year, customarily less than six months in duration.

Maximum Hours:

- 1,040 hours a year with no limit on weekly hours if all work is seasonal.
- If some of the work is not seasonal then all hours worked count toward a maximum average of 29 per week in the first 3 months of employment and during 12 months of employment.

Break in Service Requirement before Rehire:

- 13 weeks, or



- Longer than the employee was employed, or
- With approval from Human Resources based on an evaluation of employment status including measurement period implications.

**b) Variable-hour**

Work that is not seasonal but is intermittent and/or hours that are unpredictable from week to week.

Maximum Hours:

- 1,040 a year and
- an average of 29 per week during the first 3 months of employment and during 12 months of employment.

Break in Service Requirement before Rehire:

- 13 weeks, or
- Longer than the employee was employed, or
- With approval from Human Resources based on an evaluation of employment status including measurement period implications.

**c) Less than 20 Ongoing**

Work that is ongoing and consistent with few hours but regularly scheduled each week.

Maximum Hours:

- 1,040 a year and
- an average of less than 20 per week during the first 3 months of employment and during 12 months of employment.

Break in Service Requirement before Rehire:

- 13 weeks, or
- Longer than the employee was employed, or
- With approval from Human Resources based on an evaluation of employment status including measurement period implications.

**P. ESD**

Washington State Employment Security Department

**N-Q. Exempt Employee**

An employee exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) as defined by that Act or applicable state law and designated as such by the City Manager. Exempt positions are so indicated on the salary table adopted by the City Council- and often referred to as salaried employees.

**O-R. Fit for Duty**

Physically and mentally capable of safely performing the essential functions of the job.

**P.S. Flex-Time Schedule**

A work schedule that permits flexible starting and quitting times or other alternative work schedules within limits set by the respective Department Director.

**T. FMLA**

The Federal Family and Medical Leave Act, 29 U.S.C. 2601 et seq., as amended from time to time, or federal regulations or guidance issued under the FMLA.

**U. FMLA Covered Family Member**

An employee may use FMLA to care for the following family members: employee's child, parent, or spouse. An employee may also use FMLA to care for next of kin who has a serious health condition as a result of military service.

**Q.V. Furlough**

A temporary reduction of work hours due to a lack of work, shortage of funding, or for other business reasons.

**R.W. Immediate Family**

Unless defined otherwise in these policies, immediate family is:

- A spouse or domestic partner.
- A child, parent or sibling of the employee, employee's spouse or domestic partner.
  - Child includes adopted, biological, foster, grand, step, child of a legal guardian or a person standing in loco parentis or a de facto parent; regardless of age or dependency status.
  - Parent includes adoptive, biological, foster, grand, step and a person who was a legal guardian or stood in loco parentis or was a de facto parent.
  - Sibling includes adopted, biological, foster, or step.

In appropriate circumstances, an employee may believe that another individual should be considered a member of the immediate family for the purpose of applying these policies. The employee shall make a written request explaining to Human Resources why the employee believes that this individual should be considered a member of the immediate family. If Human Resources concurs, they shall forward a recommendation to the City Manager for approval. The City Manager shall decide to approve or deny the request. (If the definition of immediate family is different in certain approved benefit plans or policies, the provisions of those plans or policies will govern.)

**S.X. Insubordination**

Expressed hostility or contempt for an employee's supervisor or willful disregard of a supervisor's reasonable directive.

**T.Y. Intern**

A position that is a form of on-the-job training that may be either voluntary or on paid status.

**U.Z. In Loco Parentis**

A person who acts in the place of a parent with legal responsibility to take on some of the functions and responsibilities of a parent.

**V.AA. Non-Exempt Employee**

An employee covered by the minimum wage and overtime provisions of the Fair Labor Standards Act., often referred to an hourly employee.

**V. Normal Pay**

Pay for scheduled hours of work at 1.0 (one) times the hourly rate of pay.

**BB. PFML**

Paid Washington State's Paid Family and Medical Leave Program, Title 50A RCW, enacted by and administered through the State of Washington as amended from time to time, or state regulations or guidance issued under the PFML.

**CC. PFML Benefit Payment**

Weekly wage replacement benefit paid an employee who is enrolled in and receiving leave benefits through the State of Washington Paid Family and Medical Leave (PFML).

**DD. PFML Covered Family Member**

An employee may utilize Paid Family and Medical Leave to care for the following family members: employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, sons and daughters-in-law, and the employee's spouse or domestic partner.

**EE. PFML Qualifying Period**

A qualifying period is the first four of the last five completed calendar quarters or, if that does not get the employee to the required 820 hours, the last four completed calendar quarters immediately preceding the application for leave.

**W.FF. Promotion**

Any case where a regular employee moves ~~on a non-temporary basis~~ to a different ~~position classification on an ongoing basis~~ in a higher salary range, with the exception of such movement resulting from a compensation study or salary survey.

**X.GG. Separation from Service**

Any case where employment ends through death, retirement, resignation, layoff or ~~otherwise~~ other reason that results in a termination of employment.

**Y.HH. Standby**

Specific assignment of an employee during off-hours to be available to come to work if needed. Standby is not considered as time worked.

**Z.II. Step Increase Date**

The date that is used for the purpose of ~~annual performance review and step increase~~. Usually the step increase date is the date the employee began work in ~~his or her~~ their current position, but adjustments shall be made proportionate to any unpaid time off.

**JJ. Supplemental Benefit**

The use of accrued leave or Supplemental Paid Medical and Family Leave to cover the difference (gap) between the partial wage replacement payment provided through Washington State Paid Family and Medical Leave and an employee's regular full pay check.

**AA-KK. Time in Paid Status**

The period of hours during a pay cycle for which an employee receives compensation including hours worked, vacation, sick, holiday, management, personal or other paid leaves.

**BB-LL. Transfer**

Any case where a regular employee moves ~~on a non-temporary basis to a different position~~ classification on an ongoing basis in the same salary range as the classification they are moving from.

**MM. Waiting Period**

The time period between when one is approved for Paid Family and Medical Leave benefits and when one receives their first wage replacement check.

**CC-NN. Work Location**

Work locations are the places employees work. The locations include city-owned buildings, adjacent structures and parking lots, and grounds. Current work locations include:

City Hall: 17500 Midvale Avenue North

Hamlin Park Maintenance Yard: 16006 15<sup>th</sup> Avenue N.E.

North Maintenance Facility: 19547 25<sup>th</sup> Avenue NE

Richmond Highlands Recreation Center: 16544 Fremont Avenue N

Shoreline Pool: 19030 1<sup>st</sup> Avenue N.E.

Spartan Recreation Center: 202 NE 185<sup>th</sup> Street

**DD-OO. Work Week**

A fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods. The standard workweek for employees consists of the period from 12:01 a.m. Sunday to 12:00 midnight the following Saturday. Other regular work weeks may be established, but where a different ~~workweek~~ work week is required, the City Manager will define an appropriate ~~workweek~~ work week and communicate that to the employees.

**EE-PP. Y-Rating**

The continuation of a regular employee's salary above the highest step of a new salary range when a classification is reassigned to a lower salary range as a result of the salary range for the position being lowered due to a market survey or other factors.

**IV. EMPLOYMENT POLICIES**

**A. Recruitment and Selection**

**1. External and Internal Recruitment**

Job Posting and Application: Open positions will be posted on the City's web page with links to the application process. The opening will be posted for a minimum of five working days. To ensure internal employees are aware of an open position, Human Resources will announce openings through email.

Selecting Candidates for an Interview: The hiring manager will review the applications and identify candidates that will proceed to an interview. Additionally, all regular employees who applied will be granted an interview ~~provided~~if they possess the experience ~~and~~, training, ~~and other~~and other qualifications listed in the job ~~description for the position~~announcement.

Selecting the Best Candidate: The City's policy is to hire the best candidate for any job vacancy. The best candidate is an applicant who meets the ~~minimum~~ qualifications for the position and has the strongest match between their knowledge, skills and abilities and the work responsibilities of a position. The best candidate will be determined based upon a review of application materials, the results of tests and/or background checks required by positions, an evaluation of responses to interview questions, and favorable references.

## **2. Internal Recruitment Only**

The Department Director, after consultation with the Director of Human Resources, will determine if an opening will be available internally only. All employees who are currently working for the City would be considered internal applicants.

Job Posting and Application: Human Resources will announce openings through email, directing interested employees to apply through the City's web page with links to the application process. The opening will be posted for a minimum of five working days; ~~any employee may apply.~~

Selecting Candidates for an Interview: The hiring manager will review the applications and identify candidates that will proceed to an interview. All regular employees who applied will be granted an interview ~~provided~~if they possess the experience ~~and~~, training ~~and other~~and other qualifications listed in the job ~~description for the position~~announcement.

Selecting the Best Candidate: The City's policy is to hire the best candidate for any job vacancy. The best candidate is an applicant who meets the minimum qualifications for the position and has the strongest match between their knowledge, skills and abilities and the work responsibilities of a position. The best candidate will be determined based upon a review of application materials, the results of tests and/or background checks required by positions, an evaluation of responses to interview questions, and favorable references.

If there is not an internal candidate who has a strong match between their knowledge, skills and abilities and the work responsibilities of the position; ~~the~~the position may be re-posted and made available to external applicants.

## **B. Reference Checking**

All requests for information regarding past or present employees shall be directed to the Human Resources Department. Human Resources will then release information stating job title, length of service and eligibility for rehire. If the

employee has signed a statement releasing the City from liability, additional information may be given.

**C. Subpoenas and Depositions**

Sometimes an employee may receive a notice that they are being subpoenaed regarding City business, such as being required to give a deposition. If an employee receives such a notice directly, the employee is to immediately notify the City Attorney's office. The City Attorney's office will assist the employee in preparing for the deposition and will accompany the employee to the deposition, providing the appropriate support for the employee during the deposition as provided by court rule and law.

**D. Prohibited Political Activities – Code of Ethics, Appendix A**

While all employees have the right to participate in political or partisan activities of their choosing, employees are stewards of the public's trust in matters of City government. Political activity may not adversely affect the responsibilities of employees in their official duties. Because of the sensitive nature of the services in which the City is engaged, the following activities are prohibited:

**1. Use of City Resources, Property, Authority and Influence**

Employees may not campaign on City time or in City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities. Employees may not use City authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office.

**2. Coercion**

Employees may not directly or indirectly coerce, attempt to coerce, or command a state or local officer or employee to pay, lend, or contribute anything of value to any party, committee, organization, agency, or person for political purposes.

**3. Elected Office, Commission or Board Service**

Employees may not serve as an elected official of the City, a member of a City commission, or a member of a City board while an employee of the City.

Employees that serve as an elected or appointed official for another governmental entity must comply with the provisions and restrictions of this subsection D.

**4. Conflict of Interest**

If there is a conflict of interest between an employee's elected position outside of the City and their position with the City, the employee must resign from one of the positions.

Violation of any part of this policy may be grounds for disciplinary action, up to and including termination.

**E. Prohibited Personal Gain - Code of Ethics, Appendix A**

The following standards are established for all City employees for conducting business within the guidelines of the Code of Ethics and providing friendly and

courteous service to the public. The Code of Ethics is located in Appendix A of this manual.

Employees are prohibited from:

1. Receiving proceeds or having any financial interest in any sale to the City of any service or property when such proceeds or financial interest was received with the prior knowledge that the City intended to purchase such property or obtain such service.
2. Soliciting or accepting anything of economic value as a gift, gratuity, or favor from any person, firm or corporation involved in a contract or transaction which is or may be the subject of official action of the City; provided, that the such prohibitions shall not apply to:
  - a. Attendance at a hosted meal when it is provided in conjunction with a meeting directly related to the conduct of City business or where attendance is appropriate as a staff representative.
  - b. An award publicly presented in recognition of public service.
  - c. Attendance at a hosted meal where general information is being presented, but where no active consideration of a contract is being discussed.
  - d. Advertising items of no material value which are widely distributed to others under essentially the same business relationship with the donor or any other gift that is deemed by the City Manager to be of insignificant value such that it does not present a conflict of interest.
3. Disclosing confidential information (except as provided for under public disclosure regulations), participating in the making of a contract, accepting private employment, or providing private services that would be in conflict or incompatible with the performance of official duties as a City employee.

Violation of this policy may be grounds for disciplinary action, up to and including termination.

#### **F. Employee Orientation**

Upon hire or appointment, the Department Director, or their designee and Human Resources shall be responsible for the orientation of each the new employee. Orientation may include explanation of the organization and services of the City, work and safety rules, personnel manual and procedures, departmental rules and procedures, completion of payroll forms and introduction to other City personnel.

##### **1. Orientation Period for Initial Hire**

Upon hire to a regular position, each employee will be at-will while serving in a six-month orientation period. Upon the recommendation of the Department Director and the Human Resources Director, the orientation period may be extended up to an additional 6 months at the discretion of the City Manager.

The orientation period is part of the selection process and affords the employee and the City an opportunity to evaluate whether the match between the job and the employee is appropriate.

An employee may be discharged without cause or notice prior to the completion of the orientation period. Successful completion of the orientation period means a regular employee is no longer at-will; however, this should not be construed as creating a contract or as guaranteeing employment for any specific duration.

This section shall not apply to specified senior management positions-at-will, temporary, extra help, and limited term positions.

**2. Orientation Period for Promoted, Demoted or Transferred Employees**

A promoted-~~or~~, transferred or demoted employee shall serve a 3-month orientation period in the new position-~~, if they have never worked in nor served an orientation period in the classification previously.~~ Upon the recommendation of the Department Director and the Human Resources Director, the orientation period may be extended up to an additional 3 months at the discretion of the City Manager.

The promoted-~~or~~, transferred, or demoted employee may be removed from the new position at any time prior to the completion of the orientation period by the Department Director giving written notice of failure to complete the orientation period. The Department Director shall consult with Human Resources before making the decision to remove an employee.

If involuntarily removed from their current position, the employee may return to the position from which ~~he or she~~they were promoted or transferred by ~~providing from~~, provided that the position is vacant and the employee has provided a written notice request to the Department Director for the former position. This ~~notice request~~ notice request must be provided within 5 days of the notice of failure to complete the orientation period.

During the orientation period, the promoted or transferred employee may request to voluntarily return to the former position by making a written request to the Department Director for the former position. If the position has not yet been ~~offered to a new employee~~filled, the Department Director, after consulting with Human Resources and any other affected department, may approve the return.

~~This section shall not apply to at will positions.~~

**G. Equal Employment Opportunity**

It is the intent of the City to provide equal employment opportunity for all employees and applicants for employment without regard to race, color, religion, gender, national origin, marital status, age, sexual orientation or disability (as defined under state and federal law). This policy applies to all terms and conditions of employment, including, but not limited to: hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training. If an employee believes that ~~his or her~~their rights under this provision have been violated, ~~he or she~~they should follow the complaint reporting and resolution process outlined in the Section IV.I, Discrimination Complaint Procedure.



**H. Prohibition of Employee Discrimination and Harassment**

The City expressly prohibits any form of unlawful ~~employee~~discrimination or harassment based on race, color, religion, sex, national origin, marital status, age, sexual identity, sexual orientation or disability (as defined under state and federal law) which includes behavior by co-workers, supervisors, vendors, citizens, or any other individual or group with whom an employee may come in contact in the course of their job duties. Improper interference with the ability of employees to perform their jobs will not be tolerated.

With respect to sexual harassment, the City expressly prohibits the following:

1. Unwelcome sexual advances; requests for sexual favors; and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
  - a) Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
  - b) Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
  - c) Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Offensive comments, jokes, innuendoes, and other sexually oriented statements or displays.

**I. Discrimination or Harassment Complaint Procedure**

Each member of management is responsible for creating and maintaining an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of all co-workers.

If an employee believes ~~he or she has~~they have experienced any job related discrimination or harassment based upon sex, race, color, religion, national origin, marital status, age, sexual orientation or disability, or ~~believes he or she has~~believe they have been treated in an unlawful, discriminatory manner, the employee should promptly:

1. Report the incident to ~~his or her~~their supervisor. The supervisor will immediately report the information to the Department Director who will consult with Human Resources and together they will determine how to investigate the matter and ensure that appropriate action is taken. Human Resources shall also report the information to the City Manager.
  - a) If an employee believes it would be inappropriate to discuss the matter with ~~his or her~~their supervisor, the employee may bypass the supervisor and report the complaint directly to the Department Director or to Human Resources or to the City Manager. The person receiving the report shall consult with other appropriate parties, and together they will determine how to undertake an investigation and ensure appropriate action is taken.
2. The complaint will be kept confidential to the extent possible.

3. If the City determines that an employee is guilty of harassing or discriminating against another employee, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment.
4. The City prohibits any form of retaliation against any employee for filing a good faith complaint under this policy or for assisting in a complaint investigation.
5. Any employee who makes a complaint in bad faith, who provides false information regarding a complaint, or who engages in any form of retaliation, will be subject to disciplinary action, up to and including termination.

**J. Employment of Immediate Family**

1. Members of the immediate family of City elected officials will not be employed by the City in any capacity.
2. Members of the immediate family of employees will not be hired if:
  - a) One individual would have the authority or power to influence decisions, supervise, hire, remove or discipline the other;
  - b) One individual would be responsible for financially auditing the work of the other;
  - c) One individual would handle confidential material that creates improper or inappropriate exposure to that material by the other; or
  - d) The member of the immediate family would be employed in the same department as the employee with the following two exceptions:
    - (1) Extra help employees may be employed in the same department as an immediate family member if no conflict of interest exists, including those outlined above.
    - (2) Spouses may be employed in the same department if no conflict of interest exists, including those outlined above.
3. If two employees marry, enter into a domestic partnership or become related, and in the judgment of the City Manager, the problems noted above exist or could exist, one of the employees will be required to terminate employment unless some step can be taken to eliminate the problem. The decision to define and implement steps to eliminate the problem is at the sole discretion of the City Manager. A decision as to which employee will remain must be made by the two employees within 30 days of the date they marry, enter into a domestic partnership or become related. If the parties do not make a decision within 30 days, the City Manager shall make the determination.

**K. Personnel Files**

Official personnel files are maintained by Human Resources. An employee has the right to inspect ~~his or her~~their personnel file at reasonable times during regular business hours. An employee wishing to see ~~his or her~~their personnel file should contact Human Resources. An employee has the right to have a copy of any information in ~~his or her~~their personnel file.

Personnel files are kept confidential to the maximum extent permitted by law.

**L. Reporting Improper Governmental Action and Protecting Employees Against Retaliation**

1. It is the policy of the City to encourage reporting by City employees of improper governmental action and to protect City employees who have reported improper governmental action in accordance with City policy by providing remedies for retaliation.

**2. Key Definitions:**

a) **Improper Governmental Action** is any action by a City officer or employee that is:

(1) undertaken in the performance of the official's or employee's official duties, whether or not the action is within the scope of the employee's employment; and

(2) in violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial and a specific danger to the public health or safety, or is a gross waste of public funds. "Improper governmental action" does not include personnel actions. In addition, employees are not free to disclose matters that would affect a person's right to legally protected confidential communications.

b) **Retaliatory Action** means (a) any adverse change in a City employee's employment status, or in the terms and conditions of employment including: denial of adequate staff to perform duties, frequent staff changes, frequent and undesirable office changes, refusal to assign meaningful work, unwarranted and unsubstantiated letters of reprimand or unsatisfactory performance evaluations, demotion, transfer, reassignment, reductions in pay, denial of promotion, suspension, dismissal, or any other disciplinary action, not independently justified by factors unrelated to the reporting of improper government action; or (b) hostile actions by another employee that were encouraged by a supervisor or manager.

c) **Emergency** means a circumstance that, if not immediately changed, may cause damage to persons or property.

**3. Reporting Mechanism**

a) An employee who becomes aware of improper governmental action shall report the action to the Department Director. If the employee reasonably believes that the improper governmental action involves the Department Director, then the employee shall report the action to the City Manager. If the employee reasonably believes that the improper governmental action involves the City Manager, then the employee shall report the action to the Mayor. The person receiving the report shall notify the City Attorney. In an emergency, the employee may report the improper governmental action directly to the government agency with responsibility for investigating the improper action.

**4. Investigation**

- a) ~~–~~The person receiving the report shall confer with the City Attorney and they shall agree upon an appropriate method of investigation. The person receiving the report shall ensure that prompt action is taken to properly investigate.

**5. Confidentiality**

- a) ~~–~~The investigation should be conducted as confidentially as possible. Until the investigation is final, the identity of all employees involved shall be kept confidential to the extent permitted by law. At all times, the identity of the reporting employees shall be kept confidential to the extent possible under law, unless the employee authorizes the disclosure of ~~his or her~~their identity in writing.
6. When the investigation is completed, the person receiving the report shall advise all employees involved in the investigation of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.
7. If an employee fails to make a good faith attempt to follow the provided reporting mechanism, the employee shall not be entitled to receive the protection against retaliation provided by this policy. Any false or frivolous claims or reporting will be subject to disciplinary action up to and including termination.

**8. Protection against Retaliatory Actions**

~~–~~ As provided in Washington's Local Government Whistleblower Protection Act, chapter 42.41 RCW, ~~t~~The City is prohibited from taking retaliatory action against an employee because ~~he or she has~~they have in good faith reported an improper government action in accordance with this policy.

- a) An employee who believes ~~he or she has~~they have been retaliated against shall provide written notice of the charge of retaliatory action to the City Manager (or to the City Attorney if the charge is against the City Manager) within 30 days of the alleged retaliatory action. The notice shall specify the alleged retaliatory action and the relief requested.
- b) The City Manager shall have 30 days to respond to the charge.

**9. Appeal to the State**

~~–~~Upon receipt of the City Manager's response, or after the 30~~–~~day response period, the employee may request a hearing before a state administrative law judge for the purpose of establishing that a retaliatory action occurred and to obtain appropriate relief provided by law. The employee must submit the request for a hearing to the City Manager within 15 days of delivery of the City Manager's response, or within 15 days after the response period has expired. Within 5 working days of receipt of a request for hearing, the City shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge (ALJ).

**10. Relief Granted under Chapter 42.41 RCW ~~Under The Act~~**

- a) Reinstatement, with or without pay.

- b) Injunctive relief necessary to return the employee to the position ~~he or she~~they held before the retaliatory action and to prevent the recurrence of retaliation.
- c) Costs and reasonable attorneys' fees.
- d) Penalty assessed against each individual retaliator or up to \$3,000 plus recommendation to City Manager that retaliator be suspended or dismissed.
- e) State law does not provide for general economic damages or damages for emotional distress.

**11. List of Agencies**

The following is a partial list of agencies responsible for enforcing federal, state and local laws and investigating other issues involving improper governmental action. Employees having questions about these agencies or the procedures for reporting improper governmental action are encouraged to contact the following:

<u>City of Shoreline</u>	<u>King County</u>	<u>State of Washington</u>
City Attorney or City Manager Shoreline City Hall 17500 Midvale Ave. N. Shoreline, WA 98133 206-801-2700 Web: <a href="http://www.shorelinewa.gov">www.shorelinewa.gov</a>	Ombudsman or Prosecuting Attorney 516 Third Ave Seattle, WA 98104 206-477-1050 or 206-296-9000 Web: <a href="http://www.kingcounty.gov">www.kingcounty.gov</a> <del>www.kingcounty.gov</del>	Auditor's Office 302 Sid Snyder Avenue SW Olympia, WA 98504-0021 Web: <a href="http://www.sao.wa.gov">www.sao.wa.gov</a>  Human Rights Commission 711 South Capitol Way, St 402 Olympia, WA 98504-2490 Web: <a href="http://www.hum.wa.gov">www.hum.wa.gov</a>  Dept. of Ecology 3190 - 160th SE Bellevue, WA 98008-5852 Web: <a href="http://www.ecy.wa.gov">www.ecy.wa.gov</a>  Dept. of Labor & Industries PO Box 44000 Olympia, WA 98504 Web: <a href="http://www.lni.gov">www.lni.gov</a>

**M. Outside Employment**

1. The City expects that it shall be the primary employer for all regular employees. Therefore, employees shall not engage in employment or render services for pay for any public or private interest (including self-employment) when such activity may:
  - a) Occur during working hours;
  - b) Detract from the efficiency of the employee while performing City duties;
  - c) Constitute a conflict of interest or create an appearance of impropriety as determined by the City Manager;
  - d) Utilize confidential information or contacts made during City employment which would give an unfair insider advantage or would otherwise be an inappropriate use or disclosure of such information or contacts;
  - e) Take preference over extra duty required by City employment;
  - f) Interfere with emergency callout duty;

- g) Tend to impair independence of judgment or action in performance of official duties;
  - h) Involve the use of any City resources such as copiers, telephones, supplies, other equipment, or time; or
  - i) Interfere in any other manner with the employee's provision of quality customer service.
2. In order to protect the interests of both the City and the employee, it is important that an employee and ~~his or her~~their Department Director have an opportunity to discuss any outside employment with the goal of avoiding any possible conflicts between the City and the other employment.
- a) Prior to engaging in any outside employment, an employee shall provide ~~his or her~~their Department Director with written notice of his or her intent to engage in the outside work. If an employee is unsure as to these criteria or the effect of ~~his or her~~their outside employment, ~~he/she/they~~ should consult with ~~his or her~~their Department Director or the Human Resources Director for clarification.
    - (1) After receiving the employee's request, the Department Director shall consult Human Resources and if the request complies with this policy, the Director may approve the outside employment.
    - (2) If the Department Director, in consultation with the Human Resources Director, determines that the outside employment interferes with or reduces the efficiency of City employment, then the Director shall recommend to the City Manager that the request to engage in the employment shall be denied.
  - b) After considering the employee's written request and the recommendation of the Department Director and Human Resources, the City Manager shall make a decision approving or denying the request.
3. Failure to comply with these provisions concerning outside employment may be grounds for disciplinary action, up to and including termination.

## V. GENERAL WORKING CONDITIONS AND PERSONNEL ADMINISTRATION

### A. Working Hours

- 1. The workweek for regular, full-time employees is 40 hours. The daily hours of work shall be set by the Department Director with respect to each department as necessary for the efficient operation of the City. Employees may be requested to work different schedules, including varying shifts, weekends, holidays and overtime to meet the needs of the City or of specific departments. Varying schedules or overtime may also be required in emergency situations as defined by the City Manager.
- 2. Employees may request to work flex time or to job share. Flex time and job share arrangements may not interfere with efficient City operation and must

provide for effective service delivery. Flex time and job share must be approved by the Department Director, after consultation with Human Resources.

**B. Breaks**

**1. Lunch and Rest Breaks**

All employees working an 8-hour day shall be entitled to at least a one half hour unpaid meal period within five hours of the beginning of their shift, and scheduled as close to the midpoint of the day as possible. In addition, employees are entitled to a paid ten-minute rest break for each four hours of working time. Employees who are able to take a break as needed do not have to take a formally scheduled break and it is the employees' responsibility to take these breaks. Breaks shall be arranged so as not to interfere with normal business operations. All lunch and rest breaks should be taken away from the employee's immediate work area. Breaks cannot be combined or saved until the end of the day in order to arrive at work late or to leave work early.

**2. Lactation Breaks**

For one year after her child's birth, nursing employees are allowed to take reasonable breaks to express breast milk whenever the nursing employee feels it is necessary to do so. A private space for this purpose will be established at all City work locations. ~~If you need~~ For more information on the designated lactation space at your work location, an employee should contact a her supervisor or Human Resources.

**C. Overtime**

This section applies to non-exempt employees. Employees will receive compensation for approved time in paid status in excess of 40 hours in a work week. Employees receiving who have been authorized for and who earned overtime will be paid at one and one-half the regular hourly rate of pay. All overtime must be authorized in advance by the supervisor.

**D. Standby**

This section applies to non-exempt employees. A department may assign an employee who may be needed to work during off-hours to be on standby. Standby assignment normally will be rotated among similarly situated employees. An employee placed on standby shall be provided with a cellular phone so that they may be reached to conduct official business. Each employee on standby will receive compensation at the currently established rate for those hours on standby, and this allowance will be suspended when callback commences. Standby is not to be counted as hours worked for purposes of computing overtime or eligibility to receive benefits. Employees on standby must make every attempt to report to work within 60 minutes, but no later than within 90 minutes of notification. If an employee on standby status fails to respond to a call to return to work, the employee may be subject to disciplinary action.

**E. Callback**

This section applies to non-exempt employees. Employees called back to work shall be paid a minimum of three hours at a rate of time and one-half. Hours

worked on callback beyond the three-hour minimum shall be paid at the overtime rate of pay, unless such time is part of the employee's regularly scheduled work shift.

**F. Compensatory Time**

This section applies to non-exempt employees. Limited amounts of compensatory time may be granted. An employee who is in paid status more than 40 hours in a work week may earn compensatory time at one and one-half times the straight time, instead of paid overtime, when requested by the employee and approved by the employee's supervisor. Compensatory time may not accumulate beyond 40 hours, and must be used within six months of award. Compensatory time not used within six months will be paid.

**G. Twelve Hour Shift**

This section applies to non-exempt employees. From time to time the City Manager may determine the need to assign City employees to work 12-hour shifts in order to effectively respond to inclement weather, natural disasters or other similar emergency events. The provisions of this policy apply in the case where the City Manager makes a declaration assigning employees to a "City Manager designated 12-hour shift".

1. Pay to transition assigned employees into the 12-hour shift. When employees are working at the time the City Manager declares a 12-hour shift, night shift employees shall be sent home with pay to rest and prepare for the night shift. This period of pay shall cover the time between the declaration of the 12-hour shift until the end of their regularly scheduled work day. Example: An employee is at work and is scheduled to work until 4:00 p.m.. The employee normally takes a half hour lunch at noon. At 11:00 a.m. the City Manager declares a 12-hour shift. The employee, assigned to the night shift, is sent home at 11:00 a.m. to rest and report to work at 9:00 p.m. for the night shift. The employee receives 4½ hours pay—1 hour from 11:00 a.m. to noon and 3½ hours from 12:30 p.m. – 4:00 p.m.
2. Shift Differential. In recognition of the inconvenience of having to work unusual hours with very little notice and under conditions that are generally difficult due to weather or other uncomfortable conditions, employees assigned to the declared 12-hour shift shall receive an additional \$3 per hour shift differential for all hours worked beyond their normal assigned shift. When an employee is working a 12-hour shift on a day they are not normally scheduled to work, all hours worked shall be considered to be "beyond their normal assigned shift". An example of how the policy would apply: Assume the following facts:
  - Both Employee A and Employee B normally work a schedule of 7:00 a.m. – 4:00 p.m. (with an hour unpaid lunch break).
  - Employee A is assigned to the 9:00 p.m. – 9:00 a.m. night shift. For each full night shift worked, Employee A will receive 10 hours of shift differential pay from 9:00 p.m. until 7:00 a.m. to compensate for hours that Employee A does not normally work. This same amount of



differential pay will apply regardless of which day of the week the work is being performed.

- Employee B is assigned to the 9:00 ~~am~~.m. – 9:00 ~~pm~~.m. day shift. For each full day shift worked, Employee B will receive 5 hours of shift differential pay from 4:00 ~~pm~~.m. until 9:00 ~~pm~~.m. to compensate for hours that Employee B does not normally work. This same amount of differential pay will apply regardless of which day of the week the work is being performed.
3. Pay for meal breaks. During the declared 12-hour shifts, employees shall be paid for required meal breaks.
  4. Premium Pay for work on days when the City is closed. In the event that the City Manager closes the City for any period of time during any normal work day during the period of the declared 12-hour shift, any employee assigned to the 12-hour shift who works during the calendar day the City is closed shall receive straight time “comp time” for the time that the City is closed, in addition to their pay for their shift. For the purposes of a full day City closure, the “time closed” shall be 8 hours.
    - Example: The City experiences severe snow storms and the City Manager declares a 12-hour shift beginning on Monday and the 12-hour shifts continue through the weekend. During the work week, due to the snow, the City Manager closes the City for the entire work day on Wednesday. In addition the City Manager closes the City 2 hours early on Thursday to allow employees at work to drive home safely.
    - Employee A is assigned to the night shift and works the night shift on both Wednesday and Thursday as scheduled. In addition to appropriate pay for the hours worked, Employee A will receive 10 hours of comp time. (8 hours for having worked on Wednesday and 2 hours for having worked on Thursday).
    - Employee B is assigned to the day shift and works the day shift both Wednesday and Thursday as scheduled. In addition to appropriate pay for the hours worked, Employee B will receive 10 hours of comp time. (8 hours for having worked on Wednesday and 2 hours for having worked on Thursday).
    - Employee C is assigned to the day shift and is scheduled to work both Wednesday and Thursday; however, Employee C works Wednesday but then calls in sick and does not work as scheduled Thursday. Employee C will receive 8 hours comp time. (8 hours for having worked on Wednesday but 0 hours for Thursday).

#### **H. Inclement Weather and Natural Disaster**

1. The City is in the business of providing vital public services and therefore does not cease operations during times of inclement weather or natural disasters. The City may be the only organization providing essential services to citizens. Therefore, all employees are asked to make every reasonable effort to report to work during such times even if it is inconvenient.

2. A non-exempt employee who is unable to get to work or who leaves work early because of weather or natural disaster conditions may either charge the time missed against accrued vacation leave, compensatory time, or with approval, may take leave without pay for the time missed. Tardiness due to an employee's inability to report for scheduled work because of severe weather conditions may be allowed up to one hour at the beginning of the work day or at the discretion of the City Manager, or their designee. Inclement weather or natural disaster tardiness in excess of that allowed by the City Manager shall be charged as provided above.
3. In the event that the City Manager advises employees not to report to work or to leave early due to inclement weather or natural disaster, such time off will be paid time off and not charged to accrued vacation leave or compensatory time. Non-exempt employees who are available and report to work or continue to work in this situation, if requested by the City Manager, shall either be paid time and one-half for the actual hours worked or be given compensatory time off, at another time mutually agreed upon by the employee and the supervisor.

**I. Performance Evaluations Planning and Appraisal**

1. Each regular employee's performance will be ~~evaluated~~ reviewed by ~~his or her~~ their supervisor on an ongoing basis. The City also has a formal performance ~~evaluation~~ appraisal system.
2. Employees who disagree with their formal performance ~~evaluations~~ appraisal may provide comments on the evaluation form itself and may also submit a rebuttal in writing that will be physically or electronically attached to a copy of their performance ~~evaluation~~ appraisal and kept in their official personnel file. Employees may also appeal pursuant to Section VII.L Complaint Resolution Procedure.

**J. Classification and Compensation Plan**

~~The City has a strong interest in attracting and retaining excellent employees.~~ It is the policy of the City to maintain a comprehensive classification and compensation program. Within budget limitations, the City endeavors to pay salaries competitive with those paid within comparable jurisdictions and within the applicable labor market.

The City Manager shall be responsible for the administration of the classification and compensation plan. All changes in classifications and changes in assignment of classifications to salary ranges must be approved by the City Manager.

**1. Job Classification**

The Job Description and Salary Range assigned to the responsibilities of a position is the 'job classification.' A job description includes a job title and statements that define the position, including essential and marginal job functions and qualifications for knowledge, ability, experience and training. The experience and training qualifications in the job description are considered to be minimum qualifications. Salary range assignments are recommended by the Human Resources Director to the City Manager, with input from the

Department Director. Periodically, the City may revise job classifications as needed or as part of a compensation study.

## 2. Classification Review

Positions sometimes evolve as a result of changed duties and responsibilities assigned by a supervisor. A classification review studies these changes to determine if a different job description and salary range assignment is appropriate. Importantly, not all changes warrant a different salary range assignment. The majority of the assigned duties must be a different type or complexity that is compensated at a different level to warrant a different salary range assignment.

### a) Requesting a Classification Review

- (1) Management Requested Classification Review: A Department Director, ~~with the approval of the City Manager,~~ may request a classification review when planning to change the assigned duties of a position ~~within,~~ or if they believe the position duties being performed are outside of the current classification specifications next calendar month.
- (2) Employee Requested Classification Review: An employee who does not believe that their classification accurately reflects the current duties of the position may request in writing to the Human Resources Director a classification review if it has been more than one year since the last classification review and the majority of duties have changed.

### b) Performing the Classification Review

- (1) The Human Resources Department performs the classification review and will ask the requestor for updated job information which may include the use of a job analysis questionnaire.
- (2) After review by the Department Director and the Human Resources Director, any changes shall be recommended to the City Manager for reclassification as appropriate. The City Manager retains the final authority to approve or disapprove changes in classifications, within budgetary guidelines, and/or assignment of duties to employees. Any changes resulting from ~~an employee's~~ request for a classification review will be retroactive to the date of written submittal of the request for review to the Human Resources Director. An employee who is reclassified is considered to have met the requirements of an orientation period and will not need to serve an orientation period in their newly reclassified position. In the event that a classification review results in a denial of a change in classification but also results in a determination the employee was working out of class, the employee will be awarded out of class pay. The out of class pay will be effective on the date the employee submitted the written request for classification review and end on the date the Out-of-Class duties are no longer performed and will be based on Section 5, the Out-of-Class Pay provisions noted in this handbook.

**3. Steps and Increases**

The compensation plan consists of six salary steps which are referred to as Step 1 to Step 6, as a reflected in the annual salary range schedule. Step 1 is the minimum; Step 6 is considered a training step. In general, there is the top. The a 2.5% difference between ranges, and a 4% difference between steps are set at 4% increments. within a range.

Regular employees not at the top step are eligible for advancement to the next step annually. The step increase will be effective on one year following the most recent step increase date. Once the top step is reached, the employee remains in the top step as long as the employee remains in that position.

**4. Starting Rates of Pay**

New employees generally will begin their employment at step 1 of the salary range for the position. At the request of a Department Director, the Human Resources Director may recommend to the City Manager that a new employee start at a higher step. The City Manager must give approval prior to offering a salary above step 1. Offers will be extended by either the Human Resources Department or the Department Director or their designee.

Circumstances that support hiring above step 1 include:

- a) Additional and directly applicable education or experience above the minimum requirements;
- b) Market conditions, ~~including the applicant's current salary,~~ that support a higher starting salary;
- c) The proposed higher salary will not create inequities with existing internal salaries.

**5. Promotion**

A regular employee receiving a promotion shall be placed in the first closest step in the new salary range that provides for at least a 5% increase, or the top step of the new salary range if there is not a step that allows at least a 5% increase. The employee's promotion date becomes the employee's new step increase date.

If the Department Director believes that circumstances warrant an exception to the 5% placement rule, and if the Human Resources Director concurs, they may recommend to the City Manager a higher placement.

Circumstances that support a placement greater than a 5% increase are:

- a) Additional and directly applicable education or experience above the minimum requirements;
- b) Market conditions that support a higher starting salary;
- c) The proposed higher salary will not create inequities with existing internal salaries.

**6. Transfer**

A regular employee receiving a transfer shall remain in the same step and retain the same step increase date.

**7. Demotion**

Disciplinary Demotion. If the demotion is a result of a disciplinary action, the employee shall be placed in the highest step in the new salary range that provides for a decrease. The demotion date will become the employee's new annual step increase date.

Any Other Demotion. If the demotion is a result of any reason other than discipline and the employee's current salary is within the new salary range, the employee shall remain at the same rate of pay until the employee's next step increase date. On the step increase date, if the employee has not reached the top step of the salary range, the employee shall move to the next step in the new salary range that provides for an increase. The employee shall retain the same step increase date.

If the employee's current salary is higher than the top step of the new salary range, the employee shall be placed in the top step of the new salary range.

**8. Y-Rating**

When a regular employee's position has been y-rated, the employee will remain at the same rate of pay until the salary range increases enough to include that rate. At that time, the employee shall be placed at the equivalent rate of pay in the first step new range that does not provide for result in a decrease. No COLA Cost-of-Living Adjustment or step increase will be awarded during this period.

**9. Pay Schedule**

The City is on a bi-weekly pay schedule that provides the equivalent of 26 paydays during a standard year (52 weeks divided by two).

**10. Out-of-Class Pay**

When a Department Director or the City Manager assigns a regular employee substantially higher ~~paid responsibilities~~ level duties that fall outside the scope of ~~his or her~~ their job classification and the assignment exceeds ten (10) working days, the employee shall be paid an additional 5% for the entire period of the out-of-class work. The assignment and the out-of-class pay must be in writing and approved by Human Resources prior to the Department Director making the assignment.

If the Department Director believes that circumstances warrant an exception to the 5% placement rule, and if the Human Resources Director ~~concurs~~ agrees, they may recommend to the City Manager a higher placement. Circumstances that support a an exception to the 5% placement greater than a 5% increase ~~are~~ include:

- ~~a) Additional and directly applicable education or experience above~~ The ~~duties the minimum requirements;~~
- a) Market conditions that support employee is performing is of a significantly higher starting salary classification;
- b) The proposed higher salary will not create inequities with existing internal salaries;

- c) The proposed ~~higher~~out-of-class salary is not higher than would be awarded if the employee were promoted into the position.

**K. Garnishment**

The City will honor and process any legally served writ of garnishment against any employee without prejudice towards the employee.

**L. Employee Training and Development**

It is the intent of the City to provide training opportunities to employees for building of skills directly related to the job. These opportunities may include in-house workshops, or workshops and seminars sponsored by other agencies or ~~institutions.~~institution, but are subject to approval based on operational needs and budget availability.

**M. Educational Reimbursement Program**

The City has established an educational reimbursement program to help eligible regular employees develop their skills and upgrade their performance. All full-time regular employees who have completed a minimum of one year of service are eligible to participate in the program.

1. Under the program, and within budget guidelines, educational reimbursement is provided for courses offered by approved institutions of learning, such as accredited colleges, universities and secretarial and trade schools. Courses must be, in the City's opinion, directly or reasonably related to the employee's present job or consistent with the employee's performance development plan. Courses must not interfere with job responsibilities and must be taken on the employee's own time.
2. Reimbursement covers actual costs of tuition and registration fees only and is limited to a maximum of six credits per semester or nine credits per quarter for approved courses. The employee must pass the course in order to receive reimbursement.
3. Employees eligible for reimbursement from any other source (e.g., a government sponsored program or a scholarship) may seek assistance from this program but will be reimbursed only for the difference between the amount received from the other funding source and the actual course cost up to the maximum reimbursement allowable under this policy.
4. To be eligible for reimbursement, the employee must submit a tuition reimbursement form to ~~his or her~~their supervisor prior to the scheduled commencement of the course(s), receive written approval from the Department Director and Human Resources in advance, be actively employed by the City at the time of course completion and pass the course. The employee should also have raised the ~~issue~~subject of pursuing this education as part of the performance development planning discussions of the Performance Management System.
5. On completion of the course, the employee must submit to the Human Resources Department an official transcript from the school, indicating grade received and a receipt or other official proof of payment.

**N. Reasonable Accommodation**

**1. Medical Accommodation**

The City of Shoreline does not discriminate against qualified individuals with a disability with regard to any aspect of employment and is committed to complying with the Americans with Disabilities Act.

The City recognizes some individuals with disabilities may require reasonable accommodations. If an employee is disabled or becomes disabled (meaning ~~he or she has~~they have a mental or physical impairment substantially limiting one or more of the major life activities) and requires a reasonable accommodation, the employee ~~must~~will contact the Human Resources Department to begin the interactive process. Accommodation requests may be made orally or in writing to the Human Resources Department. Requests may be made by the employee, the employee's supervisor or someone on behalf of the employee.

A reasonable accommodation is assistance or changes to a position or working conditions that will enable an employee with a disability to perform the essential functions of their job. The City will provide reasonable accommodation to employees with medically certified disabilities, unless doing so would pose an undue hardship.

Human Resources will meet with the employee to review the accommodation process, answer questions and provide the necessary forms which include a Medical Certification form to be completed by the employee's physician.

If the Medical Certification does not confirm that the employee has a disability, Human Resources will seek clarification from the medical provider and the employee before rejecting the request. If the Medical Certification confirms that the employee has a disability, the employee, supervisor and human resources representative will meet and begin engage in an interactive process. The interactive process will include discussing the disability, limitations, and possible reasonable accommodations that may enable the employee to perform the essential functions or ~~his or her~~their position, make the workplace readily accessible to and usable by the employee, or otherwise allow the employee to enjoy equal benefits and privileges of employment. Following the interactive process, a decision will be made and the employee will be notified if the accommodation is approved or denied.

**2. Religious Accommodation**

Employees whose religious beliefs, practices or observances conflict with work requirements may request an accommodation. Upon notice of a request to reasonably accommodate, Human Resources will examine the request and respond to the employee.

**VI. BENEFITS**

All benefits apply to regular and limited term employees and selected benefits apply to extra help employees and paid interns. These benefits contribute to total compensation. Complete descriptions of these benefits are available from Human Resources.

**A. Group Insurance**

Applies to: Regular and limited term employees.  
 Employees and their dependents are generally eligible for medical, dental, vision, long term disability, life insurance, and the employee assistance program as defined by the City and as authorized by the carrier. The City makes contributions to the cost of these benefits as authorized by the City Council by resolution. Regular and limited term part-time employees and their dependents, if eligible, receive City contributions for such insurance prorated based on the ratio of their normally scheduled work week to a forty-hour week.

The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, and will make reasonable attempts to give prior notice to employees of any changes.

**B. Social Security Replacement Plan**

Applies to: All employees.  
 All employees must participate in a Social Security Replacement Plan (401 a) and Medicare.

**C. 457 Plan**

Applies to: Regular and limited term employees.  
 The City provides a 457 Deferred Compensation program for eligible employees. Employees must defer funds into this plan which have been allocated for benefits by the City but are not used by the employee. In addition, an employee may make personal contributions to this plan through payroll deduction, up to the limits set by law.

**D. Retirement**

Applies to: All employees determined to be eligible by state law.  
 The City contributes to the Washington State Public Employees Retirement System (PERS) as prescribed by law. State law determines employee eligibility. For more information, contact Human Resources or the Washington State Department of Retirement Systems.

**E. Vacation**

Applies to: Regular and limited term employees.  
 Employees accrue paid time off for vacation. Regular and limited term part-time employees receive prorated vacation accrual based on the ratio of their normally scheduled work week to a forty-hour week.

**1. Accrual Table**

Vacation shall be accrued monthly as follows:

Years of Employment Completed	Days of Vacation per Year	Hours Accrued per Month
0 – 12 Months	12	8.0
1	13	8.6
2	14	9.3
3	15	10.0



4	16	10.6
5	17	11.3
8	18	12.0
10	19	12.6
12	20	13.3
15	23	15.3

**2. Carryover Maximum**

The maximum number of vacation hours that may be carried over from December 31 of one year to January 1 of the next year is equal to two years' vacation accrual accumulation.

**3. Carryover Exceptions**

Employees with a vacation balance in excess of the carryover maximum should reduce the balance to the maximum- carryover allowable. If an employee ~~perceives they~~ cannot use vacation because City operations have prevented it, the employee should discuss the matter with their supervisor well ahead of requesting a carryover exception. If the employee and supervisor are unable to plan for the employee to take the time off, they may request a carryover exception. ~~The Department Director with the approval of the City Manager may allow a carryover exception of unused accrual in excess of the carryover maximum.~~ Requests for vacation carryover shall be made in writing by the employee and submitted to the Human Resources Director. The request will include a plan for bringing the vacation accrual balances within the accrual cap during the next year. The request will be reviewed by the Department Director and is subject to approval by the City Manager. An employee will not be granted an exception two years in a row.

**4. Forfeiture**

Unused vacation leave in excess of the carryover maximum shall be forfeited at the end of the calendar year unless a carryover exception has been granted.

**5. Requesting Vacation**

In requesting vacation, employees should consider the City's needs to conduct the public business and to have time to plan for vacation coverage. Managers should respect employees' needs to take vacation. An employee's reasonable request for vacation should be approved unless the granting of the vacation would negatively ~~compromise~~impact the business ~~needs~~operations of the City. ~~In case of cases where there is a conflict in scheduling vacation leave, normally among employees, the earliest request shall be given~~ supervisor will determine the preferred criteria for approving vacation choice. requests based on a fair and equitable methodology.

An exempt employee shall not have deductions taken for vacation absences of anything less than a full day.

Vacation hours earned for a new employee shall accrue but shall not be ~~used~~available for use until after an initial six months of employment with the City unless special authorization has been granted by the City Manager. Employees who have moved to a new classification, and who have already

served a six month orientation period in a previous position with the City, may request use of vacation leave accruals immediately. An orientation period may be extended to account for leaves (unpaid, vacation, etc.) taken during that period of time. The City Manager is authorized to negotiate higher accrual levels and/or starting balances of vacation with individual staff members.

An employee may cash out accrued vacation leave one time each calendar year. To be eligible for the cash out, an employee must have used at least 80 hours of vacation since the first of the year and. The maximum cash out shall be 40 hours. The amount of the cash out shall be based upon the employee's base hourly rate/salary at the time of the written request. If approved by the department director, the 80-hour minimum threshold may include vacation approved for the current calendar year, but not yet taken. In this case, the employee may receive the cash out just prior to leaving on the approved vacation. Cash out requirements for part-time regular employees shall be prorated based upon the employee's authorized FTE.

**6. Separation from Service**

In the event of separation from service for any reason other than at retirement the employee shall be paid out for any accrued vacation earned and not taken. Payout of accrued vacation leave will be at the base hourly rate and not include out-of class pay or other premium rates. In the case of separation for any reason when the employee is eligible for retirement as defined by the rules and regulations of the Washington State Public Employees Retirement System the maximum cash out shall be 240 hours.

**F. Management Leave**

Applies to: Exempt Regular and Exempt Limited Term Employees.  
 On January 1st of each year, each employee shall receive 3 days of management leave. A new exempt employee hired before July 1 shall receive all 3 days. A new exempt employee hired between July 1 and October 1 shall receive 1 day; a new exempt employee hired after October 1 shall not receive any days of management leave until the next calendar year. The leave is to be used each year; any management leave not used during the calendar year shall not be carried into the next year. Exempt staff must use management leave in full day increments.

**G. Holidays**

**1. Observed Holidays**

Applies to: Regular and limited term employees.  
 Employees receive paid time off for holidays. Regular and limited term part-time employees receive prorated holiday benefits based on the ratio of their normally scheduled work week to a forty-hour week. Observed holidays are:

New Year's Day	January 1
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving	4 <sup>th</sup> Thursday in November
Native American Heritage Day	Day after Thanksgiving
Christmas	December 25

If a designated holiday falls on a Saturday, the preceding Friday shall be observed and if the holiday falls on a Sunday, the following Monday shall be observed. If a designated holiday falls on any other regularly scheduled day off, it shall be observed on the work day immediately preceding or following the holiday as determined by the City Manager.

Employees must be in a paid status on the workday prior to and following a holiday to be eligible for holiday pay.

~~Non-exempt~~Non-exempt regular employees working on a holiday (either the actual holiday or the City recognized holiday) shall be paid at time and a half for all hours worked. In the case that an employee works both the actual holiday and the corresponding City recognized holiday, the employee shall only receive the holiday pay for one of the days. The pay shall be for the hours worked on actual holiday, unless the employee makes a written request for pay for the City recognized holiday instead of the actual day. Example: Independence Day falls on Sunday, July 4th; the City recognized holiday is Monday, July 5th. Employee A works Sunday and receives time and a half for all hours worked. Employee B works Monday and receives time and a half for all hours worked. Employee C works both Sunday and Monday and will be paid time and a half only for the hours worked on Sunday, unless ~~he or she makes~~they make a written request to be paid time and a half for the hours worked Monday, instead of Sunday.

**2. Personal Days**

Applies to: Regular and Limited Term employees

Employees receive paid time off for two (2) personal days a year. Regular and Limited Term part-time employees receive prorated personal day benefits based on the ratio of their normally scheduled work week to a forty-hour week.

A personal day needs to be scheduled by mutual agreement of the employee and the supervisor and may be used for any reason. Non-exempt staff may use these days as normal workdays or in increments of one or more hours (up to the total hours of two normal work days.) Exempt staff must use a full day at a time.

Personal days will be awarded effective January 1 of each year. An employee hired July 1 or later will receive only one personal day in that calendar year. Any personal days not used by the end of the calendar year will be forfeited.

**3. Holidays for Reason of Faith or Conscience**

Applies to: All Employees

If an employee's religious beliefs include observance of a holiday or leave is needed to attend a religious activity of faith or conscience that is not a City holiday, the employee may take up to two days off per calendar year unless the leave would create an undue hardship for the City as defined in WAC 82-56-020 or a risk

to public safety. Employees must submit a request in advance, but no less than two calendar weeks prior to the start date of the requested leave. The leave requires the approval of the Human Resources Director and the Department Director. Regular employees may use a personal day, vacation, compensatory time, accrued leave or leave without pay; if all accruals are exhausted. Extra help employees may use leave without pay.

#### H. **Sick Leave – Regular and Limited Term Employees**

Employees accrue paid time off for sick leave at the rate of eight hours for each month worked. Regular and limited term part-time employees receive prorated sick leave accrual based on the ratio of their normally scheduled work week to a forty-hour week. The City Manager is authorized to negotiate starting balances of sick leave with individual staff members.

##### 1. **Purpose**

The purpose of sick leave is to provide an ‘insurance policy’ of a bank of paid leave to be used in the event that an employee or immediate family member experiences an illness or disability that requires an employee to be absent from work. Employees who are ill or disabled are expected to use sick leave to recover and to not report to work when they could expose co-workers to illness. Employees shall use leave to account for any sick leave related absence whether full or partial day unless they have otherwise made up the time in the same work week.

##### 2. **Use of Sick Leave**

###### a) **Employee**

Sick leave may be used in the following circumstances:

- when an employee is ill, injured, disabled experiencing a physical or mental illness, injury, disability (including a disability due to pregnancy or childbirth), or diagnosable health condition, or
- when an employee has been exposed to a contagious disease where there is a risk to the health of others, or
- for medical or dental examinations or treatment when such appointments cannot be scheduled outside of working hours, or
- when the use of a prescription drug impairs job performance or safety.

###### b) **Immediate Family Members**

Sick leave may be used to care for a member of the immediate family who is ill, injured or disabled. ~~Sick leave may also be used for qualifying Family Leave provided for in the Family Leave section,~~ or when the employee’s workplace or employee’s child’s school or place of care has been closed for any health-related reason by order of a public official.

Sick leave may also be used for qualifying family and medical leave provided for in the Washington State Paid Family and Medical Leave (PFML) or Leave under Family and Medical Leave Act (FMLA) sections.

**c) Doctor's Note**

After three days of sick leave an employee may be asked to provide a doctor's note or other evidence of inability to work at the discretion of the supervisor or Department Director.

**d) Notification**

Each employee, or someone on their behalf, should inform their supervisor if unable to come to work. This notification should be done each day prior to the scheduled starting time unless on long-term leave, so arrangements can be made to cover the absence.

**3. Conversion of Vacation to Sick Leave**

If an employee on approved vacation is hospitalized or experiences a similar extraordinary sick leave event, the employee may make a written request to the City Manager to convert the sick leave connected time from vacation leave to sick leave. The City Manager shall consider the facts involved and shall approve or deny the request.

**4. Maximum Balance**

The maximum banked balance of sick leave is 1040 hours. Regular and limited term part-time employees maximum banked balance will be prorated based on the ratio of their normally scheduled work week to a forty-hour week.

**5. Separation from Service**

Upon separation, if an employee is eligible for retirement as defined by the rules and regulations of the Washington State Public Employees Retirement System, an employee shall be paid for 10% of their accrued but unused sick leave.

**6. Rehired**

Employees who are rehired within twelve months of a separation in service shall have their unused sick leave balance restored.

**7. On-the-job Injury**

An employee who has an on-the-job injury and receives time loss payments from the Washington Department of Labor and Industries (L & I) may not use sick leave for the same hours for which the employee receives the time loss payment. An employee may use sick leave to supplement the time loss payment for the purpose of continuing to receive ~~his or her~~their normal salary. If sick leave is exhausted, the City will use other available leave to supplement the time loss, unless the employee otherwise notifies Payroll in writing. If an employee is awarded time loss payments for a period that the employee has already used sick leave or other available leave, the employee shall submit the L & I check to Finance and 'buy back' the equivalent amount of leave used. While on time loss, the employee's salary may not exceed the employee's normal salary when not on time loss.

**I. Sick Leave – Extra Help Employees**

~~This section becomes effective January 1, 2018.~~

Extra Help employees perform work that is seasonal, variable, intermittent, or part time for a few hours each week; their sick leave benefit is based on actual hours worked.

**1. Accrual and Eligibility to Use Sick Leave**

Employees will accrue one hour of sick leave for every forty hours worked.

Beginning on the ninetieth calendar day after being hired, employees may use accrued sick leave for an illness or disability that requires the employee to be absent from their scheduled work hours. The illness or disability may be their own or that of an immediate family member. following reasons:

- Own mental or physical illness, injury, or health condition, or when seeking a medical diagnosis or preventative medical care.
- Family member's need for care for a mental or physical illness, injury, or health condition, or when seeking a medical diagnosis or preventative medical care.
- When employee's workplace or employee's child's school or place of care has been closed for any health-related reason by order of a public official.
- When absent from work for reasons that qualify for leave under the state's Domestic Violence Leave Act (DVLA).

**2. Maximum Carryover**

The maximum unused sick leave that may be carried over from one calendar year to the next is forty hours.

**3. Separation from Service**

Sick leave hours are not cashed out upon separation from service and may not be used to extend employment beyond the last scheduled day of work.

**4. Rehired within Twelve Months**

Employees who are rehired within twelve months shall have their unused sick leave balance restored and will have satisfied their eligibility to use sick leave as required in section one of this policy.

**5. On-the-job Injury**

An employee who has an on-the-job injury and receives time loss payments from the Washington Department of Labor and Industries (L & I) may not use sick leave for the same hours for which the employee receives the time loss payment. An employee may use sick leave to supplement the time loss payment for the purpose of continuing to receive ~~his or her~~ their pay for scheduled hours of work. If an employee is awarded time loss payments for a period that the employee has already used sick leave, the employee shall submit the L & I check to Finance and 'buy back' the equivalent amount of sick leave used. While on time loss, the employee's pay may not exceed the employee's normal pay when not on time loss.

**J. Donated Leave**

Applies to: Regular and limited term employees.

A Department Director, after consulting with Human Resources, may recommend that the City Manager allow a regular employee to receive donated sick leave from another regular employee. The City Manager may approve the donated leave if ~~he or she finds~~they find that the employee meets all of the following criteria.

**1. Criteria**

- a) The employee needs leave that qualifies for sick leave, which is of an extraordinary or severe nature and that has caused, or is likely to cause, the employee to either go on leave without pay or to terminate employment; and
- b) The employee does not qualify for other available leave benefits and has depleted all of ~~his or her~~their available leave time; and
- c) The employee has abided by all applicable policies regarding sick leave use; and
- d) The employee has been found ineligible for benefits under Worker's Compensation as governed by state law.

**2. Donation**

An employee may donate up to 25 hours annually of their sick leave balance. An employee is not eligible to donate sick leave hours unless a balance of 80 hours will be maintained. An employee may also choose to donate accrued vacation leave. The donating employee in either case shall submit a written request to Human Resources.

**3. Value of Leave**

Donated hours will be used on an hour for hour basis with no consideration given to the dollar value of the leave donated.

**4. Treatment of Leave Remaining**

If more leave is donated than is used, the hours of leave that remain shall be returned to the employee(s) donating the leave on a pro rata basis.

**5. No Cash Out**

Donated sick leave hours are not eligible for the cash out provisions in the Separation from Service section.

**K. Washington State Paid Family and Medical Leave (PFML)**

**1. Eligibility**

Under PFML, employees may be eligible for paid leave when needing time off for covered reasons. Eligibility requirements are:

- a) Monetary Benefits: In order to be eligible to receive monetary benefits from the Washington State Employment and Security Department, the individual must be currently employed with the City of Shoreline and have worked 820 hours in Washington for any employer or combination of employers during the year preceding the application for leave claim.
- b) Job Protection: In order to be eligible for job protection under PFML, an employee must have worked for the City of Shoreline for at least 12 months and have worked 1250 hours in the last year.

## **2. Leave Entitlement**

PFML eligible employees are entitled to take up to 12 weeks of medical or family leave, or a combined total of 16 weeks of family and medical leave per claim year; an additional two weeks of leave, for a total of 18 weeks, may be available in the event the employee's leave involves incapacity due to her pregnancy. PFML leave may be taken intermittently, provided that there is a minimum claim requirement of eight consecutive hours of leave in a week for which benefits are sought. This minimum claim requirement of eight consecutive hours of leave also applies to part-time employees. The employee may use the leave within 52 weeks from the date that the leave was approved by the State or for a year following the birth/placement of the employee's child.

### **PMFL leave may be taken for the following reasons:**

- a) Medical Leave: Medical leave may be taken due to the employee's own serious health condition, which is an illness, injury, child birth recovery, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under the FMLA and RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time loss benefits under the workers compensation system.
- b) Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee's child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies where an employee needs time to prepare for a family member's pre- and post-deployment activities, as well as time for childcare issues related to a family member's military deployment.
  - (1) If both parents work for the City of Shoreline, the leave entitlement for bonding with a new child or for a new child placement into their home is independent of each other. Each employee is entitled to the full leave amount, less any PFML or FMLA leave the employee has already taken during the current claim year.
- c) If an employee faces multiple events in a year, they may be eligible to receive up to 16 weeks, and up to 18 weeks if they experience a serious health condition during pregnancy that results in incapacity.

## **3. Concurrency With FMLA**

PFML will run concurrently (at the same time) with FMLA when an absence is covered by both leave benefits and the employee meets the eligibility requirements of both leave programs. Hours taken under PFML will be deducted from the 12 weeks of FMLA entitlement.

## **4. Notification Requirements**

An employee must provide written notice to the Human Resources Department of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The employee's written



notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to the to the City of Shoreline, ESD will temporarily deny PFML benefits.

If leave is being taken for the employee's or family member's planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt business operations.

Employees should follow the instructions provided by the payroll office regarding how to report their time during a leave.

#### **5. Coordinaion with Other Health Programs**

While using PFML, health benefits will remain intact and will continue to be provided by the City as normal.

If an employee is on PFML but does not meet the eligibility requirements for FMLA and is not supplementing PFML with other leave accruals or the City of Shoreline Supplemental Paid Leave, the employee is deemed to be in an unpaid status for purposes of City of Shoreline policies and benefit programs. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to City of Shoreline policies and subject to any other leave provisions that require continuation of health benefit coverage.

For any unpaid portion of a leave the employee will be required to pay back the employee portion of cost paid by the City through a repayment plan regardless of whether the employee returns to work or does not. Employees that do not return to work from the leave will be required to pay back both the employee and the City portion of the insurance premiums unless failure to return to work was beyond the employee's control.

#### **6. Monetary Benefits**

Washington State Employment Security Department is responsible for making benefit payments directly to the employee. The amount of the benefit is based on a statutory formula, which generally results in a benefit in the range of 75-90 percent of an employee's average weekly wage. Currently, the maximum weekly benefit amount is \$1000 per week and the minimum is \$100, but this is subject to adjustments by the State.

#### **7. Benefit Payment Waiting Period**

With the exception of leave taken in connection with the birth or placement of a child, monetary PFML benefits are subject to a seven-day waiting period. The waiting period begins on the Sunday of the week in which PFML leave is first taken. The waiting period is counted for purposes of the overall duration of PFML leave, but no monetary benefits will be paid by ESD for that week. An employee may use leave during this waiting period, but such usage of accruals must be reported to ESD.

**8. Supplementing PFML with Your Own Leave Accruals or the City's Supplemental Paid Family Leave**

Employees who meet the eligibility requirements for PFML may use their own leave accruals and the City of Shoreline Supplemental Paid Family Leave to make up the difference between the PFML benefit received from ESD and their regular full pay for a week in which PFML leave is taken as follows:

- a) When the PFML is for the employee's own serious health condition: The employee must use and exhaust all their leave accruals prior to using Supplemental Paid Family leave.
- b) When PFML is to care for a family member or for child bonding/placement: The employee must exhaust their sick leave accruals but may reserve 80 hours of their earned accrued vacation leave for future use, prior to using Supplemental Paid Family Leave.
- c) The use of Supplemental Paid Family Leave is contingent on the employee receiving their weekly PFML benefit and submitting proof of payment to the payroll office. Payroll will then calculate the amount of supplemental paid leave needed to bring the employee to their regular full pay for that week and issue payment to the employee in the next payroll process.
- d) Supplemental Paid Family Leave may only be used after PFML benefits have been received by an employee and reported to the payroll office, except if it is being used for the initial waiting period.
- e) Regular accrued leave such as sick leave or vacation leave can be used for the initial waiting period.
- f) Employees must inform payroll and HR when they no longer are receiving PFML benefits from the Employment and Security Department or when their need for the leave has ended.

**9. Job Restoration and Return to Work Recertification**

An employee who is eligible for job-protected leave will be restored to the same or equivalent position at the conclusion of PFML leave, unless unusual circumstances have arisen (e.g., the employee's position or shift was eliminated for reasons unrelated to the leave).

An employee may be required to provide a return-to-work certification from a health care provider before returning to work following PFML leave where the employee has taken leave for their own serious health condition.

If an employee taking PFML leave determines they will not be returning to work for any reason, the employee must inform their supervisor and Human Resources immediately.

The City reserves the right to collect the cost of benefits from an employee if the employee does not return to work following their leave of absence.

**10. PFML Application Process**

An employee must submit an application to ESD in order to seek PFML benefits. For guidance on the application process, please refer to the ESD website: <https://paidleave.wa.gov/login/>. Eligibility determinations will be made

by ESD. If approved, the employee will need to file weekly benefit claims with ESD to continue receiving benefits.

### **11. Payroll Deductions**

The PFML program is funded through premiums collected by ESD via payroll deductions and City of Shoreline contributions. The premium rate is established by law; employees are currently responsible for two-thirds of the total premium amount. Should the State in the future modify the PFML premium rate or the percentage of premiums subject to collection through payroll deduction, the City of Shoreline will modify payroll practices to reflect those statutory changes.

### **12. Retirement Service Credit and Paid Family Medical Leave**

PFML is considered an unpaid, authorized leave of absence. PFML program participants will not receive retirement service credits for the wage replacement payments received through ESD. An employee will receive retirement service credit for any time that they are using their own leave accruals or the City of Shoreline Supplemental Paid Family Medical Leave (SPFML) leave benefits while on a PFML.

### **L. Leave under Family and Medical Leave Act (FMLA)**

Applies to: All employees meeting FMLA eligibility criteria.

The City complies with the Federal Family and Medical Leave Act and all applicable state laws related to family and medical leave. This policy provides detailed information concerning the terms of FMLA. ~~State laws may have additional requirements and provide additional protections; please check with Human Resources for details.~~

#### **1. Length of Family Leave FMLA and Eligibility**

Eligible employees may take up to 12 weeks of unpaid, family and medical leave every 12 months for certain family and medical reasons, or up to 26 weeks of unpaid, family leave every 12 months for military family care leave. To be eligible, an employee must have worked for the City for at least 12 months and for at least 1,250 hours over the previous 12 months.

#### **2. Reasons for Taking Leave**

Family FMLA leave is provided for any of the following reasons:

- For a serious health condition that makes the employee unable to perform the essential functions of his or her job, including incapacity due to pregnancy and for prenatal medical care.
- To care for an employee's child after birth or placement for adoption or foster care. Leave to care for a child after birth or placement for adoption or foster care must be concluded within 12 months of the birth or placement.
- To care for an employee's spouse, child or parent who has a serious health condition.
- For qualifying exigencies arising out of the fact that a spouse, parent, son or daughter is a military member on covered active duty or called to covered active duty. Eligible employees may take up to 26 workweeks to care for a spouse, son, daughter, parent or next of kin who is a covered service

member and has a serious health condition as a result of military service 'military family care'.

- ~~For qualifying exigencies (as defined by the FMLA) when a spouse, parent, son or daughter serving in the (military is on, called to, or notified of impending call to covered active duty.~~
- ~~If a serious health condition makes an caregiver leave).~~ An eligible employee unable is limited to perform the functions a combined total of his or her job. 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period.

### 3. Definitions

For the purposes of Family Leave, the following definitions apply:

- **Child:** A biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis (in place of the parent) if the child is younger than 18; or a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis if the child is 18 or older and incapable of self-care because of a mental or physical disability.
- **Military Family Care Caregiver Leave:** Caring for a spouse, parent, son, daughter or next of kin with a serious injury or illness as a result of military service.
- **Parent:** A biological parent of an employee or an individual who stood in loco parentis to that employee when the employee was a child.
- **Next of Kin:** A servicemember's nearest blood relative, other than the servicemember's spouse, parent, son, or daughter.
- **Serious Health Condition:** An injury, illness, impairment or physical or mental condition that involves:
  - **Hospital care:** any period of incapacity or subsequent treatment connected with or consequent to inpatient care (an overnight stay) in a hospital, hospice or residential medical care facility; or
  - ~~absences~~ **Incapacity plus treatment:** any period of incapacity of more than three consecutive calendar days including any subsequent treatment, or period of incapacity relating to the same condition that also involves 1) ~~treatment 2 or more times by visits to~~ a health care provider within 30 days, by a nurse or physician's assistant under direct supervision of a health care provider or by a provider the first day of health care services under orders of, or on referral by, a health care provider, incapacity; or 2) treatment by a health care provider on at least 1 occasion, within 7 days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of a health care provider;
  - **Pregnancy:** any period of incapacity due to pregnancy or for prenatal care; or
  - **Chronic conditions requiring treatments:** a chronic condition which 1) requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under the direct

supervision of a health care provider at least twice a year; 2) continues over an extended period of time; and 3) may cause episodic rather than a continuing period of incapacity;

- **Permanent/ or long term conditions requiring supervision:** a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
- **Multiple ~~treatment~~ treatments (non-chronic conditions):** any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of or on referral by, a health care provider, whether for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- **Incapacity:** inability to work, attend school, or perform other regular daily activities due to the serious health condition, treatment therefore or recovery there from.
- **Qualifying Exigency:** An urgent need that arises ~~out of~~ from the fact ~~that~~ foreign deployment of a covered military member is on, called to, or notified of impending call to covered active duty status. The most common qualifying exigencies include attending military functions, making financial and legal arrangements, and arranging for child care. The Department of Labor maintains a complete list of qualifying exigencies.

#### 4. **Intermittent Leave or Reduced Schedule Leave**

Under some circumstances, family leave may be taken in separate blocks of time or by reducing a normal weekly or daily work schedule. Family leave may be taken intermittently if medically necessary because of a serious health condition (the employee's, or that of a spouse, child or parent). If family leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to Department Director approval.

#### 5. **Paid Leave before Unpaid Leave**

When an employee has paid leave or comp time available, that paid leave must be exhausted before unpaid leave is allowed as family or medical leave.

#### 6. **Advance Notice**

An employee shall provide advance notice of the need for family or medical leave along with the requested dates for the leave. Taking leave, or reinstatement after leave, may be denied if these requirements are not met.

~~Notice must be provided at least 30 days in advance of the leave if the reason for the leave is birth, placement for adoption or foster care. If 30 days notice is not possible due to the employee taking physical custody of the child at an unanticipated time, notice must be given as soon as possible and at least~~

~~within 5 working days of the placement. The employee shall adhere to the dates of leave requested unless the birth is premature, the mother is incapacitated by the birth and is unable to care for the child, the employee takes physical custody at an unanticipated time or the employee and Department Director agree to alter the dates. If there is a premature birth, incapacity or unanticipated placement, the employee must give notice of revised dates as soon as possible and at least within 5 working days.~~

~~Notice must be provided at least 14 days in advance of the leave if the reason for the leave is a serious health condition and the leave is foreseeable. When foreseeable, notice must be provided at least 30 days in advance of the need to take FMLA leave. The employee should make reasonable efforts to schedule the leave to not unduly disrupt the City's operations. If the leave 30 days advance notice is not possible because the foreseeable, situation has changed or the employee or the employee's representative shall does not know exactly when leave will be required, the employee must provide notice within 1 or 2 working days, except in extraordinary circumstances, of the need for leave as soon as possible and practical.~~

#### **7. ~~Medical Certification~~**

~~The City requires the provision of a medical certification within 15 calendar days to support a request for FMLA leave because of a qualifying event whenever the leave is expected to extend beyond three consecutive working days or will involve intermittent or part-time leave. The City may require second or third opinions, at its option and expense. When incomplete and insufficient certification is submitted, employees are required to correct deficiencies in the certification within 7 calendar days.~~

~~Employees may be asked for a periodic recertifications or when circumstances described by the previous certifications have significantly changed.~~

~~The City may require all employees on family FMLA leave due to the employee's serious health condition or due to the birth of a child to provide a medical certification of fitness for duty prior to return to work after a medical leave, dependent on the circumstance as it relates to the employees duties.~~

~~Employees requesting qualifying exigency leave or military caregiver leave may submit related certification forms or a copy of the duty orders (for exigency leave only).~~

#### **8. ~~Designation Notice~~**

~~A written Designation Notice will be sent to the employee requesting family or medical leave informing them that the requested leave will be designated as FMLA leave and setting out the requirements applicable while the employee is on leave. The Notice may be use to deny the leave request or inform the employee that additional information is needed.~~

#### **8.9. ~~Periodic Reporting~~**

~~If an employee takes leave for more than two weeks Depending on the employee's circumstances and/or medical documentation, the City may require~~

the employee to periodically report on ~~his or her~~their status and intent to return to work.

**9.10. Health Insurance**

~~During an FMLA of absence, while~~When an employee is provided group health insurance, the employee is entitled to the continuation of the insurance coverage during FMLA leave. If an employee is in an unpaid status and unable to pay their portion of contributions for health insurance, the City will pay the City's portion and the employee's portion of the cost as governed by FMLA regulations. Therefore, employees covered by the City's group health plan (medical, dental or vision) will continue to receive health insurance during ~~family~~FMLA leave on the same basis as during regular employment. An employee will be required to pay back the employee portion of cost paid by the City through a repayment plan regardless of whether the employee returns to work or does not. Employees that do not return to work after the leave will be required to pay back both the employee and the City portion of the insurance premiums unless failure to return to work was beyond the employee's control as governed by FMLA regulations.

**10.11. Other Insurance**

For employees covered by other insurance plans through the City, those coverages will continue during paid leave on the same basis as during regular employment. For any period of unpaid leave, the employee wishing the insurance to continue must pay for the coverage on a monthly basis prior to the month of coverage. Check with Human Resources for current information and costs for coverages.

**11.12. Couples Employed by the City**

If employees married to each other request leave for the birth, adoption or foster care placement of a child, ~~the total family leave available to the couple is 12 weeks. The City may grant leave to only one parent at time. If the leave requested is due to a serious health condition (the employee's or that of the child, spouse or parent), each employee is independently entitled to 12 weeks.~~each parent will have 12 weeks of leave available to them independent of each other. The scheduled leave time off must be coordinated between the two employees and their supervisors so as not to cause an operational hardship.

**12.13. Determining Leave Availability**

~~Family or medical~~Family or medical leave is available for up to 12 weeks during a 12-month period. For purposes of calculating leave availability, the 12-month period is a rolling 12-months measured backward from the first date any family leave is used. The employee is required to notify the City if any leave qualifies as ~~family~~family ~~FMLA~~FMLA leave. All leave qualifying for ~~family~~family ~~FMLA~~FMLA leave shall be designated and tracked as ~~family leaves~~such upon the request of the employee.

**13.14. Special Rule for Leave Related to Pregnancy**

Leave taken for the disability phase of pregnancy or childbirth when physically unable to work, is counted against the 12-week FMLA family leave allowance.

In some cases, State law may entitle the disabled employee to leave beyond the standard 12-week period. Human Resources can provide information concerning the state law and its applicability.

**~~14. Return Rights after Family Leave~~**

**15. Job Restoration**

When an employee returns to work after ~~family~~FMLA leave :

the City shall place the employee in the same position the employee held when the leave began or in another City position with equivalent benefits and pay; the return is subject to bona fide changes in compensation or work duties; the employee does not have return rights if:

- the City eliminates the employee's position by a bona fide restructuring or reduction-in-force; or
- the employee takes another job; or
- the employee fails to provide the required timely notice of family leave or fails to return on the established ending date of the leave.

**K.M. Supplemental Paid Family & Medical Leave (SPFML)**

Applies to: Regular employees, including Limited Term Employees  
Supplemental Paid Family & Medical Leave ~~provides~~(SPFML) affords employees an increased ability to attend to their own health needs or those of their family matters by supplementing an employee's accrued paid leaves. The employee will receive the equivalent of his or her full pay for upproviding additional pay as a supplement to a total of twelve weeks, when combined with the partial wage replacement benefit received from the employee's accrued leave (except for two weeks of their accrued leave), to pay for a qualified family leave. Refer to Section VI Benefits, Family Leave under FMLA or Victims of Domestic Violence leave to learn what constitutes a qualifying event.

**1. Eligibility**

~~Supplemental~~Washington State Paid Family Leave and Medical Leave (PFML) program. This benefit is used to fill the gap between what the employee receives as a benefit from the PFML and their regular full pay.

SPFML is used only in conjunction with and concurrently (at the same time) as the Washington State Paid Family and Medical Leave (PFML) and as noted below, with the exception if use is for a victim of domestic violence:

**1. Eligibility**

SPFML is available to all regulareligible employees who:

- a) Are the victim of domestic violence and have: requested time off as a victim of domestic violence; or
- b) Worked forAre currently employed with the City continuously for and have worked at least 12six months and for at least 1,250with the City or the equivalent of 1040 hours over the previous 12 months;(pro-rated for part-time employees) and have successfully passed their orientation period, and



- c) Have Experienced a qualifying event under FMLA or under as defined by the Victims of Domestic Violence policy; and Washington State Paid Family and Medical Leave (PFML); or, and
  - ~~Lack enough accrued leave to maintain a balance of two weeks and to pay for a leave of absence of up to 12 weeks.~~
- d) Are eligible for, have applied to, and have been approved for PFML or be in the initial waiting week of the leave; and
- e) Have not exhausted the 12 weeks of SPFL in the current calendar year; and
- f) Have depleted available leave accruals:
  - (1) Must have exhausted all available leave accruals including sick leave, vacation, personal days, management leave, and accrued comp time if the leave request is for the employee's own serious health condition, childbirth recovery, or as a victim of domestic violence.
  - (2) Must have exhausted all available leave accruals but may reserve a bank of 80 hours of accrued vacation leave, if the leave request is to care for a family member; in response to a military exigency; or when bonding after birth or placement of a child into their home.

#### **1.2. Benefit Amount**

~~An employee's Supplemental Paid Family leave benefit is calculated when an employee's accrued leave balances are down to two weeks or less. Accrued leave balances for purposes of this policy include sick leave, vacation, personal holiday, compensatory time and management leave. Employees may choose which type of leave they use first but are encouraged to use any personal holidays, management leave or compensatory time first because those leaves expire at the end of the year.~~

- a) An employee's SPFML benefit is calculated based on the difference between what is received from Washington State PFML benefit and what the employee normally would receive in their regular check.
- b) The employee will receive the equivalent of their full salary through use of supplemental paid leave for up to a total of twelve (12) weeks, when combined with payments received from the employee's accrued leave (except for two weeks of their accrued leave). Washington State PFML.
- c) SPFML will cease after using a total of 12 weeks in a calendar year or at the expiration of the approved PFML, whatever occurs first.

~~Regular part time employees will receive this benefit on a pro-rata rated basis relative to based on their normal work week. The following is an example:~~

~~*An employee has an FMLA qualifying event that documents the need for a twelve week family leave of absence. At the time of the qualifying event, the employee has five weeks of accrued leave and will accrue an additional 1.2 weeks (6 days) of vacation and sick leave during the leave of absence. With the five weeks of accrued leave on the books at the time of the qualifying event and with the additional 1.2 weeks of accrual, the employee will have a*~~

*total of 6.2 weeks of accrued leave. In this example, the following would happen:*

*4.2 weeks of the employee's accrued leave would be applied towards the twelve weeks of Paid Family Leave.*

- a)d) ~~\_\_\_\_\_ Then, when the employee's balance of accrued leave is down to two weeks, the City would provide the employee with 5.8 weeks of Supplemental Paid Family Leave, so that the employee's twelve week family leave may be a fully paid leave.~~ budgeted FTE.
- b)e) ~~\_\_\_\_\_ If the qualifying event is the birth, adoption or foster care placement of a child and both parents work for the City and meet the eligibility requirements, the total Supplemental Paid Family leave available to the couple is 12 weeks. The City may grant leave to only one parent at time.~~ both parents will independently have the equivalent of 12 weeks available to them for bonding with a new child or for child placement. In these circumstances the employees should coordinate with their supervisors to ensure that there is no negative impact to business operations for their requested time off. Any overlap of both parents taking the same time period off for bonding should be coordinated with their supervisor(s) in advance.
- e)f) ~~The~~ In no circumstances may an employee must use all but two weeks of SPFML in combination with PFML and receive more than their accrued leave before using Supplemental Paid Family leave regular paycheck amount.
- d)g) ~~\_\_\_\_\_ Supplemental Paid Family Leave~~ SPFML may not be cashed out under any circumstance.
- h) If using SPFML during the initial waiting week, or while waiting for the leave approval, and the leave is denied from the State, the employee will be required to pay back any Supplemental monetary benefit that has been received.

**2.3. Benefit Period, Frequency, and Concurrency**

~~Supplemental Paid Family Leave must begin and~~ May be completed within twelve months of the qualifying event.

- a) ~~An employee may use Supplemental Paid Family Leave~~ used on an a continuous or intermittent or part-time basis, as long as it is consistent with the department's operational needs, and is approved in writing by the employee's director prior to the leave. PFML.
- b) ~~Supplemental Paid Family Leave~~ Will run concurrently with the City's family and medical leave, and federal and state family and medical leave laws, to the fullest extent permitted by law. Supplemental Paid Family Leave PFML.
- c) Is limited to a maximum of 12 weeks aper calendar year, calculated on a rolling 12 month.
- b)d) ~~\_\_\_\_\_ May be used to cover the waiting period from~~ (first week) of PFML if the start of the supplemental paid family employee lacks enough leave accruals.

**2. ~~Job Protection and Health Benefits~~**

**3.4. ~~Health Benefits Supplemental Paid Family Leave is protected leave.~~**

~~Barring required budget cuts or layoffs, an employee's job cannot be eliminated while the employee is on Supplemental Paid Family leave. Further, no retaliatory action may be taken against an employee for participating or planning to participate in the program.~~

The employee will continue to receive health benefits according to the underwriting rules of the relevant health plans and shall continue to accrue vacation and sick leave according to City policy during the period of Supplemental Paid Family Leave.

For any unpaid portion of a leave the employee will be required to pay back the employee portion of cost paid by the City through a repayment plan regardless of whether the employee returns to work or does not. Employees that do not return to work from the leave will be required to pay back both the employee and the City portion of the insurance premiums unless failure to return to work was beyond the employee's control.

**4.5. Procedure for Requesting Supplemental Paid Family & Medical Leave**

- a) ~~Provide notice – Unless a leave is unexpected, at least thirty days' notice must be given to the Employees who anticipate the need to use SPFML should notify Human Resources department and the Immediate Supervisor. In the case when the need for leave is not foreseeable, employees must provide notice as soon as possible.~~
- b) ~~Discuss your anticipated leave duration and schedule with the Human Resources department and your Immediate Supervisor. If you plan to take intermittent or part-time leave, this must be approved in writing prior to the leave.~~
- e) ~~Complete the Supplemental Paid Family Leave Request Form.~~
- b) ~~Submit the Supplemental Paid Family Leave Request Form along with the completed paperwork to request an FMLA leave; or along with your request to Human Resources.~~
- d)c) SPFML will not be approved until verification has been received from the State that the employee has applied for PFML. If the employee has received any SPFML payments from the City and their State PFML is denied, the employee will be required to repay the City for a leave under the Victims of Domestic Violence policy, those payments received.

**3. Time Recording**

~~Record your time using the time card codes provided by Payroll.~~

**L.N. Spousal Military Deployment Leave under Washington State Law**

Applies to: All employees

An employee who works an average of twenty or more hours a week and who is a spouse of a military service member may take up to fifteen days of unpaid leave while the military service members is on leave from deployment, or before and up to deployment, during times of military conflict declared by the President or Congress. An employee must provide Human Resources with notice of their intent

to take leave within five business days of receiving official notice of leave from deployment or of an impending call to duty. If applicable, this leave will run concurrently concurrent with FMLA leaves for deployment of a family member.

**M.O. Medical Leave of Absence (non FMLA)**

Applies to: Regular and limited term employees.

In addition to or in lieu of family leave, an unpaid leave of absence of up to six months may be granted in the case of an employee's disability when approved by the City Manager and when the leave will not adversely impact City operations. The request must be supported by a physician's certificate of necessity and reasonable expectation of a timely return to duty. Prior to application for a non-FMLA medical leave of absence, an employee's accrued sick leave, vacation leave, compensatory time, management leave and personal days must be exhausted.

**N.P. Leave of Absence Without Pay**

Applies to: Regular and limited term employees

Leave without pay is a temporary nonpaid status and absence from duty that occurs when an employee doesn't have enough, or does not qualify to use, paid time off for the absence. All paid leave banks must be exhausted prior to authorizing unpaid leave except when the reason for the leave does not qualify for paid sick leave or the leave is otherwise covered by Leave for Active Duty Military Service.

Leave without pay for an illness not covered by FMLA requires the Department Director approval. If such an absence exceeds three consecutive work days, the absence requires notification to the Human Resources Director and approval by the City Manager.

The City Manager may approve leave without pay for other personal reasons not covered by family leave, such as parenting or caring for an ill relative; other reasons in the best interest of the City and not solely for the employee's personal gain or profit. To request a leave of absence without pay for personal reasons, the employee shall submit a written request to the Department Director that states the reason for and the proposed length of the leave. If the Department Director approves of the leave, the Director will forward the request to the City Manager for consideration and provide a copy to the Human Resources Director. If the leave is approved, the employee and City Manager will enter into an agreement detailing the terms and conditions of the leave and a copy will be filed with Human Resources and payroll.

**O.Q. Continuation of Benefits**

Applies to: Regular and limited term employees.

Employees on any paid leave shall continue to receive all benefits including the accrual of vacation, sick leave, holiday pay, pension, and all insurance benefits. Employees in unpaid status shall not be entitled to and shall not accrue any of the benefits of the City, except as provided under family leave, FMLA.

**P.R. Bereavement Leave**

Applies to: Regular and limited term employees

Employees may be granted up to three days of paid leave per occasion to make arrangements for or to attend the funeral of, or memorial service for, a member of their immediate family. If more than three days leave is necessary, earned vacation, sick leave, personal days, management leave or compensatory time may also be used. The amount of time provided for bereavement leave will be based on the employee's regular daily work schedule, if working 8 hours, they would receive 8 hours of bereavement leave. If working an alternative schedule, they receive the number of hours they normally work on those days.

If while on approved vacation an employee has a death in ~~his or her~~their immediate family requiring the employee to engage in activities typically covered by bereavement leave, the employee may make a written request to the City Manager to convert the bereavement leave connected time from vacation leave to bereavement leave. The City Manager shall consider the facts involved and shall approve or deny the request.

Regular and limited term part-time employees will receive bereavement leave prorated based on the ratio of their normally scheduled work week to a forty-hour week.

**Q.S. Court and Jury Duty Leave**

Applies to: Regular and limited term employees  
Employees called to jury duty are strongly encouraged to fulfill their legal and civic responsibility. A regular or limited term employee will be granted leave at their regular rate of pay. Days during the period of summons when reporting to the court is not required are not covered by this leave.

During the regular work shift, an employee must report to work when not required to be in court. If the court pays the employee for the jury service, that payment must be turned in to the City. An employee is permitted to retain any mileage reimbursement received from the court. The amount of time provided for jury duty will be based on the employee's regular daily work schedule, if working 8 hours, they would receive 8 hours of jury duty leave. If working an alternative schedule, they receive the number of hours they normally work on those days.

An employee must inform their supervisor as soon as a summons is received, and on a daily basis as to court schedule.

Employees who have been subpoenaed for a job-related matter shall be compensated as for any other working time.

**R.T. Military Leave**

**1. Military Training**

Applies to: Regular and limited term employees

An employee may take up to twenty-one ~~work days~~workdays per year for ~~active required military duty training, trainings or drills~~ if he/she/the employee is a member of the Washington National Guard, the Army, Navy, Air Force, Coast Guard or Marine Corps Reserves of the United States. This leave is in addition to regular vacation leave. For purposes of this section, "year" shall mean from October 1 to September 30.

An employee will continue to receive ~~his or her~~their normal pay during such active duty training, provided a written copy of the orders is submitted to the supervisor prior to leave and a written copy of the release is submitted upon return. ~~If the active duty exceeds fifteen working days, the employee will be required to take the excess time first as compensatory time, vacation, and then leave without pay.~~

## ~~2. Active Duty Military Service~~

### U. Leave for Certain Volunteer Emergency Services Personnel

Applies to: Regular and limited term employees

~~Employees who are called to, or volunteer for active duty military service will be placed on an indefinite unpaid leave of absence for the entire time the employee is in an active duty status with any branch of the United States Armed Forces or state militia. The employee may, at his or her option, use any or all accrued vacation leave or comp time prior to moving to the unpaid status. Any unused leave accruals remaining at the time the unpaid leave begins will be held until return to active employment with the City. Vacation and sick leave will not accrue during the time of the unpaid leave. The employee may choose to continue dependent medical coverage under the City's health plans to the extent allowed under the underwriting rules of these plans. While the employee is in an unpaid status and unable to pay their portion of contributions for dependent health insurance, the City will pay the City's portion and the employee's portion of the cost. An employee will be required to pay back the employee portion of cost paid by the City through a repayment plan upon their return from active duty leave of absence. An employee choosing to do so needs to contact Human Resources to arrange the coverage and the payment plan prior to leaving for active duty.~~

~~Reinstatement following active duty will be in compliance with state and federal laws at the time of the return to work.~~

An employee may take necessary time to respond to call to an emergency service operation as unpaid firefighters, reserve officers, or civil air patrol members. Participation in trainings or other non-emergency activities are excluded from the provisions of this article.

Eligible employees may used their accrued leave to stay in a paid status.

### S.V. Victims of Domestic Violence Leave

Applies to: All employees

Employees who are victims of domestic violence, sexual assault, or stalking may take reasonable unpaid leave from work to take care of legal or law enforcement needs or to get medical treatment, social services assistance, or mental health counseling. Employees who are qualifying family members of a domestic violence victim are also eligible for leave under this policy.

~~While leave is unpaid, Regular employees may elect to use paid sick, vacation,~~ Supplemental Paid Family and Medical Leave, or other accrued paid time off while on leave.

Employees must give as much advance notice of the need for leave under this policy as is possible. Leave requests must be supported with one or more of the following:

- A police report indicating the employee or employee's family member was a victim.
- A court order providing protection to the victim.
- Documentation from a healthcare provider, advocate, clergy, or attorney.
- An employee's written statement that the employee or employee's family member is a victim and needs assistance.

For purposes of this section only, family member means child, spouse, parent, parent-in-law, grandparent or person the employee is dating. The City may request verification of family relationship.

## VII. STANDARDS OF EMPLOYEE CONDUCT

The City expects all employees to strive for excellence, to exhibit the City Values in their work, to accomplish organizational and individual performance goals and to provide superior customer service.

### A. Personal Appearance and Demeanor

Employees are expected to dress in attire appropriate to their job tasks and to behave in a professional, businesslike manner at all times.

Employees failing to adhere to City standards with respect to appearance and demeanor are subject to disciplinary action, up to and including termination.

### B. Absenteeism and Tardiness

Employees are expected to report for work promptly and maintain good attendance. The supervisor must be advised of absence or late arrival prior to the beginning of the shift. Absenteeism or tardiness that is unexcused may be grounds for disciplinary action, up to and including termination.

### C. Solicitations and Distribution of Literature

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not physically distribute literature, email, or post materials, sell merchandise, solicit financial contributions or otherwise solicit for any cause during working hours. Employees who are not on working time (for example on lunchtime or break) may not solicit employees who are on working time. An employee (including any employee with management responsibility) shall not directly solicit any employee ~~he or she~~ supervises ~~they supervise~~ or otherwise ~~exercises~~ exercise some element of control over. All employees shall recognize that any employee has the right to say "no" to any solicitation.

E-mail shall not be used to solicit employees for solicitation of any purpose type.

Employees may utilize such things as an employee newsletter or the employee lunch room bulletin board if approved by the City Manager's Office for personal messages of this nature. Violation of this policy may be grounds for disciplinary action, up to and including termination.

Non-employees are prohibited from distributing material or soliciting employees on City premises at any time.

**D. Drug-Free Workplace**

1. It is the policy of the City to maintain a drug-free workplace. Actions in violation of this policy are inconsistent with the behavior expected of employees, subject all employees and visitors to our facilities to unacceptable safety risks and undermine the City's ability to operate effectively and efficiently.
2. The unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance, alcohol or other intoxicant in the workplace or while engaged in City business on or off the premises or in a City vehicle is strictly prohibited. Such conduct is also prohibited to the extent that in the opinion of the City, it impairs an employee's ability to perform on the job or threatens the reputation or integrity of the City. Therefore:
  - a) When employees are on the job, they are expected to be physically free from any impairment or substance that could contribute to an injury, property damage, or interfere with productivity. An employee shall not consume any alcohol during lunch or any other break occurring prior to the end of that employee's work day. Workday in this context includes any evening meeting or other similar activity on behalf of the City. Employees are to be free of illegal drugs or potentially impairing levels of legal substances. In short, all City employees are expected to be "fit for work-duty, as defined in this handbook."
  - b) Use or possession of prescription or non-prescription medication is not prohibited when taken in accord with prescription or standard dosage recommendations. However, employees shall notify their supervisors when they are taking over-the-counter or prescription drugs that could prevent the employee from performing his or her/their job safely and effectively. The employee and supervisor shall work together to determine the employee's fitness for duty or to establish a light duty assignment if available and appropriate. If no agreement is reached, the fitness for duty determination shall be made by the Department Director, after consulting Human Resources.
  - c) An employee convicted of a controlled substance-related violation must inform the City within five days of such conviction.
  - d) Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination. The City may require employees who violate this policy to successfully complete a drug abuse rehabilitation program as a condition of continued employment.



- e) Employees may be required to submit to alcohol, drug or controlled substance testing when: an employee's work performance causes reasonable suspicion that the employee is impaired due to current intoxication, drug or controlled substance use; testing is required prior to appointment to a position; as a result of a job related accident when reasonable cause exists or if required by the Department of Transportation; or in cases where employment has been conditioned, in a return to work agreement, upon remaining alcohol, drug or controlled substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action up to and including termination. Testing information shall be confidential unless used in an employer action with regard to the employee.
  - f) Employees who voluntarily enter treatment programs for drug or alcohol addiction shall not be subject to discrimination or retaliation. Such occurrences will be regarded as medical conditions with regard to City provided benefits and rights. However, the City may condition continued employment on the employee's successful completion of treatment or counseling programs and future avoidance of alcohol, drugs or other controlled substances. The City has an employee assistance referral center to assist employees in dealing with personal problems. Details are available from the Human Resources Department.
3. In addition to previous sections. candidates applying for positions which require a valid Commercial Driver's License (CDL) will be subject to passing a pre-employment drug screening. All City employees in positions requiring a CDL must comply with the City's Drug and Alcohol Policy and Procedures Manual.

**E. Safety**

The City is committed to providing a safe and healthful working environment. The City makes every effort to comply with applicable federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies and programs conducive to such an environment. Safety policy is contained in the Safety and Accident Prevention Policy and departmental Safety Manual~~Manuals~~.

**F. Weapons**

No employee is authorized to carry a weapon, concealed or not, on City premises, in City vehicles, or while representing the City. An employee carrying a weapon in violation of this policy is subject to disciplinary action, up to and including termination.

**G. Workplace Violence**

It is the policy of the City to have zero tolerance of any acts or threats of violence by any employee in or about City facilities or elsewhere at any time. The City will not condone any acts or threats of violence against employees, customers or visitors in or about City premises at any time or while they are engaged in business with or on behalf of the City off City premises.

To ensure City objectives are attained, the City is committed to the following:

1. To provide a safe and healthful work environment, in accordance with the City safety policy.
2. To take prompt remedial action up to and including immediate termination against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive or threatening language or gestures.
3. To take appropriate action when dealing with customers or other visitors to City facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees from bringing unauthorized firearms or other weapons onto City premises.

In furtherance of this policy, employees have a duty to warn their supervisor, managers or Human Resources of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve themselves or other employees, customers or visitors and that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks and the like. Employee reports made pursuant to this policy will be held in confidence to the maximum possible extent. The City will not condone any form of retaliation against any employee for making a report under this policy.

Violation of this policy may be grounds for disciplinary action, up to and including termination.

#### **H. Tobacco and Vaping Free Workplace**

In order to maintain a safe and comfortable working environment and to ensure compliance with applicable laws, use of all tobacco products, including smoking and smokeless tobacco, and vapor products is prohibited at all City work locations and property, and in City owned vehicles. Smoking and vaping is prohibited within 25 feet of all building entrances, windows that open and ventilation intakes. Violation of this policy may be grounds for disciplinary action, up to and including termination.

#### **I. General Conduct**

Employees are expected to conduct themselves in an appropriate, professional manner. Examples of behavior that are inappropriate include, but are not limited to:

1. Insubordination (~~as defined in Section 3~~);
2. Theft or other criminal activity;
3. General dishonesty including falsifying employment or other City records;
4. Failing to maintain confidentiality of City information;
5. Unwillingness or inability to maintain an acceptable level of work performance.

Violation of this policy may be grounds for disciplinary action, up to and including termination.

**J. Searches of Property**

Employees should be aware that all offices, desks, files, computers, City-issued cell phones, lockers and vehicles are the property of City and are issued for the use of employees only during their employment with the City. It may be necessary to conduct searches of employee personal property in City facilities or vehicles. In addition, the City reserves the right to search any employee's office, desk, files, locker or any other area or article on City premises. Searches may be conducted at any time without advance notice. Searches must be conducted by and authorized by the City Manager. Where reasonable, the search will be conducted by more than one person.

Employees may not use a personal lock on City property or lockers, unless authorized and only if a copy of the key or combination is retained by the City.

Violation of this policy may be grounds for disciplinary action, up to and including termination.

**K. Corrective Action Procedure**

**1. Progressive Discipline**

In taking disciplinary action, managers and supervisors may use a variety of measures. Where appropriate, managers and supervisors will follow a program of progressive discipline designed to give the employee the opportunity to correct behavior before it becomes a serious problem. Supervisors and managers also have the responsibility to provide behaviorally-specific feedback, either orally or in writing as appropriate, to employees to enable them to make improvements in their performance or correct the behavior that was a problem.

Please note that any or all of the steps outlined below or other appropriate measures may be utilized, depending upon individual circumstances and the nature of the offense. Serious discipline, including immediate termination may occur even on the first offense, in some circumstances, depending on the severity of the situation.

The degree of corrective action depends on the severity of the situation. It is the responsibility of the supervisor to objectively evaluate the circumstances and facts involved and to consult with the Human Resources Director before beginning such action.

The City may use administrative leave with pay while conducting an investigation into an alleged wrongdoing. This leave may be used when it is necessary to remove the employee from the work place pending the outcome of the investigation.

The following are examples of a pattern of progressive discipline

**a) Step One: Verbal Warning**

This step is used for relatively minor offenses and problems. The supervisor verbally discusses the concerns with the employee and lets the employee know the nature of the problem. Written documentation of the verbal warning shall be placed in the employee's personnel file.

**b) Step Two: Written Warning**

This step is used for a repeated offense where the discipline in Step 1 has failed to correct the problem or behavior, or for more serious problems that initially require stronger action. Under this step, a written warning is given to the employee and put in the employee's personnel file documenting the problem.

**c) Step Three: Suspension**

This step is used for repeated offenses where Steps 1 and 2 have failed to correct the problem or behavior, or for more serious problems that initially require stronger corrective action than the above steps. An employee is sent home without pay for a specified period of time. For an exempt employee, unpaid suspensions shall be in increments of workweeks. An exempt employee may also be given a period of time off with pay to make a personal decision as to whether to change behavior and continue employment with the City. Prior to a decision to suspend an employee, a pre-disciplinary hearing must be held.

**d) Step Four: Termination**

This step is to be used for instances where an employee has failed to correct their behavior after previous discipline or if there is a serious violation of City standards of conduct where immediate termination is warranted. Prior to a decision to terminate an employee, a pre-disciplinary hearing must be held.

Other examples of disciplinary methods that may be used include withholding a scheduled pay increase, pay reduction and demotion; these also require a pre-disciplinary hearing before the decision is made.

**2. Pre-Disciplinary Hearing.**

This section does not apply to at will employees or to employees who have not completed their initial orientation period.

When considering discipline that would deprive an employee of pay, such as a step three suspension or step four termination, the City will conduct a pre-disciplinary hearing. The hearing serves as a check against a mistaken decision and as an opportunity for an employee to furnish reasons why ~~he or she~~they should not be disciplined before the decision is finalized.

**a) Notice to the Employee**

The employee shall be provided with a notice of the pre-disciplinary hearing.

The notice shall include an explanation of the charges on which the potential discipline is based, and the time and date for the hearing.

**b) At the Hearing**

The hearing will be presided over by the Department Director or a designated representative. The hearings are intended to be informal. The employee will be given an opportunity to explain why the serious discipline should not be taken. The employee may bring one person to the hearing as a representative. If the employee fails or refuses to appear, the Department Director shall determine the discipline without the employee's input.

**c) After the Hearing**

After the hearing, the Department Director will consider the information provided and will consult with the Human Resources Director. As soon as possible, the director will issue the decision. A longer review period may be required in more complex situations, and the employee will be so informed.

**L. Complaint Resolution Procedure**

**1. Resolving Conflict Informally**

It is natural to have misunderstandings and conflict in organizations. The purpose of this procedure is to provide a method for the resolution of such matters in a positive and constructive manner and to give employees a means of airing complaints regarding their employment. Employees and supervisors are encouraged to resolve the causes of conflict or disputes between themselves informally whenever possible.

**2. Resolving Conflict Formally**

When informal resolution fails, an employee may file a complaint in a more formal manner following the procedure outlined below. No retaliation, disciplinary action or discrimination shall occur because of the filing of a bona fide complaint under this procedure. The procedure should not, however, be construed as preventing, limiting, or delaying the City from taking disciplinary action against any employee up to and including termination where disciplinary action is deemed appropriate.

An employee who has been involuntarily separated from employment with the City has the right to participate in this process pursuant to the terms outlined below. Any complaint by a terminated employee must begin with step 3.

**a) Complaint Definition**

A complaint is a written allegation by an employee or former employee who has been involuntarily terminated that ~~he or she has~~they have not been treated according to the personnel policies, or other rules or regulations.

**b) 30 Days to Initiate a Complaint**

Complaints must be initiated within 30 days of the alleged act and a copy of the complaint provided to Human Resources.

**c) Step 1 Present Complaint to Supervisor**

An employee should present the complaint to the supervisor and request time to meet and discuss the complaint. In consultation with Human Resources, the supervisor shall consider the complaint and all relevant information and respond to the employee in a timely manner.

**d) Step 2 if Needed**

If the problem is not resolved at Step 1, the employee shall next request a meeting with the Department Director. In consultation with Human Resources, the Department Director will conduct an investigation and review the matter with appropriate persons. The Department Director shall respond to the employee within 10 working days, unless the response will take longer, in which case the director will keep the employee informed when the response will be available.

**e) Step 3 Final Step if Needed**

If the problem is not resolved at Step 2 and the employee wishes to pursue the complaint, ~~he or she~~they shall request a meeting with the City Manager. The City Manager shall meet with the employee. The City Manager shall also conduct an investigation or otherwise consider information relevant to the complaint.

The City Manager shall issue a decision within 15 working days unless more time is needed, in which case the City Manager shall keep the employee informed of when the response will be available. The City Manager's decision shall be final and binding on the parties.

**VIII. SEPARATION FROM EMPLOYMENT**

**A. Resignation**

The City expects a resigning employee to give written notice to their supervisor at least ~~14 days~~two calendar weeks in advance of the final working day.

**B. Unauthorized 3 Day Absence**

Unauthorized absence from work for a period of three consecutive days will be considered as a voluntary resignation, unless the employee can provide a reasonable explanation to the Department Director.

**C. Separation Procedures**

The Human Resources Department will verify an employee's separation date and notify payroll. A final paycheck will be issued to the employee on the next regular payday after completion of the following: exit interview, return of City keys, car, ID card, credit cards, bus pass, tools and equipment, uniforms, printed materials, and any other property or resources which had been made available to the employee. In addition, Human Resources will resolve the status of retirement plans, insurance conversions, and deferred compensation programs, and will conduct an exit interview.

**D. Reduction in Force, Layoff and Recall**

The City retains the sole and exclusive right to decide whether a reduction in force or layoff is necessary and to select the operational unit(s) in which layoffs will occur. This shall include, but not be limited to, circumstances where there are changes in duties, a reorganization or change in operational structure position(s) or service(s) are abolished, there is a lack of work, shortage of funding or for other legitimate business reasons.

**1. Notice**

When a layoff is anticipated, employees whose jobs are affected will be notified in advance and will be provided an opportunity to meet with the Department Director prior to implementation of the layoff. The purpose of this meeting is to give the affected employee an opportunity to ask questions and to better understand the business reason why management selected that position for

layoff. The employee may also offer additional information for consideration prior to a final decision being made and before the layoff is implemented.

**2. Order of Layoff**

Layoffs are determined by classification on an organization-wide-basis.

Extra help employees performing similar work will be terminated prior to regular employees being laid off.

Regular employees will be retained based on their ability to perform work needed to meet program and organizational needs.

Where there is no demonstrable difference in ability to perform, employees with longer service will be retained.

**3. Alternatives to Layoff**

The City retains the right to mitigate the need for layoffs by transferring employees who would otherwise be impacted by layoffs to equivalent available vacant positions. Additional options such as part-time work schedules, job sharing, voluntary demotions and voluntary time and/or pay reductions, or furloughs may also be explored, at the discretion of the City Manager.

**4. Layoff Support**

Regular full-time and regular part-time employees are eligible for Layoff Support. Once the employee has been notified of the future layoff, the employee shall be eligible for:

- a) Job search assistance, tailored to the particular circumstances and authorized by the City Manager.
- b) Limited time off for interviewing, subject to the approval of the Department Director.

**5. Severance**

Regular full-time and regular part-time employees are eligible for severance. Extra-help and limited term employees are not eligible for severance. After the layoff takes effect, the employee shall be eligible to receive a severance package based on their budgeted FTE consisting of the following:

Years of Service	Severance Package
1 – 4 years	2 weeks salary + 10% sick leave
5 – 9 years	4 weeks salary + 10% sick leave
10 – 14 years	6 weeks salary + 10% sick leave
15 – 19 years	8 weeks salary + 10% sick leave
20+ years	10 weeks salary + 10% sick leave

If the employee leaves employment at the City prior to the layoff date, the employee is not eligible for the severance package.

**6. Rehire List**

Any regular employee who is laid off shall be placed on a City rehire list for a period of one year from the date of layoff. An employee shall not be placed on the rehire list if the employee leaves employment at the City prior to the layoff

date. The City will honor an employee's written request to not be placed on or to be removed from the list.

An employee on the Rehire List shall be deemed eligible for an open regular position when:

- The employee meets the minimum qualifications listed on the classification specification based on the information contained in the employee's personnel file; and
- The position is in a salary range equal to or lower than the salary range of the position the employee was in on the date of layoff.

When hiring for any vacancy, the Department Director shall first consult Human ~~with~~ Resources to determine if any employee on the rehire list is eligible for the vacancy. If there is an eligible employee on the rehire list, the employee shall be offered the position. In the case of more than one eligible employee on the rehire list, the position shall first be offered to the employee with the longest term of service with the City.

The employee has seven calendar days from the time the offer is sent to accept the offer; failure to do so will be considered a refusal.

An employee accepting a demotion to a position in a lower salary range shall remain on the list for the remainder of the year (based on the original layoff date).

An employee shall be removed from the list upon rehire by the City, a third refusal of a City job offer or the expiration of one year, whichever comes first.

If a department has a need to hire extra help while the City has any employees on the Rehire List, the Department Director shall first contact Human Resources before taking any other steps to hire the extra help. The extra help opportunity shall first be offered to any employees on the rehire list meeting the minimum requirements (in order of service with the City – longest first). Only if all eligible employees on the Rehire List refuse the extra help opportunity may the department proceed to outside hire. Neither acceptance nor refusal of an extra help opportunity shall affect an employee's status on the Rehire List.

**E. Furlough (Temporary Reduction in Hours)**

A furlough is a temporary reduction of work hours due to a lack of work, shortage of funding, or for other business reasons. The City retains the sole and exclusive right to decide whether a temporary reduction in force is necessary and to select the operational unit(s) and positions for which furloughs will occur. During a furlough, the employment relationship remains intact and the individual who is furloughed continues to be an employee of the organization and will resume their regular position duties at the conclusion of the furlough. During a furlough, the employee is in an unpaid leave of absence status. A furlough differs from a layoff in that with a layoff, the employment relationship is severed. An employee who is laid off is no longer employed with the organization; they are separated from employment and considered terminated.



**Increments of Furlough:** Furloughs may occur in increments of a work day, a partial work week or full workweek, or months.

**FLSA Exempt Status Change:** FLSA exempt (salaried) employees may have their FLSA status temporarily changed to non-exempt (hourly) status during a partial workweek furlough.

**Restriction to Work:** During a furlough an employee is prohibited from performing work of any kind.

**Notice:** When a furlough is anticipated, employees whose jobs are affected will be notified in advance to allow time to make any necessary personal financial arrangements and to minimize the impact due to the anticipated loss of income.

**1. Impact of Furlough on Work Schedule and Pay**

Furloughs are considered a leave without pay. Time while furloughed will not count toward the calculation of overtime.

Overtime is not to be used as a method for making up time and earnings lost due to a furlough.

Employees may not substitute paid leave for mandatory furlough days. However, if an employee is absent on the scheduled furlough day(s) due to a Worker's Comp injury, alternative furlough day(s) will be arranged.

If an employee is on a furlough day and is requested to return to work, they will be paid according to the applicable City policy and an alternative furlough day(s) will be scheduled.

**2. Impact on Benefits During a Furlough**

While on a furlough an employee does not earn sick or vacation leave accruals for any period of unpaid time.

All leave accruals earned prior to a furlough will be retained and will be available for use upon return from furlough.

An employee's anniversary date will be adjusted for any furloughs greater than three (3) consecutive months.

Health insurance benefits and premiums paid by the City remain intact and uninterrupted during a furlough of three (3) or less consecutive months. Employees will be required to self-pay or reimburse the City for their portion of any benefit premium that would otherwise be deducted from their regular paycheck.

For furloughs greater than three consecutive months in length, the employee will have the option to continue health benefits through COBRA.

**3. Furlough Support**

Regular full time and regular part time employees who are subject to a furlough may be eligible for additional support services including:

- Access to the Employee Assistance Program while on furlough.
- Unemployment compensation and worker retraining services.

**4. Employees on Protected Leave**

An employee who is on protected leave (e.g., family medical leave) may also be furloughed; however, under no circumstances may an employee be furloughed *because* they are on protected leave.

**5. Appeal Process**

Unless otherwise provided for under City policies, a collective bargaining agreement, or the law, reductions in force and furloughs are not subject to the grievance process nor subject to appeal.

**6. Unemployment Compensation**

Eligibility for unemployment compensation is subject to evaluation and determination by the Washington State Employment Security Department. Employees are directed to contact the Washington State Employment Security Department to determine eligibility in the event of a reduction in work hours due to furlough.

**7. Shared Work Program**

The City of Shoreline participates in the Shared Work program, administered by the Washington State Employment Security Department. This program provides eligible employees an opportunity to receive unemployment benefits when their regular work hours are reduced due to a furlough.

**8. Return to Work Following a Furlough**

At the completion of the furlough period employees will be returned to the same position they held prior to the furlough except when it is determined by the City Manager that further action is needed or if a reduction in force and layoff process is initiated.

**IX. CLOSING STATEMENT**

~~Welcome~~ We are pleased that you have chosen to be part of our Shoreline team. ~~if~~ you have any questions about the information contained in this handbook, please ask your supervisor or visit Human Resources.

## X. APPENDIX A - CODE OF ETHICS

The purpose of the City of Shoreline Code of Ethics is to strengthen the quality of government through ethical principles which shall govern the conduct of the City's elected and appointed officials, and employees, who shall:

1. Be dedicated to the concepts of effective and democratic local government.

Guidelines:

Democratic Leadership: Officials and staff shall honor and respect the principles and spirit of representative democracy and set a positive example of good citizenship by scrupulously observing the letter and spirit of laws, rules and regulations.

2. Affirm the dignity and worth of the services rendered by government and maintain a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships.

Guidelines:

Public Confidence: Officials and staff shall conduct themselves so as to maintain public confidence in city government and in the performance of the public trust.

Impression of Influence. Officials and staff shall conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.

4. Recognize that the chief function of local government at all times is to serve the best interests of all the people.

Guidelines

Public Interest: Officials and staff shall treat their office as a public trust, only using the power and resources of public office to advance public interests, and not to attain personal benefit or pursue any other private interest incompatible with the public good.

5. Keep the community informed on municipal affairs; encourage communication between the citizens and all municipal officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Guidelines

Accountability: Officials and staff shall assure that government is conducted openly, efficiently, equitably and honorably in a manner that permits the citizenry to make informed judgments and hold city officials accountable.

Respectability: Officials and staff shall safeguard public confidence in the integrity of city government by being honest, fair, caring and respectful and by avoiding conduct creating the appearance of impropriety or which is otherwise unbecoming a public official.

6. Seek no favor; believe that personal benefit or profit secured by confidential information or by misuse of public time is dishonest.

Guidelines

Business Interests: Officials and staff shall have no beneficial interest in any contract which may be made by, through or under ~~his or her~~their supervision, or for the benefit of ~~his or her~~their office, or accept directly or indirectly, any compensation, gratuity or reward in connection with such contract unless allowed under State law.

Private Employment: Officials and staff shall not engage in, solicit, negotiate for, or promise to accept private employment or render services for private interests or conduct a private business when such employment, service or business creates a conflict with or impairs the proper discharge of their official duties.

Confidential Information: Officials and staff shall not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

Gifts: Officials and employees shall not directly or indirectly solicit any gift or accept or receive any gift whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form - under the following circumstances: (a) it could be reasonably inferred or expected that the gift was intended to influence the performance of official duties; or (b) the gift was intended to serve as a reward for any official action on the official's or employee's part.

Investments in Conflict with Official Duties: Officials and employees shall not invest or hold any investment, directly or indirectly, in any financial business, commercial or other private transaction that creates a conflict with their official duties.

Personal Relationships: Personal relationships shall be disclosed in any instance where there could be the appearance of a conflict of interest.

Business Relationships: Officials and staff shall not use staff time, equipment, or facilities for marketing or soliciting for private business activities.

Reference Checking: Reference checking and responding to agency requests are a normal function of municipal business and is not prohibited if it does not adversely affect the operation of the City.

7. Conduct business of the city in a manner which is not only fair in fact, but also in appearance.

#### Guidelines

Personal Relationships: In quasi-judicial proceedings elected officials shall abide by the directives of RCW 42.36 which requires full disclosure of contacts by proponents and opponents of land use projects which are before the City Council. Boards and Commissions are also subject to these fairness rules when they conduct quasi-judicial hearings.

Not knowingly violate any Washington statutes, City ordinance or regulation in the course of performing their duties.

**XI. CITY OF SHORELINE EMPLOYEE HANDBOOK ACKNOWLEDGMENT**

I understand that the information contained in the Employee Handbook represents guidelines only and that the City reserves the right to modify, amend or terminate these policies at any time.

I understand that these policies are not a contract of employment, express or implied, or a guarantee of employment for any specific duration between me and the City and I should not view it as such.

I acknowledge receipt of these policies and have read and understand their contents.

Employee's  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

SUMMARY OF CHANGES TO EMPLOYEE HANDBOOK – ATTACHMENT B

Subject/Location	Revisions Made	Comment
II. Applicability and Authority – Local, State or Federal Law	In cases where these policies conflict with local, state, federal law, <a href="#">or a collective bargaining agreement</a> , the provisions of local, state, federal law or <a href="#">a collective bargaining agreement</a> will govern.	Added collective bargaining agreement as superseding handbook
Gender Reference (he/she, him/her) Throughout Document	<a href="#">Employee, They, Their</a>	Changed to gender neutral reference
III. Definitions	<p><b>A. <u>Accrued Leave</u></b>  <a href="#">Leave accruals earned but not yet taken including: sick leave, vacation leave, comp time, management leave, or personal days.</a></p> <p><b>B. <u>Alternative Work Schedule</u></b>  <a href="#">A work schedule which is different from the standard 8:00 – 5:00, Monday to Friday schedule.</a></p> <p><b>H. <u>Core Hours</u></b>  Those hours during which City offices are open to the public and during which staffing is available to provide service to our customers. Core hours for the City are 8:00 a.m. to 5:00 p.m. Monday through Friday. <a href="#">Individual departments may establish different core hours for purposes of performing their operations with City Manager approval.</a></p> <p><b>I. <u>Demotion</u></b>  Any case where a regular employee moves <del>on a non-temporary basis to a different</del> <a href="#">an ongoing regular</a> position in a <a href="#">classification in a</a> lower salary range <del>with the exception of,</del> <a href="#">except for</a> such movement resulting from a compensation study or salary survey.</p> <p><b>L. <u>Domestic Partner</u></b>  The individual named in a current, valid Affidavit of Marriage/Domestic Partnership on file with the City’s Human Resources Department. The Partnership may be of the same or opposite sex. <del>The Partnership</del> <a href="#">and</a> must satisfy the following criteria:</p> <ul style="list-style-type: none"> <li>• Partners shall not be part of another Domestic Partnership or marriage.</li> <li>• Partners shall be mentally competent, 18 years of age or older, not related by blood closer than permitted for marriage under RCW 26.04.020.1a and .2.</li> <li>• Partners share a regular and permanent residence and living expenses.</li> </ul>	<p>New definition</p> <p>New definition added</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p>

SUMMARY OF CHANGES TO EMPLOYEE HANDBOOK – ATTACHMENT B

	<p><b>N. <u>Employment Status Definitions</u></b>  <b>4. Extra Help</b>  A position that is employed in activities related to seasonal programs, variable intermittent workloads, <a href="#">short duration</a>, or ongoing work of less than 20 hours a week, further defined below.</p> <p><b>c) Less than 20 Ongoing</b>  Work that is ongoing and consistent with few hours but regularly scheduled each week.  Maximum Hours:</p> <ul style="list-style-type: none"> <li>• 1,040 a year and</li> <li>• an average of <a href="#">less than</a> 20 per week during the first 3 months of employment and during 12 months of employment.</li> </ul> <p><b>O. <u>ESD:</u></b>  <a href="#">Washington State Employment Security Department.</a></p> <p><b>P. <u>Exempt Employee</u></b>  An employee exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) as defined by that Act or applicable state law and designated as such by the City Manager. Exempt positions are so indicated on the salary table adopted by the City Council <a href="#">and often referred to as salaried employees.</a></p> <p><b>R. <u>Flex-time-schedule</u></b>  A work schedule that permits flexible starting and quitting times or other alternative work schedules within limits set by the respective Department Director.</p> <p><b>S. <u>FMLA</u></b>  <a href="#">Family and Medical Leave Act enacted by the U.S. Federal Government.</a></p> <p><b>T. <u>FMLA Covered Family Member</u></b>  <a href="#">An employee may use FMLA to care for the following family members: employee's child, parent, or spouse. An employee may also use FMLA to care for next of kin who has a serious health condition as a result of military service.</a></p> <p><b>Z. <u>Non-Exempt Employee</u></b>  An employee covered by the minimum wage and overtime provisions of the Fair Labor Standards Act, <a href="#">often referred to an hourly employee.</a></p> <p><b>AA. <u>Normal Pay Base Pay Rate</u></b>  Pay for scheduled hours of work at 1.0 (one) times the hourly rate of pay.</p>	<p>Existing policy clarification</p> <p>Added as part of new WA State Paid Family Leave policy</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p> <p>New definition added</p> <p>New definition added</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p>
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SUMMARY OF CHANGES TO EMPLOYEE HANDBOOK – ATTACHMENT B

	<p><b>BB. PFML</b>  <a href="#">Paid Family and Medical Leave enacted by and administered through the State of Washington.</a></p> <p><b>CC. PFML Benefit Payment:</b> <a href="#">Weekly wage replacement benefit paid an employee who is enrolled in and receiving leave benefits through the State of Washington Paid Family and Medical Leave (PFML).</a></p> <p><b>DD. PFML Covered Family Member</b>  <a href="#">An employee may utilize Paid Family and Medical Leave to care for the following family members: employee’s child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, sons and daughters-in-law, and the employee’s spouse or domestic partner.</a></p> <p><b>EE. PFML Qualifying Period</b>  <a href="#">A qualifying period is the first four of the last five completed calendar quarters or, if that does not get the employee to the required 820 hours, the last four completed calendar quarters immediately preceding the application for leave.</a></p> <p><b>FF. Promotion</b>  Any case where a regular employee moves <del>on a non-temporary basis</del> to a different <del>position</del>-<a href="#">classification on an ongoing basis</a> in a higher salary range, with the exception of such movement resulting from a compensation study or salary survey.</p> <p><b>GG. Separation from Service</b>  Any case where employment ends through death, retirement, resignation, layoff or <del>otherwise</del>-<a href="#">other reason that results in</a> a termination of employment.</p> <p><b>II. Step Increase Date</b>  The date that is used for the purpose of <del>annual performance review and a</del> step increase. Usually the step increase date is the date the employee began work in <del>his or her</del> <a href="#">their</a> current position, but adjustments shall be made proportionate to any unpaid time off.</p> <p><b>JJ. Supplemental Benefit</b>  <a href="#">Use of accrued leave and Supplemental Paid Medical and Family Leave to cover the difference (gap) between the partial wage replacement payment provided through Washington State Paid Family and Medical Leave and an employee’s regular full pay check.</a></p>	<p>Added as part of new WA State Paid Family Leave policy</p> <p>Added as part of new WA State Paid Family Leave policy</p> <p>Added as part of new WA State Paid Family Leave policy</p> <p>Added as part of new WA State Paid Family Leave policy</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p> <p>Added as part of WA State Paid Family Leave policy</p>
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SUMMARY OF CHANGES TO EMPLOYEE HANDBOOK – ATTACHMENT B

	<p><b>LL. <u>Transfer</u></b>  Any case where a regular employee moves <del>on a non-temporary basis</del> to a different <del>position</del> <u>classification on an ongoing basis</u> in the same salary range <u>as the classification they are moving from</u>.</p> <p><b>MM. <u>Waiting Period</u></b>  <u>The time period between when one is approved for Paid Family and Medical Leave benefits and when one receives their first wage replacement check.</u></p> <p><b>NN. <u>Work Location</u></b>  Work locations are the places employees work. The locations include city-owned buildings, adjacent structures and parking lots, and grounds. <u>Current work locations include:</u></p> <p style="padding-left: 40px;">City Hall: 17500 Midvale Avenue N  Hamlin Park Maintenance Yard: 16006 15<sup>th</sup> Avenue NE  North Maintenance Facility: 19547 25<sup>th</sup> Avenue NE  Richmond Highlands Recreation Center: 16544 Fremont Avenue N  <del>Shoreline Pool: 19030 1<sup>st</sup> Avenue N.E.</del>  Spartan Recreation Center: 202 NE 185<sup>th</sup> Street</p> <p><b>OO. <u>Work Week</u></b>  A fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods. The standard workweek for employees consists of the period from 12:01 a.m. Sunday to 12:00 midnight the following Saturday. <u>Other regular work weeks may be established, but</u> where a different workweek is required, the City Manager will define an appropriate workweek and communicate that to the employees.</p> <p><b>PP. <u>Y-Rating</u></b>  The continuation of a regular employee’s salary above the highest step of a <del>new</del> <u>salary range when a classification is reassigned to a lower</u> salary range as a result of <del>the salary range for the position being lowered due to a market survey or</del> other factors.</p>	<p>Existing policy clarification</p> <p>Added as part of WA new State Paid Family Leave policy</p> <p>Updated list of City facilities</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p>
<p>IV. Employment Policies</p>	<p><b>A. <u>Recruitment and Selection</u></b></p> <p><b>1. <u>External and Internal Recruitment</u></b>  <u>Selecting Candidates for an Interview:</u> The hiring manager will review the applications and identify candidates that will proceed to an interview. Additionally, all regular employees who applied will be granted an interview</p>	<p>Existing policy clarification</p>

SUMMARY OF CHANGES TO EMPLOYEE HANDBOOK – ATTACHMENT B

	<p><del>provided if they possess the experience and training, and other qualifications listed in the job description for the position <a href="#">announcement</a>.</del></p> <p><b>2. Internal Recruitment Only</b>          The Department Director, after consultation with the Director of Human Resources, will determine if an opening will be available internally only. <a href="#">All employees who are currently working for the City would be considered internal applicants.</a></p> <p><u>Job Posting and Application:</u> Human Resources will announce openings through email, directing interested employees to apply through the City’s web page with links to the application process. The opening will be posted for a minimum of five working days <del>any employee may apply.</del></p> <p><u>Selecting Candidates for an Interview:</u> The hiring manager will review the applications and identify candidates that will proceed to an interview. All regular employees who applied will be granted an interview <del>provided if they possess the experience and training and other qualifications listed in the job description for the position.</del> <a href="#">announcement.</a></p>	<p>Existing policy clarification</p>
	<p><b>D. Prohibited Political Activities</b></p> <p><b>3. Elected Office, Commission or Board Service</b>          Employees may not serve as an elected official of the City, a member of a City commission, or a member of a City board while an employee of the City. <a href="#">Employees that serve as an elected or appointed official for another governmental entity must comply with the provisions and restrictions of this subsection D.</a></p>	<p>Existing policy clarification</p>
	<p><b>F. Employee Orientation</b></p> <p><b>2. Orientation Period for Promoted, <a href="#">Demoted</a> or Transferred Employees</b>          A promoted, <del>or</del> transferred <a href="#">or demoted</a> employee shall serve a 3-month orientation period in the new position, <a href="#">if they have never worked in nor served an orientation period in the classification previously.</a> Upon the recommendation of the Department Director and the Human Resources Director, the orientation period may be extended up to an additional 3 months at the discretion of the City Manager.</p> <p>The promoted, <del>or</del> transferred <a href="#">or demoted</a> employee may be removed from the new position at any time prior to the completion of the orientation period by</p>	<p>Existing policy clarification</p>



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<p>V. General Working Conditions and Personnel Administration</p>	<p><b>B. <u>Breaks</u></b></p> <p><b>1. Lunch and Rest Breaks</b>  All employees working an 8-hour day shall be entitled to at least a one half hour unpaid meal period within five hours of the beginning of their shift, and scheduled as close to the midpoint of the day as possible. In addition, employees are entitled to a paid ten-minute rest break for each four hours of working time. Employees who are able to take a break as needed do not have to take a formally scheduled break and it is the employees' responsibility to take these breaks. Breaks shall be arranged so as not to interfere with normal business operations. All <a href="#">lunch and rest breaks</a> should be taken away from the employee's immediate work area. Breaks cannot be combined or saved until the end of the day in order to arrive at work late or to leave work early.</p> <p><b>2. Lactation Breaks</b>  For one year after her child's birth, nursing employees are allowed to take reasonable breaks to express breast milk whenever the nursing employee feels it is necessary to do so. A private space for this purpose will be established at all City work locations. <del>If you need.</del> For more information on the <a href="#">designated lactation space at your work location</a>, <a href="#">an employee should contact a</a> her supervisor or Human Resources.</p> <p><b>C. <u>Overtime</u></b>  This section applies to non-exempt employees. Employees will receive compensation for approved time in paid status in excess of 40 hours in a work week. Employees receiving <a href="#">who have been authorized for and who earned overtime</a> overtime will be paid at one and one-half the regular <a href="#">base</a> hourly rate of pay. All overtime must be authorized in advance by the supervisor.</p> <p><b>H. <u>Inclement Weather and Natural Disaster</u></b>  A non-exempt employee who is unable to get to work or who leaves work early because of weather or natural disaster conditions may either charge the time missed against accrued vacation leave, compensatory time, <a href="#">or with approval, may take leave without pay</a> for the time missed. Tardiness due to an employee's inability to report for scheduled work because of severe weather conditions may be allowed up to one hour at the beginning of the work day or at the discretion of the City Manager, <a href="#">or their designee</a>. Inclement weather or natural disaster tardiness in excess of that allowed by the City Manager shall be charged as provided above.</p>	<p>Existing policy clarification</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p>
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	<p><b>I. Performance Evaluations <u>Planning and Appraisal</u></b>          Each regular employee's performance will be <del>evaluated</del> <u>reviewed</u> by <del>his or her</del> <u>their</u> supervisor on an ongoing basis. The City also has a formal performance evaluation <del>evaluation</del> <u>appraisal</u> system.</p> <p>Employees who disagree with their formal performance <del>evaluations</del> <u>appraisal</u> may provide comments on the evaluation form itself and may also submit a rebuttal in writing that will be <u>physically or electronically</u> attached to a copy of their performance <del>evaluation</del> <u>appraisal</u> and kept in their official personnel file.</p>	<p>Existing policy clarification</p>
	<p><b>J. Classification and Compensation Plan</b></p> <p><b>2. Classification Review</b>  <u>Requesting a Classification Review</u></p> <p><b><u>Management Requested Classification Review:</u></b> A Department Director, <del>with the approval of the City Manager,</del> may request a classification review when planning to change the assigned duties of a position <del>within,</del> <u>or if they believe position duties being performed are outside of the current classification specifications within the next calendar month.</u></p> <p><b><u>Employee Requested Classification Review:</u></b> An employee who does not believe that their classification accurately reflects the current duties of the position may request in writing <u>to the Human Resources Director</u> a classification review if it has been more than one year since the last classification review and the majority of duties have changed.</p> <p><u>Performing the Classification Review</u></p> <p>The Human Resources Department performs the classification review and will ask the requestor for updated job information which may include the use of a job analysis questionnaire.</p> <p>After review by the Department Director and the Human Resources Director, any changes shall be recommended to the City Manager for reclassification as appropriate. The City Manager retains the final authority to approve or disapprove changes in classifications, within budgetary guidelines, and/or assignment of duties to employees. Any changes resulting from <del>an employee a</del> request for a classification review will be retroactive to the date of <u>written</u> <u>submittal of the request for review to the Human Resources Director. An employee who is reclassified is considered to have met the requirements of an</u></p>	<p>Existing policy clarification</p>

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	<p><u>orientation period and will not need to serve an orientation period in their newly reclassified position.</u></p> <p><b>3. Steps and Increases</b>          The compensation plan consists of six salary steps which are referred to <u>ranging from Step 1 to Step 6</u>, as <u>reflected in the annual salary range schedule</u>. Step 1 is the minimum; Step 6 is considered a training step. In general, there is <u>a 2.5% difference between ranges, and a 4% difference between steps are set at 4% increments—within a range.</u></p> <p><b>4. Starting Rates of Pay</b>          Circumstances that support hiring above step 1 include:</p> <ul style="list-style-type: none"> <li>a) Additional and directly applicable education or experience above the minimum requirements;</li> <li>b) Market conditions, <del>including the applicant's current salary,</del> that support a higher starting salary;</li> <li>c) The proposed higher salary will not create inequities with existing internal salaries.</li> </ul> <p><b>5. Promotion</b>          A regular employee receiving a promotion shall be placed in the <del>first</del> <u>closest</u> step in the new salary range that provides for at least a 5% increase. or the top step of the new salary range if there is not a step that allows at least a 5% increase. The employee's promotion date becomes the employee's <u>new</u> step increase date.</p> <p><b>7. Demotion</b>  <u>Disciplinary Demotion.</u> If the demotion is a result of a disciplinary action, the employee shall be placed in the highest step in the new salary range that provides for a decrease. The demotion date will become the employee's new <u>annual</u> step increase date.</p> <p><u>Any Other Demotion.</u> If the demotion is a result of any reason other than discipline and the employee's current salary is within the new salary range, the employee shall remain at the same rate of pay until the employee's next step increase date. On the step increase date, <u>if the employee has not reached the top step of the salary range,</u> the employee shall move to the next step in the new salary range that provides for an increase. The employee shall retain the same step increase date.</p>	<p>Existing policy clarification</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p>
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	<p><b>8. Y-Rating</b>                  When a regular employee’s position has been y-rated, the employee will remain at the same rate of pay until the salary range increases enough to include that rate. At that time, the employee shall be placed <u>at the equivalent rate of pay</u> in the <del>first step</del> <u>new range</u> that does not <del>provide for</del> <u>result in</u> a decrease. No COLA <u>Cost-of-Living Adjustment</u> or step increase will be awarded during this period.</p> <p><b>10. Out-of-Class Pay</b>                  When a Department Director or the City Manager assigns a regular employee substantially higher paid <del>responsibilities</del> <u>level duties that fall</u> outside the scope of <del>his or her</del> <u>their</u> job classification and the assignment exceeds ten (10) working days, the employee shall be paid an additional 5% for the entire period of the out-of-class work. The assignment and the out-of-class pay must be in writing and approved by Human Resources prior to the Department Director making the assignment.</p> <p>If the Department Director believes that circumstances warrant an exception to the 5% placement rule, and if the Human Resources Director <del>concurs</del> <u>agrees</u>, they may recommend to the City Manager a higher placement. Circumstances that support <del>a</del> <u>an exception to the 5%</u> placement <del>greater than a 5% increase</del> <u>are</u> <u>include</u>:</p> <ul style="list-style-type: none"> <li>a) Additional and directly applicable education or experience <del>above</del> <u>The duties</u> the minimum requirements;</li> <li>a) Market conditions that support <del>employee is performing is of</del> <u>a significantly</u> higher starting <del>salary</del> <u>classification</u>;</li> <li>b) The proposed higher salary will not create inequities with existing internal salaries;</li> <li>c) The proposed <del>higher</del> <u>out-of-class</u> salary is not higher than would be awarded if the employee were promoted into the position.</li> </ul> <p><b>L. Employee Training and Development</b>                  It is the intent of the City to provide training opportunities to employees for building of skills directly related to the job. These opportunities may include in-house workshops, or workshops and seminars sponsored by other agencies or <del>institutions</del> <u>institution but are subject to approval based on operational needs and budget availability</u>.</p>	<p>Existing policy clarification</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p>
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	<p><b>N. <u>Reasonable Accommodation</u></b></p> <p><b>1. <u>Medical Accommodation</u></b> The City of Shoreline does not discriminate against qualified individuals with a disability with regard to any aspect of employment and is committed to complying with the Americans with Disabilities Act.</p> <p><b>2. <u>Religious Accommodation</u></b> <u>Employees whose religious beliefs, practices or observances conflict with work requirements may request an accommodation, unless the accommodation would create an undue hardship. Upon notice of a request, to reasonably accommodate, Human Resources will examine the request and respond to the employee.</u></p>	<p>New section title</p> <p>Addition of Religious Accommodation as a reasonable accommodation to our policy</p>
<p>IV. Benefits</p>	<p><b>E. <u>Vacation</u></b></p> <p><b>2. <u>Carryover Maximum</u></b> The maximum number of vacation hours that may be carried over from December 31 of one year to January 1 of the next year is equal to two years' <u>vacation accrual</u> accumulation.</p> <p><b>3. <u>Carryover Exceptions</u></b> Employees with a vacation balance in excess of the carryover maximum should reduce the balance to the maximum <u>carryover allowable</u>. If an employee <del>perceives they</del> cannot use vacation because City operations have prevented it, the employee should discuss the matter with their supervisor well ahead of requesting a carryover exception. If the employee and supervisor are unable to plan for the employee to take the time off, they may request a carryover exception. <del>The Department Director with the approval of the City Manager may allow a carryover exception of unused accrual in excess of the carryover maximum.</del> <u>Requests for vacation carryover shall be made in writing by the employee and submitted to the Human Resources Director. The request will include a plan for bringing the vacation accrual balances within the accrual cap during the next year. The request will be reviewed by the Department Director and is subject to approval by the City Manager.</u> An employee will not be granted an exception two years in a row.</p> <p><b>5. <u>Requesting Vacation</u></b> In requesting vacation, employees should consider the City's needs to conduct the public business and to have time to plan for vacation coverage. Managers should respect employees' needs to take vacation. An employee's reasonable request for vacation should be approved unless the granting of the vacation would</p>	<p>Existing policy clarification</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p>



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	<p><del>negatively compromise</del> <u>impact</u> the business <del>needs</del> <u>operations</u> of the City. In <del>case of</del> <u>cases where there is</u> a conflict in scheduling vacation leave, <del>normally</del> <u>among employees</u>, the <del>earliest request shall be given</del> <u>supervisor will determine</u> the preferred <u>criteria for approving</u> vacation choice. <del>requests based on a fair and equitable methodology.</del></p> <p>An exempt employee shall not have deductions taken for vacation absences of <u>anything</u> less than a full day.</p> <p>Vacation <u>hours earned</u> for a new employee shall accrue but shall not be <del>used</del> <u>available for use</u> until after <u>an initial</u> six months <u>of employment with the City</u> unless special authorization has been granted by the City Manager. <u>Employees who have moved to a new classification, and who have already served a six-month orientation period in a previous position with the City, may request use of vacation leave accruals immediately. An orientation period may be extended to account for leaves (unpaid, vacation, etc.) taken during that period of time.</u> The City Manager is authorized to negotiate higher accrual levels and/or starting balances of vacation with individual staff members.</p> <p>An employee may cash out accrued vacation <u>leave</u> one time each calendar year. To be eligible for the cash out, an employee must have used at least 80 hours of vacation since the first of the year <del>and</del>. The maximum cash out shall be 40 hours. The amount of the cash out shall be based upon the employee's <u>base</u> hourly rate/salary at the time of the written request.</p> <p><b>6. Separation from Service</b>          In the event of separation from service for any reason other than at retirement the employee shall be paid <u>out</u> for any accrued vacation earned and not taken. <u>Payout of accrued vacation leave will be at the base hourly rate and not include out of class pay or other premium rates.</u> In the case of separation for any reason when the employee is eligible for retirement as defined by the rules and regulations of the Washington State Public Employees Retirement System the maximum cash out shall be 240 hours.</p> <p><b>F. Management Leave</b>          Applies to: Exempt Regular and <u>Exempt</u> Limited Term Employees.</p> <p>On January 1st of each year, each employee shall receive 3 days of management leave. A new exempt employee hired before July 1 shall receive all 3 days. A new exempt employee hired between July 1 and October 1 shall receive 1 day; a new exempt employee hired after October 1 shall not receive any days of management leave until the next calendar year. The leave is to be used each</p>	<p>Existing policy clarification</p> <p>.</p> <p>Existing policy clarification</p>
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	<p>year; any management leave not used during the calendar year shall not be carried into the next year. <a href="#">Exempt staff must use management leave in full day increments.</a></p>	
	<p><b>G. <u>Holidays</u></b>  <b>3. <u>Holiday for Reasons of Faith or Conscience</u></b>          If an employee's religious beliefs include observance of a holiday or leave is needed to attend a religious activity of faith or conscience that is not a City holiday, the employee may take up to two days off per calendar year unless the leave would create an undue hardship for the City as defined in WAC 82-56-020 or a risk to public safety. <a href="#">Employees must submit a request in advance, but no less than two calendar weeks prior to the start date of the requested leave.</a> The leave requires the approval of the <a href="#">Human Resources Director and the Department Director</a>. Regular employees may use <del>a personal day, vacation, compensatory time,</del> <a href="#">accrued leave</a> or leave without pay <a href="#">if all accruals are exhausted.</a></p> <p><b>H. <u>Sick Leave – Regular and Limited Term Employees</u></b>  <b>2. <u>Use of Sick Leave</u></b>          a) Employee          Sick leave may be used <a href="#">in the following circumstances:</a></p> <ul style="list-style-type: none"> <li>• <del>when an employee is ill, injured or disabled</del> <a href="#">experiencing a physical or mental illness, injury, disability</a> (including a disability due to pregnancy or childbirth), <a href="#">or diagnosable health condition,</a> or</li> <li>• <a href="#">when an employee</a> has been exposed to a contagious disease where there is a risk to the health of others, or</li> <li>• for medical or dental examinations or treatment when such appointments cannot be scheduled outside of working hours, or</li> <li>• when the use of a prescription drug impairs job performance or safety.</li> </ul> <p>b) Immediate Family Members          Sick leave may be used to care for a member of the immediate family who is ill, injured or disabled, <del>Sick leave may also be used for qualifying Family Leave provided for in the Family Leave section</del> <a href="#">or when the employee's workplace or employee's child's school or place of care has been closed for any health-related reason by order of a public official.</a></p>	<p>Existing policy clarification</p> <p>Existing policy clarification</p>



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	<p>d) The employee has been found ineligible for benefits under Worker’s Compensation as governed by state law.</p> <p><b>K. <u>Washington State Paid Family Leave (PFML)</u></b></p> <p><b>1. <u>Eligibility</u></b></p> <p><u>Under PFML, employees may be eligible for monetary benefits and job protection when taking leave for covered reasons. Eligibility requirements are:</u></p> <p>a) <u>Monetary Benefits: In order to be eligible to receive monetary benefits from ESD, the individual must be currently employed with the City of Shoreline and have worked 820 hours in Washington for any employer or combination of employers during the year preceding the application for leave claim.</u></p> <p>b) <u>Job Protection: In order to be eligible for job protection under PFML, an employee must meet FMLA eligibility requirements (must have worked for the Employer for at least 12 months and have worked 1250 hours in the last year).</u></p> <p><b>2. <u>Leave Entitlement</u></b></p> <p><u>PFML eligible employees are entitled to take up to 12 weeks of medical or family leave, or a combined total of 16 weeks of family and medical leave per claim year; an additional two weeks of leave, for a total of 18 weeks, may be available in the event the employee’s leave involves incapacity due to her pregnancy. PFML leave may be taken intermittently, provided that there is a minimum claim requirement of eight consecutive hours of leave in a week for which benefits are sought. This minimum claim requirement of eight consecutive hours of leave also applies to part-time employees. The employee may use the leave within 52 weeks from the date that the leave was approved by the State or for a year following the birth/placement of the employee’s child.</u></p> <p><b><u>PMFL leave may be taken for the following reasons:</u></b></p> <p>a) <u>Medical Leave: Medical leave may be taken due to the employee’s own serious health condition, which is an illness, injury, child birth recovery, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under the FMLA and RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time loss benefits under the workers compensation system.</u></p> <p>b) <u>Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12</u></p>	<p>Addition of the new State law into the Handbook.</p>
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	<p><u>months following the birth of the employee’s child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies where an employee needs time to prepare for a family member’s pre- and post-deployment activities, as well as time for childcare issues related to a family member’s military deployment.</u></p> <ul style="list-style-type: none"> <li>○ <u>If both parents work for the City of Shoreline, the leave entitlement for bonding with a new child or for a new child placement into their home is independent of each other. Each employee is entitled to the full leave amount, less any PFML or FMLA leave the employee has already taken during the current claim year.</u></li> </ul> <p>c) <u>If an employee faces multiple events in a year, they may be eligible to receive up to 16 weeks, and up to 18 weeks if they experience a serious health condition during pregnancy that results in incapacity.</u></p> <p><b>3. <u>Concurrency With FMLA</u></b>  <u>PFML will run concurrently (at the same time) with FMLA when an absence is covered by both leave benefits and the employee meets the eligibility requirements of both leave programs. Hours taken under PFML will be deducted from the 12 weeks of FMLA entitlement.</u></p> <p><b>4. <u>Notification Requirements</u></b>  <u>An employee must provide written notice to the Human Resources Department of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The employee’s written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to the to the City of Shoreline, ESD will temporarily deny PFML benefits.</u></p> <p><u>If leave is being taken for the employee’s or family member’s planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt business operations.</u></p> <p><u>Employees should follow the instructions provided by the payroll office regarding how to report their time during a leave.</u></p>	<p>Addition of the new State law into the Handbook.</p>
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	<p><b>5. <u>Coordination with Other Health Programs</u></b>  <u>While using PFML health benefits will remain intact and will continue to be provided by the City as normal</u></p> <p><u>If an employee is on PFML but does not meet the eligibility requirements for FMLA and is not supplementing PFML with other leave accruals or the City of Shoreline Supplemental Paid Leave, the employee is deemed to be in an unpaid status for purposes of City of Shoreline policies and benefit programs. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to City of Shoreline policies and subject to any other leave provisions that require continuation of health benefit coverage.</u></p> <p><u>For any unpaid portion of a leave the employee will be required to pay back the employee portion of cost paid by the City through a repayment plan regardless of whether the employee returns to work or does not. Employees that do not return to work from the leave will be required to pay back both the employee and the City portion of the insurance premiums unless failure to return to work was beyond the employee's control.</u></p> <p><b>6. <u>Monetary Benefits</u></b>  <u>Washington State Employment Security Department is responsible for making benefit payments directly to the employee. The amount of the benefit is based on a statutory formula, which generally results in a benefit in the range of 75-90 percent of an employee's average weekly wage. Currently, the maximum weekly benefit amount is \$1000 per week and the minimum is \$100, but this is subject to adjustments by the State.</u></p> <p><b>7. <u>Benefit Payment Waiting Period</u></b>  <u>With the exception of leave taken in connection with the birth or placement of a child, monetary PFML benefits are subject to a seven-day waiting period. The waiting period begins on the Sunday of the week in which PFML leave is first taken. The waiting period is counted for purposes of the overall duration of PFML leave, but no monetary benefits will be paid by ESD for that week. An employee may use leave during this waiting period, but such usage of accruals must be reported to ESD.</u></p> <p><b>8. <u>Supplementing PFML with Your Own Leave Accruals or the City's Supplemental Paid Family Leave</u></b>  <u>Employees who meet the eligibility requirements for PFML may use their own leave accruals and the City of Shoreline Supplemental Paid Family Leave to</u></p>	<p>Addition of the new State law into the Handbook.</p>
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	<p><u>make up the difference between the PFML benefit received from ESD and their regular full pay for a week in which PFML leave is taken as follows:</u></p> <ul style="list-style-type: none"> <li>a) <u>When the PFML is for the employee’s own serious health condition: The employee must use and exhaust all their leave accruals prior to using Supplemental Paid Family leave.</u></li> <li>b) <u>When PFML is to care for a family member or for child bonding/placement: The employee must exhaust their sick leave accruals but may reserve 80 hours of their earned accrued vacation leave for future use, prior to using Supplemental Paid Family Leave.</u></li> <li>c) <u>The use of Supplemental Paid Family Leave is contingent on the employee receiving their weekly PFML benefit and submitting proof of payment to the payroll office. Payroll will then calculate the amount of supplemental paid leave needed to bring the employee to their regular full pay for that week and issue payment to the employee in the next payroll process.</u></li> <li>d) <u>Supplemental Paid Family Leave may only be used after PFML benefits have been received by an employee and reported to the payroll office, except if it is being used for the initial waiting period.</u></li> <li>e) <u>Regular accrued leave such as sick leave or vacation leave can be used for the initial waiting period.</u></li> <li>f) <u>Employees must inform payroll and HR when they no longer are receiving PFML benefits from the Employment and Security Department or when their need for the leave has ended.</u></li> </ul> <p><b>9. <u>Job Restoration and Return to Work Recertification</u></b></p> <p><u>An employee who is eligible for job-protected leave will be restored to the same or equivalent position at the conclusion of PFML leave, unless unusual circumstances have arisen (e.g., the employee’s position or shift was eliminated for reasons unrelated to the leave).</u></p> <p><u>An employee may be required to provide a return-to-work certification from a health care provider before returning to work following PFML leave where the employee has taken leave for their own serious health condition.</u></p> <p><u>If an employee taking PFML leave chooses not to return to work for any reason, the employee should notify their supervisor and Human Resources as soon as possible.</u></p> <p><u>The City reserves the right to collect the cost of benefits from an employee if the employee does not return to work following their leave of absence.</u></p>	<p>Addition of the new State law into the Handbook.</p>
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	<p><b>10. <u>PFML Application Process</u></b>  <u>An employee must submit an application to ESD <a href="https://paidleave.wa.gov/login/">https://paidleave.wa.gov/login/</a> in order to seek PFML benefits. For guidance on the application process, please refer to the ESD website <a href="https://paidleave.wa.gov/login/">https://paidleave.wa.gov/login/</a>. Eligibility determinations will be made by ESD. If approved, the employee will need to file weekly benefit claims with ESD to continue receiving benefits.</u></p> <p><b>11. <u>Payroll Deductions</u></b>  <u>The PFML program is funded through premiums collected by ESD via payroll deductions and City of Shoreline contributions. The premium rate is established by law; employees are currently responsible for two-thirds of the total premium amount. Should the State in the future modify the PFML premium rate or the percentage of premiums subject to collection through payroll deduction, the City of Shoreline will modify payroll practices to reflect those statutory changes</u></p> <p><b>12. <u>Retirement Service Credit and Paid Family Medical Leave</u></b>  <u>PFML is considered an unpaid, authorized leave of absence. PFML program participants will not receive retirement service credits for the wage replacement payments received through ESD. An employee will receive retirement service credit for any time that they are using their own leave accruals or the City of Shoreline Supplemental Paid Family Medical Leave (SPFML) leave benefits while on a PFML.</u></p> <p><b>L. <u>Leave under Family and Medical Leave Act (FMLA)</u></b>  Applies to: All employees meeting FMLA eligibility criteria.  The City complies with the Federal Family and Medical Leave Act and all applicable state laws related to family and medical leave. This policy provides detailed information concerning the terms of FMLA. <del>State laws may have additional requirements and provide additional protections; please check with Human Resources for details.</del></p> <p><b>1. <u>Length of Family Leave FMLA and Eligibility</u></b>  Eligible employees may take up to 12 weeks of unpaid, family <u>and medical</u> leave every 12 months for certain family and medical reasons, or up to 26 weeks of unpaid, family leave every 12 months for military family care leave. To be eligible, an employee must have worked for the City for at least 12 months and for at least 1,250 hours over the previous 12 months.</p>	<p>Addition of the new State law into the Handbook.</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p>
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	<p>d) <u>Next of Kin: A servicemember's nearest blood relative, other than the servicemember's spouse, parent, son, or daughter.</u></p> <p>e) <b>Serious Health Condition:</b> An injury, illness, impairment or physical or mental condition that involves:</p> <ul style="list-style-type: none"> <li>i. <u>hospital care:</u> any period of incapacity or subsequent treatment connected with or consequent to inpatient care (an overnight stay) in a hospital, hospice or residential medical care facility; or</li> <li>ii. <del>absences</del> <u>incapacity plus treatment:</u> any period of incapacity of more than three consecutive calendar days including any subsequent treatment, or period of incapacity relating to the same condition that also involves 1) <del>treatment</del> 2 or more times by <u>visits to</u> a health care provider within 30 days, <del>by a nurse or physician's assistant under direct supervision of a health care provider or by a provider</del> <u>the first day</u> of health care services under orders of, or on referral by, a health care provider <u>incapacity;</u> or 2) treatment by a health care provider on at least 1 occasion, <u>within 7 days of the first day of incapacity,</u> which results in a regimen of continuing treatment under the supervision of a health care provider;</li> <li>iii. <u>pregnancy:</u> any period of incapacity due to pregnancy or for prenatal care; <del>or</del></li> <li>iv. <u>chronic conditions requiring treatments:</u> a chronic condition which 1) requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under the direct supervision of a health care provider <u>at least twice a year;</u> 2) continues over an extended period of time; and 3) may cause episodic rather than a continuing period of incapacity;</li> <li>v. <u>permanent or long-term conditions requiring supervision:</u> a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider;</li> <li>vi. <del>multiple treatment</del> <u>treatments (non-chronic conditions):</u> any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of or on referral by, a health care provider, whether for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.</li> </ul>	
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	<p>vii. <u>incapacity</u>: inability to work, attend school, or perform other regular daily activities due to the serious health condition, treatment therefore or recovery there from.</p> <p>f. <b>Qualifying Exigency</b>: An urgent need that arises <del>out of</del> <u>from</u> the fact <del>that</del> <u>foreign deployment of</u> a covered military member is on, called to, or notified of impending call to covered active duty status. The most common qualifying exigencies include attending military functions, making financial and legal arrangements, and arranging for child care. The Department of Labor maintains a complete list of qualifying exigencies.</p> <p><b>4. Intermittent Leave or Reduced Schedule Leave</b> Under some circumstances, family leave may be taken in separate blocks of time or by reducing a normal weekly or daily work schedule. Family leave may be taken intermittently if medically necessary because of a serious health condition (the employee's, or that of a spouse, child or parent). If family leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to Department Director approval.</p> <p><b>5. Paid Leave before Unpaid Leave</b> When an employee has paid leave or comp time available, that paid leave must be exhausted before unpaid leave is allowed as family <u>or medical</u> leave.</p> <p><b>6. Advance Notice</b> An employee shall provide advance notice of the need for family <u>or medical</u> leave along with the requested dates for the leave. Taking leave, or reinstatement after leave, may be denied if these requirements are not met.</p> <p><del>Notice must be provided at least 30 days in advance of the leave if the reason for the leave is birth, placement for adoption or foster care. If 30 days' notice is not possible due to the employee taking physical custody of the child at an unanticipated time, notice must be given as soon as possible and at least within 5 working days of the placement. The employee shall adhere to the dates of leave requested unless the birth is premature, the mother is incapacitated by the birth and is unable to care for the child, the employee takes physical custody at an unanticipated time or the employee and Department Director agree to alter the dates. If there is a premature birth, incapacity or unanticipated placement, the employee must give notice of revised dates as soon as possible and at least within 5 working days.</del></p> <p><del>Notice must be provided at least 14 days in advance of the leave if the reason for the leave is a serious health condition and the leave is foreseeable. <u>When foreseeable, notice must be provided at least 30 days in advance of the need to take FMLA leave.</u> The employee should make reasonable efforts to</del></p>	<p>Existing policy clarification</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p>
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	<p>schedule the leave to not unduly disrupt the City's operations. <del>If the leave 30 days advance notice is not possible because the foreseeable situation has changed or the employee or the employee's representative shall does not know exactly when leave will be required, the employee must</del> provide notice within 1 or 2 working days, <del>except in extraordinary circumstances, of the need for leave as soon as possible and practical.</del></p> <p><b>7. Medical Certification</b>          The City requires the provision of a medical certification <u>within 15 calendar days</u> to support a request for <u>FMLA</u> leave because of a qualifying event. <del>whenever the leave is expected to extend beyond three consecutive working days or will involve intermittent or part-time leave.</del> The City may require second or third opinions, at its option and expense. <u>When incomplete and insufficient certification is submitted, employees are required to correct deficiencies in the certification within 7 calendar days.</u></p> <p><u>Employees may be asked for a periodic recertifications or when circumstances described by the previous certifications have significantly changed.</u></p> <p>The City may require all employees on family <u>FMLA</u> leave due to the employee's serious health condition or due to the birth of a child to provide a medical certification of fitness-for-duty prior to return to work after a medical leave, dependent on the circumstance as it relates to the employees duties.</p> <p><u>Employees requesting qualifying exigency leave or military caregiver leave may submit related certification forms or a copy of the duty orders (for exigency leave only).</u></p> <p><b>8. Designation Notice</b>  <u>A written Designation Notice will be sent to the employee requesting family or medical leave informing them that the requested leave will be designated as FMLA leave and setting out the requirements applicable while the employee is on leave. The Notice may be used to deny the leave request or inform the employee that additional information is needed.</u></p> <p><b>9. Periodic Reporting</b>  <del>If an employee takes leave for more than two weeks</del> <u>Depending on the employee's circumstances and/or medical documentation,</u> the City may require the employee to periodically report on <del>his or her</del> <u>their</u> status and intent to return to work.</p>	<p>Existing policy clarification</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p>
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	<p><b>10. Health Insurance</b>  <del>During an FMLA of absence, while</del> <u>When an employee is provided group health insurance, the employee is entitled to the continuation of the insurance coverage during FMLA leave.</u> If an employee is in an unpaid status and unable to pay their portion of contributions for health insurance, the City will pay the City's portion and the employee's portion of the cost as governed by FMLA regulations...</p> <p><b>12. Couples Employed by the City</b>  <del>If employees married to each other request leave for the birth, adoption or foster care placement of a child, the total family leave available to the couple is 12 weeks. The City may grant leave to only one parent at time. If the leave requested is due to a serious health condition (the employee's or that of the child, spouse or parent), each employee is independently entitled to 12 weeks.</del> <u>each parent will have 12 weeks of leave available to them independent of each other. The scheduled leave time off must be coordinated between the two employees and their supervisors so as not to cause an operational hardship.</u></p> <p><b>13. Determining Leave Availability</b>  <del>Family</del> <u>or medical</u> leave is available for up to 12 weeks during a 12-month period. For purposes of calculating leave availability, the 12-month period is a rolling 12-months measured <u>backward</u> from the first date any family leave is used. The employee is required to notify the City if any leave qualifies as family <u>FMLA</u> leave. All leave qualifying for family <u>FMLA</u> leave shall be designated and tracked as <del>family leave</del> <u>such</u> upon the request of the employee.</p> <p><b>14. Special Rule for Leave Related to Pregnancy</b>  <del>Leave taken for the disability phase of pregnancy or childbirth when physically unable to work, is counted against the 12-week FMLA family leave allowance. In some cases, State law may entitle the disabled employee to leave beyond the standard 12-week period. Human Resources can provide information concerning the state law and its applicability.</del></p> <p><b>15. Job Restoration</b>  <del>When an employee returns to work after family</del> <u>FMLA</u> leave the City shall place the employee in the same position the employee held when the leave began or in another City position with equivalent benefits and pay; the return is subject to bona fide changes in compensation or work duties; the employee does not have return rights if:</p>	<p>Existing policy clarification</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p>
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	<p>a) the City eliminates the employee’s position by a bona fide restructuring or reduction-in-force; or  b) the employee takes another job; or  c) the employee fails to provide the required timely notice of family leave or fails to return on the established ending date of the leave.</p> <p><b>M. Supplemental Paid Family &amp; Medical Leave (SPFML)</b>  Applies to: Regular employees, including Limited Term Employees  Supplemental Paid Family &amp; Medical Leave provides (SPFML) affords employees an increased ability to attend to their own health needs or those of their family matters by supplementing an employee’s accrued paid leaves. The employee will receive the equivalent of his or her full pay for up providing additional pay as a supplement to a total of twelve weeks, when combined with the partial wage replacement benefit received from the employee’s accrued leave (except for two weeks of their accrued leave), to pay for a qualified family leave. Refer to Section VI Benefits, Family Washington State Paid Family and Medical Leave under FMLA or Victims of Domestic Violence leave to learn (PFML) program. This benefit is used to fill the gap between what constitutes a qualifying event the employee receives as a benefit from the PFML and their regular full pay.</p> <p>1. Eligibility  Supplemental SPFML is used only in conjunction with and concurrently (at the same time) as the Washington State Paid Family and Medical Leave (PFML) and as noted below.</p> <p>1. Eligibility  SPFML is available to all regular eligible employees who:</p> <p>a) Are the victim of domestic violence and have requested time off as a victim of domestic violence; or  b) Worked for Are currently employed with the City continuously for and have worked at least 12-months and for at least 1,250 with the City or the equivalent of 1040 hours over the previous 12 months; (pro-rated for part-time employees) and have successfully passed their orientation period, and  c) Have Experienced a qualifying event under FMLA or under the Victims as defined by the Washington State Paid Family and Medical Leave (PFML); or, and  d) Are eligible for, have applied to, and have been approved for PFML or be in the initial waiting week of Domestic Violence policy the leave; and</p> <ul style="list-style-type: none"> <li>Lack enough accrued leave to maintain a balance of two weeks and to pay for a leave of absence of up to 12 weeks.</li> </ul>	<p>Existing policy clarification</p> <p>Modification of existing policy to align with provisions of the Washington State Paid Family Leave provisions</p>
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	<p>e) <u>Have not exhausted the 12 weeks of SPFL in the current calendar year; and</u></p> <p>f) <u>Have depleted available leave accruals:</u></p> <p>a. <u>Must have exhausted all available leave accruals including sick leave, vacation, personal days, management leave, and accrued comp time if the leave request is for the employee’s own serious health condition, childbirth recovery, or as a victim of domestic violence.</u></p> <p>b. <u>Must have exhausted all available leave accruals but may reserve a bank of 80 hours of accrued vacation leave, if the leave request is to care for a family member; in response to a military exigency; or when bonding after birth or placement of a child into their home.</u></p> <p><b>2. Benefit Amount</b></p> <p><del>An employee’s Supplemental Paid Family leave benefit is calculated when an employee’s accrued leave balances are down to two weeks or less. Accrued leave balances for purposes of this policy include sick leave, vacation, personal holiday, compensatory time and management leave. Employees may choose which type of leave they use first but are encouraged to use any personal holidays, management leave or compensatory time first because those leaves expire at the end of the year.</del></p> <p>a) <u>An employee’s SPFML benefit is calculated based on the difference between what is received from Washington State PFML benefit and what the employee normally would receive in their regular check.</u></p> <p>b) <u>The employee will receive the equivalent of their full salary through use of supplemental paid leave for up to a total of twelve (12) weeks, when combined with payments received from the employee’s accrued leave (except for two weeks of their accrued leave). Washington State PFML.</u></p> <p>c) <u>SPFML will cease after using a total of 12 weeks in a calendar year or at the expiration of the approved PFML, whatever occurs first.</u></p> <p>Regular part time employees will receive this benefit on a pro-rata <del>rated</del> <u>based on</u> their <u>budgeted FTE</u>, normal work week. <del>The following is an example:</del></p> <p><i><del>An employee has an FMLA qualifying event that documents the need for a twelve-week family leave of absence. At the time of the qualifying event, the employee has five weeks of accrued leave and will accrue an additional 1.2 weeks (6 days) of vacation and sick leave during the leave of absence. With the five weeks of accrued</del></i></p>	<p>Modification of existing policy to align with provisions of the Washington State Paid Family Leave provisions</p>
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	<p><del>leave on the books at the time of the qualifying event and with the additional 1.2 weeks of accrual, the employee will have a total of 6.2 weeks of accrued leave. In this example, the following would happen:</del></p> <p><del>4.2 weeks of the employee's accrued leave would be applied towards the twelve weeks of Paid Family Leave.</del></p> <p>a. <del>Then, when the employee's balance of accrued leave is down to two weeks, the City would provide the employee with 5.8 weeks of Supplemental Paid Family Leave, so that the employee's twelve week family leave may be a fully paid leave</del></p> <p>d) If the qualifying event is the birth, adoption or foster care placement of a child and both parents work for the City and meet the eligibility requirements, <del>the total Supplemental Paid Family leave available to the couple is 12 weeks. The City may grant leave to only one parent at time.</del> <u>both parents will independently have the equivalent of 12 weeks available to them for bonding with a new child or for child placement. In these circumstances the employees should coordinate with their supervisors to ensure that there is no negative impact to business operations for their requested time off. Any overlap of both parents taking the same time period off for bonding should be coordinated with their supervisor(s) in advance.</u></p> <p>e) <del>The</del> <u>In no circumstances may an</u> employee <del>must use all but two weeks of SPFML in combination with PFML and receive more than their accrued leave before using Supplemental Paid Family leave</del> <u>regular paycheck amount.</u></p> <p>f) <del>Supplemental Paid Family Leave</del> <u>SPFML</u> may not be cashed out under any circumstance.</p> <p>g) <u>If using SPFML during the initial waiting week, or while waiting for the leave approval, and the leave is denied from the State, the employee will be required to pay back any Supplemental monetary benefit that has been received.</u></p> <p>3. Benefit Period, Frequency, and Concurrency  <del>Supplemental Paid Family Leave must begin and be completed within twelve months of the qualifying event.</del></p> <p>a. <del>An employee may use Supplemental Paid Family Leave</del> <u>May be used</u> <del>on an</del> <u>a</u> <u>continuous or</u> <del>intermittent or part-time</del> <u>basis, as long as it is</u></p>	<p>Modification of existing policy to align with provisions of the Washington State Paid Family Leave provisions</p>
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	<p><del>consistent with the department's operational needs, and is approved in writing by the employee's director prior to the leave. <a href="#">PFML</a>.</del></p> <p>b. <del>Supplemental Paid Family Leave Will run concurrently with the City's family and medical leave, and federal and state family and medical leave laws, to the fullest extent permitted by law. Supplemental Paid Family Leave <a href="#">PFML</a>.</del></p> <p>c. <del>Is limited to a maximum of 12 weeks a year, calculated on a rolling 12 month <a href="#">per calendar</a>.</del></p> <p>d. <del>May be used to cover the waiting period from <a href="#">(first week) of PFML if the start of the supplemental paid family leave <a href="#">employee lacks enough accruals</a>.</a></del></p> <p><del>4. Job Protection and Health Benefits</del></p> <p><del>5. Supplemental Paid Family Leave is protected leave. Barring required budget cuts or layoffs, an employee's job cannot be eliminated while the employee is on Supplemental Paid Family leave. Further, no retaliatory action may be taken against an employee for participating or planning to participate in the program. The employee will continue to receive health benefits according to the underwriting rules of the relevant health plans and shall continue to accrue vacation and sick leave according to City policy during the period of Supplemental Paid Family Leave.  <a href="#">For any unpaid portion of a leave the employee will be required to pay back the employee portion of cost paid by the City through a repayment plan regardless of whether the employee returns to work or does not. Employees that do not return to work from the leave will be required to pay back both the employee and the City portion of the insurance premiums unless failure to return to work was beyond the employee's control.</a></del></p> <p>6. Procedure for Requesting Supplemental Paid Family &amp; Medical Leave</p> <p>a) Provide notice – <del>Unless a leave is unexpected, at least thirty days' notice must be given to the <a href="#">Employees who anticipate the need to use SPFML should notify</a> Human Resources department and the Immediate Supervisor. In the case when the need for leave is not foreseeable, employees must provide notice as soon as possible.</del></p> <p>b) <del>Discuss your anticipated leave duration and schedule with the Human Resources department and your Immediate Supervisor. If you plan to</del></p>	<p>Modification of existing policy to align with provisions of the Washington State Paid Family Leave provisions</p>
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	<p><del>take intermittent or part-time leave, this must be approved in writing prior to the leave.</del></p> <p><del>e) Complete the Supplemental Paid Family Leave Request Form.</del></p> <p><del>d) Submit the Supplemental Paid Family Leave Request Form along with the completed paperwork to request an FMLA leave; or along with your request to Human Resources.</del></p> <p><del>e) <a href="#">SPFML will not be approved until verification has been received from the State that the employee has applied for PFML. If the employee has received any SPFML payments from the City and their State PFML is denied, the employee will be required to repay the City for a leave under the Victims of Domestic Violence policy. those payments received.</a></del></p> <p><del>2. Time Recording</del></p> <p><del>Record your time using the time card codes provided by Payroll.</del></p> <p><b>N. <u>Spousal Military Deployment Leave under Washington State Law</u></b>          Applies to: All employees          An employee who works an average of twenty or more hours a week and who is a spouse of a military service member is on leave from deployment, or before and up to deployment, during times of military conflict declared by the President or Congress. An employee must provide Human Resources with notice of their intent to take leave within five business days of receiving official notice of leave from deployment or of an impending call to duty. <a href="#">If applicable, this leave will run concurrently concurrent with FMLA leaves for deployment of a family member.</a></p> <p><b>R. <u>Bereavement Leave</u></b>          Applies to: Regular and limited term employees          Employees may be granted up to three days of paid leave <a href="#">per occasion</a> to make arrangements for or to attend the funeral of, or memorial service for, a member of their immediate family. If more than three days leave is necessary, earned vacation, sick leave, personal days, management leave or compensatory time may also be used. <a href="#">The amount of time provided for bereavement leave will be based on the employee's regular daily work schedule, if working 8 hours, they would receive 8 hours of bereavement leave. If working an alternative schedule, they receive the number of hours they normally work on those days.</a></p> <p><b>S. <u>Court and Jury Duty Leave</u></b>          During the regular work shift, an employee must report to work when not required to be in court. If the court pays the employee for the jury service, that payment must be turned in to the City. An employee is permitted to retain any mileage reimbursement received from the court. <a href="#">The amount of time provided for jury duty</a></p>	<p>Modification of existing policy to align with provisions of the Washington State Paid Family Leave provisions</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p> <p>Existing policy clarification</p>
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	<p><u>will be based on the employee's regular daily work schedule, if working 8 hours, they would receive 8 hours of jury duty leave. If working an alternative schedule, they receive the number of hours they normally work on those days.</u></p> <p><b>T. Military Leave</b>  An employee may take up to <del>21</del> <u>twenty-one</u> work days <u>workdays</u> per year for active <u>required military duty training, trainings or drills</u> if <del>he/she</del> <u>the employee</u> is a member of the Washington National Guard, the Army, Navy, Air Force, Coast Guard or Marine Corps Reserves of the United States. This leave is in addition to regular vacation leave. For purposes of this section, "year" shall mean from October 1 to September 30.</p> <p><b>U. <u>Leave for Certain Volunteer Emergency Services Personnel</u></b>  Applies to: Regular <u>and limited term</u> employees  <del>Employees who are called to, or volunteer for active duty military service will be placed on an indefinite unpaid leave of absence for the entire time the employee is in an active duty status with any branch of the United States Armed Forces or state militia. The employee may, at his or her option, use any or all accrued vacation leave or comp time prior to moving to the unpaid status. Any unused leave accruals remaining at the time the unpaid leave begins will be held until return to active employment with the City. Vacation and sick leave will not accrue during the time of the unpaid leave. The employee may choose to continue dependent medical coverage under the City's health plans to the extent allowed under the underwriting rules of those plans. While the employee is in an unpaid status and unable to pay their portion of contributions for dependent health insurance, the City will pay the City's portion and the employee's portion of the cost. An employee will be required to pay back the employee portion of cost paid by the City through a repayment plan upon their return from active duty leave of absence. An employee choosing to do so needs to contact Human Resources to arrange the coverage and the payment plan prior to leaving for active duty.</del>  Reinstatement following active duty will be in compliance with state and federal laws at the time of the return to work. <u>An employee may take necessary time to respond to call to an emergency service operation as unpaid firefighters, reserve officers, or civil air patrol members. Participation in trainings or other non-emergency activities are excluded from the provisions of this article. Eligible employees may use their accrued leave to stay in a paid status.</u></p>	<p>Existing policy clarification</p> <p>Existing policy clarification</p>
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