



Mountlake Terrace City Council
Regular Meeting Agenda
Thursday, February 5, 2026, 7:00 PM
City Hall and via Telephone or Teleconference

AGENDA

1. Call to Order – Flag Salute – Roll Call
2. Late Changes to Agenda
3. General Public Comment
4. Consent Agenda
 - a. Payment of Claims
 - b. Meeting Minutes
 - c. Ordinance Adopting Comprehensive Emergency Management Plan with Snohomish County
 - d. Agreement Supplement 1 with Consor for the Wastewater Comprehensive Plan
 - e. Agreement Supplement 1 with RH2 for the Water Comprehensive Plan
5. Proclamation for Lunar New Year
6. Proclamation for Ramadan
7. Proclamation for Black History Month
8. Review and Vote on Resolution Affirming Support for Immigrants
9. Review and Vote on Resolution Accepting Stormwater Capacity Grant from Department of Ecology for Permit Compliance
10. Review and Vote on Resolution Adopting New Employee Handbook
11. City Manager’s Report
12. Council Liaison Reports
13. New Business
14. Adjournment

To listen to the meeting via telephone, call 1-253-215-8782. To watch the meeting online: 1) Go to <https://zoom.us/join>; 2) Enter meeting ID 810 1113 9518 and click “join”. No passcode needed.

To make a public comment remotely (Zoom or telephone), in person, or in writing, please refer to the Public Comment and Public Hearing Testimony Protocol on the city website <https://www.cityofmlt.com/129/Agendas-and-Minutes>.

No person shall make personal attacks, or threatening remarks while addressing the Council which disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting. All hate speech will be construed as threatening remarks.



STAFF REPORT

To: Mountlake Terrace City Council

From: Jeff Niten, City Manager

Meeting Date: February 5, 2026

Subject: Payment of Claims

Required Reviews:

Jennifer Joki

Created -

Jeff Niten

-

Council Goal(s):

Responsible Governance to Ensure Desired Level of Service

Legislative History:

The Finance Committee, consisting of two Councilmembers and the Finance Director, meets monthly to review and discuss the claims subject to approval.

Subject Summary:

Approval of payment for 2026 claims totaling \$2,576,380.50 for payment on 02/06/2026, check numbers 99491 - 99729. Additionally, payroll for 02/06/2026 check numbers 585607 - 585641 and direct deposits totaling \$669,996.16.

Financial/Budget Impacts:

Budget Amendment Required? No.

Budget and Sources:	
Expenditure:	
New Appropriation Required + Sources:	

Additional Financial Information:

N/A

Community Notifications:

City Council Agenda

If "Other," please specify:

Board/Commission Recommendation:

N/A

Staff Recommendation:

Staff recommends the City Council vote to approve the claims as presented. This can be accomplished as part of the motion to approve the Consent Agenda.

Council Motion:

N/A

Attachments:

None



MOUNTLAKE TERRACE CITY COUNCIL
REGULAR MEETING MINUTES

December 18, 2025
7:00 p.m.

Mountlake Terrace City Hall and
via Telephone and Teleconference

Councilmembers Present

Councilmember Murray
Councilmember Paige
Councilmember Ryan
Councilmember Sonmore (via Teleconference)
Councilmember Woodard
Mayor Pro Tem Wahl
Mayor Matsumoto Wright

Councilmembers Absent

None.

Staff Members Present

City Attorney Hillary Evans (via Teleconference)
City Clerk Jennifer Joki
City Manager Jeff Niten
Community and Economic Director Christy Osborn
Economic Development Manager Ryan Doss
Deputy City Manager Carolyn Hope
Senior Planner Sara Pizzo (via Teleconference)

Guests

None.

1. Call to Order – Flag Salute – Roll Call

Mayor Matsumoto Wright called the meeting to order at 7:00 p.m.

City Clerk Jennifer Joki called roll.

A motion to excuse Councilmember Sonmore was made by Mayor Pro Tem Wahl and seconded.

Motion carried 6-0.

2. Late Changes to Agenda

The City Manager requested moving item #3, Public Comment, to item #4, so as to insert a special recognition agenda item.

3. Recognition of Councilmember Rick Ryan

Mayor Matsumoto Wright recognized Councilmember Rick Ryan as this is his last council meeting after 18 years of service to the city and presented him with a plaque. Councilmember

Ryan spoke a few words.

4. Public Comment

All public comments received were submitted in writing were provided to Council.

- MLT resident Adam Cickay commented on appreciation for City Council ending the Flock Camera System contract.

5. Consent Agenda

A motion to approve the Consent Agenda, items a-f, was made by Mayor Pro Tem Wahl and seconded.

Motion carried 6-0.

- a. Payment of Claims
- b. Meeting Minutes for 12/04/2025, 12/08/2025, 12/11/2025
- c. Professional Services Agreement for City Prosecutor
- d. Professional Services Agreement for City Public Defender
- e. Lodging Tax Advisory Committee Funding Recommendations
- f. Professional Services Agreement for Federal Lobbyist

6. Review, Public Hearing, Vote on Ordinance Adopting Critical Areas Update (Ch. 16.15)

Senior Planner Sara Pizzo

Pizzo presented on this item to include the purpose, council goal, subject summary, critical area map, update process, general provision updates, updates to definitions, agency and public comments, recommendations, and next steps.

Pizzo heard and responded to comments and questions from council regarding tribal and alignment on this, and staff capacity for stricter changes.

A motion to open the public hearing was made by Mayor Pro Tem Wahl and seconded.

Motion carried 6-0. The public hearing was declared open.

Public Hearing Testimony: None.

A motion to close the public hearing was made by Mayor Pro Tem Wahl and seconded.

Motion carried 6-0. The public hearing was declared closed.

A motion to adopt the Ordinance Adopting Critical Areas Update (Ch. 16.15) was made by Mayor Pro Tem Wahl and seconded.

Council Discussion: Discussion included appreciation for Pizzo's work on this and an amendment to ordinance to include the additional staff recommendations,

A motion to amend the ordinance to include the additional staff recommendations was made by Mayor Pro Tem Wahl and seconded.

Motion carried 6-0**Motion carried 6-0.**7. Review, Public Hearing, Vote on Ordinance Adopting Floodplain Management Update (Ch. 16.18)

Senior Planner Sara Pizzo

Pizzo presented on this item to include purpose, council goal, subject summary, flood insurance maps, updates, agency and public comments, recommendations, and next steps.

A motion to open the public hearing was made by Mayor Pro Tem Wahl and seconded.

Motion carried 6-0. The public hearing was declared open.

Public Hearing Testimony: None.

A motion to close the public hearing was made by Mayor Pro Tem Wahl and seconded.

Motion carried 6-0. The public hearing was declared closed.

A motion to adopt the Ordinance Adopting Floodplain Management Update (Ch. 16.18) was made by Mayor Pro Tem Wahl and seconded.

Council Discussion: Discussion included appreciation to be working on this during a major current flooding situation.

Motion carried 6-0.

8. Review and Vote on Ordinance Adopting Budget Amendment

Deputy City Manager Carolyn Hope

Hope presented on this item to include the purpose, two changes to the budget for 2025 including a fund transfer and , and one for 2026 to include the City Manager's salary, and for 2025 and 2026 increasing Recreation Fund to add two full-time employees to staff swim lessons and preschool classes.

A motion to adopt the Ordinance Adopting Budget Amendment was made by Mayor Pro Tem Wahl and seconded.

Motion carried 6-0.

9. City Manager's Report (City Manager Jeff Niten)

Niten's report included:

- This is the last City Council meeting of the year and the next will be January 8, 2026.
- The localized flooding at apartment complex near the Interurban Trail has been addressed.
- A tree fell at Jack Long park and damaged a picnic table.

10. Council Liaison Reports

Mayor Matsumoto Wright's report included:

- December 5 Seashore Transportation Forum meeting
- December 6 Tree Lighting event
- December 8 Representative Lauren Davis meeting
- December 8 Meeting with Mountlake Terrace mosque
- December 8 Council executive session
- December 10 Employee Appreciation Breakfast
- December 10 Economic Alliance Snohomish County (EASC) Legislative Kickoff
- December 10 Snohomish County Tomorrow (STC) General Assembly
- December 16 meeting with Mayor Pro Tem, staff, and two Main Street property owners
- December Snohomish County Executives and Mayors meeting
- December 18 Bastyr University dormitory tour

Councilmember Murray's report included:

- December 5 City Tree Lighting event
- December 8 Council executive session
- December 11 Council work session
- December 17 Diversity, Equity and Inclusion meeting
- Commented on her time working with Councilmember Ryan and wished him well beyond council.

Councilmember Paige's report included:

- December 4, 5, 6 Domestic Violence Awareness events at the Getaway Tavern
- December 5 City Tree Lighting event
- December 8 Representative Lauren Davis meeting
- December 8 Council executive session
- December 10 Employee Appreciation Breakfast
- December 10 Economic Alliance Snohomish County (EASC) Legislative Kickoff
- December 10 City Manager meeting
- December 10 Water Resource Inventory Area (WRIA) Salmon Recovery meeting
- December 10 Snohomish County Tomorrow (SCT) General Assembly

Councilmember Ryan's report included:

- December 16 Law Enforcement Officer/Firefighter Disability/Retirement Board meeting

Mayor Pro Tem Wahl's report included:

- December 5 City Tree Lighting event
- December 8 Representative Lauren Davis meeting
- December 8 Meeting with mayor, staff, and mosque leadership regarding community engagement
- December 8 Council executive session
- December 9 Snohomish County Tomorrow (SCT) Exploratory Committee Leadership Team meeting
- December 10 Employee Appreciation Breakfast
- December 10 Economic Alliance Snohomish County (EASC) Legislative Kickoff
- December 10 Snohomish County Tomorrow (SCT) General Assembly

- December 11 Council work session
- December 16 meeting with mayor, staff, and two Main Street property owners
- Commented on his time working with Councilmember Ryan and wished him well beyond council.

Councilmember Woodard's report included:

- December 5 City Tree Lighting event
- December 8 Representative Lauren Davis meeting
- December 8 Council executive session
- December 10 Employee Appreciation Breakfast
- December 10 Economic Alliance Snohomish County (EASC) Legislative Kickoff
- December 11 City Manager meeting

11. New Business

- Councilmember Woodard commented on his time working with Councilmember Ryan and wished him well beyond council.
- Councilmember Paige commented on his time working with Councilmember Ryan and wished him well beyond council.

12. Adjournment

Mayor Matsumoto Wright adjourned the meeting at 8:30 p.m.

These minutes are subject to approval at the next City Council meeting.



MOUNTLAKE TERRACE CITY COUNCIL
WORK SESSION (ACTION TAKEN) MINUTES

January 8, 2026
7:00 p.m.

Mountlake Terrace City Hall and
via Telephone and Teleconference

Councilmembers Present

Councilmember Matsumoto Wright
Councilmember Murray
Councilmember Paige
Councilmember Doyle
Councilmember Sonmore
Mayor Woodard
Mayor Pro Tem Wahl

Councilmembers Absent

None

Guests

None

Staff Members Present

City Clerk Jennifer Joki
City Manager Jeff Niten
Deputy City Manager Carolyn Hope
Communications and Community Engagement Manager Sienna Spencer-Markles

1. Call to Order

City Manager Jeff Niten called the meeting to order at 7:00 p.m.

City Manager Jeff Niten requested moving the swearing in ceremony up to before the Attendance Roll due to guests in the audience. The City Councilmembers agreed.

2. Swearing-In Ceremony for Newly Elected Councilmembers

City Clerk Jennifer Joki

Joki administered the Oaths of Office to re-elected councilmembers Steve Woodard (Position No. 2) and Kyoko Matsumoto Wright (Position No. 4), and elected councilmembers Sam Doyle (Position No. 1) and William Paige (Position No. 3).

3. Attendance Roll Call

City Clerk Jennifer Joki called roll.

4. Elections of Mayor and Mayor Pro Tem

City Manager Jeff Niten



Niten called for nominations for Mayor for the 2026-2028 two-year term.
Nominations included: Steve Woodard

A roll-call vote (voice vote) was conducted by City Clerk Jennifer Joki.
Steve Woodard was elected as Mayor by vote, 7-0.

City Manager Jeff Niten called for nominations for Mayor Pro Tem for the 2026 one-year term.

Nominations included: Bryan Wahl and Erin Murray

A roll-call vote (voice vote) was conducted by City Clerk Jennifer Joki.
Bryan Wahl was elected as Mayor Pro Tem by vote, 4-3.

5. General Public Comment

All public comments submitted in writing are forwarded to Council.

- MLT resident Adam Cickay commented on concerns for public health.
- MLT resident Maggie Fimia commented on appreciation for council and the work they do and plans for transportation.
- MLT resident Aude Pugfoulhour commented on the recent violent incident in Minneapolis and the holocaust.

6. Selections and Vote on Councilmember Intergovernmental Boards

Council committee liaisons and intergovernmental positions were selected by Councilmembers based on seniority.

Councilmembers agreed on the following selected appointments.

BOARD/COMMITTEE	2026 REPRESENTATIVES
MLT Arts Advisory Commission (1) (1-Year Term)	William Paige
MLT Board and Commission Interview Subcommittee (3) (1-Year Term)	1. Sam Doyle 3. William Paige 2. Erin Murray
MLT Diversity, Equity & Inclusion Commission (1) (1-Year Term)	Erin Murray
MLT Finance Committee (2) (1-Year Term)	1. Bryan Wahl 2. Steve Woodard
MLT LEOFF 1 Disability Board (2) (2-Year Staggered Terms, Mayor Appoints)	1. Laura Sonmore (appt'd 1/2/2025) 2. Steve Woodard (appt'd 1/8/2026)
MLT Lodging Tax Advisory Committee (1) (1-Year Term)	Laura Sonmore
MLT Personnel (City Manager) Review Subcommittee (2) (1-Year Term)	1. Sam Doyle 2. Laura Sonmore

MLT Recreation and Park Advisory Commission (1) (1-Year Term)	Laura Sonmore
Alliance for Housing Affordability (AHA) Board (1-Year Term)	Primary: Kyoko Matsumoto Wright Alt: Bryan Wahl
Lake Ballinger/McAleer Creek Watershed Forum (1-Year Term)	Primary: Erin Murray Alt: Steve Woodard
SeaShore Transportation Forum (1-Year Term)	Primary: Steve Woodard Alt: Erin Murray
Snohomish County Tomorrow (SCT) Steering Committee (1-Year Term)	Primary: Bryan Wahl Alt: Steve Woodard
WRIA 8 Salmon Recovery Council	

7. Review and Vote on Agreement Amendment with Baker Tilly for Long-Range Fiscal Sustainability Plan

Deputy City Manager Carolyn Hope

Hope presented on this item to include Baker Tilly's current work with the MLT Long-Range Fiscal Sustainability Task Force, the need for another meeting with Baker Tilly, proposal, and ask of council.

Hope heard and responded to questions and comments from the council regarding the additional \$8,000 cost, task force recommendations, background information for task force members, outcome if council doesn't approve amendment, Baker Tilly recommendations for council in February, and passing costs on to residents.

A motion to approve the Agreement Amendment for Baker Tilly was made by Mayor Pro Tem Wahl and seconded.

Council discussion: Council asked from which budget the funds for this would be coming from.

Motion passed 6-1 (Sonmore).

8. City Manager's Report

City Manager Jeff Niten

Niten's report included:

- Government finance series on MLT News is informative and valuable.
- January 15 meeting is cancelled due to Snohomish County Cities and Towns dinner.
- Next council meeting is January 22 work session.

9. Review January 22 Work Session (Action Taken) Agenda

The agenda was reviewed by council and approved.

10. Council Comments

- Councilmember Matsumoto Wright notified the council that she will not be involved in Snohomish County Board, Conservation Futures anymore so the position will be available, also traveling interviewer/photographer traveled for six years speaking to mayors in all 50

states.

- Councilmember Doyle commented on the violent act in Minneapolis and asked if the city could publish a statement addressing it and the importance of being good neighbors.
- Mayor Woodard asked the City Manager how the City goes about publishing a statement regarding the recent violent act in Minneapolis. Council asked if the City Manager could prepare a draft statement.
- Councilmember Paige commented on publishing a statement as a city and individually.
- Councilmember Sonmore commented on putting council resources toward the budget and asked if the council publishing a statement will set a precedent.
- Councilmember Paige commented on community engagement in the Diversity, Equity and Inclusion Strategic Plan and being stewards of both the city finances and the people of the community.
- Councilmember Doyle commented on the importance of commenting on some incidents and no expectation of a statement for all incidents.
- Councilmember Murray commented on the complexities of how organizations respond and don't respond and pursuing a policy for these circumstances and to discuss at the retreat.
- Councilmember Woodard asked if the city released a statement when George Floyd was murdered and asked what the county is doing on this issue.
- Mayor Pro Tem Wahl commented on previous statements by the city, healing community and loving local, and establishing a protocol.
- Councilmember Woodard asked the City Manager how long it would take to put together a draft statement and council how/when to review it.
- Councilmember Woodard commented on being the first African-American mayor for the city, a new council moving forward together, the work of Kyoko Matsumoto Wright, the first Asian-American mayor, did and the smooth transition.

11. Adjournment

Mayor Matsumoto Wright adjourned the meeting at 8:27 p.m.

These minutes are subject to approval at the next City Council meeting.



MOUNTLAKE TERRACE CITY COUNCIL
WORK SESSION (ACTION TAKEN) MINUTES

January 22, 2026
7:00 p.m.

Mountlake Terrace City Hall and
via Telephone and Teleconference

Councilmembers Present

Mayor Woodard (arrived at 7:10 p.m.)
Mayor Pro Tem Wahl
Councilmember Doyle
Councilmember Matsumoto Wright
Councilmember Murray
Councilmember Paige
Councilmember Sonmore

Councilmembers Absent

None

Guests

Mountlake Terrace Chamber of Commerce Executive Director Aireal King
Mountlake Terrace Chamber of Commerce President Sarah Frost
Mountlake Terrace Chamber of Commerce Vice-President Justin Nygard
Snohomish County Dept. of Emergency Management Deputy Director Dara Salmon
Snohomish County Dept. of Emergency Management Cross Sector Planning Program Analyst Jayme Haselow

Staff Members Present

City Attorney Hillary Evans (attended remotely)
City Clerk Jennifer Joki
City Manager Jeff Niten (attended remotely)
Deputy City Manager Carolyn Hope
Police Chief Pete Caw
Police Commander Mike Haynes
Police Commander Scott King
Public Works Director Gary Schimek

1. Call to Order

Mayor Pro Tem Wahl called the meeting to order at 7:00 p.m.

2. Attendance Roll Call

City Clerk Jennifer Joki called roll.

3. General Public Comment

All public comments submitted in writing are forwarded to Council.

- MLT resident Adam Cickay commented on the concern for public health.
- MLT resident George Stanton commented on concerns for the condition of the Recreation

Pavilion.

4. Presentation on Chamber of Commerce Update
Economic Development Manager Ryan Doss

Doss introduced King, Frost, and Nygard who presented on this item to include an executive summary, alignment with city economic development priorities, working with the city in 2025, financial stewardship, board members, transition period, new leadership and immediate priorities, delivering inherited commitments, why this phase mattered, building the foundation, board alignment and organizational reset, statements and values, 2025 numbers, pivot point, and looking ahead.

Doss, King, Frost, and Nygard heard and responded to questions and comments regarding appreciation for the partnership and 2025 accomplishments, residents supporting local businesses, multi-chamber events and shared resources, membership renewals and levels, sustainability, attracting new businesses to the city, business advocacy, feedback on events, and convenience of businesses in the city.

5. Review Ordinance Adopting Comprehensive Emergency Management Plan with Snohomish County
Public Works Director Gary Schimek

Shimek introduced Salmon and Haselow, and all presented on this item to include timeline of Comprehensive Emergency Management Plan (CEMP) process, emergency management basics, pieces of CEMPs, MLT CEMP annex critical elements, roles and responsibilities, information collection, operations, and outcomes from putting the plan together.

Schimek, Salmon, and Haselow heard and responded to questions and comments from council regarding earthquake plan, communications, safety plans and kits for staff, staff training, Community Emergency Response Team (CERT), current resource sharing, tour of Emergency Operations Center (EOC) and new 911 center in Everett, councilmember roles in an emergency, and South County Fire training.

The mayor called for a 5-minute recess.

6. Presentation on 3rd Quarter Police Department Report
Police Chief Peter Caw and Commanders Mike Haynes and Scott King

Caw, Haynes and King presented on this item to include Rickover's Rules, goals, 3rd quarter statistics, Cops and Clergy, Bluebridge program, review of services and training.

Caw, Haynes and King heard and responded to questions and comments from council regarding the SCOUT imbedded social worker program, crisis response presentation, funding for SCOUT program, legislative house bill 2489 affecting police, drone regulations, and Immigration and Customs Enforcement (ICE) activity and abandoned cars.

7. Review Agreement Supplement 1 with Consor for the Wastewater Comprehensive Plan
Public Works Director Gary Schimek

Shimek presented on this item to include purpose of the agreement, budget, reason for supplement, scope of work, financials, sophisticated computer model, plan every six years, funding, capital plan, rate paths, and timeline.

8. Review Agreement Supplement 1 with RH2 for the Water Comprehensive Plan
Public Works Director Gary Schimek

Shimek presented on this item to include purpose of the agreement, budget, reason for supplement, scope of work, funding, capital plan, rate paths, and timeline.

Schimek heard and responded to questions and comments from council on both items 7 and 8 regarding rate studies, consultant expertise, last rate study, behind in rates, aging infrastructure and growth,

A motion to extend the meeting until 10:30 p.m. was made by Mayor Pro Tem and seconded.
Motion carried 7-0.

9. Review and Vote on January 2026 Claims
City Manager Jeff Niten

Niten explained the purpose of review and vote at work session (last two regular meetings were cancelled).

A motion to approve January 2026 payment of claims was made by Mayor Pro Tem Wahl and seconded.

Motion carried 7-0.

10. City Manager's Report
City Manager Jeff Niten

Niten's report included:

- The City representation had successful City Action Days in Olympia this week.
- The Community Academy application period is open.
- Next Thursday is the 5th of the month so no council meeting.
- A statement from City Council on the Minneapolis incident is ready for signatures.

11. Review February 5 Regular Meeting Agenda
The agenda was reviewed and approved by council.

12. Council Comments

- Councilmember Sonmore acknowledged the passing of community member Judi Smith.
- Councilmember Paige commented on the lack of parking availability at/around the Civic Campus due to light rail user parking.
- Councilmember Matsumoto Wright commented that over 60% of people using light rail live within 1 mile of it, desire to get Zip Cars in this city, resident parking stickers.
- Councilmember Doyle commented on incentivizing and informing people who live within the 1 mile.
- Councilmember Murray commented on the current large I-5 project and more people using

light rail, the Week Without Driving, and MLT High School hosting an unhomed people awareness night at the Lake Ballinger Club tomorrow.

- Mayor Pro Tem Wahl commented on being re-elected to Snohomish County Cities and Towns and Puget Sound Regional Council positions.
- Mayor Woodard commented on the Lynnwood Neighborhood Center opening on Monday, appreciation for those who attended the ribbon-cutting and celebration, and new public comment timer.

13. Adjournment

Mayor Woodard adjourned the meeting at 10:15 p.m.

These minutes are subject to approval at the next City Council meeting.

DRAFT



STAFF REPORT

To: Mountlake Terrace City Council

From: Gary Schimek, Public Works Director

Meeting Date: February 5, 2026

Subject: Ordinance Adopting Comprehensive Emergency Management Plan with Snohomish County

Required Reviews:

Jennifer Joki	Created/Initiated - 01/28/2026
Gary Schimek	Approved - 01/28/2026
Sirke Salminen	Approved - 01/29/2026
Hillary Evans	Approved - 01/29/2026
Carolyn Hope	Final Approval - 01/30/2026

Council Goal(s):

Responsible Governance to Ensure Desired Level of Service

Legislative History:

The last Comprehensive Emergency Management Plan Annex was completed on December 6, 2021, and signed by Police Chief Pete Caw.

This item was presented to council for review at their work session on 1/22/2026.

Subject Summary:

The City of Mountlake Terrace's ("the City's") Comprehensive Emergency Management Plan Annex establishes an all-hazards approach to enhance the City's ability to manage emergencies and disasters. It defines how emergency management will be coordinated within the City in order to save lives; protect public health, safety, property, the economy, and the environment; and foster a return to a normal way of life. It does this by:

- Identifying how the City internally coordinates to prepare for and mitigate against hazards of all kinds.
- Assigning responsibilities to departments and individuals during emergencies that exceed the routine capability.
- Setting forth lines of authority and internal relationships.
- Describing how multi-agency actions will be coordinated.
- Identifying personnel, equipment, facilities, supplies, and other resources available within

the city or by agreement with other jurisdictions.

This Annex was developed through collaborative efforts of the City's departments, public safety agencies, and Snohomish County Department of Emergency Management (DEM). This Annex applies to emergency management activities coordinated by the City.

Financial/Budget Impacts:

Budget Amendment No
Required? _____

Budget and Sources:	N/A
Expenditure:	N/A
New Appropriation Required + Sources:	N/A

Additional Financial Information:

N/A

Community Notifications:

City Council Agenda

If "Other," please specify:

Board/Commission Recommendation:

N/A

Staff Recommendation:

Staff recommends the City Council vote to adopt the Comprehensive Emergency Management Plan (CEMP) ordinance. This can be accomplished by adding it to the Consent Agenda on February 5, 2026.

City Council may choose not to adopt the CEMP ordinance. As an ILA partner, the City is legally covered by the Snohomish County CEMP base plan and in compliance with WA State law. The goal of the County, in working with the City and other ILA partners to develop annexes to the County's base plan, is to enhance preparedness and response within each jurisdiction and with Snohomish County Department of Emergency Management. An ILA partner without an adopted CEMP Annex will not face inconsistent access to county-level resources and will not be penalized in a time of need if they do not have an adopted annex.

Council Motion:

A vote on this item can be accomplished by adding it to the Consent Agenda on February 5, 2026.

Attachments:

1. 2026 CEMP Annex City of Mountlake Terrace
2. Ordinance CEMP Annex with County (Draft)

CITY OF MOUNTLAKE TERRACE CEMP ANNEX

This Annex is a part of the Snohomish County Comprehensive Emergency Management Plan (CEMP) and provides specific information for City of Mountlake Terrace.

Promulgation Date:
January 22, 2026

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Promulgation

WHEREAS all people and property within City of Mountlake Terrace are at risk to a wide range of natural, technological, and human-caused hazards, and

WHEREAS the Revised Code of Washington and the Washington Administrative Code require a Comprehensive Emergency Management Plan be in place to address local emergency operations; and

WHEREAS, when an incident occurs; local response agencies will use the National Incident Management System (NIMS) to plan, train, exercise and respond in a coordinated manner to protect people and natural resources; and to minimize property damage within the community; and

WHEREAS this Annex to the Snohomish County Comprehensive Emergency Management Plan (CEMP) coordinates the response of emergency personnel and supporting services of all City of Mountlake Terrace agencies in the event of an emergency or disaster and during the aftermath thereof; and

WHEREAS, named organizations have the responsibility to prepare and maintain standard operating procedures and commit to the training and exercises required to support this Annex and the Snohomish County Comprehensive Emergency Management Plan;

NOW, THEREFORE, we the undersigned, by virtue of the power and authority vested in us by the laws of this State do hereby adopt the City of Mountlake Terrace Annex to the Snohomish County Comprehensive Emergency Management Plan, dated January 22, 2026. This Annex can be put into action by the undersigned.

IN WITNESS WHEREOF, we have subscribed our signatures;

1. Forward

1.1 Approval and Implementation

The City of Mountlake Terrace's ("the City's") CEMP Annex establishes an all-hazards approach to enhance the City's ability to manage emergencies and disasters. It defines how emergency management will be coordinated within the City in order to save lives; protect public health, safety, property, the economy, and the environment; and foster a return to a normal way of life. It does this by:

- Identifying how organizations within the City coordinate to prepare for and mitigate against hazards of all kinds.
- Assigning responsibilities to organizations and individuals during emergencies that exceed the routine capability of any one agency.
- Setting forth lines of authority and organizational relationships.
- Describing how multi-agency actions will be coordinated.
- Identifying personnel, equipment, facilities, supplies, and other resources available within the city or by agreement with other jurisdictions.

This Annex was developed through collaborative efforts of the City's departments, public safety agencies, and Snohomish County Department of Emergency Management (DEM). This Annex applies to emergency management activities coordinated by the city.

This version dated January 22, 2026, supersedes all previous editions.

2. Introduction

2.1 Purpose

This Annex is an all-hazards annex to the Snohomish County (County) Comprehensive Emergency Management Plan (CEMP) for the City of Mountlake Terrace. The Annex describes how the City's preparedness, response, and recovery activities are coordinated. The Annex may be applied to any incident, natural or human caused, that involves the response of multiple departments or agencies outside the scope of normal operations or has the potential to exceed normal capabilities.

The Annex describes how the City of Mountlake Terrace:

- Plans, trains, and exercises in preparation for disasters and emergencies.
- Partners with external stakeholders and community members to take an all-hazards, whole community approach to disaster preparedness, mitigation, response, and recovery.
- Identifies and implements mitigation strategies that reduce vulnerability to hazards.
- Establishes and enacts lines of authority and partnerships to execute tasks and responsibilities.
- Clarifies functions and responsibilities of participating and cooperating departments, agencies, municipalities, organizations, and individuals.
- Develops processes to effectively return the City of Mountlake Terrace to normal as soon as possible.

2.2 Scope

This Annex coordinates prevention, response, and recovery efforts to disasters and emergencies impacting the incorporated area of City of Mountlake Terrace. As an annex to Snohomish County's CEMP, the Annex also describes the coordination between City of Mountlake Terrace and Snohomish County through the Department of Emergency Management ("DEM") and the County's Emergency Operations Center ("EOC").

Each department and responsible entity identified in this Annex will use the Annex and the County's CEMP as the basis for development and implementation of plans, policies, procedures, and guides to direct response and recovery in the event of a disaster or emergency to the City of Mountlake Terrace.

3. Situation

3.1 Jurisdiction Profile and Demographics

City of Mountlake Terrace is located in the south end of Snohomish County, on the King County border. The city is adjacent to Shoreline to the south (in King County), Brier to the east, Lynnwood to the north and Edmonds to the west.

The City is 4 square miles and is the second most densely populated city in the state, with a population of approximately 24,260 residents (2024 Snohomish County Growth Monitoring Report, Table P-1). The City is projected to grow by about 50% by 2044 to 34,710 residents. In 2006, the City adopted the Town Center Subarea Plan, which upzoned 82 acres surrounding the Mountlake Terrace Transit Center to a transit-oriented development. Many new developments have been constructed along Van Ry Boulevard and near the intersection of 236th St SW and 56th Street. More development is anticipated now that light rail is operating.

Some of the population characteristics to consider during emergencies include:

- 9% of the population have disabilities,
- 24% of the population speaks a language other than English at home, and
- 18% of the population are foreign born.

The City has direct access to I-5, which is adjacent to the Mountlake Terrace Transit Center. The transit center provides a central location for a Link light rail station; regional and local bus service provided by King County Metro, Community Transit, and Sound Transit with both on-highway direct access and a bus terminal at the transit center adjacent to a regional parking garage.

Vulnerable areas include some geological hazard areas or steep slopes adjacent to I-5, including two WSDOT owned road bridges that cross this area, and the light rail infrastructure that runs parallel to I-5. The City has an elevated light rail line completed in 2024, one bridge on Van Ry Boulevard, and several buildings that are four-stories or higher. All of these structures meet seismic standards. Another structure of concern is the City's Recreation Pavilion; this structure is constructed of concrete with a high concrete ceiling in the natatorium and does not meet seismic standards.

3.2 Hazard Identification and Risk Assessment

The Snohomish County Hazard Mitigation Plan (HMP) is published separately, and the accompanying risk assessment provides information on potential natural, technological, and human caused hazards throughout the County. The dynamic and cascading variables of a disaster may alter this assessment.

The Hazard Identification and Risk Assessment (HIRA) identifies Snohomish County's hazards and their potential and estimated consequences (including impacts to residents, buildings and infrastructure, the economy, and the natural environment). The HIRA identifies those hazards the County is at risk from as the basis for an all-hazards approach to preparedness, mitigation, response, and recovery. The table below is the ranking of the 13 hazards, from highest to lowest,

that the City faces. For more information on each hazard, please refer to the Mountlake Terrace's Annex to the Snohomish County Hazard Mitigation Plan.

Ranked Hazards	Local Description of Exposure and Vulnerability
Earthquake and Tsunami	Mountlake Terrace sits within the Cascadia Subduction Zone, a seismically active region stretching from British Columbia to Northern California. This fault system has generated powerful earthquakes at least five times over the past 2,000 years, and a future megaquake poses a significant threat to the region. Within the City, all infrastructure is at risk, particularly older buildings. The City's water main attached across I-5 is of particular concern. In the event of a major earthquake, the City could become isolated due to damage to critical transportation infrastructure, including Highway 99 and I-5. These routes are essential for bringing emergency aid into the area and for evacuating residents. Their loss would create population islands, severely limiting access to resources, medical care, and external support for days or even weeks. The compounded effects of structural damage, transportation disruption, and limited communication capacity underscore the City's high vulnerability to seismic events and their cascading impacts. The City is located approximately 4 miles inland from Puget Sound when measured by road distance and at a significantly higher elevation relative to the Puget Sound shoreline. This places it east of the coastal areas most vulnerable to direct tsunami impacts, but some areas of Snohomish County would be vulnerable to inundation. If coastal jurisdictions are directly impacted by a tsunami, regional transportation, emergency services, and supply chains may be disrupted, potentially delaying aid and resources to the City. Evacuees from affected areas could increase demand on local shelters and public services. Overall, the most serious impacts would be to the water, sewer, stormwater, and transportation systems in addition to older buildings. Significant vulnerabilities exist.
Wildfire	Smoke and transportation issues related to wildland fire has previously impacted the City, most recently in the summer of 2022 from the Bolt Creek fire. Concerns include public health (from smoke), public safety, transportation, impacts to economic development (loss of business and tourism), and water supply/quality. Much of the City's Urban Growth Area (UGA) lies in within an urban tree canopy and is at medium risk of wildfires, given the right circumstances (e.g. high

	winds, low humidity, etc.). If wildfires impact other jurisdictions, regional air quality and transportation systems may deteriorate, increasing public health risks and limiting access to the City. Economic losses from tourism and business disrupt recreational areas are affected. Water supply and quality could also be compromised, and post-fire landslide risks may increase. Moderate vulnerability exists.
Cybersecurity	The City is often the recipient of malicious e-mail attempts for phishing. City IT staff continually work to mitigate with updating software, backing up files, and training the other City staff to identify attempts to break into the network. All City infrastructure, including water facilities, City Hall, and the Public Works yard, would be at risk. Moderate vulnerability exists. If a cybersecurity breach affects other jurisdictions, regional IT networks and shared systems may be compromised, increasing the risk of intrusion into the City's infrastructure. Disruption to interagency communication and emergency coordination could delay response efforts. Additionally, attacks on nearby utilities or government systems may indirectly impact city operations and public services.
Aircraft Accident	Paine Field Airport is located about 10 miles north of the City, which accommodates both commercial and private airlines. Many flight paths to and from Paine Field are directly above or near the City's airspace at a relatively low elevation. SeaTac Airport and Boeing Field are located about 30 and 20 miles south of the City. Similar to Paine Field, many flight paths from these locations are directly above or near the City's airspace but at a higher elevation. Medium vulnerability exists. Public safety concerns may arise from hazardous materials or airspace disruptions. Impacts to the local workforce could be significant, as many residents are employed at these facilities and emergency response resources may also be strained, particularly if multiple jurisdictions are involved.
Severe Weather Events	Except for the COVID-19 pandemic, most emergency incidents the City has responded to in the past 20 years have been weather related. Flooding, snow and ice, wind, and other severe weather events have caused property loss, power disruption, and/or transportation disruption in the past. Winter rain events with high winds have led to power outages affecting most of the City and downed trees and power lines caused several street closures. All infrastructure within the city is at high to moderate risk of vulnerability, especially older infrastructure.

	The City has a priority snowplow map and priority flooding locations map to use in preparation for and during events to guide staff during their field response.
Hazardous Materials	Due to its proximity to key transportation corridors, the City faces a notable vulnerability to hazardous materials incidents. I-5 divides the east and west side of the City. The City is bordered by 220th St SW to the north, 205th St SW to the south, and HWY 99 to the west which are heavily trafficked by commercial vehicles such as tanker trucks and tractor trailers. The convergence of these routes near densely populated and critical infrastructure areas increases the risk of hazmat-related accidents, spills, or derailments that could impact public safety and environmental health. In addition, Snohomish County Transfer Station is located within the industrial area of the City. Moderate vulnerability exists.
Volcano	The City is exposed to volcanic hazards from Glacier Peak, an active volcano located in eastern Snohomish County, and from Mount Rainier. Glacier Peak has produced some of the most explosive eruptions in the continental U.S. over the past 15,000 years. While the City is not in the immediate impact zone, ashfall from a major eruption could affect air quality, transportation, and power systems. Vulnerable populations, including seniors, children, and those with disabilities, may face heightened risks due to limited mobility and access to emergency resources. Buildings and infrastructure, especially older structures, could be impacted by ash accumulation and service disruptions. Moderate vulnerability exists, but much could be mitigated with preparedness measures, education, and identification of evacuation routes. If a major eruption occurs outside Snohomish County but within the region, transportation, air quality, and power systems could be severely disrupted, affecting the city even if it outside the immediate impact zone. Ashfall may damage infrastructure and contaminate water sources, while vulnerable populations could face heightened health and mobility risks. Economic impacts may also be felt locally, especially if the regional workforce—including City residents employed in affected areas—is displaced or unable to commute.
Disease Outbreak	The City and its surrounding areas are susceptible to human health hazards, particularly due to their location at the intersection of two major transportation highways—SR 99 and I-5. These corridors facilitate high volumes of regional and interstate travel, increasing exposure to communicable diseases and other public health threats.

	The COVID-19 pandemic highlighted the vulnerability of communities like the City to widespread health emergencies. It underscored the importance of preparedness, rapid response coordination, and resilient healthcare and communication systems. Challenges such as supply chain disruptions and limited access to medical resources create moderate risk.
Extreme Heat & Drought	The City is increasingly vulnerable to extreme heat events due to a combination of environmental and demographic factors. Numerous urban "heat islands"—areas with dense development, limited tree canopy, and high concentrations of asphalt and concrete—amplify temperatures during heatwaves, posing serious health risks. Seniors, children, and those with health issues are particularly susceptible to heat-related illnesses and may face barriers to accessing cooling resources. As climate change drives more frequent and intense heat events, the City's vulnerability is expected to grow. As of 2025, 100% of Snohomish County is affected by drought conditions, with the area experiencing its 6th driest year-to-date in 131 years and a precipitation deficit of over 11 inches. The Washington State Department of Ecology issued a drought emergency declaration for portions of Snohomish County in June 2025, citing water supply shortages and reduced snowpack levels. Smaller communities and agricultural area face increased risk. This vulnerability affects not only water availability for residents and businesses but also agriculture, streamflow, and public health, especially during prolonged dry spells. As climate projections indicate continued variability in precipitation and snowpack, vulnerability will increase. Medium vulnerability exists.
Mass Earth Movement	The City contains several steep slope areas adjacent to roadways, residential neighborhoods, and commercial zones. While historically considered to have low vulnerability, changing climate conditions—particularly the increase in frequency and intensity of heavy rainfall events—have elevated the risk of mass earth movement. Intense and prolonged precipitation can saturate soils beyond their capacity, triggering unexpected slope failures and landslides. These events pose threats to public safety, property, and infrastructure, especially in areas with older retaining systems or limited drainage. The combination of steep terrain and evolving climate patterns means that vulnerability to landslides and slope movement is increasing. A mass earth movement presents a minor to moderate risk to both water supply and wastewater collection systems, because it could damage infrastructure both above ground and below. If mass earth movement affects other jurisdictions, regional transportation routes and utility corridors may be disrupted, limiting

	access to and from the City. Emergency response resources could be diverted or delayed, especially if neighboring areas experience widespread damage.
Dam Failure	The City owns and maintains a few low-head, earthen dams but due to their size formal emergency actions plans (EAPs) are not required. Failure of these earthen dams would result in impacts to downstream communities in the City of Lake Forest Park. Low vulnerability exists.
Active Assailant	The City faces a medium vulnerability to active assailant incidents due to a combination of public gathering spaces and demographic factors. Hosting more than two dozen special events annually—including parades and festivals— the city presents multiple targets for manmade threats. Mountlake Terrace High School reflects national trends in rising mental and behavioral health challenges among youth, as noted by the CDC. Additionally, the City’s compact downtown, limited ingress/egress routes, and concentration of public facilities increase the complexity of emergency response and evacuation. Medium vulnerability exists.
Flood	Localized flooding from creeks and low-lying areas is a persistent and consistent threat to the City. However, the city has a critical flooding list and map to help crews prepare for and respond to flooding events. As climate change increases the intensity and unpredictability of precipitation events, the City’s vulnerability to flood is at a medium level.

3.3 Economy

The City currently has 8,431 jobs and is expected to increase that number to 11,148 by 2044. In 2022, 10,878 of Mountlake Terrace residents worked outside of the City compared to 6,363 commutes to the City for work according to the U.S. Census Bureau LEHD Origin-Destination Employment Statistics. The City is primarily residential with one anchor business, Premera, a few medium sized businesses, and many small businesses.

The primary employers (separated by distinct physical locations) in the City include:

- Premera
- 1st Security Bank, FS Bancorp Inc.
- Umpqua Bank
- West Plaza Retail (including DD Meats)
- Mountlake Terrace High School
- City of Mountlake Terrace Civic Campus (City Hall, Fire Department, Police Department, Library)
- City of Mountlake Terrace Recreation Pavilion
- City of Mountlake Terrace Operations

3.4 Government Structure

The City is a code city and has a Council-City Manager form of government, with seven councilmembers who are elected at large. The role of City Council is to enact laws and set policies which are implemented by the City Manager and staff. Through these legislative actions, the Council adopts goals and strategies in accordance with their vision for the community. The goals are carried out under the direction of the City Manager who is appointed by the City Council to oversee the staff and daily operations. The core city services include administration, recreation and aquatics, street operations, construction and maintenance, stormwater utility, sewer and water distribution utilities, and police.

The City's emergency framework is structured as follows:

- **Primary Declaring Authority:** As the "executive head" of the city under Washington state law (RCW 38.52.010), the City Manager has the sole authority to formally proclaim a local state of emergency or disaster.
- **Executive Orders:** Following a declaration, the City Manager exercises this authority through Executive Orders to direct city personnel, services, and equipment as necessary to manage the crisis.
- **City Council Ratification:** Local emergency proclamations issued by the City Manager must typically be ratified by the City Council at their next available meeting to remain in effect beyond a standard short-term window.

3.5 Operations

3.5.1 Emergency Operations Board

The City's Emergency Operations Board (per MTMC 2.725.030) is hereby created to provide policy direction for emergency preparedness and mitigation. The Emergency Operations Board shall oversee the activities of, and provide direction to, the Emergency Management Committee during major emergencies and disasters. The Emergency Operations Board is responsible for the development and maintenance of the emergency operations plan.

The Emergency Operations Board (EOB) is authorized by the City Council to provide policy direction during emergencies. The EOB shall oversee the activities of, and provide direction to, the Emergency Management Committee (EMC) during major emergencies and disasters. The City Manager shall serve as the EOB Chair, and the Disaster Response Coordinator shall serve as the EOB Vice Chair.

The following roles will serve on the EOB:

- City Manager
- Disaster Response Coordinator (assignment varies by disaster)
- Deputy City Manager
- Communications Manager
- Public Works Department Director

- Community and Economic Development Department Director
- Police Chief
- Finance Department Director
- Public Information Officer

The EOB will typically have the following key duties during an emergency:

- **Policy Direction and Strategic Decision-Making:** The EOB provides the high-level "vision" for the response. They set the overall incident objectives and make critical policy decisions—such as authorizing curfews, mandatory evacuations, or the suspension of non-essential city services—to ensure the response aligns with the City's legal and political priorities.
- **Proclamation and Legal Authority:** The EOB, primarily through the City Manager, has the authority to formally proclaim a local emergency. In coordination with the City Attorney, the EOB will ensure all emergency orders are legally sound, drafted correctly, and formally communicated to the City Council for ratification and to state agencies for potential aid.
- **Financial and Resource Priority Authorization:** The EOB authorizes extraordinary emergency spending that exceeds standard limits. It prioritizes the allocation of limited City resources between competing department needs and authorize the activation of major mutual aid agreements or emergency contracts.
- **Executive-Level Liaison and Political Coordination:** The EOB serves as the primary link to external leadership. It coordinates with county, state, and federal officials, as well as private sector CEOs and heads of non-profits, to ensure a unified regional response and to advocate for the City's specific needs.
- **Unified Public Messaging and Crisis Communication:** Working closely with the PIO, the EOB ensures the City speaks with "one voice." It approves major press releases and holding statements, and the City Manager or a designated Department Head often serves as the official spokesperson for high-profile media briefings to provide public reassurance.

3.5.2 Emergency Management Committee

The City's Emergency Management Committee (EMC) shall provide direction and expertise in the development of the CEMP and all supporting documents. The City's Disaster Preparedness Coordinator (DPC) shall serve as the chair of the committee and shall provide direction and expertise in the preparation for disasters and shall be subject to the direction and control of the Deputy City Manager.

The EMC is comprised of key personnel designated by each department director. Members will normally staff the Mountlake Terrace Emergency Operations Center (EOC) as necessary during activation and coordinate the activities in their respective divisions or areas of responsibility during major emergencies and disasters. The following roles will serve on the EMC:

- Deputy City Manager
- Public Works Department Director (DPC)
- City Engineer
- Community & Economic Development Director
- Building Official
- Recreation, Parks and Facilities Department Director
- Police Commander(s)
- Finance Department Director
- Communications Manager (PIO)

The City's EMC shall meet on a regularly scheduled basis to ensure that the City is prepared for emergencies and disasters. The EMC does not have a designated role during an emergency.

3.5.3 Emergency Operations Team

The City's Emergency Operations Team (EOT) will be comprised primarily of operational team leaders. The event-based DPC will serve as the lead for the EOT. The event-based DPC assignment may vary by the type and nature of the disaster. Examples of staff who would be involved in this team, pending the type of emergency, include:

- Disaster Preparedness Coordinator
- Public Works Director
- Maintenance Supervisors
- Police Commanders or Sergeants
- Building Official
- City Engineer or a designee
- City Traffic Engineer
- IT Department Director or designee
- Finance Department Director or designee
- GIS Analyst
- Communications Manager (PIO)

The EOT would typically focus on these core duties:

- **Executing the Incident Action Plan (IAP):** The EOT is responsible for turning the strategic objectives set by the EOB into actionable assignments. The DPC oversees the execution of the Incident Action Plan (IAP) across all involved departments, from immediate police and fire response to infrastructure repairs by public works teams.
- **Information Management and Maintaining the Common Operating Picture (COP):** Team members (PIO, IT Director, Police Commanders, PW Supervisors) gather raw data from the field, filter, verify, and consolidate it into a single, accurate view of the situation (the COP). The event-based DPC then uses this COP to brief the EMC and inform operational adjustments. The EMC will inform the EOB as appropriate.
- **Resource Management, Tracking, and Allocation:** The EOT manages the logistics of the response. The Public Works Director and Maintenance Supervisors coordinate the deployment of heavy equipment, while IT Directors manage the distribution of communication devices. They track resource needs and formally request additional assets from regional partners when local supplies are exhausted.
- **Technical Specialization and Problem Solving:** The EOT uses its specific expertise to solve complex operational problems. The City Engineer, City Traffic Engineer and Building Official provide rapid structural assessments for damaged infrastructure, determining the safety of buildings and roads. Police Commanders manage law enforcement operations and ensure public order and safety measures are implemented in the field.
- **Managing Internal and External Communication Flow:** The IT Director ensures the EOC's internal communication systems are functional and redundant. The PIO manages the flow of authorized, consistent information to the media and public, while the Disaster Coordinator acts as the central link to provide operational updates to the high-level Emergency Management Board for their awareness and policy guidance.
- **Populate the necessary positions in the Emergency Operations Center (EOC) if opened:** The EOT would also populate the necessary positions within the EOC if it is open for an emergency.

3.6 Whole Community

The whole community approach to emergency management refers to a commitment to incorporating participation and input from partners in the private and nonprofit sectors, including nongovernmental organizations and the public into emergency preparedness activities. The importance of the whole community in emergency management planning is that individuals, families, businesses, government, nonprofit and faith-based organizations come together to prepare for disasters and represent the needs of their respective communities. This includes those with limited English proficiency, access and functional needs, aging populations, children,

and those from culturally diverse backgrounds. This Annex endeavors to engage the whole community during the planning process.

Whole community also includes a determination of the best ways to organize and strengthen resources, capacities, and interests. Engaging in whole community, emergency management planning builds a more effective path to societal security and resilience. This Annex supports the following whole community principles:

- Understand and meet the needs of the entire community, including people with disabilities and those with other access and functional needs.
- Engage and empower all parts of the community to assist in all phases of the disaster cycle, including those who do not speak English as a primary or native language.
- Strengthen activities that work well daily to be leveraged in a disaster response.

In keeping with the whole community approach, this Annex was developed with the guidance of representatives from the following departments and agencies to access, address, and plan for the needs of our communities during disasters.

- Public Works Department
- Recreation, Parks, and Facilities Department
- Community and Economic Development Department
- Police Department
- Finance Department
- City Manager's Office
- South County Fire
- Snohomish County
- City of Edmonds Public Works Wastewater Division
- Alderwood Water and Wastewater District

3.7 Planning Assumptions

The following assumptions apply to this Annex:

- Local authorities maintain operational control and responsibility for emergency management activities within their jurisdiction, unless otherwise superseded by statute or delegation of authority.
- Some emergencies or disasters will occur with enough warning that appropriate notification can be achieved to ensure some level of preparation. Other situations will occur with no advanced warning.
- Priority of response and recovery will be to protect life, property, the environment, and the economy.
- An incident may overwhelm the capabilities of the City or Snohomish County to provide prompt and effective emergency response and recovery.
- If the situation is beyond the response or recovery capabilities of the City or Snohomish County, then the City, County, or outside agencies will request activation of the County's Emergency Operations Center (EOC) who, as available and appropriate, will coordinate

with other city, town, tribal, county, State, and Federal emergency management agencies and responders.

- Response and recovery are best coordinated at the lowest level of government.
- Infrastructure damage after a major disaster could cut parts of the City off from assistance. City residents, businesses, and industries need to be prepared to be self-sufficient following a disaster for a minimum of fourteen days.
- Communications systems may be overloaded and/or suffer physical disruption from incident damage and/or loss of staff.
- Emergency personnel may be casualties of the incident, preventing them from performing their assigned emergency duties.
- Separate or cascading incidents may complicate response and recovery operations.
- Survivors may be in life-threatening situations requiring immediate rescue and medical care. Resources for these rescues may not be available.
- Damage to lifeline infrastructure such as roads, rail, air transportation facilities, ports, seaport terminals, communications systems, and utilities (water, power, gas) may hinder emergency response efforts, as well as impact normal distribution of public/private resources (food, fuel, water, etc.).
- The City may be unable to satisfy all emergency resource requests during an emergency or disaster. The arrival of state and/or federal assistance may be delayed dependent upon the magnitude of the disaster.
- Emergency management activities are accomplished using the National Incident Management System (NIMS).
- Before requesting EOC resources, normal operational and mutual aid requests must be exhausted or are forecasted to be exhausted.
- The Annex and activities will align with State and Federal plans unless they inhibit the response and recovery efforts of activities at the local level.
- Department and agency supporting plans and procedures are updated and maintained by responsible parties but align with this Annex.
- The Annex may not cover all aspects of every disaster but provides a framework response to all hazards.
- Vulnerable populations (including but not limited to those who may have special health or medical conditions, disabilities, access and functional needs, limited English proficiency, children, or those that may be experiencing homelessness) have unique needs and may require additional assistance before, during, and after disaster.
- Mitigation activities conducted prior to an emergency or disaster may reduce loss of life, injuries, and damage.

4. Organization, Roles, and Responsibilities

4.1 Responsibilities and Tasks by Phase

Phase of Emergency Management	City Manager's Office (with Executive Assistant Support)
Preparedness	• Participate in training exercises. • Develop plans for employee notification and support during disaster activities.
Response	• Proclaim local emergency and provide visible leadership to the community • Coordinate communications with PIO and Emergency Committees. • Request assistance from Snohomish County DEM, if necessary. • Execute emergency activities authorized by City Code. • Carry out the duties of the City Manager. • Maintain continuity of government. • Proclaim special emergency orders under Mountlake Terrace City Ordinance 2201.
Recovery	• Provide closure to emergency with summary of disaster, current situation, updates, and safety guidelines. • Provide next steps to public via social media, press release, press briefings, website. • Provide up-to-date resources and report information for public to stay informed on the latest developments. This could be by phone, website, email, or social media.
Emergency Operations Center	• Provide overall direction of the City's emergency operations as the EOB Chair. • Provide policy direction through the EOB. • Provide policy direction, recommendations, and planning.
Phase of Emergency Management	Deputy City Manager (with City Clerk Support)
Preparedness	• Participate in external and internal trainings. • Build network with other Deputy City Manager's focused on emergency management preparedness.
Response	• Review contracts for emergency work and procurement. • Assist in identifying sources of disaster funds if departmental budgets are exceeded. • Assist departments with the compilation of disaster related financial information.

	• Provide support to the Recreation and Parks Department to develop plans for providing limited temporary shelter for individuals with access and functional needs. • Provide support to the Recreation and Parks Department to develop plans to coordinate volunteer groups to assist individuals with access or functional needs in their homes. • Coordinate the registration of temporary emergency workers and volunteers. • Coordinate city-wide planning efforts for the evacuation of City buildings through the City Safety Committee. • Provide support in the coordination of food and water distribution until Red Cross Mass Care Program is activated. • Secure public records as necessary.
Recovery	• Provide financial oversight and grant management. • Provide interagency and stakeholder liaison. • Ensure equitable recovery and inclusion.
Emergency Operations Center	• Ensure that the EOC is fully staffed and has adequate resources.
Phase of Emergency Management	Communications Manager / PIO
Preparedness	• Provide public with education on safety and emergency preparedness per DEM.
Response	• Maintain public confidence through clear and consistent communication and by providing accessible and timely information. • Warn the public of impending disasters and provide adequate instructions before, during, and after an emergency. • Develop and execute communication plan based on type and severity of emergency. Submit plan to City Manager for approval. • Connect with County DEM and PIO for coordination and next steps. Coordinate dissemination of emergency warning information through available City resources and DEM. • Decide on media spokesperson/spokespeople with EOT and prepare statement to go out across communications City Manager, Deputy City Manager, PIO, and Police Department channels. • In coordination with City Manager, announce emergency declaration via press release, website, social media channels, news (broadcast/radio).

	• Work in conjunction with City Manager and media spokesperson to coordinate press briefings, as needed. • Relay emergency information to the public using social channels, news media, website, and other emergency channels. • Coordinate updates from departments in Emergency Operations Center using one method/channel. Filter through City Manager for approval before publicizing. • Coordinate dissemination of emergency warning information with DEM through the Emergency Alert and Radio Systems and available DEM resources. • Provide internal situation reports, as needed.
Recovery	• Inform residents and business owners about available local, state, and federal aid including locations of disaster assistance centers and application deadlines. • Provide progress updates on recovery efforts. • Release official incident statistics. • Facilitate public engagement and feedback. • Conduct post-crisis evaluations.
Emergency Operations Center	• Coordinate messaging with the EOC.
Phase of Emergency Management	City Council
Preparedness	• Participate in training exercises as appropriate.
Response	• Appropriate emergency funds to meet community needs. • Make policy decisions by ordinance, as needed.
Recovery	• Appropriate recovery funds as needed • Modify policies, if needed, based on lessons learned from emergency actions.
Phase of Emergency Management	Emergency Preparedness Coordinator
Preparedness	• Serve as chair of and oversee the organization, administration, and operation of the Emergency Management Committee (EMC). • Resolve questions of authority and responsibility among EMCs • Draft, review, and recommend disaster preparedness and mutual aid plans and/or agreements.

	• Draft, review, and recommend ordinances and resolutions necessary to implement plans and agreements. • Organize and direct the training of the EMC, including practice drills.
Response	• Coordination with regional partners for supplies, assistance, and information. • Coordination with vendors for supplies. • Coordination between Emergency Management Policy Team and EOC Team. • Coordination with Public Works Supervisors and Leads.
Recovery	• Prioritize damage and repair work. • Document damage and repair costs. • Coordination with regional partners and regulatory authorities.
Emergency Operations Center	• Serve as the EOC lead. • Serve as the liaison with the Emergency Policy Team and/or Executive Team.
Phase of Emergency Management	Emergency Operations Team
Preparedness	• Plan Development and Revision: Collaborate to create and update the Emergency Operations Plan (EOP), City Emergency Management Plan (CEMP), Hazard Mitigation Plan (HMP) and other related plans. This involves conducting Threat and Hazard Identification and Risk Assessments to ensure the plan addresses current regional risks, such as severe weather or infrastructure failure. • Training and Exercises: Participate in regular training sessions and simulation exercises (such as tabletop or full-scale drills) to validate procedures. These exercises are designed to test communication redundancies, identify resource gaps, and ensure all staff are proficient with current EOC technologies. • Establishing Mutual Aid and Partnerships: Identify and formalize Mutual Aid Agreements with neighboring jurisdictions and private-sector partners. This ensures that "surge capacity" for personnel and specialized equipment is pre-arranged before a crisis occurs. • Resource and Equipment Maintenance: Members are responsible for the ongoing readiness of the physical EOC facility. This includes testing backup power systems (generators), verifying the reliability of interoperable radio and satellite communications, and maintaining essential supplies. • Personnel Qualification and Certification: Ensure that all staff are qualified and certified for their specific roles (e.g., Operations Chief, Logistics Chief). This involves maintaining up-to-date rosters and ensuring staff understand their "call-back" procedures for sudden activations.

Response	• Information Collection, Analysis, and Dissemination: Acts as a "nerve center," gathering data from field responders, sensors, and outside agencies to maintain a Common Operating Picture. This includes preparing situation reports and maps to help leaders make informed decisions. • Resource Management and Coordination: Identifies, acquires, and tracks resources that exceed the capacity of on-scene responders. This involves coordinating with local, state, and federal partners to source personnel, equipment, and supplies. • Interagency Coordination and Policy Direction: Brings together representatives from diverse sectors to synchronize their efforts. It also provides high-level policy guidance on strategic priorities, such as authorizing curfews or protective measures. • Public Information and Warning: Manage external communications to ensure the public receives accurate, timely, and consistent safety instructions and emergency alerts across multiple platforms. • Logistics and Financial Accountability: Manages the "business" of the emergency by handling immediate expenditures, documenting personnel hours, and tracking costs. This meticulous record-keeping is vital for future state and federal disaster reimbursement.
Recovery	• Coordinating Post-Disaster Damage Assessments: Serves as the central hub for collecting and analyzing damage reports from field teams (e.g., Public Works and Building Inspectors). This data is used to provide situational awareness of the disaster's scope and to determine if damages meet the thresholds required for a formal State or Federal Disaster Declaration. • Managing Disaster Assistance and Documentation: Ensure all emergency activities, personnel hours, and equipment costs are meticulously documented. This administrative rigor is essential for the City to successfully apply for and receive financial cost recovery from agencies like FEMA through programs such as Public Assistance. • Facilitating the Restoration of Essential Services: Coordinates the strategic prioritization of utility and infrastructure repairs. This includes working with both City departments and private utility partners to restore potable water, sewer services, electricity, and critical transportation corridors in a logical, efficient sequence. • Transitioning to Long-Term Recovery Frameworks: Manages the handoff of responsibilities from emergency support functions to Recovery Support Functions. This involves establishing coordination groups that focus on long-term goals like housing assistance, economic revitalization, and community well-being. • Conducting After-Action Reviews: Leads the evaluation of the response and initial recovery efforts. They identify "lessons learned" and coordinate the drafting of an After-Action Report to improve future emergency plans, update city ordinances, and strengthen overall community resilience.

Emergency Operations Center	The Emergency Operations Team is typically focused on the following at the EOC during an emergency: • Establishing and Maintaining a Common Operating Picture: Collect, analyze, and verify all information from field operations (Police, Fire, Public Works) and external agencies. This data is displayed and shared among all team members to ensure everyone has a shared, accurate understanding of the incident's scope, status, and impacts, enabling coordinated decision-making. • Resource Management and Allocation: Identify, prioritize, and track the resources needed for the response. When local resources are depleted, the EOT coordinates requests for additional personnel, equipment, supplies, and facilities through mutual aid agreements with neighboring jurisdictions or state/federal partners. • Coordinating Inter-Agency Response: The EOT serves as a central hub where representatives from different city departments (Public Works, IT, Finance, etc.) and outside agencies (Red Cross, Snohomish Health Department) come together. The EOT synchronizes these diverse activities to ensure a unified and efficient effort, preventing conflicting actions and promoting a common purpose. • Developing and Implementing the Incident Action Plan (IAP): The EOT Planning section, in coordination with other sections, develops the IAP for each operational period (e.g., 12 or 24 hours). This plan outlines the specific objectives, strategies, and resource assignments for managing the incident, which the EOT Operations section then executes. • Providing Public Information and Warnings: The EOT includes a Public Information Officer (PIO) who manages all external communication. They coordinate with the policy group and other sections to ensure timely, accurate, and consistent information and instructions (e.g., evacuation orders, shelter locations, health advisories) are released to the media and the public.
Phase of Emergency Management	“Event Based” Emergency Preparedness Coordinator
Preparedness	• Coordinate emergency activities of local agencies in preparing and responding to disasters. • Coordinate mitigation and preparedness activities as appropriate.
Response	• Work with Communications Manager to coordinate with agencies during a disaster. • Work with Communications Manager and City Manager’s Office to assist with public information during response. • Coordinate Proclamation of Local Emergency with the City Manager and DEM Director. • Assist with the emergency proclamation. • Manage the Mountlake Terrace EOC during activation.

	• Request outside assistance, when necessary, from the Snohomish County Department of Emergency Management, Washington State Emergency Operations Center (SEOC), and/or the Federal Emergency Management Agency (FEMA) through the DEM Director. • Assist responsible City staff to prepare and submit the disaster assistance paperwork to the appropriate agencies. • Support the Police Department with amateur radio operators and CERT volunteers during disaster operations. • Act as liaison between City personnel and military personnel responding to an emergency.
Recovery	• Act as point-of-contact for requesting disaster assistance from other governmental agencies (except mutual aid). • Collect damage assessments, incident reports, or other disaster analysis reports as necessary. • Coordinate the overall long term recovery efforts following a disaster. • Submit completed disaster assistance paperwork to the County for submittal to appropriate county, state and federal agencies. • Coordinate the establishment of disaster assistance centers to support community recovery efforts.
Emergency Operations Center	Coordinates with the EOC on the following items during an active emergency: • EOC Activation and Scaling: Works with the City Manager to determine when to activate the EOC based on incident complexity. Coordinate the "scaling" of the EOC, ensuring the correct Incident Command System (ICS) sections (Operations, Planning, Logistics, Finance) are staffed according to the specific needs of the disaster. • Maintaining the Common Operating Picture (COP): Lead the collection and analysis of field data to ensure all EOC sections see the same real-time information. This includes coordinating situational briefings and distributing authorized updates to regional partners. • Multi-Agency Resource Coordination: Manages requests for outside aid. Facilitate mutual aid Agreements with neighboring jurisdictions and coordinate with state or federal agencies (FEMA) to bring in specialized equipment or personnel. • Public Warning and Alerting: Oversee the technical and messaging aspects of the City's alert systems. Ensures that life-safety messages, such as evacuation orders or "shelter-in-place" notices, are coordinated with the Public Information Officer (PIO) and disseminated accurately across all platforms. • Policy Integration and Executive Liaison: Serves as the primary advisor to the City Manager. Translate executive priorities into actionable objectives for EOC staff and ensure that emergency proclamations or legal ordinances are drafted and implemented correctly.

Phase of Emergency Management	Finance Department
Preparedness	• Establishing Emergency Reserves and Liquidity: Manage the "Rainy Day Fund" or dedicated disaster reserves. Ensure these funds have sufficient liquidity to cover the first 30–60 days of an emergency before state or federal aid (like FEMA) is disbursed. • Negotiating Mutual Aid and Emergency Contracts: Formalize pre-event contracts and interlocal agreements. By bidding out services like debris removal, emergency catering, and temporary staffing before a disaster occurs, they lock in fair pricing and ensure rapid resource arrival during a crisis. • Developing Disaster Accounting Systems: Create a pre-built accounting framework, including specific "Project Codes" and digital tracking forms. This ensures that the moment an emergency is declared, staff can immediately begin documenting reimbursable costs in a format that meets FEMA and State audit requirements. • Maintaining Continuity of Financial Operations (COOP): Ensure that critical financial functions—such as payroll, accounts payable, and banking—can be performed remotely or from a backup site. This includes securing cloud-based access to financial software and establishing out-of-band banking procedures if local systems fail. • Managing Insurance and Risk Portfolio: Review and update the City's insurance policies, ensuring coverage for specific regional hazards (e.g., earthquakes or floods). Participate in Hazard Mitigation Planning to identify infrastructure projects that, if funded pre-disaster, will reduce the City's long-term financial liability.
Response	• Authorize Emergency Procurement Authority: Coordinate with the EOC to immediately activate pre-approved emergency spending limits. This allows departments to bypass standard, time-consuming purchasing protocols and quickly acquire critical resources like equipment, water, or life-saving services. • Establish Incident Cost Tracking (Disaster Accounting): Set up a specific, dedicated accounting structure for all emergency-related expenditures. This includes creating unique "activity codes" to meticulously track every hour of overtime, equipment usage, and purchase made during the event. This detailed accounting is essential for federal reimbursement claims later. • Ensure Payroll and Financial Continuity: Prioritizes maintaining a functional payroll system, even if the primary city hall is inaccessible. Ensure staff and first responders receive timely paychecks during the crisis, which is crucial for morale and continued operations. • Expedite Emergency Contracts: Review and execute pre-negotiated contracts with vendors for essential services, such as debris removal, temporary housing, or heavy equipment rental. This ensures a "surge

	capacity" of private sector resources is available to support the City's response efforts. • Provide Real-Time Expenditure Projections to EOC: Run estimates of operational costs. This data allows City command staff to make fiscally sound decisions about resource allocation and to anticipate the overall financial impact of the event
Recovery	• Grant Application and Management: Leads the formal application process for state and federal relief, such as FEMA Public Assistance and the Disaster Supplemental Grant Program. Act as the primary liaison for identifying eligible projects. • Audit-Ready Cost Documentation: Finalize the "disaster accounting" files, ensuring every dollar spent during the response is backed by rigorous documentation (e.g., invoices, force account labor records, and equipment logs). This documentation is critical to survive federal audits and ensure the City receives the typical 75% federal reimbursement share. • Economic Recovery Support: Leverage tools like Small Business Administration (SBA) Economic Injury Disaster Loans and specialized funding pathways to help local businesses rebound. • Financial Resilience and Risk Analysis: Conduct a post-incident evaluation of the City's financial vulnerabilities. Update reserve fund policies, evaluate insurance coverage adequacy, and may issue new debt or manage liquidity facilities to cover the remaining local share (often 25%) of recovery costs
Emergency Operations Center	The Finance Department will typically coordinate with the EOC on the following items during an emergency: • Emergency Procurement and Contracting: Works with the EOC to expedite the purchase of life-saving supplies, equipment, and services. This includes authorizing emergency spending that may bypass standard non-emergency bidding processes to secure rapid assistance. • Tracking Personnel Costs and Payroll: Coordinates the recording of all on-duty time for emergency response personnel. Ensure the City's financial continuity by maintaining payroll systems and processing specialized "Disaster Accounting" entries for mission-essential personnel. • Cost Recovery and Reimbursement Documentation: A critical function is the meticulous collection of incident logs, force account labor records, and expenditure receipts. This data is essential for the City to maximize reimbursement from state and federal agencies like FEMA. • Damage and Loss Estimates: Assist the EOC in assessing physical damage to public property and aggregate damage to private property. Provide the EOC with actual and projected expenditure estimates to inform policy decisions and budget adjustments. • Risk Management and Claims Processing: Coordinates the documentation and processing of workers' compensation and injury

	claims for City staff. Manage property and liability insurance claims related to disaster-induced damages. Financial Continuity of Government: Ensures that the City's bank can continue handling transactions and that revenue collection systems remain functional or have established fallback procedures.
Phase of Emergency Management	Public Works Department
Preparedness	- Facilitate and participate in internal and regional training exercises. - Serve as the current Emergency Preparedness Coordinator - Develop internal Standard Operating Procedures for emergencies. - Identify primary and secondary routes for prioritizing resources to keep life-safety access routes clear and open. - Train staff to assess damage to structures, roadways, and buildings.
Response – Engineering Division	- Provide information on current road conditions. - Collect damage assessment information. - Provide assessment of transportation routes, identify alternate routes, and provide temporary traffic control measures/devices and operational control of traffic signals. - Provide support, information, and recommendations on traffic routes during flooding. - Provide support in the initial damage assessment of City infrastructure. - Provide engineering and architectural services for transportation and municipal infrastructure. - Provide weather service updates and appropriate warnings and monitor rain gauges and other flood warning equipment. - Coordinate with area utility providers for restoration of services.
Response – Operations and Maintenance Division	- Keep storm, sewer, and water systems sanitary and operational. - Clear, maintain and/or repair major thoroughfares and bridges for emergency vehicles. - Provide equipment and operators to assist in emergency situations. - Coordinate debris removal, traffic control, road closures and protection of public property. - Provide damage assessment, debris removal, emergency protective measures, emergency and temporary repairs and/or construction for public works infrastructure. - Provide damage assessment, emergency repairs for City-owned vehicles, field communications equipment, department-managed facilities, and coordinate transportation facilities restoration (signals and streetlights). - Provide support in initial damage assessment and safety evaluation of essential City facilities. - Provide light and heavy equipment, generators and supplies.

	• Provide support to the Fire District in hazardous material incident response to City sewers and streets. • Provide support to the Fire District in managing fire response to an area and supporting traffic control. • Provide field communications support through existing communications equipment when requested. • Provide support to Community and Economic Development staff to determine building safety and recommend evacuation as appropriate. • Provide support to other departments in the damage assessment of City infrastructure. • Provide support to other departments in field activities as appropriate.
Recovery	• Engineering division provides expertise and recommendations for reconstruction, demolition and structural mitigation activities during recovery. • Provide initial interim repair and reconstruction and coordinate permanent repair and reconstruction of City facilities. • Provide support to, perform, or contract for major recovery work as appropriate. • Assist with utility restoration as appropriate. • Provide expertise and recommendation for reconstruction, demolition and structural mitigation during recovery period.
Emergency Operations Center	The Public Works Department typically coordinates with the EOC on the following items during an emergency: • Debris Management and Route Clearance: Coordinates the immediate removal of debris (e.g., fallen trees, snow, or wreckage) from "priority routes". This essential task ensures that fire, police, and medical personnel have clear access to incident sites. • Infrastructure and Facility Damage Assessment: Lead rapid structural evaluations of roads, bridges, and City-owned buildings. They provide the EOC with critical data on which facilities are safe to use, such as shelters or operational hubs and which must be condemned. • Restoration of Essential Utilities (Water and Sewer): Coordinates the emergency repair of broken water mains and sewer lines to maintain fire suppression pressure and protect public health. If utilities are privately owned, they act as the City's primary liaison to coordinate restoration priorities. • Flood Control and Stormwater Management: Coordinates monitoring of pipe networks, pump stations, and other structures. Manage flood-fighting efforts, such as sandbagging operations and the clearing of storm drains to prevent secondary flooding. • Traffic Control Support and Road Closures: Assist Police by providing and deploying physical barricades, temporary fencing, and detour signage. Coordinate the formal closure of unsafe roads and bridges to prevent public entry into hazard zones. • Emergency Contracting and Resource Sourcing: Works with the EOC to activate pre-negotiated emergency contracts for heavy equipment,

	potable water, or fuel. This provides the "surge capacity" needed when City resources are overwhelmed. • Support for Search and Rescue: Provide technical engineering advice and the heavy machinery required to support fire or specialized search and rescue teams during complex rescue operations involving collapsed structures or large-scale entrapment.
Phase of Emergency Management	Police Department
Preparedness	• Participate in internal and regional training exercises. • Develop emergency and evacuation plans for facilities under Police management.
Response	• Provide command and control for law enforcement field operations through established Incident Command Posts. • Provide guidance for emergency traffic control. • Direct or support evacuation efforts as appropriate. • Provide support to the Snohomish County Medical Examiner for identification of the deceased. • Provide support in the dissemination of emergency warning information to the public. • Participate in initial jurisdiction-wide damage assessment as appropriate. • Provide support to other departments in city-wide structural damage assessment, traffic control, emergency warnings, road closure and protection of property as appropriate. • Provide security at the EOC during activation. • Provide coordination of explosive device identification, handling, and disposal through outside agencies. • Provide for the identification and preservation of essential department records. • Document emergency related costs and activities. • Coordinate amateur radio operators and CERT volunteers during disaster operations.
Recovery	• Secure impacted areas and infrastructure. • Prevent criminal activity and maintain order. • Facilitate logistical and humanitarian support. • Conduct post-disaster assessments and reporting. • Provide community reassurance and wellness support.
Emergency Operations Center	The Police Department will typically coordinate with the EOC on the following items during an emergency: • Evacuation and Traffic Management: Coordinate with the EOC to design and enforce evacuation routes and road closures. The EOC provides the strategic map for regional traffic flow, while police officers execute perimeter control and manual traffic direction at critical junctions to ensure the safe movement of residents and emergency vehicles.

	• Public Safety and Security: Coordinate with the EOC to secure critical infrastructure—such as hospitals, shelters, and utility sites—and prevent looting or civil unrest in affected areas. • Search and Rescue Support: Provide field intelligence to the EOC regarding trapped individuals or high-risk zones. Coordinate with the EOC to request specialized regional search and rescue assets that exceed local capacity. • Intelligence and Situational Awareness: Officers in the field serve as "eyes and ears," relaying real-time reports on property damage and public needs to the EOC. The EOC aggregates this data into a Common Operating Picture (COP), which helps command staff prioritize the allocation of limited police resources. • Communications and Alerting: Coordinate with EOC staff to ensure that life-safety warnings (e.g., active threat alerts or shelter-in-place orders) are consistent and disseminated via the City's mass notification systems.
Phase of Emergency Management	South County Fire
Preparedness	• Participate in training exercises. • Develop emergency and evacuation plans for facilities under Fire District management.
Response	• Provide command and control for fire/hazmat field operations through established incident command posts as appropriate. • Provide fire suppression services. • Provide hazardous materials incident command and radiological monitoring. Coordinate with other government agencies as appropriate. • Provide light and heavy rescue response. Coordinate with other government agencies as appropriate. • Provide emergency medical services. When necessary and resources are available, coordinate the establishment of first aid stations, temporary medical treatment facilities and morgues within the jurisdiction. Coordinate transportation to hospitals. • Direct or support evacuation efforts as appropriate. • Provide support in the dissemination of emergency warning information to the public. • Provide support to the City for structural damage assessment, traffic control, emergency warnings, road closure and protection of property as appropriate. • Participate in initial jurisdiction-wide damage assessment as appropriate, including assessment of Fire District facilities.
Recovery	• Damage Assessment and Safety Inspections: Conduct rapid evaluations of structures and infrastructure to identify post-fire hazards like soil instability, debris flows, or compromised structural integrity. They may also assist building departments in determining if facilities are safe for re-entry or "habitation".

	• Emergency Stabilization and Hazard Mitigation: Non-emergency actions to prevent further damage, such as removing hazard trees, installing erosion control devices, or placing temporary barriers to protect recovering areas. • Post-Incident Analysis and Lessons Learned: Evaluate response to the disaster. This includes reviewing what prevention measures worked and identifying gaps in equipment, personnel, or training to better prepare the community for the next event. • Documentation and Financial Tracking: Document all personnel hours, equipment usage, and damaged assets. This documentation is critical for the City's liaison to FEMA for public assistance grants.
Emergency Operations Center	The South County Fire District typically coordinates on the following items with the EOC during an emergency: • Resource Sourcing and Tracking: While firefighters manage the immediate incident, the EOC handles the "big picture" logistics. The Fire District coordinates with the EOC to request, allocate, and track major resources that exceed on-scene capabilities, such as additional water tenders, specialized heavy rescue equipment, or fuel for fire apparatus. • Mutual Aid Coordination: For large-scale incidents like wildfires or mass-casualty events, the Fire District works with the EOC to activate and manage mutual aid agreements. The EOC serves as the hub for requesting assistance from neighboring jurisdictions, state agencies, or federal partners to ensure a unified regional response. • Situational Awareness and Multi-Agency Reporting: The Fire District provides real-time incident reports and field assessments to the EOC. This information is used to update the Common Operating Picture (COP), allowing City leaders to understand the scope of the fire or medical emergency and its impact on other city infrastructure, such as road closures or utility outages. • Specialized Function Management (HazMat and Search & Rescue): The Fire District is typically the lead agency for specialized functions like Hazardous Materials (HazMat) response and Search & Rescue (SAR). Coordination with the EOC is essential to ensure these high-risk operations have the legal, financial, and logistical support needed to operate safely over extended periods. • Public Information and Warning Integration: Fire District officials coordinate with the EOC's Public Information Officer (PIO) to ensure that life-safety messages—such as evacuation orders or "shelter-in-place" advisories—are accurate and disseminated rapidly through all city-wide alert channels.
Phase of Emergency Management	Recreation, Parks, and Facilities Department
Preparedness	• Develop plans for coordination of emergency sheltering and/or feeding following a disaster. This must include pets.

	• Develop emergency and evacuation plans for municipal facilities under City management. • Develop plans for and coordinate the utilization of City facilities for temporary emergency shelters. • Develop plans to coordinate volunteer groups to assist individuals with access or functional needs in their homes. • Assist in the development of plans to coordinate emergency feeding and shelter for City staff during disaster activities.
Response - Parks	• Provide support to Public Works for debris removal, traffic control, road closures and perimeter control. • Provide field communications support through existing communications equipment. • Provide light and heavy equipment, generators and supplies. • Coordinate the use of City vehicles for emergency transportation as appropriate. • Coordinate the use of City Parks for staging areas during disaster response. • Provide damage assessment for City-owned facilities. • Provide for debris removal, emergency protective measures, emergency, temporary and permanent repairs and/or construction for City buildings and facilities.
Response – Recreation	• Coordinate provision of food and water until Red Cross Mass Care Program is activated. • Coordinate with the Community Organizations Active in Disaster (COAD) for the provision of basic human needs such as temporary housing, clothing, household food, etc. • Work with State and Federal agencies during response and recovery to fill community unmet needs.
Response – Facilities	• Ensure generators are running, as needed, and there is sufficient fuel available. • Inspect City buildings and related facilities for damage and hazards. • Support public works with mechanical related issues, as needed. • Support inspectors with building assessments, as needed.
Response – Administrative Support	• Coordinate damage assessment and repair activities with the Department of Community & Economic Development. • Provide for the identification and preservation of essential department records. • Document emergency related activities and costs.
Recovery	• Coordinate for the provision of disaster mental health services following disaster response and into disaster recovery.
Emergency Operations Center	The Parks, Recreation and Facilities Departments coordinate with the EOC on the following items during an emergency:

	• Shelter and Mass Care Activation: Coordinates with the EOC to ensure these buildings are safe, ADA-compliant, and equipped with functional backup power and sanitation systems for large populations. • Logistics and Resource Staging: Large open spaces like athletic fields and park parking lots are used as distribution centers for food and water or as debris staging sites. The department coordinates with the EOC to manage site access for heavy machinery and emergency vehicles. • Facility Safety and Infrastructure Maintenance: Manages the integrity of City-owned buildings. They coordinate with the EOC to conduct rapid damage assessments, manage emergency generator fuel levels, and ensure that critical environmental systems (HVAC, water, and lighting) remain operational during the crisis. • Personnel Deployment and Special Event Skills: Department staff are often cross trained as disaster service workers. Because they are experienced in planning large-scale special events (crowd control, logistics, and multi-department collaboration), they are frequently deployed to manage the "human side" of an emergency response. • Debris Management and Access Clearance: Parks maintenance crews use specialized equipment—like chainsaws, loaders, and woodchippers—to clear fallen trees and debris from critical access roads and public trails. This coordination ensures that first responders can reach affected areas without obstruction.
Phase of Emergency Management	Community and Economic Development Department
Preparedness	• Develop emergency evacuation plans for municipal buildings. • Develop emergency and evacuation plans for facilities used by the Department. • Develop plans to address land use, environmental impact and related mitigation activities following disaster.
Response	• Coordinate inspectors to compile initial damage assessment and safety evaluation of essential buildings following disaster. • Document and post information on red-tagged buildings. • Provide support for evacuation planning and assist in evacuation efforts as appropriate. • Provide support to the Fire District in the evaluation of structures during rescue operations. • Provide support in the initial damage assessment of City infrastructure.
Recovery	• Provide for a streamlined permitting process in the wake of disaster to facilitate recovery efforts. • Provide maps for use in support of response and recovery operations. • Provide support for reconstruction, demolition and structural mitigation activities during recovery period. • Perform or contract for major recovery work as appropriate.

Emergency Operations Center	• Coordinate building inspection teams • Analyze, map, and disseminate damage assessments and safety evaluations to local officials and the County EOC
Phase of Emergency Management	Information Technology Department
Preparedness	• Develop and Test an IT Disaster Recovery Plan (ITDRP): Compile an exhaustive inventory of critical hardware, software, and data. This plan includes defining Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) and must be tested annually to ensure data can be successfully restored from backups under stress. • Implement a Multi-Layered Backup Strategy: Maintain three copies of data on two different media types, with one copy stored securely off-site or in the cloud. • Strengthen Cybersecurity for Critical Systems: Prioritize the protection of essential services (e.g., 911 dispatch, utility controls) through Multi-Factor Authentication (MFA), regular vulnerability scans, and Endpoint Detection and Response (EDR) tools. This ensures that malicious actors cannot exploit a physical disaster to launch a concurrent cyberattack. • Establish Redundant Communication Channels: Prepare "out-of-band" communication tools. This includes setting up satellite internet (e.g., Starlink), maintaining caches of programmed two-way radios, and ensuring city leadership is enrolled in priority services like FirstNet or GETS/WPS for cellular priority. • Formalize Continuity of Operations (COOP) for IT: Prepare for "business as usual" from anywhere by ensuring all essential staff have ruggedized laptops, secure VPN access, and digital versions of emergency playbooks stored in offline-accessible locations. This allows the IT team to manage the City's network even if City Hall is inaccessible.
Response	• Provide computer and telecommunications support to the EOC. • Provide liaison for coordination with telephone service providers for the re-establishment of telephone services to the City government and guidance to departments for the protection of telephone systems. • Provide City departments with guidance and direction for the protection of computer hardware, software and data.
Recovery	• Early Detection and Incident Assessment: Use real-time monitoring tools to spot system performance issues or security breaches early. Assess the severity, identifying which services are affected and the potential for data loss. • Activating Communication Redundancy: Ensure seamless communication by coordinating unified systems that work across multiple devices including maintaining backup internet, satellite links, and emergency radio networks to support responders if primary networks fail.

	• Containing Threats ("Stop the Spread"): Act to contain issues by disconnecting affected systems, disabling compromised accounts, or activating emergency firewall rules. • Defending Critical Infrastructure: Prioritize the security of the critical infrastructure sectors, such as water, energy, and emergency services, against cyber and physical threats. • Supporting the Common Operating Picture (COP): Manage the integration of digital tools like GIS mapping and federated video to provide accurate, real-time situational awareness for the EOC. • System Restoration and Data Recovery: Identify the root causes and begin restoring services from backups. Test systems in controlled environments to confirm data integrity before bringing them back online for public use. • Continuous Monitoring and Prevention: Implement ongoing health checks and automated security scans to prevent secondary incidents and ensure long-term stability.
Emergency Operations Center	The IT Department coordinates with the EOC on the following items during an emergency: • Establishing and Maintaining Communications Infrastructure: Manages the technical setup for EOC operations, including redundant internet connections, encrypted VoIP lines, satellite links, and emergency radio caches to ensure constant contact with field units and regional agencies. • Common Operating Picture (COP) Support: Facilitates the software and hardware (such as GIS mapping and digital dashboards) that consolidate real-time field reports, sensor data, and weather updates into a single view for EOC personnel. • Cybersecurity and System Integrity: Coordinates with the EOC to monitor for and defend against cyberattacks that may target City infrastructure or disrupt the emergency response. • Mass Notification System Management: Ensures the technical reliability of platforms used by the EOC to broadcast wireless emergency alerts, SMS notifications, and social media updates to the public. • Continuity of Operations (COOP) Implementation: Coordinates the activation of backup servers, off-site data recovery, and remote-work capabilities to ensure critical city services—such as 911 dispatch, payroll, and public records—remain functional if physical offices are compromised. • On-site Technical Support: Provides immediate troubleshooting for AV systems used in virtual or hybrid briefings, breakout rooms, and EOC computer workstations to prevent technical delays during high-stress decision-making. • Resource Restoration: Coordinates with public utility communication providers and facilities management to assess and repair damages to City communication networks and restore power to critical data centers.

Phase of Emergency Management	Human Resources Department
Preparedness	• Participate in internal and regional training exercises.
Response	• Employee Accountability & Safety: Act as a central hub for tracking the status and location of all City employees. This includes managing emergency contact trees and coordinating evacuations to ensure personnel are safe and accounted for. • Emergency Staffing & Redeployment: Identify and deploy "essential personnel" required for immediate response (e.g., public safety, public works). Reassign non-essential staff to support critical functions, manage non-traditional shift schedules (such as 24/7 operations), and coordinate with volunteer or mutual aid personnel. • Crisis Communication (Internal): Lead communication with City staff. Provide transparent, empathetic updates regarding workplace safety, remote work arrangements, and changes to City operations to prevent misinformation and maintain morale. • Business Continuity & Payroll: Ensure that essential administrative functions continue, specifically by managing payroll under emergency conditions. This may involve implementing alternative methods for distributing pay if standard banking or digital systems are disrupted. • Employee Well-being & Support: Facilitate immediate access to psychological support, such as activating Employee Assistance Programs (EAPs) or providing on-site counseling services. • Policy Management & Compliance: Interpret and apply emergency-specific policies, such as hazard pay, temporary leave entitlements (FMLA), and work-from-home rules. They also ensure that emergency actions remain compliant with labor laws and union contracts.
Recovery	• Documentation for FEMA Reimbursement: Lead the collection and auditing of personnel records, including overtime hours, specialized hazard pay, and force account labor. Accurate time-tracking is essential for the city to recover labor costs through FEMA Public Assistance grants. • Mental Health & Trauma Support: Coordinate long-term "psychological first aid" and debriefings. Actively promote Employee Assistance Programs (EAP) and peer support groups to address PTSD and burnout among first responders and staff who worked during the crisis. • Workers' Compensation Processing: Manage claims for employees injured during the response. Work with providers and labor departments to facilitate "Return to Work" programs, ensuring injured staff can reintegrate into city operations safely. • Workforce Capacity & Recruitment: Handle the rapid recruitment of temporary or permanent staff to fill gaps in essential services like building inspections or public works.

	• Post-Incident Analysis (After-Action Reports): Evaluate how personnel policies performed during the crisis. Solicit feedback from staff to update the Emergency Operations Plan (EOP), adjusting remote work protocols, communication trees, and emergency succession plans for future events. • Labor Relations & Union Negotiations: Meet with collective bargaining units to resolve any grievances or disputes that arose from emergency reassignments, mandatory overtime, or temporary changes in working conditions during the response.
Emergency Operations Center	Human Resources Staff would coordinate with the EOC on the following items during an emergency: • Staffing & Deployment Strategy: The EOC identifies resource gaps, and HR identifies which employees have the specific training or certifications to fill those roles. HR also coordinates the official designation of "essential" versus "non-essential" personnel. • Emergency Personnel Policies: HR works with the EOC Policy Group to establish and disseminate temporary rules for the emergency, such as hazard pay, remote work protocols, and modified leave policies. • Time & Cost Tracking: HR and the EOC must coordinate on unique time-reporting codes. This is critical for tracking every hour worked by City staff to ensure accurate payroll and to meet the strict documentation requirements for FEMA Public Assistance reimbursement later. • Employee Health & Wellness: The EOC Logistics section coordinates physical needs (like food and lodging for shift workers), while HR manages the human element, such as activating Employee Assistance Programs (EAPs) for mental health support and managing workers' compensation claims for injuries sustained during the response. • Continuity of Government (COG): HR maintains the City's succession plans and contact trees, ensuring that if key leaders in the EOC become unavailable, there is a pre-coordinated delegation of authority to maintain operations. • Internal Crisis Communication: The EOC Public Information Officer (PIO) focuses on the public, but HR coordinates closely to provide specialized internal updates to City staff regarding their safety, work status, and family support resources.

4.2 Support Agency Responsibilities and Tasks

Support Agency	Roles and Responsibilities
Washington State Emergency Management Division	Purpose Statement: <i>To provide Statewide support.</i> Tasks: Through the Washington State CEMP and the State EOG, coordinate all emergency management activities of the State.
Federal Emergency Management Agency	Purpose Statement: <i>To provide Federal support.</i> Tasks: - Provide assistance to State and local agencies to save lives and protect property, the economy and the environment. - Facilitate the delivery of all types of Federal response assistance to State and local governments. - Assist states in recovering from an emergency or disaster.
Snohomish Health Department	Purpose Statement: <i>To provide direction and guidance related to health and safety.</i> Tasks: - Coordination of Public Health and Medical Services: Acts as the lead agency for organizing medical response efforts countywide, ensuring that healthcare resources are efficiently allocated during a crisis. - Disease Investigation and Surveillance: Leads efforts to monitor, detect, and investigate infectious disease outbreaks or other biological threats to the community's health. - Implementation of Non-Pharmaceutical Interventions: Provides guidance on and enforces measures such as isolation, quarantine, and social distancing to mitigate the spread of illness. - Public Health Risk Identification and Mitigation: Identifies specific hazards to community health and develops strategies to reduce these risks before and during an incident. - Health Information and Communication: Serves as the primary source for authorized health updates, providing critical guidance to the public and news outlets through official websites and social media.

Clinics and Hospitals	Purpose Statement: <i>To provide medical services.</i> Tasks: • Provide real time update on how many spaces are still available for patients.
Sno-Isle Library	Purpose Statement: <i>To provide shelter services.</i> Tasks: • Provide real-time information on how many residents have gathered at the facility and how many of these residents need temporary housing.
American Red Cross	Purpose Statement: <i>To provide relief services.</i> Tasks: • Provide real-time status on the availability of food and housing resources.
Snohomish County Department of Emergency Management	Purpose Statement: <i>Be leaders and integral partners in all five phases of emergency management: prevention, mitigation, preparedness, response and recovery, and support efficient, reliable, and integrated 911 service in order to enhance the resilience of Snohomish County.</i> Tasks: • Provide 24/7 Duty Officer support for emergency management related requests. • Provide PIO assistance in developing coordinated messaging and alert and warning. • Provide DEM resources such as, MITRU or another incident support trailers, generators, as requested and available. • Coordinate countywide emergency management training and exercise needs through the Integrated Preparedness Plan. Host requested trainings and exercises. • Participate in countywide and state level planning efforts. • Assist partners in the development of disaster-related plans including CEMP and HMP Annexes, COOP/COG, and EOC plans. • Maintain emergency management plans including the CEMP, HMP, and Disaster Recovery Framework. • Provide EOC and technical support. • Activate and manage the County EOC in response to disasters, including the JIC if required. • Coordinate resource requests to county, state and federal agencies. Deploy liaisons to local EOCs as appropriate and available.

	• Coordinate Individual Assistance and/or Public Assistance requests with Washington State and FEMA. • Provide public information, education, and outreach on emergency preparedness. • Coordinate the dissemination of public alerts and warnings. • Provide radio and communications support and auxiliary communications services volunteers. • Coordinate disaster recovery activities.
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4.3 Direction, Control, and Coordination

4.3.1 Direction

The City Manager is responsible for establishing objectives and policies emergency response, in concert with the County EOC, and providing general guidance for local disaster response and recovery operations.

4.3.2 Control

The on-scene Incident Commander is responsible for field operations. Some field operations can be handled independently of an EOC, and others require greater coordination with one. The Incident Commander is responsible for the following:

- Direct and control the on-scene response to the emergency and managing the emergency resources committed.
- Demobilization of resources or staff that have exceeded their capacity, functionality, and/or lifecycle, or are no longer needed or projected to be necessary.
- Initiating warning to the population in the impacted incident area and providing emergency instructions.
- For mass alerting (Reverse 911, EAS, WEA) County DEM or Snohomish 911 will create and send messaging throughout the County, based on direction from the on-scene Incident Commander.
- If the County Joint Information System is activated, alerts will be coordinated there.
- Determining and implementing protective measures, evacuation or in-place sheltering, for the population in the impacted incident area and for emergency responders at the scene.
- Implementing traffic control arrangements in and around the incident scene.
- Requesting additional resources from the EOC, County EOC, or County Duty Officer.

During emergency operations, department heads retain administrative control over their employees and equipment. However, personnel and equipment assigned to the incident carry

out mission assignments directed by the Incident Commander. This may include working outside normal jurisdictional boundaries.

4.3.3 Coordination

The EOC, when activated, is generally responsible for:

- Assembling accurate information on the emergency and current resource data to allow local officials to make informed decisions on courses of action.
- Receiving information from the Incident Commander, governmental departments, and the public. Providing reports and situational awareness information to the County EOC, if activated.
- Working with representatives of emergency services to determine and prioritize required response actions and coordinate implementation.
- Providing resource support for emergency operations; when local resources are exhausted, requesting additional people, equipment, and supplies through the County EOC.
- Issuing instructions and providing emergency information to the public; coordinating public information with the Snohomish County Joint Information System, if activated.
- Organizing and implementing large-scale evacuations, with support from the County EOC.
- Organizing and implementing shelter and mass care arrangements for evacuees, with support from the County EOC.
- Coordinating traffic control for large-scale evacuations, with support from the County EOC.

Each of City's departments and entities identified in this Annex should develop an internal operational control structure consistent with NIMS. Through that system, each entity can participate in building, maintaining, and sharing a common operating picture consistent with the County EOC.

Under normal conditions, County DEM operates a 24/7 Duty Officer program. The Duty Officer can be reached directly, or through 911, to address time-sensitive emergency management related questions or requests by the jurisdiction.

4.3.4 Snohomish County Coordination

The Snohomish County EOC may be activated at the request of the City of Mountlake Terrace.

When activated, the County EOC is generally responsible for:

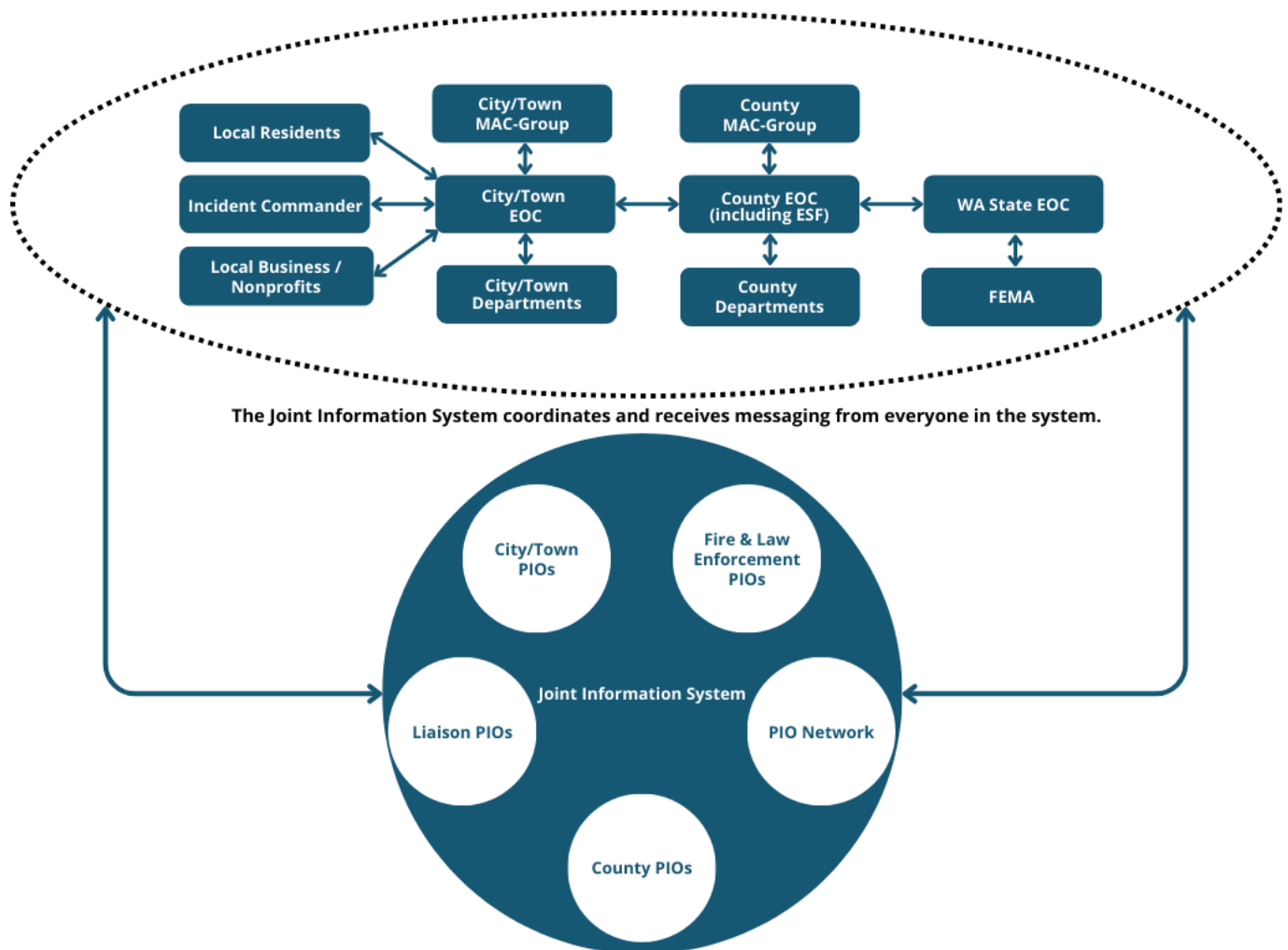
- Multi-agency coordination and incident command support.
- Coordination and implementation of policy decisions that protect life and property and disseminating those decisions to all concerned agencies and individuals.
- Assembling accurate information on the emergency and current data to maintain situational assessment and allow local officials to make informed decisions on courses of action.

- Working with representatives of emergency services to determine and prioritize required response actions and coordinate countywide implementation.
- Requesting assistance from the State and other external sources.
- Providing resource support for emergency operations including demobilization.
- Establishing and maintaining operational coordination and communications.

5. Information Collection, Analysis, and Dissemination

The accurate and timely collection, analysis, and sharing of information is critical in developing situational awareness during an emergency or disaster. This collation of information should result in creating a common understanding of the incident, also known as the Common Operating Picture (COP), from which appropriate responses can be formulated.

Below is an example to illustrate the flow of information during disaster response:



5.1 Essential Elements of Information

Essential Elements of Information (EIs) are critical pieces of intelligence that agencies and responders need to successfully make decisions during response and recovery. EIs must be specific and measurable to help assess barriers for response and recovery. They must facilitate the efficient allocation of resources by providing clear understanding of the situation and the needs of the impacted area.

EEIs may be used to support the development of a common operating picture, timely decision making, and a data-informed understanding of the supply chain. It is likely that, due to the unpredictable nature of disruptive events, each incident will require incident specific EEIs that will need to be developed in real time. Snohomish County's towns and cities provide the County EOC with EEIs where it will be consolidated, analyzed, and disseminated to all partners, horizontally and vertically.

Information is shared through a variety of methods collectively comprising the common operating picture. These methods may include verbal reports, emails, situation reports, GIS-based data and displays, and other digital means of communication.

In the Snohomish County EOC, information flows to and from the public through ESF-15 by using a Joint Information Center (JIC) and Joint Information System (JIS).

5.2 Community Lifelines

Community Lifelines are the County's preferred method for categorizing EEIs in a meaningful way. FEMA's Community Lifelines doctrine states, "Lifelines are the most fundamental services in the community that enable all other aspects of society to function. They are the integrated network of assets, services, and capabilities that are used day-to-day to support the recurring needs of the community. When disrupted, decisive intervention (e.g., rapid service re-establishment or employment of contingency response solutions) is required." Using this construct determines how information is methodically framed, organized, and reported from the local level to the County EOC, the State Emergency Management, and FEMA during response and recovery.

The Community Lifeline table for the City below lists corresponding components and subcomponents that, when analyzed, capture essential elements of information for response decision makers. Community Lifeline status information is shared reciprocally between the City and the County.

During response, the City is responsible for collecting information for these indicators and reporting the information to the County EOC. The County EOC is responsible for collecting information from jurisdictions and ESF representatives to build a countywide Community Lifelines. The countywide Community Lifelines is shared with local jurisdictions and the State EOC. The State EOC shares the information with FEMA.

Community Lifelines – Essential Elements of Information



Safety and Security

Law Enforcement/Security

- Police Stations/Precincts: (1) Are radio communications working? (2) Is the building accessible and/or safe? (3) Can the Police Station function as an EOC secondary site? (4) Are we allowing citizens to assemble at the station?
- Law Enforcement: (1) How many (of 21 total) police vehicles are in service? (2) Do we have sufficient staffing? (3) Do we have accommodations (place and equipment) for Law Enforcement overnight stays? (4) Do we have food and water resources for Law Enforcement? (5) Are we going to call out CERT?
- Site Security: (1) What facilities (City Hall, Library, Recreation, Police Station, Operations) may need to be secured? (2) Have any incidents occurred that require site security?
- Correctional Facilities: (1) Is the holding cell available if needed? (2) Are other correctional facilities available?

Fire Service

- Fire Stations: (1) Is the building accessible and/or safe? (2) Is there power? (3) Have we communicated our needs to the Fire District?
- Firefighting Resources: (1) Are vehicles available for use in conjunction with Public Works? (2) What personnel are available for incident command?

Government Service

- Emergency Operation Centers: (1) Is the building accessible and/or safe? (2) Is there power? (3) Are there communication systems up and running (Radio, website, cell)? (4) Are we going to open EOC?
- Government Offices: (1) Is the building accessible and/or safe? (2) Is there power?
- Schools: N/A
- Public Records: N/A
- Historic/Cultural Resources: N/A

Community Safety

- Flood Control: (1) Have we checked the creeks and culvert crossings? (2) Has any infrastructure been damaged that may cause flooding such as water tank, water mains, etc.?
- Protective Actions: (1) Do we have curfews in place? (2) Is there a travel ban in and/or out of the City?



Food, Water, Shelter

Food

- Commercial Food Distribution: Are roads open to QFC, Safeway, Grocery Outlet, and Winco?

- Commercial Food Supply Chain: What is the outlook for food distribution in the region?
- Food Distribution Programs (e.g. food banks): (1) Is the food bank open? (2) Is Red Cross distributing food or not? (3) Can we help coordinate agencies and businesses with the local food bank to secure the resources they need?

Hydration

- Temporary Hydration Missions (e.g. bottled water distribution): (1) Can CERT support this action? (2) Where are water resources available?
- Commercial Water Supply Chain: (1) What is the status of Everett? (2) What is the status of AWWD? (3) What is the status of our system? (4) What is the status of the SPU system? (5) What is the status of the Tacoma system? (6) What is the status of the North City Water intertie?

Shelter

- Housing (e.g. homes, shelters): (1) What is damage to MLT homes and businesses? (2) What resources does Red Cross have open? (3) Has the City set up Sheltering locations? (4) Which churches are operating shelters?
- Commercial Facilities (e.g. hotels): (1) Does Premiera have space? (2) Do the schools have space? (3) What is open in the Lynnwood area?



Water and Wastewater

Potable Water Infrastructure

- Intake: Has there been any impact to the AWWD/MLT master meter station?
- Treatment: Has there been any impact to the Everett treatment system?
- Storage: (1) Are MLT storage tanks impacted in any way? (2) Are the Everett reservoirs impacted in any way?
- Distribution: Are there any breaks in the MLT system?

Wastewater Management

- Collection: (1) Are there any breaks in the MLT system? (2) Are the two pump stations operating?
- Treatment: Is the Edmonds system operating normally?



Health and Medical

Medical Care

- Hospitals: (1) What is the status of Swedish Edmonds? (2) UW clinic? (3) Kaiser in Lynnwood? (4) Pac Med in Lynnwood? (5) The community health center in Edmonds? (6) The dialysis center on 44th?
- Pharmacies: What is the status of our pharmacies including CVS, Safeway, Axis Pharmacy NW and Ready Meds Pharmacy?
- Long-Term Care Facilities: What is the status of Mountlake Terrace Plaza, Vineyard Park of Mountlake Terrace, Mountlake Terrace Senior Living, Comfort Zone Adult Family Home and A Happy Home AFH 2 Inc?

- Veterans Affairs Health System: N/A
- Veterinary Services: What is the status of Cedar Plaza Veterinary Clinic and Animal Vision Center?
- Home Care: What is the status of Freedom Home Care, Homewatch CareGivers of Western WA, Home Instead, Amada Senior Care, Rionna Homecare, Assured Home Health and Day By Day Nursing Services?

Public Health

- Do we have information to provide about public health (water contamination) to the County?
- What resources are available through Fire District as they have their own doctor?
- Contact Sno County DEM and/or Health Department about status.
- Determine action plan based on information from the County.
- Coordinate messaging with Health Surveillance, Human Services, Behavioral Health, Vector Control and Labs.

Fatality Management

- Mortuary and Post-Mortuary Services: What is the status of American Cremation & Casket Alliance?



Energy

Power Grid

- Are City generators operational?
- Do we have sufficient generator fuel on hand?
- Do we have access to battery charging devices for vehicles?
- Transmission Systems: Does PUD have staff with expertise to shut off lines?
- Distribution Systems: Has PUD been contacted and has a mutual status updated been provided?

Fuel

- Above Ground Fuel Tanks: What is the status of Time Oil Company and Chevron Mountlake Terrace?
- Pipelines: What is the status of the high-pressure natural gas mains (PSE) at the following locations:
 - Route from the south county line along 48th Ave W,
 - Route at turn along 228th street SW, and
 - Route as pipes proceed north along 44th Ave SW.
- Fuel Distribution (e.g. gas stations, fuel points): (1) Of three public gas stations how many have power and gas? (2) Is our Fleet fueling station (Pacific Pride) operational? (3) Do we have fuel for our vehicles?



Communications

Infrastructure

- Wireless: (1) Are Citywide regional wireless systems (AT&T, Verizon, Starlink, T-Mobile, and Ziply) operational? (2) If not, what is the prognosis for bringing it back on-line?
- Cable Systems and Wireline: (1) Are our cable systems and wireline systems operational? (2) If not, what is the prognosis for bringing it back on-line?
- Broadcast (TV and Radio): (1) Are our broadcast systems operational? (2) If not, what is the prognosis for bringing it back on-line?
- Satellite: (1) Are our satellite systems operational? (2) If not, what is the prognosis for bringing it back on-line?
- Data Centers/Internet: (1) Is our internet system operational? (2) If not, what is the prognosis for bringing it back on-line?

Responder Communications

- Land Mobile Radio Networks: (1) Is our Motorola 800 MHz radio system operational? (2) If not, what is the prognosis for bringing it back on-line? (3) Is our amateur radio system operational and do we have ACS volunteers on-site or on the way to operate it?

Alerts, Warnings, and Messages

- Local Alert/Warning Ability: What alert/warning methods are operational?
- Access to IPAWS (WEA, EAS, NWR)
- NAWAS Terminals

Finance

- Banking Services
- Electronic Payment Processing

911 and Dispatch

- Public Safety Answering Points (PSAP)
- Dispatch



Transportation

Highway/Roadway/Motor Vehicle

- Roads: Are any City arterials damaged and need to be closed? Are any State highways and/or Interstate sections damaged and closed?
- Bridges: Is our single City bridge along Van Ry damaged and need to be closed? Are the two WDOT bridges damaged? Are they closed?

Mass Transit

- Bus - What is the status of Snohomish Community Transit routes?
- Rail - What is the status of Sound Transit Line #1?
- Ferry - What is the status of the Edmonds/Kingston Ferry?

	Railway • Freight: What is the status of the major freight lines in the region? • Passenger: What is the status of Amtrak routes? Aviation • Commercial (e.g. cargo/passenger): What is the status of SeaTac and Paine Field? • General: What is the status of Kenmore Air? Maritime • Waterways: N/A • Ports and Port Facilities: N/A
	Hazardous Materials
	Facilities • Snohomish County Regional Transfer Station • E-Waste, LLC • Chem/Serv Inc

5.3 Component Analysis

During an emergency response, determining your Community Lifelines condition, and communicating the information to your community and to the County EOC will be a key activity. The following information will help your staff quickly assess and report conditions.

Based on FEMA's Lifelines doctrine, a simple methodology for determining Lifeline conditions follows: the condition of each lifeline depends on the capability of the underlying components, and is informed by situational awareness reports, impact assessments, and engagement with partners across the public, private, and nonprofit sectors.

Once the condition of a Community Lifeline is determined, the status of each lifeline is represented by one of four colors: red, yellow, green, and grey, known as a Condition Designation. Red indicates severe challenges and obstacles preventing the lifeline from functioning. Yellow indicates disruptions or limitations to the lifeline preventing it from fully functioning. Green indicates the lifeline is mostly functioning as it was prior to the incident. Finally, grey indicates the lifeline status or extent of impacts is currently unknown.

Applying the following questions and understanding the incident is critical in determining the condition of a Lifeline and components:

- Did the incident disrupt services provided by the component to survivors?
- What is the extent of the disruption and impact on response and survivors?
- Has a solution to the disruption been identified?
- Has that solution been converted into a plan of action?
- Has that plan of action been resourced?

- Are there factors worsening impacts to the community? If so, to what extent are they limiting services?
- Are there contingency response solutions in place? How long until emergency repairs are completed?
- When can repairs begin?
- Did the incident create a surge demand exceeding component capabilities?

Lifeline components can be analyzed during response using six assessment categories that capture essential information for response decision makers:

Categories	Description
Component	Identify the component and subcomponents.
Status (<i>what?</i>)	Summarizing the root cause(s) of disruption to lifeline services – keep asking “why?” until the root cause(s) are identified.
Impacts (<i>so what?</i>)	Explain the disaster impacts to specific communities, disaster survivors, and response operations. Detail how the survivor experience or response operation will improve if this component is addressed. Specify the impacted areas and population totals.
Actions (<i>now what?</i>)	Describe the actions that are being taken to address the disrupted services. Summarize the most critical actions being taken across the whole community.
Limiting Factors (<i>what’s the gap?</i>)	Express issues that are preventing services from being re-established. Such issues can stem from another lifeline/component, resource shortfall, management, policy, etc.
Established Time to Status Change / Re-establishment Requirements (<i>when?</i>)	Provide current component condition or an estimated timeframe for when a change in condition is expected.

Below are examples of a completed Component Analysis and Condition Designations:

Example Component Analysis



Transportation

Categories	Description
Component	Mass Transit  Sub-component: Bus
Status	Bus services are unavailable due to road debris.
Impacts	100,000 survivors have no access to public transportation nor emergency support services.
Actions	Local jurisdictions are prioritizing route clearance to critical facilities, U.S. Army Corps of Engineers assigned to supplement state and local authorities with route clearance and debris removal efforts, modified mass transit schedules are being executed as roads become passable, micro transit being utilized on roads passable to smaller vehicles, but not buses, messaging of modified routes through numerous information/messaging platforms and outlets (radio, television, social media).
Limiting Factors	Full service will not resume until the routes are cleared and roads inspected.
Estimated Time to Status Change and Re-establishment Requirements	Full service estimated to resume in a week, with a modified service available as roads become clear.

Example Condition Designations

Below are example analyses for the Highway/Roadway/Motor Vehicle component of the Transportation lifeline and corresponding color determination for each.

Status	Example
Grey	Assessment teams have been unable to establish status of bridge infrastructure.
Red	The community is unable to be reached via roadway to deliver emergency resources and assistance to survivors. Plans to find alternative means to transport emergency supplies to survivors not yet established. No supplies currently being delivered.
Yellow	Emergency supplies have been identified and resourced, but transportation issues are restricting and limiting delivery and therefore not back to pre-disaster conditions.
Green	The main transportation route is re-established. All community needs met.

6. Concept of Operations

6.1 Disaster Authorities and Plans

6.1.1 Disaster Response Priorities

Disaster response priorities represent the highest priorities for City. While each disaster will have different operational priorities, these priorities serve as guidance for what the City considers most important to address during a disaster:

- Save lives and protect the health and safety of the public, responders, and recovery workers.
- Stabilize the incident to return to normal as soon as possible.
- Protect property and mitigate damages and impacts to the community and the environment.
- Protect and restore critical infrastructure and key resources.
- Facilitate the economic recovery of individuals, families, businesses, government, and the environment.

6.1.2 Operational Changes During a Disaster

Non-emergency and non-essential governmental functions may be suspended during a disaster to allocate resources for emergency operations.

With an emergency proclamation, normal procurement procedures may be waived to speed up the acquisition of necessary or supplies.

Each municipal government, unless otherwise delegated, will retain the authority and responsibility for direction and control within its political subdivision of its own disaster operations. This includes use of local resources and application of mutual aid.

During emergencies, certain agencies may relocate their center of control to the City EOC. During large scale disasters, this may become the seat of local government during the duration of the crisis.

6.1.3 Continuity of Operations and Government

The Continuity of Operations Plan (COOP) contains departmental information on essential personnel and functions, communications, alternate facilities, and essential records that are necessary for maintenance and reconstitution of department functions.

The Continuity of Government (COG) Plan identifies how the City's legal, constitutional, and ethical responsibilities will be continued, preserved, maintained, delegated, and/or reconstituted for all City departments.

6.1.4 Department Operations

It is the policy of City that each department plan and develop shared emergency operation guidelines complementary to this Annex. At a minimum, City departments should support

and encourage personal preparedness of all employees and contractors. TMC Chapter 2.75 outlines the City's emergency management structure.

6.1.5 Line of Succession

Mountlake Terrace line of succession to execute emergency and disaster responsibilities is as follows:

- City Manager, Deputy City Manager, Police Chief, PW Director, Recreation, Parks, and Facilities Director, Community and Economic Development Director, Finance Director
- Departmental emergency and disaster response capability to include personnel (primarily Public Works, Community and Economic Development, Parks, and Police), facilities (City Hall, Operations, Police, Recreation, and Library), and equipment (primarily vehicles);
- Means of departmental emergency mobilization and communications; and
- Departmental support (primarily Public Works) of the City of Mountlake Terrace ICP/EOC.

A department's COOP will identify continuation of essential functions not related to the emergency.

6.1.6 Delegation of Authority

In the City, delegation of authority during an emergency is primarily governed by Chapter 2.75 of the Mountlake Terrace Municipal Code and the City's CEMP.

The delegation of authority is structured as follows for 2025:

- Executive Head (City Manager): The City Manager serves as the primary executive authority. They are responsible for:
 - Formally proclaiming a local disaster or state of emergency.
 - Exercising authority through executive orders.
 - Directing City personnel, services, and equipment to manage the response.
 - Approving the City's emergency operations plan and any subsequent amendments.
- Emergency Operations Board: This body provides high-level policy direction during major emergencies. It is chaired by the City Manager and includes the Disaster Coordinator (Vice Chair) and all City Department Directors.
- "Event Based" Emergency Preparedness Coordinator: Appointed by the City Manager, the "Event Based" Emergency Preparedness Coordinator has direct responsibility for disaster coordination. Their duties include:
 - Organizing and administering the Emergency Management Committee.
 - Resolving questions of authority and responsibility among different departments.
 - Drafting and recommending mutual aid plans or agreements.

- **Emergency Management Committee:** Composed of key personnel from all City departments and representatives from professional and volunteer organizations, this committee provides staff support and expertise. Members typically staff the Mountlake Terrace Operations Center during activation.
- **Regional Coordination (ESCA):** Mountlake Terrace is a member of the Emergency Services Coordinating Agency (ESCA), which provides local disaster management functions and ensures coordination between the city and other regional agencies.
- **Snohomish County Support:** The city officially contracts with the Snohomish County Department of Emergency Management for extended emergency services and hazard monitoring.

6.1.7 EOC Activations

Detailed EOC activation processes and procedures (including staffing, primary and alternate facilities) are contained in the City of Mountlake Terrace's EOC Standard Operating Guidelines and are an Appendix to this plan.

6.2 Authority to Activate

6.2.1 City of Mountlake Terrace EOC Activation

The decision to activate the EOC is made by the City Manager or their designee. The EOC will normally activate in response to:

- Learning the potential for an emergency that is or may grow beyond the capability of the City or impact neighboring jurisdictions.
- At the direction of the City Manager or their designee.
- At the request of an on-site Incident Commander, or an applicable department Director.

Activation of the EOC will necessitate a notification directly, or through 911, to the Snohomish County Duty Officer or the Snohomish County EOC, if activated. Snohomish County will advise applicable local, State, and Federal agencies of the activation.

6.2.2 Snohomish County EOC Activation

Activation of the Snohomish County EOC is authorized by DEM leadership or the County Executive. A jurisdiction may request that the County EOC be activated through the Duty Officer. DEM will notify all jurisdictions of County EOC activations. Automatic activation of the County EOC is as follows:

- A magnitude 5.0 or higher earthquake occurs within Snohomish County.
- A commercial passenger plane crashes within Snohomish County.
- A military aircraft crashes within the urban areas of Snohomish County.
- A High Hazard Potential Dam failure is imminent or has occurred.

- Other incidents requiring complex intergovernmental coordination such as mass care, public information, or an ongoing need to assist multiple jurisdictions or agencies within incident coordination support.

Factors that increase the need for County EOC activation include:

- Atypical weather conditions such as winds from the east, extreme heat, record precipitation levels.
- Incident likely to cross county boundaries for example, Bolt Creek Fire.
- Limited or state-controlled resources for example, COVID vaccines.
- Multiple cities/towns/tribes activating their EOC or requesting that DEM activate the County EOC on their behalf.
- Complicated transit needs such as mass evacuation or mass casualty.

6.2.3 Activation Levels

The activation level of City's EOC is commensurate to the situation and need for coordination and support. Activation levels listed below are the levels used by Snohomish County EOC and the Washington State EOC. The descriptions provide a general sense of the staff, time, and support necessary at each level:

Activation Level	Description
3 – Normal Operations	Daily operations are monitored and managed by applicable jurisdiction department head(s) and staff. On-call staff (such as Duty Officers) handle “daily emergency” needs.
2 – Partial Activation	Some EOC positions are filled to monitor and support operations. EOC may be activated for multiple operational periods, but rarely 24/7.
1 – Full Activation	All EOC positions are filled to monitor and support operations. EOC is typically activated 24/7 over multiple operational periods. State and/or Federal involvement in response and recovery.

6.2.4 EOC Activation Considerations

During an activation, the City of Mountlake Terrace may:

- Place staff on standby and increase situation monitoring.
- Activate/staff local EOC or Incident Command Post (ICP) as appropriate to manage preparedness/response activities.
- Emergency response agencies (fire, law enforcement, public works, etc.) may add more shift staff to cover the anticipated impact of the emergency.
- Notify potentially threatened areas using local resources in conjunction with Snohomish County DEM.

- Coordinate public/media information releases with the Snohomish County Joint Information Center (JIC).

6.2.5 Emergency Proclamation Authority

When a disaster exceeds or is expected to exceed the City's capabilities, the City Manager of may issue a local proclamation of emergency and request additional assistance through Snohomish County DEM. If the disaster should exceed the capabilities of Snohomish County, the County Executive may issue a local proclamation of emergency and request additional assistance through Washington State Emergency Management Division.

The City Manager, assisted by the local Emergency Coordinator or Incident Commander, shall be responsible for the preparation of Emergency Proclamations. Thei City is responsible for notifying Snohomish County DEM following the Local Proclamation of Emergency.

6.2.6 Emergency Proclamation Process

The City Manager may issue an emergency proclamation, which is the legal method authorizing the use of extraordinary measures to accomplish tasks associated with disaster response. An emergency proclamation is normally a prerequisite to state and federal disaster assistance and must be ratified by the City Council as soon as practical following the emergency.

The City Manager or their designee will deliver an emergency proclamation to all news media within the City and shall use other methods as necessary, to give notice of such declaration to the public.

An emergency proclamation generally authorizes the City to take necessary measures to combat a disaster, protect persons and property, provide emergency assistance to victims of the disaster, and exercise the powers vested in RCW 38.52.070 without regard to formalities prescribed by law (except mandatory constitutional requirements). These include but are not limited to rationing of resources and supplies; curfew; budget limitations; competitive bidding processes; publication of notices; provisions pertaining to the performance of public works; entering into contracts; incurring obligations; employment of temporary workers; rental of equipment; purchase of supplies and materials; levying taxes; and the appropriation and expenditure of public funds.

The City Manager shall be responsible for the preparation of an emergency proclamations, in coordination with the City Attorney. The "event based" Emergency Preparedness Coordinator will notify DEM when any emergency proclamation is made. The DEM Director or their designee shall notify the Snohomish County Executive and the Washington State Emergency Operations Center when any DEM jurisdiction proclaims a local emergency.

6.2.7 City Communication Procedures

- Crisis Communications Team: A clearly defined group of individuals (including the City Manager, department heads (Police, Fire, IT), and the City Attorney) tasked with spearheading the response effort and assigning specific tasks.

- **Designated Spokesperson:** A single, well-trained individual will be responsible for being the "face" of the City to maintain a consistent message and prevent misinformation during media briefings.
- **Multi-Channel Mass Notification Systems:** Procedures will be developed for deploying alerts through multiple platforms simultaneously, such as Wireless Emergency Alerts (WEA) to cell phones, text messages, automated phone calls (Reverse 911), and email.
- **Emergency Alert System (EAS) Integration:** Protocols will be developed for broadcasting urgent messages via local television and radio stations to reach residents who may not have access to mobile devices.
- **Pre-written Messaging Templates:** City staff will develop a library of pre-approved holding statements and message templates for various scenarios (e.g., natural disasters, active threats) to ensure rapid dissemination of facts without waiting for lengthy approvals.
- **Joint Information Center (JIC) Protocols:** City staff will establish methods for coordinating information between different local, state, and federal agencies to ensure all responders are speaking with "one voice" and sharing accurate data.
- **Social Media & Web Management:** City staff will develop guidelines for using city-run social media accounts and official websites to provide real-time updates, monitor public feedback, and debunk rumors.
- **Interoperable Communication Systems:** City staff will develop technical procedures for ensuring that different departments can communicate with each other using land mobile radios (LMR), satellite phones, or common operating picture software.
- **Redundant/Fallback Channels:** Out-of-band communication plans (such as satellite messaging or high-frequency radios) will be used if traditional cellular and internet networks fail.
- **Public Signaling Devices:** The City will use of physical infrastructure (such as City-wide sirens for tornadoes or tsunamis) or public address (PA) systems on police and fire vehicles to notify residents in specific geographic areas.

6.2.8 County Communication Procedures

While activated, the Snohomish County EOC can be contacted via phone, email, Microsoft Teams, and various radio bands, assuming phone lines, radio towers, and internet are operational. During an EOC activation DEM may not be able to monitor each communication method, especially if the incident is widespread or catastrophic. Below is a list of communication methods in order of preference if the County EOC is activated:

1	Phone: Jurisdictions can call the EOC by directly contacting a section or ESF, (specific lines are provided upon activation), contacting DEM main line, or through the Duty Officer line.
2	Email: Partners can email any section or ESF directly (specific e-mails are provided upon activation), emailing DEM's email (dem@snoco.org), or the Duty Officer email. Microsoft Teams: The EOC uses Microsoft Teams to coordinate information sharing throughout the county. Incident specific teams are created for each EOC activation.

3	Radio: The EOC can be contacted via DEM HAIL on the 800MHz public safety radio system, multiple repeaters on the VHF network (frequency programming provided on www.wa7dem.info), or amateur radio on the Granite Falls 146.920MHz repeater (156.7Hz tone) for licensed users.
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Outside of an EOC activation, partners should contact the Duty Officer for emergency information or logistics needs. Partners should contact the Duty Officer by phone or email to submit a logistics request. There is no formal form required outside of an activation. The Duty Officer maintains similar communication methods as during an EOC activation but does not constantly monitor DEM VHF or amateur radio. Below is the list of communications methods to the Duty Officer in order of preference:

1	Phone: Partners should call the Duty Officer 24/7 for any emergency support.
2	Email: Partners can email the Duty Officer during daytime hours for emergency support. Duty Officer email is monitored 7 days per week, but not overnight. Emails requiring immediate attention should be accompanied by a phone call to the Duty Officer. Microsoft Teams: DEM has invited the jurisdictions to a Duty Officer Coordination Team, allowing for real-time sharing of information between all partners outside of an EOC activation. Similar to email, if a Teams message requires immediate attention, it should be accompanied by a phone call to the Duty Officer.
3	Radio: DEM can be contacted via DEM HAIL on the 800MHz public safety radio system during regular business/operating hours. After hours, if a partner does not have phone capability, DEM HAIL is monitored by Sno911 who will contact the Duty Officer.

Other communications systems that DEM uses or monitors:

- **Mass Notification:** The EOC uses Rave Mobile Safety to push out mass emergency alerts to the public via phone calls, the Emergency Alert System (EAS), and Wireless Emergency Alerts (WEA).
- **WebEOC:** When Snohomish County EOC is unable to fulfill resource requests or when Washington State requires it, DEM will use WebEOC to send resource requests to the State EOC. DEM can monitor WebEOC to receive requests from jurisdictions who use WebEOC.

6.2.9 County Joint Information System

Public information should be coordinated and integrated, before (if possible), during and after an emergency or disaster. The County coordinates information through Emergency Services Function 15 using a Joint Information System (JIS). The JIS provides the mechanism to organize, integrate, and coordinate information to ensure timely, accurate, accessible, and consistent messaging with public information officers across multiple jurisdictions, federal partners, county government, nongovernmental organizations, and the private sector.

In response to most events, public information activities are often carried out by the lead response agency in coordination with other organizations through the JIS. The JIS helps communications staff accomplish their mission by facilitating coordination, helping to avoid conflicting messages by focusing on one or two key messages, using talking points, designating spokesperson(s), and speaking about one's own agency/program/service.

JIS operations are accomplished, physically or virtually, through the JIC within the County EOC. The County JIC can be activated by request of the City to support and coordinate public information before, during, and after an emergency or disaster.

The JIC can assist in the following:

- Creating consistent countywide messaging across all partners involved in the disaster.
- Handling public information requests.
- Creating and disseminating public information through a variety of media.
- Maintaining a central point of information for the County known as the Public Safety Hub.
- Creating and vetting all alert and warning messaging.

6.2.10 Emergency Alert and Warning

Emergency alert and warning systems are designed to allow public safety officials to warn the public of potential or current threats or emergencies. Public alerts and warnings may be issued for events that necessitate shelter-in-place, evacuation, or other protective actions for life safety or property preservation. Snohomish County DEM will make a good faith effort to contact a jurisdiction prior to any mass notification in their boundaries. DEM or Sno911 may issue an alert without making contact if there is concern for immediate life safety.

Jurisdictions can request an emergency alert be issued via the Sno911 Supervisor, Snohomish County Duty Officer (if the Snohomish County EOC is not activated), or the EOC Manager (when the Snohomish County EOC is activated).

All interlocal agreement jurisdictions (which includes the City) can use Rave Mobile Safety to support mass internal notifications of their employees or partners. These alerts will not go to the public but can be used to recall employees or volunteers.

6.2.11 Mitigation

The Snohomish County Hazard Mitigation Plan (HMP) assesses 13 hazards affecting the county and greater region. Risk reduction action items are identified both at the county level and within each participating jurisdiction. The City is currently assisting Snohomish County with updating the countywide HMP base plan and will work with the County to update the City's local HMP Annex in 2026.

6.2.12 Preparedness

Preparedness activities develop operational capabilities in advance of an emergency to alleviate the impacts of disasters and protect people, property and infrastructure from threats and hazards. The City will develop, train, and exercise City-specific disaster and emergency operations plans. These plans should be tailored to the capabilities of the City and not exceed or commit the City to capabilities they are unable to meet. Coordination with the County provides additional support to fill gaps within capabilities of City.

6.2.13 Response

Response activities take place immediately before, during and after emergencies or disasters to save lives and minimize damage to property, the environment, and the economy. Specific response roles are described in this Annex in Section 4.

6.2.14 Recovery

Recovery activities are pre-disaster planning activities that assist the community to efficiently start the recovery process. Snohomish County developed a Disaster Recovery Framework, based on the National Disaster Recovery Framework, to outline the roles that community groups, local governments, tribes, state and federal agencies, and nonprofit organizations would undertake to foster local recovery.

7. Administration, Documentation, and Resourcing

At the end of the activation and demobilization of resources, the Logistics Section Chief and Administration and Finance Section Chief must undertake a formal reconciliation process. All costs and resources must be accounted for and reconciled to officially close an activation. A formal report is to be provided to the EOC Manager.

7.1 Administration

During emergency operations, non-essential administrative activities may be suspended. Personnel not assigned to essential duties may be assigned to other departments to provide support services.

It is the policy of City of Mountlake Terrace that each jurisdiction will assign personnel responsible for the documentation of disaster activities and costs.

7.2 Documentation

All organizations with disaster responsibilities should establish and maintain files of disaster-related directives and forms. Documentation allows the City to submit reimbursements and recover costs, create historical records, apply for grants, address insurance needs, develop mitigation measures, highlight practices to continue, and identify areas for improvement. Documentation by each jurisdiction contributes to the overall ability of the County and State to request support from the Federal government. The City's Emergency Preparedness Coordinator is responsible for collecting documentation and essential files.

7.3 Essential Files

Essential files include, but are not limited to:

- Sign-in sheets/staffing patterns
- Media Releases
- Situation Reports
- Proclamations of Emergency
- Requests for Assistance
- Damage Assessment Reports
- Financial Documentation (including receipts, payroll records, contracts, etc.)
- After-Action Reports

7.4 After-Action Report

After-action reports (AAR) create a permanent historical record of the incident and are used to evaluate processes, procedures, and actions pertaining to the response and recovery of an event. AARs include information identifying the actions taken, resources expended, economic and human impacts, and lessons learned because of the disaster. AARs are essential to seeking reimbursement and can assist in supporting mitigation efforts and funding. The City's Deputy City Manager, in conjunction with the County DEM, is responsible for soliciting input and

conducting an after-action review with each department involved in the disaster. The Deputy City Manager is responsible for ensuring completion of the after-action review items.

AARs inform future preparedness, mitigation, planning, training, and exercise efforts through narratives and improvement plans. These actions can include updating this Annex, plans, replacing resources, and augmenting personnel.

7.5 Resources Assessment Section

7.5.1 Resources

Below is a high-level overview of jurisdictional resources that can be used for emergency or disaster response purposes:

Resource Category	Resource Description and Capability
Facilities	Emergency Operations Center (within Operations Building) The EOC is located within the City's Operations building which normally houses Public Works Operations, Parks Operations, Facilities, and Fleets. The EOC is a dedicated room within the building that has necessary communication and technology equipment. Radios are also stored at the site. Police Station The Police Station is located on the City Hall campus. The station may serve as the back-up EOC if needed. City Hall City Hall houses City Administration, Finance, Community and Economic Development, IT, Parks Planning, and Public Works Engineering during normal business hours. City Council chambers are located within City Hall and can hold up to 75 people. Recreation Facility The Recreation Facility houses the swimming pool, child-care space, exercise room, and meeting spaces. The Recreation Facility could serve as a small gathering place if needed. Sno-Isle Library The library is located on the City Campus across from City Hall and adjacent to Veteran's Memorial Park. The library building and grounds are owned and managed by the City.
Staff	City Manager's Office The City Manager's office includes the City Manager, Deputy City Manager, City Clerk, Economic Development Manager, Communications Manager, Executive Assistant, and Public Records Analyst. The City Manager's office will be the point of contact with the Mayor, Mayor Pro Tem, and City Council.

	Police Department Police Leadership consists of a Chief and two commanders. Police will likely be the incident commander for disaster response. Public Works Department Public Works includes drinking water, wastewater, stormwater, fleets, transportation, development review, urban forestry, and solid waste business areas. The crews and engineering staff will be conducting damage assessment after a disaster. Recreation, Parks, and Facilities Recreation, Parks and Facilities consist of recreation staff, child-care staff, arts staff, parks planning staff, parks operations staff, and facilities staff. Parks Operations staff and Facilities staff will conduct damage assessment after a disaster. Human Resources Human Resources is led by the HR Director. The HR Director will ensure that City human resource related policies are followed during and after a disaster. Finance Department Finance consists of the Finance Director, Deputy Director, analysts, accountants, and other finance specialist positions. The Finance Department will ensure that contracting and funding policies are followed during and after a disaster. Community and Economic Development The CED Department consists of the Director, Building Official, Enforcement Officer, and various specialty positions. The Building Official and other delegated staff will assess damaged properties after an event. Information Technology IT consists of a Director and numerous IT positions. The Director and staff will ensure that IT systems are running as best as possible during and after an event.
Equipment	Police Department Vehicles and associated equipment The police department has about 20 vehicles including squad cars, 4x4s, officer cars, and other specialty vehicles. Public Works Department Vehicles and associated equipment Public Works own and operate about 50 vehicles ranging from heavy duty (Vactor truck, dump truck, etc.) to small duty vehicles and trucks. Public Works vehicles will be the most important fleet during and after a disaster. Eighteen vehicles are equipped with radios on the city 800 MHz system.

	Parks and Facilities Department Vehicles and associated equipment Parks and Facilities own and operates about 20 vehicles ranging from heavy duty to small duty vehicles and trucks.
Outside Assistance	Engineering On-Call The city contracts with an on-call engineering service capable of providing civil and structural engineering, preparing plans, estimates, and specification documents, providing project management services, and providing field inspections. Geotechnical On-Call The City contracts with an on-call materials testing service capable of providing materials testing for civil and structural construction, pavement design for roadway/civil construction, and geotechnical testing and analysis including hazard analysis for critical areas (slopes, slides, flooding, and erosion).

7.6 Disaster Expenditures

Emergency and disaster expenditures are not a normal item in the budgeting process of local governments. Some departments may include disaster preparedness and mitigation items in their budget already (e.g., sand for flooding or deicer for winter roads). Nevertheless, disasters may occur which require a jurisdiction to spend substantial, but necessary, unanticipated obligations and expenditures. There are programs available to local jurisdictions, and their residents, to recover some of the cost associated with a disaster including public and individual assistance, small business administration programs, and insurance programs. To be eligible for these programs, applicants including the City and its residents, must maintain diligent records of expenses related to the disaster.

The Finance Director or their designee shall develop effective administrative methods to keep and retain detailed records distinguishing disaster operational activities and expenditures and delineate them from routine or general programs, activities, and expenditures. At a minimum, cost records should include personnel time and overtime, resources used, donations, volunteer contributions, mutual aid, and contracts initiated. The Finance Director or their designee shall provide documentation processes and training to all personnel involved in the disaster.

7.7 Post-Disaster Assistance

Post-disaster assistance is financial reimbursement provided by the State and/or Federal government for costs directly caused by a disaster or emergency. There is no guarantee of post-disaster assistance by Washington State and/or the Federal government, after a locally proclaimed emergency. If provided, post-disaster assistance is offered through the following methods:

- Public Assistance (PA) – disaster assistance provided by the federal government and periodically the state to public entities including tribes, state, county and municipal governments, and certain nonprofits that provide essential public service.
- Individual Assistance (IA) – federal and/or state assistance to the public who sustained damage from a federally declared disaster. Individual Assistance only covers a portion of damages and is not meant to replace insurance. There is also assistance available for individuals who have become unemployed because of a disaster.
- Small Business Administration (SBA) – eligible businesses and nonprofits that are impacted by the disaster may be eligible for recovery loans from the SBA. Regardless of size, eligible businesses may apply for SBA loans for both physical damage and economic loss. SBA's Disaster Loan Program is not exclusively for small businesses. SBA loans are also available for damage to private property owned by individuals and families not fully covered by insurance.

Other Needs Assistance (ONA) – income-dependent assistance for personal property. Some items are only eligible after individuals are denied SBA assistance (including loans); other items are not contingent on SBA denial.

8. Annex Development, Training, Exercise, and Maintenance

Overall development and maintenance of this Annex is the responsibility of City. This Annex, and any appendices, are evaluated annually by Insert method and key roles. Thorough review and revision are conducted every five years in collaboration with DEM's CEMP update process. Primary or coordinating departments will be responsible for maintenance of sections of the Annex related to their assigned function.

Revision may result from or include:

- New procedures, policies, or technologies.
- Lessons learned from a real-world incident or exercise(s).
- Feedback during training or case study review.
- To accommodate new organizations or organizational structures.

Training and exercises are conducted at least annually in conjunction with DEM. An exercise may be substituted for a real-world activation (planned or unplanned). All final revisions are submitted to WA EMD for review and approval.

9. Authorities, References, and Attachments

9.1 Authorities

- City ordinances or policy
- Mountlake Terrace Code Section 2.75
- Snohomish County DEM Inter Local Agreement for Emergency Management Services
- Revised Code of Washington Chapter 38.52 Emergency Management
- Snohomish County Code 2.36 Emergency Management
- Washington Administrative Code 118-30
- Stafford Act
- National Planning Framework
- Other authorities deemed appropriate

9.2 References

- Snohomish County Comprehensive Emergency Management Plan
- Snohomish County Disaster Recovery Framework
- Snohomish County Hazard Mitigation Plan
- Snohomish County Debris Management Plan
- Washington State Comprehensive Emergency Management Plan
- FEMA Community Lifelines Toolkit

9.3 Attachments

- FEMA Community Lifelines Toolkit Excerpt

10. Terms and Definitions

Abbreviation	Term	Definition
AAR	After-Action Review	A methodology for assessing performance, identifying challenges, and seeking improvements in the aftermath of a disaster.
CEMP	Comprehensive Emergency Management Plan	An overarching plan for how to respond to an emergency or disaster that covers roles, responsibilities, resources, and authorities.
COOP	Continuity of Operations Plan	Plan for departments and agencies to continue their critical governmental functions in the event of natural or human-caused disaster.
COP	Common Operating Picture	A continuously updated, unified overview of a disaster or emergency.
EAS	Emergency Alert System	National public warning system that allows federal, state, local, and tribal authorities the ability to deliver important emergency information to targeted areas.
EEI	Essential Elements of Information	Qualitative and quantitative data needed to develop situational awareness for decision-making. Snohomish County uses Community Lifelines to organize their EEIs.
EOC	Emergency Operations Center	A location from which organizations and leaders of a jurisdiction coordinate information and resources to support direct operations.
EOP	Emergency Operations Plan	A plan that describes who will do what, when, with what resources in an Emergency Operations Center.
FEMA	Federal Emergency Management Agency	Federal agency that coordinates response to a disaster when local and state resources are overwhelmed.
HAZMAT	Hazardous Materials	Substance or material that has the capability of posing an unreasonable risk to health, safety, and property.
HIRA	Hazard Identification and Risk Assessment	Risk assessment process that identifies hazards, assess their impacts, and provides countermeasure information.
HMP	Hazard Mitigation Plan	Plan to minimize loss of life and property through minimizing the impact of disasters.
ICP	Incident Command Post	Location where an Incident Commander oversees an incident.
IPAWS	Integrated Public Alert and Warning System	National system for local alerting through EAS, WEA, and NWR.
JIC	Joint Information Center	A central location either physical, virtual, or hybrid, where public information officers operate the Joint Information System.
MOU	Memorandum of Understanding	An agreement between two parties which outlines responsibilities to each other. May or may not be legally binding.

NIMS	National Incident Management System	A federal guide for all levels of government, nongovernmental organizations, and the private sector to work together to prevent, protect against, mitigate, respond to and recover from incidents.
NWR	National Weather Radio	Automated 24-hour network of weather radio stations which broadcast weather information from nearby National Weather Service Office.
PSAP	Public Safety Answering Point	Call center for public emergency calls for service for police, fire, or EMS. Commonly known as 911.
SBA	Small Business Administration	In the aftermath of disasters, the SBA offers low-interest loans for homeowners, renters, and businesses in a federally declared disaster.
SCDEM	Snohomish County Department of Emergency Management	County department responsible for working in all five phases of emergency management and supporting integrated 911 service to enhance resilience in Snohomish County.
WA EMD	Washington Emergency Management Division	Responsible for operating the State of Washington's EOC during state emergencies.
WEA	Wireless Emergency Alert	Short emergency alerts sent to mobile devices within a targeted area.
WebEOC	Web-based Emergency Operations Center Platform	Software designed to bring real-time crisis information management to the Washington State Emergency Operations Center (EOC) as well as to other local, state, and federal EOCs.

11. Record of Revision and Exercises

RECORD OF UPDATES			
No.	Date	Changes	Completed By

RECORD OF EXERCISES				
No.	Date	Exercise Name/Type	Overview	Completed By

12. Record of Distribution

Copy No.	Date	Office/ Department and Title

**CITY OF MOUNTLAKE TERRACE
ORDINANCE NO. XXXX**

**AN ORDINANCE OF THE CITY OF MOUNTLAKE TERRACE, WASHINGTON,
ADOPTING THE CITY OF MOUNTLAKE TERRACE COMPREHENSIVE
EMERGENCY MANAGEMENT PLAN ANNEX; PROVIDING FOR SEVERABILITY;
AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, all people and property within City of Mountlake Terrace are at risk to a wide range of natural, technological, and human-caused hazards; and

WHEREAS, the Revised Code of Washington and the Washington Administrative Code require a Comprehensive Emergency Management Plan be in place to address local emergency operations; and

WHEREAS, when an emergency or disaster occurs, local response agencies will work together and use the National Incident Management System (NIMS) to plan, train, exercise and respond in a coordinated manner to protect people and natural resources, and to minimize property damage within the community; and

WHEREAS, this Annex to the Snohomish County CEMP coordinates the response of emergency personnel and supporting services of all City of Mountlake Terrace agencies in the event of an emergency or disaster and during the aftermath thereof; and

WHEREAS, it is in the best interest of the City and its residents for the City to work cooperatively with the County and surrounding agencies to prepare and maintain standard operating procedures and commit to the training and exercises required to support this Annex and the Snohomish County CEMP;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOUNTLAKE TERRACE, WASHINGTON DOES ORDAIN AS FOLLOWS:

Section 1. Adopting the City’s Annex to Snohomish County’s CEMP. The City of Mountlake Terrace Annex to the Snohomish County Comprehensive Emergency Management Plan, dated January 22, 2026, is hereby adopted.

Section 2. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, Ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

Section 4. Summary, Publication, and Effective Date. This Ordinance or a summary thereof consisting of the title, shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after its adoption and publication as required by law.

PASSED by the City Council on XXXX XX, 2026

SIGNED in authentication of its passage on XXXX XX, 2026

AUTHENTICATION:

Steve Woodard, Mayor

ATTEST:

Jennifer Joki, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney



STAFF REPORT

To: Mountlake Terrace City Council

From: Man Truong, Gary Schimek, Public Works Director

Meeting Date: February 5, 2026

Subject: Agreement Supplement 1 with Consor for the Wastewater Comprehensive Plan

Required Reviews:

Jennifer Joki	Created/Initiated - 01/28/2026
Gary Schimek	Approved - 01/28/2026
Sirke Salminen	Approved - 01/29/2026
Hillary Evans	Approved - 01/29/2026
Carolyn Hope	Final Approval - 01/30/2026

Council Goal(s):

Responsible Governance to Ensure Desired Level of Service
Environmental Sustainability and Resiliency

Legislative History:

In December 2024, the City entered into a contract agreement with Consor North America (Consor) for the Sewer Comprehensive Plan Update with the original contract amount of \$448,790.

This item was presented to council for review at their work session on 1/22/2026.

Subject Summary:

This supplemental agreement is to amend the original agreement for the Sewer Comprehensive Plan Update to add FCS Bowman Company as a sub-consultant to conduct financial and capital improvement projects analysis. The amendment is being brought to City Council to authorize the city manager to approve it, because the total amount of the contract is higher than the City Manager's signing authority.

FCS Bowman Company (FCS) is proposed to be added as a sub-consultant to Consor to conduct financial analysis to determine if a shortfall in funding exists and establish sewer rates, along with identifying and prioritizing capital improvement (CIP) projects that align with available funding sources. The collaboration between the City staff, Consor and FCS will provide consistency in terms of the City's infrastructure renewal goals, financial analysis from FCS and CIP development from Consor. The cost of the proposed amendment is \$60,584 with a \$10,000

management reserve, which brings this total supplemental amount to \$70,584 and the new maximum amount payable to \$519,374. This is within the proposed budget for the Sewer Comprehensive Plan Update as approved by City Council in the 2025-2026 budget.

As background, every six years, the city's sewer comprehensive plan needs to be updated. Its purpose is to project changes to future operations and to plan for capital improvements to meet the future needs of the system, such as the need for new and upgraded sewer infrastructure to prevent sewerage spills and overflow and to plan for changes to the system to accommodate projected population and economic growth within the city. This document will guide near and long-term investments in the sewer system. The plan must meet the requirements of WAC 173-240-050 and be approved by the Washington State Department of Ecology.

Financial/Budget Impacts:

Budget Amendment No
Required? _____

Budget and Sources:	Sewer Fund: Professional Services
Expenditure:	\$519,374.00
New Appropriation Required + Sources:	\$70,584.00 Sewer Fund: Professional Services

Additional Financial Information:

2025/6 Approved Budget: Sewer Comp Plan (w/ financial rate study and inflow/infiltration study)	\$550,000
Contracted amount to date (after execution of contract with <u>Conсор</u> on 12/23/2024)	\$448,790
Amendment Requested	\$70,584
New contract total	\$519,584
Budget Balance	\$30,416

1. The total 2025/6 Sewer Professional Services budget was \$1,605,228.
2. Of that total sewer professional services budget, \$550,000 (or 34%) was allocated to the sewer comprehensive plan, including a financial rate study and an inflow/infiltration study.
3. The Sewer Comp Plan contract was executed on 12/23/2024 for \$448,790 but did not include the rate study element of the comprehensive plan.
4. We are now requesting a budget amendment for \$70,584 for the rate study and a \$10,000 management reserve for unforeseen work items.
5. The remaining budget for the project is \$30,416. If these funds are not needed to complete the comp plan, they will be used to support other professional services work within the utility.

Community Notifications:

City Council Agenda

If "Other," please specify:

Board/Commission Recommendation:

N/A

Staff Recommendation:

Option 1: Approve contract. Staff recommends the City Council authorize the City Manager to sign the Consor General Sewer Plan Update Supplemental 1. This can be accomplished by adding it to the Consent Agenda on February 5, 2026.

Option 2: Do not approve the contract. This submittal of the Sewer Comprehensive to the WA State Department of Ecology (DOE) would not include a Financial Chapter. The City would need to negotiate with the DOE to extend the deadline for final completion of the plan until the financial chapter is complete. In addition, the City would not have a financially robust wastewater rate path for the upcoming 2027/32 budget cycle and may cause reprioritization of the capital improvement plan for the sewer utility. The Public Works Department did allocate ample funding for this work by consultants in the 2025/6 budget.

Option 3: Use city staff to complete the financial analysis. However, the city does not have the resources and expertise to independently complete a comprehensive sewer plan financial analysis, including a rate study. It would take time to gain this expertise and find time to complete the work, which would likely delay the project. The City would need to negotiate with the DOE to extend the deadline for final completion of the plan until the financial chapter is complete. In addition, the City would not have a financially robust wastewater rate path for the upcoming 2027/32 budget cycle and may cause reprioritization of the capital improvement plan for the sewer utility. The Public Works Department did allocate ample funding for this work by consultants in the 2025/6 budget.

Council Motion:

Council recommends including this item on the Consent Agenda for February 5, 2026.

Attachments:

1. Consor Sewer Comprehensive Plan Update Agreement Supplement 1 (Draft)
2. Consor Sewer Comprehensive Plan Agreement 2025



Supplement Number 1 Sewer Comprehensive Plan Update	Organization Name and Address: Conсор North America, Inc. 350 Indiana Street, Ste. 400 Golden, CO 80401	
Original Agreement Number N/A	Execution Date 02/02/2025	Completion Date 12/31/2026
Project Title Sewer Comprehensive Plan Update	Original Amount Authorized \$448,790.00	
	Management Reserve \$10,000.00	
	Amount This Supplement \$60,584.00	
	New Maximum Amount Payable \$519,374.00	

The City of Mountlake Terrace desires to supplement the agreement entered into with **Conсор North America, Inc.** and executed on 02/02/2025

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

I

Section II, General Scope of Work shall be amended to include **Exhibit A, Scope of Services Amendment 1**, attached hereto.

II

Section V, Payment Provision: The maximum amount payable found on the first page of the Agreement listed as **\$448,790.00** shall be amended to **\$519,374.00**.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Conсор North America, Inc.

By: City of Mountlake Terrace

Drew Henson, PE PMP

Date

Jeff Niten, City Manager

Date

EXHIBIT A

SCOPE OF SERVICES

GENERAL SEWER PLAN UPDATE

AMENDMENT 1

CITY OF MOUNTLAKE TERRACE, WA

Introduction

The City of Mountlake Terrace (City) currently serves approximately 21,000 individuals and operates a sewer collection and conveyance system within approximately 2,660 acres. There are an estimated 74 miles of mainline gravity sewers, 5,700 linear feet of force mains and four lift stations. The system primarily discharges to the City of Edmonds Wastewater Treatment Plant.

The City has obtained the services of Consor North America, Inc. (Consor, Consultant) to complete a General Sewer Plan Update. This Scope of Services is for Amendment 1 to the General Sewer Plan Update (original contract executed 2/18/2025). This amendment adds FCS a Bowman Company (FCS) to the contract for financial analysis related to the General Sewer Plan Update. Previously, it was assumed that FCS would operate under a separate contract with the City to complete this work and Consor would coordinate through Task 14 of the original Scope of Services. Task 14 is amended to add the FCS scope.

Scope of Services

To maximize the available information and to streamline the Project, tasks include the following five (5) components:

- Objective – Summary of the goals that will be achieved by each task
- Work Tasks – Tasks that will be completed by the Consultant
- Receivables – Information that will be provided by the City
- Task Deliverables – The finished product that will be delivered to the City
- Assumptions – Assumptions used to develop each task

Specific Tasks

City staff will be actively engaged throughout the project, utilizing a series of workshops and presentations to solicit City input and develop consensus at key points in the planning process. Task numbers are maintained from the original Scope of Services. Tasks included in this Amendment 1 Scope of Services are:

- Task 1 – Project Management
- Task 14 – Financial Analysis

A detailed breakdown of the tasks and subtasks that comprise the Scope of Services follows and aligns with the tasks included in the Amendment 1 Fee Estimate (Exhibit B).

Task 1 - Project Management

Objective

Provide overall leadership and team strategic guidance aligned with City objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope. Conduct QA/ QC procedures.

Work Tasks

1.1 Invoices/Status Reports

Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task, including cost-to-complete, earned value, cash flow, and certified firm participation.

1.4 Coordination of Subconsultants

Coordinate with subconsultants on specific tasks, scope, and budget. Conduct progress meetings as appropriate.

1.5 Change and Decision Log

Develop, maintain, and monitor a decision log to document major project decisions. Decision log will be a Microsoft Excel file with access provided to the consulting team and City staff.

1.6 Quality Assurance/Quality Control (QA/QC)

Perform QA/QC at key milestones and on project deliverables.

Task Deliverables

- Deliver to the City of Mountlake Terrace a monthly invoice and status report covering:
 - Work on the project performed during the previous month.
 - Meetings attended.
 - Problems encountered and actions taken for their resolution.
 - Potential impacts to submittal dates, budget shortfalls or optional services.
 - Budget Analysis.
 - Issues requiring project team action.
 - Decision/Change Log

Assumptions

- City review period for deliverables is ten (10) working days.
- City review comments will be compiled into a single document before submitting to Consor.

Task 14 - Financial Analysis

Objective

Coordinate with FCS and provide information from previous tasks needed to perform the financial analysis. Facilitate data requests between FCS and the City to obtain data necessary to complete the financial analysis. Attend meetings with the City and FCS to review the draft gap analysis and respond to questions. FCS will perform the financial analysis and lead development of Chapter 9 with support from Consor.

Work Tasks

14.1 Coordination with FCS

Provide FCS with the CIP developed in Task 12 so that FCS can develop the financial strategy and gap analysis under separate contract with the City. FCS to develop Draft Chapter 9 – Financial and submit to Consor for incorporation into the Plan.

Attend up to two (2) meetings led by FCS related to the financial analysis and documentation.

14.2 Financial Analysis

- Financial Task Initiation & Financial Data Collection: FCS will provide a data request outlining information needed to complete the analysis, reviewing data provided and working with the project team to resolve questions and obtain additional records as needed.
- Capital Facilities Charge (CFC) Update – Review the City’s sewer Capital Facilities Charge (CFC) with attention to the following elements:
 - Updating the underlying cost basis to reflect a current inventory of existing assets, the accrual of interest on existing assets, and the most recent capital improvement plan.
 - Determining the number of equivalent units that the system can serve, given the operational capacity of the City’s facilities and the existing utilization of those facilities by existing customers.
 - Revisit the City’s CFC methodology to determine whether it can be revised to recover costs from specific types of development more equitably. Some topics that could be considered include (but are not limited to):
 - Recalibrating the sewer CFC structure to use the same equivalent residential unit (ERU) weighting factors as the water CFC structure. The existing fee schedule assigns a 3” meter 15 ERUs for the water CFC and 17.5 ERUs for the sewer CFC; a 4” meter is assigned 25 ERUs for the water CFC and 32.5 ERUs for the sewer CFC. Given that water meters are often sized to accommodate uses that do not generate wastewater (e.g. peak-period

irrigation, fire suppression), a given connection would logically be assigned fewer sewer ERUs than water ERUs under a meter-based structure.

- Evaluating an alternate basis for imposing CFCs on residential connections. Modern trends in residential development have led a growing number of utilities to consider charging CFCs based on metrics such as the size and number of dwelling units as an alternative to water meter size.
- Financial Plan – Develop forecast of revenue requirements for the City’s sewer utility over a ten-year planning period. Key elements of this task include:
- Operating Forecast - Develop forecast of operating revenues and expenses will incorporate inflation and other cost increases as appropriate. The operating forecast will also incorporate adjustments for anticipated changes in staffing and/or program activities.
 - Capital Funding Plan. Develop a funding plan that supports the completion of the planned capital projects through a mix of rate revenues, CFCs, developer contributions, existing reserves, and debt (if needed).
 - Revenue Sufficiency Analysis – Develop revenue sufficiency analysis to evaluate the adequacy of the sewer utility’s revenues in meeting its cash flow needs and any applicable debt service coverage requirements, developing a ten-year strategy of annual rate adjustments.
- Prepare the financial chapter of the General Sewer Plan (GSP) to include:
- Review of the sewer utility’s historical financial performance, summarizing noteworthy trends.
 - Potential funding sources for the capital improvement plan (CIP).
 - CFC analysis and financial plan.
 - Evaluation of the affordability of the City’s current and proposed rates. For consistency with standards historically established by the U.S. Environmental Protection Agency, FCS will compute sample residential bills under the City’s current and projected water and sewer rates as a percent of median household income. Recognizing that median household income is of limited value in assessing the impacts of utility rates on customers with income levels far below the area median, determine values for two alternative metrics that have been gaining traction in the industry as providing a more meaningful basis for evaluating affordability:
 - Hours at Minimum Wage (HM): This metric computes the average monthly bill for a home using 50 gallons per capita per day (gpcd) in terms of the number of hours someone earning the prevailing local minimum wage would need to work in order to pay it.
 - Affordability Ratio at the 20th Income Percentile (AR20): This metric computes the average monthly bill for a home using 50 gpcd as a percentage of the net disposable income that a household in the 20th income percentile would have after paying for other essential costs including housing, food, healthcare, home energy, and taxes.
- Meetings & Public Process - Attend up to three (3) virtual review meetings with City staff and up to two (2) onsite City Council meetings to present study findings and recommendations.

Receivables

- Financial background data to facilitate financial analysis.

- Review of Draft Financial Chapter

Task Deliverables

- Draft and Final Chapter 9.

Assumptions

- FCS will lead and facilitate meetings under this task
- City review comments will be compiled into a single document before submitting to Consor.
- Sufficient data is available to support revisiting the City's CFC methodology to determine whether it can be revised to recover costs from specific types of development more equitably.
- Elements of the financial analysis exceed the requirements that WAC 173-240-050 establishes for GSPs, the City has requested that the GSP financial chapter include them for consistency with the financial chapter being preparing concurrently as part of the City's Water System Plan update. We will submit a draft financial chapter to the project team for review, revising it to incorporate input received.
- FCS will develop Chapter 9 – Financial Strategy and Consor will incorporate the completed chapter into the overall General Sewer Plan

Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below. Subconsultants, when required by the Consultant, will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

See the attached Fee Proposal included as Exhibit B.

Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following.

Computer Aided Design and Drafting	\$18.00/hour
GIS and Hydraulic Modeling	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Project Schedule

The project schedule below identifies the milestone deliverables required to have the Update to the Comprehensive Sewer Plan approved by May of 2026. The Infiltration & Inflow work can lag this schedule or be included in parallel.

Task	Anticipated Completion
Task 1 – Project Management	June 2026

Task 14 – Financial Analysis	Feb 2026
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**COMPREHENSIVE SEWER PLAN UPDATE
CITY OF MOUNTLAKE TERRACE
PROPOSED FEE ESTIMATE**

	LABOR CLASSIFICATION (HOURS)											Hours	Labor	Subconsultants	Subconsultant Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	GIS Units \$10/hr	Total
	Principal Engineer VI	Principal Engineer II	Professional Engineer VI	Engineering Designer III	Engineering Designer II	Project Manager II	Technician III	Project Coordinator III	Project Coordinator II	Administrative III	Bowman (FCS) Financial Analysis									
	Schuyler \$373	Henson \$295	Koska \$233	Murphy \$201	Owsen \$188	Thal \$237	TBD -CAD \$183	Cutlip \$176	Tech Editor \$159	DeHaven \$146										
Average Billing Rate Estimated per Classification/Staff	\$392	\$910	\$245	\$211	\$198	\$249	\$192	\$185	\$167	\$153										
Staff Name																				
Task 1 - Project Management																				
Task 1.1 - Invoices/Status Reports	1	2						6		6	15	\$ 3,040		1.1 \$	-	\$ -	\$ -	\$ -	\$ 3,040	
Task 1.2 - Project Kickoff Meeting											0	\$ -		1.1 \$	-	\$ -	\$ -	\$ -	\$ -	
Task 1.3 - Coordination with City Staff											0	\$ -		1.1 \$	-	\$ -	\$ -	\$ -	\$ -	
Task 1.4 - Coordination of Subconsultants											0	\$ -		1.1 \$	-	\$ -	\$ -	\$ -	\$ -	
Task 1.5 - Change & Decision Log											0	\$ -		1.1 \$	-	\$ -	\$ -	\$ -	\$ -	
Task 1.6 - Quality Assurance/ Quality Control (QA/QC)	2	6									8	\$ 2,642		1.1 \$	-	\$ -	\$ -	\$ -	\$ 2,642	
Task 1 Subtotal	3	8	0	0	0	0	0	6	0	6	23	\$ 5,682	\$ -		-	\$ -	\$ -	\$ -	\$ 5,682	
Task 14 - Financial Analysis																				
Task 14.1 - Coordination with FCS	1	4	4		8						17	\$ 4,197		1.1 \$	-	\$ -	\$ -	\$ -	\$ 4,197	
Task 14.2 - Financial Analysis		2	4		8						14	\$ 3,186	\$ 43,200	1.1 \$		47,520	\$ -	\$ -	\$ 50,706	
Task 14 Subtotal	1	6	8	0	16	0	0	0	0	0	31	\$ 7,383	\$ 43,200		\$	47,520	\$ -	\$ -	\$ 54,903	
TOTAL - ALL TASKS	4	14	8	0	16	0	0	6	0	6	54	\$ 13,064	\$ 43,200		\$	47,520	\$ -	\$ -	\$ 60,584	



FCS, a Bowman Company

2025 STANDARD FEE SCHEDULE

Effective February 10, 2025

LABOR¹

<u>Position/Title</u>		<u>Billing Rate</u>
Principals	Standard Rates	\$295-\$325
Project Managers	Standard Rates	\$220-\$250
Consultants	Standard Rates	\$170-\$205
Administrative and Technical Support		
Public Relations		\$185
Technical Writer/Graphic Artist		\$160
Administrative Support		\$110

DIRECT EXPENSES

Major direct expenses, such as travel, mileage, and lodging, will be charged at cost. Other expenses will not be directly charged unless by mutual agreement of the client and FCS and specific terms will be established in advance prior to expenditure and billing.

SUBCONSULTANTS

When applicable, subconsultants will be charged at invoiced cost plus 10%.

¹ Litigation rates are 150% of standard hourly rates for services in support of direct litigation, settlement negotiations, arbitration and/or mediation processes.

Local Agency A&E Professional Services
Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Consor North America, Inc.	
Address One SW Columbia St., Ste. 1700, Portland, OR 97204	Federal Aid Number
UBI Number 601-124-424	Federal TIN 93-0768555
Execution Date 02/01/2025	Completion Date 12/31/2026
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No
Project Title Sewer Comprehensive Plan	
Description of Work Update existing Sewer Comprehensive Plan. See Exhibit A - Scope of Work for full details.	
☐ Yes ☐ Yes ☐ Yes ☐ Yes ☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation Maximum Amount Payable: 448,790.00	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Mountlake Terrace, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Jeff Niten, City Manager
Agency: City of Mountlake Terrace
Address: 23204 58th Ave W
City: Mountlake Terrace State: WA Zip: 98043
Email: jniten@mltwa.gov
Phone: 425.776.0420
Facsimile:

If to CONSULTANT:

Name: Debbie Harris, Principal
Agency: Consor North America, Inc.
Address: One SW Columbia St., Ste. 1700
City: Portland State: OR Zip: 97204
Email: Debbie.Harris@consoreng.com
Phone: 425.366.2311
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Jennifer Legerski, Contracts and Grants Manager

Agency: City of Mountlake Terrace

Address: 23204 58th Ave. W.

City: Mountlake Terrace State: WA Zip: 98043

Email: jlegerski@mltwa.gov

Phone: 425.744.6216

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Debbie Harris

2/18/2025

Debbie Harris, Principal

Date

Jeff Niten

2/18/2025

Jeff Niten, City Manager

Date

Robert Zeinemann

2/18/2025

Robert Zeinemann for Hillary Evans, City Attorney

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

See attached Exhibit A - Scope of Work.

EXHIBIT A

SCOPE OF SERVICES

GENERAL SEWER PLAN UPDATE

CITY OF MOUNTLAKE TERRACE, WA

Introduction/General/Background

The City of Mountlake Terrace (City) currently serves approximately 21,000 individuals and operates a sewer collection and conveyance system within approximately 2,660 acres. There are an estimated 74 miles of mainline gravity sewers, 5,700 linear feet of force mains and four lift stations. The system primarily discharges to the Edmonds Treatment plant. There are agreements in place with the Ronald Wastewater District and the Cities of Brier, Lynwood, and Shoreline to provide sanitary sewer service where topographic conditions demand.

Project Understanding and Assumptions

The City recently completed an update of their Comprehensive Plan, Vision 2044 in October 2024. This plan identifies significant development and growth and the City would like to review how those impacts may affect their sewer system. In addition, the City has significant inflow and infiltration within the Cedar Grove sewer basin based on the run time of the pumps in the Cedar Grove Lift Station after a rainfall event and would like to develop strategies to reduce those flows to reduce the costs they pay for sewage treatment.

The City last prepared an updated Sewer Comprehensive Plan in 2019 and would like a new planning document to help guide near and long-term investments in their sewer system. The City's 2026 Sanitary Sewer Comprehensive Plan (Plan) will meet the requirements of WAC 173-240-050 to be approved by the Washington State Department of Ecology (Ecology).

The City has also requested services for analysis and development of I&I reduction strategies and Public Outreach.

The consultant team is led by Consor (Consultant) as the prime consultant and includes one sub-consultant, ADS Environmental (ADS), for flow monitoring.

Scope of Services

To maximize the available information and to streamline the Project, tasks include the following five (5) components:

- Objective – Summary of the goals that will be achieved by each task
- Work Tasks – Tasks that will be completed by the Consultant

- Receivables – Information that will be provided by the City
- Task Deliverables – The finished product that will be delivered to the City
- Assumptions – Assumptions used to develop each task

Specific Tasks

City staff will be actively engaged throughout the project, utilizing a series of workshops and presentations to solicit City input and develop consensus at key points in the planning process. Tasks in this Scope of Work include:

- Task 1 – Project Management
- Task 2 – Coordination with Ecology
- Task 3 – Data Collection and Review
- Task 4 – Flow Monitoring
- Task 5 – Land Use & Service Area
- Task 6 – Design Criteria and Regulatory Requirements
- Task 7 – Existing Collection and Conveyance Sewer System Summary
- Task 8 – Wastewater Treatment and Water Reclamation and Reuse
- Task 9 – Existing and Future Population and Flow Projections
- Task 10 – Condition Assessment
- Task 11– Model Construction and Sewer System Analysis
- Task 12 – Comprehensive Plan and Capital Improvement Plan
- Task 13 – Operations and Maintenance
- Task 14 – Financial Analysis
- Task 15 – Plan Development and Approval Process

A detailed breakdown of the tasks and subtasks that comprise the Scope of Services follows and aligns with the tasks included in the Fee Estimate (Exhibit B).

Task 1 - Project Management

Objective

Provide overall leadership and team strategic guidance aligned with City objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope. Conduct QA/ QC procedures.

Work Tasks

1.1 Invoices/Status Reports

Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task, including cost-to-complete, earned value, cash flow, and certified firm participation.

1.2 Project Kickoff Meeting

Prepare for and attend project kickoff meeting with City staff and key team members. Prepare a detailed meeting agenda and distribute before the kickoff meeting for City review. Prepare and distribute meeting notes after the meeting.

1.3 Coordination with City Staff

Maintain communication with the City through meetings via voice and email communication. Attend monthly meetings with the City's Project Manager to review project status.

1.4 Coordination of Subconsultants

Coordinate with subconsultants on specific tasks, scope, and budget. Conduct progress meetings as appropriate.

1.5 Change and Decision Log

Develop, maintain, and monitor a decision log to document major project decisions. Decision log will be a Microsoft Excel file with access provided to the consulting team and City staff.

1.6 Quality Assurance/Quality Control (QA/QC)

Perform QA/QC at key milestones and on project deliverables.

Task Deliverables

- Deliver to the City of Mountlake Terrace a monthly invoice and status report covering:
 - Work on the project performed during the previous month.
 - Meetings attended.
 - Problems encountered and actions taken for their resolution.
 - Potential impacts to submittal dates, budget shortfalls or optional services.
 - Budget Analysis.
 - Issues requiring project team action.
- Kickoff meeting agenda and notes
- Updated schedule
- Decision/Change Log

Assumptions

- Consultant assumes a Notice to Proceed date by January 2025.
- Project duration will be 18 months (Jan 2025 – June 2026), therefore it is assumed that there will be up to 18 progress payments/status reports.
- Weekly meetings between the consultant and City project managers are assumed to be 30 minutes in length and will occur virtually via telephone or Teams
- City review period for deliverables is ten (10) working days.
- City review comments will be compiled into a single document before submitting to Consor.
- The project schedule will be updated up to five (5) times over 18 months.
- A project management plan for this project will not be developed for delivery to the City.
- Seventeen (17) half-hour monthly meetings with the Consultant's Project Manager and the City of Mountlake Terrace Project Manager to review project status are assumed.

Task 2 - Coordination with Ecology

Objective

Perform coordination with the Ecology representative to facilitate efficient and complete delivery and approval of the Plan.

Work Tasks

3.1 Ecology Kickoff Meeting

Prepare for and attend a project kickoff meeting with Ecology to review project objectives, work plan, schedule, and receive Ecology input.

2.2 Coordination with Ecology

Coordinate with Ecology.

Receivables

- None

Task Deliverables

- Ecology Kickoff meeting agenda and notes.

Assumptions

- Consultant staff will identify Ecology representative and facilitate scheduling of Ecology kickoff meeting.
- City PM will attend all meetings with Ecology.
- Kickoff meeting with Ecology will be virtual.

Task 3 – Data Collection and Review

Objective

Collection of existing flow data and background information for the system, including pipe, pump station, and operations information. The data and information compiled and reviewed in this Task will aid in completing future Tasks.

Work Tasks

3.1 Develop and Submit Data Collection Request Log

Prepare and maintain a list of data needed for the project, submit list to the City, and coordinate with the City during the data collection process by using the Data Collection Request Log. Update the Data Collection Request Log based on data availability and as data is received. The log to be accessible to consultant and City staff such that duplicate data requests are not made.

Obtain available existing information:

- GIS layers (attributes)
 - Pipeline condition assessment and ranking in available format
 - Pipes (diameter, length, upstream and downstream MH connectivity and invert elevations, material)
 - Manholes (depth/invert elevation, rim elevation, connecting pipe offsets)
 - Soil info (geologic classification, infiltration rates or hydraulic conductivity)
 - Parcels
 - Right-of-way (ROW)
 - Flow monitors and Rain Gauge locations
 - Streets
 - Water bodies
 - Topography (5-foot or less resolution elevation)
 - Pump Stations
 - Other storage and diversion structures
- Flow and rainfall monitoring data in 15-minute increments or less
- Large user (industrial, institutional, etc.) flow data estimates if available
- Existing population and future projections; employment data if available
- Pump station parameters and condition information (pump curve, start/stop elevations, point of operation if variable speed pumps are used)
- Wet well dimensions and as-built drawings
- Force main profile, size, length, and material
- Pipe/Manhole Condition Information
- Water consumption data for service area
- Design standards including minimum slopes, design rainfall storm events, maximum allowable d/D (depth/Diameter) ratios by pipe sizes, peaking factors, allowable infiltration/inflow rates (gallons per acre or gallons per foot of pipe or gallons per inch-diameter-mile)

- City agreements with adjacent sewer providers (inter-governmental agreements)
- Current Rate Study
- Other information as requested

3.2 Review Data Provided by City

Review and catalogue the data provided by the City.

Receivables

- Pertinent records, drawings, and information relevant to the sanitary sewer collection and conveyance systems.
- Information compiled and requested in the Data Collection Log.
- Current sewered customer information
- Large, non-residential wastewater customers and flows 2018-2021
- Land-use and service area changes, specifically where there are projected re-zones or expected service extensions.
- Current population numbers for 2024 and future population projections for the 6- and 20-year planning horizons by sewer basin.

Task Deliverables

- Data Collection Request Log

Assumptions

- City staff to provide data requested in most appropriate and useful format within ten (10) working days of the data request.
- Budget has been developed assuming all data is provided in electronic format.
- Background information contained in previous sewer plan developed by City can be leveraged.
- Water meter consumption data is available for most sewer customers Consultation with other Water Districts for water meter data will be required. City staff to facilitate request for water meter consumption data from other Water Districts.
- Sewered customer information and large, non-residential wastewater customers are used to develop sewerage per capita rates as well as inform flow loading projections.
- Land-use projections and zoning information will be coordinated with City's Community and Economic Development department to make sure the date used for this update is in alignment with the Vision 2044 Comprehensive Plan.
-

Task 4 – Flow Monitoring

Objective

Determine flow monitoring needs and coordinate with ADS to perform flow monitoring. Determine current and future wastewater flow projections.

Work Tasks

4.1 Flow Monitoring Plan

Review collection and conveyance network to recommend flow monitoring locations. Use pump station SCADA data and other data provided by the City to the extent feasible. Develop and submit a Flow Monitoring Plan for City review and approval.

4.2 Flow Monitoring Data

ADS to perform flow monitoring in accordance with the Flow Monitoring Plan. Assume up to seven (7) flow monitoring locations to be installed plus a rain gauge. ADS to provide finalized data to Consor for use in I/I analysis and flow monitoring at the end of the agreed upon monitoring period.

Receivables

- Past flow monitoring data gathered by either the City or Consultants over the last 10 years
- Comments on Flow Monitoring Plan
- Identification of areas of growth in the study area.

Task Deliverables

- Draft and final Flow Monitoring Plan
- Flow monitoring data

Assumptions

- Data collection period will be four (4) months (expected January 2025 through April 2025).
- Flow monitors data collection period will capture rainfall events to sufficiently complete I/I analysis.

Task 5 – Land Use & Service Area

Objective

Establish the Land Use and Service Area for the Plan utilizing information from City staff and the City's current Comprehensive Plan. Document the decisions for land use and service area.

Work Tasks

5.1 Service Area and Vicinity

Review the current jurisdictional boundaries and land use designations (existing and those under development) to establish the study area for the planning horizons. Review and characterize the adjacent jurisdiction's service area in relation to the City's service area.

Develop map of the service area.

5.2 Sewer Basins

Review delineations of the existing sewer basins to define extents for the Plan. Document pertinent information including area, summary of sewer system components contained in each sewer basin, and land uses. Develop map showing sewer drainage basins.

5.3 Draft Chapter 1 - Introduction

Document information including the changes driving the sewer plan update.

Develop the Draft Chapter 1 – Introduction. Submit draft to City for review and revise per comments.

5.4 Draft Chapter 2 – Land Use and Service Area

Develop the Draft Chapter 2 – Land Use & Service Area by compiling the results of Task 5. Submit draft to City for review and revise per comments.

Receivables

- Comments on Draft Chapter 1
- Comments on Draft Chapter 2

Task Deliverables

- Draft Chapter 1 – Introduction
- Draft Chapter 2 – Land Use & Service Area

Assumptions

- Sewer basin revisions will be reviewed and approved by the City prior to finalization.

Task 6 – Planning Criteria and Regulatory Requirements

Objective

Establish the Planning Criteria for the Plan. Document the regulatory requirements guiding the Plan.

Work Tasks

6.1 Regulatory Requirements

Review and document the project-specific regulatory requirements and criteria, potential future requirements/trends, including:

- Previous Planning Efforts – Provide a written summary of recent planning efforts.
- Federal, State, and Local Rules and Regulations – Document Federal, State, and local rules and regulations that relate to the City’s sanitary sewer systems, including the Washington Criteria for Sewerage Works Design (“Orange Book”)
- City Design and Construction Standards and Specifications
- Collection System Planning Criteria – Identify planning design criteria, including defining pipe deficiency criteria. Additional criteria may include pump station firm capacity, force main maximum velocity, and gravity pipeline minimum scouring velocity.

6.2 Planning Criteria Workshop

Conduct a workshop with City staff to review the results of the previous work tasks and get input on

information prior to development of Plan Chapter 3 – Planning Criteria.

6.3 Draft Chapter 3 – Planning Criteria

Develop the Draft Chapter 3 – Planning Criteria by compiling the results of Task 6. Submit draft to City for review and revise per comments.

Receivables

- Comments on Draft Chapter 3

Task Deliverables

- Draft Chapter 3 – Planning Criteria
- Agenda and notes for the Planning Criteria Workshop

Assumptions

- Up to two (2) staff from Consor will attend the Planning Criteria workshop, which will be up to two (2) hours in duration and be virtual.
- Information in the 2019 Sewer Plan related to this chapter is still relevant and can be used for portions of Chapter 3. City to confirm relevancy of previous plan as requested by the Consultant.
- The City's Design Standards and Specifications will not be updated with this project.

Task 7 - Existing Collection and Conveyance Sewer System Summary

Objective

Provide an overview of the existing system using the sewer system information received in Task 3.

Work Tasks

7.1 System Overview

Review and summarize existing system components, operation, and facility upgrades. Summarize the City's existing Utility Management Structure. Document, review, and summarize intergovernmental agreements related to the sewer conveyance system.

7.2 Existing Collection and Conveyance Facilities

Review and document the City's existing collection and conveyance system including an inventory of existing conveyance piping, hydraulic structures including outfalls, and pump stations.

7.3 Draft Chapter 4 – Existing Collection & Conveyance Sewer System

Develop Draft Chapter 4 by compiling the results of Task 7. Submit draft to City for review and revise per comments.

Receivables

- Information related to criticality of existing sewer facilities.
- Comments on Draft Chapter 4– Existing Collection & Conveyance Sewer System

Task Deliverables

- Draft Chapter 4 – Existing Collection & Conveyance Sewer System

Assumptions

- The City has collection and conveyance facility inventories that can be compiled for inclusion in the plan.
- Information in the 2019 Sewer Plan related to this chapter is still relevant and can be used for portions of Chapter 4. City to confirm relevancy of previous plan as requested by the Consultant

Task 8 - Wastewater Treatment and Water Reclamation and Reuse

Objective

Briefly summarize the existing wastewater treatment and water reclamation and reuse for the City's sanitary sewer system. Develop strategies for increasing water reclamation and reuse within new and re-development projects.

Work Tasks

8.1 Existing Wastewater Treatment and Water Reclamation

Summarize the treatment of the City's wastewater by the City of Edmonds and King County Wastewater Treatment Division.

8.2 Draft Chapter 5 – Wastewater Treatment and Water Reclamation and Reuse

Develop Draft Chapter 5 - Wastewater Treatment and Water Reclamation and Reuse by compiling the Task 8 results. Submit draft to City for review and revise per comments.

Receivables

- Comments on Draft Chapter 5 – Wastewater Treatment and Water Reclamation and Reuse

Task Deliverables

- Draft Chapter 5 - Wastewater Treatment and Water Reclamation and Reuse

Assumptions

- Information included in this chapter will be summarized from existing plans developed by others.

Task 9 - Existing and Future Population and Flow Projections

Objective

Document the existing and future population based on the Vision 2044 Comprehensive Plan. Develop future flow projections based on population growth.

Work Tasks

9.1 Existing and Future Population

Document the existing population from data received from the City be sewer basin. Utilize data from the City Community and Economic Development department and the Vision 2044 Comprehensive Plan to develop the future population projections.

9.2 Current and Future Sewer Flow Projections

Document existing and future population and employment numbers in the service area and for the planning horizons. Utilize flow monitoring data and water meter consumption data to characterize wastewater flows for the existing system including:

- Average Dry Weather Flow (ADWF) rate in gallons per capita per day (gpcd) using flow monitoring data
- 24-hour weekday and weekend patterns for each flow monitoring site
- Separation of domestic wastewater and infiltration/inflow (I/I) using water meter data
- Large/Industrial users
- I/I coefficients and unit rates to characterize metersheds
- Wet weather flows (also to be generated through H/H modeling)

Develop future wastewater flow projections for the same metrics using future population and growth projections. It is anticipated that the future ADWF to be based on existing per unit rate developed for the current conditions in conjunction with future population estimates.

Receivables

- Current population numbers for 2025 and future population projections for the 6- and 20-year planning horizons.

Task Deliverables

- None

Assumptions

- The City has future population information based on the newly adopted 2044 Vision Comprehensive Plan and that the Consultant will not need to modify the information for 6-year and 20-year projections.

- The City will provide the population by sewer basin for the future population projections. The Consultant will provide a shapefile for the sewer basins where the population data is needed.

Task 10 Condition Assessments

Objective

Analyze the major components of the City's sewer collection and conveyance system, including collector and trunk lines, pump stations, and force mains. Identify deficiencies and improvements associated with system capacity, infiltration and inflow, and planned growth. The sewer system evaluation consists of two main components that build off the findings of Tasks 3, 4, and 6: condition assessment and hydraulic analysis.

Work Tasks

10.1 Lift Station Condition Assessments

Develop pump station condition assessment criteria and tracking forms. Each criterion to have a numeric score associated with it based on importance to facilitate ranking pump stations based on condition needs. Submit criteria and forms to City for approval prior to assessing pump stations.

Conduct pump station condition assessment site visits with City staff. Evaluate the condition of major station components by visual inspection documenting the general condition of the structural, electrical, and mechanical systems that comprise the stations. Assign a condition rating to document the site visit using the tracking form.

10.2 Condition Assessment Workshop

Conduct a workshop with City staff to review the results of the condition assessment.

Receivables

- Information on collection system asset condition to facilitate desktop review of piped systems
- Input on Pump Station Condition Assessment form

Task Deliverables

- Criteria and methodology for condition assessment scoring, likelihood of failure, and consequence of failure
- Agenda and meeting notes for the workshop under this task
-

Assumptions

- The consultant is not tasked with reviewing CCTV data.
- City will provide electronic information on collection system (pipe, manholes or other hydraulic structures) asset condition. No field work or CCTV review time is included in this scope.
- Pump station condition assessment assumes three (3) Consultant team members for one (1) hour per station for four (4) lift stations.

- Pump station sites will be accessible and qualified City personnel and an electrician will be able to open electrical equipment for viewing.

Task 11 - Model Development and Capacity Analysis

Objective

Analyze the major components of the City's sewer collection and conveyance system, including collector and trunk lines, pump stations, and force mains. Identify deficiencies and improvements associated with system capacity, infiltration and inflow, and planned growth. The sewer system evaluation consists of two main components that build off the findings of Tasks 3, 4, and 6: condition assessment and hydraulic analysis .

Work Tasks

11.1 Hydraulic Modeling

Develop a hydraulic model representing the City's collection and conveyance system. Model to be developed from the City's GIS hydraulic information for pipes, manholes, and pump stations. Set up model hydrology informed by the sewer basins established in Task 5. Set up dry weather flow parameters using ADWF determined in Task 9. The hydraulic resolution of the model to include major interceptors and collector pipes necessary to analyze the collection system. The City's existing InfoSewer model will be used as a reference when developing the new model.

Calibrate the model to flow monitoring data collected in Task 4. Use peak flow and total flow volume as the calibration metrics.

Develop and submit a Hydraulic/Hydrologic (H/H) modeling Technical Memorandum discussing model development and calibration to be appended to the Plan.

Develop a rainfall timeseries to use to analyze the system. Rainfall timeseries will be approved by the City prior to use and will include a design storm of a given recurrence interval (e.g., 5-, 10- or 25-year) to be used in Task 10.2 Capacity Analysis to inform level of service analysis.

11.2 Capacity Analysis

Evaluate existing system performance using the calibrated H/H model and rainfall time series from Task 10.1. Identify system deficiencies using the established planning criteria from Task 6. Update the calibrated H/H model loading for the 20-year planning horizons. Evaluate future system performance and level of service to identify system deficiencies using the planning criteria established in Task 6.

Develop level of service (LOS) maps for the existing system and 20-year planning horizon by comparing simulation results using the design rainfall timeseries with the identified deficiency criteria from Task 6.

Deficiency criteria will define allowable flow in a pipe before it is deemed capacity deficient. A GIS layer to be provided along with the maps.

11.3 Sewer System Evaluation Workshop

Conduct a workshop with City staff to review the results of the system analysis.

11.4 Capacity Deficiency Alternatives Modeling

Use H/H model with loading for the 20-year planning horizon and the design rainfall timeseries to identify potential capital improvement projects to alleviate identified system deficiencies. Conduct brainstorming meeting with key City staff to discuss potential alternatives. Confirm feasibility of and finalize up to twenty total alternatives based on discussion in the brainstorming meeting. Alternatives developed to account for impacts to the downstream system. Capital improvement alternatives will be further developed in Task 12.

11.5 Draft Chapter 6 – Model Construction and Capacity Analysis

Develop Draft Chapter 6 by compiling the Task 10 and Task 11 results. Submit draft to City for review and revise per comments. The Chapter to include sections for condition assessment and hydraulic analysis .

Receivables

- City's existing InfoSewer H/H model
- Comments on Draft Chapter 6

Task Deliverables

- H/H Modeling Technical Memorandum
- Calibrated H/H Model
- LOS Maps for Existing System and corresponding GIS shapefile
- Map, and corresponding GIS shapefiles, showing condition ranking for pipes and structures
- Draft Chapter 6 – Model Construction and Capacity Analysis
- Agenda and meeting notes for the workshop under this task

Assumptions

- Model platform to be PCSWMM.
- Model will be calibrated at up to seven (7) locations for up to three (3) storm events at each location, if available from the available data.
- Deficient pipes will be identified per established planning criteria from Task 6. Potential alternatives will be sized to meet the same criteria.
- Intermediate (6-year) analysis to be used for CIP phasing. Model scenarios will not be created for the 6-year planning horizon because no significant land use or population changes are anticipated over that time horizon.
- Budget estimate for capacity analysis assumes twenty deficiencies, which is approximately five (5) deficiencies per sewer basin.
- Capacity deficiency criteria will be the allowable ratio of water depth to pipe diameter (d/D) or allowable surcharge (e.g., one foot of surcharge above a pipe crown). Level of service is determined from the deficiency criteria in conjunction with the design storm reoccurrence interval (e.g., if a

pipe violates the capacity deficiency criteria for a 5-year design storm, then that pipe has a less than 5-year level of service).

- Budget estimate assumes up to 20 capital improvement projects (one for each assumed deficiency).

Task 12 - Capital Improvement Plan

Objective

Develop the Capital Improvement Plan (CIP) for the 20-year planning horizon with a year-by-year CIP for the first six (6) years of the planning horizon. The basis for the CIP is the selection of projects to address deficiencies.

Work Tasks

12.1 Develop Project Costs

For each of the twenty (20) project alternatives identified develop an opinion of probable construction costs (OPCC).

12.2 Prioritization Workshop

Conduct a workshop with City staff to select prioritization criteria including the timing of deficiency, extent and type of deficiency, customers impacted, environmental impacts, capital and operations and maintenance (O&M) costs, and other concurrent City CIP plans.

12.3 Recommended CIP

Generate a list of proposed projects based on the prioritization of system deficiencies. Develop AACE International Class 5 opinions of probable project costs for each project with an accuracy range of +100% to -50%. Each project to be described in terms of the reason for the improvement, the location, size and extent, and the total project cost including engineering, administration, and construction. Generate maps showing the capital improvement projects for the 6-year and 20-year planning horizons.

12.4 CIP Phasing (6-year= near-term; 20-year= long-term)

Develop a phased CIP project list for the 20-year planning horizon with year-by-year CIP for the first six (6) years of the planning horizon. Apply the criteria selected during the prioritization workshop for CIP phasing.

Overlap proposed sewer CIP with the City available CIPs to determine project overlap areas to evaluate combining projects to minimize costs and impacts to the public.

12.5 CIP Project Mapping

Develop GIS maps of CIP projects on a comprehensive base map using Arc GIS Pro Online. Utilize the map to facilitate discussion in the prioritization workshop.

12.6 Develop Draft Chapter 7 – Capital Improvement Program

Develop Draft Chapter 7 – Capital Improvement Program by compiling Task 11 results. Submit draft to City for review and revise per comments.

Receivables

- Comments on Draft Chapter 7
- Input on prioritization criteria.

Task Deliverables

- Agenda and notes for the two workshops under this task
- Draft Chapter 7 – Capital Improvement Plan

Assumptions

- For budgeting purposes, twenty capital improvement projects are assumed to be developed
- Cost opinions will be based on current market factors, and recent City specific construction bids, and industry standards.
- Operation and maintenance costs will be qualitative and relative based on high, medium, and low investment and cost.
- Up to three (3) Consor staff will attend the Prioritization Workshop, which will be two (2) hours in duration. This workshop is assumed to be virtual.
- Overlapping underground utility CIPs will be limited to those currently available and be used in CIP prioritization.

Task 13 - Operations and Maintenance

Objective

Document current O&M program and provide comparison to similarly sized utilities.

Work Tasks

13.1 Workshop with O&M Staff

Conduct a workshop with O&M staff to gain understanding of the City's current practices and programs, to define content and format of the O&M chapter, and to discuss O&M activities for sewer system.

13.2 Current O&M Program

Review and summarize current O&M program practices as determined from existing O&M materials and through workshop with O&M staff. Provide recommendations for CCTV review, guidance as to what constitutes a deficiency, and CCTV documentation.

13.3 Staffing Summary

Summarize benchmarks comparing City staffing with similarly sized sewer utilities.

13.4 Draft Chapter 8 – Operations and Maintenance

Develop the Draft Chapter 8 – Operations and Maintenance by compiling the Task 9 results. Submit draft to City for review and revise per comments.

Receivables

- Current O&M staffing
- Current O&M safety practices and programs
- Documentation of items to be included in Chapter 8
- Comments on Draft Chapter 8

Task Deliverables

- Draft Chapter 8 – Operations and Maintenance
- Documentation of benchmarking O&M staffing compared to other utilities.
- Agenda and meeting notes for O&M workshop

Assumptions

- Up to three (3) Consor staff will attend each identified workshop in this task which will be up to two (2) hours in duration each. Workshops to be held virtually.
- Information in the 2019 Sewer Plan related to this chapter is still relevant and can be used for portions of this Chapter. City to confirm relevancy of previous plan as requested by the Consultant
- It is assumed that the staffing summary will show a need for one (1) additional resource.

Task 14 - Financial Analysis

Objective

Coordinate with FCS as they perform the financial gap analysis to determine if a shortfall in funding exists. Attend meetings with the City and FCS to review the draft gap analysis and respond to questions. FCS will perform the financial analysis and lead development of Chapter 9, with minimal support for Consor. FCS is not under contract to Consor.

Work Tasks

14.1 Coordination with FCS

Provide FCS with the CIP developed in Task 12 so that FCS can develop the financial strategy and gap analysis under separate contract with the City. FCS to develop Draft Chapter 9 – Financial and submit to Consor for incorporation into the Plan.

Attend up to two (4) meetings led by FCS related to the financial analysis and documentation.

Receivables

- Final Chapter 9 from the City's Consultant, FCS.

Task Deliverables

- None

Assumptions

- FCS will lead and facilitate all meetings.
- Consor will have two people attend and participate in up to four (4) 1-hour meetings or presentations on the financial analysis. It is assumed no preparation will be required for the meetings other than the scoped items listed in the previous task.
- FCS will develop Chapter 9 – Financial Strategy and Consor will incorporate the completed chapter into the overall Sewer Comprehensive Plan

Task 15 - Plan Development and Approval Process

Objective

Develop the 2026 Sanitary Sewer Comprehensive Plan by compiling the chapters developed in previous tasks, appendices and developing the Executive Summary. Develop the Plan to meet the WAC 173-240-050 requirements for a General Sewer Plan and King County Utilities Technical Review Committee (UTRC) requirements. Usher the Plan through the City review, adoption, and regulatory review process.

Work Tasks

15.1 Draft Plan for City Review and SEPA Use

Compile the work products and findings from the previous tasks and consolidate them into a single draft Plan. The draft Plan is anticipated to include the following:

1. Executive Summary
2. Introduction
3. Land Use & Service Area
4. Planning Criteria and Regulatory Requirements
5. Existing Collection and Conveyance Sewer System
6. Wastewater Treatment and Water Reclamation and Reuse
7. Model Construction and Capacity Analysis
8. Comprehensive Plan and Capital Improvements
9. Financial
10. Appendices

15.2 Draft Plan Revisions and Council Adoption

Submit draft Plan to the City in Word and PDF format for review. Meet with City to review comments. Revise plan based on City review comments. Submit updated plan for City Council adoption.

Assist City staff in preparing exhibits for City Council presentation. Attend and support City staff for City Council presentation for plan adoption.

15.3 Ecology and Adjacent Agency Review and Revisions

Submit PDF format draft Plan to Ecology, and adjacent agencies for review. Provide draft written responses to Ecology's review comments and submit to City for review and input. With City input, finalize written responses and develop a final Plan that incorporates comments. Submit comment responses and updated Plan to Ecology for approval.

15.4 Council Presentation and Approval

Submit the Ecology approved Plan to the City in PDF format for City Council approval. City staff will lead Council presentation for Plan approval.

15.5 Final Plan

Prepare final Plan in PDF format.

Receivables

- SEPA Documentation and Checklist
- Written review comments on the draft Plan prior to submission to Ecology.
- Review comments on draft responses to Ecology's review comments.

Task Deliverables

- One (1) electronic copy of the draft Plan will be created for the City prior to submission to Ecology.
- One (1) electronic copy of revised draft Plan will be provided to adjacent agencies for review.
- One (1) electronic Plan copy will be submitted to Ecology and adjacent agencies for review. One (1) electronic copy of the revised draft Plan will be submitted to the City.
- Draft and final written responses to Ecology's review comments.
- One (1) electronic copy of the final Plan will be submitted to City Council for review and adoption.
- One (1) electronic file in pdf format will be submitted to Ecology for their final approval.
- One (1) electronic copy (including Ecology's approval) of the final Plan will be delivered to the City. Other electronic data sets such as GIS files and H/H models will be delivered to the City as well.

Assumptions

- Previous memoranda, draft chapters, and meeting notes sent to the City have been reviewed and are accepted by City staff and will be incorporated into the Plan.
- No additional significant comments will be provided by the City.
- City will develop SEPA checklist without consultant support.
- City will have provided comments on each chapter of the plan prior to the consultant developing the overall draft of the Plan.
- City will provide review comments on all drafts of the Plan.
- Only final electronic data sets will be submitted to the City. Interim files used during analysis, such as draft spreadsheets or preliminary model files will not be included.
- Appendices *may* include (subject to change based on plan details): SEPA Checklist, Hydraulic/Hydrologic Modeling Memo, Design Rainfall Development Memo, Interagency Agreements and Plan Comments, CIP Support Documentation.
- King County UTRC formal review process will not be required.

Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant’s Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below. Subconsultants, when required by the Consultant, will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

See the attached Fee Proposal included as Exhibit B.

Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following.

Computer Aided Design and Drafting	\$18.00/hour
GIS and Hydraulic Modeling	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Project Schedule

The project schedule below identifies the milestone deliverables required to have the Update to the Comprehensive Sewer Plan approved by May of 2026. The Infiltration & Inflow work can lag this schedule or be included in parallel.

Task	Anticipated Completion
Task 1 – Project Management	June 2026
Task 2 – Coordination with Ecology	April 2026
Task 3 – Data Collection and Review	March 2025
Task 4 – Flow Monitoring	June 2025
Task 5 – Land Use & Service Area	April 2025
Task 6 – Design Criteria and Regulatory Requirements	May 2025
Task 7 – Existing Collection and Conveyance Sewer System Summary	July 2025
Task 8 – Wastewater Treatment and Water Reclamation and Reuse	April 2025
Task 9 – Existing and Future Population and Flow Projections	July 2025
Task 10 – Model Construction and Sewer System Analysis	Sept 2025
Task 11 – Comprehensive Plan and Capital Improvement Plan	Dec 2025
Task 12 – Operations and Maintenance	Oct 2025
Task 13 – Financial Analysis	Feb 2026
Task 14 – Plan Development and Approval Process	May 2026
Task 15 – Inflow and Infiltration Investigation and Alternatives Analysis	Sept 2025
Task 16 – Supplemental Services	TBD
Task 17 – Contingency	TBD

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

There are no mandatory DBE participation requirements.

Exhibit C**Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
 - A. Survey Data
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to Be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided

- II. Any Other Electronic Files to Be Provided

- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D - Fee Estimate

COMPREHENSIVE SEWER PLAN UPDATE
CITY OF MOUNTLAKE TERRACE
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)														Subconsultants		Subconsultant Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	GIS Units \$10/hr	Total
	Principal Engineer VI Schuyler \$873	Principal Engineer III Harris \$313	Principal Engineer II Henson \$295	Professional Engineer V Koskas \$221	Engineering Designer III Murphy \$201	Engineering Designer II Owens \$189	Project Manager II Thai \$237	Technician III TBD - CAD \$183	Project Coordinator III Cutlip \$176	Project Coordinator II Tech Editor \$159	Administrative III Dehaven \$146	Hours	Labor	ADS Flow Monitoring								
Average Billing Rate Estimated per Classification/Staff Staff Name	\$873	\$313	\$295	\$221	\$201	\$189	\$237	\$183	\$176	\$159	\$146											
Task 1 - Project Management																						
Task 1.1 - Project Kickoff Meeting	2	17							9			45	\$ 10,133		1.1	\$ -	\$ -	\$ -	\$ -	\$ 10,133		
Task 1.2 - Project Kickoff Meeting	3	7	3		3		2					18	\$ 5,272		1.1	\$ -	\$ 92	\$ -	\$ -	\$ 5,364		
Task 1.3 - Coordination with City Staff	6	15	6									27	\$ 8,703		1.1	\$ -	\$ -	\$ -	\$ -	\$ 8,703		
Task 1.4 - Coordination of Subconsultants		9										9	\$ 2,817		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,817		
Task 1.5 - Change & Decision Log		4	8									9	\$ 2,817		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,817		
Task 1.6 - Quality Assurance/Quality Control (QA/QC)	40	4										53	\$ 18,331		1.1	\$ -	\$ -	\$ -	\$ -	\$ 18,331		
Task 1 Subtotal	51	61	17	0	3	0	2	0	9	0	17	160	\$ 48,274	\$ -		\$ -	\$ 92	\$ -	\$ -	\$ 48,366		
Task 2 - Coordination with Ecology																						
Task 2.1 - Ecology Kickoff Meeting		1	1	1	1	2						5	\$ 1,207		1.1	\$ -	\$ -	\$ -	\$ -	\$ 1,207		
Task 2.2 - Coordination with Ecology		3	3	8	9	4						18	\$ 4,348		1.1	\$ -	\$ -	\$ -	\$ -	\$ 4,348		
Task 2 Subtotal	0	4	4	9	0	6	0	0	0	0	0	23	\$ 5,555	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 5,555		
Task 3 - Data Collection and Review																						
Task 3.1 - Develop and Submit Data Collection/Request Log		1	2	2		2						7	\$ 1,723		1.1	\$ -	\$ -	\$ -	\$ -	\$ 1,723		
Task 3.2 - Review Data Provided by City		1	3	14		12						30	\$ 6,560		1.1	\$ -	\$ -	\$ -	\$ -	\$ 6,560		
Task 3 Subtotal	0	2	5	16	0	14	0	0	0	0	0	37	\$ 8,283	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 8,283		
Task 4 - Flow Monitoring																						
Task 4.1 - Flow Monitoring Plan		1	2	4		4						11	\$ 2,543		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,543		
Task 4.2 - Flow Monitoring Data		2	4	12		4						18	\$ 4,658	\$ 74,474	1.1	\$ 81,921	\$ -	\$ -	\$ -	\$ 86,579		
Task 4 Subtotal	0	3	6	16	0	4	0	0	0	0	0	29	\$ 7,001	\$ 74,474		\$ 81,921	\$ -	\$ -	\$ -	\$ 88,922		
Task 5 - Land Use & Service Area																						
Task 5.1 - Service Area and Vicinity	1	1	1	6		2						11	\$ 2,685		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,685		
Task 5.2 - Sewer Boxes		1	1	16		18						18	\$ 4,144		1.1	\$ -	\$ -	\$ -	\$ -	\$ 4,144		
Task 5.3 - Draft Chapter 1 - Introduction	1	2	1	4		20			1			28	\$ 6,117		1.1	\$ -	\$ -	\$ -	\$ -	\$ 6,117		
Task 5.4 - Draft Chapter 2 - Land Use & Service Area												38	\$ 7,842		1.1	\$ -	\$ -	\$ -	\$ -	\$ 7,842		
Task 5 Subtotal	3	5	6	28	0	52	0	0	0	2	0	96	\$ 20,788	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 20,788		
Task 6 - Planning Criteria and Regulatory Requirements																						
Task 6.1 - Regulatory Requirements		1	3	6		6						16	\$ 3,858		1.1	\$ -	\$ -	\$ -	\$ -	\$ 3,858		
Task 6.2 - Design Criteria Workshop		1	3	10		10						16	\$ 3,786		1.1	\$ -	\$ -	\$ -	\$ -	\$ 3,786		
Task 6.3 - Draft Chapter 3 - Design Criteria	1	3	8	2		2						52	\$ 11,488		1.1	\$ -	\$ -	\$ -	\$ -	\$ 11,488		
Task 6 Subtotal	1	5	14	24	0	40	0	0	0	0	0	84	\$ 18,932	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 18,932		
Task 7 - Existing Collection and Conveyance Sewer System Summary																						
Task 7.1 - System Overview		1	2	6								9	\$ 2,229		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,229		
Task 7.2 - Existing Collection and Conveyance Facilities		1	4	8		10						22	\$ 4,838		1.1	\$ -	\$ -	\$ -	\$ -	\$ 4,838		
Task 7.3 - Draft Chapter 4 - Existing Collection & Conveyance Sewer System	1	3	4	2		16		8		2		39	\$ 9,134		1.1	\$ -	\$ 144	\$ -	\$ -	\$ 9,278		
Task 7 Subtotal	1	2	6	16	0	26	0	8	0	2	0	61	\$ 13,001	\$ -		\$ -	\$ -	\$ 144	\$ -	\$ 13,145		
Task 8 - Wastewater Treatment and Water Reclamation and Reuse																						
Task 8.1 - Existing Wastewater Treatment and Water Reclamation		1	2			8						11	\$ 2,415		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,415		
Task 8.2 - Reuse						12						13	\$ 2,581		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,581		
Task 8 Subtotal	0	2	2	0	0	20	0	0	0	0	0	24	\$ 4,996	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 4,996		
Task 9 - Existing and Future Population and Flow Projections																						
Task 9.1 - Existing Population and Trends		1	1	16								17	\$ 3,831		1.1	\$ -	\$ -	\$ -	\$ -	\$ 3,831		
Task 9.2 - Current and Future Sewer Flow Projections	1	2	4	32		24						63	\$ 13,787		1.1	\$ -	\$ -	\$ -	\$ -	\$ 13,787		
Task 9 Subtotal	1	2	5	48	0	24	0	0	0	0	0	80	\$ 17,618	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 17,618		
Task 10 - Condition Assessment																						
Task 10.1 - Lift Station Condition Assessments		2	1	12		26						41	\$ 8,487		1.1	\$ -	\$ 92	\$ -	\$ -	\$ 8,579		
Task 10.2 - Condition Assessment Workshop	1	3	4	8		16						32	\$ 7,284		1.1	\$ -	\$ -	\$ -	\$ -	\$ 7,284		
Task 10 Subtotal	1	5	5	20	0	42	0	0	0	0	0	73	\$ 15,771	\$ -		\$ -	\$ 92	\$ -	\$ -	\$ 15,863		
Task 11 - Model Development and Capacity Analysis																						
Task 11.1 - Hydraulic Modeling	2	4	8	60		80						154	\$ 32,738		1.1	\$ -	\$ -	\$ -	\$ -	\$ 32,738		
Task 11.2 - Capacity Analysis	1	6	10	32		32						81	\$ 18,321		1.1	\$ -	\$ -	\$ -	\$ -	\$ 18,321		
Task 11.3 - Sewer System Evaluation Workshop	1	4	6	8		8						27	\$ 6,075		1.1	\$ -	\$ -	\$ -	\$ -	\$ 6,075		
Task 11.4 - Capacity Deficiency Alternatives Meeting		2	4	8		8						22	\$ 5,086		1.1	\$ -	\$ -	\$ -	\$ -	\$ 5,086		
Task 11.5 - Draft Chapter 6 - Model Construction and Capacity Analysis	2	4	8	8		32		16		3		73	\$ 15,739		1.1	\$ -	\$ -	\$ -	\$ 180	\$ 15,739		
Task 11 Subtotal	6	20	36	116	0	160	0	16	0	3	0	357	\$ 76,999	\$ -		\$ -	\$ -	\$ -	\$ 180	\$ 78,559		
Task 12 - Capital Improvement Plan																						
Task 12.1 - Develop Project Goals	2	10			30							42	\$ 9,906		1.1	\$ -	\$ -	\$ -	\$ -	\$ 9,906		
Task 12.2 - Prioritization Workshop		2	2	4		8						16	\$ 3,612		1.1	\$ -	\$ -	\$ -	\$ -	\$ 3,612		
Task 12.3 - Recommended CIP		4	8	24		24						60	\$ 13,452		1.1	\$ -	\$ -	\$ -	\$ -	\$ 13,452		
Task 12.4 - CIP Phasing (5-year and 20-year)	1	2	4	8		12						43	\$ 9,995		1.1	\$ -	\$ -	\$ -	\$ -	\$ 9,995		
Task 12.5 - CIP Project Mapping		1	2	6		8		24				41	\$ 8,133		1.1	\$ -	\$ -	\$ -	\$ 240	\$ 8,373		
Task 12.6 - Develop Draft Chapter 7 - Comprehensive Plan and Capital Improvements	1	2	4	8		32						47	\$ 9,995		1.1	\$ -	\$ -	\$ -	\$ -	\$ 9,995		
Task 12 Subtotal	4	21	20	50	30	104	0	24	0	0	0	253	\$ 55,093	\$ -		\$ -	\$ -	\$ -	\$ 240	\$ 55,333		
Task 13 - Operations and Maintenance																						
Task 13.1 - Workshop with O&M Staff		2	2	6		8						18	\$ 4,054		1.1	\$ -	\$ -	\$ -	\$ -	\$ 4,054		
Task 13.2 - Current O&M Program		1	1	6		16						24	\$ 4,958		1.1	\$ -	\$ -	\$ -	\$ -	\$ 4,958		
Task 13.3 - Staffing Summary		1	4	6		16						27	\$ 5,843		1.1	\$ -	\$ -	\$ -	\$ -	\$ 5,843		
Task 13.4 - Draft Chapter 8 - Operations and Maintenance	1	1	2	4		12						20	\$ 4,428		1.1	\$ -	\$ -	\$ -	\$ -	\$ 4,428		
Task 13 Subtotal	1	5	9	22	0	52	0	0	0	0	0	89	\$ 19,283	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 19,283		
Task 14 - Financial Analysis																						
Task 14.1 - Consultation with FCS	2	8	8	8		16						42	\$ 10,402		1.1	\$ -	\$ -	\$ -	\$ -	\$ 10,402		
Task 14 Subtotal	2	8	8	8	0	16	0	0	0	0	0	42	\$ 10,402	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 10,402		
Task 15 - Plan Development and Approval Process																						
Task 15.1 - Draft Plan for City Review and SEPA Use	2	2	4	8		16			8			40	\$ 8,616		1.1	\$ -	\$ -	\$ -	\$ -	\$ 8,616		
Task 15.2 - Draft Plan Revisions and Council Adoption	1	6	2	12		20			4			45	\$ 9,909		1.1	\$ 66	\$ -	\$ -	\$ -	\$ 9,975		
Task 15.3 - Ecology Review and Revisions	2	2	6	16		22			4			42	\$ 9,700		1.1	\$ -	\$ -	\$ -	\$ -	\$ 9,702		
Task 15.4 - Council Presentation and Approval	1	12	2	8		16			39			89	\$ 9,511		1.1	\$ -	\$ 92	\$ -	\$ -	\$ 9,603		
Task 15.5 - Final Electronic and Hard Copies		1				24			23			48	\$ 4,869		1.1	\$ -	\$ -	\$ -	\$ -	\$ 4,869		
Task 15 Subtotal	6	23	14	44	0	92	0	0	0	12	0	191	\$ 42,587	\$ -		\$ 158	\$ -	\$ -	\$ -	\$ 42,745		
TOTAL - ALL TASKS	77	168	157	417	33	652	2	48	9	19	17	1599	\$ 365,983	\$ 74,474		\$ 81,921	\$ 342	\$ 144	\$ 400	\$ 448,790		

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Washington State Department of Transportation specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

~~Exhibit G-1(a) Certification of Consultant~~

~~Exhibit G-1(b) Certification of _____~~

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

~~Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying~~

~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Conсор North America

Debbie Harris

2/18/2025

Debbie Harris, Principal

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



STAFF REPORT

To: Mountlake Terrace City Council

From: Man Truong, Gary Schimek, Public Works Director

Meeting Date: February 5, 2026

Subject: Agreement Supplement 1 with RH2 for the Water Comprehensive Plan

Required Reviews:

Jennifer Joki	Created/Initiated - 01/28/2026
Gary Schimek	Approved - 01/28/2026
Sirke Salminen	Approved - 01/29/2026
Hillary Evans	Approved - 01/29/2026
Carolyn Hope	Final Approval - 01/30/2026

Council Goal(s):

Responsible Governance to Ensure Desired Level of Service
Environmental Sustainability and Resiliency

Legislative History:

In December 2024, the City entered into a contract agreement with RH2 Engineering Inc. for the Water Comprehensive Plan Update with the original contract amount of \$349,723.

This item was presented to council for review at their work session on 1/22/2026.

Subject Summary:

This supplemental agreement is to amend contract with RH2 Engineering Inc. for the Water Comprehensive Plan Update to add FCS Bowman Company as a sub-consultant to conduct financial and capital improvement projects analysis. The amendment is being brought to City Council to authorize the city manager to approve it, because the total amount of the contract is higher than the City Manager's signing authority.

FCS Bowman Company (FCS) is added as a sub-consultant to RH2 Engineering Inc. to conduct financial analysis to determine if a shortfall in funding exists and establish water rates, along with identifying and prioritizing capital improvement (CIP) projects that align with available funding sources. The collaboration between the City staff, RH2 and FCS will provide consistency in terms of the City's infrastructure renewal goals, financial analysis from FCS and CIP development from RH2. The supplemental amount is \$49,680 with a \$10,000 management reserve, which brings this total supplemental amount to \$59,680 and the new maximum amount

payable to \$409,403.

As background, every six years, the city's Water Comprehensive Plan needs to be updated. Its purpose is to project changes to future operations and to plan for capital improvements to meet the future needs of the system, such as the need for new and upgraded water infrastructure, to ensure an adequate water supply that meet and exceed the state water quality standards, to provide reliable water delivery, and to plan for changes to the system to accommodate projected population and economic growth within the city. This document will guide near and long-term investments in the water system. The plan must meet the requirements of WAC 246-290-235 to be approved by the Washington State Department of Health.

Financial/Budget Impacts:

Budget Amendment No
Required? _____

Budget and Sources:	Water Fund: Professional Services
Expenditure:	\$409,403
New Appropriation Required + Sources:	\$59,680 Water Fund: Professional Services

Additional Financial Information:

Detailed Budget Summary

2025/6 Approved Budget	\$425,000
Contracted to Date	\$349,723
Amendment Requested	\$59,680
New Contract Total	\$409,403
Budget Balance	\$15,597

1. The total 2025/6 Water Professional Services budget was \$2,050,622.
2. Of that total water professional services budget, \$425,000 (or 21%) was allocated to the water comp plan, including a financial rate study.
3. The Water Comp Plan contract was executed on 12/23/2024 for \$349,723 but did not include the rate study element of the comprehensive plan.
4. We are now requesting a budget amendment for \$59,680 for the rate study and a \$10,000 management reserve for unforeseen work items.
5. The remaining budget for the project is \$15,597. If these funds are not needed to complete the comp plan, they will be used to support other professional services work for the utility.

Community Notifications:

City Council Agenda

If "Other," please specify:

Board/Commission Recommendation:

N/A

Staff Recommendation:

Option 1: Approve contract. Staff recommends the City Council authorize the City Manager to sign the RH2 General Water Plan Update Supplemental 1. This can be accomplished by adding it to the Consent Agenda on February 5, 2026.

Option 2: Do not approve the contract. This submittal of the Water Comprehensive to the WA State Department of Health (DOH) would not include a Financial Chapter. The City would need to negotiate with the DOH to extend the deadline for final completion of the plan until the financial chapter is complete. In addition, the City would not have a financially robust water rate path for the upcoming 2027/32 budget cycle and may cause reprioritization of the capital improvement plan for the water utility. The Public Works Department did allocate ample funding for this work by consultants in the 2025/6 budget.

Option 3: Use city staff to complete the financial analysis. However, the city does not have the resources and expertise to independently complete a Comprehensive Water Plan financial analysis, including a rate study. It would take time to gain this expertise and find time to complete the work, which would likely delay the project. The City would need to negotiate with the DOH to extend the deadline for final completion of the plan until the financial chapter is complete. In addition, the City would not have a financially robust water rate path for the upcoming 2027/32 budget cycle and may cause reprioritization of the capital improvement plan for the water utility. The Public Works Department did allocate ample funding for this work by consultants in the 2025/6 budget.

Council Motion:

Council recommends adding this item to the Consent Agenda on February 5, 2026.

Attachments:

1. RH2 Water Comprehensive Plan Agreement Supplement 1 (Draft)
2. RH2 Water Comprehensive Plan Agreement 2025



Supplement Number 1 Water Comprehensive Plan Update	Organization Name and Address: RH2 Engineering, Inc. 27222 29th Drive SE, Ste. 210 Bothell, WA 98021		
Original Agreement Number N/A	Execution Date 02/01/2025	Completion Date 12/31/2026	
Project Title Water Comprehensive Plan Update	Original Amount Authorized		\$349,723.00
	Management Reserve		\$10,000.00
	Amount This Supplement		\$49,680.00
	New Maximum Amount Payable		\$409,403.00

The City of Mountlake Terrace desires to supplement the agreement entered into with **RH2 Engineering, Inc.** and executed on 02/01/2025

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

The changes to the agreement are described as follows:

I

Section II, General Scope of Work shall be amended to include **Exhibit A, Scope of Services Amendment 1**, attached hereto.

II

Section V, Payment Provisions: The maximum amount payable found on the first page of the Agreement listed as **\$349,723.00** shall be amended to **\$409,403.00**.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: RH2 Engineering, Inc.

By: City of Mountlake Terrace

Michele Campbell, Principal

Date

Jeff Niten, City Manager

Date

EXHIBIT A
Scope of Work
Amendment No. 1
City of Mountlake Terrace
Water System Plan Update
October 2025

Background

The City of Mountlake Terrace (City) contracted with RH2 Engineering, Inc., (RH2) to perform an overall update of the Water System Plan (WSP) and seek a new 10-year WSP approval from the Washington State Department of Health.

This Scope of Work includes additional effort required to subcontract with FCS Group, Inc., (FCS) to prepare the financial analysis in support of the WSP.

Task 23 – Financial Analysis – Subconsultant Effort

Objective: Coordinate with FCS as a subconsultant to RH2 to develop the financial analysis for the City's water utility.

Approach:

23.1 Prepare the financial analysis chapter of the WSP update, including data collection, capital facilities charge review and updates, and development of a financial plan and the financial analysis chapter as outlined in the attached Exhibit C.

Assumptions:

- *RH2 will use and rely upon the data, information, and materials prepared or provided by the City or others in relation to these efforts.*
- *RH2 efforts and deliverables for coordinating with FCS are captured in Task 11 of the original scope of work.*

Project Schedule

RH2 and FCS are prepared to commence with the work outlined herein upon written authorization to proceed from the City.

EXHIBIT B

Fee Estimate

Amendment No. 1

City of Mountlake Terrace

Water System Plan Update

Oct-25

Description		Total Hours	Total RH2 Labor	Total Subconsultant	Total Expense	Total Cost
Task 23	Financial Analysis - Subconsultant Effort	-	\$ -	\$ 49,680	\$ -	\$ 49,680
Subtotal Water System Plan Update Tasks		-	\$ -	\$ 49,680	\$ -	\$ 49,680
PROJECT TOTAL		-	\$ -	\$ 49,680	\$ -	\$ 49,680



EXHIBIT C

October 3, 2025

Zach Schrempp, PE
RH2 Engineering, Inc.
22722 29th Dr. SE, Suite 210
Bothell, WA 98021

Re: Scope/Fee Estimate for City of Mountlake Terrace Water System Plan Financial Analysis

Dear Drew:

The City of Mountlake Terrace has asked FCS, a Bowman Company, to prepare a financial analysis in support of the Water System Plan (WSP) update that RH2 is completing on the City's behalf.

TASK PLAN

The task plan below summarizes our proposed approach to meet the needs of the City and RH2:

Task 1: Project Initiation & Data Collection

FCS will provide a data request outlining information needed to complete the analysis, reviewing data provided and working with the project team to resolve questions and obtain additional records as needed. Task 1 includes the administrative efforts involved with project initiation and ongoing management.

Task 2: Capital Facilities Charge (CFC) Update

Task 2 involves reviewing the City's water CFCs with attention to the following elements:

- Updating the underlying cost basis to reflect a current inventory of existing assets, the accrual of interest on existing assets, and the most recent capital improvement plan.
- Determining the number of equivalent units that the system can serve, given the operational capacity of the City's facilities and the existing utilization of those facilities by existing customers.

Subject to the availability of data and the interest of City staff, Task 2 also includes revisiting the City's CFC methodology to determine whether it can be revised to recover costs from specific types of development more equitably. Some topics that could be considered include (but are not limited to):

- Evaluating an alternate basis for imposing CFCs on residential connections. Modern trends in residential development have led a growing number of utilities to consider charging CFCs based on metrics such as the size and number of dwelling units as an alternative to water meter size.

7525 166th Ave NE, Ste D-215, Redmond, WA 98052

P: 425.867.1802

- Functionalizing the CFC to improve equity by better recognizing which capacity needs are driven by estimated or potential water usage. Fire-flow requirements, for example, are based solely on land-use type (e.g. residential, commercial) and do not increase with the size of the water meter installed.

Task 3: Financial Plan

This task includes the development of a forecast of revenue requirements for the City's water utility over a ten-year planning period. Key elements of this task include:

- *Operating Forecast.* Initially based on the City's budget, the forecast of operating revenues and expenses will incorporate inflation and other cost increases as appropriate. The operating forecast will also incorporate adjustments for anticipated changes in staffing and/or program activities.
- *Capital Funding Plan.* FCS will develop a funding plan that supports the completion of the planned capital projects through a mix of rate revenues, CFCs, developer contributions, existing reserves, and debt (if needed).
- *Revenue Sufficiency Analysis.* The revenue sufficiency analysis will evaluate the adequacy of the water utility's revenues in meeting its cash flow needs and any applicable debt service coverage requirements, developing a ten-year strategy of annual rate adjustments.

Task 4: Documentation

Task 4 consists of efforts related to preparing the financial chapter of the WSP:

- Reviewing the water utility's historical financial performance, summarizing noteworthy trends
- Discussing potential funding sources for the capital improvement plan (CIP)
- Documenting the CFC analysis completed in Task 2 and the financial plan completed in Task 3
- Evaluating the affordability of the City's current and proposed rates. For consistency with standards historically established by the U.S. Environmental Protection Agency, FCS will compute sample residential bills under the City's current and projected water and sewer rates as a percent of median household income. Recognizing that median household income is of limited value in assessing the impacts of utility rates on customers with income levels far below the area median, we will also determine values for two alternative metrics that have been gaining traction in the industry as providing a more meaningful basis for evaluating affordability:
 - » **Hours at Minimum Wage (HM):** This metric computes the average monthly bill for a home using 50 gallons per capita per day (gpcd) in terms of the number of hours someone earning the prevailing local minimum wage would need to work in order to pay it.

- » Affordability Ratio at the 20th Income Percentile (AR₂₀): This metric computes the average monthly bill for a home using 50 gpcd as a percentage of the net disposable income that a household in the 20th income percentile would have after paying for other essential costs including housing, food, healthcare, home energy, and taxes.

We will submit a draft financial chapter to the project team for review, revising it to incorporate input received.

Task 5: Meetings & Public Process

FCS will attend up to three (3) virtual review meetings with City staff and up to two (2) onsite City Council meetings to present study findings and recommendations.

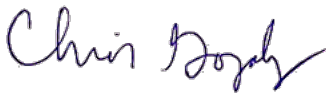
BUDGET

We will complete the work outlined above for an amount not to exceed \$43,200, as shown below.

Water System Plan Financial Analysis	Total
Task 1: Project Initiation & Data Collection	\$ 2,225
Task 2: CFC Update	8,230
Task 3: Financial Plan	12,080
Task 4: Documentation	8,265
Task 5: Meetings & Public Process	12,400
Total Not-to-Exceed Cost	\$43,200

We will bill for services provided at the hourly rates specified in the attached fee schedule. If any additional services are required due to unforeseen circumstances and/or conditions, FCS will provide notification and obtain written approval from Consor prior to proceeding with any additional work. We look forward to the opportunity to work with you and the City on this project. Please do not hesitate to contact me if you have any questions about this proposal.

Respectfully,



Chris Gonzalez
Principal



EXHIBIT C

FCS, a Bowman Company

2025 STANDARD FEE SCHEDULE

Effective February 10, 2025

LABOR¹

<u>Position/Title</u>		<u>Billing Rate</u>
Principals	Standard Rates	\$295-\$325
Project Managers	Standard Rates	\$220-\$250
Consultants	Standard Rates	\$170-\$205
Administrative and Technical Support		
Public Relations		\$185
Technical Writer/Graphic Artist		\$160
Administrative Support		\$110

DIRECT EXPENSES

Major direct expenses, such as travel, mileage, and lodging, will be charged at cost. Other expenses will not be directly charged unless by mutual agreement of the client and FCS and specific terms will be established in advance prior to expenditure and billing.

SUBCONSULTANTS

When applicable, subconsultants will be charged at invoiced cost plus 10%.

¹ Litigation rates are 150% of standard hourly rates for services in support of direct litigation, settlement negotiations, arbitration and/or mediation processes.

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): RH2 Engineering, Inc.	
Address 22722 29th Drive SE, Suite 210, Bothell, WA 98021	Federal Aid Number
UBI Number 600373878	Federal TIN 91-1108443
Execution Date 02/01/2025	Completion Date 12/31/2026
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No
Project Title Water Comprehensive Plan Update	
Description of Work Update existing Water Comprehensive Plan. See Exhibit A - Scope of Work for full details.	
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation
Maximum Amount Payable: 349,723.00	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Mountlake Terrace, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Jeff Niten, City Manager
 Agency: City of Mountlake Terrace
 Address: 23204 58th Ave W
 City: Mountlake Terrace State: WA Zip: 98043
 Email: jniten@mltwa.gov
 Phone: 425.776.0420
 Facsimile:

If to CONSULTANT:

Name: Michele Campbell, Principal-in-Charge
 Agency: RH2 Engineering, Inc.
 Address: 22722 29th Drive SE, Suite 210
 City: Bothell State: WA Zip: 98021
 Email: mcampbell@rh2.com
 Phone: 425-951-5394
 Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Jennifer Legerski, Contracts and Grants Manager

Agency: City of Mountlake Terrace

Address: 23204 58th Ave. W.

City: Mountlake Terrace State: WA Zip: 98043

Email: jlegerski@mltwa.gov

Phone: 425.744.6216

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.



Michele Campbell, Principal-In-Charge

2/19/2025

Date



Jeff Niten, City Manager

2/19/2025

Date



Robert Zeinemann for Hillary Evans, City Attorney

2/19/2025

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A ***Scope of Work***

See attached Exhibit A - Scope of Work.

EXHIBIT A

Scope of Work

City of Mountlake Terrace

Water System Plan Update

January 2025

Background

The City of Mountlake Terrace's (City) current approved Water System Plan (WSP) was completed in May 2018. Due to updated population growth projections for the City, the City desires to perform an overall update of the WSP and seek a new 10-year WSP approval from the Washington State Department of Health (DOH).

This Scope of Work is based on published regulatory requirements for WSPs known at the time of this writing. Attached as Exhibit B is a list of data to be provided by the City prior to commencement of the activities contained in this Scope of Work. Timely provision of requested data is paramount to the performance of this Scope of Work.

RH2 Engineering, Inc., (RH2) will use and rely upon the data, information, and materials prepared or provided by the City or others in relation to these efforts. To reduce the level of effort needed to update the WSP, RH2 will rely on the accuracy and completeness of existing information, data, and materials provided by the City and others in relation to this Scope of Work. RH2 will directly utilize text and other content from the 2018 WSP where changes are unnecessary to meet regulatory requirements.

This Scope of Work is limited to the services expressed herein and will be performed to the level of effort identified in the Fee Estimate. Deliverables will be submitted in electronic format (PDF) unless otherwise noted. RH2 is not responsible for the site safety or direction of others.

Task 1 – Project Management, Data Collection, and Agency Coordination

Objective: Manage the RH2 project team, files, and records. Monitor the Scope of Work and budget and provide monthly invoices. Assist the City in collecting data for the water system planning process. Coordinate with Snohomish County (County) and DOH throughout the development of the WSP.

Approach:

- 1.1 Review work for consistency with this Scope of Work, monitor the budget spent, and manage the RH2 team.
- 1.2 Prepare monthly invoices indicating work performed and budget status.
- 1.3 Maintain project records and files.
- 1.4 Attend a pre-plan teleconference with City, County, and DOH staff.
- 1.5 Coordinate with City staff during the data collection and WSP development process. This includes coordinating via telephone, submitting the list of data needed, and reviewing data provided by the City.

- 1.6 Attend one (1) teleconference with City staff to review collected data.
- 1.7 Coordinate with the County and DOH throughout the planning process to provide schedule and progress reports towards the completion of the WSP.

RH2 Deliverables:

- Monthly invoices. Project record files. RH2 team coordination.
- Attendance at one (1) teleconference with City, County, and DOH staff.
- Attendance at one (1) teleconference with City staff to review collected data.

Task 2 – Introduction and Existing System Description

Objective: Update WSP Chapter 1 (Introduction) and Chapter 2 (Water System Description).

Approach:

- 2.1 Update WSP Chapter 1 as necessary. No major changes are anticipated to be required.
- 2.2 Visit each water system facility with City staff to collect field information and observe equipment layouts and existing conditions.
- 2.3 Update WSP Chapter 2 as necessary. No major changes are anticipated to be required.
- 2.4 Prepare color figures of the existing water system, existing system hydraulic profile, and the existing service area and adjacent systems.

Assumptions:

- *The City's existing system has changed minimally since the completion of the 2018 WSP.*
- *The City will provide GIS and AutoCAD data for Chapter 2 figures.*

RH2 Deliverables:

- Chapter 1 (Introduction) for City review and comment.
- Chapter 2 (Water System Description) and associated figures for City review and comment.

Task 3 – Land Use and Population

Objective: Update WSP Chapter 3 (Land Use and Population).

Approach:

- 3.1 Review updated planning documents, including the County's *Comprehensive Plan*, and summarize the impacts or constraints on the water system.
- 3.2 Complete DOH Consistency Statement Checklists for each planning agency with which the WSP must be consistent, including local and County planning jurisdictions.
- 3.3 Prepare 10-year and 20-year population projections for the water system that comply with the Growth Management Act using information from the City's updated *Comprehensive Plan*.
- 3.4 Prepare a color figure of the City's land use.

Assumptions:

- *Projections will be included for residential population only, similar to the 2018 WSP. Employment population will not be included or utilized for water demand projections.*
- *The City will provide GIS and AutoCAD data for the Chapter 3 figure.*

RH2 Deliverables:

- Chapter 3 (Land Use and Population) and associated figures for City review and comment.

Task 4 – Water Demands

Objective: Update WSP Chapter 4 (Water Demands). Review historical water use and forecast future water demands of the system.

Approach:

- 4.1 Tabulate monthly totals of metered consumption for each customer class and the average number of accounts in service for each year from 2016 through 2024 based on available information provided by the City. Identify the seasonal variations in consumption for each customer class.
- 4.2 Tabulate ten (10) to twenty (20) of the largest water users and the total water use of each for the year 2024.
- 4.3 Tabulate monthly and yearly totals of water supply from 2016 through 2024. Calculate the system average day demand (ADD) based on the yearly water supply data.
- 4.4 Evaluate, describe, and prepare a graphic or table to demonstrate the seasonal variations in consumption patterns for each customer class and the seasonal variations in supply.
- 4.5 Tabulate total demand within each pressure zone based on the hydraulic model and the parcel-consumption database provided by the City.
- 4.6 Review telemetry data and estimate the system's maximum day demand (MDD) and peak hour demand (PHD).
- 4.7 Identify the total amount of distribution system leakage (DSL) from 2016 through 2024. Calculate the 3-year rolling average of DSL.
- 4.8 Calculate per capita demands based on the ADD and water system population data from 2016 through 2024.
- 4.9 Calculate the number of equivalent residential units (ERUs) within the system based on the water consumption and supply data.
- 4.10 Document current and past efforts for water use efficiency (WUE) and their impact on water demand since 2016. Describe the City's WUE improvements.
- 4.11 Document the historical demands from 2016 through 2024. Describe the basis for and results of the existing and future water demand evaluation.

- 4.12 Develop annual demand projections for the first 10 years and projections for year 20 based on projected water system population data and historical per capita demands. Demand projections will be tabulated with and without additional water use reductions from the proposed WUE Program. Demand projections also will be tabulated for each pressure zone or other development areas to assist in the future demand allocation in the hydraulic model.
- 4.13 Document the results of the demand analysis in summary tables and the chapter text.
- 4.14 Coordinate with the City to provide data to conduct the WUE public forum. The City will conduct the meeting to satisfy the public forum requirements of the WUE Program and to present the water use efficiency goals for adoption by the City Council.

Assumptions:

- *The City will provide all necessary consumption, supply, and supervisory control and data acquisition (SCADA) information to update Chapter 4.*

RH2 Deliverables:

- Chapter 4 (Water Demands) for City review and comment.

Task 5 — Regulations, Policies, and Design Criteria

Objective: Update WSP Chapter 5 (Policies and Design Criteria). Review existing policies and design criteria and recommend changes to these policies and criteria.

Approach:

- 5.1 Review existing policies and design criteria and recommend additional or revised policies/design criteria so that planned future City facilities can meet minimum and acceptable design standards and criteria. Use DOH, U.S. Environmental Protection Agency, American Water Works Association, and standard engineering practices as the basis for identifying policies, criteria, and requirements. Prepare an updated copy of WSP Chapter 5 incorporating any additions or revisions.
- 5.2 Review the City's existing construction standards and include a copy in the appendix of the WSP.

Assumptions:

- *The City's policies and design criteria will require minimal updates.*

RH2 Deliverables:

- Chapter 5 (Policies and Design Criteria) for City review and comment.

Task 6 — Water Supply and Quality

Objective: Update WSP Chapter 6 (Water Source and Quality). Identify the City's current water quality monitoring requirements, describe results of recent monitoring, and identify needed improvements to comply with water quality requirements.

Approach:

- 6.1 Update the water source description.
- 6.2 Identify the water quality monitoring requirements for the City's water system.
- 6.3 Summarize the results and compliance status of recent distribution system water quality monitoring.
- 6.4 Identify improvements to comply with the water quality requirements.

Assumptions:

- *There are no changes to the City's water supply contract with the Alderwood Water & Wastewater District.*

RH2 Deliverables:

- Chapter 6 (Water Source and Quality) for City review and comment.

Task 7 — Hydraulic Model Update and Calibration

Objective: Update and calibrate the current hydraulic model of the City's existing water system.

Approach:

- 7.1 Convert hydraulic model from InfoWater 12.3 to WaterGEMS for improved efficiency.
- 7.2 Update the model with new water mains and facility changes not shown in the existing WSP, including adding model nodes at fire hydrant locations. Adjust demands and facility settings to estimated 2024 conditions.
- 7.3 Update elevation data in the model using GIS contour data.
- 7.4 Compute pipe roughness coefficients from available pipe material and age data to accomplish initial calibration.
- 7.5 Allocate the existing (2024) demand data among the nodes in the model using the parcel-consumption database provided by the City.
- 7.6 Update facility data into the model for supply facilities, reservoirs, and pressure reducing valve (PRV) stations. Establish facility settings to reflect current settings and those to be used for the analyses.
- 7.7 Perform preliminary hydraulic analyses to identify locations for field pressure and hydrant flow tests and check potential performance at each site. Prepare a template that lists field test locations and data that needs to be collected at each test location. Coordinate with the City to confirm methods and recordkeeping for field tests.

- 7.8 Attend one (1) day of hydrant flow tests to confirm that the pressure and flow test objectives are met for the purpose of calibrating the hydraulic model. *City staff will operate hydrants, valves, and other water system facilities. RH2 will provide calibrated pitot and pressure gauges for City use during the hydrant flow tests and will record the results of the tests. The operational status of facilities will be provided by City staff (in real-time or from the City's telemetry system following field testing), including flows into the system from supply sources and reservoir levels at the start and end of the tests.*
- 7.9 Perform hydraulic analyses to calibrate the model from the field flow and pressure test data for the purposes of steady-state hydraulic analyses.
- 7.10 Coordinate with the City to identify sources of inconsistencies between the field calibration data and the modeled results. Inconsistencies may be the result of unknown closed valves in the system or incorrect diameter of water main shown on system mapping or as-builts. *Since this subtask is highly variable in nature, an initial allocation of twenty-four (24) hours of a water modeling specialist's time has been included. If generally accepted industry standards for hydraulic model accuracy cannot be achieved within this initial allocation, RH2 will coordinate with the City to determine the next steps. If additional effort is requested, that extra work will be mutually determined between the City and RH2 to perform additional field flow tests and model calibration analyses.*
- 7.11 Input the current land use classifications into the model and assign a general planning-level fire flow requirement to each node for comparison of fire flow results.
- 7.12 Input future demand data into the hydraulic model's nodes using the results from the future water demand evaluation. Demand distribution shall be based on estimates of future growth allocations.

Assumptions:

- *The City will provide a functioning existing hydraulic model (i.e. model from 2018 WSP, or newer, that runs without convergence issues). The Fee Estimate for this Task does not include effort to troubleshoot/repair an incomplete or non-functional model.*
- *The City will provide a GIS shapefile or marked-up figure with all system improvements not shown on existing WSP figures or in the hydraulic model.*
- *The City will provide contour data or direction to utilize other publicly available elevation data.*
- *The City will provide updated facility setpoints as needed.*
- *The City will assist with field testing as described.*

RH2 Deliverables:

- Calibrated WaterGEMS hydraulic water model for use in steady-state hydraulic analyses.

Task 8 — Water System Analyses

Objective: Evaluate each water system component to identify deficiencies and recommend improvements. Utilize the hydraulic model of the City's water system to perform pressure and fire flow hydraulic analyses. Update WSP Chapter 8 (Water System Analysis).

Approach:

- 8.1 Review existing pressure zones for areas of low and high pressures. Include a table showing each existing zone, its maximum and minimum service elevation, and service pressures (at static conditions).
- 8.2 Calculate the quantity of water supply required for the existing and future conditions and compare those requirements to the system's existing supply capacity.
- 8.3 Identify and describe supply facility deficiencies.
- 8.4 Calculate the quantity of water required from the booster pump station (BPS) for the existing and future system and compare it to the existing BPS capacity. Identify and describe known BPS deficiencies.
- 8.5 Calculate the quantity of water storage required for the existing and future system and compare those requirements to the existing storage capacity of the system based on the requirements contained in Washington Administrative Code (WAC) 246-290-235 and the current *DOH Water System Design Manual*.
- 8.6 Identify and describe known storage deficiencies.
- 8.7 Perform a steady-state hydraulic analysis of the system simulating a PHD condition with no fire flows using the hydraulic model of the existing water system to determine the pressures and flow distribution during this demand condition.
- 8.8 Perform a steady-state fire flow analysis for each node in the system while simulating MDD to determine the capability of the existing system to provide adequate flows and pressures and identify existing system deficiencies.
- 8.9 Identify and input proposed water system improvements into the model based on the results of the existing system hydraulic analysis and identification of deficiencies. Perform a steady-state fire flow analysis for each node in the system while simulating future MDD to check that the proposed improvements address existing system deficiencies and are sized properly to accommodate anticipated growth based on meeting the City's policies and design criteria. Repeat the analyses for the 10-year and 20-year projections until existing system deficiencies have been eliminated.
- 8.10 Prepare figures that summarize the results of the existing system and future system analyses.
- 8.11 Describe capacity-related distribution system deficiencies and the results of the hydraulic analyses.
- 8.12 Evaluate and identify non-capacity-related deficiencies for water mains, PRV stations, and the telemetry and supervisory control system.

- 8.13 Perform an existing system, 10-year, and 20-year system capacity analysis to determine unused, available system capacity expressed in ERUs. Prepare 10-year and 20-year projected system capacity analyses with proposed improvements. Document the criteria and results of the analyses.
- 8.14 Meet with City staff to discuss the water system analyses.
- 8.15 Document the results of the system analyses in summary tables and chapter text.

RH2 Deliverables:

- Attendance at meeting with City to discuss the water system analyses.
- Chapter 8 (Water System Analysis) and associated figures for City review and comment.

Task 9 — Capital Improvement Plan

Objective: Update Chapter 9 (Water System Improvements). Describe and schedule improvements to address deficiencies identified in the water system analyses. Prepare planning-level cost estimates for each project identified.

Approach:

- 9.1 Briefly describe water system improvements that have been completed since the last WSP update.
- 9.2 Prepare an updated list of proposed water system improvements based on the results of the existing system and proposed system analyses. Briefly describe each group of related improvements and the purpose/benefit of the improvements.
- 9.3 Prepare planning-level cost estimates for each improvement based on current industry prices.
- 9.4 Coordinate with City staff to establish criteria for prioritizing and scheduling improvements.
- 9.5 Develop a recommended schedule for the improvements based on the results of the prioritization.
- 9.6 Prepare a table of improvements that includes an improvement identification number, a brief description of each improvement, the associated cost estimate, and the scheduling of the improvements on an annual basis for the first 10 years and for the 20-year planning period.
- 9.7 Describe the criteria and procedures used for prioritizing and scheduling improvements.
- 9.8 Prepare color figures of the proposed water system improvements and a proposed hydraulic profile.
- 9.9 Meet with City staff to discuss the Capital Improvement Plan (CIP).

RH2 Deliverables:

- Attendance at meeting with City to discuss the CIP.

- Chapter 9 (Water System Improvements) and associated figures, tables, and estimates for City review and comment.

Task 10 — Operations and Maintenance

Objective: Update WSP Chapter 7 (Operations and Maintenance).

Approach:

- 10.1 Document the current water staff organization and update the organizational chart.
- 10.2 Update the table listing water operations personnel, their positions, and certifications.
- 10.3 Update other portions of Chapter 7 relating to personnel, equipment/supplies, safety procedures, reporting, etc.
- 10.4 Prepare a brief description of the City's existing Emergency Response Plan and Risk and Resilience Assessment. *For security purposes, these documents will not be included in the WSP.*
- 10.5 Update operations and maintenance schedules and staffing requirements.
- 10.6 Identify operations and maintenance improvements.

RH2 Deliverables:

- Chapter 7 (Operations and Maintenance) for City review and comment.

Task 11 — Financial Analysis

Objective: Update WSP Chapter 10 (Financial Program). *FCS Group, Inc., (FCS) will prepare the financial chapter. The City will contract directly with FCS.*

Approach:

- 11.1 Coordinate with FCS to develop the financial analysis chapter, which includes a historical financial performance review, financial policy review, capital financing plan, operating forecast, revenue needs assessment, and rate forecast and affordability test.

RH2 Deliverables:

- Chapter 10 – Financial Program for City review and comment (prepared by FCS and formatted by RH2).

Task 12 — Executive Summary

Objective: Prepare an executive summary to describe the key elements of the WSP.

Approach:

- 12.1 Identify the purpose of the WSP and summarize the major system characteristics and significant changes that have occurred since the previous WSP was completed. Briefly describe the key issues in the WSP.

RH2 Deliverables:

- Executive Summary for City to review and comment.

Task 13 — Appendices and SEPA Checklist

Objective: Prepare miscellaneous appendices for inclusion in the WSP.

Approach:

- 13.1 Prepare a State Environmental Policy Act (SEPA) Checklist and obtain a Determination of Non-Significance (DNS) from the City to include in the appendices.
- 13.2 Include miscellaneous appendices, including water supply and emergency intertie agreements, Water Facilities Inventory form, facility data sheets, consumer confidence report, construction standards, water ordinances, and other miscellaneous appendices from the 2018 WSP.

Assumptions:

- *RH2 will prepare a draft SEPA Checklist. The City will coordinate the SEPA process and obtain a DNS.*
- *There are no/minimal changes to the miscellaneous appendices.*

RH2 Deliverables:

- Draft SEPA Checklist.
- Miscellaneous appendices for inclusion in the WSP.

Task 14 — Cross-Connection Control Plan

Objective: Update the City's existing Cross-Connection Control Plan with any changes since 2017.

Approach:

- 14.1 Review the City's existing 2017 Cross-Connection Control Plan. Incorporate revisions for consistency with regulations.

Assumptions:

- *The Cross-Connection Control Plan will require only minor updates/revisions.*

RH2 Deliverables:

- Cross-Connection Control Plan appendix for City review and comment.

Task 15 — Coliform Monitoring Plan

Objective: Update the City's existing Coliform Monitoring Plan.

Approach:

- 15.1 Review the City's existing Coliform Monitoring Plan. Incorporate revisions for consistency with regulations.

Assumptions:

- *The City will provide any updated information, including mapping, necessary to revise the Coliform Monitoring Plan.*

RH2 Deliverables:

- Coliform Monitoring Plan appendix for City review and comment.

Task 16 — Water Use Efficiency Program/Water Loss Control Action Plan

Objective: Update the City's WUE Program and WUE goals for the water system. Update the Water Loss Control Action Plan, if necessary.

Approach:

- 16.1 Evaluate the City's existing WUE Program and update for consistency with regulations.
- 16.2 Assist the City in updating WUE goals through a public process. Document how each goal was established.
- 16.3 Review the Water Loss Control Action Plan and update as needed based on updated DSL calculations.

RH2 Deliverables:

- WUE Program and Water Loss Control Action Plan, to be included in the WSP as an appendix, for City review and comment.

Task 17 — Final Review, Presentation, and Transmittal of Draft WSP

Objective: Prepare a final draft of the WSP and submit it to review agencies and adjacent water purveyors.

Approach:

- 17.1 Develop a cover format that includes the WSP name and revision date.
- 17.2 Create a draft WSP, including all chapters, appendices, and figures of the WSP. The electronic WSP will contain bookmarks and an organizational format.
- 17.3 Attend up to three (3) public meetings to present the completed WSP to City staff, City Council, and the public.
- 17.4 Submit the draft WSP to adjacent water systems in electronic format for their review and comment.
- 17.5 Submit the draft WSP to the County and DOH for their review.

Assumptions:

- *No date is warranted or implied for Agency response or approval.*

RH2 Deliverables:

- Attendance at up to three (3) meetings to present the draft WSP to City staff, City Council, and the public.
- Draft WSP submitted to adjacent water systems, the County, and DOH.

Task 18 — DOH and Agency Review Revisions

At the completion of Tasks 1 through 17, the draft WSP will be submitted for review by the regulatory agencies and adjacent water purveyors. The number of comments, number of meetings, and amount of required WSP modifications from review by the regulatory agencies and adjacent water purveyors are difficult to predict. Therefore, RH2 will prepare a separate scope of work and fee estimate to address review comments, review meetings, and final WSP modifications upon receipt of all review comments from the County, DOH, and adjacent water systems.

At the completion of the project, a copy of the computer files of the WSP Word documents, water model, and AutoCAD and GIS figures will be provided to the City.

Task 19 — Distribution System Seismic Analyses [Optional Task]

Objective: Review current seismic hazard mapping within the water service area and perform analyses to develop recommendations to improve the seismic resiliency of the distribution system.

Approach:

- 19.1 Identify geotechnical and seismic hazard areas within the water service area using the City's current mapping for seismic hazards and other currently available seismic studies within the City.
- 19.2 Coordinate with City staff to identify and rank critical customers, key fire suppression locations, and key water distribution main locations to serve critical customers.
- 19.3 Assess the seismic performance of the key water distribution main by assigning hazard information to each pipeline to predict the number of leaks and breaks per unit length of each pipe. Prepare maps identifying pipe risk.
- 19.4 Identify improvements and associated costs for key water distribution main to be included within the CIP. This may include recommendations for further study. Develop a strategy for implementing improvements over time that balances the potential risk and the overall cost to ratepayers as identified in the CIP. Develop a seismic mitigation CIP that includes cost estimates and recommended timing for improvements.
- 19.5 Recommend seismic pipe design standards applicable to the City.
- 19.6 Prepare a technical memorandum documenting the results of the analyses performed in this Task.

Assumptions:

- *The seismic analyses will not assess the seismic performance of reservoirs or other water system structures.*

RH2 Deliverables:

- Figures showing the key water distribution main and hazard information.
- Technical memorandum documenting the results of the analyses.

Task 20 — Tank Cycling Hydraulic Modeling and Analysis [Optional Task]

Objective: Perform a water age analysis to investigate and, if necessary, increase the tank turnover rates.

Approach:

- 20.1 Develop an extended period simulation (EPS) model based on the steady-state model developed in Task 7.
- 20.2 Calibrate the model based on SCADA information (e.g., tank levels and facility flow rates).
- 20.3 Coordinate with the City to discuss level of service (LOS) goals and desired outcomes.
- 20.4 Develop and run EPS tank cycling scenarios for fall, winter, spring, and summer.
- 20.5 Adjust facility setpoints and/or identify other improvements to meet LOS goals for each season.
- 20.6 Prepare a technical memorandum documenting the results of the analyses performed in this Task.

RH2 Deliverables:

- Technical memorandum documenting the results of the analyses.

Task 21 — Emergency Well Drilling and Alternative Water Supply Contract Evaluation [Optional Task]

Objective: Evaluate and discuss adding emergency wells or alternative water supply sources to meet the City's long-term demand projections.

Approach:

- 21.1 Evaluate and discuss alternative water supply contract options. *An initial allocation of twenty (20) hours of a water resources specialist's time has been included in this subtask.*
- 21.2 Evaluate and discuss potential emergency well sites. *An initial allocation of twenty (20) hours of a water resources specialist's time has been included in this subtask.*
- 21.3 Create GIS figures displaying potential emergency well sites.
- 21.4 Coordinate with the City to discuss alternative water supply options.

21.5 Prepare a technical memorandum documenting the results of the analyses performed in this Task.

Assumptions:

- *Demand projections from Chapter 4 of this WSP will be used for the analyses.*

RH2 Deliverables:

- Technical memorandum and figures documenting the results of the analyses.

Task 22 — Prepare Future Tools for Development Review [Optional Task]

Objective: Calculate the existing available ERUs by pressure zone in the water system. Develop an automated Water ERU Tracking Spreadsheet that can be used by the City to track the remaining capacity of the water system and identify when infrastructure projects may need to be implemented.

Approach:

- 22.1 Develop an automated Water ERU Tracking Spreadsheet that can be used by the City to track remaining ERU capacity in each pressure zone. The spreadsheet will have the following functionality:
- Track proposed developments, which pressure zone they are located in, and their status.
 - Estimate the water demand for each proposed development and convert demands to ERUs.
 - Estimate the remaining ERU capacity in each pressure zone in the system with the proposed development.
 - Indicate when a pressure zone is estimated to have reached 80 percent of the available capacity and identify infrastructure projects to increase capacity.
 - Exclude any expired letters of water availability from the ERU capacity calculations and cross the project off the list. For tracking purposes, projects will not be fully removed from the list.
 - Include maps of the water pressure zones.
 - Include the general water design criteria for various development types to assist the City in guiding the developer's pipe sizing.
 - Identify the last revision date and include reminders for regular audits of the proposed development list when the spreadsheet is open.
- 22.2 Transmit the Water ERU Tracking Spreadsheet to the City for review.
- 22.3 Meet with the City to review the Water ERU Tracking Spreadsheet and update the spreadsheet as necessary to address the City's comments.
- 22.4 Transmit the final Water ERU Tracking Spreadsheet to the City.

Assumptions:

- *The Water ERU Tracking Spreadsheet will not evaluate if the City's water mains have sufficient capacity to support any proposed developments.*
- *The City will be responsible for maintaining and updating the final Water ERU Tracking Spreadsheet and continue to update it with proposed developments once this project is complete.*

RH2 Deliverables:

- Attendance at meeting with City to review Water ERU Tracking Spreadsheet.
- Draft and final Water ERU Tracking Spreadsheet in Excel format, which will include a table to assist the City with estimating ERUs for each type of proposed development.

Project Schedule

It is the goal of all parties that this Scope of Work be completed within eighteen (18) months of contract execution (not including Agency approvals), assuming RH2 receives all data within ten (10) weeks of contract execution. The schedule for this project may be modified as mutually agreeable to RH2 and the City.

Exhibit A
City of Mountlake Terrace
Water System Plan Update
Data to be Provided by the City
January 2025

SOW Task No.	Item No.	Description	Priority	Received by RH2?	Assigned To	Due Date	Notes	Delivery Status	Last Updated
2	1	GIS and AutoCAD data from Chapter 2 figures.	2						
3	1a	Updated population projections (coordinate with General Sewer Plan (GSP)).	1						
3	1b	Updated land use figure/GIS data if necessary.	3						
4	1	Monthly metered consumption and connections for each customer class, years 2016 through 2024.	2						
4	2	Top 20 water users and total water use of each for year 2024.	3						
4	3a	Monthly water supply, years 2016 through 2024.	2						
4	3b	Metering and telemetry data at the Alderwood Supply Station for years 2016 through 2024.	2						
4	3c	Updated 2024 demands and facility settings if these differ from information available in 2018 WSP.	1						
4	4	Parcel-based consumption database, year 2024.	2						
4	5	Telemetry data (supply volume and reservoir levels) on hourly or shorter intervals, years 2016 through 2024.	2						
4	6a	Maximum day and peak hour demand in each zone for years 2016 through 2024, processed from the consumption data by the metering vendor.	2						

Exhibit A
City of Mountlake Terrace
Water System Plan Update
Data to be Provided by the City
January 2025

SOW Task No.	Item No.	Description	Priority	Received by RH2?	Assigned To	Due Date	Notes	Delivery Status	Last Updated
4	6b	Authorized unmetered use totals by category, years 2016 through 2024.	2						
4	7	Summary of the Water Use Efficiency Program efforts, years 2016 through 2024.	3						
5	1	Summary of new or revised policies or design criteria.	3						
6	1	Copy of current Washington State Department of Health (DOH) Water Quality Monitoring Schedule if not available from DOH Sentry website.	2						
6	2	Summary of any water quality testing results and compliance issues not shown on DOH Sentry website.	2						
7	1a	Infowater 12.3 model from 2018 WSP.	1						
7	1b	GIS contour data or direction to use non-City data source (coordinate with GSP).	2						
7	2a	GIS shapefile or markups with all system improvements not included in existing hydraulic model.	1						
7	2b	Summary of any updates to planning-level fire flow requirements.	2						
10	1	Updated organizational chart, personnel information, operations and maintenance schedules, and other sections of Chapter 7 as necessary.	3						
13	1	Updates to miscellaneous appendices as necessary.	3						
14	1	Updates to Cross-Connection Control Plan as necessary.	3						

Exhibit A
City of Mountlake Terrace
Water System Plan Update
Data to be Provided by the City
January 2025

SOW Task No.	Item No.	Description	Priority	Received by RH2?	Assigned To	Due Date	Notes	Delivery Status	Last Updated
15	1	Updates to Coliform Monitoring Plan as necessary.	3						
20	1	Facility setpoints and BPS controls.	3						
20	1	Average seasonal demand diurnal curves from AMI software.	3						

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

There are no mandatory DBE participation requirements.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
 - A. Survey Data
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to Be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided

- II. Any Other Electronic Files to Be Provided

- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D - Fee Estimate

EXHIBIT D
Fee Estimate
City of Mountlake Terrace
Water System Plan Update
Jan-25

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Project Management, Data Collection, and Agency Coordination	97	\$ 23,473	\$779	\$24,253
Task 2	Introduction and Existing System Description	68	\$ 13,559	\$1,144	\$14,703
Task 3	Land Use and Population	77	\$ 14,803	\$1,425	\$16,228
Task 4	Water Demands	140	\$ 27,208	\$2,770	\$29,978
Task 5	Regulations, Policies, and Design Criteria	11	\$ 2,392	\$115	\$2,507
Task 6	Water Supply and Quality	55	\$ 13,393	\$775	\$14,168
Task 7	Hydraulic Model Update and Calibration	250	\$ 48,454	\$5,541	\$53,995
Task 8	Water System Analyses	199	\$ 38,361	\$3,991	\$42,352
Task 9	Capital Improvement Plan	131	\$ 25,501	\$2,542	\$28,044
Task 10	Operations and Maintenance	17	\$ 3,532	\$253	\$3,786
Task 11	Financial Analysis	15	\$ 2,647	\$231	\$2,878
Task 12	Executive Summary	10	\$ 1,594	\$40	\$1,633
Task 13	Appendices and SEPA Checklist	28	\$ 6,864	\$254	\$7,118
Task 14	Cross-Connection Control Plan	11	\$ 2,032	\$51	\$2,083
Task 15	Coliform Monitoring Plan	11	\$ 2,032	\$51	\$2,083
Task 16	Water Use Efficiency Program/Water Loss Control Action Plan	15	\$ 2,936	\$183	\$3,119
Task 17	Final Review, Presentation, and Transmittal of Draft WSP	44	\$ 9,973	\$549	\$10,522
Task 18	DOH and Agency Review Revisions - PLACEHOLDER	-	\$ -	\$0	\$0
Task 19	Distribution System Seismic Analyses [Optional Task]	133	\$ 26,631	\$2,614	\$29,245
Task 20	Tank Cycling Hydraulic Modeling and Analysis [Optional Task]	134	\$ 24,216	\$2,699	\$26,915
Task 21	Emergency Well Drilling and Alternative Water Supply Contract Evaluation [Optional Task]	100	\$ 26,503	\$1,354	\$27,857
Task 22	Prepare Future Tools for Development Review [Optional Task]	32	\$ 5,593	\$662	\$6,255
PROJECT TOTAL		1578	\$ 321,697	\$28,025	\$349,723

Exhibit D



City of Mountlake Terrace
On-Call Engineering and Environmental Services
2025 Billing Rates

Staff Classification	Direct Hourly Rate	Overhead Multiplier	Fee Multiplier	Billing Rate (\$331 cap)
	Max	201.71%	30.00%	Max
Professional I	\$ 46.31	\$ 93.40	\$ 13.89	\$ 153.60
Professional II	\$ 56.49	\$ 113.95	\$ 16.95	\$ 187.38
Professional III	\$ 59.85	\$ 120.72	\$ 17.96	\$ 198.53
Professional IV	\$ 73.80	\$ 148.87	\$ 22.14	\$ 244.82
Professional V	\$ 89.89	\$ 181.32	\$ 26.97	\$ 298.18
Professional VI	\$ 102.00	\$ 205.74	\$ 30.60	\$ 338.33
Professional VII	\$ 136.83	\$ 275.99	\$ 41.05	\$ 348.00
Professional VIII	\$ 151.32	\$ 305.22	\$ 45.39	\$ 348.00
Professional IX	\$ 182.22	\$ 367.55	\$ 54.67	\$ 348.00
Technician I	\$ 30.45	\$ 61.42	\$ 9.14	\$ 101.01
Technician II	\$ 38.59	\$ 77.83	\$ 11.58	\$ 128.00
Technician III	\$ 48.51	\$ 97.85	\$ 14.55	\$ 160.91
Technician IV	\$ 55.13	\$ 111.19	\$ 16.54	\$ 182.86
Technician V	\$ 66.15	\$ 133.43	\$ 19.85	\$ 219.43
Technician VI	\$ 71.66	\$ 144.55	\$ 21.50	\$ 237.71
Technician VII	\$ 77.18	\$ 155.67	\$ 23.15	\$ 256.00
Technician VIII	\$ 82.69	\$ 166.79	\$ 24.81	\$ 274.28
Administrative I	\$ 31.90	\$ 64.34	\$ 9.57	\$ 105.81
Administrative II	\$ 35.70	\$ 72.01	\$ 10.71	\$ 118.42
Administrative III	\$ 45.50	\$ 91.77	\$ 13.65	\$ 150.92
Administrative IV	\$ 51.62	\$ 104.12	\$ 15.49	\$ 171.22
Administrative V	\$ 72.88	\$ 147.01	\$ 21.86	\$ 241.75
CAD/GIS System	\$27.50			
CAD Plots - Half Size	\$2.50			
CAD Plots - Full Size	\$10.00			
CAD Plots - Large	\$25.00			
Copies (bw) 8.5" X 11"	\$0.09			
Copies (bw) 8.5" X 14"	\$0.14			
Copies (bw) 11" X 17"	\$0.20			
Copies (color) 8.5" X 11"	\$0.90			
Copies (color) 8.5" X 14"	\$1.20			
Copies (color) 11" X 17"	\$2.00			
Mileage	Current IRS Rate			
Subconsultants	At Cost			
Outside Services	At Cost			

Rates listed are adjusted annually.

RH2 EQUIPMENT RENTAL RATES

SYSTEM FLOW AND PRESSURE TESTING EQUIPMENT		
EQUIPMENT	RATE	UNIT
Pressure Data Logger	\$ 30	\$/Day
	\$ 120	\$/Week
	\$ 360	\$/Month
Set of 2 Hose Monster Assemblies	\$ 50	\$/Day
	\$ 200	\$/Week
	\$ 600	\$/Month
Set of 6 Pressure Data Loggers	\$ 180	\$/Day
	\$ 720	\$/Week
	\$ 2,160	\$/Month
Set of 2 Hose Monster Assemblies w/ 6 Pressure Data Loggers	\$ 230	\$/Day
	\$ 920	\$/Week
	\$ 2,760	\$/Month
Set of 2 Hose Monster Assemblies w/ 9 Pressure Data Loggers	\$ 320	\$/Day
	\$ 1,280	\$/Week
	\$ 3,840	\$/Month

SPECIAL EQUIPMENT - PUMP AND MOTOR TESTING		
EQUIPMENT	RATE	UNIT
Coco-80 w/ 4 Accelerometers	\$ 80	\$/Pump
	\$ 320	\$/Day
	\$ 960	\$/Week
ITIG-II Model C w/ test probes	\$ 90	\$/Pump
	\$ 360	\$/Day
	\$ 1,080	\$/Week
ITIG-II and Power Pack w/ test probes	\$ 190	\$/Pump
	\$ 760	\$/Day
	\$ 2,280	\$/Week
PowerSight 3500 w/ test probes	\$ 15	\$/Pump
	\$ 60	\$/Day
	\$ 180	\$/Week
FLIR E8 WIFI Thermal Camera	\$ 15	\$/Pump
	\$ 60	\$/Day
	\$ 180	\$/Week

CORROSION EQUIPMENT		
EQUIPMENT	RATE	UNIT
Articulating Boroscope	\$ 200	\$/Day
Thru-Coat Thickness Gauge	\$ 200	\$/Day
Dry Film Thickness Gauge	\$ 50	\$/Day
Wenner 4-Pin Method	\$ 200	\$/Day
AWWA Soil Testing	\$ 150	\$/Sample
Rectifier	\$ 135	\$/Day
	\$ 540	\$/Week
	\$ 1,620	\$/Month

SPECIAL EQUIPMENT - DRONES		
EQUIPMENT	RATE	UNIT
Drone with Operator at Professional Rate not Included	\$ 50	\$/Hr
	\$ 100	\$/Day
	\$ 400	\$/Week

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Washington State Department of Transportation specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

~~Exhibit G-1(a) Certification of Consultant~~

~~Exhibit G-1(b) Certification of _____~~

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

~~Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying~~

~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Rh2 Engineering, Inc.

Michele Campbell

Michele Campbell, Principal-In-Charge

2/19/2025

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

CITY OF MOUNTLAKE TERRACE PROCLAMATION

Lunar New Year 2026

WHEREAS, the Lunar New Year, also known as Tet in the Vietnamese culture and Seollal in South Korea, is one of the biggest holidays in many East Asian cultures and is celebrated by billions of people around the world and in the City of Mountlake Terrace; and

WHEREAS, 2026 is the Year of the Horse, the 7th animal in the 12-year cycle of zodiac signs. The horse is a symbol of energy, freedom, and forward momentum, and represents strength, grace, and determination; and

WHEREAS, Lunar New Year is a cultural celebration celebrating the first new moon of a lunar calendar year. It is also the onset of spring in many regions of the world where this celebration originated, so it is a time to mark the beginning of a new planting season; and

WHEREAS; there are many ways in which Lunar New Year is celebrated among the various cultures, many people begin with “spring cleaning” prior to the holiday and there are family gatherings with symbolic foods that represent health and longevity, prosperity, family togetherness, happiness, and progress. There are often festivals, dragon dancing, decorations reflecting spring and prosperity, and gifting of lucky money to children; and

WHEREAS, the city values the diversity of our community and encourages all community members to learn about each other’s traditions and cultures to expand our understanding of one another; and

WHEREAS, the city encourages our community to attend the Multicultural Association of Edmonds’ Lunar New Year Event on February 26.

NOW THEREFORE, I, Mayor Steve Woodard, on behalf of the Mountlake Terrace City Council, do hereby proclaim February 17 to February 23 as Lunar New Year.

PROCLAIMED BY THE CITY COUNCIL ON FEBRUARY 5, 2026.

MAYOR: _____
Steve Woodard

ATTEST: _____
City Clerk

CITY OF MOUNTLAKE TERRACE

PROCLAMATION

Recognizing the Commencement of Ramadan 2026

WHEREAS, Ramadan is a holy month in the 9th month of the Islamic calendar year that is a time of reflection and spiritual renewal for Muslims worldwide; and

WHEREAS, Ramadan is regarded as a time for increased awareness and giving to the global poor, sick, and hungry; and bridging of differences between people over a shared commitment to faith; and

WHEREAS, Mountlake Terrace Muslims join Muslims from across America and around the world fasting each day from the break of dawn to sunset; and

WHEREAS, the daily breaking of fast, called Iftar, at sunset is often celebrated with family and community; and

WHEREAS, the end of Ramadan is commemorated by the Eid al-Fitr, which translates to ‘festival of breaking the fast,’ a joyous occasion marked by sharing sweets, gifts, and good tidings; and

WHEREAS, before the end of Ramadan and the special Eid al-Fitr prayer, all Muslims are required to make a donation, traditionally comprising of a staple food item to help the less fortunate enjoy the celebration of Eid al-Fitr; and

WHEREAS, Ramadan reminds us that Islam has always been a part of America and Muslims have made extraordinary contributions to our country; and

WHEREAS, the City of Mountlake Terrace encourages all community members to learn about Ramadan and Muslim traditions, and is happy to be home to a thriving Muslim community.

NOW THEREFORE, I, Mayor Steve Woodard, on behalf of the Mountlake Terrace City Council, do hereby recognize the upcoming commencement of Ramadan, which expected to occur between February 19 and March 20.

PROCLAIMED BY THE CITY COUNCIL ON FEBRUARY 5, 2026.

MAYOR: _____
Steve Woodard

ATTEST: _____
City Clerk

CITY OF MOUNTLAKE TERRACE PROCLAMATION

Black History Month: A Century of Black History Commemorations

WHEREAS, 2026 marks a century of teaching, studying, disseminating information, and commemorating of Black history; and

WHEREAS, Dr. Carter Godwin Woodson, George Cleveland Hall, William D. Hartgrove, Jesse E. Moorland, Alexander L. Jackson, and James E. Stamps founded the Association for the Study of Negro Life and History on September 9, 1915, known today as the Study of African American Life and History; and

WHEREAS, the group sponsored a national Negro History Week in 1926, choosing the second week of February to coincide with the birthdays of Abraham Lincoln and Frederick Douglass, and inspired schools and communities nationwide to organize celebrations, establish history clubs and host performances and lectures; and

WHEREAS, in the decades that followed, cities, states, and the federal government acknowledged “Negro History Week” and by the late 1960s, the commemoration evolved to Black History Month; and

WHEREAS, on the 100th anniversary, we encourage our community to explore the impact and meaning of Black history and life commemorations in transforming the status of Black peoples in the modern world; and

WHEREAS, this year, when we are also commemorating the 250th anniversary of United States independence, it is important to tell not only an inclusive history, but an accurate one; and

WHEREAS, Black history’s value is not its contribution to mainstream historical narratives, but its resonance in the lives of Black people; and

WHEREAS, the Diversity, Equity, and Inclusion Commission encourages the community to learn more about Black History in our region and nationally by reading books or stories written by black authors, watching movies or documentaries by Black filmmakers, and building relationships with Black leaders in our community.

NOW THEREFORE, I, Mayor Steve Woodard, on behalf of the Mountlake Terrace City Council, do hereby proclaim February as Black History Month.

PROCLAIMED BY THE CITY COUNCIL ON FEBRUARY 5, 2026.

MAYOR: _____
Steve Woodard

ATTEST: _____
City Clerk



STAFF REPORT

To: Mountlake Terrace City Council

From: Carolyn Hope, Deputy City Manager

Meeting Date: February 5, 2026

Subject: Review and Vote on Resolution Affirming Support for Immigrants

Required Reviews:

Jennifer Joki	Created/Initiated - 01/29/2026
Jeff Niten	Approved - 01/29/2026
Hillary Evans	Final Approval - 01/29/2026

Council Goal(s):

Growing our Vibrant Community
Responsible Governance to Ensure Desired Level of Service
An Informed and Engaged Community

Legislative History:

The Diversity, Equity and Inclusion Commission discussed this proposed resolution at their January 21, 2026 meeting and voted unanimously to recommend the resolution to City Council.

Subject Summary:

The Mountlake Terrace [Rapid Response](#) proposed a City Council resolution to the Diversity, Equity and Inclusion Commission in January to gain their support and recommendation. The resolution is intended to show the City's support of our immigrant neighbors. Due to increased immigration enforcement by federal agents in Snohomish County and neighboring cities, Mountlake Terrace [Rapid Response](#) and the Commission believe it is timely and urgent to communicate to our immigrant neighbors that we stand in solidarity with them. Other cities have adopted similar resolutions, including Kenmore, Bothell, Shoreline and Lynnwood.

Financial/Budget Impacts:

Budget Amendment Required? No

Budget and Sources:	N/A
Expenditure:	N/A
New Appropriation Required + Sources:	N/A

Additional Financial Information:

N/A

Community Notifications:

City Council Agenda

Board/Commission Meeting

If "Other," please specify:

Board/Commission Recommendation:

The Diversity, Equity and Inclusion Commission unanimously agreed to recommend this resolution to the City Council.

Staff Recommendation:

Staff recommend that City Council adopt the Resolution. Alternatives include, amending the resolution, not approving the resolution, or asking staff to convert the resolution to a proclamation, which does not require a vote.

Council Motion:

Move to adopt the resolution Affirming Support for Immigrants and the Rights of all Residents, and Endorsing State Laws that Promote Safety and Equality.

Attachments:

1. Resolution Affirming Support for Immigrants (Draft)

CITY OF MOUNTLAKE TERRACE

RESOLUTION NO. XXX

**A RESOLUTION OF THE CITY COUNCIL OF MOUNTLAKE TERRACE,
WASHINGTON, AFFIRMING SUPPORT FOR IMMIGRANTS AND
THE RIGHTS OF ALL RESIDENTS, AND ENDORSING STATE LAWS
THAT PROMOTE SAFETY AND EQUALITY.**

WHEREAS, the City of Mountlake Terrace values diversity and is committed to the protection and support of all its residents, including immigrants; and

WHEREAS, the City Council recognizes the importance of safeguarding the rights, dignity, and well-being of every individual within the community; and

WHEREAS, the Fourth Amendment to the United States Constitution protects all people from unreasonable searches and seizures and requires lawful process before government action, and respect for these constitutional protections—including due process and personal privacy—strengthens public trust and community safety, and the City of Mountlake Terrace affirms that these protections apply equally to all people who live, work, worship, go to school, and visit the City; and

WHEREAS, in 2019, the Washington Legislature adopted the Keep Washington Working Act to ensure the State of Washington remains a place where the rights and dignity of all residents are maintained and protected to keep Washington working; and

WHEREAS, in 2020, the Washington Legislature adopted the Courts Open To All Act to ensure that Washington courts remain places where the rights and dignity of all residents are maintained and there is access and justice for all; and

WHEREAS, fostering an understanding of laws and rights among local businesses, organizations, and schools is essential to promoting an inclusive and informed community; and

WHEREAS, the City seeks to bring awareness to the Keep Washington Working Act and the Courts Open to All Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOUNTLAKE TERRACE, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City of Mountlake Terrace hereby stands in firm support of immigrants and the rights of all residents within the City. The City reaffirms its commitment to being a Welcoming City.

Section 2. The City of Mountlake Terrace acknowledges the current concerns and apprehensions present within the community and encourages implementation of educational initiatives, programs, and practices that promote the protection of everyone’s rights and safety.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 5th DAY OF FEBRUARY 2026.**

CITY OF MOUNTLAKE TERRACE

Steve Woodard, Mayor

ATTEST/AUTHENTICATED:

Jennifer Joki, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney



STAFF REPORT

To: Mountlake Terrace City Council

From: Patrick Hutchins, Stormwater Program Manager

Meeting Date: February 5, 2026

Subject: Review and Vote on Resolution Accepting Stormwater Capacity Grant from Department of Ecology for Permit Compliance

Required Reviews:

Jennifer Joki	Created/Initiated - 01/23/2026
Jeff Niten	Approved - 01/23/2026
Sirke Salminen	Approved - 01/23/2026
Hillary Evans	Approved - 01/26/2026
Carolyn Hope	Final Approval - 01/30/2026

Council Goal(s):

Responsible Governance to Ensure Desired Level of Service, Environmental Sustainability and Resiliency

Legislative History:

N/A

Subject Summary:

The City of Mountlake Terrace is a permittee under the Department of Ecology's Municipal Stormwater Permit (MS4) program. In order to improve water quality through implementation of the requirements of the MS4 permit, the Dept. of Ecology offers Water Quality Stormwater Capacity Grant funding to eligible cities and counties. City staff have applied for and received these funds for almost 20 years, and they are an integral part of ensuring the success of the city's stormwater program.

Ecology is offering \$120,000 over the 2025-2027 biennium with no matching funds required from the city. The environmental programs manager would be required to document tasks completed under the permit, to submit progress reports through an online database, and complete a closeout form once the funds are fully utilized. Staff time for permit activities is an eligible expense under this grant. Capital improvement projects are not an eligible expense under this grant.

Some specific examples of expenses that would be covered under this grant include:

- Stormwater science and environmental career education at Juneteenth and National Night Out Events,
- Stormwater staff soliciting feedback from the community on priority water quality improvements,
- Preventing, investigating, and eliminating sources of pollution traveling through the city's stormwater system into Lake Ballinger, Lyon, Hall and McAleer Creeks,
- Confirming that stormwater infrastructure like Taylor's Pond, the Underground Infiltration Facility under City Hall, and the city's 51 water quality filters are providing the greatest water quality benefits, and
- Supporting local businesses and homeowners with education, technical assistance, and direction to resources for maintaining their own stormwater pipes, vaults, ponds, and storm drains

Promoting the use of stormwater best management practices and techniques to protect water resources is laid out in Vision 2044 in Environment Element- Policy EN-1.6. Acceptance of these funds would directly support this goal through increased outreach to residents, contractors, and businesses.

Financial/Budget Impacts:

Budget Amendment Required? Yes

Budget and Sources:	N/A
Expenditure:	\$120,000
New Appropriation Required + Sources:	\$120,000

Additional Financial Information:

This grant is used to reimburse for staff expenses. The expenses were budgeted for in the adopted 2025-2026 budget. However, the grant revenues were not included in the adopted budget. Therefore, a budget amendment will be required in the future to account for this new revenue.

Community Notifications:

City Council Agenda

If "Other," please specify:

Board/Commission Recommendation:

N/A

Staff Recommendation:

Staff recommends the City Council vote to authorize the City Manager to sign the grant agreement with the Department of Ecology for Stormwater Capacity Funds to support Municipal Stormwater Permit compliance and to appropriate the funds for use.

Option 1 : Accept- Stormwater water quality efforts by the city such as spill prevention, technical assistance for residents and businesses, environmental education and outreach to the community, and stormwater infrastructure maintenance and inspections will be funded partially by Department of Ecology funds with a zero match from the city. This saves the city money on permit-required activities, frees stormwater funds for above-and-beyond services to the community, and may reduce the degree to which stormwater utility rates need to be increased in the future.

Option 2: Don't Accept — Stormwater water quality efforts will be entirely funded by Stormwater utility fees. This will reduce the ability of Stormwater staff to provide above-and-beyond services to the community, and will have to be taken into account during regular adjustments to stormwater utility rates, potentially leading to higher rates for residents.

Council Motion:

I move to authorize the City Manager to sign the grant agreement with the Department of Ecology for Stormwater Capacity Funds to support Municipal Stormwater Permit compliance and appropriate the funds for use.

Attachments:

1. Presentation Stormwater Capacity Grant Funding Acceptance
2. Resolution to Accept Stormwater Capacity Grant Funds (Draft)
3. Ecology 2025_2027 Stormwater Capacity Grant (Draft)



CITY OF
**MOUNTLAKE
TERRACE**



CITY OF
**MOUNTLAKE
TERRACE**



Stormwater Capacity Grant Funds

City Council Regular Meeting February 5th, 2026

Patrick Hutchins, Environmental Programs Manager, Public Works

ENVIRONMENTAL PROGRAMS

- Provides wrap-around environmental services to residents through three subject areas

Urban Forest Management



Solid Waste Contract Relations



Stormwater Management



PURPOSE

- Review and Vote on Resolution to authorize City Manager to accept Stormwater Capacity Grant funds from the Department of Ecology



AGENDA

- Stormwater Capacity Grant Overview
- Benefits and obligations
- General benefits of accepting funds
- Specific examples of benefits of these funds
- Alternative if funds are not accepted
- Staff recommendation
- Questions & Discussion



STORMWATER CAPACITY GRANT OVERVIEW

Issuance Date: July 1, 2024
Effective Date: August 1, 2024
Expiration Date: July 31, 2029

- Created to help cities and counties meet their obligations under the NPDES Municipal Stormwater Permit including:
 - Pollution prevention, detection, and enforcement
 - Maintenance and compliance inspections of stormwater facilities and BMPs
 - Training staff in best practices in stormwater management

WESTERN WASHINGTON PHASE II MUNICIPAL STORMWATER PERMIT

National Pollutant Discharge Elimination System and
State Waste Discharge General Permit for discharges from
Small Municipal Separate Storm Sewer Systems
In Western Washington

State of Washington
Department of Ecology
Olympia, WA 98504-7600

In compliance with the provisions of
The State of Washington Water Pollution Control Law
Chapter 90.48 Revised Code of Washington
and
The Federal Water Pollution Control Act
(The Clean Water Act)
Title 33 United States Code, Section 1251 *et seq.*

Until this Permit expires, is modified, or revoked, Permittees that have properly obtained coverage under this Permit are authorized to discharge to waters of the State in accordance with the special and general conditions which follow.



BENEFITS AND OBLIGATIONS

Funding Distribution

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2025-2027 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 120,000.00	\$ 120,000.00
Total		\$ 0.00	\$ 120,000.00	\$ 120,000.00

Deliverables

Project Administration/Management

Deliverables

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

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

GENERAL POSITIVES

Meets Council & Vision 2044 Goals

- Responsible governance to ensure desired level of service
- An informed and engaged community
- Environmental sustainability and resiliency
- Environment Element-Policy EN-1.6: Promote the use of stormwater best management practices and techniques to protect water resources

Long History of Acceptance

- Have accepted some form of this funding for almost 20 years
 - Critical part of making MLT Stormwater regionally well-respected

Reporting Burden is Manageable

- Only required quarterly, tracked internally using an already established allocation code

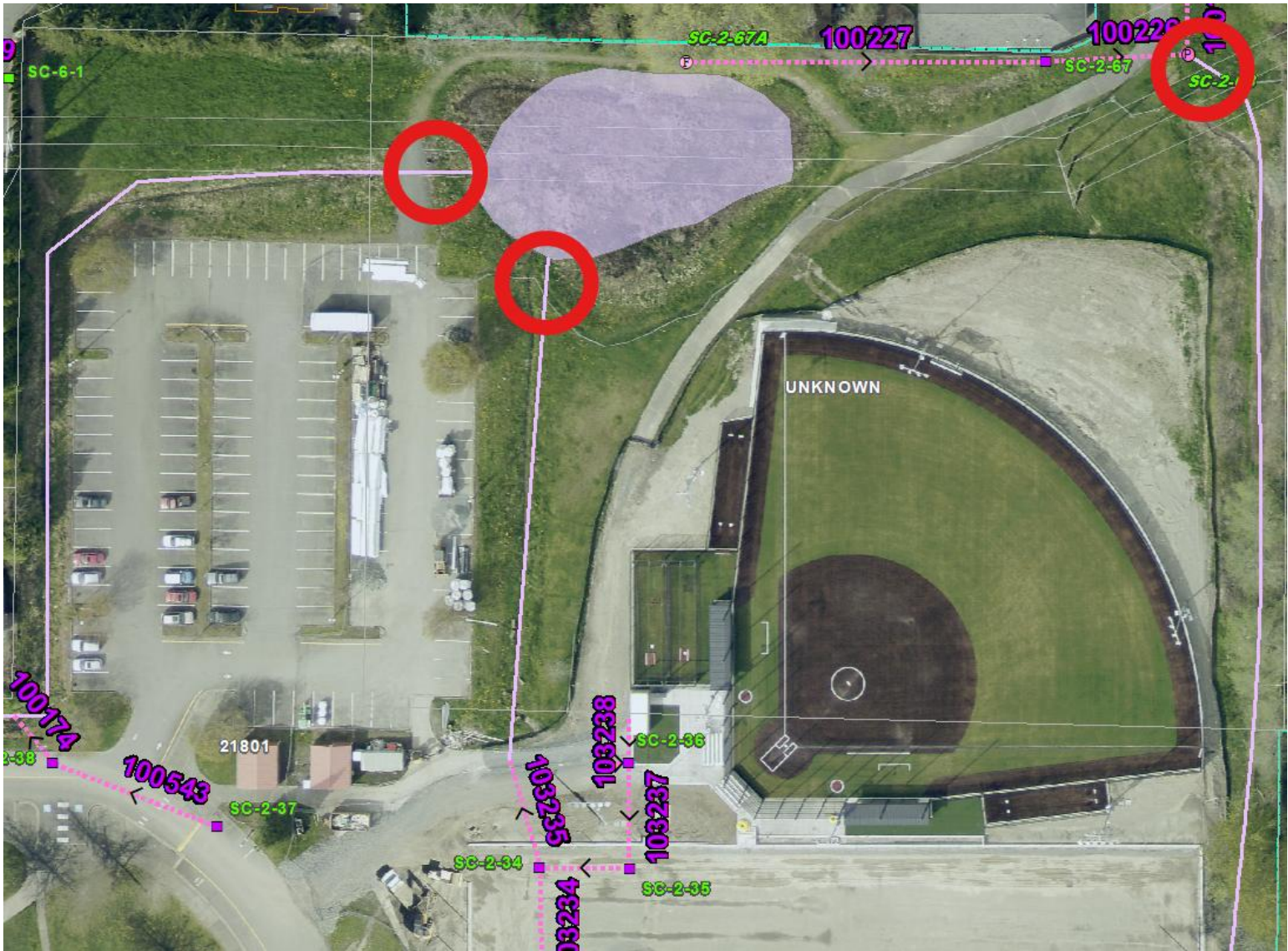
SUPPORTS DEEPER ENGAGEMENT WITH RESIDENTS & BUSINESSES ON POLLUTION PREVENTION



GIVES SPACE TO PLAN PARTICULARLY MEANINGFUL ACTIVITIES AT JUNETEENTH AND NATIONAL NIGHT OUT



IMPROVES SOURCE TRACING OF FECAL BACTERIA IN THE SCRIBER CREEK BASIN



FINANCIAL/BUDGET IMPACTS



- Funds would be deposited quarterly through reimbursement to the Stormwater Fund, following payment requests from the city until funds are fully utilized

ALTERNATIVE:

Do Not Accept Funds

- Staffing cost impact on Stormwater Utility Fund
- Negative impact on funds for capital projects
- Potential impacts to rates



STAFF RECOMMENDATION

In summary

- Significant grant with low administrative burden and no required match
- Enables stormwater staff to deliver the highest-standard service to MLT residents and businesses
- Serves Council and Vision 2044 Goals



Recommended Motion for City Council: I move to authorize the City Manager to sign the grant agreement with the Department of Ecology for Stormwater Capacity Funds to support Municipal Stormwater Permit compliance.

DISCUSSION & QUESTIONS

Thank you



CITY OF MOUNTLAKE TERRACE

RESOLUTION NO. XXX

**A RESOLUTION OF THE CITY OF MOUNTLAKE TERRACE, WASHINGTON,
AUTHORIZING THE CITY MANAGER TO ACCEPT
THE WATER QUALITY STORMWATER CAPACITY
GRANT FUNDING FROM THE DEPARTMENT OF ECOLOGY**

WHEREAS, water quality protective of human and environmental health is a critical part of what makes Mountlake Terrace an inviting and safe place for individuals and families to live and recreate; and

WHEREAS, the City Council has prioritized improving water quality within the City of Mountlake Terrace; and

WHEREAS, the Washington State Department of Ecology (“Ecology”) wishes to support local jurisdictions in implementing improvements to water quality in communities across Washington State through grant programs; and

WHEREAS, Ecology awarded the City \$120,000 in funding to conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements, which may include public education and outreach, illicit discharge detection and elimination, pollution prevention, and water quality monitoring; and

WHEREAS, the City Council has determined that the acceptance of Stormwater Capacity Grant funds from the Department of Ecology is in the best interest of the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOUNTLAKE TERRACE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Acceptance of Department of Ecology 2025-2027 Biennial Stormwater Capacity Grant Funds Agreement. The City Council hereby authorizes the City Manager to accept and execute the Water Quality Stormwater Capacity Agreement No. WQSWCAP-2527-MouTer-00240 between the State of Washington Department of Ecology and the City of Mountlake Terrace, attached hereto.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 5th DAY OF FEBRUARY 2026.**

CITY OF MOUNTLAKE TERRACE

Steve Woodard, Mayor

ATTEST/AUTHENTICATED:

Jennifer Joki, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney



Agreement No. WQSWCAP-2527-MouTer-00240

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MOUNTLAKE TERRACE

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

GENERAL INFORMATION

Project Title:	2025-2027 Biennial Stormwater Capacity Grant
Total Cost:	\$120,000.00
Total Eligible Cost:	\$120,000.00
Ecology Share:	\$120,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	03/31/2027
Project Type:	Capacity Grant

Project Short Description:

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

Project Long Description:

N/A

Overall Goal:

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

Agreement No: WQSWCAP-2527-MouTer-00240
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Mountlake Terrace

RECIPIENT INFORMATION

Organization Name: City of Mountlake Terrace

Federal Tax ID: 91-6011825
UEI Number: PVKKR2QCFVF2

Mailing Address: 23204 58th Ave W
Mountlake Terrace, WA 98043

Physical Address: 23204 58th Ave W
Mountlake Terrace, Washington 98043

Organization Email: phutchins@mltwa.gov

Contacts

Project Manager	Patrick Hutchins Environmental Programs Manager 23204 58th Ave W Mountlake Terrace, Washington 98043 Email: phutchins@mltwa.gov Phone: (425) 744-6226
Billing Contact	Patrick Hutchins Environmental Programs Manager 23204 58th Ave W Mountlake Terrace, Washington 98043 Email: phutchins@mltwa.gov Phone: (425) 744-6226
Authorized Signatory	Jeffrey Aaron Niten City Manager 23204 58th Ave W Mountlake Terrace, Washington 98043 Email: jniten@mltwa.gov Phone: (425) 744-6226

ECOLOGY INFORMATION

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

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

Contacts

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

Agreement No: WQSWCAP-2527-MouTer-00240
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Mountlake Terrace

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Mountlake Terrace

By: _____

By: _____

Jon Kenning, PhD

Date

Jeffrey Aaron Niten

Date

Water Quality

City Manager

Program Manager

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 Task Cost: \$5,000.00

Task Title: Project Administration/Management

Task Description:

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

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

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

Task Goal Statement:

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

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.

* Properly maintained project documentation.

Project Administration/Management

Deliverables

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

SCOPE OF WORK

Task Number: 2 Task Cost: \$115,000.00

Task Title: Permit Implementation

Task Description:

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

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

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or

improved permit compliance.

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

Task Goal Statement:

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

Task Expected Outcome:

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

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG260315

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

Funding Title: 2025-2027 Stormwater Capacity Grant

Funding Type: Grant

Funding Effective Date: 07/01/2025

Funding Expiration Date: 03/31/2027

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD

Type: State

Funding Source %: 100%

Description: MTCSA

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

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

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

2025-2027 Stormwater Capacity Grant	Task Total
Grant and Loan Administration	\$ 5,000.00
Permit Implementation	\$ 115,000.00

Total: \$ 120,000.00

Agreement No: WQSWCAP-2527-MouTer-00240
 Project Title: 2025-2027 Biennial Stormwater Capacity Grant
 Recipient Name: City of Mountlake Terrace

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2025-2027 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 120,000.00	\$ 120,000.00
Total		\$ 0.00	\$ 120,000.00	\$ 120,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

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“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form.

Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

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

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

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

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

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GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

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

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

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

RECIPIENT shall:

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

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

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

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

6. COMMUNICATION

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

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

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

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

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

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

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

11. DISPUTES

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

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

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review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

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

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

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

12. ENVIRONMENTAL DATA STANDARDS

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

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

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

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

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

14. INDEMNIFICATION

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

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

15. INDEPENDENT STATUS

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

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16. KICKBACKS

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

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

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

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

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

18. ORDER OF PRECEDENCE

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

19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

20. PROGRESS REPORTING

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

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

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

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

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

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

21. PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

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

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

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

23. RECOVERY OF FUNDS

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

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

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

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

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

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

26. SUSPENSION

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

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27. SUSTAINABLE PRACTICES

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

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

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

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Recipient Name: City of Mountlake Terrace

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

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

c) By Mutual Agreement

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

d) In Event of Termination

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

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

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions



STAFF REPORT

To: Mountlake Terrace City Council

From: Loren Hagstrom, Human Resources Manager

Meeting Date: February 5, 2026

Subject: Review and Vote on Resolution Adopting New Employee Handbook

Required Reviews:

Jennifer Joki	Created/Initiated - 01/29/2026
Jeff Niten	Approved - 01/29/2026
Hillary Evans	Final Approval - 02/02/2026

Council Goal(s):

Growing our Vibrant Community

Responsible Governance to Ensure Desired Level of Service

Legislative History:

Beginning in 1992, resolutions approved by council addressed and updated personnel policies. Resolution numbers 441, 472, 557, 567, 744, 891.

Subject Summary:

The City's personnel policies have not undergone a comprehensive review or revision since 2011. As a result, several policies have become outdated, creating compliance concerns, inconsistent management practices, and contributing to decreased employee morale. For many years, employees have lacked access to a clear, reliable personnel resource, leading to frustration stemming from unclear workplace expectations, uncertainty around fair and equitable treatment, and operational inefficiencies.

Personnel policies are intended to:

- Establish clear guidelines and standards
- Define employee rights and responsibilities
- Set expectations for how employees treat one another in the workplace
- Ensure consistency, fairness, and compliance with employment laws

- Promote transparency and trust throughout the organization

Over a period of more than 12 months, an employee-led committee conducted a thorough, line-by-line review of the City's existing personnel policies. The committee carefully examined every aspect of the document, including accessibility (such as font and readability), tone, clarity, redundancies, gaps, and areas in need of improvement or removal. In addition to this work, feedback was gathered from City employees through one-on-one discussions and anonymous employee surveys. The proposed revisions were then reviewed in detail by the entire executive leadership team as well as a comprehensive legal review. Throughout this collaborative process, the City also built critical momentum and organizational buy-in, which is essential for future successful adoption and implementation of the revised policies.

The revised Personnel Policies, now titled the Employee Handbook, are designed to:

- Align with City Council goals and the City's core values
- Ensure a fair, consistent, and legally compliant approach to employee management across all departments
- Support the City's commitment to equitable and inclusive recruitment, selection, promotion, retention, and separation practices based on qualifications and abilities
- Reflect modern best practices consistent with those used by neighboring municipalities

Financial/Budget Impacts:

Budget Amendment Required? No

Budget and Sources:	N/A
Expenditure:	N/A
New Appropriation Required + Sources:	N/A

Additional Financial Information:

N/A

Community Notifications:

City Council Agenda

If "Other," please specify:

Board/Commission Recommendation:

N/A

Staff Recommendation:

Staff recommends the City Council vote to adopt the resolution adopting the Employee Handbook.

Council Motion:

I move to adopt the resolution adopting the Employee Handbook.

Attachments:

1. Presentation on New Employee Handbook
2. New Employee Handbook (Draft)
3. Previous City Personnel Policies - 2011
4. Resolution Adopting Employee Handbook (Draft)



CITY OF
**MOUNTLAKE
TERRACE**



Review Resolution Adopting Employee Handbook

City Council Regular Meeting: February 5, 2026

Loren Hagstrom, Human Resources Manager, City Manager's Office

PURPOSE

- Present key revisions and changes to personnel policies included in the new Employee Handbook.



AGENDA

- Council Goals
- Goals for Employee Handbook
- Revision and review process
- Key changes to policies
- Impact to organization
- Maintenance
- Discussion and Questions

COUNCIL GOALS

The new Employee Handbook directly supports:

- **Growing Our Vibrant Community**
 - A vibrant, connected community starts with the people who serve it every day.
- **Responsible Governance to Ensure Desired Level of Service**
 - Responsible governance requires the right people, in the right roles, with clear expectations.



SUMMARY

Current Personnel Policies:

- Last comprehensive revision in 2011
- Limited amendments only, no comprehensive review
- Outdated, leading to past non-compliance issues
- Vague and unclear language and terminology
- Misaligned, not reflective of the City's Core Values

SUMMARY, CONTINUED

Proposed Employee Handbook:

- Ensure compliance with federal, state, and municipal employment laws
- Promote equity through clear and consistent standards
- Use inclusive and easy-to-understand language
- Reflect the City's Core Values
- Align with the Teamsters' and Police Guild Collective Bargaining Agreements

REVISION AND REVIEW PROCESS

- Employee Committee, January 2025– February 2026, over 80 hours
- Input sources:
 - Diversity, Equity and Inclusion consultant
 - Diversity, Equity and Inclusion Commission feedback
 - Diversity, Equity and Inclusion employee survey
 - Employee engagement survey
 - Executive leadership feedback
- Benchmarking: Policies from neighboring cities (Arlington, Bothell, Burien, Edmonds, Issaquah, Kenmore, Lacey, Lake Stevens, Lynnwood, Mill Creek, Monroe, Mt. Vernon, Mukilteo, Shoreline)
- Reviews:
 - Executive Leadership Team
 - WCIA Legal
 - Unions

KEY CHANGES

Design and Format

- Rename: ~~“Personnel Policies”~~ “Employee Handbook”
- Modern layout and design
- Welcome message
- Addition of “Purpose of Employee Handbook”
- Incorporates “Leadership Philosophy”
- “Your Facilities” page
- “Your Team” page
- Glossary of Terms
- Hyperlinked Table of Contents



KEY CHANGES

High-Level Revisions of Existing Policies

- Enhanced employee recognition and award program
- Updated benefits information
- Inclement Weather/Emergency Closures
- Personnel Records
- Tuition Reimbursement
- Day of Choice

PROPOSED ADDITIONAL “DAY OF CHOICE”

Current State

- Full-time employees: 8 hours per year
- Three-quarter-time employees: 6 hours per year
- Half-time employees: 4 hours per year
- Days of Choice must be used within the calendar year.
- Not paid out upon separation.

Proposed:

- Full-time employees: 16 hours per year
- Three-quarter-time employees: 12 hours per year
- Half-time employees: 8 hours per year
- [No change] Days of Choice must be used within the calendar year.
- [No change] Not paid out upon separation.

PROPOSED ADDITIONAL DAY OF CHOICE

Why more?

- **Purpose:** Create equity while maintaining uninterrupted City services
- **Equity in Practice:** Employees observe different cultural, religious, and personal holidays. Days of Choice ensure equal access to time off without requiring some employees to use vacation while others do not.
- **Values in Action:** The City states it values diversity and inclusion. Days of Choice operationalize those values through policy, not symbolism.
- **Workforce Competitiveness:** Flexible benefits support recruitment and retention in a diverse labor market without increasing base pay.
- **Mental Health Support:** Days of Choice provide flexible time off for wellness and burnout prevention, improving long-term productivity.

PROPOSED ADDITIONAL “DAY OF CHOICE”

Why This Approach Works for the City

Balanced solution that protects operations and fiscal responsibility

- **Minimal Service Disruption:** Unlike additional fixed holidays, days of choice are scheduled individually and do not require City closures.
- **Community-Centered:** Residents continue to receive consistent services.
- **Cost-Conscious:** Minimal fiscal impact compared to turnover, overtime, or additional citywide closures.
- **Modern & Scalable:** A flexible policy that adapts to a diverse workforce and evolving community needs.



KEY CHANGES

New Policies and Procedures

Policy No.	Policy Title	Policy No.	Policy Title
2.2	Workplace Accommodations*	4.3	Consensual Relationships
2.9	Promotions	4.4	Office Etiquette
3.2	Absences and Tardiness	4.6	Whistleblower
3.4	Pay Procedures	4.9	Social Media
3.8	Alternative Work Schedules	4.14	Filing a Complaint
3.9	Remote Work	5.3	Secure Building Access
3.11	Planned Facility Closures	5.4	Use of City Vehicles
3.12	Unplanned Facility Closures	7.4	Washington State Paid Sick Leave*
4.2	Anti-harassment	7.6	Washington Paid and Family Medical Leave (PFML)*

IMPACT TO ORGANIZATION

- Reduced legal & compliance risk
- Improved consistency, fairness, and application
- Stronger workforce morale and engagement
- Improved recruitment and retention of employees
- Increased supervisor effectiveness
- Operational efficiency
- Alignment with City Council goals and core values
- Change management and short-term impacts

MAINTENANCE

- **Ongoing employee feedback:**
 - Annual employee engagement survey
 - Feedback Friday/comment box
- **Annual comprehensive review:**
 - New or revised employment laws
 - Changes to benefits
 - New policies as needed

DISCUSSION & QUESTIONS

Thank you



THE CITY OF MOUNTLAKE TERRACE

EMPLOYEE HANDBOOK



Adopted by City Council February XX, 2026, Resolution No. XX

WELCOME TO THE CITY OF MOUNTLAKE TERRACE

Whether you are just joining our team or have been serving the community for years, we are excited to share this Employee Handbook with you. It reflects our shared commitment to fostering a workplace culture where every employee feels supported, valued, and empowered to thrive.

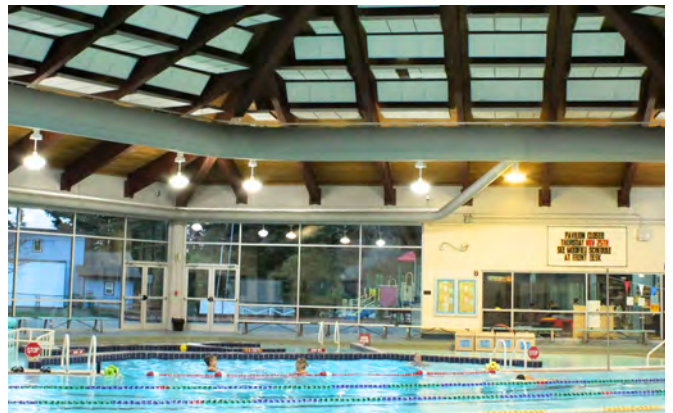
At the City of Mountlake Terrace, we believe that people are our greatest asset. Each of us plays an important role in delivering excellent public service, building trust with the community, and supporting one another as colleagues. We are united by a commitment to respect, accountability, innovation, and teamwork.



We strive to treat every individual with dignity, work together toward common goals, and lead by example in our service to the community. We listen and learn from one another, communicate openly, and take pride in doing quality work. We hold ourselves accountable, celebrate successes, and learn from challenges. We encourage creativity, embrace innovation, and act in ways that promote trust—both with our coworkers and with the public we serve.

These values are more than words on a page—they are the foundation of how we recognize achievements, measure performance, and celebrate what it means to be part of the Mountlake Terrace team.

As you use this handbook, remember that it is both a guide and a reflection of who we are as an organization. Together, we are building not just a stronger City workforce, but a stronger community.



Welcome to City of Mountlake Terrace. We are glad you're here!

YOUR FACILITIES

City Hall



23204 58th Ave W
Mountlake Terrace, WA

Departments at City Hall:

- City Manager's Office
- Community and Economic Development
- Engineering
- Finance
- Human Resources
- IT

Recreation Pavilion



5303 228th St SW
Mountlake Terrace, WA

Departments at the Recreation Pavilion:

- Athletics
- Aquatics
- Dance and Fitness
- Support Services
- Youth Programs

Police Department



23250 58th Ave W
Mountlake Terrace, WA

Departments at the Police Department:

- Command Staff
- Detective Units
- Patrol/ DV/Animal Control
- Police Records/Evidence

Operations Facility



6204 215th St SW
Mountlake Terrace, WA

Departments at the Operations Facility:

- Fleet
- Property Management (Facilities)
- Parks
- Public Works

YOUR TEAM

More than 200 passionate employees make up the heartbeat of Mountlake Terrace! From City Hall to our Police Department, Operations Center, and Recreation Pavilion, our teams work together to keep our city running and thriving. Take a look below to see how we're organized and how each department helps make MLT a great place to live, work, and play.

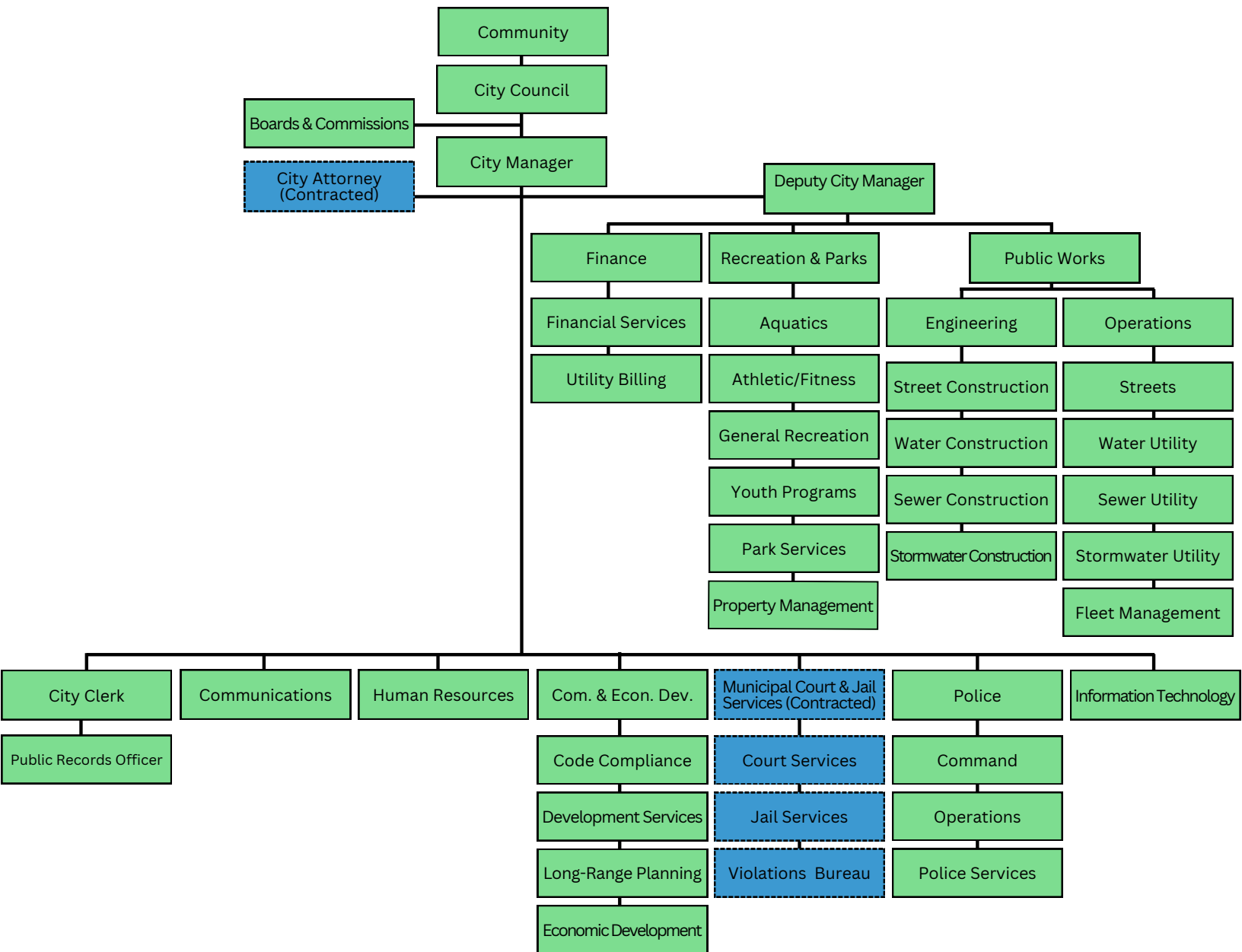


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CHAPTER 1: INTRODUCTION

1.1 PURPOSE OF EMPLOYEE HANDBOOK

This Employee Handbook is a compilation of the personnel policies, practices, and procedures currently in effect at the City of Mountlake Terrace. It is intended to introduce you to our organization, familiarize you with workplace expectations, provide general guidelines on work rules, benefits, and employment practices, and serve as a reference for questions that may arise during your employment.

Our goal is to foster a work environment where employees can contribute fully and find fulfillment in their roles. Clear and consistent communication of personnel policies supports fairness, accountability, and job satisfaction for all. Employees are expected to review this handbook and become familiar with its policies. This handbook supersedes any prior personnel policies.

These guidelines are designed to:

- Support the City’s commitment to recruitment, selection, promotion, retention, and separation of employees based on qualifications and abilities.
- Ensure a fair and consistent approach to managing employees across all departments in compliance with applicable laws and regulations.
- Reflect and support the City’s organizational values.

The City Council has adopted these policies to guide personnel practices, and the City Manager has authority to adopt administrative procedures for implementation. The Human Resources Department provides guidance in interpreting and applying the policies, but final decisions rest with the City Manager.

These policies apply to all City employees. In cases where a policy conflicts with a City ordinance, civil service rule, collective bargaining agreement, labor contract, or applicable state or federal law, the law or agreement will take precedence. Additional departmental rules may also apply.

These policies will be reviewed and audited on an annual basis at the start of each calendar year. However, these policies may be amended, or exceptions made, at any time by the City Council or City Manager, as authorized. If a law, ordinance, or regulation upon which a policy is based changes, these policies will be deemed amended to remain consistent.

This handbook is not intended to create a contract, express or implied, or a guarantee of continued employment. Unless specific rights are granted through a written employment

agreement, civil service rules, or a collective bargaining agreement, City employees are considered at-will and may be terminated at any time, with or without cause or notice. Only the City Manager may authorize employment agreements that guarantee employment for a specified term. The City Manager may delegate authority to department directors or managers to make temporary, seasonal, or project-based appointments with defined durations, provided such appointments remain at-will and are consistent with approved budgets and City hiring procedures.

The City Manager also has the authority to restructure or modify components of the City's employee benefits package, compensation plan, or discretionary leave policies to aid in recruitment and retention, provided such changes comply with federal and Washington State law and do not reduce the total value of the compensation package. Any such modifications must be documented in writing.

1.2 LEADERSHIP PHILOSOPHY

The City of Mountlake Terrace is dedicated to building a culture of trust through collaborative leadership and transparent decision-making. This approach reflects the City's core values and behaviors, guiding its actions and driving long-term success.

Mentorship: Our leadership team actively models effective mentorship by empowering individuals, cultivating an environment of trust and collaboration, fostering decentralized decision-making, and championing a culture where we learn from errors and mutually support one another through mistakes.

Courage and Empathy: Our team leadership philosophy hinges on courage and empathy. We lead with the courage to foster accountability, communicate clearly and openly, and maintain a calm demeanor. Courage is balanced by empathy, driving us to be humble and actively listen, be available, approachable, and adaptable. Together, these attributes cultivate an environment where everyone feels valued and wants to contribute.

Strategy: We strive to provide strategic thinking and a long-term vision for the organization. We set clear expectations, empowering our team to contribute to our overarching goals, thus proactively shaping our future. Our dedication to problem-solving focuses on what's best for the collective, being decisive, and ensuring transparent decision-making.

Equity: We are committed to applying equity in all our work, internally and externally. We intentionally identify and remove barriers for staff and community members. We recognize the diverse needs of individuals and value diverse perspectives. Our team ensures every individual has the support and resources needed to succeed and contribute meaningfully to our collective success.

CHAPTER 2: EMPLOYMENT PRACTICES

2.1 EQUAL EMPLOYMENT OPPORTUNITY

The City is an equal opportunity employer. The City employs, retains, promotes, terminates, and otherwise treats job applicants and employees on the basis of job-related qualifications and competencies. All applicants and employees will be treated equally and without regard to gender, gender identity, or sex, race (including, but not limited to, hair textures and protective hairstyles associated with race), color, religion, creed, national origin, pregnancy, age, genetic information, sexual orientation, dishonorably discharged veteran or military status, marital status, disability (as defined under state and federal law), or citizenship or immigration status.

In accordance with Title I of the Americans with Disabilities Act (ADA*), the City will not discriminate against qualified individuals with disabilities in any aspect of employment, including application procedures, hiring, advancement, discharge, compensation, training, or other conditions of employment. The City will provide reasonable accommodations for qualified applicants and employees with disabilities, unless doing so would cause undue hardship.

2.1.1 Additional Resources

U.S. Equal Employment Opportunity Commission (EEOC*)

<https://www.eeoc.gov/>

Washington EEOC Field Office

<https://www.eeoc.gov/field-office/washington/location>

Washington's Law Against Discrimination (WLAD*)

<https://www.hum.wa.gov/employment>

2.2 WORKPLACE ACCOMMODATIONS

The City is committed to providing a fair and inclusive workplace that complies with all applicable federal and Washington State laws regarding accommodations, including the ADA* the Pregnant Workers Fairness Act, WLAD*, and state laws regarding pregnancy and lactation.

The City will provide reasonable accommodations to qualified employees unless doing so creates undue hardship or poses a direct threat to health or safety of the employee or others, that cannot be eliminated or reduced through reasonable accommodation. A direct

threat, as defined by [29 CFR* § 1630.2\(r\)](#), specifies four factors to consider in this assessment: the duration of the risk, the nature and severity of potential harm, the likelihood of potential harm, and the imminence of potential harm. A direct threat may include operating heavy machinery while medically impaired or an untreated infectious disease. In those situations, an accommodation cannot reduce the risk or prevent transmission of disease, and it poses a direct threat to the employee or others. A determination that an employee poses a direct threat will be based on an individualized assessment of the person's present ability to safely perform the essential functions of the job. This assessment will rely on reasonable medical judgment using the most current medical knowledge and/or the best available objective evidence. The City will not make assumptions or rely on stereotypes when assessing potential risks.

Accommodation requests should be made in writing to HR* by the employee, their supervisor, or another employee acting on the employee's behalf. Examples of when another employee would act on an employee's behalf may include an employee helping another employee with limited English proficiency or a disability (e.g., vision impairment) to draft and submit the written request. HR will review requests promptly and begin the interactive process to assess limitations, evaluate essential job functions, and explore reasonable accommodations that allow the employee to perform their job or access equal employment benefits.

2.2.1 Medical or Disability Accommodation

A medical or disability accommodation is an adjustment to an employee's job, work environment, or schedule that enables them to perform the essential functions of their position despite a disability or medical condition.

A disability includes a physical or mental impairment that substantially limits one or more major life activities, a record of such impairment, or being regarded as having such an impairment, as defined under ADA* and WLAD*.

Accommodations may include modified work schedules, equipment adjustments, reassignment to a vacant position, or physical workspace modifications.

HR* will provide the necessary forms, including a Medical Certification Form to be completed by a healthcare provider if needed. If medical certification does not confirm a disability, HR may seek clarification with the provider (with the employee's consent) before denying the request.

The City may require a fitness-for-duty evaluation when there is a legitimate concern that an employee's condition may pose a direct threat to themselves, other employees, or the public.

2.2.2 Religious Accommodation

A religious accommodation is a change to work schedules, practices, or policies that allow an employee to observe their sincerely held religious beliefs without causing undue hardship to the employer.

Accommodations may include flexible scheduling, voluntary shift swaps, modifications to uniform or appearance requirements, or excusal from certain activities, provided the accommodation does not impose undue hardship.

2.2.3 Pregnancy Accommodations

Pregnancy accommodation is an adjustment to job duties, schedules, or workplace conditions that supports an employee during pregnancy or related health conditions, ensuring they can safely perform their work. The City will provide accommodations for pregnancy and related health conditions, in accordance with federal and Washington State law.

- No medical certification is required for the following:
 - o Frequent, longer, or flexible restroom breaks.
 - o Providing seating or allowing the employee to sit more frequently.
 - o Limiting lifting to 17 pounds or less.
- Additional accommodations, such as modified schedules, reassignment, equipment changes, may be requested and may require certification from a healthcare provider if necessary.

2.2.4 Nursing and Lactation Accommodations

A nursing and lactation accommodation is the addition of reasonable break time and a private, secure space (other than a bathroom) for an employee to express breast milk after childbirth. It ensures the employee can meet nursing needs while continuing to work.

- After the birth of a child, employees who are nursing may take reasonable break time to express breast milk.
- The City will provide a private, secure space other than a bathroom for lactation breaks.
- Employees should inform HR of any adjustments to their work schedule and for guidance on available spaces for nursing and lactation purposes.

2.2.5 Confidentiality

All medical and personal information related to accommodation requests will be kept strictly confidential. Information may only be shared with supervisors or managers on a need-to-know basis (e.g., to implement restrictions or accommodations).

2.2.6 Retaliation Prohibited

The City strictly prohibits retaliation against any employee for requesting or using a workplace accommodation.

2.2.7 Additional Resources and References

Accommodations

<https://www.dol.gov/agencies/odep/program-areas/employers/accommodations>

Americans with Disabilities Act (ADA*)

<https://www.ada.gov/>

Pregnant Workers Fairness Act

<https://www.eeoc.gov/statutes/pregnant-workers-fairness-act>

Washington's Law Against Discrimination (WLAD*)

<https://www.hum.wa.gov/employment>

2.3 RECRUITMENT AND SELECTION PROCESS

The City is committed to equitable and inclusive hiring practices that ensure fairness and provide equal opportunity for all qualified applicants. All recruiting and selection practices will be conducted solely on the basis of qualifications and competencies.

HR* is responsible for coordinating recruitment and selection processes with the respective department director, hiring manager, City manager, and civil service commissioner as applicable. No notices of position vacancies shall be posted without review by HR. Recruitments may be limited to current City employees, with or without a competitive recruitment or examination process, or open to the general public at the discretion of the City Manager. With the approval of the City Manager, department directors may hire employees to fill temporary positions or make interim capacity appointments without competitive recruitment or examination, although all hiring processes must comply with state and federal laws.

Applications will be accepted for open positions only, and the City shall not consider unsolicited applications and resumes as applications for employment. Resumes may supplement but not replace the City's official application form. When the validity of an application is questioned, HR will determine whether or not an applicant has met the requirements necessary to be considered for employment.

Interview panels and hiring managers will be encouraged to use structured, competency-based questions and consistent evaluation criteria and processes to minimize bias and ensure fair consideration of all candidates. Applicants needing accommodations in any stage of the recruitment or selection process may request them by contacting HR. Requests will be handled promptly and confidentially in accordance with the ADA* and state law.

Recruitment records relating to the process of recruiting, interviewing, selecting, and hiring of employees will be retained in accordance with DAN* GS50-04B-06 and DAN GS50-04B-22.

2.3.1 Internal Recruitment

The department director, in consultation with the City Manager and HR, will determine whether a vacancy will be made available for internal applicants only. All City employees are considered internal applicants. The City encourages internal mobility and will provide equal consideration for qualified employees seeking career advancement.

HR will announce internal openings via email, with instructions on how to submit application materials. For positions represented by a labor union, the job opening will be posted internally in accordance with the respective CBA* or other labor contract. Each internal opening will remain open for a minimum of five (5) working days. The hiring manager will review submitted application materials and identify candidates to move forward to the interview stage. All City employees who apply and meet the experience, training, and other qualifications listed in the job announcement will be granted an interview.

2.3.2 External Recruitment

Open positions will be posted publicly on the City's website with a link to the application. Positions may also be posted to other job boards or professional platforms to expand recruitment efforts. The City will make reasonable efforts to advertise open positions in a manner that reaches a diverse pool of candidates, which may include professional associations, community organizations, or other outreach strategies designed to broaden access and awareness. Each position will remain open for a minimum of five (5) working days. For positions represented by a labor union, the job opening will be posted internally in accordance with the respective CBA* or other labor contract. Notices of vacancies will

include, at a minimum, title, salary range, essential job duties, minimum requirements, and instructions for prospective applicants.

Internal applicants may apply for publicly posted positions and will participate in the same interview process as external candidates.

The hiring manager will review all submitted applications to determine which candidates will move forward to the interview stage. All City employees who have completed their orientation period, who apply and meet the minimum qualifications—such as required experience, training, and other criteria listed in the job posting—will be granted an interview.

2.3.3 Offers of Employment

Once a qualified applicant has been selected by the hiring manager, HR* will assist the hiring manager with preparing appropriate documentation for next steps.

Conditional Offer Letter: A conditional offer letter will be issued to the selected candidate using HR-approved templates and must state that employment is contingent upon successful completion of required pre-employment checks (e.g., background, reference, or other applicable screenings). The job description must be attached. The hiring manager typically delivers the offer, and the candidate must sign and return it to HR before moving forward.

Authorization and Waivers: With the conditional offer letter, the candidate will receive required authorization and disclosure forms for background and reference checks, in compliance with the Fair Credit Reporting Act (FCRA) and Washington State law. The city conducts background checks in accordance with position requirements and Washington and Federal laws, after a conditional offer has been made.

Final Offer of Employment: Once all pre-employment requirements are satisfactorily completed, HR will prepare the final offer letter confirming the candidate's appointment. The hiring manager typically delivers the offer. The candidate must sign and return the letter to HR before beginning employment.

Candidate Rights: Candidates will be notified in writing before a background or credit check is obtained and must provide written authorization. If the City takes adverse action based on the report, the candidate will receive a copy of the report and a summary of their rights under the Fair Credit Reporting Act (FCRA).

2.3.4 Professional Pre-Employment Reference Checks

The hiring manager is responsible for conducting professional reference checks before extending a final offer of employment. Candidates moving forward in the process must complete and sign an authorization to release information prior to any reference checks.

Hiring managers will normally contact at least three (3) professional references provided by the candidate to evaluate the candidate's qualifications, work history, and ability to perform the duties of the position. Reference checks may address the candidate's work performance, character, reputation, and demonstrated competencies. If the listed reference cannot be reached, the hiring manager may request an alternative contact.

When an employee changes positions within the City, any reference checks required for the new role that has not already been completed will be performed. Employees may update their professional references at that time.

2.3.5 Background Checks

The City conducts pre-employment background checks for all positions to help ensure public safety and a safe, secure workplace. Background checks are used to verify qualifications and assess the suitability of candidates for the positions they seek.

The City is committed to compliance with all applicable federal and state laws, including the Fair Credit Reporting Act ([FCRA](#)), the Washington "ban-the-box" law ([RCW 49.94.010](#)), the Washington Fair Credit Reporting Act ([RCW 19.182](#)), and federal and state equal employment opportunity laws.

In furtherance of these considerations, the following procedures will be followed:

- Conditional Offers: Background checks will only be conducted after a conditional offer of employment has been made. Candidates must sign required authorization and disclosure forms before any background check begins. No candidate may begin work until the process is completed and a final offer is issued.
- Scope of Checks: The scope of the background check will be appropriate to the position. If an employee transfers or is promoted to a new position requiring additional checks not previously performed, those checks will be completed at that time.
- Accuracy of Information: Candidates are expected to provide complete and accurate information. Providing false or misleading information, or omitting material facts, may disqualify a candidate from further consideration or may result in termination if discovered after hire.

- Credit History: The City will not consider credit history unless required by law or substantially job-related. If credit information is considered, the City will disclose its reasons in writing to the candidate, as required by [RCW 19.182.020](#).
- Use of Criminal Records: A candidate will not be rejected solely on the basis of a criminal record unless exclusion is job-related and consistent with business necessity. Arrests not resulting in conviction, sealed or expunged records, and offenses unrelated to the job will not be considered. In evaluating convictions, the City will consider:
 - o The nature and gravity of the offense
 - o The time elapsed since the offense
 - o The nature of the position sought
- Opportunity to Respond: If the City determines a criminal record may disqualify a candidate, the candidate will be notified and given the opportunity to provide additional information before a final decision is made.
- Adverse Action Procedures: Before taking adverse action (e.g., withdrawal of an offer) based on a background check, the City will provide required notices and documentation to the candidate in compliance with the FCRA and state law.
- Confidentiality: Background check results will be treated as confidential and shared only with City personnel who have a legitimate need to know.

If a former employee voluntarily separated and is rehired within one (1) calendar year, a new background check will not be required. If a former employee voluntarily separated and is rehired after one (1) calendar year, a new background check will be required.

If a former employee was involuntarily separated and is rehired, a new background check will be required regardless of the length of time since separation.

2.3.6 Additional Resources

U.S. Equal Employment Opportunity Commission (EEOC*)
<https://www.eeoc.gov/background-checks>

2.4 ANTI-NEPOTISM

The employment of immediate family members, as outlined in section 9.1, or residents of households of City employees and elected officials is prohibited when one of following conditions exists:

- One of parties would have authority or practical power to supervise, appoint, remove, or discipline the other.
- One party would be responsible for evaluating or investigating the work of the other.

- One party would handle confidential material that creates improper or inappropriate access to that material by the other.
- Other circumstances exist that might lead to potential conflict or the appearance of improper influence or favor between the interest of one or both parties and the best interests of the City.

If two (2) or more employees become related or begin sharing the same household and, in the City’s judgment, the potential problems described above exist or could reasonably exist, only one of the employees will be permitted to remain employed by the City unless reasonable accommodations, as determined by the City Manager, can be made to eliminate the potential problems. The affected employees will decide who will remain employed with the City within 30 days of their becoming related or sharing the same household. If the employees are unable or unwilling to make this decision, the City will decide which employee is either transferred to another position or terminated.

2.5 CLASSIFICATION PLAN

The City maintains a classification plan to ensure fair, consistent, and transparent treatment of employees regarding job duties, qualifications, and compensation. The plan provides a framework for recruitment, training, evaluation, and career progression, while complying with all applicable federal and Washington State employment laws.

2.5.1 Classification (Broad Category)

- A classification is a group of positions that share common duties, responsibilities, qualifications, and conditions of employment.
- Classifications promote fairness and consistency by setting standards across similar jobs.
- Example: The “Maintenance Worker” classification includes general responsibilities such as street repair, snow removal, and equipment operation, with common qualifications for all maintenance roles.

2.5.2 Job Classification (Position-Level Assignment)

- A job classification is the specific assignment of a job description and salary range to an individual position within a classification.
- This ties the broader classification to the actual duties and salary range for the role.
- Example: Within the “Maintenance Worker” classification:
 - o Maintenance Worker I – entry-level, lower salary range.
 - o Maintenance Worker II – senior-level, higher salary range.

2.5.3 Job Descriptions

- Job descriptions form the foundation of the classification plan and are used for recruitment, selection, training, promotion, pay advancement, and performance evaluation.
- They typically include the job title, responsibilities, essential functions, minimum qualifications, preferred qualifications, working conditions, and other relevant details.
- Job descriptions are guidelines and may not list every duty. Employees may be assigned additional duties consistent with their classification.
- HR* is responsible for maintaining current job descriptions for all regular full-time and part-time positions.

2.5.4 Adoption and Revision

- The classification and salary schedule for non-represented staff and bargaining agreements are adopted by the City Council as part of the biennial budget or when bargaining agreements are renewed.
- Classifications may cover multiple similar positions or describe a unique role.
- Please refer to section 2.6 for additional details regarding reclassification.

2.5.5 Collective Bargaining

When new job descriptions are created or existing descriptions are modified for positions within a Collective Bargaining Agreement (CBA*), any related salary revisions are subject to collective bargaining obligations.

2.5.6 Salary Step Placement – Compensation Study Adjustments

When a classification is assigned to a higher salary range through a City-wide compensation study or salary survey:

- The adjustment is not considered a promotion, demotion, or reclassification, since job duties remain unchanged.
- Salary step placement will follow procedures set by the bargaining agreements and for non-represented employees the procedures developed by HR*, with input from the department director and approval by the City Manager.

2.5.7 Compliance

- The classification plan will be administered in compliance with federal and Washington State employment laws, including:

- o Fair Labor Standards Act (FLSA*)
- o Washington Equal Pay and Opportunities Act*
- o Washington Law Against Discrimination (WLAD*)
- o Other applicable statutes and regulations
- Nothing in this policy alters the City’s at-will employment relationship, except where limited by law or a collective bargaining agreement.

2.6 RECLASSIFICATION

The City recognizes that job duties and responsibilities may change over time due to organizational needs, evolving technology, or service delivery requirements. The reclassification process provides a fair and consistent method for reviewing and updating positions to ensure accurate alignment between job duties, job descriptions, and compensation.

Reclassifications are limited to functional responsibility comparisons within a particular position, which are not considered promotions. They are principally used to correct inequities within the position due to significant changes in duties, responsibilities and scope.

Reclassification occurs when the duties, responsibilities, or required qualifications of an existing position have changed significantly enough to warrant placement in a different classification or salary band.

Reclassification is based on the work performed, not on the employee’s skills or length of service. Examples may include:

- A position that has permanently been assigned higher-level responsibilities.
- A position that has had duties removed or reduced, changing its scope or level.

2.6.1 Request Process

Reclassification requests may be made at any time during the year but for budgetary reasons, positions will usually be reviewed and submitted for evaluation as part of the biennial budget or mid-biennial review process. A reclassification review may be requested by:

- The employee, through their supervisor
- The supervisor or department director
- HR*

Requests must be submitted in writing and include documentation of the position's current and proposed duties, responsibilities, and required qualifications. HR will review the request, gather additional information if needed, and conduct a position analysis.

2.6.2 Review and Evaluation

HR* evaluates reclassification requests using the following factors:

- Comparison of actual duties performed to the current job description.
- Changes in scope of responsibility, authority, or required qualification.
- Departmental present and future organizational structure and service delivery needs.
- Internal equity across comparable City positions.
- Salary and classification data from comparable cities, where appropriate.

2.6.3 Approval and Implementation

- HR* submits a recommendation to the department director and City Manager.
- Final decisions on reclassification are made by the City Manager.
- If the reclassification results in a salary adjustment:
 - Placement within a higher salary band will be set at the greater of a minimum of five (5) percent above the former salary or the minimum salary level for the new job class.
 - If the position is reclassified to a lower salary band, the employee will move to the step in the lower salary range. Considerations for placement will include current step in the higher range and ability to perform the new position assignment. Any changes to bargaining unit positions are subject to collective bargaining obligations.
- Reclassifications must be adopted by City Council. If adopted, reclassifications are generally effective at the start of the next pay period following approval, unless otherwise specified.

2.6.4 Limitations

- Reclassification is not a substitute for merit increases, temporary assignments, or promotions.
- An employee's performance or tenure alone does not justify reclassification.
- Temporary changes in job duties do not qualify for reclassification but may be addressed through out-of-class pay.
- Employees who are reclassified from Temporary or Regular Part-Time to Regular Full-Time will retain their original date of hire.

- o Eligibility for City benefits will begin on the effective date of reclassification, including accrual of holiday, sick leave, vacation, and other applicable benefits.
 - o Employees will also become eligible to participate in City-sponsored group insurance plans.
- This provision does not apply to contract employees or participants in government-sponsored employment programs.

2.6.5 Compliance

- Reclassifications will be administered in compliance with federal and Washington State employment laws, including the Fair Labor Standards Act (FLSA), the Washington Equal Pay and Opportunities Act, and any CBA*.
- Nothing in this policy alters the City's at-will employment relationship, except where limited by law or applicable labor agreements.

2.7 ORIENTATION PERIOD FOR INITIAL HIRE

Upon hire, employees enter an orientation period that is an integral part of the onboarding and evaluation process. The purpose of the orientation period is to allow employees time to adjust to their new position and to provide supervisors with the opportunity to assess whether the employee is well-suited for the role.

The standard orientation period is six (6) months from the employee's date of hire. Supervisors are required to complete and deliver a written performance appraisal before the end of the orientation period to document satisfactory performance. Employees who successfully complete the orientation period will become regular full-time or part-time employees and are eligible for a step increase which will take effect on the day following the six (6) month anniversary. See example 1 in Table 2.7.1.

2.7.1 Extension of Orientation Period for Initial Hire

With approval from HR* or the City Manager, a department director may extend an employee's orientation period by up to three (3) months if performance is not satisfactory. Along with the standard six-month performance appraisal, the employee will receive a written Performance Improvement Plan (PIP) outlining specific expectations and timelines for improvement. The employee will not be eligible for a step increase during the extension period.

If performance does not improve or it becomes evident that the employee cannot meet the position's requirements, the employee may be terminated at any time during the orientation period.

At the conclusion of the extension, the supervisor must complete a second written performance appraisal that includes a final recommendation on the employee's transition to regular status. If the employee is approved for regular status, the step increase will take effect on the date the evaluation is delivered. The delayed step increase will not affect the employee's established anniversary date. Example below.

Example	Hire date	Initial orientation due	Initial performance appraisal	Orientation extension due	Extended performance appraisal	Salary/Wage step increase effective date	Next performance evaluation due
1	3/7/2024	9/7/2024	Satisfactory	N/A	N/A	9/8/2024	9/7/2025
2	3/7/2024	9/7/2024	Not satisfactory	12/7/24 (e.g. 3 months)	Satisfactory	12/8/2024	9/7/2025

Table 2.7.1 – Examples of orientation period for initial hire

2.7.2 Leave without Pay Status

In the event an employee is on leave without pay status for ten (10) or more consecutive workdays during the orientation period, the completion date of the probationary period may be extended by an amount of time equal to the period of leave. Example below.

Hire date	Leave without pay	Initial orientation due	Next performance evaluation due
4/10/2024	5/1/24-5/21/24 (21 days)	10/31/2024	10/31/2025

Table 2.7.2 – Example of orientation period including the leave without pay period

2.7.3 Additional Considerations

An employee in their orientation period may be terminated at any time without due process. Successful completion of the orientation period does not alter the employee's at-will status.

2.8 ORIENTATION PERIOD FOR PROMOTED, DEMOTED OR TRANSFERRED EMPLOYEES

Employees who are promoted to a new position, demoted, or transferred to an equivalent position in a different division or department begin a new orientation period of six (6) months, effective on the date of promotion, demotion, or transfer. The purpose of the

orientation period is to allow employees time to adjust to their new position and to provide supervisors with the opportunity to assess whether the employee is well-suited for the role. Upon approval of the City Manager and HR, the orientation period may be waived in the event of a transfer.

Supervisors are required to complete and deliver a written performance appraisal before the end of the orientation period to document performance to determine whether the employee has successfully transitioned into the new role. Employees who successfully complete the orientation period are eligible for a step increase which will take effect on the day following the six (6) month anniversary. See example 1 in Table 2.8.1.

2.8.1 Extension of Orientation Period for Promoted, Demoted, or Transferred Employees

With approval from HR* or the City Manager, a department director may extend an employee's orientation period by up to three (3) months if performance is not satisfactory. Along with the standard six-month performance appraisal, the employee will receive a written Performance Improvement Plan (PIP) outlining specific expectations and timelines for improvement. The employee will not be eligible for a step increase during the extension period.

At the conclusion of the extension period, the supervisor must complete a second written performance appraisal evaluating the employees' performance during the extension period. If the employees' performance has improved, the step increase will take effect on the date the evaluation is delivered. The delayed step increase will not affect the employee's established anniversary date following the promotion, demotion or transfer.

Example	Hire date	Promotion Demotion Transfer (P/D/T)	P/D/T orientation due	P/D/T performance appraisal	P/D/T orientation extension due	P/D/T extended performance appraisal	Salary/Wage step increase effective date	Next performance evaluation due
1	1/10/2022	5/1/2023	11/1/2023	Satisfactory	N/A	N/A	11/2/2023	11/1/2024
2	1/10/2022	5/1/2023	11/1/2023	Not satisfactory	2/1/24 (e.g. 3 months)	Satisfactory	2/2/2024	11/1/2024

Table 2.8.1 – Examples of orientation periods after a promotion, demotion, or transfer

2.8.2 Reinstatement to Previous Position

If the employee's performance in the new position is unsatisfactory, the employee may be reinstated in their previous position or offered another City position at management's discretion, at a rate in accordance with the wage in that previously held position. There is

no guaranteed right of return to the employee's previous position or to another City position. See example 2 in Table 2.4.1.

2.8.3 Additional Considerations

Previously approved Alternative Work Schedules are subject to change depending on the requirements for the new position and supervisor's approval.

An employee in their orientation period may be terminated at any time without due process. Successful completion of the orientation period does not alter the employee's at-will status.

Refer to sections 3.5 and 2.10 for additional information regarding compensation and performance evaluations.

2.9 PROMOTIONS

The City encourages career growth by providing opportunities for employees to advance into higher-level positions. The City values internal talent and will generally consider qualified current employees before seeking outside candidates, unless external recruitment is determined to be in the City's best interest. The City may recruit and interview internal and external candidates at the same time.

2.9.1 Eligibility

To be considered for promotion, an employee must:

- Meet the minimum qualifications outlined in the job description for the higher-level position.
- Have successfully completed the orientation period in their current position.
- Maintain a satisfactory performance record.
- Have no disciplinary actions within the past 12 months.

Management retains the discretion to make exceptions to these requirements when warranted.

2.9.2 Salary Placement

- A regular employee receiving a promotion will be placed in the closest step of the new salary range that provides at least a 5% increase, or the top step if no step allows for a 5% increase.
- Compensation may not exceed the top step of the new salary range.

- Employees who are promoted will begin a new six-month orientation period, effective on the date of promotion.

2.9.3 Exceptions to Salary Placement

The department director and HR* may recommend to the City Manager a salary placement higher than the standard 5% increase when circumstances justify an exception, provided it does not exceed the top step of the range. Acceptable circumstances include:

- Additional education or directly applicable experience above the minimum requirements.
- Market conditions that support a higher starting salary.
- Ensuring the proposed salary does not create inequities with existing internal salaries.

2.9.4 Compliance

- Promotions will be administered in compliance with federal and Washington State employment laws, including the Fair Labor Standards Act (FLSA*), the Washington Equal Pay and Opportunities Act*, and any applicable CBA*.
- Nothing in this policy alters the City’s at-will employment relationship, except where limited by law or a CBA.

2.10 PERFORMANCE EVALUATIONS

The purpose of this policy is to promote open communication, foster professional growth, and ensure high-quality service delivery through regular performance evaluations. Evaluations serve as a tool to document performance, recognize achievements, and identify areas for development.

For the purposes of this section, the “review period” refers to:

- The six (6) months preceding the employee’s completion of their orientation period*, or
- The 12 months preceding the employee’s established anniversary date*.

2.10.1 Objectives of Performance Evaluations

Performance evaluations are intended to:

- Establish clear, objective standards for evaluating employee performance and tracking progress over time.
- Recognize strong performance and guide employees toward future goals.
- Enhance communication and trust between supervisors and employees by providing a safe opportunity for employees to offer constructive feedback on supervisory leadership, free from fear of retaliation.
- Maintain accurate documentation of employee performance for administrative and personnel-related purposes.

Information derived from the performance appraisal is considered when making decisions affecting training, pay, promotion, transfer, or continued employment.

2.10.2 Evaluation Schedule

- Performance evaluations are conducted:
 - At the end of the orientation period for new hires, promotions, or transfers; Annually thereafter.
 - More frequently at the discretion of the department head, particularly when improvement is needed or an employee is on a Performance Improvement Plan (PIP*).
 - An employee can request a performance evaluation at any time.
- Supervisors are responsible for ensuring evaluations are completed in a timely manner. If an evaluation is not received as scheduled, employees should follow up with their supervisor or HR*.

2.10.3 Evaluation Process

HR* will provide standardized evaluation templates for employees and supervisors to ensure consistency and uniformity in the evaluation process. The Police and Recreation departments will use customized templates tailored to their specific operational needs.

Performance evaluations must be delivered and reviewed with the employee before or on the employee's established anniversary date. Evaluation meetings may be held up to 10 days in advance of the established anniversary date to ensure timely completion.

2.10.4 Self-Evaluation

- Prior to the formal performance evaluation meeting, employees will complete a self-evaluation form to reflect on their performance throughout the review period.
- The self-evaluation encourages self-reflection, supports two-way dialogue during the evaluation, and helps identify accomplishments, challenges, and development goals from the employee's perspective.

- Supervisors will provide the self-evaluation template to the employee at the time of scheduling the evaluation meeting, ensuring the employee has ample time to complete. Employees may also access the template on the shared network drive and start their evaluation on their own.
- Employees must provide their self-evaluation to their supervisor at least two (2) weeks in advance of the scheduled evaluation meeting.
- Supervisors must review the employee's self-evaluation and consider it as part of the overall assessment process.

2.10.5 Supervisor Draft Evaluation

- The evaluating supervisor will complete a comprehensive draft evaluation and submit it to the department director or designee for review and approval before it is shared with the employee. Draft evaluations should be submitted 30 days before the employee's anniversary date to allow ample time for review and adjustments.
 - This step promotes consistency, ensures fairness in the evaluation process, and provides an opportunity for quality control and alignment with departmental expectations.
 - If an employee received a verbal or written warning or was on a PIP during the evaluation period, HR must also review the draft performance evaluation before it is delivered to the employee.
 - It also reinforces accountability among supervisors by requiring thoughtful, well-documented assessments that reflect both the employee's contributions and any performance concerns.
- Employees who receive a rating of "Needs Improvement" will be placed on a Performance Improvement Plan (PIP*). The PIP should include clear, specific action steps and must be prepared in advance of the evaluation review meeting with the employee. The PIP should be prepared and approved by the department director prior to the supervisor's delivery of the performance evaluation, so the PIP can be reviewed in conjunction with the evaluation. Refer to section 2.10.8 for additional guidance on PIPs.
 - Supervisors may extend the evaluation period by up to three (3) months to provide the employee with time to improve upon the areas outlined in the PIP.
 - Supervisors and department directors are encouraged to consult HR* for guidance when addressing performance concerns.

2.10.6 Employee Meeting & Signature

- The supervisor will meet with the employee up to 10 days before the employee's established anniversary to deliver and review the supervisor's evaluation.
- The supervisor's evaluation must be signed by:
 - Employee (to acknowledge receipt, not necessarily agreement),

- o Supervisor,
- o Department director, and
- o HR* or their designee
 - The self-evaluation does not need to be signed.

2.10.7 Salary Increases

It is the responsibility of the supervisor and department director to ensure that performance evaluations are conducted and approved step increases are submitted in a timely manner. The failure of supervisors to conduct performance evaluations in a timely manner will be considered in the evaluation of the performance of the supervisor and may be subject to disciplinary action.

Refer to section 3.5.4 for additional information regarding performance-based salary increases.

2.10.8 Performance Improvement Plans (PIPs)

- Employees who receive a rating of “Needs Improvement” will be placed on a PIP* and their step increase will be delayed until successful completion of the PIP.
- At the end of the extension, the employee may be re-evaluated for a potential step increase.
- If the employee is ultimately awarded a step increase, their next evaluation will still follow the standard evaluation schedule. Refer to section 3.5.4 for information regarding delayed step increases.

2.10.9 Written Warning or Other Disciplinary Actions

In cases when an employee was issued a written warning in a disciplinary nature during the review period, eligibility for a step increase will be determined by HR* and the City Manager.

2.10.10 Filing

- HR* will retain the self-evaluation and a signed copy of the supervisor’s evaluation in the employee’s official personnel file.
- Employees may request and retain a copy of their supervisor’s evaluation for their records.

2.10.11 Limited-Term and Interim Employees

- Employees in limited-term or interim positions may receive performance evaluations at the discretion of the department director.
- If evaluations are conducted, they must follow the same process as outlined above, including review and filing procedures.

2.10.12 Disagreements and Appeals

- Employees who disagree with their evaluation may:
 - o Provide written comments directly on the supervisor's evaluation form.
 - o Submit a written rebuttal to be physically or electronically attached to the evaluation in their personnel file.
- Employees may also appeal an evaluation in accordance with the City's complaint procedure, section 4.14.

2.10.13 Additional Questions and Support

If employees have questions about their evaluation or any aspect of job expectations, they are encouraged to speak with their supervisor or department director. HR* is also available to provide clarification or support.

2.11 SEPARATION AND REINSTATEMENT OF EMPLOYMENT

An employee who plans to voluntarily depart from the City shall submit a written letter of resignation to their supervisor two (2) weeks prior to leaving, when possible. HR* may request an exit interview with the employee prior to the effective date of their resignation.

Except for a layoff, an employee who separates from the City in good standing for any reason has no assumed right to re-employment with the City. However, a former employee may be reinstated to a vacant position within one (1) year of separation, with or without participating in a competitive selection process, at the discretion of the City Manager and HR.

If reinstatement occurs within one (1) year of separation, the employee may be eligible for restoration of certain benefits, as outlined below:

- **Anniversary Date Adjustment:** The employee's new anniversary date will reflect their original hire date, adjusted to account for the period of separation. For example: An employee originally hired on March 1, 2020, resigned on March 1, 2023, and was

rehired on September 1, 2023. Their adjusted anniversary date would be September 1, 2020 — original hire date plus six months of break in service.

- Washington Paid Sick Leave: Forfeited and unpaid hours upon separation will be fully restored.
- Orientation Period: The requirement to serve a new orientation period may be waived at the discretion of HR if the employee returns to the same previous position held.

2.12 LAYOFFS AND FURLOUGHS

The City may make reductions in its workforce for lack of work, budgetary restrictions, changes in duties, reorganization of positions, or other organizational changes that make such reductions necessary. Employees who are being laid off or furloughed may request consideration for other vacant positions for which they are qualified, but they are not entitled to displace any current employee.

Generally, temporary employees performing similar work in the same department will be terminated before regular full or part-time employees are laid off or furloughed. Additionally, options such as reduced work schedules, where employees temporarily work fewer hours, and job sharing, where two employees share the responsibilities of one full-time position, may be considered to help minimize the need for layoffs.

Regular full and part-time employees will be retained on the basis of job performance and City needs. For employees in the same job classification who possess the same skills, relative job performance will determine the order of layoff and recall. Upon layoff, an employee may choose to defer payment of their accrued leave time for up to three (3) months. If the employee is rehired within that period, any deferred leave balances will be restored. If the employee does not return to their position, unused leave balances will be paid out in accordance with policy 7.2. and 7.3.

For a period of one (1) year from the date of the layoff, regular employees will receive notification of City job vacancies posted internally only, to assist them in applying for jobs for which they are qualified. Employees reinstated within one year after a layoff will have some of their previous benefits restored as follows:

- Anniversary Date Adjustment: The employee's new anniversary date will reflect their original hire date, adjusted to account for the period of separation. For example: An employee originally hired on March 1, 2020, laid off on March 1, 2023, and was rehired on September 1, 2023. Their adjusted anniversary date would be September 1, 2020 — original hire date plus six months of break in service, as outlined in section 2.11.

- Washington Paid Sick Leave: Forfeited and unpaid hours upon separation will be fully restored.
- Orientation Period: The requirement to serve a new orientation period may be waived at the discretion of HR if the employee returns to the same previous position held.
- Compensation Rate: The wage rate applicable to the position at the time of rehire will be reinstated if the employee is rehired into their previously held position.

2.13 PERSONNEL RECORDS

This policy establishes the rights of employees and former employees to access, review, and request corrections to their personnel records, in compliance with Washington state law ([RCW* 49.12.240–250](#), as amended by Substitute House Bill 1308, Chapter 273, Laws of 2025).

A personnel file includes records kept by the City related to an employee’s qualifications, employment, and job performance. Records may include, but are not limited to:

- Job application materials and employment agreements
- Performance evaluations
- Disciplinary records (including closed actions)
- Payroll and compensation records
- Leave and reasonable accommodation records
- Separation and discharge documentation

Records maintained separately for legal or business purposes (e.g., medical records, EEO* files, grievance files, or records protected by attorney-client privilege) are not considered part of the personnel file for the purposes of this policy.

2.13.1 Employee Right to Inspect Personnel Files

- Current employees are entitled to inspect their personnel file once per calendar year upon request.
- Inspections will be scheduled during normal business hours at a mutually agreeable time and location.
- The City will provide access to the file within 21 calendar days of receiving the request.

2.13.2 Employee Right to Request Copies of Personnel Files

- Current and former employees may request one free copy of their personnel file per calendar year.
- Requests must be made in writing to HR* (email is acceptable).
- The City will provide the requested copies within 21 calendar days of receipt of the request.
- Additional copies may be subject to a reasonable copying fee as allowed by law.

2.13.3 Former Employee Discharge Statement

Upon written request to HR*, the City will provide former employees with a signed statement within 21 calendar days, confirming:

- The effective date of discharge
- Whether the City had a reason for the discharge
- If applicable, the specific reason for discharge

2.13.4 Petition to Remove or Correct Information

- Employees may annually petition the City to review their personnel file to request removal or correction of information they believe to be irrelevant or erroneous. Petitions must be submitted in writing to HR*.
- The City will review the request and determine whether the information should be corrected or removed.
- If the City declines the request, the employee may submit a written rebuttal or correction statement.
- This rebuttal statement will be retained in the employee's personnel file and included whenever the record in question is released to a third party.

2.13.5 Limitations and Exclusions

- This policy does not require the City to create or maintain any record not otherwise kept in the regular course of business.
- The policy does not alter existing document retention schedules.
- Access does not extend to records protected by privacy laws, attorney-client privilege, or other legal exemptions.
- The City is not required to compile records that are not physically part of the employee's personnel file.

2.13.6 Request Submission Procedure

All personnel file access, copy, correction, or rebuttal requests should be made in writing to HR* and will be responded to in accordance with state law.

- Inspection requests: fulfilled within 21 calendar days
- Copy requests: fulfilled within 21 calendar days
- Discharge statements (former employees): provided within 21 calendar days

2.13.7 Penalties for Non-Compliance

Failure to comply with these provisions may result in penalties as outlined under Washington state law.

2.14 EMPLOYMENT VERIFICATION AND REFERENCES

All requests for information regarding past or present employees must be directed to the Payroll Technician. Payroll will release information regarding the job title and length of service. If the employee has signed a statement releasing the City from liability, additional information may be given.

City employees may write letters of reference or make recommendations for current or former colleagues, provided they do so in a personal capacity, with the colleague's consent, and not as an official representative of the City. Employees are not permitted to use City letterhead, official titles, email signatures, or any other City resources when writing personal reference letters. Such letters must not imply that the recommendation is made on behalf of, or endorsed by, the City.

CHAPTER 3: PAY AND WORK SCHEDULES

3.1 HOURS OF WORK

The City's standard workweek for full-time employees, except as established differently in a CBA*, is 40 hours, Monday through Sunday.

The City uses a variety of work schedules to meet the diverse service demands of the public. Departments are allowed to establish regular work schedules, including alternative work schedules, provided that they do not conflict with business needs, and subject to the City Manager and HR* approval. Refer to section 3.8 Alternative Work Schedules for further details.

Hours of work are determined by the department director and supervisor and are subject to change at any time.

In the event of an emergency, employees may be required to work an alternative schedule to meet the needs of the City for the duration of the emergency situation. Refer to section 3.10 for further details.

3.2 ABSENCES AND TARDINESS

Regular and punctual attendance is an essential function of every position in the City. If any exempt or non-exempt employee anticipates being absent for an entire day, the employee must notify their supervisor as soon as possible. Excessive absenteeism that is not excused will result in discipline up to and including termination. Failure to report to work without notifying a supervisor may also result in disciplinary action, up to and including termination. An employee who is absent for three (3) or more consecutive shifts without notifying their supervisor will be considered to have voluntarily resigned.

The following guidelines apply specifically to non-exempt hourly employees regarding tardiness and how missed time is managed:

- Hourly employees who are scheduled to start their shift at a predetermined time are expected to arrive on time, ready to begin work.
- Employees who anticipate being more than 15 minutes late must promptly notify their supervisor or designee by phone, email, or text message, unless otherwise specified by their departmental operating procedures.
- Employees will not be compensated for time missed due to tardiness unless otherwise required by law. With prior approval from a supervisor—and if operational

needs permit—employees may be allowed to make up missed time within the same work week, unless otherwise specified in a CBA*.

- If an hourly employee is tardy and does not make up for the missed time within the same work week, the employee's timecard must accurately reflect the actual hours worked.
- FLSA mandated breaks cannot be skipped to offset missed time.
- Employees may request to use available vacation leave or compensatory time to cover the missed time, and subject to supervisor approval.

Repeated or ongoing patterns of tardiness may result in corrective or disciplinary action, up to and including termination, consistent with City policy and applicable laws.

3.3 MEAL AND REST PERIODS

In the interest of maintaining employee's health and fitness for duty, non-exempt employees are entitled to certain meal and rest periods. Unless otherwise specified in a CBA*, meal and rest period entitlement is as follows.

For employees working less than eight (8) hours, the following meal periods and rest breaks will apply in accordance with Washington State law:

- Employees working more than two (2) hours but up to five (5) hours are entitled to:
 - o One paid 15-minute rest break.
- Employees working more than five (5) hours and up to 10 hours are also entitled to:
 - o One unpaid 30-minute meal period, to be taken between the second (2nd) and fifth (5th) hour of the shift, and
 - o One paid 15-minute rest break, scheduled near the midpoint of the work period.

Employees who work more than 10 hours in a workday may be entitled to additional meal and rest periods. The duration and scheduling of meal periods, within these limits, may vary upon the request of the employee or by the direction of the employee's supervisor to meet service needs. Meal periods are unpaid time. Rest breaks are paid time.

Non-exempt employees who are nursing parents are entitled to unpaid breaks during the workday for the purpose of expressing breast milk. Lactation breaks will be paid to the extent they run concurrently with paid rest breaks; any additional time needed beyond paid rest breaks will be unpaid, unless otherwise required by law or a collective bargaining agreement. Refer to section 2.2.4 for additional information regarding Nursing and Lactation Accommodations.

Smoke and vape breaks are not considered paid time unless they occur during an employee's FLSA-mandated 15-minute rest period. Employees who choose to take additional smoke or vape breaks outside of these rest periods must make up missed time.

3.3.1 Employee-Requested Waiver of Meal Period

Employees may choose to waive the required 30-minute meal period. State regulations require that employees “shall be allowed” a meal period and that “no employee shall be required to work more than five (5) hours without a meal period.” The City interprets this to mean an employer must allow a meal period when an employee works five (5) hours or more but may permit an employee to waive it.

To waive the meal period, the employee must submit a written request to their supervisor and HR* for consideration. Approval may be denied at any time for any reason.

An approved waiver may be revoked by the employee or supervisor at any time, at which point the agreement is no longer in effect and the meal period will be provided going forward. Employees must still receive a rest period of at least 15 minutes for every four (4) hours worked. For one-time waivers of a meal period, employees must submit a written request via email or Teams message to their supervisor in advance.

3.4 PAY PROCEDURES

3.4.1 Pay Periods and Paydays

- Timecards must be completed accurately and in accordance with payroll procedures, including manager approval and submission by the established deadline.
- In a standard year, there are 24 paydays
 - On the 5th of each month (for hours worked from the 16th–end of the previous month)
 - On the 20th of each month (for hours worked from the 1st–15th of the month)
- If a designated payday falls on a Saturday, Sunday or holiday, the paycheck for that payday will be provided to each employee on the preceding business day.

3.4.2 Deductions and Withholdings

Employees are required to complete IRS* Form W-4 to establish federal income tax withholding. It is the employee’s responsibility to ensure that their withholding status is accurate and up to date. Employees may update their Form W-4 at any time by submitting a revised form to payroll. Changes will generally take effect in the next available pay cycle following submission.

3.4.3 Direct Deposit and Pay Slips

Employees may enroll in direct deposit by completing an Authorization for Direct Deposit Form and providing required documentation, such as a voided check, to verify routing and account numbers. Employees who wish to receive pay slips via email must complete a separate authorization form.

Employees should promptly report any payroll errors to Payroll. Identified errors will be corrected and processed in the employee's next regular paycheck unless the reported error requires further investigation.

3.4.4 Recovery of Overpayments

Occasionally, payroll errors may occur that result in an overpayment of wages or benefits that an employee is not entitled to. In such cases, the City has both the right and the obligation to recover the overpayment, per Washington State law ([RCW* 49.48.200–.210](#)).

If an overpayment occurs, the City will notify the employee in writing of the overpayment. The notice will include the amount of the overpayment, the basis for the overpayment, and a proposed repayment schedule. Employees may review the supporting documentation and, if necessary, request a meeting with HR* or Payroll to discuss the overpayment and repayment options.

The City and the employee will agree to a repayment schedule through payroll deduction or other means. If the employee does not agree to a repayment schedule, the City may implement deductions as permitted by law.

Recovery will be conducted in compliance with Washington State law ([RCW* 49.48.200–.210](#)) which requires reasonable repayment terms and prohibits recovery that would reduce the employee's wages below the federal or state minimum wage.

The City will not seek recovery of overpayments that occurred more than three (3) years prior, consistent with state law.

If an employee separates from employment before repayment is complete, the outstanding balance may be deducted from their final paycheck to the extent permitted by law.

3.4.5 Tax Returns

Tax returns (IRS* Form W-2) are printed and mailed to the employee's home address on file and will be post marked by January 31st each year.

3.5 COMPENSATION PLAN

3.5.1 Overview

The City's compensation plan uses a salary band and step system for both exempt and non-exempt positions. Each job classification is assigned to a salary band with defined steps for progression.

Salary bands and ranges are set using salary and benefit surveys that compare the City's compensation to the local labor market. These surveys help the City:

- Stay competitive in recruiting and retaining employees.
- Ensure pay practices are fair and accountable.
- Adjust for changes in job requirements, certifications, or market conditions.

Compensation for union or guild-represented employees is established separately through collective bargaining.

3.5.2 Methodology

The methodology for conducting salary and benefit surveys is mutually agreed upon by the City Manager and City Council to ensure a consistent and repeatable procedure. The methodology is comprehensive and the intent with this policy is to highlight key factors. The agreed upon methodology includes:

- Setting how often market data is reviewed (typically every 3–5 years).
- Selecting comparable cities within a 25-mile radius of similar size, economy, and services.
- Using criteria such as population, sales tax per capita, and services provided (e.g., water, sewer, police).
- Comparing job descriptions based on actual duties, skills, and experience, not just job titles (targeting a 75% match).
- Reviewing salary data from these comparable cities for equivalent positions.
- Establishing minimum, mid, and maximum salary ranges for each salary band.

These surveys also evaluate market conditions that affect compensation and benefits, including:

- How competition for employees within the public and private sectors impacts salary and benefits.
- Changes in city operations which create or change positions.
- Modifications made to experience, certifications and educational requirements.

3.5.3 Compensation Practices

Compensation policy decisions must take into consideration the City's overall financial condition and competitive position. Salary ranges are outlined in the City's adopted non-represented staff salary schedule and respective collective bargaining agreements.

New employees generally will be hired at step 1 assigned to their salary band. Supervisors may recommend higher or lower steps depending on an applicant's experience or skill level or other competitive considerations. If a candidate volunteers their salary history, it may not be used as the sole basis for determining the starting step assignment. Department directors may approve a starting wage up to step 3. Anything beyond step 3 must be reviewed and approved by the department director, HR, and the City Manager.

3.5.4 Performance-Based Salary Increases

Employees who meet performance expectations advance to the next step in their salary band based on the following schedule:

Orientation Period:

- Assessment of eligibility: 6-9 months following the date of hire or date of promotion, demotion, or transfer.
- Effective Date: Employees who successfully complete their orientation period advance to the next step in their salary band, effective the day following their six (6)-month anniversary.
 - If the orientation period is extended and successfully completed, the step increase becomes effective on the date the evaluation is delivered.
 - The delayed step increase will not affect the employee's ongoing anniversary date. Please refer to the examples outlined in section 2.7.1 and 2.8.1
- Following the completion of the orientation period, compensation is evaluated annually, 12 months following the 6-month mark.

Annual Evaluations:

- Assessment of eligibility: Step increase eligibility is evaluated annually, twelve (12) months following completion of the six (6)-month orientation period.
- Effective Date: Performance-based step increases take effect one (1) day after the employee's anniversary date*.
- Employees placed on a Performance Improvement Plan (PIP): Step increases will be delayed for a defined period or until performance improves in accordance with the PIP.
 - If performance improves, the step increase will take effect on the date the evaluation is delivered. The delayed step increase will not affect the employee's established anniversary date*. Example below.

Example	Hire date	P/D/T	Start wage/salary step	6-month orientation performance due	6-month orientation performance appraisal	Orientation extension due	Extended performance appraisal	Next wage/salary step, effective date	Next performance evaluation due	Annual performance appraisal	Next wage/salary step, effective date
1. New hire	3/7/2024	N/A	1	9/7/2024	Satisfactory	N/A	N/A	2 effective 9/8/24	9/7/2025	Satisfactory	3 effective 9/8/25
2. New hire	3/7/2024	N/A	1	9/7/2024	Not satisfactory	12/7/24 (e.g. 3 months)	Satisfactory	2 effective 12/8/24	9/7/2025	Satisfactory	3 effective 9/8/25
3. New P/D/T	1/10/2022	5/1/2023	3	11/1/2023	Satisfactory	N/A	N/A	4 effective 11/2/23	11/1/2024	Satisfactory	5 effective 11/2/24
4. New P/D/T	1/10/2022	5/1/2023	3	11/1/2023	Not satisfactory	2/1/24 (e.g. 3 months)	Satisfactory	4 effective 2/2/24	11/1/2024	Satisfactory	5 effective 11/2/24

Table 3.5.4 - Examples of performance-based salary step increase. P/D/T refers to “promotion, demotion, or transfer”.

Refer to section 2.10 for additional information regarding performance evaluations.

3.6 WORK-OUT-OF-CLASS

From time to time, it may be necessary for an employee to assume the full or substantial duties of a higher-level position due to a vacancy, extended absence, or other business need. The City values fairness in compensating employees for such assignments while also being mindful of budgetary constraints.

Unless otherwise stated in a collective bargaining agreement, the following applies.

3.6.1 Eligibility

Selection for working out of class will be based on which employee is most qualified to perform the duties of the higher classification. When multiple employees possess comparable skills and experience, out-of-class opportunities will be offered on a rotating basis. This approach ensures fairness, provides developmental opportunities for a broader group of employees, and helps strengthen departmental bench by allowing more staff to gain hands-on experience in higher-level work.

Employees are eligible for out-of-class pay when:

- The temporary assignment is for at least six (6) ten (10) consecutive workdays and no more than twelve (12) weeks.
- The employee is performing the majority of the essential functions of the higher-level position, not just a portion of the duties.
- The employee assumes substantially higher responsibility consistent with the higher classification.

For special circumstances, such as when an employee is consistently assigned higher-level duties outside their regular job classification, but not the full body of a higher position, the department director may request out-of-class pay for the hours worked performing those higher-level duties.

3.6.2 Rate of Pay

Employees approved for out-of-class pay will receive a 5% increase over their current base salary for the duration of the out-of-class assignment.

3.6.3 Duration and Limits

Out-of-class pay is intended to cover temporary assignments and will generally not exceed six (6) months. Extensions beyond six (6) months require City Manager approval.

Voluntary temporary assignments for training or professional development purposes do not qualify for out-of-class pay.

3.6.4 Process

All out-of-class assignments and pay adjustments must be documented in writing, with approvals by the department director, HR*, and the City Manager prior to the assignment whenever practicable.

Assignments shorter than ten (10) consecutive workdays are considered part of normal position flexibility and are not eligible for out-of-class pay.

3.7 OVERTIME AND COMPENSATORY TIME

Only employees in positions classified as non-exempt* under the federal Fair Labor Standards Act (FLSA*) are eligible for overtime pay or compensatory time off. Employees are required to accurately record all hours worked on their timesheets, including overtime. Falsification, misrepresentation, or failure to report hours worked may result in disciplinary action.

3.7.1 Overtime Eligibility

Unless otherwise stated in a CBA, overtime will be paid at one and one-half (1.5) times the employee's regular rate of pay for:

- Hours worked over 40 in a workweek, or

- Hours worked on a recognized City holiday, unless otherwise agreed by the employee and supervisor/designee.

Overtime is calculated on hours actually worked. Paid leave (vacation, holiday, sick leave, etc.) does not count toward overtime eligibility.

3.7.2 Authorization

Employees must obtain prior approval from their supervisor before working overtime. Working overtime without approval may result in discipline, however, if overtime is worked, it must still be compensated in compliance with the law.

3.7.3 Compensatory Time

- Employees may choose to receive compensatory time off in lieu of overtime pay, at the rate of one and one-half (1.5) hours for each overtime hour worked.
- Requests must be noted on the timesheet at the time the overtime is reported.
- Unless otherwise stated in a CBA, employees may not accrue more than 240 hours of compensatory time per calendar year.
- A maximum of 40 hours of compensatory time may be carried over into the next calendar year, unless an exception is approved by the City Manager.
- Any balance above 40 hours will be paid out annually at the end of the year.

3.8 ALTERNATIVE WORK SCHEDULES

The City supports alternative work schedules, provided they do not disrupt operations or compromise service quality. These schedules are subject to department director, HR*, and City Manager approval. Alternative work schedules are a benefit – not a guaranteed right.

Flexible Work Schedule: Allows variation in start/end times or workdays while maintaining full-time hours.

Compressed Workweek: Extends daily hours to allow additional time off (e.g., “4/10” or “9/80” schedules).

- 4/10 Schedule: when an employee works four 10-hour days per week and consistently has the same day of the week off.
- 9/80 Schedule:
 - o Option 1: when an employee works 80 hours in a two-week period, spread over nine working days vs. the traditional 10 working days. The typical workday is extended from eight hours to nine hours, spread out over eight

days in a two-week period, plus one regular eight-hour workday, for a total of 80 work hours occurring in nine workdays as opposed to 10 workdays. This example provides one “off” day every two workweeks.

- o Option 2: Same as option 1 but the one eight-hour day can be split into two half-days (i.e. work nine hours Monday – Thursday and four hours on Friday).

Depending on the specific alternative work schedule assigned, the City reserves the right to assign different seven-day FLSA* work periods for purposes of tracking and calculating overtime. Alternative work schedules must be structured to avoid unintentional overtime under FLSA.

3.8.1 Eligibility

All full-time employees may be considered for alternative work schedules unless prohibited by a CBA. Requests for alternative work schedules are subject to department director, HR*, and City Manager approval.

Alternative work schedules must not interfere with City operations or reduce service availability.

3.8.2 Request Procedure

Employees must submit a “Request for Alternative Work Schedule Form” to their supervisor and department director for consideration. HR* will review the request for FLSA* compliance.

Approved schedules must be:

- Documented in writing
- Shared with Payroll and HR
- Filed in the employee’s personnel file
- Communicated clearly to all affected staff

Employees wishing to alter their previously approved alternative work schedule may request to do so annually.

3.8.3 Leave and Holiday Pay

- Leave Accrual: Remains unchanged.
- Leave Usage: If a scheduled workday is longer than 8 hours, full leave time must be used to cover the entire scheduled day.

- **Holiday Pay:** Holidays are paid at eight hours. If an employee is scheduled to work more than 8 hours on a holiday, they must use vacation/comp time or adjust their hours in the same week with supervisor approval.
- If a holiday falls on the employee's regular day off, the employee shall take another day off within the same work week (before or after the holiday). In rare cases where the holiday cannot be used within the same workweek, the employee must obtain approval from the department director for alternate arrangements, within reason. Employees should coordinate with their manager to determine a mutually agreed upon day off in advance.

3.8.4 Ending Alternative Work Schedules

Alternative schedules may be ended voluntarily by the employee (with written notice) or at any time by the City, with or without cause. Changes in business needs, staffing, legal mandates, or workload may also result in adjustments to or cancellation of alternative work schedules.

3.8.5 Additional Guidelines

- **Overtime Compliance:**
 - o Non-exempt employees are entitled to overtime pay for hours worked beyond 40 in a defined seven-day workweek in accordance with FLSA*.
 - o Employees must track hours accurately and obtain pre-approval for any extra hours worked. Unauthorized overtime may result in corrective action; however, the City will still comply with all applicable wage laws.
 - o Alternative schedules that consistently result in overtime will not be approved.
- **Policy Conflicts:** If this policy conflicts with City ordinances, a CBA*, and/or federal/state laws, the governing law or agreement prevails.
- **Remote work:** Employees are not permitted to work an alternative work schedule and work remotely.

3.9 REMOTE WORK

The City of Mountlake Terrace supports remote work when it aligns with operational needs and enhances productivity, recruitment, and employee satisfaction. In some instances, allowing more employees to work from home can provide cost savings for the City. Remote work can also benefit the environment by reducing commute-related traffic and emissions.

Remote work is a benefit—not a guaranteed right. The City prioritizes quality public service, strong team collaboration, and positive workplace relationships. These values take precedence over remote work flexibility.

All employees must reside in the state of Washington. All employees are required to report in person on a consistent basis, and no position can be more than 40% remote per work week. In-person coverage must be maintained during all regular business hours, as determined by the City Manager and HR* in coordination with the supervisor and department director.

Remote work may be approved based on factors such as:

- Nature of job responsibilities and onsite requirements (i.e. front desk, lifeguard, facilities maintenance, police officer)
- Employee work performance and consistency
- Suitability of job duties for remote work
- Availability of a safe and ergonomic home workspace
- Team collaboration and relationship-building needs
- Department budget to support equipment and IT* requirements

Remote work may also be approved as a reasonable accommodation due to health, safety, or facility access issues.

Employees working remotely must have appropriate childcare, elder care, or pet care arrangements in place, as if reporting to the office. If this is not feasible, the employee must notify their supervisor.

A signed “Remote Work Agreement” is required before any remote work begins. Remote employees are still subject to all City policies, procedures, and CBAs*, where applicable. Participation in remote work does not change job responsibilities, compensation, or benefits. Supervisors may require in-person attendance with notice, even if not part of a regular schedule.

Remote workers need to be available during agreed upon hours of work by phone or any other outlined communication platform and in regular contact with supervisors and any appropriate co-workers, or customers.

The City may modify or end remote work arrangements at its discretion.

3.9.1 Eligibility

Before entering into a “Remote Work Agreement”, the supervisor, department director, and HR will assess the employee’s suitability based on:

- No record of performance improvement plans in the last 12 months
- No record of or currently under investigation in the last 12 months
- No formal discipline (e.g., written reprimand, suspension, demotion) in the last 12 months
- Employees still in their orientation period need to be present in the office for onboarding and training
- No conflicting Alternative Work Schedule agreement
 - Employees are not permitted to work an alternative work schedule and work remotely.

Job responsibilities must support remote work, such as:

- Tasks that don't require regular in-person availability
- Roles where focused time boosts productivity
- In-person duties that can be scheduled in advance

The Employee is responsible for maintaining an ergonomic, safe, and distraction-free workspace. Technical and security standards must be met (see below). Supervisors and department directors must consider operational needs and fairness across similar roles.

3.9.2 Approval Process

If eligibility and job responsibilities align, HR will provide a Remote Work Agreement, to be reviewed and signed by the employee, supervisor, and department director.

If there is disagreement about remote work approval or agreement terms, the employee may escalate to HR, who will coordinate with the City Manager for additional review. The City Manager's decision is final.

3.9.3 Equipment & Technical Requirements

- Remote employees will be issued a City laptop. Additional equipment may be issued by IT if deemed necessary.
- Employees are responsible for ensuring adequate internet access.
- VPN access must occur only through City-issued laptops—personal computers may not be used.
- IT support is available; employees must maintain and periodically return laptops for updates.
- City equipment may only be used by the assigned employee for work purposes.
- The City does not reimburse for home office costs (internet, furniture, utilities, etc.).

3.9.4 Data Security

Remote employees must:

- Follow all City IT and confidentiality policies
- Never print sensitive data or store it locally
- Lock laptops when away from their workspace
- Keep login credentials private
- Install software updates and maintain secure Wi-Fi networks
- Report lost/stolen devices or data breaches immediately
- Never bring physical records or documents home

3.9.5 Office Supplies

Employees may use standard City office supplies at home for work purposes.

3.9.6 Remote Work Agreement

The Remote Work Agreement must include:

- Number of remote days per week or month
- Overtime approval procedures (if applicable)
- Availability via phone, video, chat, and email during work hours
- Meeting and calendar participation expectations
- Expectations for providing progress reports or status updates
- Workspace safety and ergonomic requirements
- Acknowledgment of all applicable City policies

3.9.7 Workers' Compensation

Injuries sustained while working remotely in the performance of City duties may be covered by workers' compensation. All injuries must be reported to the supervisor immediately.

3.9.8 Hours & Breaks

Remote employees must:

- Follow their assigned work schedule unless otherwise approved
- Take all required meal and rest breaks
- Get supervisor approval before working overtime

- Log and report work activities if requested
- Use appropriate leave for illness or personal needs

3.9.9 Availability and In-Person Attendance

Employees must remain available and responsive during regular work hours. Supervisors may require in-person attendance with reasonable notice (typically 24 hours). Travel from a remote location to a City worksite is considered a non-compensable commute.

Employees are expected to keep their work calendars current, accurately reflecting meetings, work hours, and availability to support effective scheduling collaboration.

3.9.10 Situational Remote Work

Short-term or occasional remote work (e.g., for weather, appointments, or focused tasks) may be approved by a supervisor via email—no formal agreement is required. This is not a substitute for sick leave or time off when illness or other conditions prevent work.

3.10 INCLEMENT WEATHER AND NATURAL DISASTERS

The City is committed to maintaining essential public services during inclement weather or emergency events while prioritizing employee's safety. Unless the City Manager or their designee declares a delay or closure of City facilities, employees are expected to make every reasonable effort to report to work, provided doing so does not endanger their personal safety.

This policy outlines expectations for reporting to work, closure notifications, compensation, and procedures during delays or closures. The City Manager or their designee retains final authority on closures, compensation, and related procedures when situations fall outside the scope of this policy.

Unless otherwise stated in a collective bargaining agreement, the following applies.

3.10.1 Closure Types

- Delayed Start: Any or all facilities will open later than normal business hours to allow time for road clearing, improved visibility, or other safety measures before employees begin their commute.
- Early Release: Employees are dismissed from work before the standard workday to ensure safe travel home during deteriorating conditions such as heavy snow, ice, or other emergencies.

- Full-Day Closure: Any or all facilities closed for the entire business day due to severe weather or emergency conditions.

3.10.2 Essential Personnel

Employees designated as essential (e.g., maintenance and law enforcement personnel) must follow the provisions outlined in their respective collective bargaining agreements for inclement weather and emergencies.

3.10.3 Non-essential Personnel

Reporting to Work:

- Employees are expected to report as scheduled unless officially notified of a delay or closure.
- If travel is unsafe, employees may stay home or leave early but must notify their supervisor by phone before their shift begins or before leaving early.
- Failure to report or contact a supervisor during a partial-day closure may result in disciplinary action.

Notification of Closures:

- The City Manager or their designee will determine full-day, delayed start, or early release of any or all facilities.
- Notifications of delayed start or full-day closures will be issued via City Alerts text system and posted on the City website, typically by 6:00 am. A secondary notification will be sent to City-issued email addresses.
- Notifications of early release will be sent in the same capacity as soon as a decision is finalized.
- Employees are responsible for signing up for City Alerts. Those without regular email access must ensure they are registered for alerts.
- Recreation employees shall refer to section 3.10.6 for additional guidance.

3.10.4 Compensation Guidelines, Non-exempt Employees

Delayed Start / Early Release:

- If an employee reports to work before a delayed opening is announced and works during the closure period, they may leave early later that day or on another day within the same week, for the same number of hours worked during the closure, in coordination with their supervisor.
- If the City closes any or all facilities partway through the day, or sends employees home early due to program adjustments, employees who reported to work will receive pay for their scheduled shift, with no leave charged.

- o In all cases, employees should record their time as if they worked a full, regular shift and record emergency leave on their timesheet.
- Employees who do not report to work and/or fail to contact their supervisor during a partial-day closure must use paid leave (vacation, comp time, or day of choice) for the number of hours the facility was open during their scheduled shift. Sick leave is not allowed for this type of absence unless approved by the supervisor under other qualifying circumstances.
 - o Employees should record emergency leave on their timesheet for the hours of the closure and account for any additional leave used during the remainder of their shift.
- This policy does not apply to shifts impacted by field closures due to rain or other hazardous weather conditions.

Full-Day Closure:

- Employees will be paid their regular or scheduled pay for the day(s) in which any or all facilities are closed for the entire duration of business hours.
- If an employee reports to work before a full-day closure is announced and works during the closure period, they shall leave immediately and may leave early on another day within the same week, for the same number of hours worked during the closure, in coordination with their supervisor.

Non-exempt employees who are on prescheduled vacation or sick days may not convert their vacation, sick, or day of choice time to fewer hours because other employees were released from work due to inclement weather or other emergencies.

3.10.5 Compensation Guidelines, Exempt Employees

In all instances, employees who are exempt from overtime and work at least part of each day of closure will be paid their regular salary for that day. In situations other than the closure of any or all facilities, the City Manager will determine whether such employees will receive their regular salary for absences of more than one full day.

Exempt employees who are on prescheduled vacation or sick days may not convert their vacation, sick, or day of choice time to fewer hours because other employees were released from work due to inclement weather or other emergencies.

3.10.6 Recreation Employees

In most instances, Recreation staff will follow the Edmonds School District's recommendations regarding closure of schools due to inclement weather.

Full-day School Closure:

- The City Manager or their designee, at their discretion will determine if the Recreation Pavilion will close.
- In instances when the Edmonds School District has canceled school due to inclement weather and/or unsafe conditions, the Recreation Pavilion will close.

Delayed Start:

- If the Edmonds School District has a two-hour late start, the Recreation Pavilion will open at 8:00 am for drop-in programs.
- Junior Kids Krew and all Kids Krew sites will also start two hours late, opening at 8:30 a.m. (instead of 6:30 a.m.).
- In this situation, Preschool and Kindergarten Readiness will be canceled.
- Swimming lessons and dance classes scheduled during the delay will be cancelled; later classes will run as scheduled.
- All classes held after the delay will begin at their regularly scheduled time.

Early Release: Employees who are sent home without prior notice due to early release will be paid for the remainder of their scheduled shift.

Weekend: Facility updates will be posted at least two (2) hours before opening.

The Recreation and Parks Director or designee may issue additional guidance as needed.

3.11 PLANNED FACILITY CLOSURES (NON-WEATHER)

3.11.1 Overview

A planned facility closure may occur due to scheduled maintenance, pre-planned construction, or other circumstances beyond the City's control. When a planned facility closure occurs, services or programs may be canceled, and scheduled work may no longer be needed.

The City Manager or their designee retains final authority to determine facility closures, staffing assignments, compensation, and related procedures when circumstances fall outside the scope of this policy.

3.11.2 Notice and Scheduling

The City will provide advance notice of planned facility closures. Employees will be informed of the closure, any alternative work arrangements, or reassignments so they may plan accordingly.

3.11.3 Part-time employees (regular or orientation status)

As planned closures are known in advance:

- Employees will generally not be scheduled to work during a planned facility closure and will not be compensated.
- When feasible and based on operational needs, affected employees may be offered the opportunity to be reassigned to another shift or date to make up for lost hours, subject to supervisor approval.
- Employees may request to use available accrued leave to cover missed wages resulting from a planned facility closure, subject to supervisor approval and applicable leave policies.

3.11.4 Three-quarter and full-time employees (regular or orientation status)

For a planned facility closure that prevents employees from working at their usual facility:

- Employees will be assigned to another City facility, alternative duties, or approved remote work when feasible and will be compensated in accordance with their regularly scheduled work hours.
- If no alternative work is available, employees will be directed not to report to work and will not be required to use accrued leave for the scheduled hours affected by the closure.
- If an employee declines an offered alternative work assignment, the employee will not be paid for the affected scheduled hours and will be required to use available accrued leave.

3.12 UNPLANNED FACILITY CLOSURES (NON-WEATHER)

3.12.1 Overview

An unplanned facility closure may occur due to equipment failure, safety concerns, utility outages, or other circumstances beyond the City's control. When an unplanned closure occurs, services or programs may be canceled, and scheduled work may no longer be needed.

The City Manager or their designee retains final authority to determine closures, staffing assignments, compensation, and related procedures when circumstances fall outside the scope of this policy.

3.12.2 Notification and Scheduling

The City will make reasonable efforts to notify employees as soon as practicable when an unplanned facility closure occurs. Notification of closure will be issued via City Alerts text system and posted on the City website. A secondary notification will be sent to City-issued email addresses.

If it is determined that the facility will remain closed on subsequent day(s) following the initial unplanned closure, employees will be notified at least 24 hours in advance.

3.12.3 Part-time employees (regular or orientation status)

- Employees who were scheduled to work and are impacted by a same-day unplanned facility closure will be compensated for their scheduled shift, as if worked, unless otherwise required by law or a collective bargaining agreement.
- If it is determined that the facility will remain closed on subsequent day(s) following the initial unplanned closure, regular part-time and orientation status part-time employees will not be paid for canceled shifts on those future dates as long as the impacted employees are notified before or by close of business the day preceding the unplanned closure.
- When feasible and based on operational needs, affected employees may be offered the opportunity to be reassigned to another shift or date to make up for lost hours, subject to supervisor approval.
- Employees may request to use available accrued leave to cover missed scheduled hours resulting from an unplanned facility closure, subject to supervisor approval and applicable leave policies.

3.12.4 Three-quarter and full-time employees (regular or orientation status)

For an unplanned facility closure that prevents employees from working at their usual facility:

- Employees will be assigned to another City facility, alternative duties, or approved remote work when feasible and will be compensated in accordance with their regularly scheduled work hours.
- If no alternative work is available, employees will be directed not to report to work and will not be required to use accrued leave for the scheduled hours affected by the closure.
- If an employee declines an offered alternative work assignment, the employee will not be paid for the affected scheduled hours and will be required to use available accrued leave.

CHAPTER 4: STANDARDS OF EMPLOYEE CONDUCT

4.1 CODE OF ETHICS

It is important to establish certain expectations regarding employee conduct to ensure efficient City operations, and for the benefit and safety of all employees. As a general matter, employees should conduct themselves in a professional manner and use good judgment in performing their job duties. Conduct that interferes with City operations, is detrimental to the City, and/or is disruptive or offensive to coworkers or the public will not be tolerated.

It is not possible to list all of the forms of behavior that are considered unacceptable in the workplace. The following are examples of behavior that is against City policy and that will result in disciplinary action, up to and including termination of employment:

- Contributing to unsanitary conditions (e.g. leaving food, beverages, or other perishable items in work areas that cause odors or attract pests)
- Contributing to unnecessary clutter or excessive accumulation of materials (e.g. storing materials, recycling, or other discarded materials that block walkways, access to equipment, or create safety or fire hazards)
- Smoking in prohibited areas
- Working overtime without prior approval from a supervisor
- Misusing City communication systems or devices including City-administered social media accounts. Refer to section 4.9 for additional guidance regarding social media policies.
- Representing or implying you speak on behalf of the City without proper authorization
- Engaging in non-job-related political activity during work time or using City resources for campaign or advocacy purposes, consistent with [RCW* 42.17A.555](#)
- Unauthorized absences, or excessive tardiness or absenteeism
- Failure to perform assigned duties or performing duties in an unsatisfactory manner
- Sleeping or otherwise doing personal tasks while on duty (e.g. using personal phone, online shopping, personal phone calls, etc.)
- Failing to report a workplace injury or accident to a supervisor and HR immediately
- Violating safety procedures or policies, or otherwise endangering self, employees, or others
- Failing to report an invalid driver's license in a timely manner (if driving a City vehicle)
- Carrying unauthorized passengers in a City vehicle
- Using abusive or offensive language, or yelling at employees
- Threatening, intimidating, coercing, or displaying public disrespect toward other employees, supervisors, or residents, customers, contractors, and consultants

- Bullying, or deliberate and targeted mistreatment of any individual
- Making, publishing, or repeating false, malicious, or damaging statements about employees, supervisors, or residents
- Engaging in any form of sexual or unlawful harassment
- Engaging in any form of retaliation.
- Engaging in any form of discrimination up to and including demeaning jokes, slurs, or comments about age, race, national origin, citizen or immigration status, gender identity, sexual orientation, disability, religion, or other protected class.
- Dishonesty in any form
- Failing to fully cooperate with a City investigation except where legal rights apply
- Disclosing confidential information about City operations, employees, or constituents
- Disclosing personnel matters to members of the public without proper authorization
- Improper handling of cash or financial transactions
- Falsifying or altering City records or reports (e.g., timecards, applications, financial records)
- Misusing, stealing, destroying, damaging, wasting, or unauthorized use of City or employee property, supplies, or utilities
- Giving or receiving bribes
- Gambling while on City property or at a City-sanctioned event
- A willful and deliberate refusal to comply with a supervisor's lawful and reasonable instructions or a challenge to their authority
- Negligence or misconduct resulting in injury to self or others, or damage to City property
- Reporting to work under the influence of alcohol, illegal drugs, or controlled substances
- Using, selling, dispensing, or possessing illegal drugs or narcotics on City premises
- With the exception of a law enforcement officer, possession of firearms, explosives, or weapons
- Violating the City's workplace violence policy (see section 5.5)
- Theft, vandalism, or other criminal activity

4.1.1 Complaint Procedure

Employees who witness what they believe to be a violation of the guidelines for business and ethical conduct should report their observations to HR or their supervisor. HR will address reported complaints as appropriate. In the event that a complaint is made against an employee within the HR department, an investigation will be conducted by the City Manager, their designee, or an authorized third party designated by the City. All reports will be investigated promptly.

The confidentiality of all parties will be safeguarded to the extent possible while conducting a thorough investigation and administering disciplinary action, if appropriate. Findings and outcomes will be shared in general terms with both the complaining party and the subject of the complaint, unless disclosure conflicts with applicable federal or state employment laws. If the substance of the complaint is established on a more likely than not basis, the offending employee will be subject to disciplinary action, up to and including termination.

Complaints made against an employee(s) by a vendor, contractor, consultant, customer, member of the public, or any external party will be taken seriously and investigated promptly. The City Manager, their designee, or an authorized third party designated by the City, will oversee the investigation to ensure fairness, timeliness, and compliance with applicable laws and City policies. Employees are expected to cooperate fully in such investigations. Appropriate action will be taken based on the findings.

4.2 ANTI- HARASSMENT

The City is committed to maintaining a safe, respectful work environment that is free from all forms of harassment. Harassment based on race, color, religion, national origin, sex (including pregnancy), gender identity, sexual orientation, age, disability, genetic information, marital status, veteran status, or any other status protected by federal, state, or local law is strictly prohibited.

Harassment of employees, applicants, contractors, volunteers, or members of the public by any City employee, elected official, or other third party will not be tolerated and may be subject to discipline up to and including termination.

This policy complies with Title VII of the Civil Rights Act of 1964, the Washington Law Against Discrimination ([RCW* 49.60](#)), and other applicable local and federal laws.

4.2.1 Definitions

Harassment: Harassment may be verbal, nonverbal, physical, or visual and includes behavior that targets or demeans an individual or group based on protected characteristics such as race, color, national origin, religion, age, sex, sexual orientation, gender identity or expression, disability, marital status, pregnancy, or any other status protected by law, or offensive working environment that unreasonably interferes with an employee's ability to perform their job.

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment:
 - o Nicknames, slurs, or derogatory comments
 - o Offensive or unwelcome remarks regarding a person's identity or appearance
 - o Racial or ethnic jokes
 - o Threats, verbal intimidation, or abuse
 - o Mocking religious beliefs or traditions
- Nonverbal or visual harassment:
 - o Display or circulation of offensive or demeaning images, drawings, memes, or written materials
 - o Distribution or posting of materials that ridicule, insult, or belittle others based on protected characteristics
- Behavioral harassment:
 - o Mocking or imitating someone's accent, speech, movement, or mannerisms in a degrading way
 - o Belittling an individual's disability or cultural practices
 - o Repeated, unwelcome staring, gestures, or facial expressions
 - o Creating an intimidating presence or stalking another employee
- Exclusionary conduct:
 - o Intentionally excluding individuals from meetings, activities, or opportunities due to protected characteristics
 - o Ignoring input or contributions based on bias of a protected class

Sexual Harassment: Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964 and is prohibited under the City's anti-harassment policy. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment,
- Submission to or rejection of such conduct is used as the basis for employment decisions, or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Examples of sexual harassment may include, but are not limited to:

- Verbal Sexual Harassment

- o Sexual innuendos, suggestive or lewd comments
- o Jokes or stories of a sexual nature
- o Sexual propositions or requests for sexual favors
- o Repeated and unwelcome requests for dates
- o Verbal abuse, “kidding,” or teasing that is sexual in nature and unwelcome
- o Comments about a person’s body or sexual activities
- Nonverbal or Visual Sexual Harassment
 - o Display or circulation of sexually suggestive or explicit materials, including posters, calendars, drawings, or images
 - o Lewd or obscene gestures
 - o Suggestive or insulting sounds (e.g., whistling, kissing noises)
 - o Leering or prolonged staring in a sexual manner
 - o Sexual content in emails, text messages, letters, notes, or online posts
 - o Sharing or viewing inappropriate content on workplace devices or platforms
- Physical Sexual Harassment
 - o Unwelcome touching of any kind
 - o Cornering, blocking, or restricting movement
 - o Any form of coerced sexual activity, including attempted or actual sexual assault

4.2.2 Reporting & Discipline Procedures for all Types of Harassment

All employees are encouraged to report any incidents of harassment, whether experienced directly or observed in the workplace. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

How to Report: Employees may report harassment to any of the following:

- Their supervisor,
- Any department director,
- Human Resources, or
- City Manager or designee

Reports can be made verbally or in writing and may be submitted anonymously; however, anonymity may limit the City’s ability to fully investigate the complaint.

Supervisor Responsibilities: Supervisors who receive a complaint or become aware of potential harassment must immediately report the matter to HR, even if the employee requests confidentiality or does not want the issue to be escalated. Supervisors who knowingly allow or tolerate discrimination, harassment or retaliation, including the failure

to immediately report such misconduct to HR, are in violation of this policy and subject to discipline, up to and including termination.

Investigation Process: The City takes all allegations of harassment seriously and will promptly initiate a fair and thorough investigation. Investigations will be conducted with as much discretion and confidentiality as possible, consistent with the need to conduct an effective investigation and comply with public records laws.

The investigation process may include:

- Interviewing the complainant, the accused, and any witnesses
- Reviewing relevant documents or evidence
- Making a factual determination based on the findings

Both the complainant and the accused will be informed of the outcome of the investigation as needed and to the extent permitted by law.

Disciplinary Action: If the investigation determines that a violation of this policy has occurred, appropriate disciplinary action will be taken, up to and including verbal or written warnings, suspension, or termination of employment. Disciplinary action may also be taken against individuals who knowingly make false accusations or interfere with the investigation process.

Protection from Retaliation: Retaliation against anyone who reports harassment, participates in an investigation, or opposes harassment is strictly prohibited. Any acts of retaliation should be reported immediately and will be subject to disciplinary action.

4.2.3 Training and Prevention

The City provides regular training to all employees and supervisors on preventing harassment of any kind in the workplace. Participation in such training may be required as a condition of employment or continued employment.

4.2.4 Additional Resources

Employees may also file complaints with external agencies, including:

Washington State Human Rights Commission (WSHRC)

Phone: 1-800-233-3247

Website: <https://www.hum.wa.gov/>

U.S. Equal Employment Opportunity Commission (EEOC)

Phone: 1-800-669-4000

4.3 CONSENSUAL RELATIONSHIPS

4.3.1 Consensual Relationships Between Employees

The City strongly discourages romantic or sexual relationships between supervisors and employees they supervise, either directly or indirectly. These relationships can create real or perceived conflicts of interest, favoritism, or unfair treatment. They may also raise concerns about whether the relationship is truly voluntary, given the power imbalance involved.

If such a relationship does occur, it must be reported to HR*. This requirement applies when:

- One person supervises or manages the other directly or indirectly, or
- Both work in the same department and one holds a supervisory role.

Reporting is required to avoid potential claims of harassment and to maintain a respectful workplace. This policy does not apply to employees in different departments with no reporting relationship.

Once reported, HR will assess the situation to determine whether a change in reporting structure, department, or role is necessary. If a transfer is needed and both parties are eligible for other positions, they may decide who will transfer. If no agreement is reached, or if positions are limited, management will decide based on minimizing disruption to the organization.

If no alternative positions are available, the parties may be asked to end the relationship or consider other employment options.

4.3.2 Employee Relationships with Residents, Vendors and Other Business Affiliates

Employees are expected to maintain a courteous, business-like, and professional relationship with residents, vendors and other business affiliates.

4.4 OFFICE ETIQUETTE

The City expects its employees to maintain a respectful workplace through mindful behavior and shared accountability. These guidelines are designed to help us work well together in shared spaces, from open office areas to conference rooms.

4.4.1 Personal Space

- Do not enter someone's workspace without permission.
 - Avoid looking over cube walls or at computer screens without consent.
 - Don't engage in conversations that you overhear but weren't invited to join.
- Do not use or remove someone else's supplies, equipment, or personal items without their permission.

4.4.2 Noise Levels

- Keep conversations brief and quiet when near another's workspace. If it lasts more than a minute or may be disruptive, move to a private space.
- Be extra mindful in high-traffic areas like stairways and hallways—noise carries.
- For meetings or phone calls using speakers, music, training videos or webinars, always close the door or use headphones.
- Keep phone ringers at low volume and silent when away from your desk.

4.4.3 Interruptions

- Before starting an impromptu conversation, ask: "Is now a good time?"
- It's okay not to greet someone who is clearly focused—avoid interrupting their workflow.
- Don't linger in someone's space to chat while they're working.

4.4.4 Shared Spaces

- Clean up after yourself in kitchens, break rooms, and conference rooms.
- Leave conference rooms tidy: throw away trash, wipe down surfaces, and shut down equipment.
- Adhere to "Conference Room Media Usage Guide" when utilizing audio/video equipment in any shared space or conference room.
- If you use the last of any shared item, notify the appropriate department, replace or replenish it.

4.4.5 Personal Presentation

- Employees who work in an office environment are expected to maintain a professional standard of dress, grooming, and hygiene appropriate to their job duties and level of public interaction.
- Clothing should be clean, in good condition, and free of rips, holes, or visible stains.
- Personal hygiene must be maintained to avoid creating an offensive or distracting environment.

- Inappropriate clothing includes items with excessive wear, and shirts with ads, political or offensive content.
- Some positions may require uniforms or City-branded attire, depending on job duties.

4.4.6 Scent Sensitivity

- Avoid wearing strong fragrances or using scented lotions, hair products, air fresheners, or cleaners in shared areas. These can cause allergic reactions or discomfort for others.
- Be mindful of strong-smelling foods (e.g., fish, broccoli, burnt popcorn). Keep these in break rooms and avoid eating them in open work areas.

4.5 DRUG-FREE WORKPLACE

The City of Mountlake Terrace is committed to providing a safe, healthy, and productive work environment. In compliance with the Drug-Free Workplace Act of 1988, applicable federal and state laws, and City policy, the unlawful manufacture, possession, distribution, sale, dispensing, or use of alcohol or controlled substances in the workplace is strictly prohibited.

The City's drug-free workplace policy has two primary objectives:

- To protect the safety of employees and the public.
- To support the wellbeing of employees by providing access to resources for education, treatment, and recovery.

4.5.1 Smoke, Vape, and Tobacco-Free Workplace

For health and safety considerations, and in accordance with State law, smoking, vaping, and tobacco use in any form is prohibited in all City facilities, including City-owned or leased buildings, vehicles, offices and parks. Employees may smoke or vape outside only in designated smoking areas at least 25 feet from any door or ventilation equipment. Smoking and vaping while performing work duties is prohibited. Refer to section 3.3 for guidance on smoke and vape breaks.

4.5.2 Prescription and Over-the-Counter Medications

The lawful possession and use of medically prescribed or over-the-counter drugs during working hours is permissible. However, employees must notify their supervisor if such

medication may cause adverse side effects that impair their ability to safely or effectively perform job duties. Prescribed medications must only be consumed as directed by a physician.

4.5.3 Fitness for Duty

Employees are expected to report to work free from impairment caused by alcohol, marijuana, controlled substances, or misuse of prescription or over-the-counter medications. Marijuana, whether recreational or medical, remains prohibited in the workplace and may not be used during working hours, consistent with federal law and safety requirements.

4.5.4 Drug and Alcohol Testing

The City may require an employee to submit to drug or alcohol testing when reasonable suspicion exists that the employee is under the influence. Reasonable suspicion must be based on specific, contemporaneous, and articulable observations concerning an employee's appearance, behavior, speech, body odor, or work performance.

Drug and alcohol testing will generally follow procedures in effect for employees operating commercial vehicles under the federal Omnibus Transportation Employee Testing Act (OTETA*) and Department of Transportation (DOT*) regulations. Refusal to submit to testing may result in disciplinary action, up to and including termination.

4.5.5 Employee Assistance and Rehabilitation

The City encourages employees who are concerned about alcohol or drug use to seek confidential counseling, treatment, and/or rehabilitation through the Employee Assistance Program (EAP*) or other appropriate resources. Employees seeking assistance, whether voluntarily or as part of a referral, will not be subject to retaliation or discrimination.

- Seeking treatment does not excuse misconduct or poor performance.
- Employees who seek treatment remain subject to all City rules and job performance standards.
- Disciplinary action will take into account the employee's participation in recommended rehabilitation and the seriousness of any offenses committed while impaired.

Information regarding employee participation in treatment will be treated as confidential, disclosed only to City management personnel when required for legitimate business necessity or as otherwise required by law.

Please refer to section 6.8 for additional details regarding EAP support.

4.5.6 Criminal Drug Convictions

In compliance with the Drug-Free Workplace Act, any employee who is convicted of a criminal drug statute violation that occurred in the workplace must notify the City in writing within five (5) calendar days of the conviction. The City is required to notify the appropriate federal contracting agency within ten (10) days of receiving such notice.

Employees convicted of workplace drug violations may be subject to disciplinary action, up to and including termination, and/or may be required to participate satisfactorily in an approved rehabilitation or treatment program.

4.5.7 Disciplinary Action

Employees who violate this policy are subject to corrective or disciplinary action, up to and including termination, consistent with federal and state law, collective bargaining agreements, and City policy.

4.5.8 Resources

If you feel like you may have a problem with drug or alcohol addiction, visit <http://www.samhsa.gov> for information on how to get help.

Read a fact sheet about drug and alcohol disorder:
<https://www.nimh.nih.gov/health/topics/substance-use-and-mental-health/index.shtml>

Learn more about Alcoholics Anonymous:
<https://www.aa.org/>

Learn more about Narcotics Anonymous:
<https://www.na.org/>

Learn more about Al-Anon:
<https://al-anon.org/>

4.6 WHISTLEBLOWER AND REPORTING IMPROPER GOVERNMENTAL ACTIONS

In compliance with the Local Government Whistleblower Protection Act ([RCW* 42.41](#)), the City encourages employees to disclose and report any improper governmental action taken by City officials or employees without fear of retaliation. This policy also safeguards legitimate employer interests by encouraging complaints to be made first to the City, with a process provided for prompt resolution.

4.6.1 Definitions

As used in this policy, the following terms shall have the meanings indicated:

- Improper governmental action means any action by a City of Mountlake Terrace official or employee that is undertaken in the performance of the officer's or employee's official duties, whether or not the action is within the scope of the officer's or employee's employment and that is:
 - o In violation of any federal, state, or local law, or
 - o An abuse of authority, or
 - o Of substantial and specific danger to public health or safety, or
 - o A gross waste of public funds

Improper governmental action does not include employee grievances, complaints, appointments, promotions, transfers, assignments, reinstatements, re-employment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of collective bargaining or civil service laws, or reprimands, as these are considered personnel matters.

- Retaliatory action means:
 - o Any adverse change in the terms and conditions of employment
 - o Hostile actions by one employee toward another that are encouraged by a supervisor, manager, director, or other official
- Emergency means:
 - o A circumstance that if not immediately changed may cause damage to persons or property.

4.6.2 Whistleblower Procedure for Reporting Improper Governmental Action

- Employees who become aware of improper governmental action should raise the issue first with their supervisor.
 - o If requested by the supervisor, the employee shall submit a written report to the supervisor, or to some person designated by the supervisor, stating in detail the basis for the employee's belief that an improper governmental action has occurred.
- Where the employee reasonably believes the improper governmental action involves the employee's supervisor, the employee may raise the issue directly with HR* or the City Manager. This should be done as soon as the employee becomes aware of the improper action.
- In the event a particular complaint involves allegations of criminal behavior, the City may refer the matter to the appropriate law enforcement authorities.
- If the complaint involves allegations of criminal behavior that may cause immediate harm to an individual or to property, the complaining employee may first report the

matter to the Police Department before initiating the procedures described in this policy.

- The City Manager, or their designee, shall take prompt action to assist the City in properly investigating the report of improper governmental action.
- Officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under the law, unless the employee authorizes in writing the disclosure of the employee's identity.
- After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigation, except the personnel actions taken as a result of the investigation may be kept confidential (to the extent permitted by law).
- In an emergency where the employee believes that personal injury or property damage may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action, such as:
 - o Snohomish County Prosecuting Attorney
 - o Attorney General, State of Washington
 - o U.S. Attorney (Western District of Washington)

As noted above, the employee may also report an emergency criminal matter to the Police Department or another law enforcement agency.

Employees may report information about improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action if the employee reasonably believes that an adequate investigation was not undertaken by the City to determine whether an improper governmental action occurred; or that insufficient action was taken by the City to address the improper action, or that for other reasons the improper action is likely to recur.

Employees who fail to make a good faith attempt to follow the City's procedures in reporting improper governmental action shall not be entitled to the protection of this policy against retaliation, pursuant to [RCW* 42.41.030](#).

4.6.3 Protection Against Retaliatory Actions

Officials and employees are prohibited from taking retaliatory action against an employee because the employee has, in good faith, reported improper governmental action in accordance with these procedures.

An employee who believes they have been retaliated against must provide written notice to their appointing authority, supervisor, or designee within 30 days of the alleged retaliatory action, as required under [RCW* 42.41.040](#). If the supervisor is allegedly involved, notice may be provided to the department director, City Manager, or other designated authority.

The written notice must specify the retaliatory action alleged and the relief requested. Represented employees may elect to pursue such issues through the labor agreement grievance process, in which case the procedures that follow would not apply.

After receiving the City's response to the retaliation complaint, or 30 working days after the delivery of the complaint to the City, the employee may request a hearing before a state administrative law judge to establish that a retaliatory action occurred and to obtain appropriate relief provided by law. An employee seeking a hearing should deliver the request for hearing to the department director or City Manager within the earlier of either 15 working days after delivery of the City's response to the complaint of retaliation, or 45 working days after delivery of the employee's complaint of retaliation to the City. Upon receipt of the request for hearing, the City shall apply within five (5) working days to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge.

4.6.4 Management Responsibilities

HR* is responsible for implementing the City's policies and procedures for reporting improper governmental action and for protecting employees against retaliatory actions. Policies and procedures must be:

- Permanently posted where employees will have reasonable access to them,
- Made available to any employee upon request, and
- Provided to all newly hired employees.

Officers, directors, managers, supervisors and directors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy and these procedures may result in appropriate disciplinary action.

Please refer to Appendix A for a complete list of agencies responsible for enforcing federal, state, and local laws and investigating other issues involving improper governmental action. Employees who have questions about these agencies or the procedures for reporting improper governmental action are encouraged to contact HR.

4.7 WORKPLACE PRIVACY

The City regards all City vehicles, desks, computers, furniture, lockers, workspaces, data, programs, and other property acquired by, developed for, or located in any City facility as City property. These resources are provided to employees for use in the course of City business. Employees have no reasonable expectation of privacy in their use of City property.

The City reserves the right to inspect or search its property at any time, with or without notice, when authorized by the City Manager, department director, or designee, for legitimate work-related reasons such as:

- Maintaining security and safety,
- Investigating suspected misconduct,
- Protecting City assets, or
- Complying with legal or regulatory obligations.

Searches will be conducted in a professional manner, and, where practicable, in the presence of more than one authorized individual.

4.7.1 Personal Property

Employees should avoid bringing personal items of value to work. Personal property kept on City premises (e.g., in lockers, desks, or vehicles) may be subject to search when there is a legitimate work-related purpose or as part of an investigation.

Employees may not place personal locks on City property unless specifically authorized. Where locks are permitted, a key or combination must be provided to the City to ensure access for safety or investigatory purposes and may be removed.

4.7.2 Electronic Systems

All electronic systems, including City computers, networks, email, and City-issued cell phones, are the property of the City and must be used primarily for City business. Employees should be aware that the City may monitor, access, or review communications, files, or other data stored on or transmitted through City systems, subject to applicable laws. Additional details regarding electronic systems can be found in the Acceptable Use Policy for Information Network.

4.7.3 Legal Compliance

This policy will be applied in compliance with federal and Washington State law, including:

- The Fourth Amendment and Washington State Constitution Article I, Section 7, which limit unreasonable searches (but generally do not extend full privacy rights to employer-owned property used for work),
- The Electronic Communications Privacy Act (ECPA*), which permits employer monitoring of City-owned devices and systems with a legitimate business purpose, and
- Applicable public employment laws and collective bargaining agreements.

4.7.4 Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

4.8 USE OF ELECTRONIC COMMUNICATIONS EQUIPMENT

The City's electronic communications equipment and resources are provided for the benefit of providing services to the public, and they are to be used only for that purpose, except as otherwise explicitly stated in written policies. Users of this equipment are responsible for its safe and appropriate usage and will be held accountable for their actions in accessing information, utilizing network and stand-alone computer services, expending limited resources and posting information in any form or in communications on a networked or stand-alone computer. To this end, employees are responsible for safeguarding the security of their access password or other codes and equipment assigned for their use.

When employees use the City's devices, they create City documents using City assets. Devices, telephones, printer and the information stored on them are City property and as such computer data, voicemail messages, electronic mail messages, and other data may be subject to search or review as part of a random review of City assets or an investigation in response to a specific incident or public records request.

The display or transmission of any political message or image for the purpose of lobbying or endorsing a candidate or political message is not permitted on City-owned devices. This applies before, during or after business hours, and applies whether or not on City property. Refer to section 4.11 for additional information on political activities.

Unethical, illegal or unacceptable use of electronic communications equipment may result in disciplinary action, up to and including termination.

All employees who are assigned a device to use as part of their job will receive a copy of the City's current acceptable use policy which contains detailed information about the use of the City's electronics communications systems.

4.9 SOCIAL MEDIA

The City recognizes that social media is a common way to connect with others and share ideas. It can also be a useful tool for the City to engage with the community. Because social media use carries certain risks, this policy sets out expectations for both official City use and employees' personal use. This policy applies to all City employees.

“Social media” includes any online communication platform such as Facebook, Instagram, X/Twitter, Tik Tok, Threads, LinkedIn, YouTube, blogs, forums, chat rooms, and commenting on online news articles, or similar sites.

4.9.1 Official City Social Media and City Website Use

The City may use social media to share information and connect with the public. To ensure accuracy and compliance:

- All official City accounts and content must be approved by the City Manager or designee and managed by the Communications and Community Engagement Manager.
- Pages must clearly show they are maintained by the City and include City contact information.
- Content must comply with laws, City policies including the City’s Social Media and Printed Media Sharing Policy, and public records/retention requirements. Social media content is subject to public disclosure laws.
- Pages must note that visitor comments do not represent the City, that offensive or off-topic comments may be removed, and that all posts are public record.

4.9.2 Personal Use of Social Media at Work

- City equipment, networks, and devices are for business purposes only.
- Employees may not use City technology for personal social media activity.
- Limited personal use of social media on personal devices is allowed during breaks, as long as it is out of public view and does not interfere with work.

4.9.3 Personal Use of Social Media Outside of Work

Employees may use social media on their own time, but certain rules apply:

- Separate personal from official roles: If you identify yourself as a City employee, make it clear you are speaking personally, not on behalf of the City.
- Protect confidential information: Do not post or share City records, documents, or internal matters.
- Be respectful: Avoid posts that attack, ridicule, or harass coworkers, supervisors, or members of the public.
- Understand limits on speech: Public employees have free speech rights, but those rights do not protect speech that disrupts workplace operations, damages working relationships, or undermines public trust. Examples of unprotected speech may include social media postings that harass, threaten, or bully others; show bias

toward protected groups (e.g., race, gender, religion, sexual orientation, etc.); make false or malicious accusations; or otherwise violate any law or City policy. Such conduct may lead to discipline, up to and including termination.

- Raise concerns appropriately: If you have a workplace concern, use internal reporting channels (e.g., harassment, whistleblower, or ethics reporting policies). Posting complaints online is discouraged, but if you do post, avoid language that is malicious, obscene, harassing, or discriminatory.

4.10 SALES, CANVASSING, SOLICITATION, AND RELATED ACTIVITIES

The purpose of this policy is to prevent interference with City employees' ability to perform their jobs, to avoid the misuse of City facilities, resources, and funds, and to preserve the City's actual and the appearance of its independent, non-political status. To this end, passive forms of solicitation may be allowed in designated areas with the approval from the City Manager. Examples of passive solicitation include leaving order forms and a product sample in a non-work area or posting a notice at one's own work area about an item being sold for a charitable purpose.

Active acts of solicitation, such as contacting City employees personally with an offer to sell them something or requesting their participation in a fund-raising activity is generally prohibited unless approved by the City Manager. Other reasonable, non-intrusive forms of solicitation, such as distributing leaflets, may be allowed during non-work time in non-work areas.

City employees may not use their official position or any City resources, such as City stationery or computer equipment, for purposes of sales, canvassing, solicitation or related activities except as specifically authorized by the City Manager. Posting of information on City bulletin boards without the authorization of the City Manager is prohibited, except as provided for in collective bargaining agreements. Nothing in this policy is meant to limit an employee's ability to exchange views and associate with other employees.

4.11 POLITICAL ACTIVITIES

The City is committed to maintaining both the reality and appearance of political neutrality. Employees are free to engage in political activities on their own time and with their own resources. However, when on duty, in the workplace, or representing the City, employees must remain non-partisan and avoid conduct that could be seen as using public resources for political purposes.

4.11.1 Prohibited Activities While on Duty or Representing the City

Employees may not:

- Wear or display buttons, badges, stickers, flags, or signs that support or oppose a candidate or ballot issue.
- Solicit or collect contributions for a candidate, campaign, or ballot issue.
- Use City funds, property, equipment, vehicles, email, or facilities for political purposes.
- Post or share campaign-related content on City social media platforms or on personal accounts in a way that suggests they are speaking on behalf of the City (see Section 8.9 Social Media Policy).

4.11.2 Permitted Activities

Employees may participate in political campaigns and express personal political views on their own time and using their own personal resources. Off-duty political activity must not interfere with an employee's job performance or give the impression that the City endorses a candidate or cause.

4.12 OUTSIDE EMPLOYMENT

The City recognizes that employees may engage in outside employment or other work activities outside of their City responsibilities. However, employees are expected to ensure that such activities do not interfere with their duties to the City, present conflicts of interest, or create the appearance of impropriety.

Employees must avoid outside work that:

- Occur during working hours
- Detract from the efficiency of the employee while performing City duties
- Constitute a conflict of interest or create an appearance of impropriety as determined by the City Manager
- 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
- Take preference over extra duty required by City employment
- Interfere with emergency callout or standby duty
- Tend to impair independence of judgment or action in performance of official duties
- Involve the use of any City resources such as copiers, telephones, supplies, other equipment, or time

- Interfere in any other manner with the employee's provision of quality customer service

4.12.1 Notification of Outside Employment

To help prevent potential conflicts and ensure transparency, employees are required to notify their department director in writing before engaging in any ongoing outside employment or business activity, whether paid or unpaid.

This notification is not intended to discourage outside work, but rather to provide an opportunity for discussion and clarification regarding any potential concerns.

Department directors will consult with HR* to assess whether the outside work raises any issues related to conflict of interest, job performance, or public perception.

If necessary, the matter may be referred to the City Manager for final determination.

Outside employment will not be considered an excuse for unsatisfactory job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. Employees may not use paid sick leave to work on the outside job. Fraudulent use of sick leave or failure to disclose outside employment or failure to comply with this policy may result in disciplinary action, up to and including termination.

4.13 PROGRESSIVE DISCIPLINE PROCEDURES

The City of Mountlake Terrace is committed to providing employees with a fair and consistent process for addressing workplace performance and conduct issues. Progressive discipline is designed to give employees the opportunity to improve whenever appropriate.

The goal of progressive discipline is to encourage improvement and accountability while ensuring that discipline is applied equitably and in line with City policies, Washington State law, and federal law. Similar situations will generally be handled in similar ways, but circumstances may require different responses.

The City is an at-will employer. Nothing in this policy alters the at-will relationship. The City reserves the right to take disciplinary action, including termination, at any time, with or without notice or cause. Depending on the severity of the situation, the City may bypass one or more of the steps outlined below, unless otherwise specified in a collective bargaining agreement.

4.13.1 Supervisor Responsibilities and Expectations

Supervisors are responsible for documenting all instances of concerning behavior or patterns. They should consistently update their department director on any concerns, even those that appear minor, to allow for early intervention and to help determine when it may be necessary to initiate formal steps in the progressive discipline process.

Before issuing verbal or written warnings, suspensions, demotions, or terminations, supervisors must consult with their department director and HR to ensure consistent application of policy and alignment with legal requirements.

Supervisors who issue formal discipline without prior consultation with their department director and HR may be subject to corrective or disciplinary action.

4.13.2 Disciplinary Steps

The City may use the following progressive steps or other appropriate measures:

Step 1: Verbal Warning

- Used for minor or first-time issues.
- Supervisor explains the concern, expected improvements, and possible consequences if the issue continues.
- Documentation of the discussion will be placed in the employee's personnel file.

Step 2: Written Warning

- Used for repeated or more serious issues.
- A formal written notice describes the problem, expected improvements, and consequences if not corrected.
- A copy is provided to the employee and placed in the personnel file. This must be signed by both the employee and the supervisor who issued the warning.
- The department director, City Manager, Deputy City Manager, HR, or designee must be present during this meeting to serve as witness.

Step 3: Suspension

- Used for continued issues after prior discipline, or for serious misconduct.
- Employees may be suspended without pay for a specified period.
- Exempt employees may only be suspended in full week increments without pay or placed on paid leave in accordance with FLSA* requirements.
- A pre-disciplinary hearing (see below) must be held before suspension is finalized, unless the circumstances require immediate suspension.

Step 4: Termination

- Used when prior steps have failed or when misconduct is severe enough to warrant immediate separation.
- A pre-disciplinary hearing (see below) must be held before termination is finalized, unless the circumstances require immediate separation.

4.13.3 Other Measures

When appropriate, other disciplinary actions may include demotion, pay reduction, or withholding a scheduled pay increase. These actions require consultation with HR and a pre-disciplinary hearing.

4.13.4 Pre-Disciplinary Hearing

- For suspensions, terminations, or other discipline affecting pay or position (except during an orientation period), the City will conduct a pre-disciplinary hearing. The purpose is to ensure fairness, prevent mistaken decisions, and allow the employee to provide additional information.
- Notice to Employee
 - o The employee will receive written notice of the policy violations and misconduct, the potential discipline, and the date and time of the hearing.
- Hearing
 - o Conducted by the department director or designee.
 - o The hearing is informal. The employee may respond to the charges and present any information.
 - o The employee may bring one representative or support person, either a union representative or another City employee.
 - o If the employee fails to appear, the department director may proceed with a decision.
 - o The City Manager or designee must be present during this meeting to serve as witness.
- Decision
 - o After reviewing the facts and consulting with HR, the department director will issue a decision as soon as possible.
 - o For complex cases, additional review time may be required; the employee will be notified.
 - o An employee may request to dispute the decision. Please refer to section 4.14.4 for additional details.

4.13.5 Administrative Leave

The City may place an employee on administrative leave with pay during an investigation when it is necessary to remove the employee from the workplace pending the outcome.

4.14 FILING A COMPLAINT

The City is committed to providing employees with a fair and consistent process for resolving workplace concerns. Employees are encouraged to raise work-related complaints and appeal* management decisions through this procedure. The City will make every reasonable effort to resolve disputes* promptly, fairly, and confidentially, while still conducting a thorough investigation when required.

Employees represented by a bargaining unit* or covered under civil service rules must use the grievance procedures established in the applicable collective bargaining agreement* or civil service rules. Employees may not utilize both this dispute resolution process and any other complaint, grievance, or appeal procedure that may be available to them.

4.14.1 Informal Resolution

Employees are encouraged to discuss concerns on an informal basis with their supervisor, HR*, or another member of management. When possible, issues should be resolved at the lowest level.

An appropriate dispute is defined as an employee's expressed dissatisfaction regarding the interpretation or application of a City policy, practice, rule, or decision. Examples include:

- Belief that City policies or procedures have been applied inconsistently.
- Treatment perceived as unfair.
- Alleged discrimination based on a protected class under federal, state, or local law.
- Improper or unfair administration of benefits or conditions of employment, such as scheduling, paid leave, promotions, performance reviews, salary, or seniority.

4.14.2 Complaints of Harassment, Discrimination, or Retaliation

Employees who wish to file a complaint involving harassment, discrimination, or retaliation should contact HR*. If the complaint is against an employee in the HR department, the complaint should be directed to the City Manager.

While employees are encouraged to have their concerns addressed internally, they may also direct these concerns to the Washington Human Rights Commission, the Equal Opportunity Commission, or any other government agency that receives and handles such complaints. See Appendix A for contact information for these agencies.

4.14.3 Exclusive Remedy

For internal workplace complaints not involving legally protected rights, this dispute resolution process is the exclusive method of appeal. Some employees (such as union or guild-represented employees) may have additional rights under collective bargaining agreements or state law, in which instance the terms of that law or bargaining agreement prevail.

4.14.4 Dispute Resolution Procedure

Disputes may be resolved at any step in the process. A decision becomes final if the employee does not file a timely appeal or once the City Manager issues a final decision.

Step 1: Immediate Supervisor

- Within 30 calendar days of the incident, the employee should bring the complaint to their immediate supervisor.
- If the dispute involves the supervisor, the employee may proceed directly to Step Two.
- The supervisor will investigate, attempt to resolve the issue, and provide a response in a timely manner.
- The supervisor must prepare a dated, written summary of the dispute and resolution.

Step 2: Department Director

- If dissatisfied with the supervisor's decision, the employee may submit a written appeal to the department director.
- The supervisor will also submit their written summary.
- The department director will meet with the employee, the supervisor, and others as appropriate; investigate; and provide a written decision.

Step 3: City Manager

- If the employee is dissatisfied with the department director's decision, they may submit a written appeal to the City Manager.
- The City Manager will review, investigate, and issue a final, binding written decision.

4.14.5 Additional Provisions

- Confidentiality: Dispute information will be shared only with those who need to know in order to investigate or resolve the matter.
- Work Time: Time spent in dispute resolution discussions during normal working hours will be treated as hours worked.

- Non-Retaliation: Employees will not be penalized or retaliated against for properly using this procedure. Retaliation by supervisors, managers, or coworkers is strictly prohibited.
- Improper Use: The procedure may not be used in bad faith, for delay or harassment, or for repeated meritless claims. The City may refuse to proceed with disputes that are determined to be improper under this policy.
- Discipline: Use of the dispute resolution process does not limit the City's ability to proceed with lawful disciplinary action, provided such action is not taken in retaliation for using this procedure.
- Training: HR* will provide training and support to supervisors and department directors to ensure proper handling of employee complaints.

CHAPTER 5: WORKPLACE SAFETY

5.1 WORKPLACE SAFETY AND REPORTING OF INJURIES, INCIDENTS, AUTO ACCIDENTS, AND HAZARDS

The City is committed to providing a safe and healthy workplace for all employees and customers. Maintaining a safe work environment is a shared responsibility and requires the cooperation of every employee and supervisor. This policy establishes expectations for workplace safety and outlines the process for reporting and responding to injuries, accidents, incidents, and hazards.

5.1.1 General Responsibilities

All employees are responsible for:

- Understanding and following City and departmental safety policies and procedures.
- Attending required safety training.
- Using and maintaining personal protective equipment (PPE*) properly.
- Immediately reporting injuries*, incidents*, or accidents* to their supervisor or HR*.
- Participating in safety meetings, inspections, and investigations as required.

Supervisors are responsible for:

- Reviewing and updating departmental safety procedures.
- Training employees in safe practices and ensuring compliance.
- Providing appropriate PPE and enforcing its use.
- Identifying, eliminating, or reducing job hazards.
- Reporting all injuries, incidents, and accidents to HR in a timely manner.
- Completing forms as requested by HR.

The HR Department is responsible for:

- Maintaining City-wide workplace safety policies and procedures in compliance with WISHA*, OSHA*, and other laws.
- Coordinating safety training, accident prevention programs, and wellness initiatives.
- Investigating and documenting reported injuries, incidents, accidents, and hazards.
- Managing workers' compensation claims, return-to-work processes, and required reporting.
- Keeping safety records and ensuring required postings (e.g., workers' rights notices) are up to date.

5.1.2 Injuries

5.1.3 Incidents

An incident includes altercations, threats, unsafe behavior, or damage to City equipment or property, even if no one is hurt.

- Employees must immediately report all incidents to their supervisor, even if no one is injured or the damage appears minor.
 - An Incident Report Form must be completed and submitted to HR* within 24 hours of the occurrence.
 - If the involved employee is unable to complete the form, the supervisor or a witness may complete it on their behalf.
 - The form is located on the network drive: S:\11 City Forms, Templates, Logos, Letterhead\Safety (Accident, Injury, etc.)
- Supervisors are responsible for ensuring the situation is made safe, collecting all relevant information, and submitting the completed form to HR within the required timeframe.
- HR will review and coordinate any necessary follow-up actions, which may include an internal investigation, safety review, or referral to law enforcement or risk management as appropriate.

5.1.4 Auto Accidents

An auto accident is any collision or damage involving a City-owned vehicle or a personal vehicle being used for City business. This includes accidents with other vehicles, pedestrians, objects, or property—whether or not injuries occur.

- In the event of an auto accident involving a City vehicle or employee, call 911 and request police assistance. Employees must comply with all law enforcement instructions and provide an accurate description of the accident.
- Vehicle accidents must be investigated by law enforcement.
- Employees must report all auto accidents to their supervisor and complete the Auto Accident Report Form, located on the network drive:
 - S:\11 City Forms, Templates, Logos, Letterhead\Safety (Accident, Injury, etc.)
 - The completed form must be returned to the supervisor, who will forward it to Finance for insurance purposes.
- Supervisors must notify HR* of all work-related accidents involving City employees or property no later than the next working day.
- Investigation results will be forwarded to HR and the City Manager for review.

5.1.5 Workplace Hazards

- Employees must report unsafe or potentially hazardous conditions to their supervisor immediately.
- Supervisors must act promptly to mitigate hazards.
- Employees who endanger others through unsafe actions may be subject to disciplinary action, up to and including termination.
- In the event of an imminent threat (e.g., fire, gas leak, hazardous material spill), employees should:
 - Call 911.
 - Take immediate steps to ensure personal and public safety.
 - Report the situation to their supervisor or HR* as soon as possible.

5.1.6 Hazardous Materials

- Supervisors are responsible for obtaining Safety Data Sheets (SDS*) for all hazardous materials and sharing information with affected employees.
- Hazardous materials must be stored, labeled, and secured according to OSHA* and WISHA* standards.

5.1.7 Bloodborne Pathogens

- The City complies with all federal and state laws regarding exposure to bloodborne pathogens.
- Employees must review and follow the City's Exposure Control Plan at all times.
- Failure to comply with the plan may result in discipline up to and including termination.

5.1.8 Personal Protective Equipment (PPE)

- Employees are required to use PPE* as directed by the City's Safety Plan and/or their department.
- Supervisors are responsible for providing PPE and training employees of its proper use and care.
- Employees are responsible for maintaining PPE in good condition and reporting damage or defects.

5.1.9 Forms, Processes, and Protocols

- Employees must complete the applicable reporting form within 24 hours of the injury, incident, or auto accident and provide a copy to their supervisor who will

send it to HR*. Forms can be found on the local network: S:\11 City Forms, Templates, Logos, Letterhead\Safety (Accident, Injury, etc.)

- Completed forms are submitted to HR and retained in accordance with City and state records retention schedules.

5.1.10 Reference Materials

Mountlake Terrace Reporting Forms

[S:\11 City Forms, Templates, Logos, Letterhead\Safety \(Accident, Injury, etc.\)](#)

Occupational Safety and Health Administration (OSHA)

<https://www.osha.gov/>

Washington Labor & Industries (Workers' Compensation)

<https://lni.wa.gov/claims/>

5.2 WORKERS' COMPENSATION PROGRAM

The City is committed to complying with all applicable laws regarding workplace injuries, including Washington State Department of Labor & Industries (L&I*) rules. This policy outlines high-level details about the program, procedures, and employee responsibilities for reporting an injury, filing a claim, and the use of leave in connection with a work-related injury or illness. This policy does not replace or cover every detail of this program. For the complete requirements, entitlements, rules, and regulations, please refer to Washington State Department of Labor and Industries: <https://lni.wa.gov/claims/>

5.2.1 Workers' Compensation Program

Workers' compensation provides medical coverage for conditions directly related to a workplace accident or occupational illness. Washington is a no-fault state, meaning the L&I* will cover an allowable claim for a workplace injury or illness regardless of who is at fault.

Seeking Care

- Many injuries such as falls, cuts, or sprains can become serious if not promptly treated. Employees should first use available first-aid kits for minor injuries.
- If additional treatment is necessary, employees should go to the emergency room or health-care provider of their choice and inform them the injury or illness is work-related.
- If the injury prevents an employee from working, they may be eligible for time-loss compensation (a portion of lost wages).

- L&I also helps coordinate a safe and timely return to work.

Role of the Treating Provider

- Certify whether the injury or illness is work-related.
- Assist the employee with filing a workers' compensation claim.
- Recommend further treatment as needed.
- Determine and certify when the employee is medically able to return to work.

Ongoing Medical Care

- After the initial visit, employees must receive continued treatment from a provider within L&I's Medical Provider Network (MPN*).
- If the employee's regular health-care provider is not part of the MPN, the employee may:
 - Select a new provider from L&I's [Find a Doctor](#) tool; or
 - Encourage their provider to join the network.
- Employees may change providers within the network at any time.
- A second medical opinion may be obtained if approved by the L&I claim manager.
- Employees are encouraged to manage their claims and communicate with their claim manager through My L&I, L&I's secure online portal.

5.2.2 Reporting and Filing a Claim

Any employee who sustains a job-related injury or occupational illness must promptly notify their supervisor and seek medical attention. The attending healthcare provider will complete the necessary forms to initiate a Workers' Compensation claim through L&I*. It is the employee's responsibility to ensure the claim is filed at the time of the appointment. Time spent by an employee waiting for and receiving medical treatment for a work-related injury or illness will be paid at the employee's regular rate for the duration of their scheduled shift and will not be charged against their sick leave balance. This time should be recorded as "workers' compensation" on the employee's timecard.

5.2.3 Use of Leave While Receiving Time-Loss Compensation

If an employee is approved for time-loss compensation through L&I*, they may elect to use accrued paid leave (sick leave, vacation leave, management leave, or compensatory time) to supplement the difference between their regular base rate of pay and the amount received from L&I. The following provisions apply:

- The City will apply paid leave only to make up the difference between the employee's base pay and the L&I time-loss payment. Employees cannot receive more than 100% of their regular base wages while on time-loss.
- Leave will be charged in the following order unless otherwise specified by the employee: sick leave, compensatory time, vacation.

- If an employee is approved for worker's compensation time loss benefits, the employee may elect to turn their time loss check over to the City so that the City can use the check to buy back a portion of the paid leaves used by the employee which shall be restored to the employee's leave balances.
 - Employees must either endorse the L&I time-loss check to the City or reimburse the City directly for the amount received from L&I if paid leave is being used.
- If the employee does not wish to use accrued paid leave to supplement their time-loss compensation, they must notify Payroll in writing at the beginning of the time-loss period. In such cases, the employee will receive only the L&I time-loss payment and will be placed on leave without pay from the City.

Once all paid leave is exhausted, the City will cease wage supplementation, and the employee will remain on unpaid leave status while continuing to receive time-loss benefits from L&I, if eligible.

If L&I determines that the injury or illness is not compensable under Workers' Compensation:

- The employee may use accrued sick leave for absences related to the injury or illness.
- Once sick leave is exhausted, the absence will be charged to compensatory time and then vacation leave in that order, unless the employee elects a different order.
- After all paid leave is exhausted, the employee will be placed on unpaid leave status.

5.2.4 Non-Interference and Retaliation Prohibition

Employees who intend to file a claim, file a claim, seek medical care, or apply for workers' compensation benefits shall not be subject to interference, restraint, discrimination, or retaliation. The City strictly prohibits any adverse action against an employee or prospective employee for exercising, or attempting to exercise, any right provided under workers' compensation laws.

This protection is consistent with [RCW* 51.48.025](#), which prohibits employers from discharging or discriminating against workers who file or intend to file a workers' compensation claim or exercise any rights under [Title 51 RCW*](#).

5.3 SECURE BUILDING ACCESS

The City grants secure facility access based on operational needs and job responsibilities. Building security is a top priority, and all employees are required to follow security policies

and procedures at all times. This includes locking doors, setting alarms after hours, and safeguarding access credentials.

Failure to properly secure City facilities, property, or confidential information may result in disciplinary action, up to and including termination.

Employees who are authorized to access multiple City facilities will use the same key card, fob, or door code for each location. Sharing key cards, fobs, door codes, or alarm codes with anyone—including other staff—is strictly prohibited and may result in disciplinary action.

IT* is responsible for issuing and maintaining key cards, fobs, and door codes. The Property Management Department manages the issuance and maintenance of alarm codes.

5.3.1 City Hall

All full-time employees are granted access to City Hall and will be issued a key card, fob, and/or door code linked to their name. Employees who work in City Hall or conduct after-hours business will also be provided with an alarm code to enable and disable the security system outside regular business hours as needed.

Maintenance or seasonal personnel may also be issued credentials as needed for operational duties.

Access credentials (door and alarm codes, key cards, and fobs) will be issued on the employee's first day of employment. Lost or compromised credentials must be reported immediately to IT* so the existing credentials can be deactivated and replaced.

5.3.2 Police Department

All City employees and/or contracted vendors and/or City employees who regularly access the Police Department and/or the Police garage are required to be fingerprinted, have a cleared background check, and take the Criminal Justice Information Services (CJIS)* online security test prior to conducting unescorted work. Once an employee is cleared, access to the police facilities will be granted.

In this context, regularly means for a block of time such as the duration of a project, or frequent enough that having escorted access would cause a burden on police department staff. Unescorted access means the employee is permitted to freely access the facility without the presence of another police department staff member.

- The background check requirements for access are different from standard pre-employment background checks. This is required by the FBI, and Washington State Patrol, and can take several days.
- Background checks will include a full review of an individual's criminal record. Felonies and other significant offenses will disqualify employees or vendors from having unescorted access. The employee might still be permitted to work in other unrestricted areas and/or access restricted areas when escorted by a Mountlake Terrace Police Department employee. This will be determined on a case-by-case basis.

If an employee is determined to need regular, unescorted access to police department facilities, the employee is responsible for following the below procedure:

- The employee must email the Evidence Technician and Police Records Specialist with information on the intended scope of work, who the employee is working for, employee full name and email address, plus available dates/times for fingerprinting.
 - o Fingerprinting is conducted at the Police Department Monday - Friday between 7:30 am - 2:30 pm, by appointment only.
- At the time of the employee's fingerprints, a copy of the employee's driver's license will be made and kept on file.
- A CJIS account will be created for each employee or vendor, and details will be emailed to them with instructions for their certification.
- Once background checks have been completed and CJIS certifications obtained, the Evidence Technician or Police Records Specialist will email with notice of approval or non-entry.

5.3.3 Recreation Pavilion

Door and alarm codes are issued to Recreation staff who open or close facilities or require access to secure areas or equipment. Maintenance personnel may also be issued credentials as needed for operational duties.

5.3.4 Operations Facility

Key cards, fobs, and/or door codes are issued to Public Works and Parks staff who require access to secured work areas or equipment. Alarm codes may also be assigned to designated employees who need to arm or disarm the security system outside regular business hours. Access may be extended to other staff such as maintenance or administrative personnel as necessary based on job responsibilities and operational needs.

5.3.5 Visitors

Employees are responsible for escorting visitors and guests while in secured areas.

The City permits guests to visit its facilities and observe the City in action, however all visitors entering into a secure area of a City building must check in, receive a visitor badge and be escorted by a City staff person at all times when invited to enter a secured area.

5.3.6 Employee Terminations

Supervisors are responsible for promptly notifying HR immediately when an employee separates from City employment—whether through resignation, termination, or retirement—to ensure timely deactivation of all access privileges. HR will coordinate with IT and Facilities to ensure key cards and fobs are returned and that door codes and alarm codes are disabled.

5.4 USE OF CITY VEHICLES

It is the policy of the City to provide vehicles for business use, to allow employees to drive on City business, to provide and require drivers to follow safety protocols, and to reimburse employees for business use of personal vehicles according to the guidelines below. The Commercial Driver License policy is in addition to this policy.

The term “vehicle” as used in these guidelines includes, but is not limited to, cars, trucks, and vans that are owned and managed by the City.

Only employees who are 18 years old or older possessing a valid driver's license may drive a vehicle on City business.

5.4.1 Eligibility and Approval

Employees may not operate any vehicle for City business without prior approval from their supervisor and HR*. HR must verify that an employee possesses a valid driver's license before granting approval to utilize a City vehicle and periodically throughout employment. HR will verify this by utilizing the Washington State Department of Licensing online service to check a license status: <https://fortress.wa.gov/dol/extdriveses/ESP/NoLogon/#2> and report authorized users to Finance to add them to the “authorized drivers rosters”. Drivers are required to immediately notify their supervisor of any suspension, revocation, or cancellation of their driver's license and must not operate a City vehicle or personal vehicle for City business until their driving privileges are reinstated. Failure to report changes in license status or operating a City vehicle with an invalid, expired, or suspended license may result in disciplinary action, up to and including termination.

Employees approved to drive on City business are required to inform their supervisor immediately of any changes that may affect either their legal or physical ability to drive or their continued insurability. Employees are not permitted, under any circumstances, to operate a City vehicle, or a personal vehicle for City business, when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of injury, illness, or medication.

Employees who are on-call and allowed to take a City vehicle home are expected to follow the “Take Home Vehicle Policy for On-Call Duty” policy (S:\10 City Policies\Take Home Vehicle Policy).

Employees in job positions requiring regular driving for business as an essential job function must, as a condition of employment, be able to meet the driver approval standards which include a driving record with no major violations or accidents in recent years, as determined by City auto liability insurance. For job positions that require periodic driving for City business, driver approval standards should be met prior to the employee’s initial trip.

Employees who drive a vehicle on City business must, in addition to meeting approval requirements, exercise due diligence to drive safely and to maintain the security of the vehicle and its contents.

Non-employee, non-business passengers are prohibited from riding in City vehicles without prior approval. All permitted non-city passengers must read and sign a “Permission-to-ride Waiver”.

5.4.2 Use of Personal Vehicle to Conduct City Business

When no City vehicles are available, employees may use their own vehicles for business purposes with prior approval of a supervisor. Auto liability coverage follows the vehicle. Therefore, the employee’s personal auto insurance is primary, and liability coverage by WCIA* is excess. Employees who use a personal vehicle for approved business purposes will receive a mileage allowance equal to the Internal Revenue Service optional mileage allowance. This allowance is to compensate for the cost of gasoline, oil, depreciation, and insurance. Therefore, employees who operate personal vehicles for City business should obtain and maintain auto liability coverage for bodily injury and property damage and any other required coverage determined by the employee’s personal auto insurance agent or broker.

5.4.3 Accidents, Incidents, and Reporting

Every City vehicle must have an accident report form and WCIA* proof of coverage card in the glove box. This form can also be found on the network drive: S:\11 City Forms, Templates, Logos, Letterhead\Safety (Accident, Injury, etc.)

All vehicle accidents involving City vehicles must be reported the police immediately following the accident. Employees must report any accident, theft, or damage involving a City vehicle to their supervisor, Fleet Supervisor, and HR*, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible but no later than 24 hours after the accident. Employees are expected to cooperate fully with authorities in the event of an accident. However, employees should avoid making voluntary statements regarding the accident; other than reply to questions of investigating officers.

5.4.4 Operating City or Personal Vehicles While in Possession of and/or Under the Influence of Drugs, Alcohol, or Other Illegal Substances

The City has a zero-tolerance policy, prohibiting employees from operating a City vehicle or any personal vehicle while on City business while using, consuming or under the influence of alcohol, marijuana, illegal drugs, prescription medications and over the counter medications that may affect their ability to drive. Smoking (including vaping) is not allowed in City vehicles. Please refer to section 4.5 for additional information regarding the Drug-Free Workplace policy.

Employees are personally responsible for all tickets, citations, or infractions issued for moving violations or parking violations while using a City vehicle or a personal vehicle for City business. Except for parking violations, employees should advise their supervisor of any such tickets, citations, or infractions received while driving a personal vehicle.

Employees must obey all safety laws and regulations while operating a City vehicle or a personal vehicle on City business. This would include, but is not limited to, the proper use of seat belts, the prohibition on using cell phones without a proper hands-free device and obeying applicable traffic laws.

5.5 VIOLENCE IN THE WORKPLACE

The City is committed to providing a safe and respectful workplace. Acts of violence or threats of violence will not be tolerated. The City will take reasonable steps, including legal, administrative, and disciplinary measures, to prevent and respond to workplace violence.

5.5.1 Prohibited Behavior

Violent, threatening, or aggressive conduct is strictly prohibited, including but not limited to:

- Threatening harm to a person or property.
- Fighting, attempting to fight, or engaging in physical intimidation (shoving, blocking, impeding).
- Stalking or invading another employee's personal life.
- Using abusive, obscene, or threatening language, gestures, or raised voices in a threatening manner.
- Intimidating or harassing behavior that creates a hostile work environment.
- Violating the City's policy on possession or use of dangerous weapons.

5.5.2 Dangerous Weapons

- Employees are prohibited from possessing or using dangerous weapons on City property or while conducting City business.
- A dangerous weapon is any item capable of causing bodily harm, used or carried in a manner that indicates intent to harm or intimidate. Examples include firearms and knives with a blade three (3) inches or longer.
- This prohibition does not apply to law enforcement officers or other individuals legally authorized to carry weapons while performing official duties.
- This prohibition does not apply to Public Works or Parks staff who use authorized tools, such as chainsaws, or machinery for authorized purposes.

5.5.3 Reporting and Response

- Employees who believe a situation may become violent and presents an immediate threat should call 911 without delay.
- All actual or threatened incidents of workplace violence must be reported to HR or the employee's department director as soon as possible.
- The City will promptly investigate all reports. Appropriate corrective or disciplinary action, up to and including termination, will be taken when violations occur.

CHAPTER 6: EMPLOYEE BENEFITS

6.1 EMPLOYEE BENEFITS OVERVIEW

Unless otherwise stated in these policies, only regular full- and part-time employees, employees in their initial orientation period, and dependents of such employees are eligible to participate in the City's various insurance programs. Participation generally begins on the first day of the month following the eligible employee's date of hire. Upon separation from employment, coverage continues through the end of the month in which the employee's last of work falls.

The policies in this chapter contain a general description of the City's benefits plans and neither interpret nor change the terms of the plans as contained in official plan documents. Provisions of official plan documents will govern in all cases of inconsistency with descriptions in these policies. Summary plan descriptions or official plan documents are provided to eligible new employees upon hire and during annual open enrollment periods. Documents may also be obtained from HR*.

The City may contribute to the costs of premiums as authorized by the City Council. The remainder of the premiums shall be paid by the employee through payroll deductions. The City reserves the right to make changes in the carriers and provisions of these plans, or to end its participation in a plan when the City deems it necessary or advisable with notice to affected employees consistent with plan regulations. Nothing contained in the benefits plans creates a promise of continued employment with the City or future benefits.

6.2 HEALTH INSURANCE

Regular full- and part-time employees, employees in their initial orientation period, and qualifying dependents of such employees are eligible to participate in the City's comprehensive health insurance plan(s) on the first day of the month following the employee's date of hire. Upon separation from employment, coverage continues through the end of the month in which the employee's last of work falls.

6.2.1 Open Enrollment

Open Enrollment occurs each November. During this period, benefits-eligible employees may change their health plan elections, including medical, dental, and vision elections. Employees who are not currently enrolled in a health care plan may also elect coverage during Open Enrollment. A summary of benefits, coverage details, premium rates, and

other relevant information will be provided in advance. Employees making changes to their health plan coverage must submit the required enrollment forms in a timely manner.

Employees may also add eligible dependents who are not currently covered under the AWC Trust plans. Dependent eligibility is determined solely by AWC.

Employees enrolled in Flexible Spending Accounts (FSA) are required to re-enroll annually and must complete a new form, even if the enrollment elections remain the same. If no form is submitted during Open Enrollment, FSA participation will not continue into the following plan year.

Outside of Open Enrollment, changes to benefit elections may only be made within 30 days of a qualifying life event, such as marriage, divorce, birth or adoption of a child, or loss of other coverage. Documentation will be required to support the requested change.

6.2.2 Medical Opt-Out Incentive

Full-time employees who are enrolled in comparable medical coverage through another family member or other employer's plan may be eligible for a medical opt-out incentive.

The opt-out incentive amount is determined annually and is communicated to employees upon hire and during each Open Enrollment period. Eligible full-time employees who waive City-provided medical coverage for the benefit year will receive the incentive as a monthly payment.

Employees may only decline City coverage if they provide verification of other medical coverage. Employees who elect to waive City medical coverage and request the medical opt-out incentive must submit proof of comparable coverage to Payroll during each Open Enrollment period.

For additional details regarding the medical opt-out option and monthly incentive, employees should contact the Payroll Technician.

6.3 FLEXIBLE BENEFITS PLAN

Employees who are benefits-eligible may choose to participate in the City's Flexible Benefits Plan. This plan allows employees to set aside pre-tax dollars in a Flexible Spending Account (FSA*) to pay for certain out-of-pocket expenses.

6.3.1 Types of FSAs

- Health Care FSA*: May be used for eligible medical, dental, vision, and prescription expenses not covered by insurance (such as copayments, deductibles, and certain over-the-counter items).
- Dependent Care FSA: May be used for eligible childcare or elder care expenses that allow the employee (and spouse, if applicable) to work, look for work, or attend school full-time.

6.3.1 Contribution Limits

The Internal Revenue Service (IRS*) sets annual limits for FSA* contributions. These limits are reviewed and updated annually. Current contribution limits will be communicated to employees upon hire and during Open Enrollment*.

6.3.3 Important Information for Employees

- Use-It-or-Lose-It Rule: An FSA is subject to federal rules requiring that funds generally must be used during the plan year. The City may offer a grace period or limited carryover option, as permitted by IRS* regulations. Details will be provided during Open Enrollment*.
- Payroll Deductions: Contributions are deducted evenly from paychecks throughout the year on a pre-tax basis.
- Reimbursements: Employees may request reimbursement for eligible expenses by submitting proper documentation, such as receipts or statements, to the plan administrator.
- Enrollment: Employees must elect FSA participation each year during Open Enrollment. Elections do not carry forward automatically.

For questions about eligible expenses, contribution limits, or claim submissions, employees should contact HR* or the plan administrator.

6.4 LIFE INSURANCE AND LONG-TERM DISABILITY

Regular full and part-time employees, employees in orientation status, and other r employees who are members of the regular MEBT* plan and regularly work at least 20 r hours per week are eligible to participate in the City's group long-term disability (LTD*) r insurance plan and the City's group term life (GTL*) insurance plan. Employees represented by a labor union may be offered separate or additional life insurance and/or disability benefits.

Specific coverage and benefits are determined by the insurer, the job classification to which the employee is assigned, and the date on which the employee begins working. See specific insurance policies for claims and benefits for each condition described in this section.

6.5 STATE RETIREMENT SYSTEM (DRS)

All regular full-time and part-time employees are required to participate in the Washington State Department of Retirement Systems (DRS*). Plan enrollment is determined by the employees' position with the City. Employees who have previously retired under another retirement system may not be eligible to participate.

- Public Employees' Retirement System (PERS*): Covers all regular full-time and part-time employees, and non-uniformed employees.
- Law Enforcement Officers' and Firefighters' Retirement System (LEOFF*): Covers commissioned police and fire personnel.

Both programs are administered by DRS. Eligibility for part-time employees is based on hours worked and qualifying service credit. Benefit levels and contribution rates are established by the State of Washington. Payroll deductions for employee contributions are mandatory, and employer contributions are made in accordance with state law.

Employees with questions should contact the Washington State Department of Retirement Systems directly at www.drs.wa.gov or request informational brochures from HR.

Employees planning to retire must notify their supervisor and HR* at least three (3) months in advance of their intended retirement date.

6.6 MUNICIPAL EMPLOYEES' BENEFIT TRUST (MEBT)

The City's employees elected to opt out of the federal Social Security program and implemented a replacement program in 1975. In lieu of Social Security participation, the City established the Municipal Employees' Benefit Trust (MEBT) plan.

Participation in the MEBT plan is mandatory. Employees in benefited or non-benefited positions are eligible to participate in MEBT plans, unless otherwise required by law.

- Employees in benefited positions are enrolled in the MEBT I plan (88090-02).
- Employees in non-benefited positions are enrolled in the MEBT II plan (88090-03).

All mandatory contributions by the City and employees are consistent with the Old–Age, the Survivors, and Disability Insurance (OASDI) component of the Social Security rate and are made by payroll deduction on a before-tax basis.

Employer contribution vesting periods, administrative fees, and other terms and conditions are determined by the administrator. See specific plan documents for additional details.

6.7 DEFERRED COMPENSATION PLANS

The City may offer one or more deferred compensation plans in which employees may elect to participate. These plans are intended to provide employees with an opportunity to save for retirement through pre-tax payroll deductions. Participation is voluntary and limited to benefited positions.

All contributions and withdrawals are subject to the rules of the plan(s) and must comply with applicable Internal Revenue Code regulations. The MEBT* Board serves as the Deferred Compensation Plan Committee, overseeing approved plan providers and plan administration.

To enroll in a deferred compensation plan, please contact HR*.

6.8 EMPLOYEE ASSISTANCE PROGRAM (EAP)

Regular full and part-time employees, employees in their initial orientation period, and eligible dependents are covered under the City’s Employee Assistance Plan (EAP*). The EAP provides confidential, professional assessments, short-term counseling, referrals, and resources to help employees and family members address personal or work-related concerns that may affect their well-being or job performance.

6.8.1 Program Overview

- The City’s EAP is provided through ComPsych via the Association of Washington Cities (AWC*).
- Coverage includes eligible employees, eligible dependents, and household members.
- Services are confidential. The City does not receive information about employees who use the EAP or its services.

6.8.2 Examples of Support Available

- Stress, anxiety, and depression
- Marital, relationship, or family issues
- Parenting concerns
- Substance use or addiction
- Legal or financial challenges
- Work-life balance and career stressors
- Grief or loss

6.8.3 Accessing the Program

- Counselors are available 24 hours a day, 7 days a week.
- To arrange an appointment with a qualified counselor or access resources, call 1-800-570-9315 or visit www.guidanceresources.com
- First-time users should register with Web ID: trusteeap71.
- Services include in-person, telephone, and online counseling sessions.

6.8.4 Cost and Availability

- The EAP is available at no cost to eligible employees and eligible family members.
- A set number of counseling sessions are provided per issue, per year. If ongoing or specialized treatment is needed, the counselor will provide a referral to appropriate community or insurance-covered resources.

6.8.5 Additional Features

- Online tools and resources are available for self-help, legal forms, and wellness articles.
- Crisis intervention support is available immediately by phone, 24/7.

6.9 WELLNESS PROGRAM

The City is committed to supporting the health, well-being, and productivity of its employees. As part of this commitment, the City participates in the AWC* WellCity Wellness Program, which promotes healthy lifestyle choices, fosters a positive workplace culture, and provides resources to help employees and their families live healthier lives.

The City's Wellness Committee coordinates and administers programs and activities designed to:

- Raise awareness of healthy lifestyle choices in areas such as nutrition, exercise, weight management, and smoking cessation.
- Provide resources and education about the long-term impact of current habits to support lasting, positive changes.
- Encourage healthy behaviors through activities and classes such as fitness and exercise programs, nutrition workshops, smoking cessation support, stress management seminars, ergonomic training, injury prevention, and other wellness initiatives tailored to City or departmental needs.
- Support employees in achieving and maintaining physical, emotional, financial, and social well-being.
- Promote a workplace culture that values health and wellness.
- Help manage health care costs for employees and the City through preventive and proactive health initiatives.

Supervisors shall allow their staff a reasonable amount of time to participate in sanctioned AWC or Wellness Committee activities during business hours. This includes health questionnaires, step challenges, blood drives, or other activities.

6.9.1 Recreation Facility and Program Use

City employees may attend certain fitness classes and use the Recreation Pavilion Cardio Room free of charge. Employees may drop in by checking in at the Pavilion front desk. Employees are not permitted to register for full class sessions but may attend as often as they like, provided space is available and the class is not cancelled.

Employees may enroll in other Pavilion programs at the resident rate, regardless of actual residency. Resident rates are generally 10% lower than non-resident rates. The resident rate also applies to an employee's spouse and dependent children for Pavilion programs, membership passes, and facility drop-ins. This discount does not extend to other family members unless they reside within Mountlake Terrace city limits.

The discount does not apply to athletic league team fees or Pavilion classes offered by outside contractors. Standard rates will apply, with resident discounts available only to employees who live within Mountlake Terrace. Pavilion staff will inform employees if a class is not eligible for the discount. Discounts do not apply to retired or former employees.

6.10 UNEMPLOYMENT COMPENSATION

Eligibility for unemployment compensation is subject to evaluation and determination by the Washington State Employment Security Department (ESD*). 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*.

6.11 CONTINUATION OF HEALTH INSURANCE COVERAGE (COBRA)

Employees and their eligible dependents covered under the City's group health insurance plans may be eligible to continue coverage at their own expense, including an administrative fee, when coverage would otherwise end due to a qualifying event.

Qualifying events include:

- Termination of employment (other than for gross misconduct)
- Reduction in work hours resulting in loss of coverage
- Retirement
- Approved leave of absence resulting in loss of coverage
- Divorce or legal separation
- Death of the covered employee
- Loss of dependent child status under the plan's rules

6.11.1 Employee and Dependent Responsibilities

- Employees or their eligible dependents are responsible for notifying HR* within 60 days of a divorce, legal separation, or a child losing dependent status.
- The City (or its plan administrator) will provide notice of COBRA* rights and election procedures when a qualifying event occurs.

6.11.2 Coverage Periods

- Coverage may be continued for up to 18 months in cases of termination of employment or reduction in hours.
- Coverage may be continued for up to 36 months in cases of divorce, legal separation, loss of dependent status, or death of the covered employee.
- Coverage may be extended up to 29 months if a qualified beneficiary is determined by the Social Security Administration to be disabled within the first 60 days of COBRA* coverage.

6.11.3 Election and Payment

- Qualified beneficiaries have 60 days from the date of notice or loss of coverage (whichever is later) to elect COBRA* continuation.

- Payment of premiums is the responsibility of the employee or dependent and must be made timely to avoid termination of coverage.

6.11.4 Compliance Disclaimer

This policy will be administered consistent with COBRA*, the Affordable Care Act (ACA*), and Washington State continuation coverage requirements. Where this policy provides fewer rights than applicable law, the law will control.

CHAPTER 7: TIME OFF AND LEAVE OF ABSENCE

7.1 HOLIDAY LEAVE

Regular full- and part-time employees and employees still completing their orientation period are entitled to fourteen (11) official holidays on specific dates as detailed below.

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Native American Heritage Day	Friday after Thanksgiving Day
Christmas Day	December 25 th

Two (2) "day of choice," equivalent to 16 hours, are also provided to each regular full-time employee and employees still completing their orientation period. A day of choice must be taken within the calendar year in which it is earned and scheduled in advance, subject to the approval of the employee's supervisor.

Regular status and orientation status employees will be compensated at their regular rate of pay for the observed holidays as long as they are in a paid status on the day prior to and the day following the holiday. Temporary and interim capacity employees are not compensated for holiday pay unless they actually work on the holiday, in which event they are compensated at their regular rate of pay unless they are entitled to overtime pay (see Section 4.4).

Holiday pay and day of choice pay for part-time employees will be pro-rated based upon regularly worked hours as follows, and temporary changes in an employee's regularly scheduled workweek shall not affect the employee's compensation for holidays.

- Employees regularly working 20 to 25 hours per week will be paid for four (4) hours each holiday.
- Employees regularly working 26 to 35 hours per week will be paid for six (6) hours each holiday.

- Employees regularly working 36 or more hours per week will be paid for eight (8) hours each holiday.

Any holiday falling on a Sunday shall be observed the following Monday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

Unless otherwise stated in a CBA, benefited employees who are scheduled to work on an observed holiday will accrue banked holiday at the rate of 1.0 hours for each hour worked.

Benefitted employees who are not scheduled but required to work on an observed holiday will accrue compensatory time at the rate of one and one-half (1.5) hours for each hour worked.

7.1.2 Banked Holiday

All banked holiday leave hours shall be accounted for in a leave bank separate from all other hours of accrued leave. Banked holiday leave hours shall be used in the same calendar year that they are accrued. A total of 40 or less banked holiday leave hours shall be carried over at the end of the calendar year. If through no fault of the employee, the combined total of banked holiday leave hours exceeds 40 hours by November 30 of each calendar year, hours in excess of 40 hours shall be cashed out at the employee's straight time hourly rate of pay in the first paycheck in December or carried over at the City's discretion. Unused banked holiday will be cashed out upon separation at a rate of one-to-one.

7.1.3 Holiday for Reasons of Faith or Conscience

Under Washington law ([WAC* 357-31-052](#)) all employees are entitled up to two (2) unpaid holidays per calendar year for “a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization” provided their absence does not result in an undue hardship to the City. Employees may use any accrued vacation leave, day of choice(s) or take the time as leave without pay (LWOP). Employees in their orientation period, only for purpose of faith or conscience, may request to utilize a day of choice in advance of completing their orientation period through their department director provided the request must be made at least 30 days in advance. If approved by the department director, the request will be sent to Finance for processing.

7.2 VACATION LEAVE

Regular full-time employees accrue vacation leave per the following schedule:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>HOURS PER MONTH</u>
Date of hire through end of third year	Eight (8)
Beginning of fourth year through end of sixth year	Ten (10)
Beginning of seventh year through end of tenth year	Twelve (12)
Beginning of eleventh year through end of fifteenth year	Fourteen (14)
Beginning of sixteenth year through end of twentieth year	Sixteen (16)
Beginning of twenty first year and beyond	Seventeen (17)

Accrual for vacation leave for regular part-time employees will be pro-rated based upon regularly worked hours as follows, and temporary changes in an employee's regularly scheduled workweek shall not affect the employee's accrual of vacation leave.

- Employees regularly working 20 to 25 hours per week will accrue hours at the rate of 50% of regular full-time employees based on years of continuous service.
- Employees regularly working 26 to 35 hours per week will accrue hours at the rate of 75% of regular full-time employees based on years of continuous service.
- Employees regularly working 36 or more hours per week will accrue hours at the rate of 100% of regular full-time employees based on years of continuous service.

If a non-benefitted employee is promoted into a benefitted position, the years of service as a non-benefitted employee will count toward determining years of service regarding accrual rates.

Temporary employees are not generally eligible for vacation leave.

7.2.1 Usage and Scheduling Vacation Leave

An employee may use their accrued vacation at any time, regardless of whether they have completed the orientation period.

Each employee is responsible for scheduling vacation leave with their supervisor. Leave requests should generally be submitted at least two (2) weeks in advance of the leave. An employee should coordinate with their supervisor for appropriate coverage during their absence.

Non-exempt employees utilize vacation leave in 15-minute increments and indicate as such on their timesheet.

If an employee on an approved vacation is hospitalized or experiences a similar extraordinary sick leave event, the employee may make a written request to the City Manager and HR* to utilize sick leave in lieu of vacation leave.

7.2.2 Max Accruals and Cash Out

The maximum number of vacation hours which may be carried over from one calendar year to the next is 320 hours. Under extraordinary circumstances, the City Manager may approve vacation carryover in excess of 320 hours. Eligible FLSA* exempt employees may cash out up to 80 hours of vacation per year to be put into a 457 deferred compensation program in December of each year but must retain a vacation time balance of at least 120 hours.

Unused accrued vacation leave will be paid out upon separation or retirement at a rate of 1:1 only if the employee has successfully completed their orientation period. Under no circumstances will payout be made to a current City employee in lieu of taking vacation time.

7.3 MANAGEMENT LEAVE

Exempt employees are provided with management leave to help with work-life balance and in recognition of the work hours that frequently exceed the 40-hour work week.

Management leave is provided at the beginning of each year or pro-rated for new employees who begin work after the start of the year. Management leave does not accrue or roll over and is not eligible for cash out. Management leave must be used by the end of the calendar year or it expires. Management leave will be provided as follows:

- Directors, Deputy City Manager, City Manager at 80 hours per year
- City Clerk, Communications Manager, Human Resources Manager, IT Manager, City Engineering, and Police Commanders at 40 hours per year
- Other exempt staff at 32 hours per year

7.4 SICK LEAVE

The City of Mountlake Terrace provides paid sick leave to eligible employees in compliance with the Washington State Paid Sick Leave Law ([RCW* 49.46.200-.210](#)) and applicable federal and state regulations. This policy ensures employees can address their health and family needs without risking income or employment, while also maintaining a safe and healthy workplace.

7.4.1 Accrual Rates

Regular full- and part-time employees accrue the following sick leave benefits per calendar month of employment:

- Full-time employees regularly working at least 36 hours per week: eight (8) hours.
- Part-time employees regularly working 26 - 35 hours per week: six (6) hours.
- Part-time employees regularly working 20 - 25 hours per week: four (4) hours.

Temporary changes in an employee's regularly scheduled workweek shall not affect the employee's accrual of sick leave. Employees accrue sick leave during their orientation period and may use their sick leave accrual if they experience a qualifying event during their orientation period.

Upon approval by the City Manager, an employee may receive an advance of up to six (6) days of sick leave beyond the amount already accrued. If the amount of sick leave advanced has not been earned upon separation from City employment, the balance of the leave advanced shall be deducted from the employee's pay upon separation.

There is no cap on the accrual of sick leave hours, except that PERS 1 employees may continue to accrue vacation time up to the maximum combined vacation/sick leave payout limit of 240 hours prior to retirement. Upon separation from City employment or retirement, accrued sick leave hours, up to a maximum of 960 hours, will be converted to vacation time at a ratio of one (1) hour of vacation leave for every four (4) hours of sick leave. Employees who have a balance of more than \$500 will be required to enroll in an HRA VEBA, which is a tax-free employee benefit.

7.4.2 Sick Leave Usage

Sick leave may be used under the following circumstances:

- Employee's own health needs:
 - A mental or physical illness, injury, or health condition.
 - The need for medical diagnosis, care, or treatment.
 - Preventive medical care.
- Care of a family member:
 - To care for a family member with an illness, injury, or health condition.
 - To obtain medical diagnosis, care, or preventive treatment for a family member.
 - "Family member" is broadly defined and includes:
 - A child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.
 - Anyone who regularly resides in the employee's home.

- Any person where the relationship creates a reasonable expectation that the employee would provide care and that person depends on the employee for such care.
- Public health and safety closures:
 - When the employee's workplace, their child's school, or place of care is closed by order of a public official for health-related reasons.
 - When schools or childcare facilities are closed due to any emergency declaration at the local, state, or federal level.
- Domestic violence, sexual assault, or stalking:
 - To seek legal, medical, law enforcement, or counseling assistance for the employee or a family member.
- Immigration proceedings:
 - To prepare for or participate in judicial or administrative immigration proceedings for the employee or a family member.
 - Acceptable documentation may include a written statement from the employee or from an attorney, advocate, clergy member, or other professional. Documentation may not include personally identifiable immigration information.

Consistent with OSHA's General Duty Clause (5(a)(1)), the City may require an employee who is visibly ill or exhibiting symptoms of a communicable disease to leave the workplace, even if the employee does not wish to do so, in order to maintain a safe and healthy workplace. Supervisors may, in consultation with HR, direct an employee to use sick leave if the employee is unable to perform essential functions of the job or if remaining at work presents a potential health or safety risk to the employee or others.

Employees who are sent home due to illness will be permitted to use accrued sick leave or other applicable leave balances. The City prohibits retaliation against any employee for using or requesting sick leave.

The City encourages employees to prioritize their health and recovery when ill. While remote work may be appropriate in some circumstances, employees who are experiencing illness are strongly encouraged to use accrued sick leave rather than attempting to work while sick, even if working remotely. Sick leave is provided to support recovery, prevent the spread of illness, and maintain a safe and healthy workplace.

7.4.3 Sick Leave Notification and Reporting Procedure

Employees intending to use sick leave must notify their supervisor as soon as possible. A physician's certificate may be required when an employee is absent for more than three (3) days. Prior to returning to work, the employee may be required to obtain a written release from their physician, attesting to the employee's ability to return to work and perform the essential functions of their job. The City may also request the opinion of a second doctor at

the City's expense to determine whether the employee suffers from a chronic physical or mental condition, which impairs their ability to perform the job and may require a reasonable accommodation. Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of City services.

Non-exempt employees must utilize sick leave in 15-minute increments and indicate as such on their timesheet.

7.4.4 Use of Employee's Choice of Accrued Leave To Care For Ill Family Member

In addition to the uses of sick leave outlined in Section 7.4 – 7.4.3, the City Complies with the Washington Family Care Act, which allows employees to use their choice of any accrued leave (whether vacation, sick leave, comp time, management leave, or day of choice) that they have available for their own use in order to care for certain family members.

Employees may use accrued leave to:

- Care for a child under 18 (biological, adopted, foster, stepchild, etc.) or adult child incapable of self-care, with a health condition that requires medical treatment or supervision.
- Care for a spouse, registered domestic partner, parent, parent-in-law, or grandparent who:
 - o Has a serious health condition, or
 - o Has an emergency health condition.

Where the need for family care leave is unexpected, the City understands that advance approval of the use of leave (as is required for certain kinds of leave) may not be possible. Employees are required, however, to notify their supervisor of the need to take time off to care for a family member as soon as the need for leave becomes known. The City reserves the right to require verification or documentation confirming that a family member has or has had a "serious or emergency" health condition when available leave is used to care for that family member.

7.5 FAMILY AND MEDICAL LEAVE (FMLA*)

The *Family and Medical Leave Act (FMLA*)* entitles eligible employees to job-protected, continuous or intermittent unpaid leave for specified family and medical reasons. FMLA* is designed to help employees balance their work and family responsibilities while ensuring continuity of essential City operations.

This policy is intended to provide a summary of employee eligibility, leave entitlements, and the responsibilities of both employees and the City. It does not replace or cover every detail of the law. For the complete requirements, entitlements, rules, and regulations under the FMLA*, please refer to the U.S. Department of Labor who administers and enforces the FMLA* through its Wage and Hour Division (WHD*):

https://www.dol.gov/agencies/whd/FMLA*

Communication before, during, and after FMLA* leave is a shared responsibility that requires prompt attention to all required forms, notices, and deadlines. While Human Resources Department staff (HR) will provide the necessary forms, notices of rights and responsibilities, and information regarding required documentation, it is the employee's responsibility to complete, return, and maintain these documents within the specified timelines. Failure to provide the necessary documentation on time may result in delays, denial of FMLA* protections, or other employment consequences consistent with applicable laws and City policies. While HR will provide required notices, forms, and guidance, employees are responsible for completing and returning required documentation within specified timelines. HR cannot complete documentation on an employee's behalf.

7.5.1 Employee Eligibility and Entitlements

Employee Eligibility:

- The employee must work at a location where the company employs 50 or more employees within 75 miles (The City employs at least 50 employees within a 75-mile radius of the employee's worksite.)
- The employee must have worked for the City for at least 12 months (need not be consecutive). And
- The employee must have worked at least 1,250 hours in the 12 months immediately preceding the leave.

When a leave qualifies under the federal Family and Medical Leave Act (FMLA*), the City is required by law to designate the leave as FMLA*. Per 9 CFR § 825.301(d); 29 CFR § 825.220(d), employees cannot decline or delay FMLA* designation in order to preserve FMLA* entitlement for later use. If the leave also qualifies for Washington PFML*, the two leaves will run concurrently.

Employee Entitlements:

- Serious Health Condition
 - Up to 12 workweeks of unpaid leave in a 12-month period for one or more qualifying reasons, including:

- The birth of a child and to care for the newborn child within one year of birth. *If both parents work for the City, bonding leave entitlements will be administered in accordance with applicable FMLA* regulations and City policy.
 - The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
 - To care for the employee's spouse, child, or parent who has a serious health condition.
 - A serious health condition that makes the employee unable to perform the essential functions of their job.
 - Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on "covered active duty."
- Military Family Leave
 - o Up to 26 workweeks of unpaid leave in a single 12-month period to care for a covered service member with a serious injury or illness.
- Maintenance of group health insurance
 - o For employees covered by the City's group health insurance plan, the City will continue to provide paid health insurance coverage during the FMLA* on the same basis as during regular employment.
 - Employees remain responsible for their portion of insurance premiums that are normally deducted from their paycheck. If the employee's paycheck does not cover these deductions, they must coordinate with Payroll to make alternative arrangements to ensure premiums are paid.
 - o If the employee is covered by other insurance plans through the City, such as life or disability insurance, this coverage will continue.
 - o Vacation and sick leave accruals will continue if the employee is receiving a paycheck via usage of vacation, sick, compensatory, or management leave usage.
 - o If an employee does not return to work after using their full FMLA* leave entitlement, the City will require the employee to reimburse the City for its share of health insurance premiums paid during the leave. Repayment will not be required if the employee does not return to work due to circumstances beyond their control, consistent with federal law. Examples may include, but are not limited to:
 - The employee remains unable to work due to their own serious health condition, or a family member's serious health condition continues or worsens.
 - The death of the employee.
 - Pregnancy or childbirth complications that prevent the employee's return.

- A spouse is transferred to another city or state by the military or an employer.
 - The employee becomes disabled or medically unable to return.
 - Unexpected loss of childcare arrangements.
 - The position is eliminated due to a layoff, reorganization, or reduction in force not related to the employee's leave.
- Continuous or Intermittent Leave
 - o Employees can take FMLA* leave as either a single block of time (for example, three (3) weeks of leave for surgery and recovery) or in multiple, smaller blocks of time if medically necessary (for example, occasional absences due to chemotherapy treatment). Intermittent or reduced-schedule leave for bonding is subject to City approval, as permitted by law.
 - o Employees can also take leave on a part-time basis if medically necessary (for example, if after surgery the employee is able to return to work part-time per doctor's orders (for example, only four (4) hours a day or three (3) days a week for a period of time). The specific needs of the part-time or intermittent leave arrangements must be outlined in the certification of serious health condition.
 - o FMLA* leave may run concurrently with other forms of leave, as permitted by law and City policy.
- Job Restoration
 - o When an employee returns from FMLA* leave, they must be restored to the same job that the employee held when the leave began or to an "equivalent job." An "equivalent job" means a job that is virtually identical to the original job in terms of pay, benefits, and other employment terms and conditions (including shift and location).
 - o Employees on leave remain subject to legitimate job changes or layoffs that would have occurred if they had not been on leave.
 - o The City may deny reinstatement to key employees if returning them would cause serious financial harm to operations.
 - A key employee is a salaried FMLA*-eligible employee who is among the highest paid 10% of all employees, both eligible and not eligible, within 75 miles of the worksite
 - o If requested in the FMLA* Designation notice, job restoration may be delayed until the requested fitness-for-duty documentation is submitted to HR for review and approval. See section 7.5.2 "Fitness for Duty" for additional details.
 - An employee who does not provide a fitness-for-duty certification or request additional FMLA* leave is no longer entitled to reinstatement under the FMLA* (§ 825.313(d)).

7.5.2 Employee Responsibilities

- Notice of Leave
 - Provide at least 30 days' advance notice to the employee's supervisor and HR when the need for leave is foreseeable.
 - If leave is unforeseeable, notify the supervisor and HR as soon as possible (generally within one (1) business day).
- Certification and Documentation
 - Return required FMLA* forms, including Certification of Serious Health Condition (when applicable), within 15 calendar days of request unless it is not possible despite the employee's diligent, good faith efforts.
 - Employees are responsible for the cost of obtaining medical certification of serious health condition and for ensuring required documentation is submitted to HR. Failure to provide the certification may result in delay or denial of FMLA* protections, consistent with federal law.
 - Notify HR if circumstances change, including a need to extend leave or a change in your expected return-to-work date.
 - If an extension is requested or circumstances change, updated certification may be required. When requested, employees generally have 15 calendar days to submit updated documentation.
- Use of Paid Leave
 - FMLA* is unpaid. However, under City policy, certain accrued paid leave balances are to be used during FMLA* before moving to unpaid status:
 - Sick leave, day of choice, management leave, vacation, and compensatory time must be used before the leave becomes unpaid.
 - Employees should notify their supervisor in advance of the number of hours to be recorded on their timecard. Day of Choice and Management Leave must be used first, as these balances do not carry over at the end of the calendar year.
- Communication While on Leave
 - The employee must remain in reasonable contact with HR regarding changes in status, return-to-work date, fitness-for-duty certifications (if applicable), coordination of benefit premium payments, and any requested extensions.
 - While on FMLA*, employees are not expected to perform work or respond to work matters, except to communicate with HR and your supervisor about return-to-work plans.
- Fitness for Duty
 - If FMLA* is taken for the employee's own serious health condition, HR may require a fitness-for-duty certification before the employee returns to work. This requirement will be identified in the FMLA* Designation Notice.
 - When required, HR will provide the form, explain what information is needed, and allow reasonable time for submission.

- o Job restoration may be delayed until the certification is received and reviewed. HR will typically review certifications within one to two business days.
- o If certification is provided on the return-to-work date, the employee will not be turned away without same-day consideration unless the review cannot reasonably be completed.
- o HR may contact the health care provider to clarify or authenticate the certification, consistent with HIPAA and FMLA* requirements. An employee's return to work will not be delayed solely for this purpose.
- o Employees who fail to provide a required fitness-for-duty certification (or request additional FMLA* leave) may lose reinstatement rights, as permitted under FMLA* regulations (§ 825.313(d)).
- Return to Work
 - o If an employee determines they will not be returning to work for any reason following FMLA* leave, they must notify their supervisor and HR immediately.

7.5.3 Supervisor Responsibilities

Effective communication between supervisors, employees, and HR is critical to administering FMLA*. Because employees do not need to specifically request “FMLA*” to be covered, supervisors must recognize potential qualifying situations and involve HR promptly. Examples of this may include statements such as:

- “I need surgery and will be out for a while.”
- “My mom’s getting cancer treatments, and I need to drive her.”
- “I’ve been really sick and the doctor says I’ll need to be out at least another week.”
- “My spouse is being deployed, and I need time to get things in order, which may qualify as military family leave under FMLA*.”

To that end, supervisors are responsible for:

- Receiving Requests
 - o Respond quickly to attendance issues or leave requests that may relate to FMLA*.
 - o Document and report information that may indicate FMLA* eligibility to HR without delay.
 - o Forward information promptly to avoid missed federal deadlines.
 - o Immediately notify HR when an employee requests leave or when circumstances suggest it may qualify.
 - o Avoid medical inquiries—refer employees to HR for any certification or medical documentation needs.
 - o Supervisors should not approve or deny FMLA* leave or make eligibility determinations; all determinations are made by HR.

- Non-Interference and Non-Retaliation
 - o Do not discourage or interfere with an employee's right to request or take FMLA*.
 - o Ensure employees are not penalized for absences that qualify as protected FMLA*.
 - o Evaluate performance and attendance based only on non-FMLA*-related factors and neutral performance standards applied consistently to all employees.
 - o Consult HR before taking any disciplinary or performance action that may involve FMLA-related absences.
- Work Coverage Planning
 - o Collaborate with HR or department director to plan for coverage of work assignments during the employee's absence.
 - o Ensure workloads are adjusted fairly among staff.
- Confidentiality
 - o Maintain strict confidentiality regarding the details surrounding the employee's need for FMLA* and any medical information that the employee may have disclosed to the supervisor.
 - o Supervisors who are aware that an employee is on FMLA* or other medical leave must keep this information confidential and may not disclose it to others.
 - o Only share information on a need-to-know basis with HR or authorized personnel.
 - o Supervisors may be informed of work restrictions or accommodations, but this information must also be kept confidential and shared only as needed to ensure proper implementation.
- Return-to-Work
 - o Do not allow an employee to return to work if a fitness-for-duty certification is required under company policy until HR has confirmed receipt and approval.
 - o Welcome the employee back by clarifying priorities, explaining any process changes, and supporting reintegration with reasonable medical accommodations as needed.

7.5.4 HR Responsibilities

HR is responsible for receiving FMLA* requests, determining eligibility, providing employees with the necessary forms, designation notices, and notices of rights and responsibilities.

For the purposes of this policy:

- FMLA* eligibility refers to whether an employee meets the legal requirements to qualify for FMLA* (12 months of employment, 1,250 hours worked in the past 12 months, and working at a site with 50+ employees within 75 miles).
- FMLA* designation refers to whether a specific absence is officially counted as FMLA*. Once an eligible employee requests leave or the City becomes aware of a qualifying reason, HR must notify the employee that the absence is designated as FMLA* and counts toward their 12-week entitlement.

Once an employee requests leave for a potentially FMLA*-qualifying reason, or the City becomes aware that an absence may qualify, HR will review the details, including anticipated dates of leave and if the leave is for the employee's own serious health condition or for a family member's serious health condition, to determine if the employee may be eligible.

- Within five (5) business days of a leave request (or learning an absence may qualify), HR will provide the employee with:
 - An eligibility or denial notice and rights and responsibilities notice.
 - Information on whether a certification of serious health condition is required, along with the necessary forms.
- If a certification of serious health condition is required, the employee has 15 calendar days to return the completed forms to HR.
- Once HR has sufficient information to determine whether the leave qualifies (including receipt of a completed certification, if required), HR will issue a designation notice (designating or denying FMLA* coverage for the leave) within five (5) calendar days.
 - If the certification of serious health condition is incomplete, HR will identify the deficiencies in writing and give the employee seven (7) calendar days to correct them. HR may provisionally designate leave as FMLA* pending receipt of required certification.
 - If the employee fails to return a complete and sufficient certification within the required timeframes, HR may delay or deny FMLA* protection for the leave.

7.5.5 Non-Interference and Retaliation Prohibition

Employees exercising their rights under FMLA* will not be subject to interference, restraint, discrimination, or retaliation. The City is committed to fair and lawful administration of this policy. Employers are prohibited from discriminating against or retaliating against an employee or prospective employee for having exercised or attempting to exercise any FMLA* right. Examples include:

- Using the taking of FMLA* leave as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions.
- Counting FMLA* leave under “no fault” attendance policies, or
- Failing to provide benefits to an employee on unpaid FMLA* leave if the employer provides those benefits to employees who use other types of unpaid leave.

7.5.6 Retirement Service Credits

FMLA* is considered an unpaid leave of absence so employees will not receive retirement service credits through the Department of Retirement Systems (DRS) while on FMLA*. Employees may maintain service credit by using accrued paid leave from the City while on FMLA*. Employees returning from authorized leave may also be eligible to purchase service credits directly through DRS. Payroll will report any compensated hours to DRS for retirement credit purposes.

7.6 WASHINGTON PAID FAMILY AND MEDICAL LEAVE (PFML*)

The *Washington State Paid Family and Medical Leave (PFML*)* program is a mandatory program administered by the Washington State Employment Security Department (ESD**). PFML* provides eligible employees with partial wage replacement benefits and job protection under certain circumstances when they need time away from work for various family and medical circumstances, including birth or placement of a child and care of family members with serious health conditions.

This policy is intended to provide a summary of employee eligibility, leave entitlements, and the responsibilities of both employees and the City. It does not replace or cover every detail of the law. For the complete requirements, entitlements, rules, and regulations under PFML*, please refer to <https://paidleave.wa.gov/>.

7.6.1 Employee Eligibility and Entitlements

Partial Wage Replacement:

PFML* provides partial wage replacement benefits to qualified employees through ESD*, not through the City’s payroll. The benefit amount and duration are determined by ESD*.

To be eligible for wage replacement benefits, employees must work 820 hours or more, at one job or combined from multiple jobs, in the “qualifying period,” which is defined as:

- The first four (4) of the last five (5) completed calendar quarters, or
- The last four (4) completed calendar quarters.

Job Protection and Restoration:

To be eligible for job protection under PFML*, an employee must have begun employment with the City at least 180 calendar days before taking the leave.

Employees may be entitled to further job protection under FMLA* if they are eligible. See section 7.5.1 for additional details regarding FMLA* eligibility.

If an employee qualifies for both PFML* and FMLA* for the same qualifying reason, the leave will run concurrently, whether the leave is taken continuously or intermittently. FMLA* designation is based on eligibility and the reason for leave, not on employee consent. An employee may choose whether or not to apply for PFML* wage-replacement benefits, but they cannot opt out of FMLA* if the leave qualifies, per [9 CFR § 825.301\(d\)](#) and [29 CFR § 825.220\(d\)](#).

Leave Entitlement:

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 (2) weeks of leave may be available in the event the employee's leave involves incapacity due to their pregnancy.

The claim year begins when the employee files a claim for PFML* benefits or upon the birth/placement of the employee's child.

PFML* may be taken for the following reasons:

- Medical Leave
 - The employee's own serious health condition, which is an illness, injury, 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 PFML*.
 - PFML* wage-replacement benefits are generally not payable for periods during which the employee is receiving workers' compensation time-loss benefits for the same hours
- Family Leave
 - To care for a covered family member with a serious health condition; or
 - 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),
 - For bereavement during the seven calendar days following the death of the employee's child, or
 - For qualifying military exigencies.

For purposes of family leave, covered family members include the employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, spouse, or any individual where the relationship creates an expectation that the employee care for that individual, regardless of whether or not they live in the same home.

Maintenance of group health insurance:

For employees covered by the City's group health insurance plan, the City will continue to provide paid health insurance coverage during the PFML* on the same basis as during regular employment. Employees remain responsible for their portion of insurance premiums that are normally deducted from their paycheck. If the employee's paycheck does not cover these deductions, they must coordinate with Payroll to make alternative arrangements to ensure premiums are paid.

If the employee is covered by other insurance plans through the City, such as life or disability insurance, this coverage will continue on the same basis as during regular employment. Vacation and sick leave accruals will continue only if the employee is participating in PFML* buy back. Refer to section 7.6.6 for PFML* buy back details. If the employee chooses not to return to work after the leave, the employee is required to reimburse the City for its portion of the insurance premium unless failure to return to work was beyond the employee's control.

Continuous or Intermittent Leave:

Employees can take PFML* as either a single block of time (for example, three (3) weeks of leave for surgery and recovery) or in multiple, smaller blocks of time if medically necessary (for example, occasional absences due to chemotherapy). Employees can also take leave on a part-time basis if medically necessary (for example, if after surgery the employee is able to return to work only four (4) hours a day or three (3) days a week for a period of time).

PFML* may run concurrently with other forms of leave, as permitted by law and City policy.

Job Restoration:

When an employee returns from PFML* leave, they must be restored to the same job that the employee held when the leave began or to an "equivalent job." An "equivalent job" means a job that is virtually identical to the original job in terms of pay, benefits, and other employment terms and conditions (including shift and location). Employees on leave remain subject to legitimate job changes or layoffs that would have occurred if they had not been on leave.

The City may deny reinstatement to key employees only to the extent permitted under the FMLA* when FMLA* applies concurrently

If the employee is taking FMLA* concurrently with PFML*, and HR has requested a fitness-for-duty certification in the FMLA* designation notice, job restoration may be delayed until the requested fitness-for-duty documentation is submitted to HR for review and approval. An employee who does not provide a fitness-for-duty certification or request additional FMLA* leave is no longer entitled to reinstatement under the FMLA* (§ 825.313(d)).

7.6.2 Employee Responsibilities

Communication before, during, and after PFML* is a shared responsibility that requires prompt attention to all required forms, notices, and deadlines. While HR will provide the necessary notices of rights, it is the employee's responsibility to coordinate with ESD* for application materials, benefit payments, completion of required weekly reporting, as well as coordinating the use of other accrued paid leave with their supervisor and payroll. Failure to provide the necessary documentation on time may result in delays, denial of PFML* protections, or other employment consequences consistent with applicable laws and City policies.

To that end, employees seeking PFML* are responsible for the following:

Notice of Leave:

- Provide at least 30 days' advance notice to the employee's supervisor and HR when the need for leave is foreseeable.
- If leave is unforeseeable, notify the supervisor and HR as soon as possible (generally within one (1) business day).
- If an employee fails to provide this required notice to the City, ESD* will temporarily deny PFML* benefits.
- After receiving the employee's notice of the need for leave, the City will advise the employee whether or not they may be eligible for job protection under PFML* or FMLA* or both.

PFML* Application:

- An employee must submit an application to ESD* to seek PFML* benefits (<https://paidleave.wa.gov/login/>).
- For guidance on the application process, please refer to the ESD* website (www.paidleave.wa.gov).
- Eligibility determinations will be made by ESD*. If approved, the employee is solely responsible for complying with the requirements of ESD*'s PFML* Program.

- If an employee needs to extend the duration of PFML*, the employee shall notify ESD* and HR as soon as possible.

Use of Paid Leave:

- With the exception of leave being taken in connection with the birth or placement of a child or covered military exigency, monetary PFML* benefits are subject to a seven (7) day waiting period. An employee must use accrued leave during this waiting period to receive compensation, but such usage of accruals must be reported to ESD*.
 - The waiting period begins on the Sunday of the week in which PFML* is first taken.
- PFML* provides partial wage replacement to qualified employees. An employee may use other paid leave types such as sick leave, vacation, management leave, day of choice, or compensatory time to supplement the difference between the PFML* benefit and their regular wage.
 - When submitting a weekly PFML* benefit application to ESD*, an employee should not report the use of supplemental accrued leave to ESD*; this will ensure that the full PFML* benefit is received for the week.

Communication While on Leave:

- An employee must remain in reasonable contact with HR regarding changes in status, return-to-work date, and coordination of benefit premium payments.

Fitness for Duty:

- If the employee takes PFML* concurrently with FMLA* and the leave is taken for the employee's own serious health condition, a fitness-for-duty certification may be required before the employee can return to work. HR will indicate if this requirement applies in the FMLA* Designation Notice. See section 7.5.3 for additional details regarding FMLA* Designation Notices.

Return to Work:

- If the employee taking PFML* determines they will not be returning to work for any reason, the employee must inform their supervisor and HR immediately.
 - The City reserves the right to recover the cost of benefits from the employee if the employee does not return to work following their leave of absence.

7.6.3 Supervisor Responsibilities

Effective communication between supervisors, employees, and HR is essential to successfully administering PMLA. Because employees do not need to specifically request “PFML*” to be entitled to it, supervisors must recognize when the employee’s situation may qualify and promptly involve HR.

To that end, supervisors are responsible for:

Receiving Requests:

- Respond quickly to attendance issues or leave requests that may relate to PFML*.
- Document and report information that may indicate PFML* eligibility to HR without delay.
- Forward information promptly to avoid missed state and federal deadlines.
- Immediately notify HR when an employee requests leave or when circumstances suggest it may qualify.
- Avoid medical inquiries—refer employees to HR for any certification or medical documentation needs.

Non-Interference and Non-Retaliation:

- Do not discourage or interfere with an employee’s right to request or take PFML*.
- Ensure employees are not penalized for absences that qualify as protected PFML*.
- Evaluate performance and attendance based only on non-PFML*-related factors.
- Consult HR before taking any disciplinary or performance action that may involve PFML*-related absences.

Work Coverage Planning:

- Collaborate with HR or department director to plan for coverage of work assignments during the employee’s absence.
- Ensure workloads are adjusted fairly among staff.

Confidentiality:

- Maintain strict confidentiality regarding the employee’s medical information.
- Only share information on a need-to-know basis with HR or authorized personnel.
- Supervisors may be informed of work restrictions or accommodations, but this information must also be kept confidential and shared only as needed to ensure proper implementation.

Return-to-Work:

- Do not allow an employee to return until HR has confirmed receipt and approval of any required fitness-for-duty certification.
- Welcome the employee back by clarifying priorities, explaining any process changes, and supporting reintegration with reasonable medical accommodations as needed.

7.6.4 HR Responsibilities

HR is responsible for receiving PFML* notifications, providing employees with the necessary notices of rights and responsibilities, notifying supervisors of anticipated leave, and coordinating with payroll.

7.6.5 Non-Interference and Retaliation Prohibition

Employees exercising their rights under PFML* will not be subject to interference, restraint, discrimination, or retaliation. The City is committed to fair and lawful administration of this policy. Employers are prohibited from discriminating against or retaliating against an employee or prospective employee for having exercised or attempting to exercise any PFML* right. Examples include:

- Using the taking of PFML* as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions,
- Counting PFML* under “no fault” attendance policies, or
- Failing to provide benefits to the employee on unpaid PFML* if the employer provides those benefits to employees who use other types of unpaid leave.

7.6.6 Retirement Service Credits and PFML* Buy Back

Wage replacement benefits paid by ESD* do not earn retirement service credit as the Department of Retirement Systems (DRS) considers PFML* as unpaid leave. Employees may maintain service credit by using accrued paid leave from the City while on PFML*. This process is called “buy back.” Employees returning from an authorized leave may also be eligible to purchase service credits directly through DRS. Requests for buy back must be submitted to Payroll and are subject to normal processing timelines. Payroll will report any compensated hours to DRS for retirement credit purposes.

7.7 DONATED LEAVE PROGRAM

The City Manager may approve employees (donors) to donate their accrued vacation leave to another City employee who is suffering from or has an immediate family member suffering from an unforeseeable, severe illness, injury, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate their employment.

The following eligibility rules apply to employees receiving donated leave. The employee must:

- Be a regular full- or part-time employee not currently in orientation period.
- Not be eligible for time-loss payments under the worker's compensation program.
- Have exhausted all sick, vacation, management, day of choice, and compensatory time leaves.
- Have abided by City policies regarding use of sick leave in the past; and
- If requested by HR, provide appropriate medical documentation justifying the necessity for leave and the time for which the employee can reasonably be expected to be absent from work.

Donors may transfer one (1) or more hours of accrued vacation leave to the receiving employee in increments of one (1) hour. The value of the donated leave is converted to sick leave based on the receiving employee's rate of pay on an hour-for-hour basis. There is no cap on the amount of leave donated as long as the donor employee retains a vacation time balance of at least 80 hours.

Donated hours not used by the receiving employee will be transferred back to the donor in the amount donated at the end of the calendar year. Donated hours cannot be used to supplement long-term disability (LTD*) insurance benefits. The cap on donations received is the duration of the waiting period for the City's LTD insurance.

While an employee is using donated leave, they will continue to receive the same treatment with respect to wages and benefits as the employee would otherwise receive if using their own vacation or sick leave.

Employees seeking donated leave must submit their request to HR, which will obtain any necessary information to evaluate the request and coordinate with City Manager and Payroll.

Misuse or abuse of the donated leave program may result in the denial or revocation of shared leave. Unused donated leave will not be paid out to the employee upon separation from employment under any circumstances.

7.8 BEREAVEMENT LEAVE

The purpose of bereavement leave is to allow an employee who has suffered a loss of a family member (as defined in section 9.0) to begin the grieving and healing process, to attend the funeral or memorial service, and to make arrangements relating to the service, the family, or the estate of the deceased. Regular full-time, part-time, and orientation status employees are eligible for up to 40 hours of paid bereavement leave, upon approval of the department director.

Nothing in this policy prohibits an employee from using accrued vacation leave, sick leave, day of choice, management leave, or compensatory time off for bereavement purposes.

7.9 MILITARY LEAVE

Employees who are members of the Washington National Guard or a U.S. military unit are entitled to up to twenty-one (21) working days of paid military leave per year to perform official military duties. The relevant year for purposes of this paid military leave begins October 1st and ends the following year on September 30th. The employee will receive their regular City salary in addition to their military pay and will continue to accrue all applicable benefits. Military leave utilization will be tracked by HR* and Payroll to ensure compliance with [RCW* 38.40.060](#) and federal reporting requirements. Employees may request a statement of their remaining balance from Payroll.

7.9.1 Notice and Documentation

Notice: Employees are required to provide advance notice of military service at least 30 days prior to departure for uniformed service when it is feasible to do so, with some exceptions. Notice may be either written or oral. It may be provided by the employee or by an appropriate officer of the branch of the military in which the employee will be serving. However, no notice is required if:

- Military necessity prevents the giving of notice; or
- The giving of notice is otherwise impossible or unreasonable.

Documentation: For periods of service exceeding 30 days, the City may require documentation (e.g., orders, statement of service, etc.) upon return to verify eligibility for USERRA* protections (e.g. job restoration). For service of 30 days or less, documentation generally cannot be required.

7.9.2 Eligibility

Employees who take leave for active military service are entitled to reemployment under the Uniformed Services Employment and Reemployment Rights Act (USERRA*) if:

- The employee provides advance written or verbal notice of being called to active duty,
- The employee has five (5) years or less of cumulative service in the uniformed services while with the City,
- The employee returns to work or applies for reemployment in a timely manner after conclusion of service, and
- The employee has not been separated from service with a disqualifying discharge or under other than honorable conditions.

Eligible employees will be restored to the position and benefits they would have attained had they not been absent for military service, or to a comparable position. Nothing in this policy diminishes or limits any rights provided under USERRA or other applicable state or federal law.

7.9.3 Leave for Spouses and Registered Domestic Partners of Military Personnel

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to 15 days of unpaid leave while his/her spouse or registered domestic partner is on leave from deployment, or before and up to deployment. The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide the City with notice of his/her intent to take leave within five (5) business days of receiving official notice that the employee's spouse or registered domestic partner will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

7.9.4 Leave for Military Caregivers or Qualifying Exigencies

Under the City's Family and Medical Leave policy, employees who are eligible for FMLA* may take leave to care for an injured service member in the employee's family or for qualifying exigencies arising from a family member's deployment to military service. Please refer to Section 7.5 for specific information.

7.9.5 Compliance Disclaimer

This policy will be interpreted and applied consistent with the Uniformed Services Employment and Reemployment Rights Act (USERRA*), the Washington State Military Leave laws* ([RCW* 38.40.060](#) and [RCW* 49.77](#)), the Family and Medical Leave Act (FMLA*), and any other applicable federal, state, or local laws and regulations. Where this policy provides fewer rights than applicable law, the law will control.

7.10 CIVIL LEAVE

Employees may be required to serve jury duty, appear as a witness, or attend court for work-related reasons. The City encourages employees to fulfill these legal and civic responsibilities and will not discourage participation.

Employees must notify their supervisor as soon as possible after receiving a jury summons or witness subpoena. A copy of the summons must be provided upon request.

If an employee is released from jury or witness duty for four (4) or more hours in a day, they are expected to return to work for the remainder of their regular shift.

Civil leave with pay is provided as follows:

7.10.1 Jury Duty

- Employees will be paid for their regularly scheduled work hours while serving on jury duty, including travel time (less their normal commute).
- Employees may keep any mileage reimbursement provided by the court.
- The number of paid hours will match the employee's normal daily schedule (e.g., 8 hours if scheduled for 8, 6 hours if scheduled for 6).
- Compensation for jury service (other than expense reimbursements) will be deducted from the employee's salary to prevent double pay. Employees may instead turn in jury service pay to the City and receive their full salary.

7.10.2 Court appearances on work-related matters

- Employees will be paid for their regularly scheduled work hours, including travel time (less their normal commute), when appearing in court on City-related business (unless otherwise stated in a union contract).
- Any witness fees must be turned over to the City. Employees may keep travel reimbursements.

7.10.3 Court appearances on personal matters

- Employees may use up to one (1) paid days per calendar year to appear in court as a witness, if the case provides no personal benefit to them.
- If additional time is needed beyond two days, employees must use vacation leave, management leave, or compensatory time. In these cases, employees may keep court pay and travel reimbursements.

7.11 DOMESTIC VIOLENCE LEAVE

The City provides leave in accordance with the Washington State Domestic Violence Leave Act ([RCW* 49.76](#) and [WAC* 296-135](#)). Eligible employees may take reasonable leave from work, intermittent or continuous, if they or their family member is a victim of domestic violence, sexual assault, or stalking. Leave may be used to:

- Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or employee's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, stalking, or hate crime
- Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, stalking, or hate crime, or to attend to health care treatment for a victim who is the employee's family member,
- Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, stalking, or hate crime,
- Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, stalking, or hate crime, in which the employee or the employee's family member was a victim of domestic violence, sexual assault, stalking, or hate crime, or
- Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, stalking, or hate crime.

7.11.1 Eligibility and Use of Leave

All employees are eligible, regardless of length of service or hours worked. Leave may be paid through the substitution of accrued vacation, sick leave, day of choice, management leave, compensatory time, or other available paid leave. Once paid leave is exhausted, the remainder of leave will be unpaid.

7.11.2 Notice and Verification

Employees must provide advance notice of the need for leave to their supervisor and HR, whenever possible. If advance notice is not feasible, notice must be provided no later than the end of the first day the employee takes leave. Verification may be requested, such as a police report, court order, or documentation from a healthcare provider, advocate, or clergy member. Verification will be kept strictly confidential.

7.11.3 Job Protection

Employees taking domestic violence leave will be restored to the same or equivalent position with the same pay and benefits. The City strictly prohibits retaliation against any employee for requesting or taking domestic violence leave.

7.12 OTHER LEAVES OF ABSENCE

Upon the approval of the City Manager and HR, an employee may take an unpaid leave of absence for educational, training, military, religion, or other desirable purposes. Consideration of an employee's written request for a leave of absence shall include the reason for requesting leave and the expected date of return to work. Requests for leave will be considered on a case-by-case basis, taking into account the amount of time off needed, the City's ability to cover the absence and other relevant factors.

Prior to taking an extended unpaid leave of absence, all accrued vacation and compensatory time off must be used as well as other forms of paid leave applicable to the specific situation (such as bereavement leave, sick leave, day of choice, management leave, etc.).

It is the responsibility of the employee to notify their department director in writing of their intention to return to work on a specific day at least two (2) weeks prior to the end of the leave of absence. In the absence of extenuating circumstances, the employee's failure to notify the City shall be considered a voluntary resignation from their position.

While on an unpaid leave of absence, the employee no longer continues to accrue benefits such as credit for continuous service, leave benefits, eligibility for salary step increases, retirement benefits or other related benefits including City-paid premiums for health care insurance. Per COBRA regulations, an employee may opt to self-pay to maintain coverage under the City's health insurance program. An employee may also choose to buy back service credits into the state retirement system for the period of an unpaid leave of absence due to a disability.

Nothing in this policy guarantees an employee's right to return to City employment, either in their previous position or another position, during or after the completion of an approved leave of absence.

CHAPTER 8: TRAINING, DEVELOPMENT, AND RECOGNITION

8.1 TRAVEL AND MEETING EXPENSES

Employees must obtain prior approval from their supervisor and department director before incurring expenses for official travel or off-site meetings. The City will reimburse actual, reasonable, and necessary expenses directly related to City business.

Reimbursement will not be provided for:

- Personal expenses including lost or damaged items, liquor, etc.
- Expenses of family members, including a spouse or registered domestic partner
- Entertainment costs, even if incurred during official travel or meetings

For detailed guidance on allowable expenses and reimbursement procedures, please refer to the City's adopted travel and purchasing policies.

8.2 JOB-RELATED TRAINING

The City values employee development as a means to improve job performance, strengthen professional skills, support continuous learning throughout an employee's career, and maintain a more capable workforce. This may include writing and communication courses, technical skill development, interim supervisory opportunities, or other learning experiences relevant to the employee's role.

8.2.1 Eligibility

Eligibility requirements include:

- The training is directly related to the employee's current position or to a position within a reasonable line of career progression within the City.
- The employees' performance and attendance are in good standing, with no active disciplinary actions that would affect eligibility.
- The training has been approved in advance by the employee's supervisor and department director to ensure alignment with operational needs and budget availability.
- The training is expected to enhance job performance, support succession planning, or contribute to the City's organizational goals.
- When training involves travel or costs, the employee must comply with all applicable travel, reimbursement, and purchasing procedures.

8.2.2 Process

Supervisors and department directors must pre-approve training requests to ensure they support both the employees' professional development goals and departmental objectives.

The City offers a variety of training opportunities, including:

- Free resources such as courses and seminars provided by WCIA* and MRSC*.
- Additional training that may involve costs, such as certifications, renewals, seminars, webinars, conferences, or business meetings that are required by the City or beneficial to City operations.

The City will provide job-related training as needed and as funding allows. Each department has a dedicated training and travel budget that will be considered when reviewing requests. Work schedules may be adjusted to minimize or avoid overtime costs.

The City may reimburse or directly pay expenses for approved job-related training after the training is completed.

Employees attending training that requires travel must coordinate coverage of their duties with their supervisor.

8.3 TUITION REIMBURSEMENT

The City may pay for professional development expenses at an accredited college, university, or vocational training institute, dependent on the availability of budgeted funds and approval of the department director and City Manager. Tuition reimbursement must be requested in advance and include documentation as to the estimated costs. Depending on availability of budgeted funds, the City Manager will approve a set amount that will be eligible for reimbursement following successful completion of the coursework.

8.3.1 Eligibility

Eligibility requirements include:

- The employee's employment status is regular full or part-time,
- Coursework is completed during non-work hours (an alternative schedule may be used), and
- The education is related to the employee's current position or one within a reasonable line of career progression with the City.

8.3.2 Reimbursement Parameters

Reimbursement will be made for tuition only, at the rates established below. The employee will pay other costs associated with the coursework such as books or other fees. Since the time spent by the employee attending classes is during non-work hours, it is not compensable time.

- Employees who obtain a passing grade of A- and/or 3.7 or better will qualify for reimbursement of 100% of the approved costs,
- Employees who obtain a passing grade of B- and/or 2.7 or better will qualify for reimbursement of 75% of the approved costs (i.e. if the approved amount for reimbursement was \$2500, the employee receives reimbursement in the amount of \$1,875), or
- Employees who obtain a passing grade of C and/or 2.0 or better will qualify for reimbursement of 50% of the approved costs.

8.3.3 Submitting for Reimbursement

Upon completing the course, the employee whose request has been approved before the course began shall submit the following items within sixty (60) days of completion to Human Resources:

- A completed Expense Reimbursement Request form,
- A signed payback provision agreement,
- Documentation for paid tuition and
- Unofficial or official transcript of grades.

8.3.4 Payback Provision

If the employee separates from employment with the City prior to two (2) years after completion of the coursework, they will be required to repay the associated reimbursement on a pro-rata basis unless other terms have been approved by the City Manager.

- Separation within 6 months of course completion: repay 75%
- Separation after 6 months but within 12 months: repay 50%
- Separation after 12 months but before 24 months: repay 25%
- Separation after 24 months: no repayment required

8.4 EMPLOYEE RECOGNITION AND AWARD PROGRAMS

The City appreciates the hard work of its employees and utilizes a recognition program as a means of honoring employees for outstanding contributions.

The City Manager may authorize the creation and implementation of formalized employee recognition and award programs that are designed to reward outstanding public service actions and/or cost-savings measures undertaken by the City's employees. The City Manager reserves the right to discontinue such programs at a future date.

8.4.1 Award for Outstanding Performance

Supervisors and above may submit nominations for consideration for employees to receive vacation leave, in 1-hour increments, in recognition of outstanding performance. All nominations will be reviewed by the department director, City Manager and HR*.

8.4.2 Service and Retirement Awards

Service awards, such as plaques, may be given to employees who reach years of service at predetermined levels, usually in five-year increments. Retirement awards may be given to retiring employees upon retirement from the City.

Acknowledgement and Receipt of Employee Handbook

I acknowledge that I have received a copy of the City of Mountlake Terrace Employee Handbook (“Handbook”). I understand that it is my responsibility to read, understand, and comply with the policies, procedures, and expectations contained in this Handbook, as well as any updates or revisions issued by the City.

I understand that this Handbook is intended to provide general information regarding employment policies and practices and does not constitute a contract or guarantee of employment. Except where otherwise provided by collective bargaining agreements, applicable laws, or formal employment contracts, employment with the City is at-will and may be terminated by either the employee or the City at any time, with or without cause or notice.

I understand that the City reserves the right to modify, suspend, or revoke any policy, procedure, or benefit described in this Handbook at any time, with or without prior notice, as it deems necessary. Any such changes will be communicated to employees in a timely manner.

I further acknowledge that:

- I am responsible for familiarizing myself with the contents of this Handbook and for asking questions if I need clarification on any policy or procedure.
- I will comply with all City policies, procedures, rules, and standards of conduct.
- Failure to comply with City policies may result in disciplinary action, up to and including termination of employment.
- A copy of this signed acknowledgment will be kept in my personnel file.

By signing below, I confirm that I have received, read, and understand the City’s Employee Handbook and agree to abide by its provisions.

Employee Name (Print): _____

Employee Signature: _____ Date: _____

HR or Supervisor Witness Signature: _____ Date: _____

Annual Reaffirmation

I acknowledge that I have reviewed and reaffirmed my understanding of the City of Mountlake Terrace Employee Handbook as part of the annual review process.

Employee Initials: _____ Date: _____

APPENDIX A: IMPROPER GOVERNMENTAL ACTION AGENCY LISTINGS

The following is a 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 Human Resources.

Agency	Address	Phone Number
Mountlake Terrace City Attorney – Hillary Evans	23204 58 th Ave W Mountlake Terrace, WA 98043	425-392-7090
Mountlake Terrace Police Department	5906 – 232 nd Street SW Mountlake Terrace, WA 98043	425.670.8260
Snohomish County Prosecuting Attorney	3000 Rockefeller Avenue, MS504 1 st Floor, Mission Bldg. Everett, WA 98201	425.388.3333
Puget Sound Water Quality Authority	P.O. Box 40900 Olympia, WA 98504	800.54.SOUND
Washington State Department of Agriculture	PO Box 42560 1111 Washington St. SE Olympia, WA 98504	360.902.1800
Washington State Attorney General – Fair Practices Division	800 Fifth Avenue Suite 2000 Seattle, WA 98104	206.464.7744
Washington State Auditor’s Office – Whistleblower	PO Box 40021 Olympia, WA 98504	360.902.0370
Washington State Department of Ecology – NW Regional Office	3190 – 160 th Ave SE Bellevue, WA 98008	425.649.7000
Washington State Department of Health	PO Box 47890 Olympia, WA 98504	360.236.4700 800.525.0127
Washington State Human Rights Commission	711 South Capitol Way Suite 402 Olympia, WA 98504	360.753.6770 800.233.3247
Washington State Department of Labor and Industries	315 – 5 th Avenue South Suite 200 Seattle, WA 98104	206.515.2800
Washington State Liquor Control Board	3000 Pacific Avenue SE Olympia, WA 98501	360.664.9878
Washington State Department of Natural Resources	PO Box 47000 Olympia, WA 98504	360.902.1000

Washington State Department of Social and Health Services	PO Box 45130 Olympia, WA 98504	800.737.0617
United States Government Accountability Office	441 G Street NW, MS 4T21 Washington, DC, 20548	800.424.5454
United States Attorney – Western District of Washington	700 Stewart Street Suite 5220 Seattle, WA, 98101	206.553.7970 800.797.6722
United States Bureau of Alcohol, Tobacco, Firearms and Explosives – Seattle Field Division	915 2nd Avenue Room 790 Seattle, WA 98174	206.389.5800
Washington State Department of Commerce	PO Box 42525 Olympia, WA 98504	360.725.3003
United States Consumer Product Safety Commission	4330 East West Highway Bethesda, MD 20814	301.504.0124 800.638.2772
United States Customs Service	1000 – 2 nd Avenue Suite 2300 Seattle, WA 98104	206.553.7531
United States Drug Enforcement Administration	Mailstop: AES 8701 Morrisette Drive Springfield, VA 22152	206.553.5443
Washington State Department of Education	PO Box 47200 Olympia, WA 98504	360.725.6130
United States Environmental Protection Agency – Region 10	1200 Sixth Avenue Suite 900 Seattle, WA 98101	206.553.1300 800.424.4372
United States Equal Employment Opportunity Commission	350 The Embarcadero Suite 500 San Francisco, CA 94105	800.669.4000
Federal Emergency Management Agency (FEMA) – Region X	130 – 228 th Street SW Bothell, WA 98021	425.487.4600
Federal Trade Commission	915 Second Avenue Suite 2896 Seattle, WA 98174	206.220.6350
United States Department of Housing and Urban Development	909 First Avenue Suite 200 Seattle, WA 98104	206.220.5101 877.741.3281
United States Office of Inspector General	915 Second Avenue Room 1894 Seattle, WA 98174	206.553.5421
United States Department of Interior, US Fish and Wildlife Services	510 Desmond Drive SE Suite 102	360.753.9440

	Lacey, WA 98503	
United States Department of Labor – Occupational Safety and Health (OSHA)	505 – 106 th Avenue NE, Suite 302 Bellevue, WA 98004	425.450.5480
United States Department of Labor – Mine Safety and Health Administration	991 Nut Tree Road Vacaville, CA 95687	202.693.9400
United States Department of Labor - Office of Women's Bureau, Region X	1111 Third Avenue Suite 925 Seattle, WA 98101	206.553.1534
United States Nuclear Regulatory Commission	U.S. Nuclear Regulatory Commission Washington DC 20555	301.415.7000 800.368.5642
United States Securities and Exchange Commission	100 F Street NE, Mail Stop 5971 Washington DC 20549	202.551.4790
National Transportation Safety Board	490 L'Enfant Plaza SW Washington DC 20594	202.314.6000
United States Department of Transportation – Office of Inspector General (Fraud)	1200 New Jersey Ave SE West Bldg, 7 th Floor Washington DC 20590	800424.9071
United States Department of the Treasury	1500 Pennsylvania Ave NW Washington DC 20220	202.622.2000
United States Department of Veterans Affairs	915 Second Avenue Seattle, WA 98174	800.827.1000

APPENDIX B: GLOSSARY OF TERMS

Accrued Leave: Paid time off, such as sick leave and vacation leave, that employees gradually earn over time based on hours worked, years of service, or a set monthly rate.

ADA: U.S. federal law Americans with Disabilities Act. A national civil rights law that prohibits discrimination against people with disabilities in various areas of public life, including employment, public accommodations, and government services.

Alternative Work Schedule: Any non-traditional work arrangement that deviates from the standard five 8-hour days per work week.

Anniversary Date: The official date of your most recent hire used to track your total years of service for determining benefits and accrual rates.

Appeal: A formal request for a decision to be reviewed or reconsidered — usually when an employee disagrees with a disciplinary action, evaluation, or other employment-related decision.

At-will: Means that either the employer or the employee can end the employment relationship at any time, with or without notice, and with or without cause—so long as it doesn't violate any laws (for example, discrimination or retaliation laws).

Auto Accident: Any collision or damage involving a City-owned vehicle or a personal vehicle being used for City business. This includes accidents with other vehicles, pedestrians, objects, or property—whether or not injuries occur.

AWC: Association of Washington Cities. A private, nonprofit, nonpartisan corporation that represents Washington's cities and towns before the state legislature, the state executive branch and with regulatory agencies. A wide array of programs and services are offered to their members.

CBA: Collective Bargaining Agreement. A legally binding contract between the City and various employee unions that sets terms for employment, including wages, benefits, working conditions, and job protections.

CFR: Code of Federal Regulations. A compilation of the general and permanent rules published by U.S. federal agencies.

CJIS: Criminal Justice Information Services. Refers to the FBI's Criminal Justice Information Services Division, which serves as a hub for law enforcement tools and services, and the CJIS Security Policy, which sets standards for organizations that handle criminal justice information (CJI).

DAN: Disposition Authority Number. A set of WA state records management codes as part of a system used for legal authorization for an agency to retain or dispose of specific records.

Dispute: A disagreement or conflict between two or more parties — such as between an employee and the City — about workplace matters, policies, or employment decisions.

EEO: Equal Employment Opportunity. U.S. state and federal laws which prohibit employment discrimination.

EEOC: Equal Employment Opportunity Commission. The U.S. federal agency that enforces laws and principles prohibiting discrimination and retaliation based on race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age, disability, or genetic information.

ELT: The City’s Executive Leadership Team. The team is made up of the City Manager, Deputy City Manager, and department directors and managers.

Employment Classifications:

- **Exempt:** An employee who is paid a fixed salary regardless of the number of hours worked per week and is not paid overtime for working more than 40 hours in one week. An employee whose duties meet the criteria for exclusion from the overtime pay requirements under the applicable federal and state wage and hour laws, including but not limited to executive, administrative, or professional employees.
- **Non-exempt:** An employee whose duties render their job eligible for overtime pay for all hours actually worked in excess of forty hours in a week in accordance with applicable federal and state wage and hour laws.

Employment Status Definitions:

- **Regular full-time employee:** Successfully completed orientation period; works in a PERS or LEOFF eligible position; regularly works at least thirty-six (36) hours per week, as defined in section 4.4
- **Regular part-time employee:** Successfully completed orientation period; regularly works at least twenty (20) hours per week but less than thirty-six (36) hours per week; must participate in a PERS or LEOFF retirement program.
- **Regular half-time employee:** Successfully completed orientation period; regularly works less than twenty (20) hours per week; not PERS or LEOFF eligible.
- **Orientation Period/Orientation Status:** Period of initial employment for employees hired into a regular full or part-time position; normally lasts for up to six (6) months unless extended. Upon successful completion of orientation period, employee may be in regular full or part-time status. Benefits eligibility is not impacted by the orientation period status.

- **Limited Term:** Employee serving for limited duration due to special projects, peak workloads, or emergencies; not PERS/LEOFF eligible; not usually eligible for employment benefits except mandatory participation in MEBT II, paid sick leave, and the state’s industrial insurance program.

*Other definitions of employment status may be established in collective bargaining agreements or civil service rules. Those definitions would apply within the context of the collective bargaining agreements or civil service rules.

ESD*: Employment Security Department. The WA state agency that manages unemployment benefits, supports job seekers and employers through WorkSource, and manages paid family and medical leave programs.

Established Anniversary Date: The date used for determining the cadence of annual performance evaluations, usually 6 months following the date of hire.

FCRA: Fair Credit Reporting Act. The U.S. federal law that promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies (CRAs).

Fit For Duty: Physically and mentally capable of safely performing the essential functions of the job, including not being under the influence of nor impaired by alcohol, marijuana, certain prescription medications, illegal substances, or other drugs and medications that impact one’s physical or mental capacity.

Flexible Work Schedule: Approved start and end time of an employee’s regular shift that is outside of standard business hours (standard business hours are 8:00 am – 5:00 pm).

FLSA: Fair Labor Standards Act. The U.S. federal law establishing minimum wage, overtime pay, recordkeeping, and child labor standards for most private-sector and government workers.

FMLA*: Family and Medical Leave Act. The U.S. federal law that allows eligible employees of covered employers to take up to 12 weeks of unpaid, job-protected leave for specific family and medical reasons.

FMLA* Covered Family Member: Child, spouse, or parent who has a serious health condition.

Furlough: A mandatory, temporary, and usually unpaid leave of absence from work, enacted for non-disciplinary reasons like a lack of work or funds to save costs.

Family Member: An employee’s spouse, registered domestic partner, girlfriend/boyfriend/partner/fiancé, children (biological, adopted, foster, stepchild, legal

guardian, de facto or loco parentis), parent, sibling, in-laws, aunt, uncle, grandparent, grandchildren, step-relative, domestic partner relative in these relationships, any other relative residing in the same household, someone who has an expectation to rely on you for care – whether you live together or not. This definition only applies to MLT Policies, not other benefits offered such as FMLA*, PFML*, or healthcare.

Incident: Altercation, threats, unsafe behavior, or damage to City equipment or property.

Injury: Physical harm or illness that happens while an employee is doing their job or performing work-related duties. This may include slips, trips, falls, cuts, burns, sprains, injuries caused by equipment or tools, or health issues that develop from job tasks (repetitive motion or exposure to chemicals).

Insubordination: The willful refusal to follow lawful and reasonable orders or instructions from a person in a position of authority, such as a supervisor or manager, or exhibit disrespectful behavior toward a supervisor or manager.

HR: Human Resources. The manager and/or department of an organization that deals with the hiring, administration, and training of personnel.

IRS: Internal Revenue Service. The U.S. federal agency responsible for administering and enforcing the nation's tax laws.

IT: Information Technology manager or department, responsible for managing and maintaining an organization's technology, including hardware, software, and networks.

L&I: WA state Department of Labor & Industries, responsible for administering workers' compensation insurance, enforcing labor laws, and overseeing occupational safety and health programs.

MEBT: Municipal Employee Benefit Trust which is a 401(a) defined contribution savings program into which employees make before-tax contributions at the same rate as if they were in Social Security. All full-time or benefit eligible employees are required to participate in the MEBT.

MLT: Acronym for “Mountlake Terrace”.

OSHA: U.S. federal agency Occupational Safety and Health Administration, ensures safe and healthy working conditions by setting and enforcing standards, and by providing training, outreach, education, and assistance.

Orientation Period: A set timeframe, typically in a new job, that serves to introduce and integrate new individuals into a company or institution by providing information, training, and support.

PFML*: Washington State program Paid Family and Medical Leave that includes 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. This program is managed by the Washington State Employment Security Department (ESD*).

Position Classification: The process of grouping similar positions, based on the work performed, into an official job title, series, and grade for consistent salary, hiring, and management.

PPE: Personal Protective Equipment, specialized garments and equipment designed to protect wearers from hazards like infectious agents, chemical splashes, or physical injuries.

Promotion: A promotion is the advancement of an employee to a position of higher responsibility or authority within the organization. Promotions may result from demonstrated performance, qualifications, or the needs of the organization, and involve a change in job title or classification.

Protected Class: Applicants, employees and former employees protected from employment discrimination based on race, color, religion, sex (including pregnancy, sexual orientation, or transgender status), national origin, age (40 or older), disability and genetic information (including family medical history) per the U.S. federal Equal Employment Opportunity agency.

RCW: Revised Code of Washington, compilation of all permanent state laws in Washington.

Salary Range: The minimum to maximum base pay an employer is willing to offer for a specific job, reflecting the job's responsibilities, required skills, experience, market rates, and the employer's budget.

SDS: Safety Data Sheet, standardized document created by chemical manufacturers that provides detailed information about a chemical's hazards.

Title VII: A federal law that makes it illegal for employers to discriminate against employees or job applicants based on race, color, religion, sex, or national origin. It also prohibits retaliation against individuals who file a complaint, participate in an investigation, or oppose discriminatory practices.

WAC: Washington Administrative Code (WAC*) is the codification of regulations and rules adopted by Washington State executive branch agencies, arranged by agency or subject matter. These rules have the force of law, authorized by state statutes (RCW), and are updated twice monthly, serving as a primary source of law in Washington.

WISHA: WA state law Washington Industrial Safety and Health Act, requires employers to provide safe and healthy workplaces.

WLAD: Washington’s Law Against Discrimination, state anti-discrimination law found in Chapter 49.60 of the Revised Code of Washington (RCW).

Work Week: A fixed and regularly occurring period of seven (7) consecutive 24-hour periods. The standard workweek for employees consists of the period from 12:00 a.m. Monday to 11:59 p.m. the following Sunday.



**City of Mountlake Terrace
Personnel Policies
October 2011**

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CHAPTER 1: INTRODUCTION

1.1 PURPOSE OF PERSONNEL POLICIES

The City's personnel policies serve as general guidelines to the City's current employment practices and procedures. These guidelines are designed to:

- Support the City's commitment to base recruitment, selection, placement, promotion, retention, and separation of City employees on employees' qualifications and abilities;
- Provide an equitable system of personnel administration throughout the City;
- Ensure that personnel actions are in compliance with all applicable laws and regulations; and
- Support the values of this organization.

As such, we hope these policies will help you better understand how the City's personnel system operates and what is expected of you as an employee. City management, as supported or guided by the Human Resources Director, will interpret and apply these guidelines; final decisions about interpretation and application of the policies rests with the City Manager.

These personnel guidelines apply to all City employees. In cases where these policies conflict with any City ordinance, civil service rules, the provisions of a collective bargaining agreement, or state or federal law, the terms of that law or agreement prevail.

The City Council has adopted these policies to guide the City's personnel practices, and the City Manager has the authority to adopt administrative procedures to implement these policies. These policies may be changed or exceptions may be made to them, without prior notice, by the City Council or City Manager, as authorized, for any reason at any time. In the event of the amendment of any ordinance, rule or law incorporated into these policies or upon which these policies rely, these policies shall be deemed amended in conformance with those changes.

These guidelines are not intended to be a contract, express or implied, or any type of promise or guarantee of specific treatment by or continued employment with the City. Unless specific rights are granted to you in a written employment contract, civil service rules or collective bargaining agreement, all employees of the City are considered at-will employees and may be terminated from City employment at any time, with or without cause and with or without notice. No supervisor, manager, director or representative of the City other than the City Manager has the authority to enter into any agreement with you for employment for any specified period.

The City Manager may restructure or modify individual components within the City's standard employee benefits package, compensation plan or leaves of absence policies, not to exceed the value of the total compensation package as it would ordinarily be structured, to hire and retain employees in positions which are overtime-exempt under the Fair Labor Standards Act. Any such changes shall be made in writing.

1.2 *DEFINITIONS OF EMPLOYMENT STATUS*

The City has established the following definitions of employment status:

- Regular full-time employee: Successfully completed orientation period; works in a PERS or LEOFF eligible position; regularly works at least thirty-six (36) hours per week.
- Regular part-time employee: Successfully completed orientation period; regularly works at least twenty (20) hours per week but less than thirty-six (36) hours per week; must participate in a PERS or LEOFF retirement program.
- Orientation employee: Period of initial employment for employees hired into a regular full- or part-time position; normally lasts for up to six months unless extended. Upon successful completion of orientation period, employee may be in regular full- or part-time status.
- Temporary: Employee serving for limited duration due to special projects, peak workloads, or emergencies; not PERS/LEOFF eligible; not usually eligible for employment benefits except mandatory participation in MEBT II and the state's industrial insurance program.
- Interim Capacity: Employee working in PERS/LEOFF eligible position for limited duration due to special projects, peak workloads, emergencies, or while a competitive selection process is in progress; not usually eligible for other employment benefits except mandatory participation in regular MEBT and the state's industrial insurance program.
- Volunteers: Person providing services to the City in an unpaid capacity or for which they are paid a minimal level of reimbursement for costs or a minimal stipend; not eligible for any employment benefits except those as required by law.

Other definitions of employment status may be established in collective bargaining agreements or civil service rules. Those definitions would apply within the context of the collective bargaining agreements or civil service rules.

CHAPTER 2: EMPLOYMENT

2.1 *EQUAL EMPLOYMENT OPPORTUNITY*

The City is an equal opportunity employer. The City employs, retains, promotes, terminates, and otherwise treats job applicants and employees on the basis of job-related qualifications and competencies. All employment applicants and employees will be treated equally and without regard to gender, race, color, religion, national origin, pregnancy, age, genetic information, sexual orientation, dishonorably discharged veteran or military status, marital status, or disability.

The City will provide whatever accommodations it deems reasonable to enable otherwise qualified individuals with a physical, mental, or sensory disability to compete for and/or perform the essential functions of a position. In addition, the City will make good faith efforts to provide reasonable accommodation of an employee's sincerely-held religious belief, unless the requested accommodation would create an undue hardship. Any employee who needs reasonable accommodation for a disability or religious belief should contact the Human Resources Director.

The City aims to foster and maintain a non-discriminatory working environment for all employees. Racial, ethnic, religious or sexual slurs, or comments demeaning national origin or individuals with disabilities by any employee to or about anyone else will not be tolerated. Such actions may be grounds for disciplinary action up to and including termination.

Any employee who feels he or she has been the subject of discriminatory treatment in violation of this policy should use the complaint process described in Section 8.2, or bring it to the immediate attention of the Human Resources Director or City Manager.

2.2 RECRUITMENT AND SELECTION PROCESS

All recruiting and selection practices will be conducted solely on the basis of qualifications and competencies. The Human Resources Director is responsible for coordinating recruitment and selection processes with the respective department director and civil service secretary/chief examiner as applicable. No notices of position vacancies shall be posted without review by the Human Resources Director. Recruitments may be limited to current City employees, with or without a competitive recruitment or examination process, or open to the general public at the discretion of the City Manager. With the approval of the City Manager, department directors may hire employees to fill temporary positions or make interim capacity appointments without competitive recruitment or examination, although all hiring processes must comply with state and federal laws.

Generally, notices of vacancies for positions will be posted at City Hall and may be posted at other City offices. Notices of vacancies will include, at a minimum, title, salary range, essential job duties, minimum requirements, and instructions for prospective applicants.

Applications will be accepted for open positions only, and the City shall not consider unsolicited applications and resumes as applications for employment. Resumes may supplement but not replace the City's official application form. When the validity of an application is questioned, the Human Resources Director will determine whether or not an applicant has met the requirements necessary to be considered for employment.

The City may administer pre-employment tests to determine the qualifications and competencies of applicants. Such tests may include, but are not limited to: background checks, review of driving records, and other pre-employment information, which is relevant to the position being filled. An employment offer may be conditioned upon the successful completion of a medical examination, (which may include testing for the use of alcohol or other controlled substances) the purpose of which is to determine if the individual is physically able to perform the job and that his/her physical condition will not endanger the health, safety, or well-being of other employees or the public.

Background checks (including credit checks where such a check is substantially job related) may be run on some applicants (after being notified by the City) as part of the recruiting process. If a background check is done, the City must disclose this to the applicant and must provide written notice to the applicant of the results if the results lead to the applicant not being hired. The information provided to the applicant following a denial of a job based on a background check shall include: (i) The name, address, and telephone number of the consumer reporting agency providing the report; (ii) a description of the consumer's rights under this chapter pertaining to consumer reports obtained for employment purposes; and (iii) a reasonable opportunity to respond to any information in the report that is disputed by the consumer.

Criminal background checks will be run on applicants who are applying to work in the Police Department or in positions that involve regular contact with minors, the disabled, or vulnerable adults.

All offers of employment should be made in writing on behalf of the City Manager or his/her designee. As the City is an at-will employer, no representative of the City other than the City Manager has the authority to enter into any agreement, implied or explicit, with prospective employees for employment for any specified period.

2.3 *ORIENTATION PERIOD*

Upon hire, promotion, or transfer to a new position, employees enter an orientation period that is an integral part of the selection and evaluation process. The purpose of the orientation period is to give the supervisor/manager/director time to evaluate whether the match between the employee and the job is appropriate. The usual orientation period is six months from the employee's date of hire, promotion, or transfer, and upon approval by the City Manager or his/her designee, it may be extended for an additional three months. Supervisors/directors are required to prepare a written performance appraisal documenting satisfactory job performance before an employee becomes a regular full or part-time employee.

Employees who are promoted to a new position or transferred to an equivalent position in a different division or department begin a new orientation period effective on the date of promotion or transfer. (Upon approval of the City Manager, the orientation period may be waived in the event of a transfer.) If his/her job performance in the new position is unsatisfactory, the employee may be reinstated in their previous position or offered another City position at management's discretion. There is no guaranteed right of return to the employee's previous position or to another City position.

Nothing in this policy confers on an employee any property rights to their position either in the orientation period or when they become a regular full or part-time employee. An employee in their orientation period may be dismissed without due process.

2.4 *SEPARATION AND REINSTATEMENT OF EMPLOYMENT*

An employee wishing to leave the City in good standing shall submit a written letter of resignation to their supervisor/director at least two weeks prior to leaving. Employees may request an exit interview with the Human Resources Director prior to the effective date of their resignation.

An employee who separates from the City in good standing for any reason other than layoff has no assumed right to re-employment with the City; however, such an employee may be reinstated to a vacancy within one year of separation with or without participating in a competitive selection process at the discretion of the City Manager.

In such an event, the reinstated employee may have some previous benefits restored.

- The employee's new anniversary date is the previous anniversary date adjusted for the time during which the employee was not employed by the City.
- Forfeited sick leave balance not paid out upon separation will be restored at a ratio of one day for every two days previously forfeited.
- The requirement to serve an orientation period will be waived if the employee is returning to the previous position held.

2.5 *LAYOFFS*

The City may make reductions in its workforce for lack of work, budgetary restrictions, changes in duties, reorganization of positions, or other organizational changes that make such reductions necessary. Employees who are being laid off may request consideration for other vacant positions for which they are qualified, but they are not entitled to displace any current employee.

Generally, temporary employees performing similar work in the same department will be terminated before regular full or part-time employees are laid off. In addition, options such as reduced work schedules and job sharing may be explored to reduce the number of employees laid off.

Regular full and part-time employees will be retained on the basis of job performance and City needs. For employees in the same job classification who possess the same skills, relative job performance will determine the order of layoff and recall. Upon layoff, an employee may opt to defer, for up to three months, receipt of compensation for accrued leave time; if the employee is rehired within that time, such accruals not yet compensated will be restored.

For a period of one year from date of layoff, regular employees will receive notification of City job vacancies to assist them in applying for jobs for which they are qualified. Employees reinstated after a layoff will have some of their previous benefits restored as follows:

- The employee's new anniversary date is the previous anniversary date adjusted for the time during which the employee was not employed by the City.
- Forfeited sick leave balance not paid out upon separation will be fully restored.
- The requirement to serve an orientation period will be waived if the employee is returning to the previous position held.

2.6 *ANTI-NEPOTISM*

The employment of immediate family members or residents of households of City employees and elected officials is prohibited when one of following conditions exists:

- One of parties would have authority or practical power to supervise, appoint, remove, or discipline the other;
- One party would be responsible for auditing the work of the other;
- One party would handle confidential material that creates improper or inappropriate access to that material by the other; or
- Other circumstances exist that might lead to potential conflict or the appearance of improper influence or favor between the interest of one or both parties and the best interests of the City.

If two employees become related or begin sharing the same household and, in the City's judgment, the potential problems described above exist or could reasonably exist, only one of the employees will be permitted to remain employed by the City unless reasonable accommodations, as determined by the City Manager, can be made to eliminate the potential problems. The affected employees will decide who will remain employed with the City within thirty (30) days of their becoming related or sharing the same household. If the employees are unable or unwilling to make this decision, the City will decide which employee is either transferred to another position or terminated.

2.7 *PERSONNEL RECORDS AND EMPLOYMENT REFERENCES*

All official records gathered or created during the term of employees' employment are kept and maintained by the Human Resources Director, and he/she has the authority to determine to whom and under what circumstances access to them will be granted in compliance with federal and state laws. A separate personnel file is maintained for each employee, and it generally contains information collected as part of the application process, payroll information, records related to training and job performance, and personnel actions affecting the employee.

Per Washington state law, employers must allow an employee to inspect his/her own personnel file at least once a year. Further, it is an employee's right to petition the employer to review the contents of his/her personnel file annually to remove any irrelevant or erroneous information. If an employee disagrees with the City's determination concerning removal of such information, it is the employee's right to place a rebuttal or correction statement in their personnel file. Former employees enjoy this right of rebuttal or correction for a period of two years after separation from City employment.

Personnel files are kept confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press, without a written request for specific information. All requests for reference checks on current or former City employees must be referred to the Human Resources Director who will ensure that legal considerations are observed and may delegate the authority to respond to the appropriate department director. Ultimately, the City reserves the right to use and disclose personnel information as appropriate and in compliance with all applicable laws.

Per federal and state regulations, medical information and information related to on-the-job injuries must each be maintained in separate files which are not subject to review by employees.

References about City employees to potential new employers will only be released when the employee signs a reference release form.

CHAPTER 3: HOURS OF WORK

3.1 HOURS OF WORK AND ALTERNATIVE WORK SCHEDULES

The City's standard workweek for full-time employees, except as established differently for personnel in the fire and police departments, is 40 hours. Flextime and alternative work schedules may be established to meet the needs of the City and the employee. Such schedules may include a compressed workweek, workday starting and ending times outside the standard work hours, telecommuting, or job-sharing. Occasional flextime or other changes to an employee's regular work schedule may be made with the approval of the department director.

Employees who wish to adopt a flextime or other alternative work schedule on a regular basis must meet eligibility criteria as established by the Human Resources Director and secure the approval of their supervisor and department director.

In the event of an emergency, employees may be required to work an alternative schedule to meet the needs of the City for the duration of the emergency situation.

3.2 *MEAL AND REST PERIODS*

In the interests of maintaining employee's health and fitness for duty, the City prescribes certain meal and rest periods for non-exempt employees in compliance with state law. For employees working an eight-hour day, meal periods are a minimum of thirty minutes to be taken no less than two hours after a shift begins or more than five hours from beginning of a shift. The duration and scheduling of meal periods, within these limits, may vary upon the request of the employee or by the direction of the employee's supervisor/director to meet customer service needs. Meal periods are unpaid time.

Rest periods of fifteen minutes each for every four hours worked are to be taken as near as possible to the midpoint of the work period. Rest periods are paid time.

Meal and rest periods for employees working less than an eight-hour day will be of sufficient duration to comply with state law.

Non-exempt employees who are nursing mothers are entitled to unpaid breaks during the workday for the purpose of expressing breast milk. Absent undue hardship, this entitlement shall continue for one year following childbirth. The City will provide a suitable, private location for these breaks.

CHAPTER 4: CLASSIFICATION AND COMPENSATION PLAN

4.1 *CLASSIFICATION PLAN*

The City maintains a classification and compensation plan. Job descriptions are the core of the plan, serving as the basis for recruitment, training, promotion, advancement within a pay range, and evaluation of job performance. The Human Resources Director is responsible for maintaining current job descriptions for regular full and part-time positions. Job descriptions may include the class title, summary statement of position's responsibilities, essential job duties, qualifications needed to perform the job, working conditions, and other applicable information. They are descriptive guidelines and are not meant to be inclusive of all duties assigned to a particular job.

When new job descriptions or changes to existing job descriptions are made for positions within a bargaining unit, corollary salary revisions are subject to collective bargaining.

4.2 *RECLASSIFICATION*

Changing service demands, job responsibilities, and changes in the organizational structure may require periodic review and adjustment of City positions. It is the responsibility of the department directors to ensure that employees in their department are placed in the appropriate job classification. Revisions of classification descriptions are made by the Human Resources Director as necessary to maintain accurate position descriptions; however, not all changes to job descriptions result in a reclassification of employees.

Reclassification is the result of a change in the level of responsibilities or duties and level of skills required. A reclassification is neither a merit raise nor is it used to reflect an increased volume of work at the same level of responsibility.

Reclassification requests may be made at any time during the year but for budgetary reasons, positions will usually be reviewed and submitted for evaluation as part of the biennial budget or mid-biennial review process. A reclassification analysis can be initiated by request from an employee, the employee's supervisor, or the affected department director; if the request is made by anyone other than the department director, it must be approved by the department director before it is forwarded to the Human Resources Director for a job analysis and evaluation. The recommendation of the Human Resources Director will be forwarded to the City Manager who shall make the final decision regarding the reclassification request.

Evaluation criteria used in the reclassification analysis will include, but not be limited to:

- changes in duties resulting from changed job responsibilities;
- changes in qualifications or training required for position; and
- department's present and future organizational structure and service delivery needs.

If the analysis finds that employee is working out of his/her current job class, the position will be reclassified to a new or existing job class, or the employee will be instructed to limit activities to those within the current job class.

If the position is reclassified to a higher salary level, then the new salary will be set at the greater of a minimum of five percent above the former salary or the minimum salary level for the new job class. If the position is reclassified to a lower salary level, then the new salary will be maintained at the employee's current salary. The reclassification action will change the employee's anniversary date for purposes of future salary reviews.

4.3 *COMPENSATION PLAN*

Each job title is assigned a position classification and salary range, which is approved annually by the City Council. Employees shall be paid within the limits of the wage range to which their positions are assigned. Newly hired employees will be placed within the salary range at a rate that makes sense given their qualifications and competencies and the prevailing market rate for similar work where applicable.

Salary reviews are done annually in conjunction with performance appraisals. Pay increases are contingent upon satisfactory job performance, although the City Council may grant an across-the-board pay adjustment from time to time, raising the salaries of all positions by a specified amount within a defined group of job classifications. Normally, employees will receive an annual salary review and may advance through the salary range as job performance warrants. If an employee is not performing satisfactorily at the time of his/her annual performance evaluation and salary review, the department director may choose to evaluate the employee's performance again at a date prior to the next annual salary review and award a salary increase if the employee's job performance at that time warrants it.

An employee placed in a position in a higher classification as a result of a promotion or a reclassification will have their salary set at a level, which is the greater of the minimum amount of the new salary range or five percent.

4.4 OVERTIME AND COMPENSATORY TIME

Only those employees in positions classified as non-exempt under the federal Fair Labor Standards Act are eligible for overtime payment or accrual of compensatory time off. (Exempt employees are eligible for administrative leave.) Overtime is paid or compensatory time off accrued for employees who work more than forty hours in the same workweek (for most employees, the work week is defined as Monday – Sunday); overtime eligibility depends only on time actually worked, not time paid but not worked such as vacation, holiday, or sick leave.

Employees must have the prior approval of their supervisor/director to work more than forty hours in a workweek. Unless an employee specifically requests compensatory time accrual, and such request is approved by the department director, overtime compensation will be paid as applicable. Management reserves the right to use flexible scheduling to avoid the accrual of overtime payments or compensatory time off.

No more than forty hours of compensatory time off may be carried over from one calendar year to the next one, except in specific situations with the approval of the City Manager. Amounts in excess of forty hours will be paid out annually at the end of the year.

4.6 WORK OUT-OF-CLASS

Occasionally an employee may be temporarily assigned to perform the work of a position due to a vacancy or extended absence of the employee normally assigned to that position. Employees are eligible for out-of-class pay under the following conditions:

- The temporary assignment is for no less than five continuous shifts;
- The employee is doing the body of the work of the higher position, not just performing some of the duties; and
- The employee assumes substantial new responsibilities of the higher position.

The minimum payment for out-of-class work will be the greater of the minimum salary level of the position to which the employee is temporarily assigned or 5% over current salary; a higher rate may be paid with the approval of the City Manager.

CHAPTER 5: TRAINING, DEVELOPMENT, AND RECOGNITION

5.1 TRAVEL AND MEETING EXPENSES

Employees must have prior approval from their director to incur expenses related to official travel and off-site meetings. Reimbursement will be made for actual, reasonable, and prudent expenses actually incurred in connection with official travel and off-site meetings. Reimbursement for personal expenses, a family member's expenses (including those of a spouse or registered domestic partner), and entertainment, even if associated with official travel and off-site meetings is strictly prohibited. Refer to adopted City policies regarding travel, meetings, and related purchases for detailed information about allowable expenses and reimbursement procedures.

5.2 TRAINING EXPENSES

The City supports the value of training to increase an employee's knowledge, skills, and abilities directly related to City employment, to obtain or maintain job-related licenses and certifications, and to develop staff resources. Employees are encouraged to identify appropriate training opportunities and discuss them with their supervisor/director. Within the limits of budgeted resources, the City may pay expenses associated with training opportunities.

5.3 TUITION REIMBURSEMENT

The City may pay for professional development expenses at a regionally accredited college, university or vocational training institute, dependent on the availability of budgeted funds and the approval of the City Manager. Eligibility requirements include:

- The employee's employment status is regular full or part-time;
- Coursework is completed during non-work hours (an alternative schedule may be used); and
- The education is related to the employee's current position or one within a reasonable line of career progression with the City.

Reimbursement will be made for tuition only, dependent upon the employee receiving a "C" grade or better, and the employee will pay other costs associated with the coursework such as books or other fees. Since the time spent by the employee attending classes is during non-work hours, it is not compensable time. If the employee separates from employment with the City prior to two years after completion of the coursework, he/she may be required to repay the associated reimbursement on a pro-rata basis.

5.4 *PERFORMANCE EVALUATIONS*

The purpose of the performance evaluation process is to provide a record of the employee's job performance, to encourage professional growth in relation to the organization's values, and to provide an opportunity for open dialogue between employees and their supervisor/director. Typically, full and part-time employees receive a performance evaluation mid-way through their orientation period, at the conclusion of their orientation period (six months), and annually thereafter (18 months from date of hire, 30 months from date of hire, etc.) throughout their employment. However, an employee can request a performance evaluation or a supervisor/director can decide to do one at any time.

A written performance evaluation documenting a satisfactory performance rating is required for an employee to advance within their wage range. An unsatisfactory job performance evaluation may lead to disciplinary action. While a temporary employee may not receive a performance evaluation as frequently as a regular status employee, it is required to support a wage increase, and it is recommended to be done also upon separation from employment.

5.5 *EMPLOYEE RECOGNITION AND AWARD PROGRAMS*

The City Manager may authorize the creation and implementation of formalized employee recognition and award programs that are designed to reward outstanding public service actions and/or cost-savings measures undertaken by the City's employees. The City Manager reserves the right to discontinue such programs at a future date.

CHAPTER 6: EMPLOYEE BENEFITS

6.1 *INTRODUCTION*

Unless otherwise stated in these policies, only regular full- and part-time employees, employees in their orientation status, and dependents of such employees are eligible to participate in the City's various insurance programs. Participation generally begins on the first day of the month following the eligible employee's date of hire. Coverage in such programs terminates on the final day of the month in which the employee separates from employment. The policies in this chapter contain a very general description of the City's benefits plans and neither interpret nor change the terms of the plans as contained in official plan documents; provisions of official plan documents will govern in all cases of inconsistency with descriptions in these policies. Summary plan descriptions or official plan documents are provided to new employees upon hire and may also be obtained from the Human Resources Director.

The City may contribute to the costs of premiums as authorized by the City Council. The remainder of the premiums shall be paid by the employee through payroll deduction. The City reserves the right to make changes in the carriers and provisions of these plans, or to end its participation in a plan when the City deems it necessary or advisable with notice to affected employees. Nothing contained in the benefits plans creates a promise of continued employment with the City or future benefits.

6.2 HEALTH INSURANCE

Regular full- and part-time employees, employees in their orientation status, and qualifying dependents of such employees are eligible to participate in the City's health insurance plan(s) on the first day of the month following the employee's date of hire. Coverage in the medical, dental, and/or vision insurance programs terminates on the final day of the month in which the employee works.

6.3 POST-EMPLOYMENT HEALTH INSURANCE COVERAGE (COBRA)

Employees and dependents who are covered by the City's group health insurance plans may be eligible for continued coverage on a self-pay basis, including a small administrative fee, in the event of termination (except for gross misconduct), retirement, leave of absence, or reduction of work hours. Dependents alone may be eligible for continued coverage on a self-pay basis, including a small administrative fee, if a qualifying event occurs. Employees or their eligible dependents are responsible for notifying the Human Resources Director within sixty days of event of divorce, legal separation or cessation of dependency. Depending upon the qualifying event, extended coverage may continue up to either eighteen (18) or 36 months.

6.4 FLEXIBLE BENEFITS PLAN

Regular full- and part-time employees, employees in orientation status, and dependents of such employees are eligible to participate in the City's flexible benefits plan. Under such a plan, employees may use part of their salary on a pre-tax basis to purchase qualified benefits including group health insurance premiums, out-of-pocket health care expenses, and child or elder care expenses.

6.5 EMPLOYEE ASSISTANCE PROGRAM (EAP)

Regular full- and part-time employees, employees in orientation status, and dependents of such employees are eligible to use the City's employee assistance plan. The purpose of the plan is to provide confidential, professional assessment, counseling, and referral service to employees and family members trying to identify and solve problems that may affect their quality of life or job performance.

6.6 WELLNESS PROGRAM

The City may maintain a wellness program whose purpose is to encourage healthy habits by employees, particularly with respect to proper nutrition and exercise. Such a program may include periodic services such as flu shots, blood pressure checks, and/or a health fair. Program eligibility may include all City employees.

6.7 *STATE RETIREMENT SYSTEM*

All eligible City employees will become members of the applicable Washington state retirement system as required by law and per the state's eligibility rules. City funds shall be used to make the mandatory employer contributions. Employee contributions shall be made by payroll deduction in the amounts specified by state law. Volunteer firefighters may become members of the State Board for Volunteer Fire Fighters Pension Program.

6.8 *MUNICIPAL EMPLOYEES' BENEFIT TRUST (MEBT)*

The City's employees elected to opt out of the federal Social Security program and implemented a replacement program in 1975. In lieu of Social Security participation, the City established the Municipal Employees' Benefit Trust (MEBT) plan. All mandatory contributions by the City and employees are consistent with the Old-Age, Survivors, and Disability Insurance (OASDI) component of the Social Security rate and are made by payroll deduction on a before-tax basis.

Employees in regular, orientation, or interim capacity employment status are mandatory participants in the MEBT plan. Employees in temporary employment status and elected officials are mandatory participants in the MEBT II plan. Employees in other employment status categories are not eligible for participation in MEBT except as may be required by law.

6.9 *GROUP TERM LIFE (GTL) INSURANCE*

Regular full- and part-time employees, employees in orientation status, and other employees who are members of the regular MEBT plan and regularly work at least 20 hours per week are eligible to participate in the City's group term life (GTL) insurance plan.

6.10 *LONG-TERM DISABILITY (LTD) INSURANCE*

Regular full and part-time employees, employees in orientation status, and other employees who are members of the regular MEBT plan and regularly work at least 30 hours per week are eligible to participate in the City's group long-term disability (LTD) insurance plan.

6.11 *DEFERRED COMPENSATION PLANS*

The City may choose to offer one or more deferred compensation plans into which employees may elect to participate. The purpose of offering the deferred compensation programs is to provide employees an opportunity to save for their post-employment years via before-tax contributions made through payroll deduction. Employee participation is voluntary and is normally limited to regular full- and part-time employees. All contributions and withdrawals are subject to the rules established by the plan(s) in compliance with Internal Revenue Code regulations governing such plans. The MEBT Board sits as the Deferred Compensation Plan Committee regarding approved providers of deferred compensation agreements available to employees and plan administration.

6.12 UNEMPLOYMENT COMPENSATION

Unemployment compensation will be paid from the City's budgeted funds for employees who qualify for unemployment compensation as determined by the Washington State Employment Security Division.

CHAPTER 7: LEAVES OF ABSENCE

7.1 HOLIDAY LEAVE

Regular full- and part-time employees and employees still completing their orientation period are entitled to ten (10) official holidays on specific dates as detailed below. One floating holiday or "day of choice" is also provided to each regular employee.

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving Day	Friday after Thanksgiving Day
Christmas Day	December 25 th

The floating holiday must be taken within the calendar year in which it is earned and scheduled in advance, subject to the approval of the employee's supervisor/director. Employees are not permitted to take the floating holiday during their orientation period; in that event, the floating holiday may be carried over into the next calendar year.

Regular status and orientation status employees will be compensated at their regular rate of pay for the eleven holidays as long as they are in a paid status on the day prior to and the day following the holiday. Temporary and interim capacity employees are not compensated for holiday pay unless they actually work on the holiday, in which event they are compensated at their regular rate of pay unless they are entitled to overtime pay (see Section 4.4).

Holiday pay for part-time employees will be pro-rated based upon regularly worked hours as follows, and temporary changes in an employee's regularly scheduled workweek shall not affect the employee's compensation for holidays.

- Employees regularly working 20 to 25 hours per week will be paid for four hours each holiday.
- Employees regularly working 26 to 35 hours per week will be paid for six hours each holiday.
- Employees regularly working 36 or more hours per week will be paid for eight hours each holiday.

Any holiday falling on a Sunday shall be observed the following Monday, and any holiday falling on a Saturday shall be observed the preceding Friday.

7.2 VACATION LEAVE

Regular full-time employees accrue vacation leave per the following schedule:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>HOURS PER MONTH</u>
Date of hire through end of third year	Eight (8)
Beginning of fourth year through end of sixth year	Ten (10)
Beginning of seventh year through end of tenth year	Twelve (12)
Beginning of eleventh year through end of fifteenth year	Fourteen (14)
Beginning of sixteenth year and beyond	Sixteen (16)

Accrual for vacation leave for regular part-time employees will be pro-rated based upon regularly worked hours as follows, and temporary changes in an employee's regularly scheduled workweek shall not affect the employee's accrual of vacation leave.

- Employees regularly working 20 to 25 hours per week will accrue hours at the rate of 50% of regular full-time employees based on years of continuous service.
- Employees regularly working 26 to 35 hours per week will accrue hours at the rate of 75% of regular full-time employees based on years of continuous service.
- Employees regularly working 36 or more hours per week will accrue hours at the rate of 100% of regular full-time employees based on years of continuous service.

Each employee is responsible for scheduling vacation leave with his/her supervisor/director, and leave requests should generally be submitted at least two weeks in advance of the leave.

The maximum number of vacation hours which may be carried over from one calendar year to the next is 320 hours. Under extraordinary circumstances, the City Manager may approve vacation carryover in excess of 320 hours. Upon separation from City employment or retirement, payout will be made for accrued and unused vacation hours. Under no circumstances will payout be made to a current City employee in lieu of taking vacation time. Department Directors may cash out up to 80 hours of vacation per year to be put into a 457 deferred compensation program, in December of each year.

During the orientation period, employees may use their accrued vacation leave. However, unused accrued vacation leave will be paid out upon separation if the employee has successfully completed their orientation period. Temporary and interim capacity employees are not generally eligible for vacation leave.

If an employee on an approved vacation is hospitalized or experiences a similar extraordinary sick leave event, the employee may make a written request to the City Manager and the Human Resources Manager to utilize sick leave in lieu of vacation leave.

7.3 SICK LEAVE

Regular full- and part-time employees (except LEOFF 1 employees) accrue sick leave benefits. For full-time employees regularly working at least 36 hours per week, the accrual rate is eight (8) hours for each calendar month of employment. For part-time employees, the accrual rate is pro-rated at four (4) hours per month for employees regularly working 20 to 25 hours per week. The accrual rate is six (6) hours per month for employees regularly working 26 to 35 hours per week. Temporary changes in an employee's regularly scheduled workweek shall not affect the employee's accrual of sick leave. Employees accrue sick leave during their orientation period and, unlike the case with vacation accrual balances, may use their sick leave accrual if they experience a qualifying event during their orientation period.

Sick leave may be used under the following circumstances:

- Employee's own illness, physical incapacity, or quarantine;
- Employee's need to care for any member living in the employee's household or the employee's dependent children not residing in their household with a health condition that requires treatment or supervision;
- Medical or dental appointments for employee or his/her dependent child, provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the work day;
- To care for a spouse, registered domestic partner or parent with a serious health condition in accordance with the Family and Medical Leave Act (FMLA) and/or Washington Family Leave Act (WFLA).
- To attend to a parent, parent-in-law, or grandparent with a serious health condition or during a health emergency in accordance with the Washington Family Care Act, as described below.

- Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others; and

Employees intending to use sick leave must notify their supervisor/director as soon as possible. A physician's certificate may be required when an employee is absent for more than three (3) days. Prior to returning to work, the employee may be required to obtain a written release from his/her physician attesting to the employee's ability to return to work and perform the essential functions of his/her job. The City may also request the opinion of a second doctor at the City's expense to determine whether the employee suffers from a chronic physical or mental condition, which impairs his/her ability to perform the job. Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of City services. Upon approval by the City Manager, an employee may receive an advance of up to six days of sick leave beyond the amount already accrued. If the amount of sick leave advanced has not been earned upon separation from City employment, the balance of the leave advanced shall be deducted from the employee's pay upon separation.

There is no cap on the accrual of sick leave hours, except that PERS 1 employees may continue to accrue vacation time up to the maximum combined vacation/sick leave payout limit of 240 hours prior to retirement. Upon separation from City employment or retirement, accrued sick leave hours, up to a maximum of 960 hours, will be converted to vacation time at a ratio of one (1) hour of vacation leave for every four (4) hours of sick leave.

Pre-arranged vacation that is taken during periods of sick leave will be charged as vacation time.

Use of Employee's Choice of Accrued Leave To Care For Ill Family Member: Consistent with the Washington Family Care Act, employees may use their choice of any accrued leave (whether vacation, sick leave, comp time or floating holidays) that they have available for their own use in order to care for their ill child, spouse, registered domestic partner, parent, parent-in-law, or grandparent.

An employee may use available paid time off to care for his/her child where the child has a health condition requiring treatment or supervision, or where the child needs preventive care (such as medical, dental, optical or immunization services). An employee may use available paid time off when a spouse, registered domestic partner, parent, parent-in-law, or grandparent has a "serious or emergency health condition," which are conditions:

- Requiring an overnight stay in a hospital or other medical-care facility;
- Resulting in a period of incapacity or treatment or recovery following inpatient care;
- Involving continuing treatment under the care of a health care services provider that includes any period of incapacity to work or attend to regular daily activities; or
- Involving an emergency (i.e., demanding immediate action).

Where the need for family care leave is unexpected, the City understands that advance approval of the use of leave (as is required for certain kinds of leave) may not be possible. Employees are required, however, to notify their supervisor/director of the need to take time off to care for a family member as soon as the need for leave becomes known. The City reserves the right to require verification or documentation confirming that a family member has or has had a “serious or emergency” health condition when available leave is used to care for that family member.

7.4 *DONATED LEAVE*

The City Manager may authorize employees to donate their accrued vacation to another City employee who is suffering from or has an immediate family member suffering from an unforeseeable, severe illness, injury, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate his/her employment.

The following eligibility rules apply to employees receiving donated leave. The employee must:

- Be a regular full- or part-time status employee not currently in orientation period;
- Not be eligible for time-loss payments under the worker’s compensation program;
- Have exhausted all sick, vacation, and compensatory time leaves;
- Have abided by City policies regarding use of sick leave in the past; and
- Provide appropriate medical documentation justifying the necessity for the leave and the time for which the employee can reasonably be expected to be absent from work.

Donors may transfer eight (8) or more hours of accrued vacation to the receiving employee in increments of one (1) hour. The value of the donated leave is converted to sick leave based on the receiving employee’s rate of pay on an hour-for-hour basis. Donating employees must retain a vacation time balance of at least eighty hours. Donated hours not used by the receiving employee will be transferred back to the donating employee in the amount donated.

Donated hours cannot be used to supplement long-term disability (LTD) insurance benefits. The cap on donations received is the duration of the waiting period for the City’s LTD insurance.

While an employee is using donated leave, he/she will continue to receive the same treatment with respect to wages and benefits as the employee would otherwise receive if using his/her own vacation or sick leave.

7.5 *FAMILY AND MEDICAL LEAVE*

This policy is a broad overview of a detailed and complex set of laws. If you believe that you may qualify for a leave of absence per this policy, please contact the Human Resources Director for more complete information on how these laws would apply to your particular situation.

Federal Family & Medical Leave Act (FMLA): The federal Family and Medical Leave Act (FMLA) of 1993 entitles eligible employees up to twelve weeks total of paid and unpaid leave every twelve months for the following reasons:

- To care for your child during the first 12 months after birth, adoption, or placement for foster care;
- To care for your immediate family member with a serious health condition;
- Due to your own serious health condition that makes you unable to perform the essential functions of your job;
- For any “qualifying exigency” arising out of the fact that your spouse, registered domestic partner, son, daughter or parent is a covered military member who is on active duty, or has been notified of an impending call to covered active duty, and who has been or is being deployed to a foreign country. Qualifying exigencies include attendance at military events, arranging for alternative child care, making financial or legal arrangements, or other needs arising from the deployment; or
- To care for an employee’s spouse, registered domestic partner, son, daughter, parent or next of kin who is a covered service member with a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces. For purposes of this military caregiver leave, an eligible employee may take up to 26 weeks of FMLA leave during a 12-month period beginning on the first day leave is taken.

To be eligible for leave under the FMLA, you must have been employed by the City for at least twelve months and have worked at least 1,250 hours during the twelve (12) months immediately preceding the leave. Time worked does not include time off for various leaves. In the event both spouses or registered domestic partners are City employees, the total annual FMLA leave available to both employees for the birth, adoption or foster care placement of a child, or to care for a sick parent is twelve (12) weeks. For purposes of calculating leave availability for eligible employees, the “twelve-month” period is a rolling twelve-month period measured backwards from the date you use any FMLA leave (except in the case of military caregiver leave, as noted above). Upon learning that an employee may qualify for FMLA leave, the Human Resources Director will provide the employee with appropriate notice regarding eligibility and FMLA rights and responsibilities.

An immediate family member, for purposes of FMLA leave, is an employee's child, spouse, registered domestic partner or parent. The child must either be under the age of eighteen (18) or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability. A "serious health condition" as used in this policy is an injury, illness, impairment or physical or mental condition that involves in-patient care or a period of incapacity with continuing treatment by a health care provider.

FMLA leave is unpaid, although certain kinds of paid leave must be used during the FMLA leave. Accrued sick leave will be used in circumstances, which would ordinarily qualify for use of sick leave per Section 7.3. After that, accrued vacation and compensatory time off hours must be used prior to using unpaid time off. During circumstances that do not ordinarily qualify for use of sick leave per Section 7.3, accrued vacation and compensatory time off hours must be used prior to moving to unpaid status.

Benefits for employees on a paid leave will continue on the same basis as during regular employment and may continue during the portion of the leave that is unpaid. For employees covered by the City's group health insurance plan, the City will continue to provide paid health insurance coverage during the FMLA leave on the same basis as during regular employment. If the employee chooses not to return to work after the leave, however, the employee is required to reimburse the City for its portion of the insurance premium unless failure to return to work was beyond the employee's control. If the employee is covered by other insurance plans through the City, such as life or disability insurance, this coverage will continue during the portion of the FMLA leave that is paid leave on the same basis as during regular employment; during the unpaid leave period, the employee is responsible for payment of the entire premium amount. Vacation and sick leave accruals will continue only during the paid portion of the leave.

Employees who want to take FMLA leave ordinarily must provide the city with at least 30 days' notice of the need for leave, if the leave is foreseeable. If 30 days' notice is not possible, notice must be provided as soon as the need for leave becomes known. The City may require medical certification supporting the need for the leave and medical certification of the employee's fitness to return to duty as applicable.

The FMLA also permits the use of intermittent leave under some circumstances (such as when medically necessary or due to qualifying military exigencies). Where intermittent leave is needed for planned medical treatment, an employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt City operations.

Employees who return to work at the end of the twelve weeks of leave will be reinstated in their previous position or an equivalent position. Employees on leave, however, remain subject to legitimate job changes or layoffs that would have occurred even if they had not been on leave.

Washington Pregnancy Disability Leave: In addition to leave under the federal FMLA described above, state law provides certain leave rights in connection with pregnancy-related disability and to care for a newborn. Regardless of whether an employee is eligible for FMLA leave, she is entitled to Pregnancy Disability leave for the period of time that she is temporarily disabled because of pregnancy or childbirth. Medical certification may be required to confirm the need for leave. If the employee is eligible for FMLA leave, the Pregnancy Disability leave will run concurrently with FMLA leave. Pregnancy Disability leave is unpaid and health benefits are not automatically continued (unless the employee is also eligible for FMLA leave); however, accrued leave may be used and the employee may continue insurance coverages at her expense.

Washington Family Leave Act (“WFLA”): The WFLA provides certain additional leave benefits to eligible employees. The WFLA largely mirrors the FMLA, with the same eligibility standards and entitlement to 12 weeks of leave for family and medical reasons. In most situations, WFLA provides the same leave entitlement as (and runs concurrently with) FMLA leave and employees should follow the procedures described above for both FMLA and WFLA leave. WFLA differs from FMLA leave only in the following respects:

- WFLA leave does not run concurrently with any leave taken for Pregnancy Disability leave; this affords an employee up to 12 weeks of additional time off to care for her newborn once she has recovered from the Pregnancy Disability.
- Under the WFLA (but not the FMLA), an eligible employee may be entitled to up to 12 weeks of leave to care for the employee’s registered domestic partner with a serious health condition.
- The WFLA does not provide leave for military exigencies or for military caregivers. Where such military-related leave is taken under the FMLA, it will not count against the 12-week leave entitlement available under the WFLA.
- Continuation of employer-paid health insurance is not required during WFLA leave. Thus, during leave that is covered only by WFLA and not FMLA, health insurance will not be automatically continued unless the employee elects continuation coverage at his/her expense.

7.6 *BEREAVEMENT LEAVE*

The purpose of bereavement leave is to allow an employee who has suffered a loss of a family member (including spouse, registered domestic partner, child, parent, parent-in-law, grandparent) to begin the grieving and healing process, to attend the funeral or memorial service, and to make arrangements relating to the service, the family, or the estate of the deceased. Regular full and part-time employees and employees in orientation status are eligible for paid bereavement leave, upon approval of the department director, of up to five working days (up to forty hours) of paid bereavement leave

Nothing in this policy prohibits an employee from using accrued vacation leave or compensatory time off for bereavement purposes.

7.7 *MILITARY-RELATED LEAVE*

Any employee who is a member of the Washington National Guard or a federal military unit is entitled to paid leave from his or her duties for up to twenty-one (21) working days per year to perform official military duties. The relevant year for purposes of this paid military leave begins October 1st and ends the following September 30th. The employee will receive his/her regular City salary in addition to his/her military pay and will continue to accrue all leave benefits.

Under federal law, employees who leave the City to go on active military service have the right to be reemployed by the City under the following conditions:

- The employee provides advance written or verbal notice of being called to active duty;
- The employee has five years or less of cumulative service in the uniformed services while with the City;
- The employee returns to work or applies for reemployment in a timely manner after conclusion of service; and
- The employee has not been separated from service with a disqualifying discharge or under other than honorable conditions.

Employees who are eligible to be reemployed under this policy must be restored to the job and benefit levels the employee would have attained if the employee had not been absent due to military service or, in some cases, a comparable job.

Leave for Spouses and Registered Domestic Partners of Military Personnel: During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to 15 days of unpaid leave while his/her spouse or registered domestic partner is on leave from deployment, or before and up to deployment. The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide the City with notice of his/her intent to take leave within five business days of receiving official notice that the employee's spouse or registered domestic partner will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

Leave for Military Caregivers or Qualifying Exigencies: Under the City's Family and Medical Leave policy, employees who are eligible for FMLA leave may take leave to care for an injured service member in the employee's family or for qualifying exigencies arising from a family member's deployment to military service. Please refer to Section 7.5 for specific information.

7.8 CIVIL LEAVE

The City provides paid leave to regular full- and part-time employees and employees in their orientation period to serve on a jury per a jury summons. The City will not discourage employees from fulfilling this civic duty

An employee subpoenaed to serve as a witness in a non-employment-related case will receive up to one day per calendar year for such purpose. The paid time off will only be granted as witness duty if the case presents no personal benefit or gain to the employee.

Employees are expected to work their regular hours and/or the remainder of their regular shift if excused from jury or witness duty for four (4) hours or longer in a day.

Voting Leave: The City provides unpaid time off to all employees who are non-exempt from overtime compensation under the Fair Labor Standards Act and whose schedules do not provide two free hours during the time the polls are open. Employees who are exempt from overtime compensation under the Fair Labor Standards Act are entitled to paid time off to vote if their schedule does not provide two free hours during the time the polls are open.

7.9 EMERGENCY LEAVE

In the event of inclement weather, a natural disaster, or another situation deemed an emergency by the City Manager, for employees who are non-exempt from overtime compensation under the Fair Labor Standards Act, absences from the worksite at other than their regularly scheduled times will be unpaid unless they choose to use vacation or compensatory time off leave or make alternative work schedule arrangements with their supervisor/director. If, however, the City Manager deems that in the interest of public safety, City offices will be closed, employees will be paid their regular pay for the duration of the closure.

Employees who are required to work in the event of inclement weather, a natural disaster, or other emergency situation will receive their regular pay and any overtime pay or compensatory time off to which they may be entitled.

In all instances, employees who are exempt from overtime compensation under the Fair Labor Standards Act and work at least part of one day will be paid their regular salary for that day. In situations other than the closure of City offices, the City Manager will determine whether or not such employees will receive their regular salary for absences of more than one full day.

7.10 OTHER LEAVES OF ABSENCE

Upon the approval of the City Manager, an employee may take an unpaid leave of absence for educational, training, military, religion, or other desirable purposes. Consideration of an employee's written request for a leave of absence shall include the reason for requesting the leave and the expected date of return to work. Requests for leave will be considered on a case-by-case basis, taking into account the amount of time off needed, the City's ability to cover the absence and other relevant factors. The total period of an unpaid leave of absence is six months, which may be extended to a year at the discretion of the City Manager.

Prior to taking an extended unpaid leave of absence, all accrued vacation and compensatory time off must be used as well as other forms of paid leave applicable to the specific situation (such as bereavement leave, sick leave, etc.).

It is the responsibility of the employee to notify his/her department director in writing of his/her intention to return to work on a specific day at least two weeks prior to the end of the leave of absence. In the absence of extenuating circumstances, the employee's failure to notify the City shall be considered a voluntary resignation from their position.

While on an unpaid leave of absence, an employee no longer continues to accrue benefits such as credit for continuous service, leave benefits, eligibility for salary step increases, retirement benefits or other related benefits including City-paid premiums for health care insurance. Per COBRA regulations, an employee may opt to self-pay to maintain coverage under the City's health insurance program. An employee may also choose to buyback service credits into the state retirement system for the period of an unpaid leave of absence due to a disability.

Nothing in this policy guarantees an employee's right to return to City employment, either in their previous position or another position, during or after the completion of a leave of absence.

7.11 DOMESTIC VIOLENCE LEAVE (DVL)

The Domestic Violence Leave (DVL) law passed by the 2008 Legislature allows victims of domestic violence, sexual assault, or stalking to take reasonable leave from work — paid or unpaid — to take care of legal or law enforcement needs and obtain health care. Family members of a victim may also take reasonable leave to help the victim obtain treatment or seek help. Features of the law include:

- Victims of domestic violence, sexual assault, or stalking may take reasonable leave from work for legal or law-enforcement assistance, medical treatment, or counseling.
- Family members may also take reasonable leave to help a victim obtain needed treatment or services.

*Leave is without pay, **although** employees may use sick leave or other paid time off, compensatory time, or unpaid leave time. "Family member" includes a child, spouse, registered domestic partner, parent, parent-in-law, grandparent or person whom the employee is dating.*

CHAPTER 8: WORKPLACE CONDUCT

8.1 GUIDELINES FOR BUSINESS AND ETHICAL CONDUCT

The City is committed to providing high quality service to the public. This includes an expectation for integrity and ethical behavior by employees and public officials and delivering services in an impartial and responsible manner, which does not allow for personal gain or undue influence by persons involved in these transactions. The City further expects all employees to provide courteous, efficient, and effective services to the public consistent with its rules, regulations, and applicable laws. Failure to meet these expectations may establish cause for disciplinary actions.

The following are examples of types of behavior that may result in disciplinary action. This is not an exhaustive list but merely illustrates the type of behavior inconsistent with the general code of conduct expected of employees.

- Drinking alcohol, using illegal drugs or abusing other controlled substances while on the job, or arriving on the job under the influence of or while in possession of alcohol, illegal drugs or other controlled substances.
- Insubordination.
- Abusiveness or harassing actions towards a fellow employee, supervisor, manager, director customer, or citizen.
- Dishonesty or accepting fees, gifts, or services in the performance of the employee's duties for the City.
- Habitual absence or tardiness for any reason.
- Unauthorized absence from work without prior notice to employee's supervisor/director.
- Inability, refusal, or failure to perform the duties of the assigned job.
- Misappropriation or illegal use of City supplies, equipment, or time for personal use or gain.
- Malicious or careless acts that result in personal injury, property damage, or expense.
- Falsification of City records and reports, including time records.
- Revealing confidential or proprietary information.
- Revealing personal information of other employees
- Using City logos/uniforms or brands outside of the workplace without authorization.
- Violation of the duties or rules imposed by this policy manual or any other City rule, regulation, administrative order or applicable state law.

Employees who witness what they believe to be a violation of the guidelines for business and ethical conduct should report their observations to the Human Resources Director. The Human Resources Director will promptly investigate all reported complaints. In the event that the complaint is made against the Human Resources Director, the investigation will be conducted by the City Manager. All reports will be investigated in a prompt manner. The confidentiality of all parties will be safeguarded to the extent possible while conducting a thorough investigation and administering disciplinary action as appropriate. The findings and/or outcome of the investigation will normally be shared in general terms with the complaining party and the target of the complaint. If the substance of the complaint is established on a more likely than not basis, the offending employee will be subject to disciplinary action up to, and including termination.

Employees must also be aware of their conduct away from the workplace that may have a negative impact on the work environment, including use of social media (i.e. Facebook, Twitter, etc.) Violations of the following use of social media may lead to disciplinary action up to an including termination.

- Employees who are permitted to access social media at work (site administrators, police detectives), must ensure that such access does not interfere with work.
- Employees who access social media on their personal time must not imply, explicitly or implicitly, that they represent the City.

8.2 *SEXUAL HARASSMENT AND OTHER FORMS OF HARASSMENT*

It is the City's policy that all employees are responsible for assuring that the workplace is free from all forms of unlawful harassment, including sexual harassment. The City will not tolerate harassment by City employees or of City employees by anyone, including any co-worker, contractor, vendor, member of the public, or other third party. Unlawful harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, sexual orientation, color, race, ancestry, religion, national origin, age, disability, marital status, veteran status or other protected group status. The City will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. An employee who believes they have been the target of any form of unlawful harassment should report the incident per the procedure described in this policy. (See related policy 2.1 "Equal Employment Opportunity.")

Sexual Harassment: Sexual harassment is one form of unlawful harassment. It is defined as unwelcome sexual advances, requests for sexual favors, or any other visual, verbal or physical conduct of a sexual nature, excluding occasional compliments of a socially acceptable nature. Sexual harassment is considered to exist when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment with the City;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or

- Such conduct has the purpose or effect of creating an intimidating, hostile or offensive work environment.

Employees must avoid any action or conduct which could be viewed as sexual harassment, including:

- Unwelcome sexual advances;
- Requests for sexual favors; and
- Other verbal or physical conduct of a harassing, intimidating, hostile or offensive nature, including but not limited to sexually oriented jokes, remarks, gestures, or lewd pictures.

Even though a behavior may not meet the legal definition of sexual harassment, the City may treat such conduct as inappropriate behavior and take disciplinary action to halt such behavior. This policy is not meant to interfere with or discourage friendships among employees; however, employees must be sensitive to acts or conduct, which may be considered offensive by other employees and refrain from engaging in such conduct. Each complaint of sexual harassment will be assessed on a case-by-case basis.

Complaint Procedure: If an employee believes that he/she has been subjected to discrimination or unlawful harassment, the employee should follow the reporting procedure described below. At any point, the employee may bypass this reporting procedure and bring the matter to the immediate attention of the Human Resources Director or the City Manager.

1. If the employee is comfortable discussing the matter with the person who may be violating this policy, then he/she should talk directly to that person. If he/she is not comfortable doing this, or he/she does not believe this will cause the conduct to stop, he/she may bypass this step and go to step 2.
2. Bring the matter to the attention of the employee's immediate supervisor/director. If the employee is not comfortable doing this, the supervisor/director does not respond to the report, or the offensive conduct does not stop immediately, the employee may bypass this step and go to step 3.
3. Bring the matter to the attention of the department director. If the employee is not comfortable doing this, the department director does not respond to the report, or the offensive conduct does not stop immediately, the employee may bypass this step and bring the matter to the attention of the Human Resources Director or the City Manager.

In addition, any employee who observes conduct that appears to violate this policy should report it immediately per the procedure described above.

The complaint procedure described in this policy is designed to bring a prompt end to inappropriate behavior, preferably before it escalates into conduct that interferes with the work environment. It is imperative that employees report inappropriate behavior immediately, so that the City can investigate and address it promptly and effectively.

If a complaint is made to a person other than the Human Resources Director or the City Manager, then the person to whom the complaint was made is responsible for referring the complaint to one of them. The Human Resources Director will promptly investigate all reported complaints. In the event that the complaint is made against the Human Resources Director, the investigation will be conducted by the City Manager. Where deemed appropriate, the City may retain an outside investigator to investigate a complaint.

All complaints will be promptly handled, and the confidentiality of all parties will be safeguarded to the extent possible while conducting a thorough investigation and administering disciplinary action as appropriate. The findings and/or outcome of the investigation will generally be shared in general terms with the complaining party and the target of the complaint. If the substance of the complaint is established on a more likely than not basis, the offending employee will be subject to disciplinary action, up to and including termination.

Retaliation against any employee for good faith actions in filing a complaint per this policy, for reporting suspected harassment or for assisting in a complaint investigation is strictly prohibited. If you believe that you have been subjected to retaliation for making a complaint of harassment or if you observe that another employee has been subjected to such retaliation, you are expected to report the matter immediately using the complaint procedure described above.

8.3 *DRUG-FREE WORKPLACE*

The City's policy regarding substance abuse has a two-pronged focus: a concern for the safety of employees and members of the public, and a concern for the well being of its employees.

The manufacture, possession, distribution, sale, dispensing or use of alcohol or controlled substances in the workplace is strictly prohibited. The possession and use of medically prescribed drugs during working hours is permissible; however, the employee shall notify his/her supervisor/director if such a drug may cause adverse side effects that may prevent the employee from performing his/her job safely and effectively. When employees are on the job, they are expected to be physically free from any impairment or substance would contribute to an injury, property damage, or interfere with productivity.

The City may require an employee to submit to appropriate tests to determine the existence of alcohol or a prohibited substance in her/her system when reasonable suspicion exists. Reasonable suspicion is the contemporaneous, articulatable observation or other corroborated information by a supervisor/director or fellow employee concerning the work performance, appearance, behavior, speech, or body odor of the employee that may reasonably cause one to infer that the employee is under the influence of drugs or alcohol. The drug testing procedures used will generally be the same procedures as are in effect for City employees who operate commercial vehicles. Refusal to submit to testing when requested is cause for disciplinary action, up to and including termination.

As part of the City's employee assistance program, employees who are concerned about their alcohol or drug use are encouraged to seek confidential counseling, treatment, and/or rehabilitation. Although the decision to seek diagnosis and accept treatment is voluntary, the City is committed to helping employees who voluntarily come forward to overcome substance abuse problems. Employees who seek advice or treatment will not be subject to discrimination or retaliation for doing so (provided that doing so after engaging in misconduct will not preclude discipline for the misconduct). Information regarding employee requests for assistance will be confidential and shall not be revealed to other employees except City management personnel when business necessity dictates such disclosure.

Employees who seek treatment for their alcohol or drug use are subject to the same rules, regulations, and job performance standards as all other employees. Disciplinary action, if any is taken, will be based upon the employee's participation in the employee assistance program's recommended rehabilitation program and the severity of any offenses committed while under the influence of alcohol or drugs.

Any employee who is convicted under any criminal drug statute for a violation occurring in the workplace must notify the City of such conviction within five days of the conviction. The employee may be subject to disciplinary action.

8.4 *REPORTING IMPROPER GOVERNMENT ACTION*

It is the policy of the City of Mountlake Terrace to encourage reporting by its employees of improper governmental action taken by the City of Mountlake Terrace officers or employees and to protect City employees who have reported improper governmental actions in accordance with the policies and procedures described below.

As used in this policy, the following terms shall have the meanings indicated:

1. *"Improper governmental action"* means any action by a City of Mountlake Terrace officer or employee that is undertaken in the performance of the officer's or employee's official duties, whether or not the action is within the scope of the employee's employment and is:
 - a. In violation of any federal, state, or local law; or
 - b. An abuse of authority; or
 - c. Of substantial and specific danger to the public health or safety; or
 - d. A gross waste of public funds.

"Improper governmental action" does not include personnel actions including employee grievances, complaints, appointments, promotions, transfers, assignments, reinstatements, restorations, re-employment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of collective bargaining or civil service laws, or reprimands.

2. *"Retaliatory action"* means any adverse change in the terms and conditions of a City employee's employment.
3. *"Emergency"* means a circumstance that if not immediately changed may cause damage to persons or property.

Any City employee who becomes aware of improper governmental actions should use the following procedure to report such actions.

1. Bring the issue to the attention of the first uninvolved supervisor/director. In the case of an emergency, when the employee believes that the damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action.
2. At the request of the supervisor/director, the employee shall submit, to the supervisor/director or his/her designee, a written statement or report, stating in detail the basis for the employee's belief that an improper governmental action has occurred.
3. The supervisor shall review the report with the department director, or, if the department director is involved, with the City Manager and determine an investigating official. The investigating official may be the supervisor, the department director, or an appropriate designee.
4. The investigating official shall take prompt action to properly investigate the report of improper governmental action. City officers and employees involved in the investigation shall keep the identity of the reporting employee confidential to the extent possible under law. After an investigation has been completed, the employee reporting the improper government action shall be advised of a summary of the results of the investigation, except any personnel actions taken as a result of the investigation may be kept confidential. The employee can then appeal to the City Manager for a response.
5. City employees may report information about improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action if:
 - a. The employee reasonably believes that an adequate investigation was not undertaken by the City to determine whether an improper governmental action occurred; or
 - b. That insufficient action has been taken by the City to address the improper governmental action; or
 - c. That, for other reasons, the improper governmental action is likely to recur.

CITY OF MOUNTLAKE TERRACE EMPLOYEES WHO FAIL TO MAKE A GOOD-FAITH ATTEMPT TO FOLLOW THE ABOVE PROCEDURES IN REPORTING IMPROPER GOVERNMENTAL ACTIONS SHALL NOT RECEIVE THE PROTECTION PROVIDED IN THESE PROCEDURES. In the case of an emergency, when the employee believes that the damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action.

City officials and employees are prohibited from taking retaliatory action against a City employee because he or she has, in good faith, reported an improper governmental action in accordance with these policies and procedures.

Employees who believe that they have been retaliated against for reporting an improper governmental action should:

1. Advise their supervisor or their department director or the City Manager or the City Manager in writing within 30 days after the occurrence of the alleged retaliatory action. The person receiving the report shall take appropriate action to investigate and address complaints of retaliation within 30 days from the date notice was given to the City by the employee. If the City Manager is involved in the alleged retaliation, the employee may direct this to the City Council.
2. If the investigation does not satisfactorily resolve the employee's complaint that he or she has been retaliated against in violation of these policies, the employee may obtain protection under this policy and pursuant to state law by providing a written notice, within 60 days after receipt of the outcome of the investigation, to the City Council which:
 - a. Specifies the alleged retaliatory action; and
 - b. Specifies the relief requested.
3. After receiving either the response from the City Council or 30 days after the delivery of the charge to the City Council, the employee may request a hearing before a state administrative law judge to establish that a retaliatory action occurred and to obtain appropriate relief provided by law. An employee seeking a hearing should deliver the request for hearing to the City Manager within the earlier of either 15 days of receipt of the outcome of the City Council investigation to the charge of retaliation or 45 days of delivery of the charge of retaliation to the City Council for response.
4. Upon receipt of the request for hearing, the City Manager shall apply, within five working days, to the State Office of Administrative Hearings, (Office of Administrative Hearings, PO Box 42488 Olympia, WA 98504-2488, , 2420 Bristol Court SW Olympia, WA, 98502 , (360) 407-2700 for an adjudicative proceeding before an administrative law judge.
5. If a determination is made that retaliatory action has been taken against the employee, the administrative law judge may, in addition to any other remedy, impose a civil penalty personally upon the retaliator.
6. The City will consider any recommendation provided by the administrative law judge that the retaliator be suspended with or without pay or dismissed.

The Human Resources Director is responsible for implementing the City's policies and procedures for reporting improper governmental action and for protecting employees against retaliatory actions.

This includes ensuring that this policy and these procedures are permanently posted where all employees will have reasonable access to them and are made available to any employee upon request and are provided to all newly hired employees.

Officers, managers, supervisors and directors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy and these procedures may result in appropriate disciplinary action.

Appendix A to these policies provides a 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 Human Resources Director.

8.5 *WORKPLACE PRIVACY*

The City regards vehicles, desks, computers, furniture, lockers, work spaces, data, programs, and other property acquired by, developed for, or located in any City facility, to be City property. This property is provided for employees to use while conducting City business, and there is no right to personal privacy with respect to use of City property. The City reserves the right to inspect the same if, in its sole discretion, it determines that there is a security, health, suspicion of misconduct, or other appropriate reason to do so.

8.6 *USE OF ELECTRONIC COMMUNICATIONS EQUIPMENT*

The City's electronic communications equipment and resources are provided for the benefit of providing services to the public, and they are to be used only for that purpose, except as otherwise explicitly stated in written policies. Users of this equipment are responsible for its safe and appropriate usage and will be held accountable for their actions in accessing information, utilizing network and stand-alone computer services, expending limited resources and posting information in any form or in communications on a networked or stand-alone computer. To this end, employees are responsible for safeguarding the security of their access password or other codes and equipment assigned for their use.

When employees use the City's computers, they are creating City documents using City assets. The computers and telephones and the information stored on them are City property and as such computer data, voicemail messages, electronic mail messages, and other data may be subject to search or review as part of a random review of City assets or an investigation in response to a specific incident.

Unethical, illegal or unacceptable use of electronic communications equipment may result in disciplinary action, up to and including termination.

All employees who are assigned a computer to use as part of their job will receive a copy of the City's current acceptable use policy which contains detailed information about the use of the City's electronics communications systems.

8.7 *SMOKE-FREE WORKPLACE*

For health and safety considerations, and in accordance with State law, smoking and tobacco use in any form is prohibited in all City facilities, including City-owned or leased buildings, vehicles, offices and parks. Employees may smoke outside only in designated smoking areas at least 25 feet from any door or ventilation equipment. Smoking while performing work duties is prohibited.

8.8 *SALES, CANVASSING, SOLICITATION, AND RELATED ACTIVITIES*

The purpose of this policy is to prevent interference with City employees' ability to perform their jobs, to avoid the misuse of City facilities and resources, and to preserve the City's actual and the appearance of its independent, non-political status. To this end, passive forms of solicitation may be allowed in designated areas with the approval of the department director. Examples of passive solicitation include leaving order forms and a product sample in a non-work area or posting a notice at one's own work area about an item being sold for a charitable purpose.

Active acts of solicitation, such as contacting City employees personally with an offer to sell them something or requesting their participation in a fund-raising activity is generally prohibited unless approved by the City Manager. Other reasonable, non-intrusive forms of solicitation, such as distributing leaflets, may be allowed during non-work time in non-work areas.

City employees may not use their official position or any City resources, such as City stationery or computer equipment, for purposes of sales, canvassing, solicitation or related activities except as specifically authorized by the City Manager. Posting of information on City bulletin boards without the authorization of the City Manager is prohibited, except as provided for in collective bargaining agreements. Nothing in this policy is meant to limit an employee's ability to exchange views and associate with other employees.

8.9 *POLITICAL ACTIVITIES*

The purpose of this policy is to preserve the City's actual and the appearance of its independent, non-political status. While in the workplace, on the job, or representing the City in any way, employees may not campaign for a candidate or ballot issue. Campaign activities include, but are not limited, to the following:

- Wearing a button, badge or sticker relevant to a political candidate or ballot issue;
- Soliciting for a contribution for a political candidate or ballot issue; or
- Using City funds or facilities for political purposes.

Nothing in this policy is meant to limit an employee's participation in political activities of their choosing on their own time.

8.10 *OUTSIDE EMPLOYMENT*

Employees shall not engage in any outside employment or financial interest, which may, in the opinion of the City, conflict with the best interests of the City or interfere with the employee's ability to perform their City job.

An employee who chooses to have an additional job shall obtain prior approval from his/her department director. Approval for outside employment will generally be granted if the outside employment does not:

- Result in a conflict of interest or appearance of a conflict of interest with City employment;
- Interfere with the employee's ability to perform his/her job with the City, including being available for work beyond normal working hours when such availability is a regular part of the employee's job; or
- Discredit public service.

8.11 DISCIPLINE PROCEDURES

As an at-will employer, the City reserves the right to terminate an individual's employment for any reason with or without notice. For all regular full and part-time employees, however, the City will generally use a system of progressive discipline, except that the nature and severity of the discipline will be determined on an individual basis according to the particular circumstances. Depending upon the seriousness of the issue being addressed, any and all of the steps outlined below may be bypassed during the disciplinary process.

When an employee fails to meet expectations, the issue may be discussed with the employee in a verbal counseling session the purpose of which is to ensure that the employee understands the expectations and how he/she is falling short of them.

If the initial failure to meet expectations is severe, or if after verbal counseling, the employee fails to correct the previously identified deficiencies, a written warning may be issued. Generally, a written warning will include a description of the problem, the required corrective action on the part of the employee, a definite time by which the employee must clearly demonstrate improvement, and the consequences of a lack of improvement. Written warnings are signed by the employee, supervisor and director and made a part of the employee's personnel file.

A suspension from duties, which is time off without pay for disciplinary reasons, may be given for serious offenses of employee rules of conduct not deemed sufficient justification for immediate discharge, for repeated offenses, or for failure to correction an action for which a written warning was previously given. The suspension will be for a period of time that the City deems reasonable and necessary for a specific violation. The letter of suspension will generally include the same elements as a written warning, is signed by the employee, supervisor and director, and made a part of the employee's personnel file.

For employees exempt from overtime compensation per the Fair Labor Standards Act, suspensions will be for periods of not less than one week and in one-week increments, except for major safety violations.

Upon the recommendation of the department director and the approval of the City Manager, an employee may be discharged when, in their opinion, the nature of a violation warrants it or if previous disciplinary actions have not resolved the problem. In the case of the pending termination of a regular full or part-time employee, the City Manager or his/her designee will usually conduct an informal pre-termination meeting with the employee; this is an opportunity for the employee to furnish additional facts before a termination decision is finalized. The City Manager will decide whether there are reasonable grounds to support discharging the employee and will communicate his/her decision to the employee in writing usually within three days of the pre-termination meeting.

8.12 DISPUTE RESOLUTION

It is the policy of the City to encourage direct communication between employees and their supervisor or director to facilitate prompt and fair resolution of questions or issues that arise regarding work and working conditions. Employees should try to resolve questions or issues with their supervisor/director as they occur. If an employee feels that his/her question or issue is still unresolved after discussing it with their supervisor, the employee should try to resolve the issue with their department director.

If the employee still feels that the matter has not been resolved satisfactorily with their department director, they may submit their complaint in writing to the City Manager; the written complaint must be submitted within ten business days of receiving a response from their department director. The City Manager will usually respond to the employee in writing within twenty business days of receiving the written complaint. The decision of the City Manager will be final and binding.

Employees represented by a bargaining unit or covered under civil service rules must use the grievance procedures established in the applicable collective bargaining agreement or civil service rules. Employees may not utilize both this dispute resolution process and any other complaint, grievance, or appeal procedure that may be available to them.

CHAPTER 9: WORKPLACE SAFETY

9.1 SAFETY RESPONSIBILITIES

The City strives to offer a safe and healthy environment for its employees and customers. The City will maintain a safety management program consistent with all applicable laws, and the success of the program is dependent on the cooperative efforts of all employees. The Human Resources Director serves as the safety officer for the City.

All employees are responsible for ensuring that they understand and observe all safety and health policies and procedures. Managers, supervisors and directors are responsible for reviewing and updating departmental safety policies and procedures; training employees in their application; providing and requiring the proper use of personal protective equipment; identifying, eliminating, and/or reducing job hazards; and participating in safety meetings, investigations and inspections.

All employees are responsible for understanding and abiding by departmental safety policies and procedures; attending training regarding their application; properly using and caring for personal protective equipment; immediately reporting unsafe work practices or conditions to their supervisor/director; immediately reporting all injuries and accidents to their supervisor/director; and participating in safety meetings, investigations and inspections as required.

ALL CITY EMPLOYEES MUST IMMEDIATELY REPORT ANY UNSAFE WORK PRACTICES OR CONDITIONS OR AN INJURY OR ACCIDENT TO THEIR SUPERVISOR/DIRECTOR. The supervisor or department director shall notify the Human Resources Director of all work-related accidents involving City employees or City property not later than the next working day following the day in which the accident occurred,

9.2 WORKERS' COMPENSATION PROGRAM

An employee who suffers an on-the-job injury will receive benefits in accordance with Washington State's industrial accident insurance program. Such benefits may include payment of medical costs or time-loss payments. Benefits shall be paid in amounts and to employees deemed eligible as established by the State of Washington. In the event of an employee's absence for injury for which the employee receives a workers' compensation benefit payment, accrued sick leave will be used to pay the difference between the net amount paid by the State and the employee's compensation.

9.3 VIOLENCE IN THE WORKPLACE

The City is committed to providing a safe environment for working and conducting business, and the City intends to use reasonable legal, managerial, administrative, and disciplinary procedures to secure the workplace from violence. The City will not tolerate any acts of aggression or violence committed by or against City employees or members of the public while on City property or while performing City business at other locations. This includes a prohibition on the following types of behavior:

- Threatening injury or damage against a person or property;
- Fighting or threatening to fight with another person;
- Stalking, following, or invading another employee's personal life;
- Engaging in shoving, fighting, blocking or impeding another person;
- Abusing or injuring another person;
- Using obscene or abusive language or gestures in a threatening manner;
- Raising voices in a threatening manner; or
- Violating the City's policy regarding possession and use of dangerous weapons.

All employees while on City property (including offices, buildings, parking lots, desks, cabinets, locker, or other storage areas) or performing City business are prohibited from possessing or using a dangerous weapon. A dangerous weapon is any instrument capable of producing bodily harm, in a manner, under circumstances, and at a time and place that manifests an intent to harm or intimidate another person that warrants alarm for the safety of other people. Dangerous weapons include, but are not limited to, firearms and knives with a blade of three inches or more. This prohibition does not apply to any person who is vested by law with a duty to preserve public safety while in the performance of such duty.

ANY EMPLOYEE WHO REASONABLY BELIEVES THAT A SITUATION WITH AN AGGRESSIVE EMPLOYEE, MEMBER OF THE PUBLIC, OR OTHER PARTY MAY BECOME VIOLENT AND CONSTITUTES AN EMERGENCY SHOULD IMMEDIATELY CALL 911.

All incidents or threats of violence in the workplace must be reported to the Human Resources Director or department director as soon as possible. All reports of potential or actual violence will be investigated and appropriate disciplinary action, up to and including termination, will be taken.

IMPROPER GOVERNMENTAL ACTION AGENCY LISTING

The following is a 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 Human Resources Director.

Agency	Address	City	State	Zip	Phone
Mountlake Terrace City Attorney – Greg Schrag	Plaza 220 Building 21907 - 64th Avenue West, Suite 370	Mountlake Terrace	WA	98043	425.776.7386
Mountlake Terrace Police Department	5906 – 232 nd Street SW	Mountlake Terrace	WA	98043	425.670.8260
Snohomish County Prosecuting Attorney	3000 Rockefeller Avenue, MS504 1 st Floor, Mission Bldg.	Everett	WA	98201	425.388.3333
Puget Sound Water Quality Authority	P.O. Box 40900	Olympia	WA	98504	800.54.SOUND
Washington State Department of Agriculture	PO Box 42560	Olympia	WA	98504	360.902.1800
Washington State Attorney General – Fair Practices Division	800 Fifth Avenue, Suite 2000	Seattle	WA	98104	206.464.7744
Washington State Auditor's Office – Whistleblower	PO Box 40021	Olympia	WA	98504	360.902.0370
Washington State Department of Ecology – NW Regional Office	3190 – 160 th Ave SE	Bellevue	WA	98008	425.649.7000
Washington State Department of Health	PO Box 47890	Olympia	WA	98504	360.236.4700 800.525.0127
Washington State Human Rights Commission	711 South Capitol Way, Suite 402	Olympia	WA	98504	360.753.6770 800.233.3247
Washington State Department of Labor and Industries	315 – 5 th Avenue South, Suite 200	Seattle	WA	98104	206.515.2800
Washington State Liquor Control Board	3000 Pacific Avenue SE	Olympia	WA	98501	360.664.9878
Washington State Department of Natural Resources	PO Box 47000	Olympia	WA	98504	360.902.1000
Washington State Department of Social and Health Services	PO Box 45130	Olympia	WA	98504	800.737.0617

United States Government Accountability Office	441 G Street NW, MS 4T21	Washington	DC	20548	800.424.5454
United States Attorney – Western District of Washington	700 Stewart Street, Suite 5220	Seattle	WA	98101	206.553.7970 800.797.6722
United States Bureau of Alcohol, Tobacco, Firearms and Explosives – Seattle Field Division	915 2nd Avenue, Room 790	Seattle	WA	98174	206.389.5800
Washington State Department of Commerce	PO Box 42525	Olympia	WA	98504	360.725.3003
United States Consumer Product Safety Commission	4330 East West Highway	Bethesda	MD	20814	301.504.0124 800.638.2772
United States Customs Service	1000 – 2 nd Avenue, Suite 2300	Seattle	WA	98104	206.553.7531
United States Drug Enforcement Administration	Mailstop: AES 8701 Morrisette Drive	Springfield	VA	22152	206.553.5443
Washington State Department of Education	PO Box 47200	Olympia	WA	98504	360.725.6130
United States Environmental Protection Agency – Region 10	1200 Sixth Avenue, Suite 900	Seattle	WA	98101	206.553.1300 800.424.4372
United States Equal Employment Opportunity Commission	350 The Embarcadero, Suite 500	San Francisco	CA	94105	800.669.4000
Federal Emergency Management Agency (FEMA) – Region X	130 – 228 th Street SW	Bothell	WA	98021	425.487.4600
Federal Trade Commission	915 Second Avenue, Suite 2896	Seattle	WA	98174	206.220.6350
United States Department of Housing and Urban Development	909 First Avenue, Suite 200	Seattle	WA	98104	206.220.5101 877.741.3281
United States Office of Inspector General	915 Second Avenue, Room 1894	Seattle	WA	98174	206.553.5421
United States Department of Interior, US Fish and Wildlife Services	510 Desmond Drive SE, Suite 102	Lacey	WA	98503	360.753.9440

United States Department of Labor – Occupational Safety and Health (OSHA)	505 – 106 th Avenue NE, Suite 302	Bellevue	WA	98004	425.450.5480
United States Department of Labor – Mine Safety and Health Administration	991 Nut Tree Road	Vacaville	CA	95687	202.693.9400
United States Department of Labor - Office of Women's Bureau, Region X	1111 Third Avenue, Suite 925	Seattle	WA	98101	206.553.1534
United States Nuclear Regulatory Commission	U.S. Nuclear Regulatory Commission	Washington	DC	20555	301.415.7000 800.368.5642
United States Securities and Exchange Commission	100 F Street NE, Mail Stop 5971	Washington	DC	20549	202.551.4790
National Transportation Safety Board	490 L'Enfant Plaza SW	Washington	DC	20594	202.314.6000
United States Department of Transportation – Office of Inspector General (Fraud)	1200 New Jersey Ave SE West Bldg, 7 th Floor	Washington	DC	20590	800424.9071
United States Department of the Treasury	1500 Pennsylvania Ave NW	Washington	DC	20220	202.622.2000
United States Department of Veterans Affairs	915 Second Avenue	Seattle	WA	98174	800.827.1000

CITY OF MOUNTLAKE TERRACE

RESOLUTION NO. XXX

**A RESOLUTION OF THE CITY OF MOUNTLAKE TERRACE, WASHINGTON,
ADOPTING THE CITY OF MOUNTLAKE TERRACE
EMPLOYEE HANDBOOK**

WHEREAS, the City of Mountlake Terrace wishes to update and develop general policies and guidelines related to personnel matters and employee benefits in order to provide guidance to City employees; and

WHEREAS, the City has previously adopted personnel policies but has not reviewed and revised them since 2011; and

WHEREAS, the City embarked on a year-long revision and review process that included an advisory employee committee; surveys; consultation with a diversity, equity and inclusion consultant; and review by the executive team, WCIA, and the City's unions; and

WHEREAS, the City Council has determined it is in the best interest to revise the employee policies and to adopt the City of Mountlake Terrace Employee Handbook;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOUNTLAKE TERRACE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Adopting the City of Mountlake Terrace Employee Handbook. The City Council hereby adopts the City of Mountlake Terrace Employee Handbook ("Handbook"), attached hereto as Attachment A. The Council delegates to the City Manager the authority to make all necessary amendments and modifications to the Handbook.

Section 2. Repealer. This City of Mountlake Terrace Employee Handbook replaces the City's previously adopted personnel policies.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 5th of FEBRUARY 2026.**

CITY OF MOUNTLAKE TERRACE

Steve Woodard, Mayor

ATTEST/AUTHENTICATED:

Jennifer Joki, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney