

City of Burien  
400 SW 152nd Street  
Suite 300  
Burien, WA 98166-1911

P 206.241.4647  
F 206.248.5539  
burienwa.gov



## Memorandum

To: Honorable Mayor and Members of the City Council  
From: Brian J. Wilson, City Manager  
Date: September 13, 2019  
Subject: City Manager's Report

### I. INTERNAL CITY INFORMATION

#### A. Officers Welcome Students Back to School

To help relieve first-day jitters and promote Burien Police Department's mission to foster positive interactions between police and our community, Chief Boe directed officers to be present at all our local schools (private and public) to extend a welcome to the kids. The focus was on being visible and providing support for parents, faculty and students; the response from the district, parents and officers has been extremely positive.

Highline Operations Manager Scott Logan stated, "The scope and value of this effort is definitely noticed and appreciated by Highline staff, our students and families. As we work in Highline to have adults intentionally build positive relationships with students (supporting our district vision 'Every student in Highline Public Schools is known by name strength and need, and graduates prepared for the future they choose') it is fantastic to see our community partners support the same vision. Once again, you have chosen to do what is best for our students and community, all without being asked. For that, you and all staff in your department are thanked and appreciated".

#### B. Downtown Noise Ordinance Mailer/Survey (Page 9)

The attached letter and survey was issued to all residents in the downtown commercial zone and those within 500 feet of the downtown zone on September 1, 2019, regarding potential changes to the downtown noise ordinance. The letter and survey were distributed in English, Spanish, and Vietnamese. Proposed changes to the noise ordinance would be for special events only and would require a permit through the City of Burien. Feedback is encouraged by September 24, 2019.



**C. New Pedestrian Kiosk Maps**

Through our Economic Development program, new pedestrian maps were installed on Monday, August 26, 2019, at two kiosks at SW 152nd and 4th Ave, and SW 152nd Ave and 8th Ave in the downtown. These maps are designed to showcase the large number of options for eateries and shops in the pedestrian friendly streets of the downtown and encourage exploration of these areas. They have location information provided in English, Spanish and Vietnamese.

The City of Burien GIS team provided the mapping data for this initiative. These maps were part of the larger wayfinding signage program that occurred through the Port of Seattle Economic Development Partnership Grant program.



**D. Soundside Alliance Ambassador Event – September 19, 2019**

The City of Burien is holding a Soundside Alliance Ambassador event on September 19, 2019, from 8-10:00 a.m. at Merrill Gardens in Town Square to education businesses, developers, investors and other stakeholders on what the Soundside Alliance is, and why the cities that make up the alliance are a great place to start a businesses, grow a business and invest. These trainings will be offered in each partner City and provide a platform to grow awareness of Soundside as a region among community ambassadors and to highlight key messaging points for promoting the region as an attractive place to do business. The Soundside Alliance is a partnership between the cities of Burien, Des Moines, Tukwila, Seatac, Normandy Park, Highline College, The Port of Seattle and The Seattle Southside Chamber of Commerce focused on supporting economic development in the Soundside Alliance area.

**E. Winter Public Space Activation and Marketplace Development**

As part of an economic development effort to draw visitors and shoppers to our retail center during the high retail season, the City of Burien has been approved by the Port of Seattle to reallocate \$16,700 in 2019 Port of Seattle Economic Development Partnership Grant dollars for public space activation in Burien Town Square during the month of December. The reallocation of funds is possible due to cost savings from other projects conducted by the City in this grant cycle, and must be spent by the end of the year on Port of Seattle eligible economic development activities.

The winter public space activation program aims to drive more economic activity and visitor spending to our local businesses, and provide a winter attraction for airport travelers and tourists who stay in hotels around the airport. Plans for activating the town square public space include holiday lighting, marketplace development for entrepreneurs through pop-up retail opportunities in the plaza, and coordination with Small Business Saturday, Miracle on 152nd St, and other planned programming for maximum benefit.

Other Port of Seattle Economic Development Partnership Grant projects underway in 2019 include two hotel concierge familiarization tours, an opportunity zones educational investment event, development of a targeted business attraction strategy, and funding of microenterprise business education/training through StartZone at Highline College.

**F. Electronic Content Management (ECM) System (Laserfiche) Update**

The ECM system implementation is a part of the City’s Strategic Plan that was adopted in 2017 to upgrade critical information technology systems. The project team has been busy on all fronts, from taking system training to documenting work processes and establishing new ones. The back end technology design is complete and the system has been built and installed. There have been growing pains along the way, but the team is continually celebrating the wins that come after all the hard work. The Human Resources division is currently being implemented on the system with the City Clerk division coming online next. The next groups are the Communications and IS divisions, along with the Community Development department. Laserfiche also has an upcoming Permitting/Land use System implementation that will be an opportune time to bring them in to the new ECM system.

**G. 2020 Census Update (Page 11)**

City staff have been working with regional and local partners through the South King County Census Table to develop an outreach strategy for the 2020 Census. The process for conducting the 2020 Census is dramatically changing in 2020, putting Burien at risk for an undercount. This plan outlines the City’s strategy for mobilizing community based organizations and other stakeholders into a shared effort to ensure a more complete count.

**H. August 2019 Permit Activity Report (Page 14)**

Attached are the monthly reports for Construction Permits Issued and Construction Permit Applications Received during the month of August 2019. Included in the reports are information regarding tenant improvements and major projects.

Construction Permits Issued:

The City issued 236 permits in August 2019 which is 14 more than last month and 22 less than those reported in August 2018. The total project valuation of \$2.2 million is \$85.4 million less than reported last month and \$4.2 million less than the valuation reported in August 2018. (permits were issued last month for Highline High School).

Construction Permit Applications Received:

The City received 229 permit applications in August 2019 which is about the same as last month and 18 less than those reported for August 2018. The total project valuation of \$8.7 million is \$6.9 million less than reported last month and \$4.5 million more than reported in August 2018.

Tenant Improvements:

Tenant Improvements issued for August include Enterprise Rent-A-Car, Logan Brewing Company, T-Mobile, Pista Film Solutions and five other miscellaneous improvements. Tenant Improvement applications were received from Forest View Apartments, T-Mobile, Pista Film Solutions, Cambridge Square and three other tenant improvements for various work this month.

Major Projects:

Permit applications were received in August for OG Growers Phase I (\$3.2m), OG Growers Phase II (\$2.0m), Forest View Apartments (\$705k) and three new single family residences (\$1.2m). A single family residence (\$325k) was issued this month.

**II. COUNCIL REVIEW/ACTION REQUESTED**

**A. Request for Proclamation – Extra Mile America (Page 20)**

The Extra Mile America Foundation has submitted a request to the City to proclaim November 1, 2019, as Extra Mile Day, urging each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families,

community, country, or world a better place. The request and a draft proclamation are attached for Council's consideration. Also attached is the 2019 Council-Sponsored Proclamation Log for your convenience. Is there interest by Council to sponsor this proclamation?

**B. AWC Elected Officials Essentials Training – December 7, 2019 (Page 24)**

AWC is offering elected officials training throughout the State on December 7, 2019. This training is offered every two years and registration will open on October 9, 2019. Elected officials and those running for office are encouraged to attend at one of the locations across the State. Elected officials and candidates interested in attending should contact the Association Washington Cities (AWC) and reserve a location to attend. A flyer regarding the training is attached. The City Clerk has notified Council candidates of this training as well.

**C. September Open Houses: A Road Map to Washington's Future Project**

In 2017, the Washington State Legislature allocated funds to the William D. Ruckelshaus Center for a two-year project to create a Road Map to Washington's Future, with the purpose of articulating a vision of Washington's desired future and identify additions, revisions, or clarifications to the state's growth management and planning framework needed to reach that future. The Project Team submitted a Final Report to the Legislature in June 2019. Two open houses are scheduled in September to brief interested parties on the report and will provide an opportunity for Q&A:

**SEPTEMBER 16, 2019 – UNIVERSITY OF WASHINGTON, SEATTLE, WA**

**Time:** 1-5:00 p.m. *(a 30-minute presentation will kick-off the open house followed by Q&A, and then repeating the presentation at 3:00 p.m. followed by Q&A)*

**Location:** Gould Hall, University of Washington

**Address:** 3950 University Way, Seattle WA

**SEPTEMBER 24, 2019 – SPOKANE PUBLIC LIBRARY, SPOKANE, WA**

**Time:** 1-5:00 p.m. *(a 30-minute presentation will kick-off the open house followed by Q&A, and then repeating the presentation at 3:00 p.m. followed by Q&A)*

**Location:** Spokane Public Library, Room 1A

**Address:** 906 W. Main Ave. Spokane, WA *(Corner of Lincoln St. and Main Ave.)*

Space is limited, [RSVP](#) required.

**D. King County Climate Plan Workshops (Page 26)**

Three public workshops will provide the opportunity for early input into the County's 2020 Strategic Climate Action Plan. Questions to be addressed by the County are:

1. What are the most important and impactful climate actions the County can take?
2. Where can the County lead?
3. What can we accomplish in partnership with you?

At the workshops participants will have the chance to learn and problem-solve with one another and county staff on how to best take action on climate change. County staff will share recent progress and challenges, and then participants will have the opportunity to break into topic areas to brainstorm priorities and solutions.

Workshops are scheduled for:

- Wednesday, October 2, 2019, 6-8:00 p.m., Bellevue College (East King County)
- Saturday, October 12, 2019, 10:00 a.m.-12:00 p.m., University of Washington (North & Central King County)
- Wednesday, October 16, 2019, 6-8:00 p.m., Highline College (South King County)

Further information is included on the attached flyer.

**E. First Annual Green Burien Day, Saturday, October 12, 2019**

Join us for the First Annual Green Burien Day! Meet at the Burien Community Center on Saturday, October 12, 2019, from 9:00 a.m.-noon. Help plant trees and remove ivy in Dottie Harper Park. All Tools, gloves and snacks will be provided. This event is possible with the partnership the City of Burien has with the Port of Seattle and Forterra. With funding from the Port of Seattle Airport Community Ecology (ACE) Fund, Forterra has established Green City Partnerships in SeaTac, Burien and Des Moines to restore and care for our local urban forests. Through the Green Cities Network (14 cities and one county strong) the City of Burien has the opportunity to get support and expertise, not just from Forterra, but from other cities in our region facing similar goals and barriers. This includes a suite of best management practices for both the care of the forest and the engagement of volunteers, as well as experience in how to fund the work of the Partnership and how to increase equity with programs and projects.

**F. Seahurst Beach Cleanup**

Burien Parks, Recreation and Cultural Services (PaRCS) partnered with Puget Soundkeepers Alliance to host a beach cleanup on August 31, 2019, at Seahurst Beach. There were 59 volunteers in attendance and 222 pounds of marine debris were collected. The eco-friendly litter was added to the [Salmon Trash Sculpture](https://envsciencecenter.org/salmon-trash-sculpture/) (<https://envsciencecenter.org/salmon-trash-sculpture/>) at the Environmental Science Center building. The next beach cleanup is scheduled on September 21, 2019, and will be led by the Environmental Science Center. For more information on how to register for the beach cleanup, visit <https://envsciencecenter.org/events/>.

**III. COUNCIL UPDATES/REPORTS**

**A. SKHHP Executive Board Meeting – August 23, 2019 (Page 28)**

The SKHHP Executive Board met on August 23, 2019, in the City of Des Moines. Attached are the meeting agenda, draft recommendation to pool HB 1406 funds, draft resolution in support of pooling HB 1406 funds, Housing Development Consortium data sheet on South King

County's Affordable Housing Gap, and wage and housing data for member cities (ownership and rentals). The estimated HB 1406 revenue generated by SKHHP municipalities (based on 2018 revenues) is approximately \$1,006,841 annually. These numbers do not include funds generated from King County. SKHHP municipalities expressed their intent to take steps over the next month to access HB 1406 funds.

**B. SCORE Administrative Board Agenda – August 28, 2019 (Page 46)**

The SCORE (South Correctional Entity) Administrative Board met on August 28, 2019. Attached are the meeting agenda, selected administrative reports, and the recently approved labor agreements with the Teamsters Local Union No. 117 and the SCORE Officer's Guild.

**C. StART Meeting Notes: August 28, 2019 (Page 130)**

Attached is a recap from the StART Meeting on August 28, 2019. The cities of Burien, Des Moines, and Federal Way did not participate in this meeting following suspension of participation.

**D. Burien Police 2nd Quarter Report (Page 132)**

Attached is the 2nd Quarter Burien Police services report. Burien Police and the King County Sheriff's Office have transitioned to the NIBRS (National Incident Based Reporting System) which is different from previous reports utilizing the UCR (Uniform Crime Reports) data collection method. Most, if not all, police agencies in Washington are not utilizing the NIBRS data collection system. As a result, it is difficult to utilize comparisons of the two systems (NIBRS and UCR) in order to identify particular crime trends. Crimes against persons are continuing to trend down, while property crime has seen a recent increase. Burien Police calls-for-service are maintaining steady, on pace for approximately 20,000 this year.

**E. SCA PIC Meeting: Wednesday, September 11, 2019 (Page 144)**

Attached for Council's information is the agenda and attachments for the September 11, 2019, PIC meeting. Attachments include a Draft Vision 2050 Statement of Guiding Principles that would be used to guide the work of SCA members on the PSRC boards and the King County Growth Management Planning Council; a draft comment letter to Ryan Mello, Chair of the Growth Management Policy Board, on the Draft Vision 2050 Plan; and a King County Charter Committees Draft Position Statement. The latter provides input on a proposal to consolidate the three King County charter regional committees: the Regional Policy Committee, Regional Water Quality Committee, and Regional Transit Committee.

**F. 2020 WRIA 9 Final Work Plan and Budget (Page 156)**

The adopted WRIA (Water Resource Inventory Assessment) 9 work plan and budget are attached for review. Included are the cost shares of each of the 17 local governments. The City of Burien is an ongoing supporter of Salmon Recovery in the WRIA 9 area. Funds for Burien's 2020 allocation are included in the 2020 budget.

**G. August 2019 Federal Legislative Update and Congressional Quiet Skies Coalition Letter (Page 161)**

Attached is the federal legislative update for August 2019 as submitted by Federal Liaison Mike Doubleday. Also attached is a letter from the Congressional Quiet Skies Coalition to the new FAA Administrator, Steve Dickson, requesting a meeting to discuss airplane noise issues.

**H. BEDP Agenda – September 13, 2019 (Page 168)**

Attached for Council's information is the Friday, September 13, 2019, BEDP meeting agenda.

**IV. NOTICES: (PAGE 178)**

The following (attached) Notices were published:

- Notice of Decision: PLA-19-0906, King County Water District No. 49. Approved with Conditions, a 3.7 million gallon reservoir water tank, booster pump station and electrical generator with landscaping, security fencing, and exterior lighting.
- Notice of Public Hearing: The City of Burien Planning Commission will hold a public hearing on September 25, 2019, at 7:00 p.m. at Burien City Hall to receive public comments on proposed amendments to zoning code regulations pertaining to enacting an interim ordinance to evaluate affordable housing demonstration projects.



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September 1, 2019

**Dear downtown resident,**

The City of Burien is considering potential changes to noise laws in the downtown, and as a downtown resident, we would like your input.

The City has been asked by community-events producers to make changes to ordinances that prohibit live music, outdoor movies, and related activities in the downtown area after dark. As Burien continues to strive to be a place for all people to live, work, and play, we want input from you on potential changes to the noise laws.

Please visit the survey link below to share your opinion by September 24, 2019.

<https://www.surveymonkey.com/r/noiselaws>

**Querido/a residente del centro de la ciudad,**

La Ciudad de Burien considera realizar cambios potenciales en las leyes para el control del ruido en el centro y, como residente de este lugar, nos gustaría saber su opinión.

Productores de eventos en la comunidad le han pedido a la ciudad realizar cambios en las ordenanzas que prohíben música en vivo, películas al aire libre y todas aquellas actividades en el área del centro al anochecer. Como Burien continúa esforzándose por ser un lugar donde todas las personas puedan vivir, trabajar y divertirse, queremos recibir su opinión acerca de estos cambios potenciales en las leyes para el control del ruido.

Visite el link de la encuesta que compartimos a continuación para recibir su opinión y sus comentarios antes del 24 de septiembre de 2019: <https://es.surveymonkey.com/r/noiselaws2>

**Dear cư dân trung tâm thành phố,**

Thành Phố Burien đang cân nhắc các thay đổi tiềm năng liên quan đến luật về tiếng ồn trong trung tâm thành phố, và là một cư dân tại trung tâm thành phố, chúng tôi muốn lắng nghe ý kiến đóng góp của quý vị.

Thành Phố đã được các nhà sản xuất và doanh nghiệp tổ chức sự kiện cộng đồng yêu cầu thay đổi sắc lệnh cấm nhạc sống, chiếu phim ngoài trời và những hoạt động có liên quan trong khu vực trung tâm thành phố sau khi trời tối. Vì Burien luôn cố gắng phấn đấu trở thành nơi để tất cả mọi người có thể sinh sống, làm việc và vui chơi, chúng tôi muốn lắng nghe ý kiến đóng góp của quý vị về những thay đổi tiềm năng liên quan đến các luật về tiếng ồn.

Vui lòng truy cập đường dẫn khảo sát dưới đây để chia sẻ ý kiến của quý vị chậm nhất vào ngày 24 tháng 09 năm 2019: <https://www.surveymonkey.com/r/noiselaws3>

Questions?

Chris Craig  
[economicdevelopment@burienwa.gov](mailto:economicdevelopment@burienwa.gov)  
206-436-5579

## Downtown Noise Laws

The City of Burien is considering potential changes to noise laws in the downtown, and as a downtown resident, we would like your input.

The City has been asked by community-events producers to make changes to ordinances that prohibit live music, outdoor movies, and other special event related activities in the downtown area after dark. As Burien continues to strive to be a place for all people to live, work, and play, we want input from you on potential changes to the noise laws.

**1. The City's noise ordinance currently prevents outdoor music, movies, festivals and other special events from operating past 10:00 p.m. on all days of the week. Would you support a change to start quiet hours at a later time on Fridays and Saturdays for community events in the downtown area specifically?**

- Yes
- No

**2. Until what time should community events in downtown Burien be allowed to go on Fridays and Saturdays?**

- Before 10:00pm
- No Change, 10:00pm
- 11:00pm
- 12:00am (Midnight)
- 1:00am
- 2:00am

**3. What else would you like the City to know about this potential change to the downtown noise laws?**



## OVERVIEW

The process for conducting the 2020 Census is dramatically changing in 2020, putting Burien at risk for an undercount. This plan outlines the City's strategy for mobilizing community based organizations and other stakeholders into a shared effort to ensure a more complete count.

## OBJECTIVES

The objectives of this communications and outreach strategy are:

- Raise awareness of importance of 2020 Census.
- Support community based organizations to be conduct successful outreach prior to and during the census.
- Support organized coordination with other public agencies.

## KEY AUDIENCES AND STAKEHOLDERS

- Residents. In particular, residents who fall into one of the Hard-to-Count communities.
- Community groups and agencies.

## KEY MESSAGES

Key assumptions:

- It is better for messages to come from trusted community leaders and organizations.
- Local government can play a facilitator and support role, which includes connecting leaders to organizations and funding opportunities, convening and building coalitions, providing technical support, and providing financial resources.
- Our communications should be targeted and creative.

## ACTIVITIES

Planning:

- Development census stakeholder list
- Coordinate with regional committees and stakeholders
- Influence regional messaging

Outreach:

- Identify organizations that should receive more information about messaging (toolkit) and funding opportunities.
- Contact target organizations and encourage them to participate in coordinated campaign.

Census Events

- Support census-taking events through a logistics toolkit and facilitated contact with libraries and schools.
- Encourage other agencies and organizations to host census-taking events.



## Communications:

- Use developed communications templates and messages to tailor messages to Burien (why it’s important for Burien for example. Turn these messages into an easy-to-use toolkit (3-4 actions you can take).
- Article about importance of census in spring issue of *Burien Magazine*
- Social media posts (unique and shared from other agencies).
- Home page feature – generic census is important message
- Encourage census and other agencies to include local media in their press coverage
- Encourage councilmembers to use their own platforms to amplify census messages

## Funding:

- City to provide funding for organizations to host census-taking events?

## METRICS

What does success look like?

- Three census-taking events occur in Burien.
- Funding is given to Burien organizations.
- Burien gets a more accurate count in the census.
- Positive feedback from community partners

## TIMELINE

The schedule below details the outreach/communication strategy and responsibilities.

Week of	Communication Type	Action Needed	Responsible for Action
October 1	- Plan	<ol style="list-style-type: none"> <li>1. Plan approved by Cathy</li> <li>2. Plan approved by Brian</li> <li>3. Plan approved by Council</li> </ol>	1. Emily
December 1	- Education/Relationship building	<ol style="list-style-type: none"> <li>1. Conduct 1:1 meetings with partners</li> <li>2. Deliver messaging toolkit</li> <li>3. Ensure at least three census taking events occur in Burien</li> </ol>	<ol style="list-style-type: none"> <li>1. Emily/Colleen</li> <li>2. Emily</li> <li>3. Partners</li> </ol>
January 15- April 1	- Communications campaign	<ol style="list-style-type: none"> <li>1. Initiate communications campaign from City channels</li> <li>2. Encourage local partners to do the same</li> </ol>	<ol style="list-style-type: none"> <li>1. Emily</li> <li>2. Partners</li> </ol>
April 1-May 1	- Logistics support	<ol style="list-style-type: none"> <li>1. Support census taking events</li> </ol>	1. Emily
April 15- May 15	- Communications campaign	<ol style="list-style-type: none"> <li>1. Post census messaging</li> </ol>	1. Emily

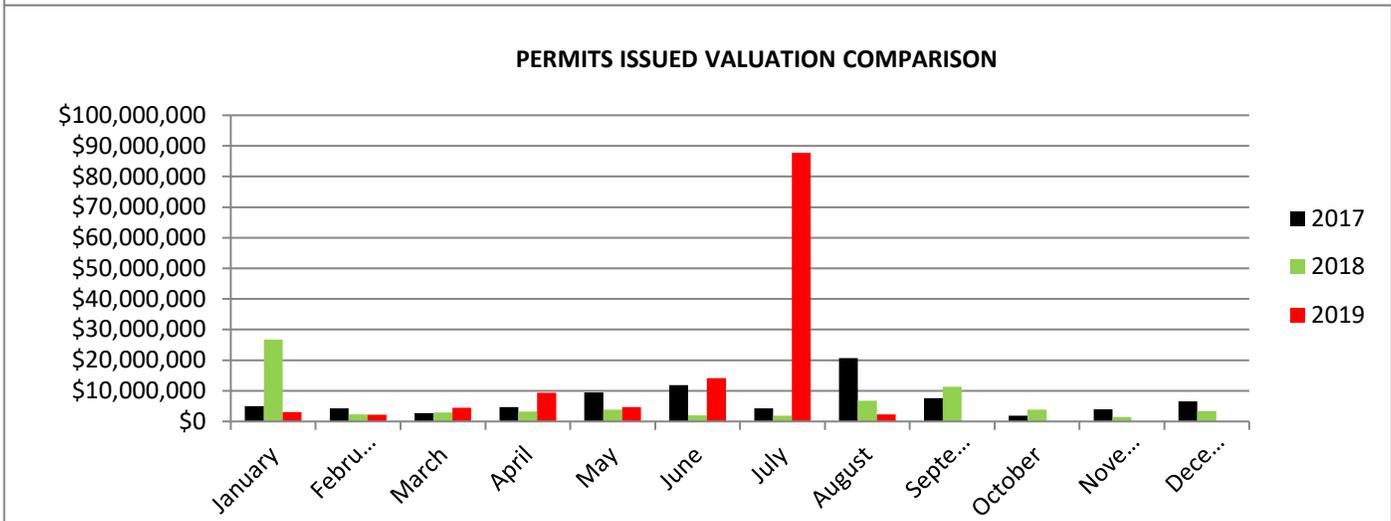
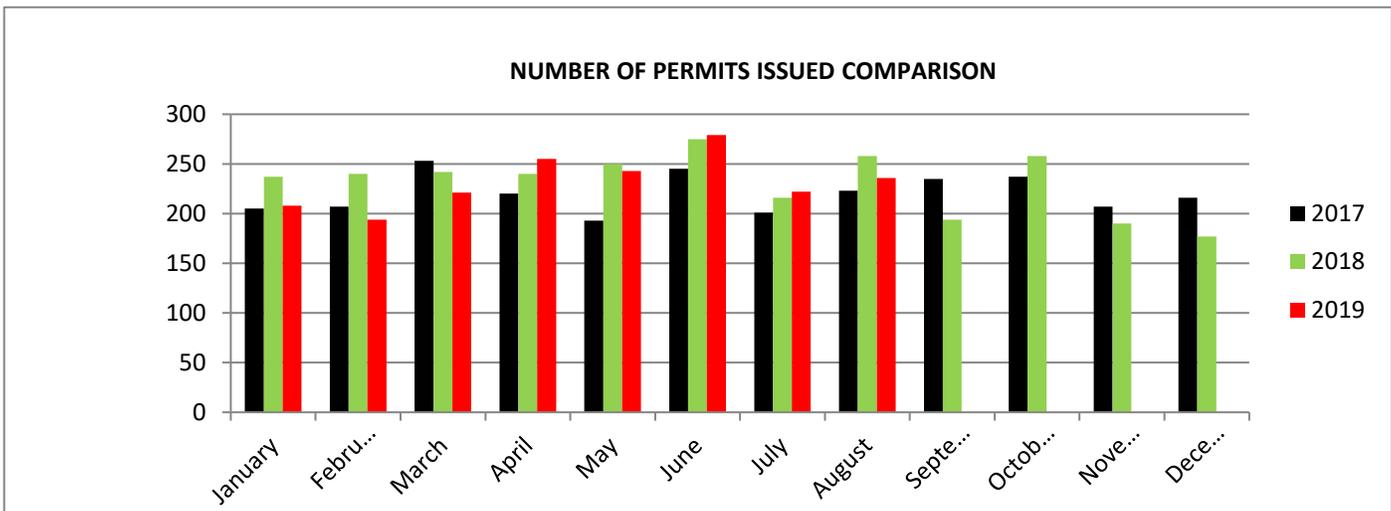


<b>June 15</b>	- Report to CM and Council results	1. Provide summary of outreach delivered	1. Emily
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# Summary of Permits Issued

August 2019

Type Permit	Count	Valuation
Building	28	\$1,296,743
Demolition	2	
Electrical	98	\$733,509
Fire Protection	9	\$108,013
Mechanical	32	\$48,797
Plumbing	15	\$14,353
Right of Way	43	
Sign	9	\$51,643
<b>Totals:</b>	<b>236</b>	<b>\$2,253,159</b>



TI PERMITS ISSUED

Project Name	Description	Date Issued	Address	Valuation
DISCOVER BURIEN TI	ADD WALLS TO CREATE OFFICE IN EXISTING SPACE	08/07/2019	611 SW 152ND ST	\$5,000.00
ENTERPRISE RENT-A-CAR TI	INTERIOR TI: NEW STRUCTURAL SHEAR REINFORCEMENT ALONG SOUTH WALL / NEW EXTERIOR SECTIONAL DOORS & CAR WASH BAYS & SEDIMENT INTERCEPTOR FLOOR DRAINAGE	08/08/2019	100 SW 143RD ST	\$150,000.00
CAMBRIDGE SQUARE APT STAIR RE-TREAD	REPLACE TREADS ON STAIRS BY APT 211A, BUILDING 1A (NORTH SIDE)	08/13/2019	455 S 156TH ST	\$3,000.00
CAMBRIDGE SQUARE APARTMENTS	REPLACE STAIR TREADS - BUILDING 1 - NEAR APARTMENT 248 (NORTH SIDE)	08/14/2019	455 S 156TH ST	\$3,000.00
NATIONAL TIRE WHOLESALE	INSTALL ONE 3'x5"x4' DEEP NON-ILLUMINATED AWNING ON THE TENANTS SOUTH FACADE OVER THE "WILL CALL" ACCESS DOOR	08/15/2019	1021 S 146TH ST STE 110	\$1,600.00
HALLOWEEN CITY	INSTALL TEMPORARY FREE STANDING, SELF-SUPPORTING FIXTURES	08/21/2019	14907 4TH AVE SW	\$1,000.00
LOGAN BREWING COMPANY TI	TI OF EXISTING SUITE YO HOUSE BREWERY & TASTING ROOM FOR PRODUCTION & DRINKING OF BEER	08/26/2019	510 SW 151ST ST	\$175,000.00
T-MOBILE SE03878A	T-MOBILE PROPOSED TO REPLACE 3 ANTENNAS & RADIOS EQUIPMENT	08/30/2019	19010 1ST AVE S	\$20,000.00
PISTA FILM SOLUTIONS	REPLACED FRAMING WITH NEW WOOD & INSTALLED METAL FRAMING TO HANG DRYWALL IN WAREHOUSE	08/30/2019	15931 DES MOINES MEMORIAL DR S	\$20,000.00

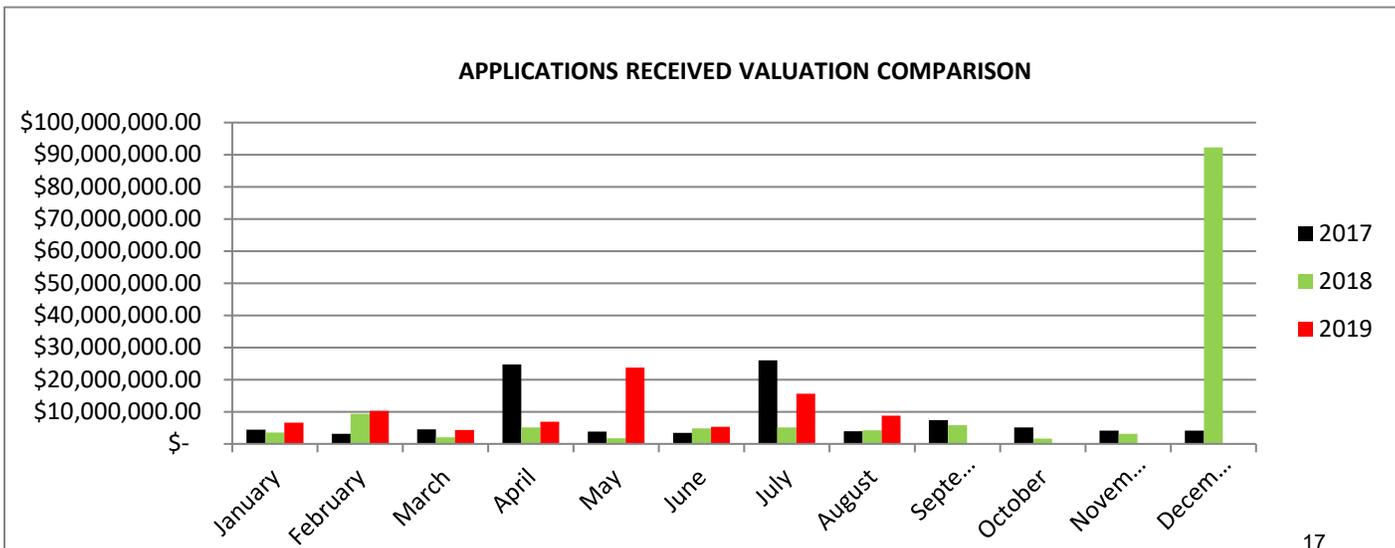
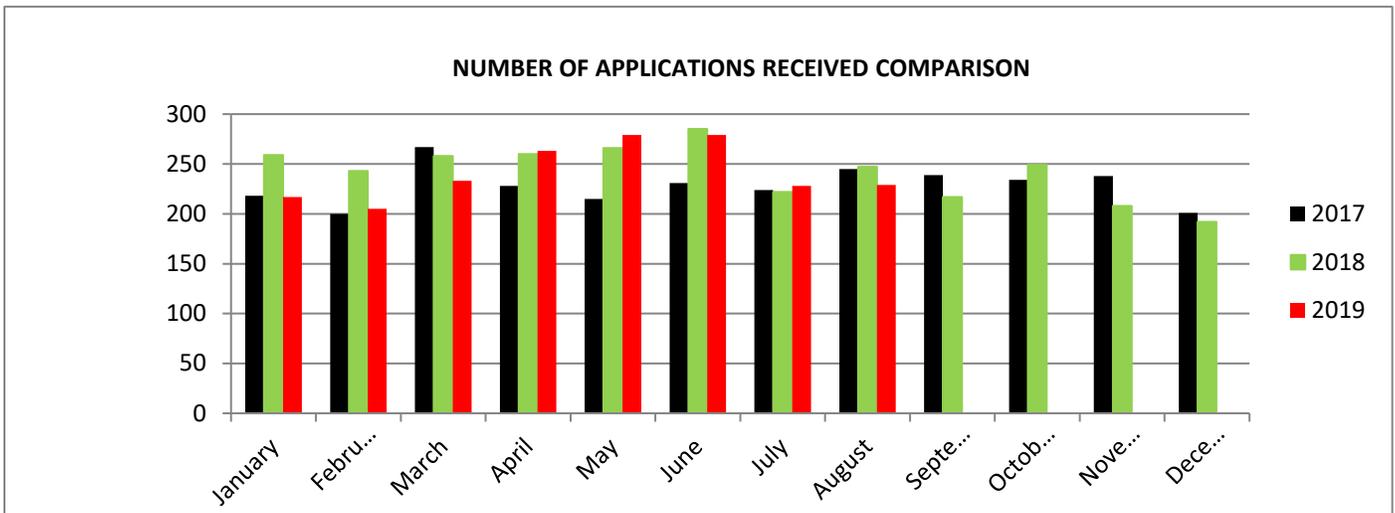
MAJOR PERMITS ISSUED

Project Name	Description	Date Issued	Address	Valuation
CASTLE DEVELOPMENT LOT 1	CONSTRUCT SINGLE FAMILY RESIDENCE WITH ATTACHED GARAGE	08/12/2019	11801 12TH AVE S	\$325,488.52

# Summary of Applications Received

August 2019

Permit Type	Count	Valuation
Building	34	\$7,979,970
Damage	0	
Demolition	3	
Electrical	94	\$480,557
Fire Protection	6	\$176,900
Mechanical	32	\$70,852
Plumbing	16	\$23,353
Right of Way	39	
Sign	5	\$28,673
<b>Totals:</b>	<b>229</b>	<b>\$8,760,406</b>



TI PERMIT APPLICATIONS

Project Name	Description	Date Received	Address	Valuation
FOREST VIEW APARTMENTS	FIRE DAMAGE REPAIR TO AN EXISTING APARTMENT BUILDING	08/08/2019	12201 AMBAUM BLVD SW	\$705,000.00
VERIZON BURIEN C-RAN BUILDING	ADDING C-RAN EQUIPMENT TO THE EXISTING SHELTER AT THIS SITE: MODIFICATIONS TO INTERIOR SHELTER EQUIPMENT SPACE TO SUPPORT THE NEW EQUIPMENT FRAMES, A STEEL FRAME TO SUPPORT THE HVAC UNITS / REPLACE EXISTING HVAC UNITS WITH (3) NEW 5-TON BARD FUSION-TEC HVAC UNITS & REPLACE THE 50KW GENERATOR WITH A 60KW GENERATOR	08/27/2019	14842 1ST AVE S	\$15,000.00
FAIRWAY LANAI APARTMENTS	DEMOLISH 600 SQ. FT. POOL & CREATE REC SPACE IN SAME AREA	08/29/2019	1807 S 118TH ST	\$4,500.00
CAMBRIDGE SQUARE APT STAIR RE-TREAD	REPLACE TREADS ON STAIRS BY APT 211A, BUILDING 1A (NORTH SIDE)	08/13/2019	455 S 156TH ST	\$3,000.00
CAMBRIDGE SQUARE APARTMENTS	REPLACE STAIR TREADS - BUILDING 1 - NEAR APARTMENT 248 (NORTH SIDE)	08/14/2019	455 S 156TH ST	\$3,000.00
HALLOWEEN CITY	INSTALL TEMPORARY FREE STANDING, SELF-SUPPORTING FIXTURES	08/01/2019	14907 4TH AVE SW	\$1,000.00
T-MOBILE SE03878A	T-MOBILE PROPOSED TO REPLACE 3 ANTENNAS & RADIOS EQUIPMENT	08/16/2019	19010 1ST AVE S	\$20,000.00
PISTA FILM SOLUTIONS	REPLACED FRAMING WITH NEW WOOD & INSTALLED METAL FRAMING TO HANG DRYWALL IN WAREHOUSE	08/27/2019	15931 DES MOINES MEMORIAL DR S	\$20,000.00

MAJOR PERMIT APPLICATIONS

Project Name	Description	Date Received	Address	Valuation
OG GROWERS PHASE 1	NEW INDUSTRIAL SPECULATIVE BUILDING (SHELL ONLY) / SITE WORK FOR THS SITE & NEIGHBORING SITE TO THE NORTH (PARCEL 1723049111)	08/08/2019	1050 S 140TH ST	\$3,200,600.00
FOREST VIEW APARTMENTS	FIRE DAMAGE REPAIR TO AN EXISTING APARTMENT BUILDING	08/08/2019	12201 AMBAUM BLVD SW	\$705,000.00
OG GROWERS PHASE 2	SPECULATIVE INDUSTIRAL BUILDING SHELL	08/08/2019	1054 S 140TH ST	\$2,400,000.00
ERICKSON CUSTOM HOME - LOT 2	CONSTRUCT NEW 2-STORY SFR & CONSTRUCTION OF ACCESS DRIVE FOR BOTH LOT 1 & 2 TO BE SHARED	08/21/2019	1440 SW 158TH ST	\$600,000.00
EMERALD CITY HOUSING SOUTH LOT	NEW SINGLE FAMILY RESIDENCE WITH ATTACHED GARAGE ON VACANT LOT	08/26/2019	14424 11TH AVE SW	\$450,000.00
BUI NEW SFR	CONSTRUCT NEW SFR - TURNING EXISTING HOME INTO ADU	08/30/2019	2312 S 126TH ST	\$201,015.00

## Monica Lusk

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**From:** Extra Mile America Foundation <extramileamerica.foundation@gmail.com>  
**Sent:** Monday, September 02, 2019 8:21 AM  
**To:** Monica Lusk  
**Subject:** Join Extra Mile Day!

**Categories:** Agenda Item

**CAUTION:** This email originated from **outside** of the City of Burien. Do not click links or open attachments unless you recognize the sender and have verified the contents are safe.

Dear Monica,

On November 1, 2018, [553](#) cities declared ***Extra Mile Day*** and recognized the individuals and organizations in their local community who were creating positive change by “*going the extra mile*” and making a difference.

We wish Burien had been counted as one of those cities, but we have our hopes high that in 2019 you will be.

**I am writing to request a proclamation to declare November 1, 2019, *Extra Mile Day*.** (Sample proclamation language is included at the end of this email.)

Extra Mile America ([www.ExtraMileAmerica.org](http://www.ExtraMileAmerica.org)) is unwavering in its commitment to remind individuals and organizations that creating positive change is not just a water cooler topic, but it is unselfishly tied to go-the-extra-mile action. We continue to be an organization that casts a bright light on the “*Extra Mile Heroes*” and change-makers who surround us and who continue to give their best.

**We would be elated if you would join us on *Extra Mile Day 2019*.**

Finally, Extra Mile America was founded by a single individual, Shawn Anderson, who believes that one person...one organization...one community...has the power to positively change the world. Having grown from 23 participating cities in its 2009 inaugural year, it is projected that over 550 cities will participate this year. One does make a difference...and so does YOUR involvement.

We greatly hope that you will join us this year. If there is anything we can do to help you get onboard, we are happy to do whatever we can to make it happen.

We look forward to “going the extra mile” with you!

With gratitude,

Christine Ott  
[Christine@ExtraMileAmerica.org](mailto:Christine@ExtraMileAmerica.org)  
310-619-3205

**Sample proclamation wording:**

***2019 "EXTRA MILE DAY"***

WHEREAS, (city, state), is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, (city, state), is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, (city, state), is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, (city, state), acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2019.

NOW THEREFORE, I, Mayor of (city, state), do hereby proclaim November 1, 2019, to be Extra Mile Day. I urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

\* Proclamations can be scanned and emailed to [Christine@ExtraMileAmerica.org](mailto:Christine@ExtraMileAmerica.org) or mailed to 5034 Runway Drive, Fair Oaks, CA 95628.

# PROCLAMATION

OF THE BURIEN CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, PROCLAIMING

## **NOVEMBER 1, 2019 AS EXTRA MILE DAY**

WHEREAS, Burien, Washington, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Burien, Washington, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Burien, Washington, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Burien, Washington, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2019.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON DOES HEREBY ASK ALL BURIEN CITIZENS TO JOIN TOGETHER TO PROCLAIM

## **NOVEMBER 1, 2019 AS EXTRA MILE DAY**

IN THE CITY OF BURIEN, AND URGES EACH INDIVIDUAL IN THE COMMUNITY TO TAKE TIME ON THIS DAY TO NOT ONLY “GO THE EXTRA MILE” IN HIS OR HER OWN LIFE, BUT TO ALSO ACKNOWLEDGE ALL THOSE WHO ARE INSPIRATIONAL IN THEIR EFFORTS AND COMMITMENT TO MAKE THEIR ORGANIZATIONS, FAMILIES, COMMUNITY, COUNTRY, OR WORLD A BETTER PLACE

Dated this 7<sup>th</sup> day of October, 2019.

**Mayor Jimmy Matta**

Deputy Mayor Austin Bell  
Councilmember Bob Edgar  
Councilmember Lucy Krakowiak

Councilmember Krystal Marx  
Councilmember Pedro Olguin  
Councilmember Nancy Tosta

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Mayor Jimmy Matta, City of Burien

# 2019 Proclamations

Each Councilmember May Request Two Proclamations a Year  
(City Council Meeting Guidelines 2.2.E Proclamations and Presentations)

<b>Councilmember</b>	<b>#1 Proclamation Requested</b>	<b>#2 Proclamation Requested</b>
Austin Bell	Proclaiming May 14-18, 2018 as Affordable Housing Week (041519)	Proclaiming October 2019 as Domestic Violence Awareness Month (091619 or 100719)
Bob Edgar	Proclaiming May 15 as Peace Officers Memorial Day and May 13 -19, 2019 as National Police Week (050619)	
Lucy Krakowiak	Proclaiming February 2019 as Children’s Dental Health Month (020419)	Honoring the 100 <sup>th</sup> Anniversary of the Rainier Golf and Country Club (030419) *Per 030518 minutes
Krystal Marx	Proclaiming January 2019 as Human Trafficking Awareness Month (012819)	Proclaiming June 2019 at Burien Pride Month. (050619)
Jimmy Matta	Proclaiming Burien as a City That Celebrates Diversity and Inclusion and Denounces Racism, Sexism, Homophobia, and Hate (030419)	Proclaiming September 21, 2019 as the Mayor’s Day of Concern for the Hungry (081919)
Pedro Olguin		
Nancy Tosta	Proclaiming April 2019 as Sexual Assault Awareness Month (040119)	Proclaiming April 22, 2019 at Earth Day (041519)
COUNCIL	Citizen of the Year – Cynthia Upthegrove (040119)	

August 29, 2019

TO: City Clerk  
FROM: Peter B. King, Chief Executive Officer  
RE: AWC Elected Officials Essentials

Registration for the AWC Elected Officials Essentials training on December 7 opens on October 9. This signature AWC event is held every two years to help educate new and seasoned elected officials alike.

Because the December 7 training date follows the November general election by just a few weeks, we are looking to you to help us spread the word. We are asking those running for office to save the date, and if elected, to attend the training at one of 11 locations on December 7.

I hope you will help us by distributing the enclosed flyers to your city's current elected officials and those running for office. Additional flyers are available on our website, [wacities.org](http://wacities.org). We recognize that you play a vital role in communicating with elected leaders, and we greatly appreciate your assistance in sharing news about this important training.

The training will be live streamed from Olympia, with an additional 10 statewide viewing locations:

**Arlington**

Council Chambers  
110 E. 3rd St., Arlington, WA  
98223

**Covington**

Council chambers  
16720 SE 271<sup>st</sup> St. Suite 100  
Covington, WA

**Kirkland**

Council Chambers  
123 Fifth Ave, Kirkland, WA 98033

**Vancouver**

City Hall, Aspen Room  
415 West 6<sup>th</sup> St.  
Vancouver, WA

**Chelan**

Council chambers  
135 E Johnson Ave.  
Chelan, WA

**Gig Harbor**

Council chambers  
3510 Grandview St.  
Gig Harbor, WA

**Olympia**

AWC Office  
1076 Franklin St. SE  
Olympia, WA

**Yakima**

City Training Room  
421 E Chestnut Ave, Yakima, WA  
98901p

**Chewelah**

Council chambers  
301 E Clay St.  
Chewelah, WA

**Kennewick**

Police Department  
211 W 6<sup>th</sup> Ave.  
Kennewick, WA

**Spokane Valley**

CenterPlace Regional Event  
Center  
2426 N. Discovery Place,  
Spokane Valley, WA 99216

If you have questions or would like additional information, please contact Karen Tanner, Membership Coordinator, at (360) 753-4137 or [karent@awcnet.org](mailto:karent@awcnet.org).

# Elected Officials Essentials



Learn the most critical legal and functional responsibilities of elected office



Open to newly elected and seasoned elected officials



11 satellite locations throughout Washington

Saturday  
December 7  
2019

**Registration  
opens October 9!**

*Those not yet in elected office will need to register after November 3.*

Getting elected to city council is just the beginning. Once you start your role, there are many things to learn — and quickly. Get a head start by attending this popular event that explores the most important legal and functional roles of city elected officials in Washington.

- Understand your roles and responsibilities
- Learn important ethical considerations to keep you on the right side of the law
- Examine real-world municipal scenarios with on-site legal counsel
- Network with other city leaders in your region

This event fulfills the Open Government Training Act's specific training requirements (including public records, records retention, and open public meetings) for elected officials.

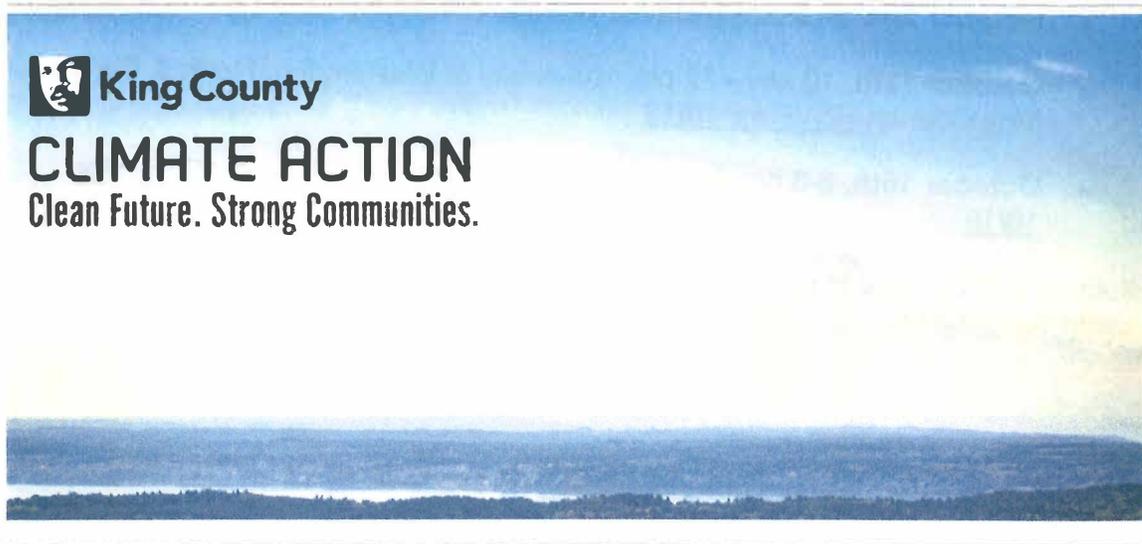
## Locations

Olympia (live)  
Arlington  
Chelan  
Chewelah  
Covington  
Gig Harbor  
Kennewick  
Kirkland  
Spokane Valley  
Vancouver  
Yakima

## Carol Allread

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**From:** Carol Allread  
**Sent:** Tuesday, September 10, 2019 11:30 AM  
**To:** Carol Allread  
**Subject:** Climate Plan Workshops



**August 30, 2019**

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## **Save the date for upcoming climate plan workshops!**

**Three public workshops will provide an opportunity for early input into the County's 2020 Strategic Climate Action Plan**

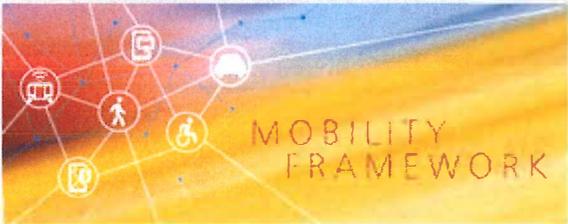


**We want your input! What are the most important and impactful climate actions the County can take? Where can the County lead? What can we accomplish in partnership with you?**

These workshops are a chance to learn and problem-solve with other participants and county staff on how to best take action on climate change. County staff will share recent climate progress and challenges, and then participants will have an opportunity to break into topic areas to brainstorm priorities and solutions.

- **October 2nd**, 6- 8 pm, Bellevue College (East King County) [RSVP for 10/2](#)
- **October 12th**, 10 am – 12 pm, University of Washington (North & Central King County) [RSVP for 10/12](#)
- **October 16th**, 6-8 pm, Highline College (South King County) [RSVP for 10/16](#)

Join us and feel free to spread the word! Can't make it in person? Share your ideas using our [online survey tool!](#)



**Share your ideas about meeting transportation needs while advancing equity and sustainability.**

King County Metro is developing a [Mobility Framework](#) that will set Metro and the region up to grow, invest and innovate in a way that advances equity, addresses climate change, and supports the integrated mobility future our region needs. The [Mobility Framework](#) will shape upcoming updates to policies, plans, and decisions around future investments in capital, services, and programs. [Share your ideas today!](#)



You can learn more about County climate actions and strategies on our website. Find information on our [Strategic Climate Action Plan \(SCAP\)](#), [Partnerships and Collaborations](#), and [Initiatives and Programs](#). Learn more

**SKHHP Executive Board**  
**August 23, 2019, 1:00 – 3:00 PM**  
**City of Des Moines, Beach Dining Hall**  
**22030 Cliff Ave South, Building B, Des Moines 98198**

- I. Call to Order
  - a. Roll Call
  - b. Introductions
  
- II. Review Agenda/Agenda Modifications
  
- III. Announcements and Presentations
  
- IV. Old Business
  
- V. New Business
  - a. Approval of July 26, 2019 Action Minutes  
*Attachment A – Action item*
  
  - b. Report from the Administering Agency (20 Minutes)  
*Discussion items*
    - i. SKHHP Program Manager Hiring Process
      - 1. New applications, interviewing, adjustments
    - ii. Invoicing Members –
      - 1. Auburn, Burien, Covington, Kent, Renton, HDC, Housing Authority Invoices area Paid (\$86,457 collected); Cumulative Outstanding: \$44,895
      - 2. Above invoices cover January 2019 through June 2019
      - 3. Next Billing will be for 2<sup>nd</sup> Half of 2019
    - iii. HR Policy Development
      - 1. Employment Agreement
      - 2. SKHHP and Auburn Operational Policy
  
  - c. Monthly Education Item: Housing Affordability and What it Means within Your Community (30 Minutes)  
*Attachment B – Discussion Item (staff will facilitate an interactive exercise)*  
*Discussion item*
    - i. Ownership

ii. Rental

d. HB 1406 (60 Minutes)

*Attachment C – Discussion item/potential action item*

- i. Update on HB 1406 Timing Considerations
- ii. Recommendation to Pool – Resolution 2019-06
- iii. How to champion pooling within individual cities
- iv. How to navigate conversations about how the money is used

VI. Next Meeting

- a. September 27, 2019, City of Auburn  
City Council Chambers  
25 W Main Street  
Auburn, WA 98001

VII. Adjourn



## SKHHP Executive Meeting

July 26, 2019

### MINUTES

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#### I. CALL TO ORDER

Chair Nancy Backus called the meeting to order at 1:09 P.M. in the City of Kent, Centennial Center, Suite 402, located at 400 West Gowe Street, Kent 98032.

##### a.) ROLL CALL/ESTABLISHMENT OF QUORUM

Executive Board Members Present: Executive Chair Nancy Backus, City of Auburn; Executive Vice Chair Brian Wilson, City of Burien; Mark Hoppen, City of Normandy Park; Bob Harrison, City of Renton; Marlla Mhoon, City of Covington; Verna Seal, City of Tukwila; Kelly Rider, King County; Dana Ralph, City of Kent.

Executive Board Members Absent: Michael Matthias, City of Des Moines.

Other Attendees: Jeff Tate, City of Auburn; Colleen Brandt-Schluter, City of Burien; Nicole Nordholm, City of Des Moines; Joy Scott, City of Auburn; Luisa Bangs, City of Des Moines; Merina Hanson, City of Kent; Steve Gross, City of Auburn; Garrett Moore, Office of Congressman Adam Smith; Marty Kooistra, Housing Development Consortium.

Administrative Assistant Present: Jennifer Oliver, City of Auburn

#### II. APPROVAL OF MINUTES

##### A. Approval of June 28, 2019 Action Minutes

Bob Harrison moved and Verna Seal seconded to approve the action minutes from the June 28, 2019 meeting.

MOTION CARRIED UNANIMOUSLY (8-0)

### III. MINUTES FROM July 26, 2019

Chair Nancy Backus brought forth to the Executive Board, a modification to the Agenda. Item IV, Section D - HB 1406 will be moved to the front of the Agenda for the meeting. Additionally, at 2:00 P.M. the Executive Board would go into Executive Session for the purpose of conducting a SKHHP Program Manager interview. The SKHHP Executive Board meeting would continue at 3:00 P.M.

#### HB 1406

At the June 28, 2019 meeting there was not an opportunity to discuss amongst the Executive Board any thoughts or questions related to the HB 1406 Presentation that was provided by the Washington Low Income Housing Alliance. Each member described the status of HB 1406 discussions within their city. Auburn, Burien and Renton were looking towards the middle to later part of August to take action on both steps of HB 1406. Normandy Park, Des Moines, Kent, Covington and King County are moving forward with presentations and conversations with committees and council in the near future. Federal Way is looking into possibly pursuing other options as well as having further discussions regarding HB 1406.

Two SKHHP Resolution options were brought forth to the Executive Board:

- Resolution urging SKHHP members to adopt a resolution declaring intent to enact HB 1406
- Resolution urging SKHHP members to adopt a resolution declaring intent to enact HB 1406 **and** recommending that funds be pooled.

The Board discussed that the purpose of the resolutions were not in fact committing each City to anything, but more so encouraging the respective Cities to consider implementation of HB 1406.

Luisa Bangs moved and Vice Chair Brian Wilson seconded to adopt Resolution 2019-05: A resolution of the Executive Board of the South King County Housing and Homelessness Partners urging SKHHP Members to declare their intent to enact the provisions of HB 1406. This is the first Resolution in the Executive Board Packet and referred to as option 1.

During discussion on the motion a motion was made to amend option 1 to include Section 4 of option 2, under the second Resolution proposed in the packet. The proposed amendments are as follows:

Section 4. The Executive Board of SKHHP commits to developing options and a recommendation, including for the proposed pooling of funding, that details levels of funding commitments for each member's legislative authority to consider for future subsequent action.

MOTION ON THE AMENDMENT CARRIED UNANIMOUSLY (8-0)

A VOTE ON THE ORIGINAL MOTION THEN CARRIED UNANIMOUSLY (8-0)

## **Report from the Administering Agency**

King County adopted the ILA on July 10, 2019

SKHHP Program Manager hiring process is under way. First Round interviews on July 19. One person has removed themselves from the process just recently. The Executive Board will be conducting an interview today.

Website is Live with a statement on what SKHHP is as well as the ability to send out links for future agenda packets.

Invoicing Members Update: Auburn, Burien, Covington, Kent and Renton, HDC, Housing Authority Invoices are paid with a total of \$86,457 collected. The cumulative outstanding amount is \$44,895. These invoices cover January 2019 through June 2019. The next billing will be for second half of 2019.

HR Policy Development: An Employment Agreement is part of the packet. It is modeled how the City of Auburn structures its contracts. Another part that is still in development is the operational policy. Gives structure between SKHHP and the City of Auburn if there are employment issues. With two bodies involved with employing the SKHHP Program Manager, it is challenging to navigate roles in the midst of an employment issue. More information on that particular item in the next packet or possibly through email if a manager is hired prior to the next SKHHP Executive Board Meeting. There are minor changes to the Employment Agreement that were suggested by the board:

### **Section 5:4**

Amend section: Employee will receive those benefits available to other City employees in the N09 pay scale.

Amended changes: Employee will receive those benefits available to other Administering Agencies employees in the N09 pay scale.

The way the Employment Agreement is drafted, it would need to be renewed annually. After discussion between board members, it was amended from yearly renewal to remaining in effect until employee is no longer employed.

Meeting adjourned at 2:00 P.M. for Executive Session for one hour.

Meeting called back to order at 3:15 P.M.

## **Monthly Education Item: Non-Profits and Funding**

City of Auburn Attorney Steve Gross attended the board meeting to assist answering any questions on Non-Profits and Funding. He reiterated to the board that there are many different options that can be looked into. It was discussed that SKHHP is so new and need to really put our stake in the ground and know what we are doing before we go in too many directions.

### **Setting Agendas and Managing Input**

The packet provided an outline to establish a consistent and fair protocol for development of SKHHP Executive Board monthly agendas that complies with the Open Public Meetings Act. These principals are incorporated into the below protocols:

1. Implement measures that are designed to eliminate email discussion amongst a quorum of the Executive Board.
2. Incorporate a balanced approach that considers appropriateness of content, time limitations, time sensitivity, demands on SKHHP staff and alignment with SKHHP Objectives.
3. Create a transparent approach that enables and manages participation.

The Board members had no comments at the time.

### **ADJOURNMENT**

There being no further business to come before the Executive Board, Chair Backus adjourned the meeting at 3:37 P.M.

### Housing Cost Data by City (Ownership)

City	Median Household Income (Census 2017)	Average Housing Cost (Zillow)	Population (OFM 2019)
Auburn	\$64,400 (\$5,367/mo)	\$375,300	81,720
Burien	\$60,732 (\$5,061/mo)	\$427,300	52,000
Covington	\$93,980 (\$7,832/mo)	\$392,300	20,280
Des Moines	\$60,814 (\$5,068/mo)	\$383,900	31,580
Federal Way	\$62,086 (\$5,174/mo)	\$366,300	97,840
Kent	\$64,573 (\$5,381/mo)	\$387,000	129,800
Normandy Park	\$95,313 (\$7,943/mo)	\$682,100	6,610
Renton	\$70,661 (\$5,888/mo)	\$464,800	104,700
Tukwila	\$51,318 (\$4,277/mo)	\$373,500	20,930
			545,460 Total
SKHHP Average	\$69,320	\$428,056	
Weighted Average	\$65,639	\$403,352	

### Housing Cost Data by City (Rental)

City	Median Household Income (Census 2017)	Average Rent (1 bed/2 bed)		Population (OFM 2019)
Auburn	\$64,400 (\$5,367/mo)	\$1,365	\$1,700	81,720
Burien	\$60,732 (\$5,061/mo)			52,000
Covington	\$93,980 (\$7,832/mo)			20,280
Des Moines	\$60,814 (\$5,068/mo)			31,580
Federal Way	\$62,086 (\$5,174/mo)	\$1,410	\$1,757	97,840
Kent	\$64,573 (\$5,381/mo)	\$1,490	\$1,856	129,800
Normandy Park	\$95,313 (\$7,943/mo)			6,610
Renton	\$70,661 (\$5,888/mo)	\$1,709	\$2,128	104,700
Tukwila	\$51,318 (\$4,277/mo)			20,930
				545,460 Total
SKHHP Average	\$69,320			
Weighted Average	\$65,639			



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Date: August 16, 2019  
To: SKHHP Executive Board  
From: SKHHP Staff Working Group  
RE: Recommendation to pool HB 1406 funds

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Under cover of this memo is draft Resolution 2019-06 which, if adopted, is a recommendation from the SKHHP Executive Board that member cities pool HB 1406 funds. This was developed as a result of the adoption of Resolution 2019-05 which states that the Executive Board will make subsequent recommendations to member cities and King County regarding pooling and use of HB 1406 funds.

The SKHHP Staff Working Group (SWG) developed this recommendation during their regular monthly meeting on Wednesday, August 14, 2019. The basis for the SWG recommendation is as follows:

1. The ILA adopted by each city and King County emphasizes that regional coordination and pooling of resources is a fundamental reason for the formation of SKHHP.
2. The State Legislature's action on HB 1406 is a significant and meaningful financial tool that was made available to local government at the same time that SKHHP was formed and that the Executive Board has expressed a desire to find early opportunities to show value.
3. The amount of funding that individual cities will receive from HB 1406 will be minimal relative to the cost associated with supporting and/or contributing to the creation of new housing stock or the preservation of existing stock.
4. Regional pooling will strengthen South King County's ability to recruit other partners and financial contributions.

The Resolution also emphasizes the following recommendations:

1. The need for cities to wait until King County takes its action on HB 1406 (currently scheduled for September 3<sup>rd</sup>) in order to maximize the amount of money collected in King County.
2. The recommendation that King County direct a proportionate share of HB 1406 revenue to SKHHP cities based on the cumulative population of the 9 cities.
3. And that SKHHP should spend HB 1406 revenues in a manner that is aligned with the SKHHP work plan.

**RESOLUTION NO. 2019-06**

**A RESOLUTION OF THE EXECUTIVE BOARD OF THE  
SOUTH KING COUNTY HOUSING AND HOMELESSNESS  
PARTNERS URGING SKHHP MEMBERS TO SUPPORT  
POOLING OF HB 1406 FUNDS.**

WHEREAS, in 2019 the cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, and Tukwila and King County entered into an Interlocal Agreement (ILA) that formed the South King Housing and Homelessness Partners (SKHHP); and

WHEREAS, pursuant to the ILA, the partners have a common goal to ensure availability of housing that meets the needs of all income levels in South King County; and

WHEREAS, also pursuant to the ILA, the partners wish to act cooperatively to formulate housing policies and strategies that address housing stability, to foster efforts to preserve and provide affordable housing by combining public funding with private-sector resources, to support implementation of the Washington State GMA, related countywide planning policies, and other local policies and program relating to affordable housing, and to do so efficiently and expeditiously; and

WHEREAS, also pursuant to the ILA, the parties have determined that the most efficient and expeditious way for the parties to address affordable housing needs in South King County is through cooperative action and pooling of public and private resources; and

WHEREAS, the ILA states that the parties intend that the ILA serves as a framework for all participating municipalities within the broader SKHHP Sphere of Influence to do the aforementioned work; and

WHEREAS, on July 26, 2019 the SKHHP Executive Board adopted Resolution 2019-05 which urges member cities to declare their intent to enact the provisions of HB 1406; and

WHEREAS, Resolution 2019-06 states that the Executive Board commits to developing options and a recommendation, including for the proposed pooling of funding, that details funding commitments for each member's legislative authority to consider for future subsequent action; and

WHEREAS, HB 1406 is a powerful and meaningful funding source to further advance the efforts of the housing objectives established through the ILA that, if pooled, will generate approximately \$1,000,000 per year for the eligible 20 year period (See Attachment A); and

WHEREAS, the Executive Board adopts the recommendations contained within this resolution as a unified statement of support by SKHHP member cities.

NOW, THEREFORE, THE EXECUTIVE BOARD RESOLVES as follows:

**Section 1.** The Executive Board of SKHHP urges all members to pool the base sales tax credit revenues collected under HB 1406 and to allocate the full amount of those revenues to SKHHP.

**Section 2.** In order to maximize HB 1406 funding within King County, the Executive Board of SKHHP urges all members to take Ordinance action on HB 1406 after King County takes action.

**Section 3.** The Executive Board of SKHHP urges King County to provide HB 1406 funds to SKHHP in a manner that proportionately represents the cumulative population of SKHHP member cities.

**Section 4.** The Executive Board of SKHHP commits to aligning the use of HB 1406 funds with the work plan required within the adopted ILA.

**Section 5.** This Resolution will take effect and be in full force on passage and signature.

Dated and Signed this \_\_\_\_ day of \_\_\_\_\_, 2019.

**SOUTH KING COUNTY HOUSING AND HOMELESSNESS PARTNERS**

\_\_\_\_\_  
NANCY BACKUS, CHAIR

\_\_\_\_\_  
Shawn Campbell, Auburn City Clerk

SKHHP Resolution 2019-06 Exhibit A

Estimated HB 1406 Revenue by SKHHP Municipality (based on 2018 revenues)

<b>City</b>	<b>Estimated Annual Revenue</b>
Auburn	\$154,992
Burien	\$65,477
Covington	\$43,678
Des Moines	\$29,793
Federal Way	\$124,142
Kent	\$185,467
Normandy Park	\$4,866
Renton	\$236,380
Tukwila	\$162,046
<b>Total (not including King County)</b>	<b>\$1,006,841.00</b>



**1,051**

South King County residents are homeless and without shelter <sup>1</sup>

**42,700**

South King County households spend more than half of their income on housing costs <sup>2</sup>

Cost burden is more common in South King County than anywhere else in the county <sup>3</sup>

**SOUTH**

**KING COUNTY'S**

**AFFORDABLE HOUSING**

**GAP**

**54,700**

more affordable homes are needed in South King County today <sup>4</sup>

By 2040, the number of homes needed rises to

**100,300** <sup>5</sup>

Median rents and home values are higher than ever in South King County, making it hard to save and placing homeownership out of reach for many <sup>6</sup>

Median Home value

**\$353k-  
\$460.7k**

Median Rent

**\$1,942-  
\$2,248**

Median rent rose

**33-45%**  
from 2012-2018 <sup>7</sup>

Currently, rents are **rising faster** in South King County than anywhere else in the county.



For every **\$100** increase in rent, homelessness rises **6%** in urban areas and **32%** in rural areas, according to national research. <sup>9</sup>

A King County resident must earn

**\$29.69** per hour

to afford a two- bedroom apartment <sup>8</sup>

[1] Community Attributes Inc., estimate based on All Home King County, Applied Survey Research, "Count Us In 2018 Comprehensive Report," Accessed May 31, 2018. <http://allhomekc.org/wp-content/uploads/2018/05/FINALDPART-COUNTUSIN2018REPORT-5.25.18.pdf>  
 [2] Community Attributes Inc., SKC Housing Affordability report prepared for Housing Development Consortium, April 2018  
 [3] NLIHC, "Out of Reach 2017, Washington," Accessed May 22, 2018. <http://nlihc.org/cor/washington>  
 [4] Washington State Affordable Housing Advisory Board, Affordable Housing Needs Study Appendices, State of Washington and public and private partners, Olympia, 2016, page 19. <http://www.commerce.wa.gov/wp-content/uploads/2016/10/AHAB-Housing-Needs-Appendices.pdf>

## HDC's 10 Housing and Homelessness Data Points to Keep In Your Back Pocket

- 1 in 3 King County households are cost burdened, spending more than 30% of their income on housing costs, and we will need to build 44,000 new affordable homes every five years to address the tremendous need for affordable homes.<sup>1</sup>
- According to the National Low-Income Housing Coalitions Gap Report, Washington State only has 29 available affordable homes for every 100 low-income renter households.<sup>2</sup>
- To afford a market-rate two-bedroom apartment, someone working minimum wage in King County would have to work over 90 hours a week.<sup>3</sup>
- Construction of new housing hasn't kept pace with increases in jobs in the Puget Sound region. In 2016, there were nearly 100,000 new jobs and just over 20,000 new homes.<sup>4</sup>
- A 6% increase in how much of a person's income they have to spend on a market-rate rental in King County will result in over 100 people falling into homelessness.<sup>5</sup>
- Housing someone directly with accessible on-site supportive services costs \$16,000-\$22,000 a year compared to services provided while experiencing homelessness including emergency room visits (\$30-\$50k) or incarceration which costs (\$39k) a year.<sup>6</sup>
- 54% of renters have delayed medical care because they can't afford it. 95% of renters said that rent was their most important bill.<sup>7</sup>
- 27% of black households are spending more than 50% of their income on rent compared to 13% of white households.<sup>1</sup>
- As of 2015, there is an eleven-year life expectancy difference between Seattle and Auburn, and a ten-year life expectancy difference between King County's Asian population and black population.<sup>8</sup>
- 98% of people experiencing homelessness said they would take a safe, affordable housing option if offered to them.<sup>9</sup>

### Sources:

1. [https://www.kingcounty.gov/~media/initiatives/affordablehousing/documents/report/RAH\\_Report\\_Final.ashx?la=e](https://www.kingcounty.gov/~media/initiatives/affordablehousing/documents/report/RAH_Report_Final.ashx?la=e)
2. <https://reports.nlihc.org/gap>
3. <https://nlihc.org/resource/nlihc-releases-out-reach-2018>
4. [https://www.psrc.org/sites/default/files/vision\\_2050\\_housing\\_background\\_paper.pdf](https://www.psrc.org/sites/default/files/vision_2050_housing_background_paper.pdf)
5. <https://www.zillow.com/research/homelessness-rent-affordability-22247/>
6. [Bit.ly/2LaG3rg](https://bit.ly/2LaG3rg) and [bit.ly/2ZL31bN](https://bit.ly/2ZL31bN)
7. [https://www.enterprisecommunity.org/news-and-events/news-releases/2019-04\\_renters-report-housing-costs-significantly-impact-their-health-care](https://www.enterprisecommunity.org/news-and-events/news-releases/2019-04_renters-report-housing-costs-significantly-impact-their-health-care)
8. [https://cdn.ymaws.com/www.cste.org/resource/resmgr/scale/PHSKC\\_Claremont.cleaned.pdf](https://cdn.ymaws.com/www.cste.org/resource/resmgr/scale/PHSKC_Claremont.cleaned.pdf)
9. <http://allhomekc.org/>





Must  
Do

Unified voice and presence for South King County

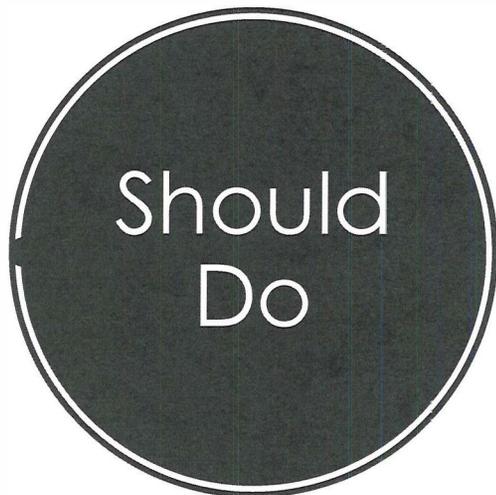
Implement the ILA and governance structure

Develop key presentations for legislators

Assessment of housing stock and condition

Homelessness coordination

Building resources for affordable housing or coordinating around HB 1406



### Ownership Overview

		Wage Actuals				Housing Actuals					Aligning Wages to Housing Costs	
City	Population	Income (annual)	Income (monthly)	Hourly Wage	30% of Monthly Income (The Hope)	Average House Cost	Mortgage @ 4% including taxes and insurance				Wages Increase to Meet Housing Cost	Housing Costs Decrease to Meet Wages
					(Mortgage and Utilities)		20% Down	Monthly Payment	Monthly Utility Bill	Affordability Gap		
Auburn	81,720	\$64,400	\$5,367	\$30.96	\$1,610.10	\$375,300	\$75,060.00	\$1,933.39	\$200.00	(\$523.29)	\$7,111.30	\$295,000.00
Burien	52,000	\$60,732	\$5,061	\$29.20	\$1,518.30	\$427,300	\$85,460.00	\$2,132.00	\$200.00	(\$813.70)	\$7,773.33	\$268,500.00
Covington	20,280	\$93,980	\$7,832	\$45.18	\$2,349.60	\$392,300	\$78,460.00	\$1,998.32	\$200.00	\$151.28	\$7,327.73	\$488,500.00
Des Moines	31,580	\$60,814	\$5,068	\$29.24	\$1,520.40	\$383,900	\$76,780.00	\$1,966.24	\$200.00	(\$645.84)	\$7,220.80	\$268,500.00
Federal Way	97,840	\$62,086	\$5,174	\$29.85	\$1,552.20	\$366,300	\$73,260.00	\$1,899.02	\$200.00	(\$546.82)	\$6,996.73	\$269,000.00
Kent	129,800	\$64,573	\$5,381	\$31.04	\$1,614.30	\$387,000	\$77,400.00	\$1,978.08	\$200.00	(\$563.78)	\$7,260.27	\$295,000.00
Normandy Park	6,610	\$95,313	\$7,943	\$45.82	\$2,382.90	\$682,100	\$136,420.00	\$3,105.16	\$200.00	(\$922.26)	\$11,017.20	\$490,000.00
Renton	104,700	\$70,661	\$5,888	\$33.97	\$1,766.40	\$464,800	\$92,960.00	\$2,275.22	\$200.00	(\$708.82)	\$8,250.73	\$335,000.00
Tukwila	20,930	\$51,318	\$4,277	\$24.67	\$1,283.10	\$373,500	\$74,700.00	\$1,926.52	\$200.00	(\$843.42)	\$7,088.40	\$295,500.00

Monthly Salary at hourly wages

<b>\$12.00/hr</b>	<b>\$13.50/hr</b>	<b>\$18.00/hr</b>	<b>\$20.00/hr</b>	<b>\$25.00/hr</b>
\$2,080.00	\$2,340.00	\$3,120.00	\$3,466.67	\$4,333.33

Hourly Wage to get to AMI

	60% AMI				50% AMI				30% AMI			
	60% AMI	Hourly Wage	Hourly Shortfall	Monthly Shortfall	50% AMI	Hourly Wage	Hourly Shortfall	Monthly Shortfall	30% AMI	Hourly Wage	Hourly Shortfall	Monthly Shortfall
Auburn	\$3,220.20	\$18.58	\$12.38	\$2,146.80	\$2,683.50	\$15.48	\$15.48	\$2,683.50	\$1,610.10	\$9.29	\$21.67	\$3,756.90
Burien	\$3,036.60	\$17.52	\$13.44	\$2,330.40	\$2,530.50	\$14.60	\$14.60	\$2,330.40	\$1,518.30	\$8.76	\$20.44	\$3,848.70
Covington	\$4,699.20	\$27.11	\$18.07	\$3,132.80	\$3,916.00	\$22.59	\$22.59	\$3,916.00	\$2,349.60	\$13.56	\$31.63	\$5,482.40
Des Moines	\$3,040.80	\$17.54	\$27.64	\$4,791.20	\$2,534.00	\$14.62	\$14.62	\$4,791.20	\$1,520.40	\$8.77	\$20.47	\$6,311.60
Federal Way	\$3,104.40	\$17.91	\$11.94	\$2,069.60	\$2,587.00	\$14.93	\$14.92	\$2,587.00	\$1,552.20	\$8.96	\$20.89	\$3,621.80
Kent	\$3,228.60	\$18.63	\$11.22	\$1,945.40	\$2,690.50	\$15.52	\$15.52	\$1,945.40	\$1,614.30	\$9.31	\$21.73	\$3,559.70
Normandy Park	\$4,765.80	\$27.50	\$18.33	\$3,177.20	\$3,971.50	\$22.91	\$22.91	\$3,971.50	\$2,382.90	\$13.75	\$32.08	\$5,560.10
Renton	\$3,532.80	\$20.38	\$25.44	\$4,410.20	\$2,944.00	\$16.98	\$16.99	\$4,410.20	\$1,766.40	\$10.19	\$23.78	\$6,176.60
Tukwila	\$2,566.20	\$14.81	\$9.87	\$1,710.80	\$2,138.50	\$12.34	\$12.33	\$2,138.50	\$1,283.10	\$7.40	\$17.27	\$2,993.90

### Rental Overview

		Wage Actuals				Housing Actuals					
City	Population	Income (annual)	Income (monthly)	Hourly Wage	30% of Monthly Income (The Hope)	Zip	Rental Costs				
					(Rent and Utilities)		1 Bedroom	2 Bedroom	Monthly Utility Bill	Affordability Gap (1bd)	Affordability Gap (2 bd)
Auburn	81,720	\$64,400	\$5,367	\$30.96	\$1,610.10	98002	\$1,380.00	\$1,700.00	\$100.00	\$130.10	(\$189.90)
Burien	52,000	\$60,732	\$5,061	\$29.20	\$1,518.30	98166	\$1,380.00	\$1,700.00	\$100.00	\$38.30	(\$281.70)
Covington	20,280	\$93,980	\$7,832	\$45.18	\$2,349.60	98042	\$1,880.00	\$2,290.00	\$100.00	\$369.60	(\$40.40)
Des Moines	31,580	\$60,814	\$5,068	\$29.24	\$1,520.40	98198	\$1,480.00	\$1,810.00	\$100.00	(\$59.60)	(\$389.60)
Federal Way	97,840	\$62,086	\$5,174	\$29.85	\$1,552.20	98003	\$1,390.00	\$1,700.00	\$100.00	\$62.20	(\$247.80)
Kent	129,800	\$64,573	\$5,381	\$31.04	\$1,614.30	98030	\$1,380.00	\$1,700.00	\$100.00	\$134.30	(\$185.70)
Normandy Park	6,610	\$95,313	\$7,943	\$45.82	\$2,382.90	98148	\$1,380.00	\$1,700.00	\$100.00	\$902.90	\$582.90
Renton	104,700	\$70,661	\$5,888	\$33.97	\$1,766.40	98057	\$1,450.00	\$1,770.00	\$100.00	\$216.40	(\$103.60)
Tukwila	20,930	\$51,318	\$4,277	\$24.67	\$1,283.10	98188	\$1,380.00	\$1,700.00	\$100.00	(\$196.90)	(\$516.90)

Monthly Salary at hourly wages				
\$12.00/hr	\$13.50/hr	\$18.00/hr	\$20.00/hr	\$25.00/hr
\$2,080.00	\$2,340.00	\$3,120.00	\$3,466.67	\$4,333.33
Hourly Wage to get to AMI				

	60% AMI				50% AMI				30% AMI			
	60% AMI	Hourly Wage	Non Burdened Rent	1 Bedroom Burden	50% AMI	Hourly Wage	Non Burdened Rent	Actual Cost Burden	30% AMI	Hourly Wage	Non Burdened Rent	Actual Cost Burden
Auburn	\$3,220.20	\$18.58	\$966.06	(\$513.94)	\$2,683.50	\$15.48	\$805.05	(\$674.95)	\$1,610.10	\$9.29	\$483.03	(\$996.97)
Burien	\$3,036.60	\$17.52	\$910.98	(\$569.02)	\$2,530.50	\$14.60	\$759.15	(\$720.85)	\$1,518.30	\$8.76	\$455.49	(\$1,024.51)
Covington	\$4,699.20	\$27.11	\$1,409.76	(\$570.24)	\$3,916.00	\$22.59	\$1,174.80	(\$805.20)	\$2,349.60	\$13.56	\$704.88	(\$1,275.12)
Des Moines	\$3,040.80	\$17.54	\$912.24	(\$667.76)	\$2,534.00	\$14.62	\$760.20	(\$819.80)	\$1,520.40	\$8.77	\$456.12	(\$1,123.88)
Federal Way	\$3,104.40	\$17.91	\$931.32	(\$558.68)	\$2,587.00	\$14.93	\$776.10	(\$713.90)	\$1,552.20	\$8.96	\$465.66	(\$1,024.34)
Kent	\$3,228.60	\$18.63	\$968.58	(\$511.42)	\$2,690.50	\$15.52	\$807.15	(\$672.85)	\$1,614.30	\$9.31	\$484.29	(\$995.71)
Normandy Park	\$4,765.80	\$27.50	\$1,429.74	(\$50.26)	\$3,971.50	\$22.91	\$1,191.45	(\$288.55)	\$2,382.90	\$13.75	\$714.87	(\$765.13)
Renton	\$3,532.80	\$20.38	\$1,059.84	(\$490.16)	\$2,944.00	\$16.98	\$883.20	(\$666.80)	\$1,766.40	\$10.19	\$529.92	(\$1,020.08)
Tukwila	\$2,566.20	\$14.81	\$769.86	(\$710.14)	\$2,138.50	\$12.34	\$641.55	(\$838.45)	\$1,283.10	\$7.40	\$384.93	(\$1,095.07)



## SOUTH CORRECTIONAL ENTITY

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

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### **SCORE ADMINISTRATIVE BOARD MEETING AGENDA**

Wednesday, August 28, 2019 – 9:00 a.m.

1. Roll Call
2. Executive Session [ Discuss matters relating to agency enforcement actions or litigations or potential litigation - RCW 42.30.110(1)(i); Approximately 10 minutes unless extended]
3. Executive Session [Union negotiations - RCW 42.30.140(4)(a); approximately 10 minutes unless extended]
4. Additions or Changes to the Agenda
5. Approval of the July 24 Meeting Minutes (Attachment A)
6. Audience Comments
7. Committee Member Comments
8. Correspondence
9. Finance Committee Report (Attachment B)
10. Operations Board Report (Attachment C)
11. SCORE Financial Report
  - a. Voucher Approval - July - (Attachment D)
  - b. July 2019 Financials (Attachment E)
12. SCORE Executive Director Report
  - a. Jail Statistics (Attachment F)
13. Old Business
  - a. 2020 Budget Discussion
  - b. Bond Refunding Update
14. New Business
  - a. Audio-Visual Equipment Purchase Approval (Attachment G)
  - b. Emergency Purchase (Attachment H)
15. Resolution
  - a. Resolution 87 - Emergency Purchase (Attachment I)
  - b. Resolution 88 - Guild Contract (Attachment J)
  - c. Resolution 89 - Teamsters 117 Contract (Attachment K)
16. Adjournment



## SOUTH CORRECTIONAL ENTITY AUGUST Meeting 2019

Member City ADP **238**  
 Contract City ADP **329**  
 Unbillable ADP **14**  
 July 2019 Total ADP **580**  
 July 2018 Total ADP **656**



### JULY- AVERAGE DAILY POPULATION

(Stats Pg. 2)

Member City Video Court &  
 Court Transports **1488** <sup>+15%</sup>

Contract Agency  
 Video Court & Transports  
 Coordinated **757**



### JULY COURT SERVICES

July Bookings **2,086**  
 July Releases **2,131**

#### Highest Days:

**95** Bookings on 7/18/19  
**113** Releases on 7/08/19



### JULY BOOKINGS & RELEASES

### SHIFT COVERAGE

Jan-July 2018 Hours **12,317**  
 Jan-July 2019 Hours **8,347**

Year-To-Date  
 SHIFT COVERAGE

- 32%



### SCORE PROJECTS

- Inmate Safety Fencing - 2 1/2 weeks left until completion
- Power DMS - Implemented - OC Course & Test
- Virtual Comment Box - Testing phase
- Bond Refunding - Bi-monthly updates Finance Advisory Comm.

### WA CJTC CO Academy

GRADUATION 8/16

- CO Sellers
- CO Campbell
- CO Costa
- CO Michaelson

### CUSTODY STAFF

Corrections Officers	<b>105</b>
Supernumerary	<b>2</b>



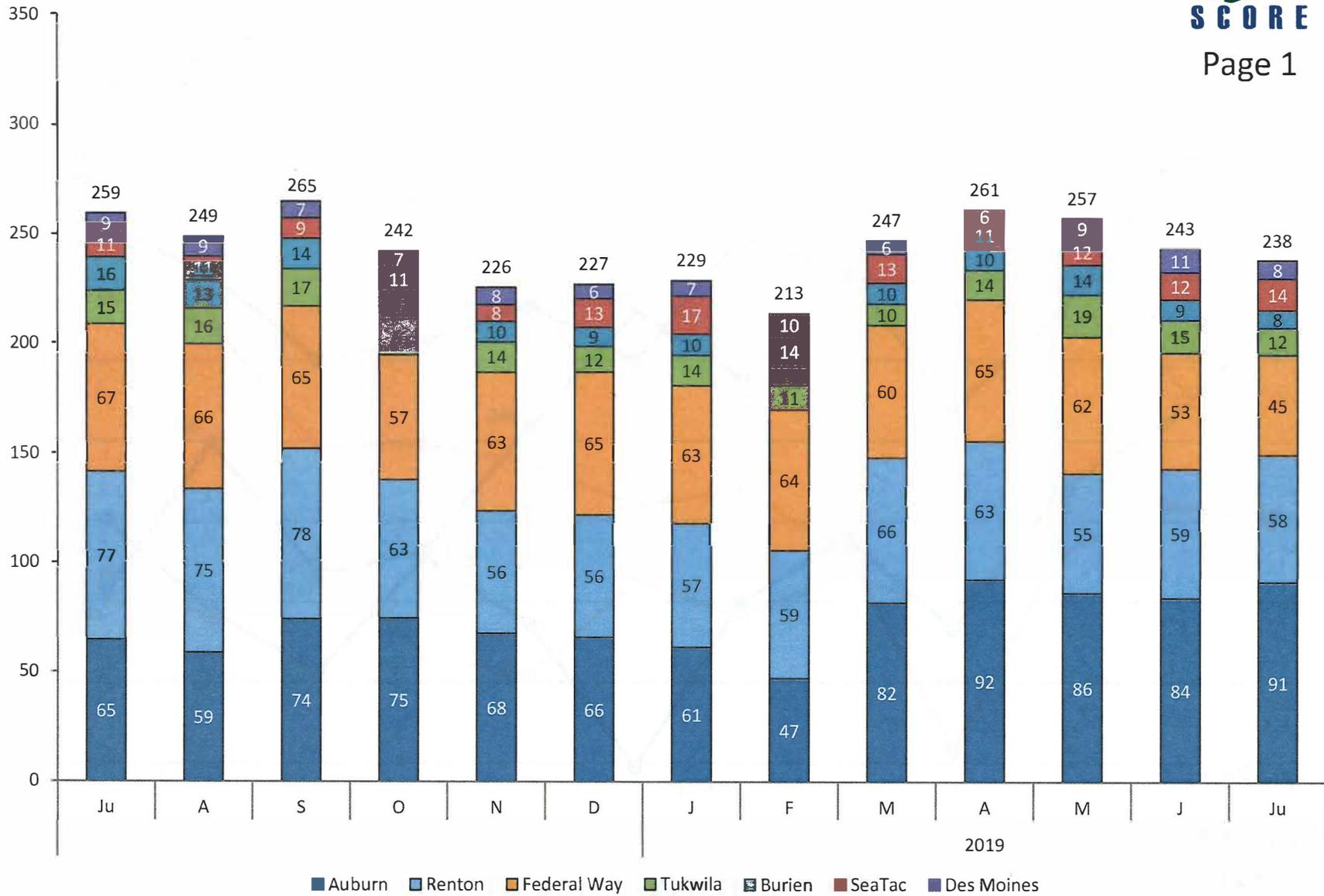
### UPDATES

- Temporary Financial IT/ Analyst
- Bargaining - Done!
- State Auditors Office - on site

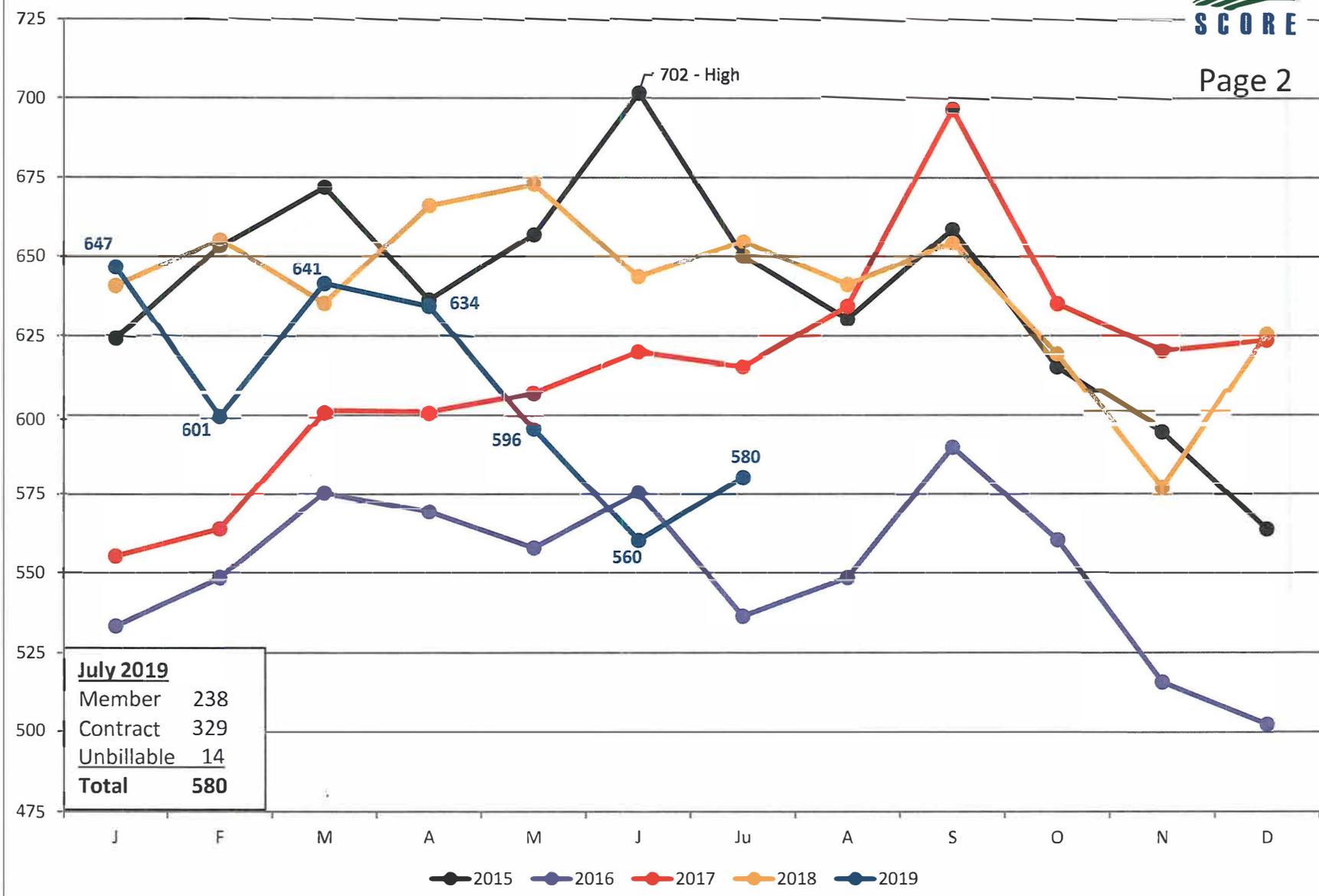
### EMPLOYEE SPOTLIGHT - CLASS 462



# SCORE Member City Billable Average Daily Population

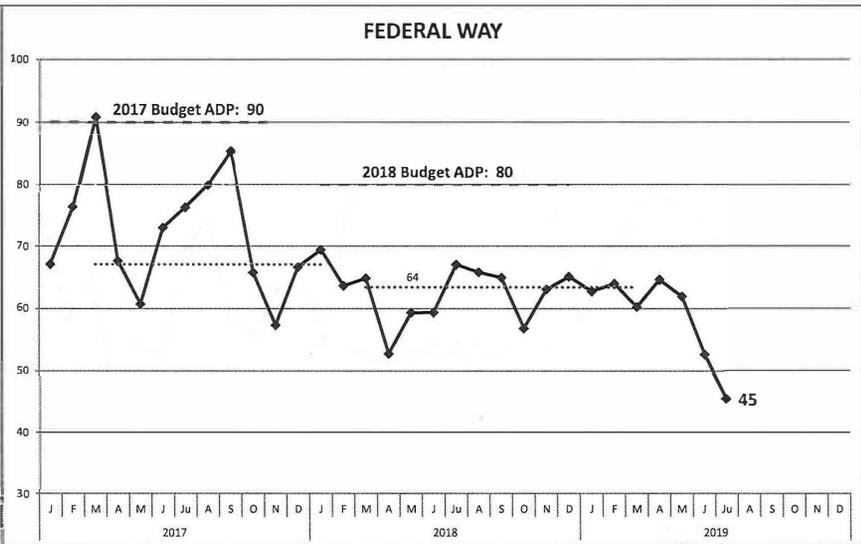
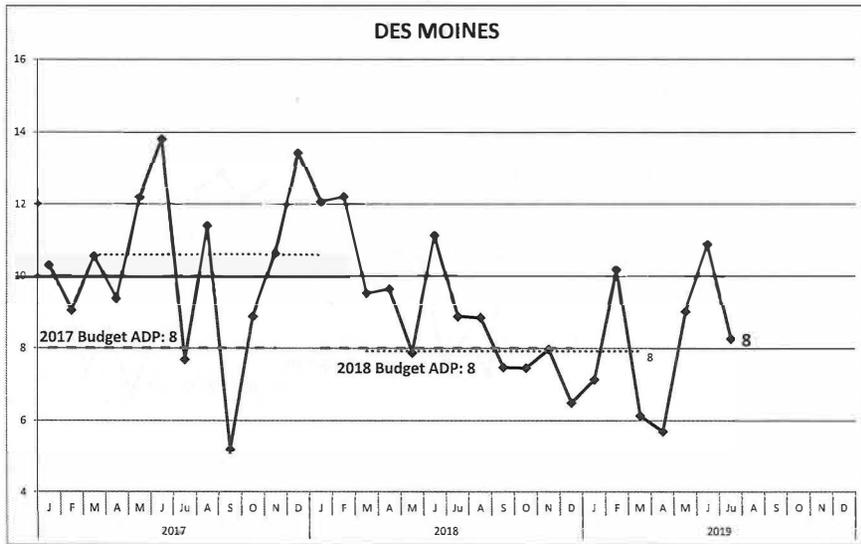
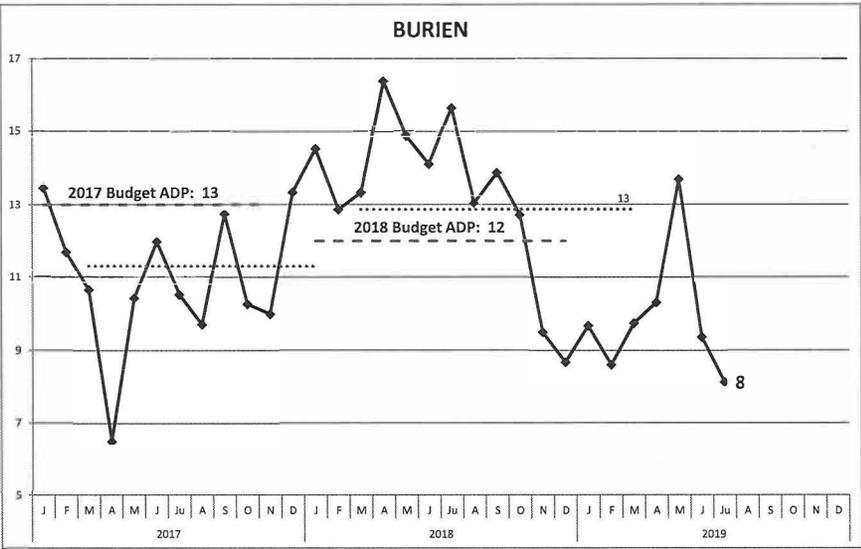
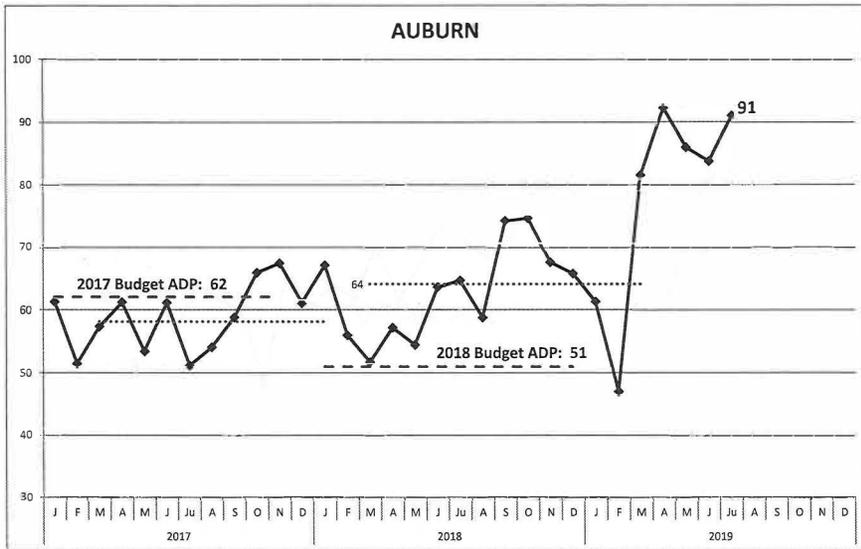


# Total ADP by Month and Year

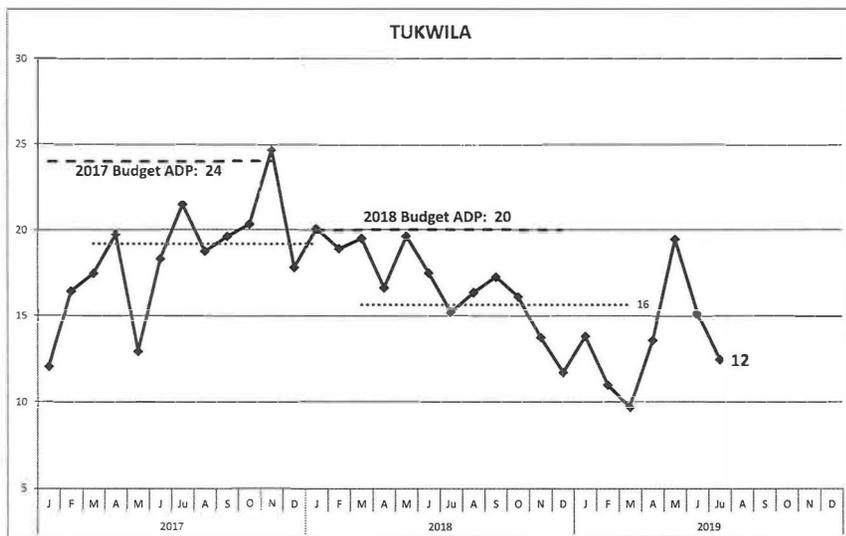
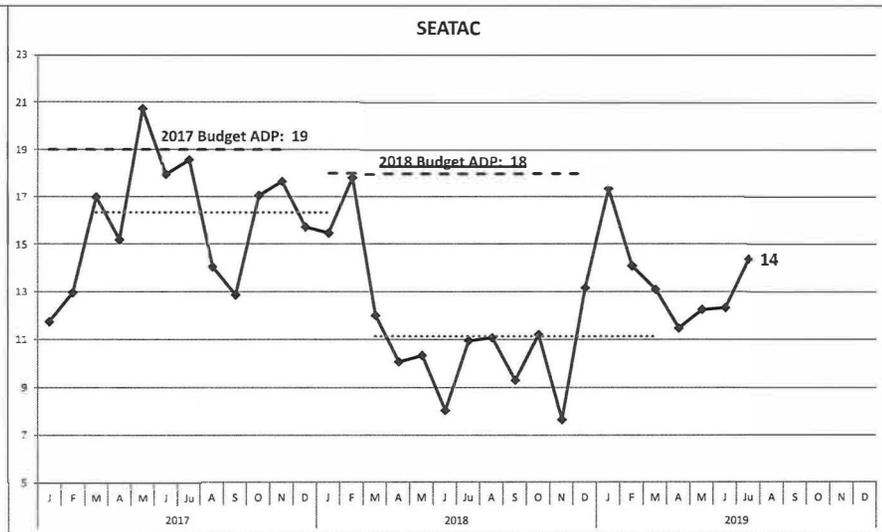
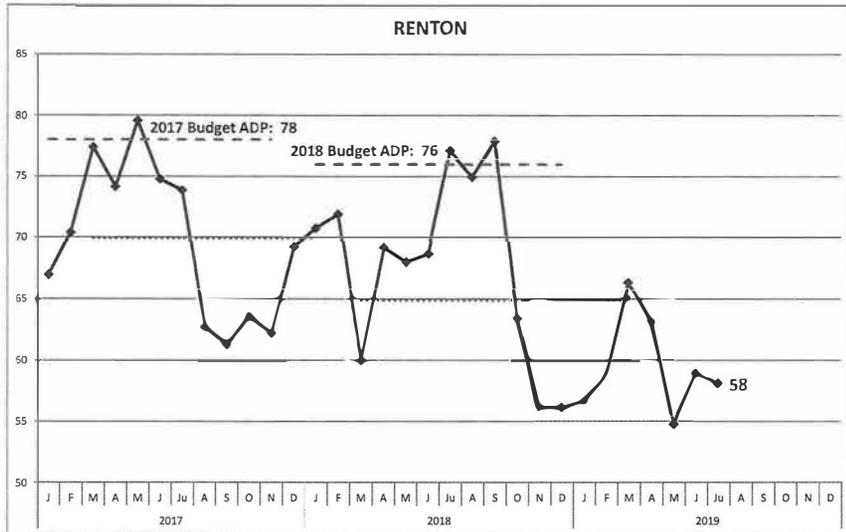


<b>July 2019</b>	
Member	238
Contract	329
Unbillable	14
<b>Total</b>	<b>580</b>

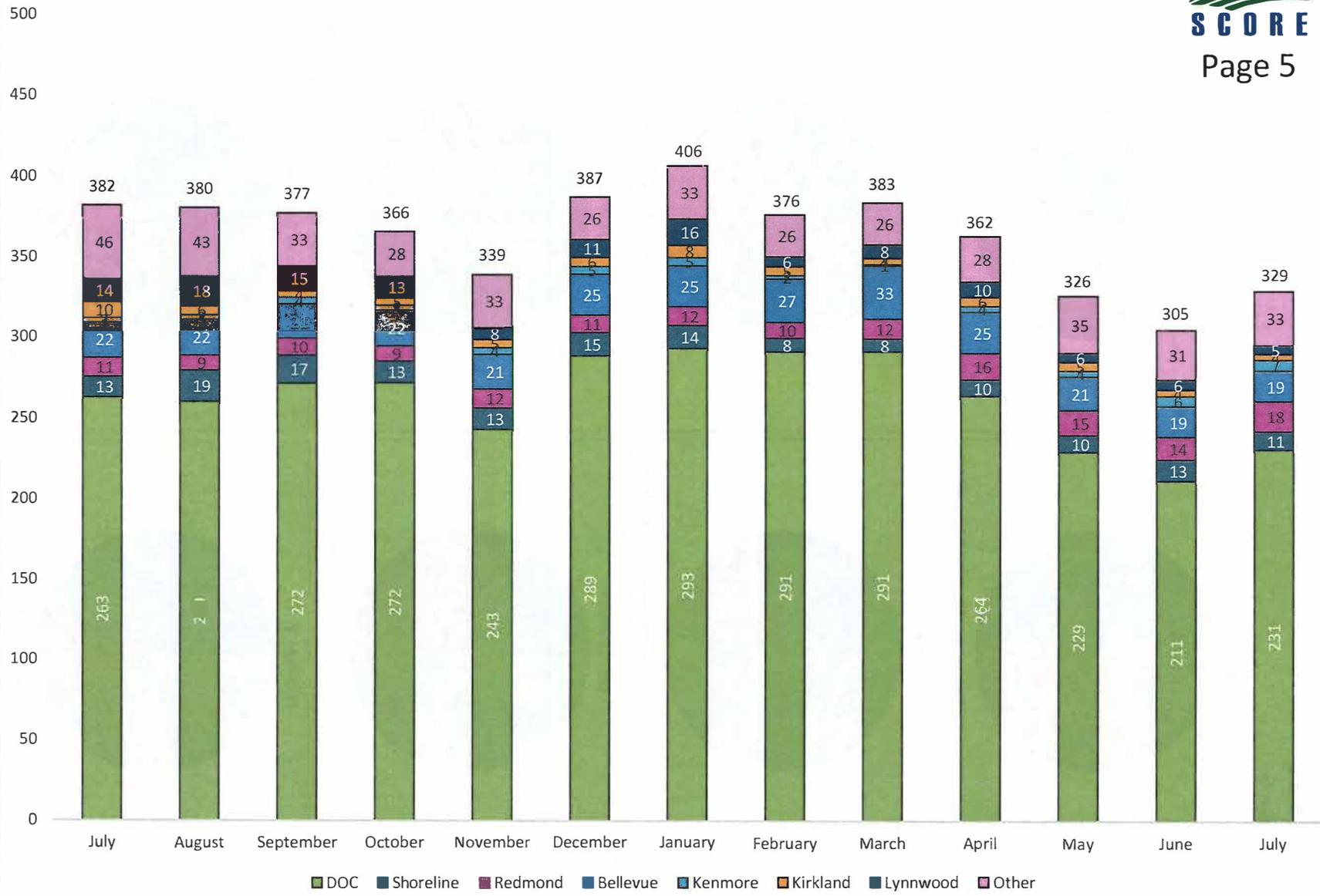
Member City Average Daily Population 2017-2019



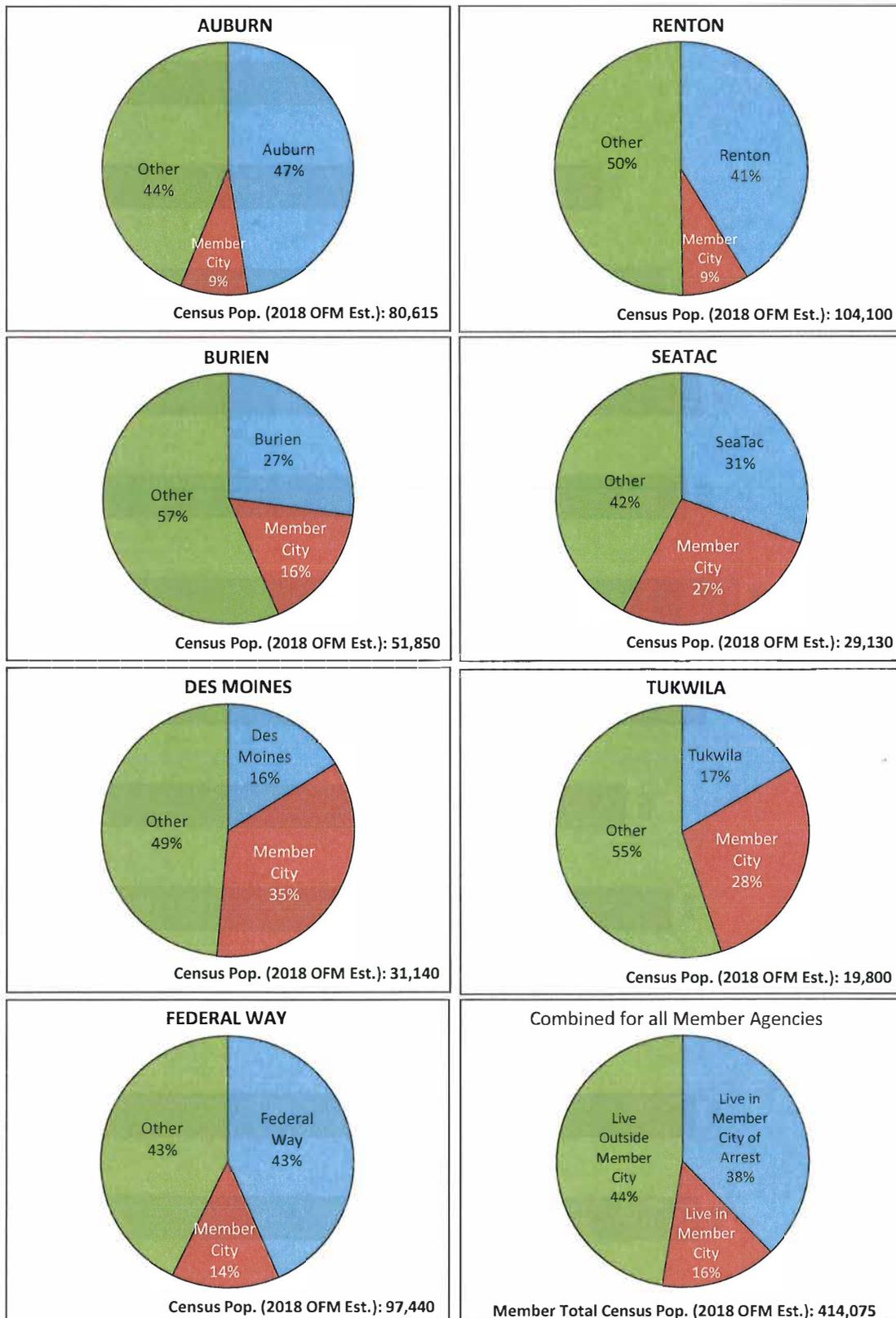
Member City Average Daily Population 2017-2019



# Contract Cities ADP by Month



# July 2019 Member Agency Arrests by Inmate's City of Residence





## SOUTH CORRECTIONAL ENTITY

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

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## M E M O R A N D U M

---

DATE: August 8, 2019

TO: Devon Schrum, Executive Director

FROM: Adam Munson, IT Director

**SUBJECT: Board Room & Briefing Room Audio Visual Equipment Replacement**

---

The audio visual equipment in the Board Room and Briefing Room have reached a point of technology incompatibility with today's audio and video standards as well their useful lifecycle. We have had several instances where internal and external customers have not been able to use the equipment due to the connection types currently installed. The equipment was originally installed in 2011 before the building opened. The conference rooms get used by internal, external and contract staff regularly for presentations and training. It is imperative this equipment is functioning for every scheduled meeting. The new equipment is better designed for both rooms environment, simple operation and capabilities of today's technology.

The total cost of this equipment replacement will be approximately \$63,000. This project was not budgeted in 2019, however, can be covered by 2019 unallocated funds. The work will be performed by Avidex Industries, LLC, an AV vendor on the state purchasing contract.

It is my recommendation we proceed with the equipment replacement to continue stable and up-to-date operations of our conference room AV equipment.



SOUTH CORRECTIONAL ENTITY

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

M E M O R A N D U M

---

DATE: Thursday, August 22, 2019

TO: Executive Director Schrum

FROM: Facilities Manager Tim Paulsen

SUBJECT: **EMERGENCY / SINGLE SOURCE PURCHASE APPROVAL FOR LAUNDRY EQUIPMENT**

---

SCORE's laundry equipment has reached the end of its life and needs to be replaced immediately.

The existing laundry equipment needs to be replaced immediately. The failing equipment is experiencing continued and persistent fires, sprinkler incidents, broken belts, hot water leaks and steam release. The existing equipment is also causing damage to uniforms. I believe that the failure to immediately replace the SCORE Facility laundry equipment presents a real, immediate threat to the proper performance of the essential functions of the Facility, and any delay in making such repairs poses an immediate threat bodily injury and additional damage to property.

In addition, after conducting a good faith review of available resources, I have determined there is only one source for the replacement of the required equipment. The existing laundry equipment is manufactured by Milnor. I have determined that replacement of the existing Milnor equipment with non-Milnor equipment will require significant modifications to both the equipment and the SCORE facility. The proposed Milnor replacement equipment is exclusively available through Western State Design, the exclusive dealer for Milnor products in the Western region.

For the reasons stated herein, I am requesting the competitive bidding requirements be waived for such repairs under authority granted by RCW 39.04.280(b), both on the basis that there is an emergency, and on the basis that the purchase is clearly and legitimately limited to a single source of supply.

**RECOMMENDATION**

Authorize the purchase of three MILNOR brand washers and three MILNOR brand dryers for a total amount of \$145,000.



**PELLERIN MILNOR CORPORATION**

P.O. BOX 400, KENNER, LA 70063-0400, USA • 504.467.9591 WWW.MILNOR.COM  
FAX: SALES 504.468.3094 • ENGINEERING 504.469.1849 • SERVICE 504.469.9777

To Whom It May Concern:

This will certify that Western State Design, headquartered at 2331 Tripaldi Way, Hayward, CA 94545, is Pellerin Milnor Corporation's sole authorized dealer for our full line of laundry equipment sales and service for west coast of the United States.

Thank you for your interest in MILNOR equipment. If you should require any other additional information, please contact us.

Sincerely,

PELLERIN MILNOR CORPORATION

A handwritten signature in black ink that reads "Richard B. Kelly, Jr." with a stylized flourish at the end.

Richard B. Kelly, Jr.  
Vice President Sales & Marketing

RBK/mh



**Western State Design**

LEADING THE LAUNDRY INDUSTRY THROUGH INNOVATION

DESIGN CONSTRUCTION CONSULTING MANAGED SERVICES EQUIPMENT PARTS SERVICE

August 7, 2019

Tim Paulson  
Facilities Manager  
SCORE- South Correctional Entity  
20817 17th Avenue South  
Des Moines, WA 98198  
(206) 257-5251  
[tpaulsen@scorejail.org](mailto:tpaulsen@scorejail.org)

RE: WSD On-Premise Laundry Equipment Proposal

Dear Tim,

Following is the proposal for Milnor laundry equipment.

Western State Design is the largest distributor of commercial laundry equipment in the world.

Ongoing support to maintain your equipment and provide great customer experience is included when you select Western State Design as your partner.

Western State Design represents all leading manufacturers of laundry processing equipment engineered/fabricated within the USA. This reputation is based upon durability, reliability, powerful controls, higher performance & lower expenses. Our clients are guaranteed to get the most suitable equipment with available equipment parts and service.

We look forward to the next step.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Hall'.

Rick Hall  
Western State Design, Inc.  
(425) 214-4217 Direct  
(425) 870-0522 Cell  
[rhall@westernstatedesign.com](mailto:rhall@westernstatedesign.com)

Corporate Office  
2331 Tripaldi Way, Hayward, CA 94545 USA  
O-800.633.7153 F-510.783.9748  
[www.westernstatedesign.com](http://www.westernstatedesign.com)

LAUNDRY EQUIPMENT PROPOSAL

Qty	Model	Description	Unit Price	Total Price
3	42026V6Z	MILNOR MODEL 42026 V6Z INDUSTRIAL WASHER EXTRACTOR 140 LB MAXIMUM CAPACITY (WITH RINSAVE™ WATER CONSERVATION TECHNOLOGY); INCLUDES MILTOUCH™ CONTROLLER Contains ExtractXtract® high speed extraction technology which allows this model to safely reach up to 300 G extract. 6 liquid chemical connection points; water flushing chemical manifold system; large 42 Inch diameter cylinder with 20.85 cu. ft. volume with three large 6" ribs provides optimum washing and rinsing action thereby reduces formula time and <u>extends linen life</u> ; intermediate extract cycle <u>reduces water consumption</u> by spinning out suds prior to rinse operation; over night soak cycle; high speed extract at 600 RPM; single motor drive with inverter and self-tensioning V belt; six separate cylinder speeds; fast filling 1.25 inch water inlet valves for fast fills, 480/60/3.	\$25,601	\$76,803
3	M175	MILNOR M175 GAS DRYER, 175-LB. CAPACITY WITH MICROPROCESSOR CONTROLS, 550,000 btuh, 3,700 cfm airflow, 18" diameter exhaust vent connection, 51.2 cubic foot basket volume. REVERSING BASKET. Basket supported on four roller wheels. Poly-painted basket. Phase 7 microprocessor controls with 6 pre-programmed one touch cycles and the ability for an additional 40 pre-programs. Automatic drying controls to allow drying to an adjustable preset level. Microprocessor has anti-wrinkle capabilities, lint count monitoring, and sail switch (safety airflow switch) verification to prevent dryer from operating if switch is not in correct position. 480/60/3.	\$14,121	\$42,363

EQUIPMENT SUBTOTAL	\$119,166
FREIGHT ESTIMATE	\$6,219
*INSTALLATION ESTIMATE	\$6,000
SALES TAX @ 10.00%	\$13,139
<b>GRAND TOTAL</b>	<b>\$144,524</b>

*Approved*  
*Deon Schaefer*

**TERMS**

**LEAD TIME:** Please allow 4-6 weeks for delivery from receipt of order.

**WARRANTY:** Standard manufacturer's parts warranty, WSD Ninety (90) Days Labor Warranty.

**TERMS:** Signed WSD Sales Contract/Customer P.O., 50% Deposit upon order, Balance due prior to shipping.

**\*INSTALLATION**

\*WSD Installation Includes:

- Ship equipment direct to facility
- Remove old washers from laundry room
- Remove old dryers from the laundry room
- Move new washers into laundry room and set in place
- Level, bolt and grout to existing concrete pad
- Reconnect sewer drain from washer to building drain located to within 3 feet of new washer
- Reconnect hot and cold-water supply hoses to new washers
- Set in place dryers and connect to existing exhaust ducting within 3 feet
- Start up and test new equipment for proper operation

Exclusions from WSD Installation scope of work:

- Disconnection and re-connection of electrical from washers and dryers
- Facility to remove fencing around equipment and replace
- Permits if necessary

Free access to move equipment into the building and the laundry room is required. There are no building modifications, repairs or chemical hook-up included in the installation costs. All deliveries of equipment will be for ground level only.



Corporate Office: 2331 Trippala Way Hayward, CA 94545 USA O - 510.786.9271 F - 510.785.9748 E - info@westernstatedesign.com  
www.westernstatedesign.com

**SALES CONTRACT ADDENDUM - INSTALLATION SERVICES**

Salesperson: Rick Hall # 29  
Office: Woodinville  
Phone: 425.214.4217  
Purchaser: SCORE-South Correctional Entity  
Address: 20817 17th Ave South  
City, State, Zip: Des Moines, WA 98198  
Contact/Phone: Tim Paulsen/206.257.5251  
Email Address: tpaulsen@scorejail.org

Date: 8/15/2019  
Job #: \_\_\_\_\_  
Installation Date: \_\_\_\_\_  
Ship To: Same as Bill To  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact/Phone: Tim Paulsen/206.257.5251  
Email Address: \_\_\_\_\_

*Any services not specified in the following Scope of Services will require a written Change Order approved by the Purchaser and Seller.*

**Installation Instructions - Scope of Services:**

1. Ship equipment direct to facility	\$ 6,000.00
2. Level, anchor equipment or bases and assemble to manufacturer specifications as required	
3. If applicable, final connection hook up of equipment to existing utilities, water, compressed air, natural gas, exhaust ducting, wastewater sewer line. All required utilities including ducting and wastewater shall be routed to within 5' of the Points of Connection (POC) on the equipment.	
4. Disconnecting and removal of existing laundry equipment, if applicable	
5. Debris Removal	
6. Startup and training after hookup	
7. Includes all materials, labor, and rental equipment	
<i>The Installation bid assumes free access with no building modifications and ground floor installation only</i>	
<i>All work performed shall match existing conditions.</i>	

<b>Installation Exclusions:</b>	
1. Hazardous waste abatement or removal	
2. Any building modifications required to install the equipment including not limited to carpentry, drywall, ceiling, flooring, painting, building refinishing	
3. Modifications or rerouting utilities which exceed 5' from the Points of Connection (POC) on the equipment furnished	
4. Modifications to the building fire sprinkler system or alarm system	
5. Building permits, air quality permits, impact fees, fire inspection fees, professional engineering and architectural services	
6. General roof repairs or replacement other than patching roof penetrations required for exhaust ducting	
7. Any changes to the building HVAC system including modifications to the combustion air discharge locations or makeup air locations to meet compliance of local building code and ordinances	
8. Modifications to the existing concrete floor/slab including cutting, backfilling, framing, and refinishing. Facility to remove and replace fencing around equipment	
9. Electrical connections, building electrical modifications including but not limited to overhead lighting, i.e. wall outlets, etc.	
10. If applicable, prevailing labor rate wages and/or certified payroll reporting	

Total cost of Installation \$ 6,000.00

Installation amount is due and payable in full within ten (10) days after installation completion and prior to startup and training, unless otherwise specified.



TERMS AND CONDITIONS - READ CAREFULLY

Purchaser: SCORE-South Correctional Entity

GENERAL TERMS: It is agreed that this Sales Contract ("Contract") and any Security Agreement executed by the Purchaser contains the entire agreement between the Seller and the Purchaser, and supersedes all prior negotiations and agreements. Any understanding or representation not contained herein is expressly waived. Further, it is agreed that no statement, promise or inducement made by any party hereon, or employee, agent, or salesperson of either party hereon, which is not contained in this Contract or in the Security Agreement executed concurrently herewith, shall be valid or binding if it is made by an agent, salesperson or employee of either Seller or any authority to make any promise, inducement or representation unless the name of the individual is stated and specifically made a part of this Contract. It is expressly understood that no representative, except an officer, of the Seller has the power to modify the provisions hereof in any respect, that Seller shall not be bound by, or be liable to, Purchaser for any representation, promise or inducement made by any agent or person not employed or not set forth in this Contract, and that no modification or amendment of this document shall be binding on Seller unless such modification is stated by an authorized officer of the Seller. No course of prior dealings between the parties and no use of the trade shall be relevant to supplement, alter, or explain any term stated in this Contract. If a purchase order or other correspondence contains terms or conditions contrary to the terms and conditions contained herein, Seller's acceptance of any order shall not be construed as consent to any additional terms and conditions, nor will it constitute a waiver by Seller of any of the terms and conditions contained herein. In the event of any conflict between the terms of this Contract and any purchase order or other document prepared by Purchaser the terms of this Contract shall prevail. IT IS HEREBY AGREED AS FOLLOWS:

- 1. Purchaser hereby grants Seller a security interest in the goods and property specified in this Contract to secure performance of all the Purchaser's obligations under this Contract. Seller shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code and Purchaser authorizes the filing of a Form UCC-1 necessary to perfect this security interest. Purchaser appoints Seller as Purchaser's attorney-in-fact to prepare and file financing statements, continuation statements, statements of assignment, termination statements, and the like, as necessary to perfect, protect, preserve, or release Seller's interest in the collateral. This power of attorney shall be irrevocable and may not be revoked or canceled by Purchaser without Seller's written consent. In the event that Purchaser and Seller execute a separate Security Agreement, the terms of that agreement shall supersede and replace the terms of this Contract.
2. Delivery of the goods or property specified in this Contract shall be subject to strikes, labor disturbances, war, hostilities, insurrection, fire, accident, inability to obtain the necessary materials or labor, transportation curtailments, acts of Providence, of the Government or the public enemy, or by any law, statute, ordinance or any order, regulation, directive or recommendation of any governmental office or body acting under color of authority, or by any other cause or circumstance beyond the reasonable control of the Seller, and delay from any such cause shall excuse delivery as long as such delay is continuous.
3. All orders shall be shipped FOB point of shipment. Risk of loss and responsibility for goods shall be with Purchaser upon delivery of goods to the carrier. Seller shall be liable for any loss of or damage to goods in transit and Seller shall not be entitled to any offset or deduction of any such loss of or damage. Claims for loss of or damage to goods may be asserted by Purchaser against the carrier. Claims for loss, damage, deterioration, delay or shortage of goods in transit or in storage of the carrier shall be determined by the carrier, in writing, to Seller within twenty-four (24) hours after receipt of shipment.
4. If the Purchaser wrongfully uses to accept the equipment specified in this Contract where delivery is delayed, Purchaser agrees to pay to Seller an amount equivalent to 35% of the total sale price specified in the Contract as liquidated damages. The parties hereto agree that it is difficult to determine actual market value in such cases and an amount equal to 35% of the sale price is reasonable and proportionate to liquidated damages.
5. Purchaser hereby acknowledges that Seller is in no way connected with or recommends any third party financing institution in connection with financing, purchase or leasing of the equipment specified in this Contract. Any assistance in obtaining financing or any mention of financing arrangements for the purchase or leasing of any equipment is solely for Purchaser's information. Purchaser further agrees that Seller shall not be held as a party or liable in any litigation or dispute arising between Purchaser and a financing institution.
6. If Purchaser defaults in making any payment called for under this Contract, Purchaser agrees to pay to Seller interest at the rate of eight percent (8%) per cent per annum from the date when said payment was due until the date of the actual payment, compounded monthly, but in no event more than the maximum legal rate of interest.
7. If Purchaser defaults in making any payment or payments due under this Contract or defaults or fails to fulfill any obligation arising under this Contract, Purchaser agrees to pay to Seller, as reasonable attorney's fees, court costs and/or expenses incurred by Seller in collection of such payment or in the enforcement of this Contract.
8. Purchaser shall be responsible for providing the equipment within the subject of this Contract or as a third party. Purchaser shall provide Seller with a valid Rental Certificate, which includes a valid Seller Permit number, represents and warrants to Seller that the equipment is being purchased for resale and shall be responsible for payment of the purchase price regardless of whether or not Purchaser receives payment from the third party.
9. All permits, licenses, fees, sales taxes, use taxes and/or fees (including state, federal or other government agencies, including, but not limited to Air Quality Management Districts, Government Water Div. and Agency) are the responsibility of the Purchaser unless otherwise specified in writing in this Contract. This site shall not be conditioned on purchaser's ability to obtain such permits or licenses or pay any such taxes and fees. The sales tax rate is based upon the delivery date. The rate on page 1 of the Contract is based upon the current sales tax rate which is subject to change at any time. All other taxes shall be the responsibility of the Seller.
10. Time is of the essence of this Contract. If the delivery of the goods or property which are the subject of this Contract is delayed due to the fault of Purchaser, his agents, or employees, or through delays in construction or otherwise which are the responsibility of Purchaser or which are reasonably foreseeable by the Purchaser, Purchaser shall be obligated to pay such amount as would be due under the Contract if delivery or installation were accomplished without said delay. In the alternative, by separate written agreement, Purchaser may be allowed to defer payment until actual delivery, provided, however that Purchaser shall pay to Seller the sum of eight percent (8%) per cent per annum interest upon the amount which would have been due, compounded monthly, at delay charges, or the terms of such delay. All additional costs for allowing equipment, storage, relocation equipment, additional delivery charges or insurance resulting in the delay of the installation or delivery shall be the responsibility of the Purchaser.
11. In the event the Purchaser shall, for any reason, change the specification of the equipment provided for in this Contract, any resulting charges, additional freight costs, or other costs incurred by Seller by reason of such change, shall be paid by Purchaser. Costs incurred through delays occasioned by changes shall be reimbursed to Seller in addition to delay charges specified in Paragraph 10 above.
12. Seller warrants that the goods are as described in this Contract, but no other warranty, expressed or implied, is made by Seller with respect to the equipment to be furnished by Seller other than the manufacturer's warranty, if any. If any model or sample was shown to the Purchaser, such model or sample was used merely to illustrate the general type and quality of the goods and not to represent that the goods would necessarily conform to the model or sample. As a service, Seller furnishes manufacturer's sales brochures and other literature free of charge to customers. Seller assumes no responsibility for the content of such literature.
13. THE ONLY WARRANTIES IF ANY APPLYING TO THIS EQUIPMENT ARE THOSE GIVEN BY THE MANUFACTURER, AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION TO ANY MANUFACTURER'S WARRANTY, SELLER PROVIDES A LABOR WARRANTY FOR A PERIOD OF (NINE) (9) DAYS AFTER INSTALLATION OF THE NEW EQUIPMENT ONLY. THE WARRANTY OFFERED WILL BE NULL AND VOID IF THE EQUIPMENT IS NOT INSTALLED TO MANUFACTURER'S SPECIFICATIONS OR NOT INSTALLED WITHIN A HURDLED EIGHTY (80) DAYS OF DELIVERY TO THE PURCHASER ON A THIRD PARTY WAREHOUSE. PURCHASER SHALL NOT BE ENTITLED TO RECEIVE FROM THE SELLER ANY DAMAGES WHATSOEVER, INCLUDING OUT OF POCKET DAMAGES TO PROPERTY, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF TIME, LOSS OF PROFIT, OR LOSS OF INCOME OR DAMAGES TO PURCHASER'S LIFE OR DISTURBANCE OF LIFE OR LAUNDRY. PURCHASER HEREBY WAIVES ALL RIGHTS OF REMEDY AND RETURN OF GOODS. PURCHASER ACKNOWLEDGES THAT HE IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR PURCHASE GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH WOULD EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL ASSESSMENT IS SOLE "AS IS" WITH NO WARRANTY UNLESS EXPRESSLY SPECIFIED IN THIS CONTRACT AND SELLER AND BUYER HAVE SIGNED A SEPARATE WARRANTY ADDENDUM.
14. Purchaser shall indemnify, defend and hold Seller and each of its officers, agents and employees harmless from and against any and all losses, liability, claims and expenses (including reasonable attorney's fees and expenses) for damage to or loss of property (including Purchaser's property) or injury to or death of persons (including Purchaser, its agents, employees, licensees or invitees) directly or indirectly resulting from any cause on or about the premises where the equipment is installed or in connection with the operation of Purchaser's business, or the use of the equipment.
15. This Contract excludes any type of Work to modify any air, combustion gas, electrical, mechanical, or exhaust ducting, building HVAC, plumbing, steam, water conditions or other utilities including building modifications unless specified in writing and agreed to by Purchaser and Seller. Existing facility water may have excessive calcium, magnesium, iron, mineral, total dissolved solids (TDS), below or above 7.0 to 7.8 pH range, or any other element which affect the equipment performance and useful life. Seller shall not be responsible for any equipment failure or performance caused by the existing water conditions or damages to the equipment caused by Purchaser's laundry washing chemical or water treatment chemical.

- 16. General Provisions.
16.1. Binding Effect. This Agreement and each and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, representatives, successors and permitted assigns.
16.2. Assignment. Seller shall have the right to negotiate or assign the security interest evidenced by this Agreement and any note or other document or instrument which evidences a indebtedness secured by this Agreement, and Purchaser agrees that Seller may do so without any notice to Purchaser. In the event of any assignment or transfer of this Agreement, or any note or other debt instrument, the assignee shall automatically succeed to and be entitled to exercise the Seller's rights and remedies under this Agreement.
16.3. Purchaser may not seek, attempt or institute any of the rights and interests hereunder without the prior written consent of Seller which Seller may withhold at its sole discretion. Any attempt of assignment hereof by Purchaser without said prior written consent shall be void and of no force or effect. Seller may assign this Agreement in its sole discretion.
16.4. Amendment. This Agreement may only be amended in a writing signed by both Parties.
16.5. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate as a waiver of any other provision or any subsequent breach of the same provision hereof.
16.6. Arbitration. (a) Subject to the provisions of Section 16.7 hereof regarding provisions equitable remedies, all disputes arising under this Agreement shall be resolved by submission to binding arbitration before the Judicial Arbitration and Mediation Service ("JAMS") or any equally qualified and neutral service approved by the Parties. (b) Purchaser or Seller is unable to agree on a neutral arbitrator, Seller shall select a list of arbitrators from JAMS or the alternative of arbitration service. Purchaser (first) and then Seller will alternately strike names from the list until only one name remains (the remaining person shall be the arbitrator). Arbitration proceedings shall be held in Oakland, California or, in the event there is no facility available in Oakland, California, then at a location as closest proximity to Oakland, California. Pre-hearing discovery shall be limited by each party to two (2) depositions, one (1) set of interrogatories, not to exceed thirty (30) questions, and one set of document requests not to exceed thirty (30) questions. Additional pre-hearing discovery may only be permitted upon a showing of good cause and with leave of the arbitrator as it is the intent of the parties to resolve disputes promptly and less expensively than litigating disputes through trial courts. (c) Following the hearing the arbitrator shall issue a written opinion and award which shall be signed and dated. The arbitrator's opinion or award shall be binding on the parties and shall constitute the final and exclusive remedy for each party of the opinion. This arbitration shall only be permitted to resolve a dispute arising between the parties and shall not be used to resolve a dispute between the parties and a third party. The matter had been heard in a court of law. (d) All requests for arbitration must be made by Purchaser or Seller to be made in writing to JAMS with copies of the other party and must be received within the time period mandated by the appropriate state or federal rules that the claim has been brought in law. (e) Each party shall pay one-half of the costs of the arbitration and shall pay for its own discovery, witnesses, experts, and attorneys' fees and costs unless the arbitrator awards otherwise in accordance with Section 16.5.4.
16.7. Separate Representation/Interpretation. Purchaser acknowledges that it has had the opportunity to consult with its separate and independent counsel of its own selection in the contract to which it has desired to do so in connection with the negotiation and execution of this Agreement. Purchaser has read and understood this Agreement and agrees to be bound by, and to defend and indemnify Seller. Purchaser also agrees that this Agreement has been drafted by Seller and Seller has a role of construction or presumption against the drafter shall apply to the interpretation of this Agreement and the Agreement shall be construed according to its plain meaning.
16.8. Practical Equitable Remedies. The parties acknowledge and agree that legal damages may not be an adequate remedy for any breach or attempted breach of this Agreement and agree that provisional equitable relief, including injunctive relief, may be required in appropriate circumstances. As an exception to the arbitration procedure in Section 16.5 above, should any dispute arise concerning the provisions of this Agreement, either party shall provide the right to seek injunctive relief or restraining any breach or attempted breach of this Agreement so as to preserve the rights of the parties, in a court of law as provided in Section 16.5.4, now pending the full completion of arbitration proceedings, and appointment of an arbitrator who shall not be bound by the award or determination as a result of this arbitration award. The parties hereby waive any requirement for the securing or posting of a bond in connection with the obtaining of any injunctive relief pursuant to this Section 16.7.
16.9. Notices. Any notice to be given hereunder by either Party to the other may be affected either by personal delivery by purchase and Seller, by reputable overnight courier or by mail, registered or certified, postage prepaid with return receipt requested. Notice shall be addressed to Purchaser and Seller at the applicable address listed hereabove, but each party may change its address by written notice in accordance with this paragraph. Notices shall be deemed given upon personal delivery, one (1) day after business by overnight courier, or three (3) business days after deposit into the United States mail, as provided above.
16.10. Entire Agreement. This Agreement, together with any signed Sales Contract Addendum or Security Agreement (each of which is incorporated herein by reference), constitutes the entire agreement between the parties hereto and shall be binding on the parties hereto with respect to the subject matter hereof. Purchaser acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by Seller, or anyone acting on behalf of Seller, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement, other than written amendments made to this Agreement, shall affect, shall be valid or binding.
16.11. Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. If any part, Section, paragraph or clause of this Agreement shall be held to be invalid, void or otherwise unenforceable by a court of competent jurisdiction, the entire Agreement shall not fall on account thereof, and the balance of this Agreement shall continue in full force and effect. If any tribunal or court of appropriate jurisdiction deems any provision hereof unenforceable, said tribunal or court may declare any such provision null and void and enforce this Agreement shall then be valid and enforceable, and the parties hereto agree to be bound by and perform it as so modified.
16.12. Applicable Law/Venue/Judisdiction. Any dispute arising under this Agreement shall be governed by and resolved in accordance with the laws of the State of California, without regard to conflict of law principles. Should any proceeding or action be undertaken that is not otherwise subject to binding arbitration as set forth in Section 16.5, jurisdiction and venue shall be in the appropriate state or federal court located in Oakland, California, and each Party irrevocably consents and agrees to the jurisdiction and venue of the State and federal courts in such city.
16.13. Counterparty Electronic Signatures. This Agreement may be signed by the Parties on separate counterparts, each of which shall be deemed an original and a single instrument. The Parties agree that any signatures or initials communicated electronically or by facsimile machine and any facsimile or photocopy or electronic copy of this Agreement including counterparts shall be valid and binding.
16.14. Station/Paragraph Headers/Order. The Section, paragraph and item or heading contained in this Agreement are for the convenience of the parties only, and shall not be used for any purpose whatsoever if deemed a part of this Agreement. All terms and words used here shall be construed to include the number and letter of the text of this Agreement may result.
16.15. Attorney's Fees. In the event of any litigation, arbitration or other proceeding or other dispute (other than mediation) related to or arising as a result of this Agreement, the prevailing party shall be entitled, in addition to any other damages assessed, to its reasonable attorney's fees and other costs and expenses incurred in connection with resolving such dispute. The prevailing party shall also be entitled to recover its attorney's fees and costs against the non-prevailing party for prosecuting or defending any appeal and supplemental proceedings with the final judgment issued by the trial court and any post-judgment proceedings to collect or enforce the judgment. Any such award of attorney's fees and costs shall become part of the final award, which may be submitted to any appropriate court of law to enforce the award and to enforce the judgment.
16.16. Survival of Terms. The terms contained in this Agreement (including without limitation, the terms contained in this Section 16 which, by their terms, require their performance by either party after the expiration or other termination of this Agreement, shall be enforceable notwithstanding such expiration or other termination of this Agreement for any year or years thereafter.

PURCHASER: [Signature]
ACCEPTED:
SELLER: [Signature]

TITLE: Executive Director DATE: 8-20-19
TITLE: DATE:

RETURN ALL PAGES OF THE SIGNED CONTRACT TO 510-783-9748 OR EMAIL TO contracts@westernstatedesign.com



## SOUTH CORRECTIONAL ENTITY

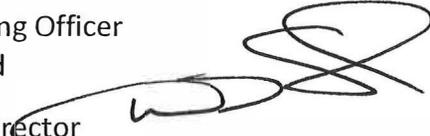
Serving the Cities of: Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac, and Tukwila

### M E M O R A N D U M

---

**DATE:** August 28, 2019

**TO:** Mayor Allan Ekberg, Presiding Officer  
SCORE Administrative Board

**FROM:** Devon Schrum, Executive Director 

**SUBJECT:** **Non-Represented Staff COLA and Benefit Adjustments**

---

Since contract negotiations were still occurring in 2019 for represented employees, non-represented staff did not receive COLA increases on January 1, 2019. In past years, the Administrative Board has extended the financial terms and other benefits of the Collective Bargaining Agreement (CBA) to non-represented employees upon execution of the CBA.

I am requesting a COLA increase of 3.5% for all non-represented positions, retroactive to the January 1, 2019, and 3.5% for 2020. I am also requesting the removal of Merit Pay by 10/1/2019 for all non-represented employees (affecting eight employees). This merit pay amount would be offset by either adding a step to their salary range or position reclassification.

In addition to Guild negotiations for hourly corrections staff, this year SCORE negotiated an initial Teamsters contract for management level corrections staff (4 Captains and 2 Lieutenants). Since benefits negotiated varied for these two groups, I am requesting that certain benefits mirror or adjust for non-represented employees, to increase consistency and equity for the organization where possible.

#### **RECOMMENDATION:**

- Provide non-represented employees a **COLA** increase of 3.5%, retroactive to **January 1, 2019** to reflect the timing of the two negotiated CBAs, and up to 3.5% for 2020.
- Removal of **Merit Pay** for non-represented employees, and latitude to adjust ranges or salaries as needed to support the removal by 10/1/2019, while continuing **random drug testing**.
- Increase the **Executive Leave** hours from 60 to 80 hours for the Operations Chief, effective immediately.
- Provide same or similar relevant **benefits** negotiated to the appropriate non-represented staff. Benefits for non-represented would be,

#### Effective 10/1/2019, and provide:

- 60 hours Management Leave for management staff
- 432 hours of PTO Maximums (excludes Directors) and an annual maximum of 40 hours Cash Out
- 900 hours of Sick Maximum rollover and hours over 900 are cashed out at yearend for all staff

#### Effective 1/1/2020, and provide:

- Mirror Educational Assistance features for all staff
- Deferred Compensation Match - 7% for Exempt staff, and 6.5% for Hourly staff

# **A G R E E M E N T**

**By and Between**

**SOUTH CORRECTIONAL ENTITY  
(SCORE)**

**And**

**Teamsters Local Union No. 117**

**Affiliated With The  
International Brotherhood of Teamsters**



**Term of Agreement**

**January 1, 2019 - December 31, 2020**

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**SOUTH CORRECTIONAL ENTITY (SCORE) JAIL  
CAPTAINS AND LIEUTENANTS' AGREEMENT**

**ARTICLE 1 – PURPOSE OF AGREEMENT**

This mutual Collective Bargaining Agreement (hereinafter referred to as the Agreement) has been entered into by the International Brotherhood of Teamsters, Local No. 117 (hereinafter referred to as the Union), and SCORE Jail (hereinafter referred to as SCORE or Employer), which may hereinafter be referred to as Parties. The purpose of this Agreement is the promotion of harmonious relations between SCORE and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other terms and conditions of employment.

**ARTICLE 2 – UNION RECOGNITION**

SCORE recognizes the Union as the sole and exclusive bargaining agent for SCORE Captains and Lieutenants.

**ARTICLE 3 – PAYROLL DEDUCTION**

3.01 Dues Deduction. SCORE agrees to honor the Union's dues deduction forms and to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed authorization submitted to SCORE, the initiation fee, and regular monthly dues. SCORE shall transmit such fees to the Union once each month on behalf of the members involved. Any employee who wishes to cancel Union membership and dues deduction must contact the Union. The Union will inform SCORE when cancellation of payroll deductions shall be effective, in accordance with the terms of the Union's dues deduction form.

3.02 Team Legal Participation. SCORE agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to SCORE, the necessary fee, assessments, and regular monthly fees to provide for Team Legal. SCORE shall transmit such fees to "Team Legal" once each month on behalf of the members involved.

3.03 Indemnification and Hold Harmless. The Union agrees to indemnify and hold harmless SCORE for any action(s) taken by SCORE pursuant to this Article.

3.04 Application of Agreement. The Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.

**ARTICLE 4 – BUSINESS REPRESENTATIVE ACCESS**

Upon no less than twenty-four (24) hours' advance notice, SCORE agrees to allow reasonable access to SCORE facilities for business representatives who have been properly authorized by the Union. Such access shall be permitted at a time and in a manner as not to interfere with the functions of SCORE. Consistent with State law, SCORE shall permit a business representative to have thirty (30) minutes at each new employee orientation to

introduce the Union and this Agreement. To the extent that the Union wishes to meet with bargaining unit employees during work hours on internal Union business or topics unrelated to the administration of this Agreement, such time shall be unpaid.

**ARTICLE 5 – BULLETIN BOARD**

A bulletin board found to be acceptable and in compliance with the needs of limited use by the Union shall be provided by SCORE. This bulletin board shall be used, maintained, and controlled by the Union. It is understood and agreed that no material shall be posted which is obscene, defamatory, or which would impair SCORE operations.

**ARTICLE 6 - RELEASE TIME FOR UNION BUSINESS**

Upon no less than thirty (30) calendar days advance written notice, the Union may request that a bargaining unit employee be granted an unpaid leave of absence for up to thirty (30) calendar days for purposes of attending to Union business. No more than one bargaining unit employee will be granted such an absence at a time. Upon receipt of such written request, the Employer will confer with Union representatives regarding such request. The decision by the Employer to deny a requested leave of absence for purposes of attending to Union business shall not be made for arbitrary and/or capricious reasons.

**ARTICLE 7 – PRESERVATION OF BARGAINING UNIT WORK**

For the purposes of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other facility, vendor, person or non-unit employee or entity unless agreed to by the Union. Notwithstanding the foregoing, bargaining unit work may be performed by non-Unit SCORE employees: (1) if of a *de minimis* nature; (2) serving in an interim or “acting” capacity; (3) in emergencies and when unit staff are not available; or (4) if delegated by unit employees.

**ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY**

SCORE and the Union shall not tolerate discrimination against any persons on grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers’ compensation use, transgender status, political beliefs, or any other protected status as guaranteed by local, state and federal laws.

**ARTICLE 9 – MANAGEMENT RIGHTS**

The Union recognizes the prerogative of the Employer to operate and manage SCORE and its affairs in all respects, in accordance with its responsibilities and the powers and authority of the Employer, subject to the terms of this Agreement. All rights, powers, discretion, authority and prerogatives possessed by the Employer prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer, except as expressly limited by this Agreement.

SOUTH CORRECTIONAL ENTITY (SCORE)

Subject to the provisions of this Agreement, the Employer reserves the right:

- a. to recruit, assign, schedule, transfer, hire, promote and train employees to the positions within SCORE;
- b. to suspend, demote, discharge or take any other disciplinary action, for cause, against employees;
- c. to establish work and performance standards;
- d. to make and enforce reasonable policies, rules, and regulations, so long as the Union received notice of, and is provided an opportunity to bargain, any changes affecting mandatory subjects of bargaining;
- e. to assign, direct and reduce the work force;
- f. to relieve employees from duties because of lack of work, lack of funds, the occurrence of conditions outside SCORE's control; or when the continuation of work would be wasteful and unproductive;
- g. to determine methods, means, work schedules, work periods and personnel necessary for SCORE's operations;
- h. to control SCORE's budget, organization, number of employees, and internal security practices;
- i. in cases of emergencies, to establish reasonable work rules, assign schedules, work shifts, work hours and take whatever actions are necessary to carry out operations, regardless of prior commitments, for the limited duration of the emergency;
- j. to determine job classifications, including modifications to job descriptions and specifications and essential job functions; to assign positions and to determine the method, materials and tools to accomplish the work;
- k. the right to establish and authorize limited light duty assignments and the conditions thereof;
- l. to introduce new or improved methods or facilities, so long as the Union receives notice of, and is provided an opportunity to bargain, any changes affecting mandatory subjects of bargaining;
- m. to control all Employer property and equipment;
- n. to require the assignment of additional duties; and
- o. to perform all other functions not limited by this Agreement.

**ARTICLE 10 – PROBATION**

The probationary period for any employee appointed to the rank of Captain or Lieutenant shall be for the twelve (12) calendar months following such appointment. The probationary period may be extended at the discretion of the Executive Director (i) if the probationary employee has been absent due to bona fide illness or other legitimate reason or (ii) by mutual agreement with the Union, to provide the probationary employee with additional time to demonstrate that he or she can satisfactorily fulfill the responsibilities of the position; provided that, any extension of the probationary period due to reason (ii) shall be limited to no longer than an additional six (6) months. If any employee fails, in the judgment of management, to satisfactorily fulfill the responsibilities of the position during the probationary period, such employee may be:

- a. Demoted to a lower classification, subject to any applicable procedures in this Agreement or any other collective bargaining agreement covering the lower classification;
- b. Discharged; or
- c. Transferred to an unrepresented position.

The Executive Director's decision to demote, discharge or transfer a probationary employee during or upon completion of the probationary period shall not be subject to challenge via the grievance procedure of this Agreement.

**ARTICLE 11 – DISCIPLINE**

11.01 The Parties agree that discipline is a command function. Decisions on disciplinary matters where discipline imposed involves discharge, suspension, demotion or written reprimands shall be subject to the grievance procedure, however written reprimands may not be pursued to arbitration.

**ARTICLE 12 – REDUCTION IN FORCE & RECALL**

12.01 Selection Criteria for Lay Off or Reduction in Rank. SCORE may lay off Captains and Lieutenants under this Agreement, or may reduce them in rank, when SCORE implements a reduction in force. The decision on whether to lay off bargaining unit employees or to reduce them in rank due to a reduction in force shall be in SCORE's discretion. A Captain or Lieutenant reduced in rank under the provisions of this Article shall return to his/her previously held seniority position. Selection for reduction in rank shall be made on the basis of Seniority as defined in Article 13.

12.02 Recall or Restoration of Rank. For up to twelve (12) months following lay off or demotion under this Article 12, employees who are laid off, or reduced in rank, shall receive first consideration for recall or promotion to subsequent vacancies in their former position. Order of recall or restoration of rank shall be by seniority.

12.03 Notice. In the event of a reduction in force, written notice shall be provided to each employee scheduled for layoff or reduction in rank at least fourteen (14) calendar days prior to such action.

12.04 Limitation on Reduction in Force Application. The provisions of this Article shall be applied in good faith to bona fide situations where a reduction in force is required. This Article shall not be applied to provide an easy solution for dealing with employees who are unsatisfactory performers.

### **ARTICLE 13 – SENIORITY**

13.01 Seniority Applicability. Seniority applications under this Agreement shall be limited to the following:

- a. The provisions of Article 12, Reduction in Force, Recall & Seniority.
- b. Preference for scheduling of vacations and holidays.
- c. Assignment bidding.

Establishment of seniority in connection with reduction in force and restoration of rank as provided in Article 10, shall be based on the date of rank as a permanent Captain or Lieutenant.

Establishment of seniority for vacation and holiday scheduling preference shall be based on the permanent date of promotion to the rank of Captain or Lieutenant. Any time spent as a temporary or Acting Captain or Lieutenant shall not be considered for purposes of establishing seniority within rank. When more than one (1) employee is promoted to Captain or Lieutenant on the same date, the person with the most seniority from the previous rank will be used as the tiebreak.

13.02 Seniority Bidding and Assignment. Assignment bids, days off, and vacation scheduling shall be controlled by classification seniority with the senior person having preference.

In addition to the annual assignment bid process, SCORE will endeavor to make all assignment changes no more than two (2) times per year.

### **ARTICLE 14 – JURY DUTY & HEARING APPEARANCES**

14.01 Jury Duty –Compensation. When an employee is called for and serves on jury duty, that employee shall, during such service period, receive full regular compensation from SCORE (excluding travel, meals, or other expenses), less any compensation received from the Court for such service, for up to two (2) calendar weeks. SCORE compensation for service on jury duty only applies to absence from regularly scheduled work hours. Employees shall forward their jury duty compensation paid by the court to SCORE's payroll section upon return from jury duty and receipt of the compensation paid by the court. Hours compensated for jury duty service will be paid at the straight time rate.

14.02 Jury Duty - Hours of Work. For the period of jury duty service, the Captain or Lieutenant shall be assigned to a Monday through Friday workweek on day shift schedule. Captains and Lieutenants that are released prior to the end of his/her scheduled hours on any day shall call in to work and return if required. Upon final release from jury duty, the Captain or Lieutenant will return to his or her regular schedule in such a way as to permit an uninterrupted continuation of compensation, and the maximum amount of work availability for SCORE; provided, that no Captain or Lieutenant regularly scheduled to work night shift shall be required to work on the night shift immediately following the conclusion of jury duty.

14.03 Court/Administrative Hearing Appearances on behalf of SCORE

- A. Subpoenas Required. This Section shall only apply to a Captain or Lieutenant's appearance to court and/or other administrative hearings in connection with their employment with SCORE, subject to the Captain or Lieutenant's submission of a valid subpoena, issued by the court or administrative agency, provided to SCORE.
- B. Grievances and Arbitrations Excluded. This Section shall not be construed to include either grievances or arbitrations as defined in Article 28 of this Agreement.
- C. Appearances during Vacation. When an in-person appearance commences on an employee's scheduled vacation day, the employee shall be placed on regular, straight-time pay status and compensated for a full workday, regardless of the time spent on the appearance, if the Captain or Lieutenant is in the local area. In addition, the employee shall have the vacation day restored which was lost due to the appearance.

**ARTICLE 15 – BEREAVEMENT LEAVE**

15.01 Eligibility; Hours. Employees who have been employed for thirty (30) or more days of uninterrupted service, and who have suffered the loss by death of a member of their immediate family, as defined in this Article, shall be eligible to receive up to three (3) daily shifts of leave per bereavement. Time off for these days shall be noted as Bereavement Leave and shall not affect PTO or Sick Leave hours. Upon advance request, the Executive Director may grant non-precedent setting exceptions, including use of PTO for out of state travel.

15.02 Immediate Family Defined. For purposes of Bereavement Leave, "immediate family" consists of spouse, registered domestic partner, son, daughter, stepchildren, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother, stepmother, mother-in-law, father, stepfather, father-in-law, grandparents, grandchildren of the employee, or legal guardian, or any other person living full time with and dependent upon the employee. Request to use Bereavement Leave for the death of an individual outside of the immediate family is subject to approval by the Executive Director.

15.03 Use of Sick Leave. Following use of Bereavement Leave, in case of death of an employee's spouse, domestic partner, or child, an employee may take up to two (2) weeks additional time off utilizing their sick leave.

**ARTICLE 16 – HOURS OF WORK**

16.01 Daily Schedule and Days Off for Captains

Work assignments and work schedules for Captains will be as follows:

A Side Operations Captain  
B Side Operations Captain  
Logistics Captain  
Compliance Captain

The schedule for the A and B Operations Captains shall be three (3) consecutive days on duty followed by three (3) consecutive days off duty. The A Captain shall be assigned administrative oversight of A Side Operations, and policy and procedures as they pertain to Booking. The B Captain will be assigned administrative oversight of B Side operations, and policy and procedures as they pertain to Housing. The A and B Operations Captains' daily work schedule will generally be 12-hour shifts which overlap the day/night shift crews during their rotation. The Operations Captains' schedule is flexible and may be adjusted as necessary.

The schedule for the Logistics and Compliance Captains will generally be four (4) ten (10) hour shifts either Monday through Thursday or Tuesday through Friday. The Logistics Captain will be assigned administrative oversight of Court, Classifications, operating supplies, inventory control, quartermaster, and fleet maintenance. The Logistics Captain will generally work from 0600 to 1600. The Compliance Captain will be assigned administrative oversight of PREA, training, evidence, inmate Property Room, security optimization, policies and procedures (as they pertain to safety, security and emergency response), and accreditation. The compliance Captain will generally work from 0900 to 1900.

The Operations Captains will be responsible for all facility operations during both day shift and night shift during their assigned work rotation (A Side or B Side, respectively). When the Operations Captain is not on duty, they will remain on-call until they return for their following shift, or until the conclusion of their respective side's work rotation. Operations Captains will receive additional compensation as outlined in Appendix A of this Agreement. When an Operations Captain is not available (on vacation, sick, off-site training, etc.), the Operations Chief and/or the Executive Director will cover his or her on-call responsibilities.

The process for the selection of Captain assignments (as outlined above) will be based on seniority within the Captain classification, and will be bid annually. Captains will report to the Operations Chief and remain FLSA exempt.

16.02 Daily Schedule and Days off for Lieutenants

## SOUTH CORRECTIONAL ENTITY (SCORE)

The SCORE Programs Lieutenant will have administrative oversight of Programs and inmate grievances. The Programs Lieutenant's work schedule will generally be five (5) eight (8) hour shifts Monday through Friday between the hours of 0630 to 1430.

The Investigative Lieutenant will be assigned as the internal investigations, audits, and inspections investigator. The Investigative Lieutenant's work schedule will generally be four (4) ten (10) hour shifts Monday through Thursday between the hours of 0600 and 1600.

The process for the selection of Lieutenant Assignments (as outlined above) will be based on seniority within the Lieutenant classification and will be bid annually. Lieutenants will report to the Executive Director and remain FLSA exempt.

16.03 Temporary Modifications to Schedule. Management may require, or Captains/Lieutenants may request, temporary modifications to their normally scheduled work week or normal hours of work for the purposes of maintaining necessary and desirable familiarity with all SCORE personnel and their duties and responsibilities.

### ARTICLE 17 – VACATION/PTO

Annual vacation, or Personal Time Off (PTO), with pay shall be granted to all employees on the following basis:

17.01 Scheduling of Vacation Leave. Seniority shall be considered in accordance with departmental procedures when scheduling PTO, subject to the limitation that no more than one (1) Captain or Lieutenant per assignment may be off at any time on bid or non-bid PTO; however, management may authorize variances to this limitation on a case-by-case basis.

17.02 Avoiding Forfeiture; PTO Cash-Out. PTO leave accumulation shall be limited to four hundred thirty-two (432) hours of accrual at any time. Each employee shall have the option to cash out up to forty (40) hours of accrued but unused PTO on an annual basis, provided that the employee has accrued at least three hundred twenty-four (324) hours (75% of the 432-hour maximum accrual) at the time of request to cash out. Eligible employees may exercise their option during one of two window periods. An employee wishing to cash out PTO must notify SCORE between March 25 and April 1 (first window) or between October 25 and November 1 (second window). SCORE anticipates that payment will be included in the employee's first paycheck for the month following the request (May or December), subject to regular deductions and withholdings. SCORE will deduct from PTO banks at the time of payment.

Employees shall be responsible for scheduling and taking annual leave in order to avoid any forfeiture of PTO leave.

This Section may be subject to modification to meet legal requirements in the event of further changes in State Law.

17.03 PTO Rates of Accrual. Employees who have been in a paid status for at least one-half their scheduled hours in any given pay period shall accrue PTO hours in accordance with the following schedule. Years of service will be computed based on the employee's total

SOUTH CORRECTIONAL ENTITY (SCORE)

length of qualified service for SCORE; provided that for employees in the bargaining unit at the time of execution of this Agreement, SCORE shall use the employee's total length of qualified service in the Corrections or other Law Enforcement field.

Years of Service	Monthly Rate	Yearly Rate
0 - 5 years	16 hrs.	192 hrs.
>5-10 years	20 hrs.	240 hrs.
>10-15 years	22 hrs.	264 hrs.
>15-20 years	24 hrs.	288 hrs.
>20 + years	26 hrs.	312 hrs.

17.04 Payment for PTO Leave at Termination. Upon termination of employment, regular permanent employees shall receive a lump sum payment in lieu of one-hundred percent (100%) of accrued, unused vacation leave, based on limitations stated above and as further limited by this Section. Pay for unused vacation leave shall be computed through the last day of employment. Upon the death of an employee in active military service, pay will be allowed for any accrued, unused PTO earned to their designated beneficiary. This Section may be subject to modification to meet legal requirements in the event of further changes in State Law.

17.05 Scheduled to Work During PTO Leave. Employees who are called-in to work while on their scheduled PTO leave shall be placed on regular, straight-time pay status and compensated for a full day's pay, regardless of the time spent working. In addition, they shall have the PTO leave day restored for the entire day, which was lost due to being called into work. SCORE may require an employee called back to work under this provision to work his or her full shift once called in.

17.06 Use For Family Emergency. In the event of a bona fide family emergency at the Executive Director's discretion, the Executive Director or his/her designee can permit an employee to take time off with PTO leave applied as compensation.

**ARTICLE 18 – COMPENSATION FOR TRAVEL TIME**

18.01 Procedure. The Parties recognize the federal and state audit requirements, and hereby agree to comply with SCORE's accounting and procurement policies relating to, among other things, reimbursement of work-related mileage, reasonable out-of-pocket expenses, proof of expenditures, reporting and audit requirements, travel authorizations, and use of a SCORE credit card.

18.02 Mileage for Private Vehicle Travel. When travel by an employee's private vehicle is required and authorized by the Executive Director or his/her designee, such travel shall be reimbursed in accordance with the mileage reimbursement schedule as approved by the King County Mileage Rate. However, at no time shall the amount be less than the IRS-approved mileage rate. Requests for mileage shall be submitted according to SCORE policy.

**ARTICLE 19 – UNIFORM AND EQUIPMENT**

19.01 Uniforms and Equipment Provided. SCORE shall provide uniforms and equipment in accordance with requirements as established by the Executive Director.

19.02 Damage Reimbursement. Limited to three hundred dollars (\$300.00) per year, reasonable reimbursement shall be provided for repair or replacement of eyeglasses, watches, or hearing aids which may be broken, damaged or lost as a result of work-related activities, where no employee negligence is involved. This benefit applies only in situations where the benefits are not covered under Teamsters Health and Welfare Plans or other benefits.

**ARTICLE 20 – BENEFITS**

SCORE agrees to provide the following benefits:

- (a) PSERS participation.
- (b) Unemployment compensation benefits under the Washington State Employment Security Act.
- (c) On-site locker room, gym and lunchroom facilities.
- (d) Washington State Workers' Compensation.
- (e) Educational assistance for employees. It is agreed that if funds are not available from other sources, such as special Federal or State programs, with the advance approval of the Executive Director, SCORE shall provide reimbursement limited to job related educational curricula, to be determined at SCORE's sole discretion, on the following basis:
  - (1) For employees engaged in continuing education at accredited institutions to obtain a Bachelor of Science degree in criminal justice or closely-aligned field or equivalent degree, fifty percent (50%) of tuition costs up to a maximum of three thousand dollars (\$3,000.00) per individual per year following one (1) year of continuous employment. Payment will be made upon evidence of satisfactory completion (defined as achieving a C-grade or better) and will cover tuition fees only. Reimbursement may be applied for following each semester. However, if the employee voluntarily resigns (for other than medical reasons), retires, or is terminated for cause in less than two (2) years after completion of the continuing education classes, the employee shall reimburse SCORE in full
  - (2) For courses or seminars initiated for an individual employee at the direction of the Executive Director, reimbursement shall be provided for the entire costs of such instruction. Reimbursement shall include amounts to cover tuition, books, and miscellaneous instructional fees.

(3) Employees who seek educational assistance shall be required to sign an Educational Assistance for Employee Agreement, provided by SCORE.

(f) Sixty (60) hours of Management Leave.

Management leave may be used for any reason and must be used in full-day increments. Management leave must be used in the calendar year for which it is granted and shall not be carried into the next calendar year or cashed out.

(g) Deferred Compensation.

SCORE shall match contributions made to its voluntary deferred compensation program of up to seven percent (7%) of the employee's base salary. This employer contribution is fully vested after five (5) years of employment with SCORE. SCORE may establish procedures and forms necessary to efficiently implement and maintain this program, and reasonable restrictions upon an employee's ability to change his/her contribution level during a calendar year.

#### **ARTICLE 21 – LEAVE WITHOUT PAY**

21.01 Eligibility; Procedure. After one (1) years' service, an employee, after first exhausting all unused, accrued PTO, shall be eligible for a leave of absence without pay not to exceed four (4) weeks. Requests for such leaves shall be submitted in writing to the Executive Director for approval thirty (30) days in advance of the leave time period and shall be granted in the Executive Director's sole discretion. In emergency situations, the notification may be waived at the sole discretion of the Executive Director. The Executive Director shall have the sole discretion to appoint personnel to replace an employee on an unpaid leave of absence.

21.02 Considerations. Leave approval considerations shall include:

- (a) The purpose and length of requested leave;
- (b) The employee's length of service;
- (d) Employee past performance and attendance; and
- (e) In establishing the priority for such leaves, mutual benefit to SCORE shall also be a consideration.

21.03 Extensions. In the event of special conditions, such as family emergencies, leaves of absence may be extended beyond four (4) weeks with the approval of SCORE's Executive Director. An employee shall suffer no loss of seniority for time spent on approved leave of absence of four (4) weeks or less.

21.04 Not For Alternate Employment. Under normal conditions, leaves of absence shall not be granted for the purpose of seeking or engaging in other employment. Any exception to this provision shall be at the sole discretion of the Executive Director.

21.05 Impact on Accruals. Accrued benefits (e.g., sick leave and PTO) will be credited to the employee only when an employee has been in a paid status for at least one half of their scheduled hours during a single pay period; otherwise, employees will not accrue benefit hours during an unpaid leave of absence.

21.06 FMLA/FCA/PFML/WSSL. Employees shall be eligible for family leave pursuant to the Family and Medical Leave Act (FMLA), Washington Paid Family and Medical Leave Act (PFML), Washington Family Care Act (FCA), Washington Safe and Sick Leave Act (WSSL) and SCORE policies relating to the FMLA, PFML, FCA and WSSL.

## ARTICLE 22 – SICK LEAVE

22.01 Rate of Accrual. New, regular, permanent, full-time employees shall be granted twenty-four (24) hours of paid sick leave. Upon completion of the third (3<sup>rd</sup>) month of employment, employees will be granted an additional twenty-four (24) hours of paid sick leave. Upon completion of the sixth (6<sup>th</sup>) month of employment, employees shall accrue sick leave on an hourly basis equivalent to a rate of up to four (4) hours per pay period. Regular, permanent part-time employees shall accrue prorated sick leave based on time worked on less than full-time schedules based on Washington State guidelines.

22.02 Use of Sick Leave. Sick leave will be used only in instances of (1) the employee's or his or her qualified Family Member's injury, illness, health condition or medical appointment, (2) qualifying health-related closures of workplaces or schools mandated by the government, or (3) reasons enumerated under the domestic violence leave act, chapter 49.76 RCW. The Executive Director may request a physician's statement to justify use of sick leave of more than three consecutive days and/or to determine that an employee's return from absence due to illness or injury is sanctioned by the attending physician, to the extent provided by law. Family medical and care leave will be administered in accordance with current Federal and State laws, and applicable SCORE policies.

22.03 No Combined Effect. In no case shall the combined effect of sick leave and/or other benefits be applied so that compensation exceeds the employee's normal rate of pay.

22.04 Annual Carry Over of Sick Leave. An employee may carry over a maximum of nine hundred (900) hours of accrued, unused sick leave from December 31 of the current calendar year to January 1 of the following calendar year. On January 1, any accrued, unused sick leave above and beyond nine hundred (900) hours may be cashed out for current employees at the employee's hourly base rate of pay. Under no circumstances will SCORE cash out accrued, unused sick leave for terminated employees.

22.05 Shared Leave. The Parties agree to adopt a Shared Leave Program under the terms and conditions set forth in applicable SCORE policies covering shared leave of salaried employees.

- (a) Purpose: The Shared Leave Program enables employees to donate accrued PTO leave to fellow employees who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illnesses. Implementation of the program for any individual employee is subject to

agreement by the Employer, and the availability of shared leave from other employees. The Employer's decisions in implementing and administering the shared leave program shall be reasonable.

- (b) Participation: Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated or financially induced into donating leave for purposes of this program.

### **ARTICLE 23 – LIFE INSURANCE & LONG TERM DISABILITY**

23.01 Life Insurance - SCORE agrees to provide life insurance in an amount which insures each eligible employee shall be covered for an amount of life insurance equal to forty percent (40%) of his/her total annualized pay rate, based upon the employee's classification.

23.02 The Employer shall provide long term disability insurance to covered employees at no cost to the employee.

### **ARTICLE 24 – TEAMSTERS HEALTH AND WELFARE PROGRAMS**

24.01 SCORE agrees to provide and maintain the health and welfare benefits listed in Sections 24.02 and 24.03 for all active employees working under the jurisdiction of said Union for not less than eighty (80) hours employment in the previous month which includes all compensable time. In the event of a duty-disability covered under Article 23, the hours requirement shall not apply.

24.02 Effective January 1, 2020 (based on December 2019 hours), and each month thereafter during the period this Agreement is in effect, SCORE agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for each employee who received compensation for eighty (80) hours or more in the previous month the following:

- a. Health & Welfare - Contribute the sum of \$1,444.40 per month for benefits under the "PLAN A" (price includes an addition of \$11.40 for the additional 9 month waiver, from the base price of the plan and \$18.00 for domestic partner coverage).
- b. Dental - Contribute the sum of \$132.70 per month for benefits under the "PLAN A" (price includes an addition of \$2.20 for domestic partner coverage).
- c. Vision - Contribute the sum of \$17.30 per month for continued benefits under the "EXTENDED BENEFITS" (price includes an addition of \$0.20 for domestic partner coverage).

24.03 Retiree's Welfare Trust- Contribute the following for continued benefits under the "RWT-PLUS XL PLAN", and SCORE shall pay the following each month on behalf of each covered employee, one hundred twenty-five dollars (\$125.00) to be paid by SCORE and fifty dollars (\$50.00) to be paid by each covered employee through payroll deduction:

Effective January 1, 2020                      \$175.00

24.04 Maintenance of Plans. The Trustees may modify benefits or eligibility of any plan for the purposes of cost containment, cost management, or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees during the life of this Agreement, SCORE shall pay fifty percent (50%) of any such premium increases as determined by the Trustees, with covered employees paying the remaining fifty percent (50%) of any such premium increases through payroll deduction.

#### **ARTICLE 25 – PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS**

25.01 No Right to Strike. Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform assigned duties to the best of his/her ability. The Union agrees that it will not condone or cause any strike, slowdown, mass sick call, or any other form of work stoppage or interference with the normal operation of SCORE.

25.02 No Lockouts. SCORE agrees that there shall be no lockouts.

#### **ARTICLE 26 – SAVINGS CLAUSE**

If any Article of this Agreement or any Appendix hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Appendix should be restrained by such tribunal, the remainder of this Agreement and Appendices shall not be affected thereby, and the Parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

#### **ARTICLE 27 – GRIEVANCE PROCEDURE**

27.01 Grievance Defined. Any dispute regarding the interpretation or application of this Agreement shall be regarded as a grievance and shall be subject to the terms of this grievance procedure.

27.02 Time Limits. All grievances shall be presented within twenty (20) days of the occurrence or the date the employee actually knew or reasonably should have known of the occurrence, whichever is later. This time limit and the other time limits set forth in this Article may be extended by mutual agreement of the Employer and the Union. All references to time in this Article shall be to calendar days.

27.03 Informal Resolution. The Parties acknowledge that every effort should be made by the employee(s) and the supervisor(s) to resolve issues prior to initiating grievance procedures.

27.04 Grievance Procedure.

### STEP 1

The affected employee shall present the grievance in writing to the Operations Chief. If the Operations Chief or his/her designee and the grievant are unable to arrive at a satisfactory settlement, the Operations Chief (or designee) will issue a written response to the employee, with a copy to the Union's Business Representative. The response shall be issued no later than ten (10) days after the date the grievance was initially filed. The Union may refer the grievance to Step 2 within ten (10) days of receipt of the Operations Chief's response, or the date the response was due.

### STEP 2

Initiation of Step 2. The Union's Business Representative shall present the grievance in writing to the Executive Director or the Executive Director's designee. The written grievance shall contain a statement of the relevant facts, the section(s) of the Agreement allegedly violated, and the remedy that is sought.

Class Grievances. With respect to issues affecting more than one (1) Captain or Lieutenant, the Union may elect to file a grievance at Step 2 without the need for the individual Captain or Lieutenant to file the grievance at Step 1. The twenty (20) day time limit referenced in Section 27.02, as well as the other requirements of this Article, shall be applicable to such filing.

Step 2 Meeting. Within fourteen (14) days after the initiation of Step 2, the Union's Business Representative and the Executive Director shall meet to discuss possible resolution of the grievance. If the Parties are unable to arrive at a satisfactory settlement, the Executive Director will issue a written response to the Union's Business Representative within ten (10) days of the meeting. The Union may refer the grievance to Step 3 within ten (10) days of receipt of the response or the date the response was due. If the parties mutually agree to waive the Step 3 Board of Adjustment process, the Union may refer the grievance to Step 4 within ten (10) days of receipt of the Step 2 response or the date the response was due.

### STEP 3

Initiation of Step 3. The Union shall notify the Executive Director and SCORE's Labor Relations Representative or SCORE shall notify the Union, in writing, of its desire to move the matter to a Board of Adjustment.

Board of Adjustment. The Parties shall schedule a Board of Adjustment hearing which shall be heard no later than twenty (20) days after the initiation of Step 3. The purpose of the hearing is to evaluate all known facts relating to the grievance in order to determine an appropriate resolution. SCORE's Labor Relations Representative, the Executive Director, and two (2) Union Representatives shall be present, and both sides shall have an opportunity to present all information that they have relating to the grievance. If the Parties are unable to arrive at a settlement, or if the Board of Adjustment hearing is not held within twenty (20) days after initiation of Step 3, the Union may refer the matter to Step 4 within ten (10) days following the hearing. The Parties may mutually agree to waive the Step 3 process.

#### STEP 4 – ARBITRATION

Initiation of Step 4. The Union or SCORE initiates Step 4 by filing a written request with the other party, specifying the issue(s) to be arbitrated.

Selecting an Arbitrator. SCORE and the Union mutually agree that either Party to this Agreement may apply to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) persons who are qualified and available to serve as arbitrators for the dispute involved. Within ten (10) days of receipt of the FMCS list, the Parties will jointly select an arbitrator from the list by alternately striking one (1) arbitrator on the list until the final remaining arbitrator is selected as the arbitrator for the particular hearing. The Parties shall determine first initiative through a coin flip.

The Hearing. The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted to him/her for arbitration, and shall not have the authority to determine any other issues not so submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Union, and SCORE. The fees and expenses of the arbitrator shall be equally split between the Parties; otherwise, each Party shall pay its own fees, expenses, and costs, including attorney fees, witness compensation, and transcript requests.

#### ARTICLE 28 – LABOR MANAGEMENT COMMITTEE

28.01 Members. There shall be a Labor Management Committee consisting of the Union business representative, one covered employee named by the Union and two SCORE representatives named by the Executive Director. The Parties may mutually agree to bring in additional persons with expertise in the matters being discussed.

28.02 Requests; Discussion. The Labor Management Committee shall meet at the request of the Union or SCORE and shall consider and discuss matters of mutual concern pertaining to the improvement of SCORE and the safety and welfare of the employees; provided that, the Labor Management Committee shall not meet more than four (4) times in a given calendar year. These matters may include issues of development, committee membership, special team/unit assignments, testing, et cetera.

28.03 Purpose. The purpose of the Labor Management Committee is to deal with matters of general concern to members of SCORE as opposed to individual complaints of employees; provided, however, it is understood that the Labor Management Committee shall function in a communications and consultative capacity. Accordingly, the Labor Management Committee will not discuss grievances properly the subject of the grievance procedure, except to the extent that such discussion may be useful in suggesting improved SCORE policies. Either the Union representatives or SCORE representatives may initiate discussion of any subject of a general nature affecting the operations of SCORE or its employees.

**ARTICLE 29 - APPENDICES**

By reference herein, the Appendices listed below are hereby made part of this Agreement and do not require individual Employer-Union signature.

1. Appendix A – Pay Rates
2. Appendix B – SCORE Captains and Lieutenants Bill of Rights
3. Appendix C – Drug and Alcohol Testing

**ARTICLE 30 – RE-EMPLOYMENT RIGHTS**

30.01 Hiring Preference. An employee who was not on probation and was in good standing at the time of voluntary separation (excluding retirement) from SCORE will be entitled to interview with SCORE if application is made within one (1) year from the date of separation from SCORE. The Executive Director retains the sole discretion to make hiring decisions in connection with the former employee.

30.02 Eligibility. To receive hiring preference, the application is subject to the following requirements:

- (a) The application request must be for the classifications which the employee held at the time of voluntary separation; and
- (b) An opening for that classification does not have to exist at the time of request, but if no opening for the position occurs within the twelve (12) month period, then this offer is void and any pending requests will become ineligible; and
- (c) The ultimate determination of whether the employee will be rehired will be made by SCORE; and
- (d) SCORE may require any investigation it deems necessary before the application is approved for reinstatement; and
- (e) At the discretion of the Executive Director, a background investigation, polygraph examination, and medical examination may be conducted for the period of absence during the first ninety (90) days. After ninety (90) days, the background investigation, polygraph examination, and a medical will be mandatory. A drug screen test will be administered regardless of the time away from SCORE.

**ARTICLE 31 – ENTIRE AGREEMENT**

31.01 The failure of the Union or SCORE to enforce any of the provisions of this Agreement or to exercise any rights granted or reserved to it by law shall not be deemed a waiver of such right or a waiver of authority to exercise any such right in some other way not in conflict with this Agreement.

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

31.03 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement.

**ARTICLE 32 – TERM OF AGREEMENT: JANUARY 1, 2019 TO DECEMBER 31, 2020**

Wage rate effective dates and differentials shall be as provided for in Appendix A.

All other conditions shall be effective on the date the Agreement is signed or as otherwise identified in this Agreement. All provisions of this Agreement shall extend from the effective date to December 31, 2020. The Agreement may be opened to negotiate a successor Agreement by either party giving notice in writing not later than sixty (60) days prior to the expiration date.

**FOR SOUTH CORRECTIONAL  
ENTITY (SCORE)**

**TEAMSTERS LOCAL UNION  
NO. 117/IBT**

\_\_\_\_\_  
**ALLAN EKBERG**  
Presiding Officer, SCORE  
Administrative Board

\_\_\_\_\_  
**JOHN SCEARCY**  
Secretary-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
8/21/19  
Date

\_\_\_\_\_  
**DEVON SCHRUM**  
Executive Director, SCORE

\_\_\_\_\_  
Date

**APPENDIX A**  
**PAY RATES**

**1. CAPTAINS AND LIEUTENANTS' PAY SCHEDULES**

Effective January 1, 2019, base salaries shall be as follows:

	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Captain	\$111,591.79	\$117,206.13	\$123,145.98	\$129,353.74	\$135,900.54
Lieutenant	\$108,853.26	\$114,356.53			

Effective January 1, 2020, base salaries shall be increased by 3.5%.

Captains and Lieutenants will progress to the next step on the salary range on the anniversary of their start date (new hire or promotion) in their current positions.

**2. SPECIALTY PAY**

Operations Captains shall receive a five point two four percent (5.24%) specialty pay above the employee's base rate of pay for all compensable hours, effective as of February 1, 2019.

**3. PAYROLL**

- A. Payroll Periods/Payroll Errors. All employees covered by this Agreement will receive semi-monthly pay. No deductions shall be made from paychecks without the written consent of the employee, except as provided by federal, state, or municipal law. SCORE agrees that if there is a payroll error resulting in an employee being owed money, SCORE will include the pay correction on the employee's next regular paycheck.
- B. Mandatory Direct Deposit. As a condition of continued employment, all employees are required to participate in SCORE's direct deposit program for payroll purposes.

**APPENDIX B**  
**CAPTAINS AND LIEUTENANTS' BILL OF RIGHTS**

All employees within the bargaining unit shall be entitled to protection of what shall hereafter be termed as the "Captains and Lieutenants' Bill of Rights". The wide ranging powers and duties given to SCORE and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by representatives designated by the Executive Director of SCORE. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

- A. The Captains and Lieutenants covered by this Agreement do not waive nor will they be deprived of any of their Constitutional or Civil Rights guaranteed by the Federal and State Constitution and Laws, afforded any citizen of the United States.
- B. The following procedures shall apply to all administrative (i.e., non-criminal) investigations of misconduct, which if proved could reasonably lead to a suspension without pay or termination for that Captain or Lieutenant. In such cases, the employee shall be informed in writing of the nature of the investigation and whether the employee is a witness or subject of the investigation.
- C. If an employee is a subject of the investigation, prior to an investigative interview, SCORE shall provide the employee with that information necessary to reasonably apprise the employee of the allegations of such complaint. Except in unusual situations, this information shall include the name of the complaining party.
- D. Any interview of an employee shall be at a reasonable hour.
- E. The interview (which shall not violate the employee's constitutional rights) shall take place at a SCORE facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with a representative of the Union before being interviewed.  
  
A representative of the Union may be present during the interview, but may not participate in the interview except to counsel the employee.
- F. The interview shall not be overly long and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.
- G. The employee shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer, or other disciplinary punishment

SOUTH CORRECTIONAL ENTITY (SCORE)

as a guise to attempt to obtain his/her resignation. No promises or awards shall be made as an inducement to answer questions.

- H. SCORE will comply with any applicable state or federal restrictions that prohibit the use of a lie detector or similar tests as a condition of continued employment.
- I. An employee shall be permitted to read any material affecting his/her employment before such material is placed in the employee's personnel file, and an employee shall be allowed to rebut in writing material placed in his/her personnel file. Such written rebuttal shall also be included in the employee's personnel file.
- J. SCORE will notify a Captain or Lieutenant who is the subject of an ongoing criminal investigation prior to providing written materials to the prosecutor's office regarding the internal investigation, unless to do so would jeopardize an ongoing criminal investigation.

APPENDIX C

DRUG AND ALCOHOL TESTING

**Section A. Mandatory Testing Program**

The Employer considers its employees its most valuable asset. The Employer and Union share concern for the safety, health and well-being of SCORE members. This community and all SCORE employees have the absolute right to expect persons employed by the Employer will be free from the effects of drugs and alcohol. It is with this purpose in mind that the Employer has adopted a mandatory drug testing program. SCORE may test employees (i) on a random basis, (ii) following an incident or event involving property damage, injury or safety risk, or (iii) when SCORE has reasonable suspicion that an employee may be violating this policy.

**Section B. Drug & Alcohol Tests Performed**

1. Drug and alcohol\* tests shall be performed by a HHS certified laboratory or hospital or clinic certified by the State of Washington to perform such tests. (\* Initial alcohol testing may be performed by a Certified Breath Alcohol Technician or any other person approved to operate an Evidentiary Breath Testing device.)
2. Illegal Drug use Prohibited
  - a. Employees shall only use drugs that are legally prescribed to them by a licensed health care practitioner or purchased over the counter.
  - b. Illegal drugs are those whose use is prohibited under state or federal law.
3. Intoxicants –Employees shall not consume intoxicants when on duty. This includes during any break or meal period whether in or out of uniform.
  - a. Employees shall not report to work or for duty with the odor of intoxicants on their breath or under the influence of intoxicants or under the influence of any controlled substance that may interfere with the employee's ability to perform their job.
    - i. All breaks are considered on duty time for purposes of this policy.
    - ii. Any supervisor who reasonably believes that an employee is under the influence of intoxicants shall make a report to SCORE's Executive Director, Director of Operations, or their designee.
    - iii. Any employee who believes medication may affect their ability to perform any element of their job must report such concern immediately to their supervisor. The employee will not be asked or required to reveal the particulars of any medication they are taking or an underlying medical condition.
  - b. The Employee Assistance Program is available to employees who want or need help in controlling their use of drugs or alcohol.

#### 4. Drug Testing

- a. An initial drug screen shall be performed using Immunoassay (IA) method.
- b. Any positive results on the initial drug-screening list may be confirmed, per Section 6.b below, through use of Gas Chromatography/Mass Spectrometry.
- c. The drug panel and cut off standards shall be as defined by 49 CFR part 40 which sets forth the procedures for drug testing in the Agency of Transportation (DOT).
- d. Confirmed positive drug test results shall be sent to a licensed physician selected by SCORE who, as Medical Review Officer (MRO), will review the affected employee's medical history and other relevant factors to determine if the positive test result should be excused. Test results shall be sent to the Employer's drug and alcohol testing administrator who will notify the Executive Director and employee of the test results.

#### 5. Alcohol Testing

For the purpose of determining whether the employee is under the influence of alcohol, test results of .02 or more based upon the results of an Evidentiary Breath Testing device shall be considered positive. Alcohol test results shall be released to the employee and the Executive Director upon conclusion of the test.

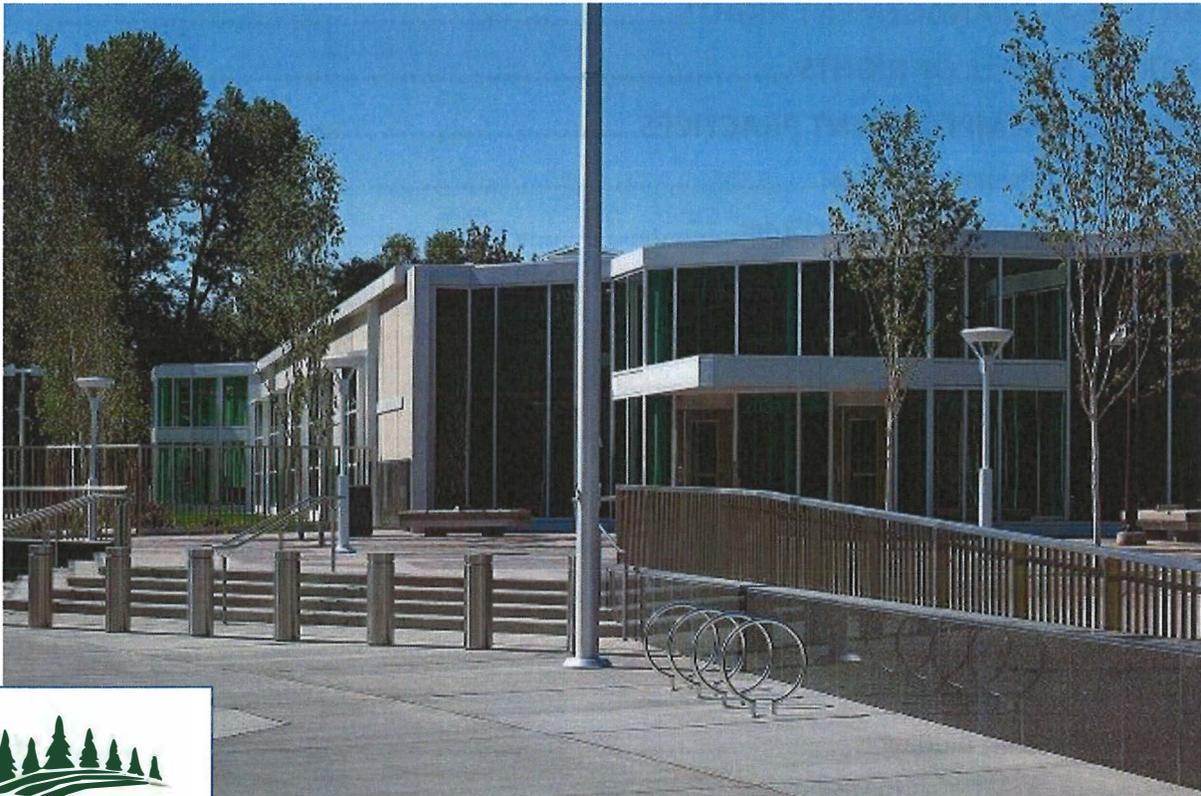
#### 6. Confirmation of Test Results

- a. Employees notified of a positive alcohol test result may request the opportunity to have a blood sample drawn for analysis at either a hospital or certified testing lab as chosen by the Employer.
- b. Employees notified of a positive initial drug test may request that the Medical Review Officer send a portion of their first sample to the hospital or HHS certified laboratory of the employee's choice for testing by Gas Chromatography/Mass Spectrometry.
- c. The cost of employee requested confirmatory tests are the responsibility of the employee. If the test results are negative, the Employer will reimburse the employee for the cost of the test.

#### 7. Positive Test Results

Violations of this Section shall subject employees to discipline up to and including discharge. SCORE reserves the right, for any employee allowed to participate in a qualified treatment program, to require the employee to agree to a "last chance agreement" outlining conduct expectations upon return to work.

**2019-2020  
Collective Bargaining Agreement  
between  
SCORE Officer's Guild  
and  
South Correctional Entity**



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## **PREAMBLE**

The rules contained herein constitute an Agreement between the South Correctional Entity, hereinafter referred to as SCORE or the Employer, and the SCORE Officer's Guild, hereinafter referred to as the Guild. The purpose of the Agreement is to govern wages, hours, and working conditions for Corrections Officers and Sergeants at SCORE.

It is intended that this Agreement, achieved through the process of collective bargaining, will serve to maintain good relations between the Employer and the Guild, to promote effective, efficient and courteous service to our member and contract agencies and the public, and to protect the public interest.

## **ARTICLE 1 – RECOGNITION & BARGAINING UNIT**

**Section A.** The Employer recognizes the Guild as the exclusive representative of all regular full-time and regular part-time Correction Officers and Sergeants employed by SCORE, excluding supervisors, confidential employees, and all other employees.

**Section B.** The Guild President and other Executive Board members, or any other members of the Guild appointed by the President, shall be recognized by the Employer as the official representatives of the Guild for the purpose of bargaining with the Employer.

## **ARTICLE 2 – UNION MEMBERSHIP & DUES**

### **Section A. Membership**

The Employer recognizes that Correction Officers and Correction Sergeants of SCORE may, at their discretion, become members of the Guild when such membership has been duly approved in accordance with the provisions of the Guild's Constitution and By-Laws. This Agreement shall apply to all employees in the bargaining unit irrespective of membership or non-membership in the Union.

### **Section B. Dues**

Upon receipt of written authorization by a Guild member in a form approved by the Guild Executive Board, the Employer agrees to deduct from the wages of each Guild member the sum certified as initiation dues and assessments once a month as Guild dues, and to forward the sum to the Guild President or Treasurer. If any employee does not have a pay check coming to him/her or the pay check is not large enough to satisfy the assessments while complying with federal and state minimum wage requirements, no deductions shall be made from the Guild member for that calendar month. All requests to cancel dues deductions shall be in writing to the Employer and requires notification to the Guild by the Guild member. It is specifically agreed that SCORE assumes no obligation, financial or otherwise, arising out of the provision of this Article, and the Guild hereby agrees that it will indemnify and hold SCORE harmless from any claims, actions or proceedings by any employee arising from deductions made hereunder. Once the funds are remitted to the Guild, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Guild. Consistent with state law, SCORE shall permit a business representative to have one (1) hour at each new employee orientation during the employee's first week of employment to introduce the Union and this Agreement.

### **Section C. Membership Meetings**

The Employer will make available to the Guild a suitable location for unpaid membership meetings to discuss issues of joint interest to the Guild and SCORE (e.g., contract negotiations, grievances, etc.) on a quarterly basis.

## ARTICLE 3 – UNION BUSINESS

### Section A.

The number of on-duty paid representatives of the Guild at any contract negotiating session shall be limited to three (3) members, unless waived by SCORE.

### Section B. Union Officials Release from Duty for Guild Business

1. **Release Time for Grievance Resolution** – A Guild official who is an employee in the bargaining unit shall be granted reasonable time off with pay while conducting grievance resolution on behalf of the employees in the bargaining unit. Such time off shall be during the Guild official’s regularly scheduled work day and subject to prior notice to and approval by SCORE management (Executive Director, Operations Chief, or Captain). SCORE management will grant the request so long as it is able to properly staff the employee’s job duties during the time off without any additional expense to SCORE.
2. **Leave Time for Internal Guild Business** - The Guild President and other elected officers and designated Guild representatives will be charged the leave of their choice (PTO or leave without pay) when they are absent from work to perform internal Guild business. Some examples of “internal Guild business” would include employee organization, solicitation of membership other than at new employee orientation sessions, collection of dues, and campaigning for Guild office.

### Section C. Guild Investigative and Visitation Privileges

The labor representative of the Guild, with reasonable advance notice to the Executive Director or Executive Director’s designee, may visit the work location of employees covered by the Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall follow SCORE’s security protocols and shall limit his/her activities during such investigation to matters relating to such investigation.

### Section D. Overtime Not Allowed

No overtime will be incurred by the Employer to fill a shift vacancy caused by an authorized Guild member under this Article.

### Section E.

The Employer retains the right to restrict time off under this Article if an emergency exists or when such time off would unreasonably impact SCORE’s operations, in SCORE’s sole discretion.

## ARTICLE 4 – MANAGEMENT RIGHTS

**Section A.** The Guild recognizes the prerogative of the Employer to operate and manage SCORE, its affairs in all respects, in accordance with its responsibilities and the powers and authority of the Employer, subject to the terms of this Agreement. All rights, powers, discretion, authority and prerogatives possessed by the Employer prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer, except as expressly limited within this Agreement.

**Section B.** Subject to the provisions of this Agreement, the Employer reserves the right:

1. to recruit, assign, schedule, transfer, hire, promote and train employees to the positions within SCORE;
2. to suspend, demote, discharge or take any other disciplinary action, for cause, against employees;
3. to establish work and performance standards;
4. to assign overtime;
5. to make and enforce policies, rules and regulations, so long as the Guild receives notice of, and is provided an opportunity to bargain, any changes affecting mandatory subjects of bargaining;
6. to assign, direct and reduce the work force;
7. to relieve employees from duties because of lack of work, lack of funds, the occurrence of conditions outside SCORE's control; or when the continuation of work would be wasteful and unproductive;
8. to determine methods, means, work schedules, work periods and personnel necessary for SCORE's operations;
9. to control SCORE's budget, organization, number of employees, and internal security practices;
10. in cases of emergencies, to establish work rules, assign schedules, work shifts, work hours and take whatever actions are necessary to carry out operations, regardless of prior commitments, for the limited duration of the emergency;
11. to determine job classifications, including modifications to job descriptions and specifications and essential job functions;

12. to assign positions and to determine the method, materials and tools to accomplish the work;
13. to determine job status of employees;
14. the right to establish and authorize limited light duty assignments and the conditions thereof;
15. to introduce new or improved methods or facilities, so long as the Guild receives notice of, and is provided an opportunity to bargain, any changes affecting mandatory subjects of bargaining;
16. to control all Employer property and equipment;
17. to require the assignment of additional duties; and
18. to perform all other functions not limited by this Agreement.

## **ARTICLE 5 – BILL OF RIGHTS**

### **Section A.**

The Employer retains the right to adopt rules for the operation of SCORE and the conduct of its employees, subject to any restrictions specified by this Agreement or statutory rights retained by the Guild and its members. It is agreed that the Employer has the right to discipline, suspend, or discharge any employees for just cause. The wide ranging powers and duties given to SCORE and its employees involve them in all manner of contacts and relationships with inmates and the public. From time to time, questions arise concerning actions of employees. These questions often require immediate investigations by the Employer.

### **Section B.**

1. In an effort to ensure that investigations, as designated by the Executive Director of SCORE, are conducted in a manner which is conducive to good order and discipline, the SCORE Officer's Guild shall be entitled to the protection of what shall hereinafter be termed the "Employees Bill of Rights".
2. Except in emergency situations or if waived by the employee, non-probationary employees who become the subject of an internal investigation shall be advised in writing at least twenty-four (24) hours prior to the internal investigations interview that he/she is suspected of:
  - a. committing a criminal offense;
  - b. misconduct that would be grounds for termination, suspension, or other disciplinary actions; or,
  - c. that he/she may not be qualified for continued employment with SCORE.

3. Any employee who becomes the subject of an internal investigation may have a Guild representative present during all interviews. An investigation as used elsewhere in this Article shall be interpreted as any action, which could result in disciplinary action by SCORE or the filing of a criminal charge.
4. The employee under investigation must, at the time of an Interview, be informed of the name of the employee in charge of the investigation and the name of the person who will be conducting the interview.
5. Whenever reasonably possible, interviews shall be scheduled during the normal workday of the employee. The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty.
6. The employee or Employer may request that an internal investigation interview be recorded.
7. Interviewing shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. The employee shall be entitled to such intermissions as he/she shall request for personal necessities, meals, phone calls and rest periods.
8. Investigations that may result in discipline shall be commenced no later than thirty (30) days after SCORE management learns of the incident(s) or complaint in question and completed within sixty (60) days of initiation by SCORE management. Either time limit may be extended by SCORE because of reasonable circumstances beyond its control, provided that any such extension will be limited to the time reasonably necessary to commence and complete the investigation. SCORE shall inform the Guild of the extension, the reasons for it and how long is needed to complete the investigation. Except in extraordinary circumstances, no discipline shall issue pursuant to investigations that are not commenced and completed within the time frames outlined in this paragraph, inclusive of any extensions.
9. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement to answer questions.
10. To balance the interest of the Employer in obtaining a psychological evaluation of an employee to determine the employee's fitness for duty and the interest of the employee in having those examinations being conducted, psychological evaluations required by SCORE will be conducted when the Employer has reasonable suspicion as to whether an employee is still capable of performing his or her job. To protect the employee's right to privacy, the Medical Release Form agreed upon by the Employer and the Guild (attached as Appendix A) shall be signed by the employee prior to the evaluation. The examining professional shall issue a written report to the Employer, as

the client, provided however, the employee shall have the right to meet with the examining professional to discuss the evaluation results and provided further that such report shall indicate only whether the employee is fit or unfit for duty and, in the event an employee is unfit, the expected prognosis and recovery period as well as any accommodations which could be made to allow an employee to return to duty, provided that SCORE need not accept any recommended accommodation unless otherwise required by law. If the employee believes that the conclusions of the examining professional are in error, he/she may obtain an additional examination at his/her own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional. Should an employee grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the employee, to the extent such information is within the Employer's possession.

11. The employee under internal investigation shall be provided an exact copy of any written statement he/she has signed. The employee will be furnished a copy of the completed investigation seventy-two (72) hours prior to any pre-disciplinary Loudermill hearings. To the extent allowed by law, all disclosures under this section that implicate inmate privacy concerns may be subject to a confidentiality agreement between the parties and shall regardless be used or disclosed by the Guild for representational purposes only.
12. All interviewing shall be limited in scope to activities, circumstances, or events, which pertain to conduct or acts which may form the basis for disciplinary action.
13. No employee shall be required to unwillingly submit to a polygraph test or to unwillingly answer questions for which the employee might otherwise properly invoke the protections of any constitutional amendment against self-incrimination. Nor shall any employee be dismissed for or shall any other penalty be imposed upon any employee for his/her failure to submit to a polygraph test, or to answer questions for which he/she might otherwise invoke the protections of any constitutional amendment against self-incrimination.
14. Should any section, sub-section, paragraph, sentence, clause, or phrase in this Article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this Article.
15. Any employee involved in the use of lethal force shall not be formally interviewed immediately following the incident. No statement or interview shall be requested from the employee until at least forty-eight (48) hours after the incident.
16. Investigations of members by the Employer shall be completed in a timely manner with a general goal of completion within forty-five (45) days.

## **ARTICLE 6 – EMPLOYMENT PRACTICES**

### **Section A. Probation Status**

Probationary periods for entry level employees newly hired by SCORE, or employees promoted to the position of Sergeant, shall be one (1) year following completion of the Corrections Officer Academy for new hires, or one (1) year following any promotion to Sergeant. Newly hired lateral employees who have already completed the Corrections Officer Academy or its equivalent will have a six (6) month probationary period. However, probationary periods may be extended upon agreement between SCORE and the Guild. Employees will be at-will during this probationary period and shall not have recourse to the grievance process outlined in this Agreement with respect to any discipline or discharge decision made by SCORE. During the probationary period accompanying a promotion to Sergeant, SCORE may rescind the promotion at any time and return the employee to a Corrections Officer position if one is available, and its decision may not be challenged through the grievance process outlined in this Agreement. Employees will generally be evaluated at quarterly intervals during a probationary period.

### **Section B. Seniority & Hiring Order**

1. Seniority of employees is based on their length of service in the bargaining unit as established in the official Hiring Order list established and maintained by SCORE.
2. Hiring Order is determined by the employee's most recent hire date with SCORE. If employees are hired on the same day, the Hiring Order will then be determined by their placement on the Public Safety Testing entry test score. For employees who leave SCORE employment but return prior to one year having elapsed, their hire date (for purposes of the Hiring Order list) will be their original hire date and their seniority will be the same as if they had not left.
3. In cases of promotion to Sergeant, the promotion date will be used to determine Hiring Order for the new position. If employees are promoted on the same day, the Employer reserves the right to determine the promotion order. If a Sergeant or Corrections Officer is promoted out of the bargaining unit but later returns, he or she will return to the same position (Sergeant or Corrections Officer) held prior to promotion, with the same seniority and hire date (for purposes of the Hiring Order list) as he or she had immediately prior to promotion, if that position is available without bumping or laying off an employee. For any other employee transferred into the bargaining unit, he or she shall only retain his or her existing seniority for purposes of his/her PTO accrual rate.

### **Section C. Personnel Files**

1. Personnel files are the property of SCORE and the release of personnel files will be consistent with laws regarding public disclosure. Nothing in this section

shall prevent an employee from viewing his/her original personnel file in its entirety upon request. At the written request of the employee, or as otherwise required by law, such papers may also be made available to the elected or appointed officers of the Guild. SCORE will endeavor to provide at least seventy-two (72) hours' notice to the employee should SCORE be required to release the personnel file.

2. A "personnel file" is generally defined as records of employment and such other information required for business or legal purposes; documents containing employees' qualifications; verification of training completed; signed job descriptions; supervisor's files; all performance evaluations, letters of commendation and letters of reprimand; salary, sick and vacation leave hours; and summaries of benefits and other similar information. It is further understood that a personnel file does not include the investigation of a potential criminal offense, an impending lawsuit that would not be available to another party under the rules of pretrial discovery for causes pending in the superior courts, material relating to medical records, pre-appointment interview forms, Internal Affairs files, or any items related to the initial applicant background investigation documents.
3. Personnel files must be maintained in accordance with public disclosure laws and will be released when required. Items maintained within the personnel files must be retained as required by law.
4. SCORE shall maintain a single set of personnel files for each employee and there shall be no secret files. Materials for the purpose of supervisor evaluations shall be expunged if not made part of the personnel file.
5. Records of any warning, suspension or other disciplinary event shall not be considered for disciplinary purposes after three (3) years if there is no recurrence of misconduct for which the employee was disciplined during that period. After one (1) year, the employee shall have the ability to request the removal of any such records from his/her personnel file at the discretion of the Executive Director.

#### **Section D. Vacancies and Promotions**

In regard to job postings, promotion and reassignment, "qualifications" and/or "ability" will be the primary consideration, with seniority determinative where employees are equally qualified. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record and contribution to the needs of SCORE.

#### **Section E. Lay-Offs**

1. Management reserves the right to determine the number of necessary

employees to do the job. The parties recognize that the effects of any layoff are a mandatory subject of bargaining. In the event that a layoff does occur, such reductions shall be carried out according to seniority, starting with the least senior officer in each job classification. For purposes of this provision, SCORE and the Guild agree that "job classification" refers to whether an employee is classified as a Corrections Officer or a Sergeant. Notwithstanding the foregoing, temporary employees and probationary employees who have not completed Field Training shall be laid off first in the event layoffs are necessary.

2. An employee may be recalled and reinstated to a classification from which they are laid off or has previously worked for up to six (6) months from the date of layoff.

#### **Section F. Non-Discrimination**

The Employer and Union agree that each party shall not unlawfully discriminate against any person because of race, color, religion, sex, age, marital status, national origin, gender identify, veteran status, HIV status, or physical, mental, or sensory handicaps unless based on a bona fide occupational qualification. The Employer and Union agree not to discriminate against employees because of union membership or lawful union activities. It is recognized that employees who feel they have been victims of discrimination shall be entitled to seek relief or redress through the grievance procedures contained in this Agreement or through applicable SCORE policies.

## **ARTICLE 7 – PERFORMANCE OF DUTY**

The Employer and the Guild agree that the public interest requires efficient and uninterrupted performance of all services provided by SCORE, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall cause or condone any work stoppage, including refusal to perform assigned duties to the best of his/her ability, strike, any sympathy strike, refusal to cross a picket line while on-duty, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with SCORE functions by employees covered under this Agreement and should same occur, the Guild agrees to take appropriate steps to end such interference. If any of the above activities have occurred by concerted actions by any employees in the bargaining unit it shall be deemed a work stoppage. SCORE agrees not to lock out employees during the term of this Agreement.

## ARTICLE 8 – ATTENDANCE

### Section A. Punctuality

Employees shall be punctual when reporting for duty at the time and place designated by their supervisors. Employees shall remain on their post at all times until properly relieved from duty.

### Section B. Absence without Leave

Regular attendance is essential to meet SCORE's mission and is expected of every employee. All absences, for any reason, must be authorized by SCORE. SCORE may or may not authorize leave without pay for employees who do not have the appropriate leave time available for use. Employees shall not be absent from duty except for:

- a. Sickness
- b. Approved family care or family sick leave
- c. Injury/disability
- d. Suspension from duty
- e. Approved for Jury Duty
- f. Approved for military leave
- g. Scheduled furlough days
- h. Approved Personnel Time Off (PTO)
- i. Family and Medical Leave to which employees are entitled to under federal or state law
- j. Other approved absences

ARTICLE 9 – HOURS OF WORK, OVERTIME, & TRAINING

### Section A. Hours of Work

1. The Employer reserves the right to assign, direct and establish reasonable work schedules, subject to the following conditions: The work schedule for employees covered by this Agreement will be three (3) consecutive days on followed by three (3) consecutive days off (3/3 twelve (12) hour schedule), except for those employees assigned to an alternative work schedule to satisfy a particular operational need. For legitimate operational reasons, SCORE reserves the right to modify this work schedule, provided that SCORE will either (a) notify employees at least ten (10) calendar days prior to revising work schedules except in cases of emergency or for circumstances beyond SCORE's control, or (b) compensate the employees at 1.5 times their regular hourly rate for the first shift worked on the new schedule.
2. Employees assigned to work three (3) consecutive days on followed by three (3) consecutive days off (3/3 twelve (12) hour schedule), shall receive shift differential pay of 5.24% of base wages per pay period as long as the employee worked a 3/3 twelve hour schedule for a majority of that pay period. For section 7(k) purposes under the Fair Labor Standards Act, this work period (FLSA, 29 U.S.C. 207(k)) shall be twenty-four (24) days.

3. **Alternative Work Schedules:** In lieu of the 3/3 twelve (12) hour schedule, individual employees may be assigned to other schedules, including but not limited to four (4) consecutive ten (10) hour days (4/10 schedule) or five (5) consecutive eight (8) hour days (5/8 schedule). SCORE reserves the right to modify the alternative work schedules, provided that SCORE will notify affected employees at least ten (10) calendar days prior to creating a new work schedule or transferring employees between schedules, except in cases of emergency or for circumstances beyond SCORE's control. In circumstances where SCORE does not notify employees at least ten (10) calendar days prior to modifying work schedules (i.e., emergencies or circumstances beyond SCORE's control), SCORE will compensate employees at 1.5 times their regular hourly rate for the first shift worked on the new schedule.
4. **Daylight Savings Adjustment –** Employer will pay one (1) hour of overtime to all employees working an extra hour during their shift due to the fall daylight savings time adjustment period. Employees working the spring daylight savings time adjustment period shall either take one (1) hour of PTO, or one (1) hour leave without pay, or work an additional hour, subject to approval by the employer, to cover the reduction of their shift hours.

## **Section B. Shift Bidding**

1. Employees will have an annual opportunity to select their shift as follows:
  - a. Once a year, SCORE will create a matrix identifying available slots for each shift based on the needs of the operation.
  - b. Prior to publishing the schedule matrix to employees, the Executive Director will designate any slots required to address the following areas:
    - i. Sergeants
    - ii. FTOs
    - iii. Gender-specific assignments
    - iv. Transport Officers and back-up Transport Officers
  - c. Upon completion of the schedule matrix, SCORE will make it available to employees for review on or around May 18th of each year. No less than fourteen (14) days later, employees will be allowed to bid for an open slot in the matrix. The bids will take place during a two (2) week window designated by SCORE, with bidding done based on seniority, provided that Corrections Officers will place their bids before Sergeants. The bid window period will be published to all employees at least two (2) weeks prior to its occurrence. During the two (2) week bid window period, employees must provide the Executive Director or designee, or the Guild President, with up to three (3) preferred slots prior to the bid window period and those preferences will be used (in order) to select a slot for the employee when his/her turn arrives. If no preferred slot is available or if an employee fails to provide those preferences during the two (2) week bid

window period, the Executive Director or designee shall select a slot for the employee. Corrections Officers will bid for a shift and side only. In the case of married co-workers in the bargaining unit, SCORE will allow the more senior spouse to waive his or her seniority in order to bid immediately before their less senior spouse, provided the request is in writing and within the bidding window. Captains will assign officers to individual work assignments within the facility on a daily basis.

2. The Executive Director or designee will publish the finalized schedule to all employees and announce its effective date, which shall commence as soon as is practicable. Nothing herein will prohibit the Executive Director or designee from modifying individual bids to accommodate medical situations or to ensure satisfaction of gender requirements across the facility.

### **Section C. Meal/Rest Breaks**

1. SCORE will provide paid rest and meal periods as provided by applicable Federal and State law.
2. Employees assigned to the 3/3 twelve (12) hour schedule, will be provided with two (2) thirty-minute paid meal breaks. At the employee's option, and with the prior approval of SCORE management, in lieu of taking three (3) ten minute breaks during a twelve (12) hour shift, an employee may consolidate his or her ten minute rest breaks into either (i) one thirty (30) minute rest break, or (ii) two (2) fifteen (15) minute breaks to be combined with the meal breaks (for a total of two forty-five (45) minute breaks). Any such requests to combine breaks shall be made on a form provided by SCORE within one (1) week of the shift bid window or any shift change. Employees assigned to other work schedules will be provided with one paid thirty (30) minute meal break.
3. Employees shall remain on duty within the facility, subject to interruption or immediate callback due to operational needs. If a meal or rest break is interrupted due to operational needs, such break can be continued when operationally feasible, not to exceed the authorized limit of the break.

### **Section D. Overtime**

1. Management reserves the right to assign overtime in its sole discretion. Overtime must be approved in advance by management.
2. Except as otherwise provided in this Article and when required by the Fair Labor Standards Act, employees shall be paid at the rate of time and one-half for all hours worked in excess of their regularly scheduled shift.
3. Calculation of Overtime – Overtime shall be computed based on "hours worked" as outlined in applicable federal and state laws, including the Fair Labor Standards Act (FLSA).

4. Except in cases of operational need, it is the Employer's intent to not have an employee work more than sixteen (16) hours in a work shift, and will make every reasonable effort to ensure that employees do not work more than sixteen (16) hours in a work shift. Employees working three or more hours longer than a normal work shift will be allowed an additional 30-minute paid meal period during the overtime period.
5. Overtime Minimums – Overtime will generally be scheduled in a two hour minimum block, unless it is an extension of the work shift at which time the employee will be paid for actual hours worked.
6. Overtime Scheduling - Overtime needs will be staffed as follows:
  - a. Voluntary: Anticipated overtime opportunities for the following month will be posted as soon as reasonably possible during the preceding month. Officers and Sergeants will be afforded a full rotation on each side to sign up for no more than two (2) overtime spots in their existing classification. After that, Officers and Sergeants will be allowed to sign up for any additional open spots in their existing classification on a first-come, first-served basis. If this process does not result in filling all open spots, then SCORE will allow Officers and Sergeants to volunteer for any remaining open spots outside of their existing classification. Cancellations of voluntary overtime sign ups without penalty must occur at least ten (10) days in advance of the overtime shift. Each Officer or Sergeant is responsible for notifying the on-duty Captain of the cancellation, which will result in the removal of the Officer's or Sergeant's name from the list. The first cancellation without the minimum ten (10) days notice, for non-emergency reasons, may result in the loss of voluntary sign-up privileges for a period of thirty (30) days. A second violation within a six (6) month period may result in the loss of voluntary sign-up privileges for ninety (90) days. A third violation within one (1) year may result in the loss of voluntary sign-up privileges for six (6) months. Any time an employee cancels on less than ten (10) days notice for a non-emergency reason, including calling in sick, he or she will be added to the top of the mandatory overtime call list. SCORE will use the mandatory overtime list to fill vacancies caused by cancellations on less than ten (10) days notice.
  - b. Mandatory: Overtime needs not filled with volunteers will be filled through mandatory overtime, using the system already in place by mutual agreement of the parties, attached hereto as Appendix B. SCORE will use good faith effort to provide employees with as much notice as is reasonably practical of any mandatory overtime. Employees who are scheduled to work mandatory overtime but do not appear due to a reason described in Article 10.B.2 will not be disciplined but will be required to use sick leave for the missed overtime work, to be paid at the employee's straight time rate, and will be placed at the top of the mandatory overtime list.

#### **Section E. Training, Conferences, or Related Events**

1. The Employer will make a reasonable effort to schedule training during the employee's regular on-duty shift. In doing so, the Employer reserves the right to adjust the

employee's work schedule(s) to accommodate the training schedule in order to avoid or reduce overtime, provided that SCORE will notify affected employees at least ten (10) calendar days prior to such a schedule adjustment.

2. If a training day is scheduled for or becomes eight (8) hours and occurs on the employee's workday, the hours of training shall constitute an entire workday, regardless of the employee's assigned work schedule. If the training is scheduled for less than eight (8) hours or the instructor reduces a training day to less than eight (8) hours, the employee will report the reduced hours of that training day to SCORE and the employer reserves the right to recall the employee to work.
3. Per Diem applies only when overnight accommodations are required. Per Diem is based on the current General Services Administration (GSA) rules and amounts.

#### **Section F. Early Release**

When operationally feasible, the Employer agrees to release employees working the night shift on the 3/3 twelve (12) hour schedule prior to the end of their shift to accommodate training or Jury Duty.

## ARTICLE 10 – TIME AWAY FROM WORK

### Section A. PTO – Personal Time Off

1. **Accrual of Personal Time Off (PTO)** - Employees who have been in a paid status for at least one-half their scheduled hours in any given pay period shall accrue PTO hours in accordance with the following schedule:

Years of Service within the bargaining unit	Monthly Rate	Yearly Rate
0 - 5 years	16 hrs.	192 hrs.
>5-10 years	20 hrs.	240 hrs.
>10-15 years	22 hrs.	264 hrs.
>15-20 years	24 hrs.	288 hrs.
>20 + years	26 hrs.	312 hrs.

Maximum accumulation of PTO time is 336 hours.

“Years of Service within the bargaining unit” will be based on the official Hiring Order List established and maintained by SCORE, which takes into account the employee’s Inaugural Employment Status.

2. **PTO Rules** – Use of PTO shall be subject to the following rules:
  - a. Terminated or resigning employees shall be paid for all accrued but unused PTO.
  - b. Upon the death of an employee in active military service, pay will be allowed for any accrued but unused PTO earned to their designated beneficiary.
3. **Scheduling and Using PTO**
  - a. Requests for leave must be approved in advance by the Executive Director or designee. PTO shall be taken at times mutually agreeable to the employee and SCORE. In the event of conflicts between employees in requests for leave, the employee first requesting shall prevail. For the purposes of scheduling vacations, a vacation bidding system shall be established as follows:
    - i. The Executive Director, or designee, shall determine the number of vacation slots available per day and these shall be requested by employees through a bidding system. There shall be a minimum number of slots made available for each shift for purposes of scheduling vacations by shift, unless SCORE reasonably determines that a restriction on

available slots is necessary for a particular shift. Subject to the foregoing, if SCORE is actively staffed within 98% or better of the fully authorized staffing level at any time in May, then the minimum shall be no less than two (2) slots off for the following twelve months until the time of the next PTO bid, at which point the 98% staffing requirement will be reassessed.

- ii. Bidding will be conducted by seniority. Employee seniority is determined based on the Hiring Order of employees. Vacation bidding shall commence immediately upon completion of the annual shift assignment process for vacations to be scheduled in the subsequent calendar year. Each bid must be for consecutive days. No single bid may exceed three (3) work rotations.
  - iii. Employees may bid up to the amount of annual PTO that they have accumulated in the leave balance at the time of the bid, no more.
  - iv. At the end of the bidding process, the Executive Director, or designee, shall review the bid requests for approval.
  - v. There will be two rounds of bids, with the second round commencing after all employees who choose to participate in the first round have completed their bids. Employees may choose not to participate in the bid process. Bidding will be conducted by seniority in both rounds, without regard to whether an employee chose to forego a first round bid.
- b. Vacation requests received after the annual vacation bidding process is completed shall be considered and approved on the basis of date received by the Employer. Employees shall be advised within thirty (30) days of the date of the request as to approval or disapproval of the request. Requests for individual days off will be addressed on a case-by-case basis based on operational needs.
- c. The number of available vacation slots identified by the Executive Director or designee in Article 10(3)(a)(i), which are not bid and filled during the bidding system, shall remain available as a minimum number of vacation slots for individual day off requests throughout the year under subsection (3)(b) of Article 10. However, requests for individual days off will be addressed on a case-by-case basis and approved based on operational needs and subject to Article 10(A)(4). Operational needs include, but are not limited to, staffing impacts caused by employees on other leaves (such as sick leave, LTD, military leave, and FMLA) and inmate population changes that involve a deviation of ten percent (10%) or more from the average daily population in the prior calendar year. In addition, if and when SCORE is actively staffed at its full authorized staffing levels, it will allow a minimum of two (2) Corrections Officers per shift (applicable to shifts 1A, 1B, 3A and 3B) to be scheduled off on PTO during the period of full staffing.

4. **Cancellation of Scheduled PTO** – The Employer will make reasonable effort to avoid cancellation of approved employee leave time and to notify employees as soon as possible after the decision is made to cancel previously approved PTO. The Employer agrees to work with the employee to reschedule the leave time at a mutually agreeable time.
5. **PTO Use Methodology** – The number of leave hours used for each day off of work shall be calculated based upon the number of hours in the employee’s work day. For example, employees assigned to a 3/3 twelve (12) hour schedule shall use twelve (12) hours of PTO for each day off, employees assigned to a ten (10) hour schedule shall use ten (10) hours of PTO for each day off, and so on. Requests for use of PTO in partial day increments will be addressed on a case-by-case basis based on operational needs.
6. **PTO Cash Out** – Each employee shall have the option to cash out up to forty (40) hours of accrued but unused PTO on an annual basis, provided that the employee has accrued at least 252 hours (75% of the 336-hour maximum accrual) at the time of the request to cash out. Eligible employees may exercise their option during one of two annual windows. An employee wishing to cash out PTO must notify SCORE between March 25 and April 1 (first window) or between October 25 and November 1 (second window). SCORE anticipates that payment will be included in the employee’s first paycheck for the month following the request (May or December), subject to regular deductions and withholdings. SCORE will deduct from PTO banks at the time of payment.
7. **PTO Use During Notification Period** – After an employee gives notice of his or her intent to resign or retire, the employee cannot use more than forty (40) hours of PTO if he or she works an Alternative Work Schedule, or thirty six (36) hours of PTO if he or she works a 3/3 twelve hour schedule, between the provision of such notice and his or her last date of employment at SCORE.

## Section B. Sick Leave

1. New regular full-time employees hired after ratification of this Agreement, will be given twenty-four (24) hours of sick leave. Upon completion of the third month of employment, an additional twenty-four (24) hours of sick leave will be awarded. Upon completion of the sixth month of employment, sick leave will begin to accrue at the rate of four (4) hours per pay period. Each calendar year, an employee may carry over a maximum amount of nine hundred (900) accrued, unused sick leave hours.
2. Sick leave is a privilege provided by SCORE. Sick leave shall not be taken in less than 1 hour increments. Permissible uses of sick leave are for the following reasons:
  - a. Bona fide illness or injury which incapacitates the employee from performing normal duties, or
  - b. Employee’s disability due to pregnancy and recovery therefrom, or

- c. Medical or dental care of the employee, or
  - d. Enforced quarantine in accordance with health regulations, or
  - e. Care for qualifying family members, relating to spouse, child, parent or other qualifying member, due to a serious health condition, in accordance with the Family Medical Leave Act's regulations and limits, or
  - f. Any other permissible uses of sick leave in accordance with local, state and federal family leave law, including the Washington Family Care Act.
3. **Accrual of Sick Hours** – Sick leave shall be available for use after each accruable pay cycle, as shown on employee's pay check, and shall be paid at the employee's regular base hourly rate of pay. Accrued sick time will be credited to an employee only during pay periods where an employee has been in a paid status for at least one half their scheduled hours. An employee may carry over a maximum amount of nine hundred (900) accrued hours. On January 1, any accrued, unused sick leave above and beyond nine hundred (900) hours may be cashed out for current employees at the employee's base hourly rate of pay. Under no circumstances will SCORE cash out accrued, unused paid sick leave for employees who separate from employment for any reason.
4. **Reporting Sick Leave** – Employees must notify management with the reason for absence as far in advance as reasonably possible, but no later than the beginning of the scheduled working day with notice of the anticipated date of return to work. During periods of extended illness, the employee shall keep management informed as to his or her progress and potential date of return to work.
5. **Documentation** – Medical certification of the employee's medical practitioner may be requested whenever an employee is absent for three consecutive (3) days or longer, or when there is a reasonable belief to suspect sick leave abuse. SCORE may require the employee to be examined by one or more physicians retained by the Employer. Certification by the physician shall only include an expected duration that the employee will be unable to attend work, certification attesting to illness, injury or other reason for the sick leave use, and whether the illness or injury is for the employee or an employee's family member. During extended leave, a written physician's statement may be required to be updated every week.
6. **Sick Leave Abuse** – The Employer reserves the right to investigate cases of suspected sick leave abuse. Abuse and misuse of sick leave are grounds for disciplinary action up to and including termination.
7. **Workers' Compensation** – When an employee suffers an on-the-job injury or illness related to their duties and responsibilities as Corrections Officer or Sergeant and is qualified for Workers Compensation, employees may use accrued but unused Sick Leave hours to make up the difference between the employee's base hourly wage and the amount paid to the employee in Workers' Compensation benefits. If an employee has exhausted their accumulated Sick Leave, they may use the accrued PTO to make up the difference between the Workers Compensation benefits and the employee's base

hourly wage. An employee covered by this paragraph may begin drawing down his or her accrued but unused Sick Leave or PTO hours prior to receiving wage replacement benefits from the State; provided that, upon receiving such benefits, the employee shall sign them over to SCORE and SCORE will credit them back against hours the employee drew down from his or her Sick Leave or PTO banks while waiting for benefits to commence.

8. **Performance Related** – Except as prohibited by law, an employee’s attendance record may be criteria used in determining an employee’s satisfactory performance and is similarly subject to corrective action.
9. **Exhausting Sick Hours** - Should an employee use all accumulated Sick Leave, he or she will transition to leave without pay status. If any Personal Leave time is available, the employee may request to use PTO hours for sick leave, subject to advance employer approval on a case by case basis or as required by law.

### **Section C. Bereavement Leave**

1. Full time employees whose immediate family suffers a death shall receive up to three (3) days/shifts off with pay to attend to necessary arrangements at the time of the funeral event. Time off for these days shall be noted as Bereavement Leave and shall not affect PTO or Sick Leave hours. Upon advance request, the Executive Director may grant non-precedent setting exceptions, including use of PTO for out of state travel.
2. For purposes of Bereavement Leave, “immediate family” consists of spouse, registered domestic partner, son, daughter, stepchildren, brother, sister, brother-in-law, sister-in-law, mother, stepmother, mother-in-law, father, stepfather, father-in-law, grandparents, grandchildren of the employee, or legal guardian, or any other person living full time with and dependent upon the employee. Request to use Bereavement Leave for the death of an individual outside of the immediate family is subject to approval by the Executive Director.

### **Section D. Jury Duty**

1. Time spent by full time employees on jury duty, or to appear as a subpoenaed witness in connection with their work for SCORE (collectively, “Jury Duty”), will be treated as hours worked except for purposes of calculating overtime. Upon request, the employee shall submit to SCORE all Jury Duty and witness fees, other than mileage reimbursement.
2. If Jury Duty is scheduled for or becomes eight (8) hours and occurs on the employee’s workday, the hours of Jury Duty leave shall constitute an entire workday, regardless of the employee’s assigned work schedule. If Jury Duty is scheduled for less than eight (8) hours, the employee will report the reduced hours of that absence to SCORE and the employer reserves the right to recall the employee to work. The Employer reserves the right to adjust the employee’s work schedule(s) to accommodate the absence due to

Jury Duty in order to avoid or reduce overtime, so long as the employee provided SCORE with at least thirty (30) days advance notice of Jury Duty, SCORE will notify affected employees at least ten (10) calendar days prior to such a schedule adjustment.

3. **Documentation** – In order to be eligible for Jury Duty pay, the employee must provide the Employer with (i) prompt notice of the call for jury duty service and furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received, or (ii) a copy of the subpoena.
4. **Non-SCORE Related Matters** – Employees are not eligible for pay for court appearances not directly related to their employment with SCORE. Pursuant to advance approval of a Captain, the employee may use Personal Time Off (PTO).

### Section E. Military Leave

SCORE recognizes employees' rights to military leave and will follow all federal and state laws regarding the provision of military leave and rights upon return from service.

### Section F. Unpaid Leave of Absence

1. **Approval Process** – Any days absent without pay will require pre-approval by SCORE. Requests for over thirty (30) days and up to six (6) months of Unpaid Leave will be made to the Executive Director for consideration. All requests are to be in writing and include:
  - a. the reason and duration of the unpaid leave request,
  - b. date leave is to begin, and
  - c. date of return to work.
2. **Impact on Accruals** – Accrued benefits (i.e., sick and personal leave) will be credited to the employee only when an employee has been in a paid status for at least one half their scheduled hours during a single pay period; otherwise, employees will not accrue additional benefit hours during an Unpaid Leave.
3. **Discontinuation of Benefits** – Subject to relevant plan terms, employees on an Unpaid Leave will continue to be provided with health, dental, and vision coverage up to the end of the month following a thirty (30) day Unpaid Leave, provided the employee previously paid the employee share of the applicable healthcare premiums. After that time, continuation of these benefits will be at the employee's sole expense, subject to applicable COBRA rules and requirements.
4. **Unapproved Leave of Absence** – Three (3) days of unapproved absence is considered job abandonment and subject to discipline, up to and including termination.

## ARTICLE 11 – WAGES AND OTHER COMPENSATION

### Section A. Pay Days

1. All employees shall be paid on the 10th and 25th day of each month. If the 10th or 25th day of the month falls on a holiday or weekend period, employees shall be paid on the last business day prior to that period. Any employee who is laid off or terminated shall be paid all compensation due on the next payday following the termination date.
  
2. All employees shall participate with direct deposit of paychecks. The Employer will adopt appropriate administrative procedures allowing for direct deposit. The Employer will, to the extent feasible, assure that funds are transmitted to the employee’s bank of choice.

### Section B. Wages

1. **Salary Range** –Effective January 1, 2019, the annual base salaries would be raised as follows:

Classification	Step A (1)	Step B (2)	Step C (3)	Step D (4)	Step E (5)	Step F (6)
Corrections Officers	\$57,746.62	\$59,833.49	\$64,323.17	\$67,540.10	\$70,930.70	\$74,464.00

Classification	Step A (1)	Step B (2)
Corrections Sergeant	\$86,219.74	\$90,535.54

2. Effective January 1, 2020, the current salary schedule shall be increased by three and one-half percent (3.5%).
  
3. **Step Increases** – Corrections Officers and Sergeants will progress to the next step on their respective salary range on the anniversary of their start or promotion date in their current position. SCORE may delay or deny salary steps in any year when an employee does not meet performance standards. SCORE may hire employees at any step on the salary range, based on SCORE’s understanding of market conditions, the applicant’s relevant prior experience and SCORE’s hiring needs.
  
4. **Special Assignment Premium Pay** – Premium pay in the amount of five percent (5%) of the base wage will be paid to those employees assigned as a fulltime armed Transport Officer. Premium pay in the amount of two percent (2%) of the base wage will be paid to those employees assigned as a full-time Classifications Officer or Medical Officer. Premium pay in the amount of one percent (1%) of the base wage will be paid to those employees assigned as a designated backup Transport Officer.
  
5. **Shift Differential Pay** – Shift pay in the amount of 5.24% of the base wage will be paid to Corrections Officers and Sergeants who are assigned to work the 3/3 twelve (12) hour schedule, three workdays on and three days off work schedule.

6. **Field Training Officer (FTO) Pay**– A Field Training Officer (FTO) is defined as a non-probationary Corrections Officer who has successfully completed the SCORE eight hour FTO familiarization training course and the Criminal Justice Training Commission’s 40 hour FTO certification course, unless otherwise approved by SCORE. SCORE will pay a premium of two percent (2%) of base wage to those employees who are designated as active FTOs.

### Section C. Merit Pay

The purpose of Merit Pay is to reward high performing individuals for taking advantage of career development opportunities over time.

1. **Minimum Standards** – To achieve merit pay, the employee must:
  - a. Have at least three (3) years of total full-time experience at SCORE;
  - b. Achieve a minimum rating of “meets standards” in all related categories of the most recent employee performance evaluation; and
  - c. Have not received a suspension or been demoted for disciplinary reasons since the most recent employee performance evaluation.
2. **Merit Criteria** – In addition to achieving minimum standards, in order to receive Merit Pay, the employee must satisfy at least one of the following criteria:
  - a. Agree to be subject to random drug testing by SCORE each year;
  - b. Pass the basic COA Physical Ability Test each year (to be given on multiple days twice per year by SCORE in the second and fourth quarters of the calendar year, upon at least ten (10) days notice); and
  - c. At the employee’s option, pass an “open book” examination (with 100% correct) or a “closed book” examination (with 95% correct) each year based upon SCORE policies.
3. **Payment Schedule** – For each Corrections Officer or Sergeant who qualifies for Merit Pay according to the process outlined in this Article:
  - a. The Corrections Officer or Sergeant will receive a premium of one percent (1%) of base wages for successfully completing one of the Merit Criteria in Section 2 of this Article;
  - b. The Corrections Officer or Sergeant will receive a premium of three percent (3%) of base wages for successfully completing two of the Merit Criteria in Section 2 of this Article.
  - c. The Corrections Officer or Sergeant will receive a premium of five percent (5%) of base wages for successfully completing three of the Merit Criteria in Section 2 of this Article.
  - d. Merit Pay eligibility shall be evaluated and awarded effective January 1 of each calendar year and last for that year. In order to receive Merit Pay, the minimum standards and Merit Criteria must be satisfied before the effective date; provided, however, an employee who meets the minimum

standards during the calendar year and would otherwise be eligible for Merit Pay for the first time shall become immediately eligible for the remainder of that calendar year. For example, an employee who attains three (3) years of SCORE service on June 1, achieved "meets standards" or higher in his or her last performance evaluation, has not received a suspension or been demoted since the evaluation, and satisfies two (2) of the three (3) Merit Criteria by June 1 would receive three percent (3%) Merit Pay from June 1 through December 31 and then be re-evaluated effective January 1.

- e. The Merit Pay premiums in this Section 3 are based on the employee's base wages without any premiums and are not cumulative.

#### **Section D. Deferred Compensation**

SCORE shall match contributions made to its voluntary deferred compensation program of up to five percent (5%) of the employee's base salary. Effective January 1, 2020, employer matching contributions will increase to 6.5%. Merit pay shall be included as part of the employee's base salary in determining eligible compensation for the matching contributions. SCORE may establish procedures and forms necessary to efficiently implement and maintain this program, and reasonable restrictions upon an employee's ability to change his/her contribution level during a calendar year.

## **ARTICLE 12 – HOLIDAYS**

**Section A.** SCORE addresses holiday pay through employee PTO allotments.

**Section B.** Employees who are required to work on Thanksgiving day or Christmas day will be paid at twice (2X) their hourly rate for the actual number of hours worked on the holiday. Employees who are required to work on U.S. Independence Day (the Fourth of July) will be paid at one and one half times (1.5X) their hourly rate for the actual number of hours worked on the holiday.

## **ARTICLE 13 – DISCIPLINE AND DISCHARGE**

Progressive Discipline - All discipline issued shall be applied under principles of progressive discipline. However, the level of discipline administered to one employee may not be identical to the level of discipline administered to another under similar circumstances, given the possibility of mitigating or aggravating circumstances. The steps of progressive discipline are listed below. However, SCORE may skip or combine steps depending upon the circumstances. For purposes of applying progressive discipline, the Employer may only consider any discipline issued within the preceding thirty six (36) months.

- (a) Written reprimand
- (b) Suspension without pay
- (c) Termination

## ARTICLE 14 – GRIEVANCE PROCEDURE

The Employer recognizes the importance and benefit of settling grievances promptly and fairly in the interest of better employee relations and morale. To this end, the following procedure is outlined. Every effort will be made to settle grievances at the lowest level of supervision.

Employees will be unimpeded and free from unreasonable restraint or interference and free from coercion, discrimination, or reprisal in lawfully seeking adjudication of their grievance.

### Section A. Grievance Defined

1. Grievance – A dispute between SCORE, the Guild or an employee concerning the interpretation, application or alleged violation of the terms or provisions of this Agreement. A grievance regarding a termination shall be filed at grievance Step 2 of the grievance procedures, and within twenty (20) calendar days of notification of such termination.
2. Non-Qualifying Grievance – Verbal or Written Reprimands are not grievable under these procedures. However, if SCORE offers evidence of a verbal or written reprimand in support of a suspension, disciplinary demotion or discharge, the Guild may challenge the existence of just cause supporting issuance of the verbal or written reprimand in the grievance challenging the suspension, demotion or discharge.

### Section B. Procedure

The steps set forth herein shall be followed unless the Executive Director and the Guild, on behalf of the grievant, agree in any particular case that the procedural steps and/or time limits should be modified. Any agreement to modify the procedural steps and/or time limits shall be in writing. In the event that no provision is made to modify any procedural steps and/or time limits, and either of the parties violates them, the grievance/issue shall be considered settled in favor of the party that is not in default at the time.

If any specified participant in the steps below is absent and thus unable to timely participate, such step(s) may be completed by the participant's designee.

1. **Step 1 — Operations Chief Level** – The employee(s) and/or Guild Representative shall submit the grievance/issue in writing to the Operations Chief within ten (10) calendar days from the date that the grievant knew or reasonably should have known of the action precipitating the grievance/issue. The written notice shall set forth:
  - the nature of the grievance,
  - the facts on which it is based,
  - the provision(s) of the Agreement allegedly violated, and
  - relief requested.

Within ten (10) calendar days after receipt of the grievance, the Operations Chief shall schedule a meeting with the grievant, the Guild representative, and the

Captain/Manager for the purpose of considering the grievance. The Operations Chief shall notify the involved parties, in writing, of his/her decision and the reasons therefore within ten (10) calendar days after the meeting has been concluded.

2. **Step 2 – SCORE Executive Director/Grievance Appeal Board** – If the grievance is not settled in Step 1, the Guild shall submit an appeal, in writing, to the Executive Director within ten (10) calendar days. The Executive Director shall convene a Grievance Appeal Board within forty-five (45) calendar days consisting of the Executive Director, the Chair of the Administrative Board of SCORE and the Chair of the Operations Board of SCORE for the purpose of considering the appeal of the decision made by the Operations Chief. In termination cases, the Executive Director will be recused from the Grievance Appeal Board and another member of the Administrative or Operations Board shall be appointed by the Executive Director. Either party may submit a statement in support of, or opposition to, the grievance for consideration by the Grievance Appeal Board, or either party may request to meet with the Board in person to discuss the merits of the grievance. The Executive Director shall notify the parties to the grievance appeal, in writing, of the Grievance Review Board's decision, which shall be by majority rule, and the reasons therefore within ten (10) calendar days thereafter.
3. **Step 3 – Arbitration** – After a written decision is rendered in Step 2, if the grievance has not been settled; only the Guild may refer the matter to arbitration by written notification. The matter must be referred to arbitration within forty-five (45) calendar days after Step 2 written notification is received.

A neutral arbitrator will be selected jointly by both parties. If the parties cannot agree on an arbitrator, they will request a list of seven (7) arbitrators from the Public Employment Relations Commission (PERC), or some other mutually agreed upon source of qualified arbitrators. After receipt of arbitrator names and after the flip of a coin to determine the order of striking names the parties shall alternately strike names to pick an arbitrator. After receiving an acceptable list of potential arbitrators, the arbitrator selection process will not exceed ten (10) days. Any costs shall be split equally by the parties. Both parties shall endeavor to schedule the arbitration hearing as soon as is practicable. Should the arbitrator be unable to hear the matter within sixty (60) calendar days, either party may request a new list of seven (7) arbitrators from PERC and the parties will follow the selection process in this Step 3 to select a new arbitrator.

The total cost of the proceedings shall also be borne equally by both parties. The arbitrator's award shall be final and binding on both parties; provided, however, that no authority is granted to the arbitrator to modify, amend, or delete any terms of this Agreement. When the Guild appeals a grievance to arbitration, such appeal shall be made in writing and shall constitute an election of remedies and, to the extent allowed by law, a waiver of any and all rights by the appealing employee or the Guild to litigate or otherwise contest the appealed matter in any court or other available forum. The parties expressly agree that the arbitrator may limit a back pay award if there is any undue delay in scheduling the arbitration hearing pursuant to the timelines and commitments expressed in this Article.

## **ARTICLE 15 – HEALTH & SAFETY**

### **Section A. Safe Workplace**

The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all federal, state, and local laws applicable to the safety and health of its employees. Recognizing that danger is an inherent aspect of public safety work, employees who have a reasonable basis for believing the assignment would constitute a danger to their health and safety shall report the concern. The employee shall immediately contact a supervisor who shall make a final determination with regard to safety. No directive shall be delayed pending such determination. All on-the-job injuries, no matter how slight, must be reported to SCORE. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness. To mitigate certain hazards in the workplace, for employees providing a prescription to Human Resources, SCORE will: (a) no more than once every other year, reimburse any uncovered portion (up to \$100.00) if the employee processes the purchase of medically necessary prescription safety glasses through insurance; (b) no more than once every other year, pay up to \$100.00 towards the purchase of medically necessary prescription safety glasses, or (c) provide adhesive prescription lenses for SCORE-issued safety glasses at no cost to the employee.

### **Section B. Health & Safety Plan**

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall have effective safety and accident prevention plans in conformance with State (WAC 296-800) and Federal laws.

### **Section C. Light Duty Assignments**

SCORE reserves the right to determine whether light duty assignments are available on a case by case basis and to set the job duties and duration of such assignments.

## ARTICLE 16 – DRUG AND ALCOHOL TESTING

### Section A. Mandatory Testing Program

The Employer considers its employees its most valuable asset. The Employer and Guild share concern for the safety, health and well-being of SCORE members. This community and all SCORE employees have the absolute right to expect persons employed by the Employer will be free from the effects of drugs and alcohol. It is with this purpose in mind that the Employer has adopted a mandatory drug testing program. SCORE may test employees (i) in accordance with Article 11, (ii) following an incident or event involving property damage, injury or safety risk, or (iii) when SCORE has reasonable suspicion that an employee may be violating this policy.

### Section B. Drug & Alcohol Tests Performed

1. Drug and alcohol\* tests shall be performed by a HHS certified laboratory or hospital or clinic certified by the State of Washington to perform such tests. (\* Initial alcohol testing may be performed by a Certified Breath Alcohol Technician or any other person approved to operate an Evidentiary Breath Testing device.)
2. Illegal Drug use Prohibited
  - a. Employees shall only use drugs that are legally prescribed to them by a licensed health care practitioner or purchased over the counter.
  - b. Illegal drugs are those whose use is prohibited under state or federal law.
3. Intoxicants –Employees shall not consume intoxicants when on duty. This includes during any break or meal period whether in or out of uniform.
  - a. Employees shall not report to work or for duty with the odor of intoxicants on their breath or under the influence of intoxicants or under the influence of any controlled substance that may interfere with the employee’s ability to perform their job.
    - i. All breaks are considered on duty time.
    - ii. Any supervisor who reasonably believes that an employee is under the influence of intoxicants shall make a report to the on-duty or on-call shift Captain.
    - iii. Any employee who believes medication may affect their ability to perform any element of their job must report such concern immediately to their supervisor. The employee will not be asked or required to reveal the particulars of any medication they are taking or an underlying medical condition.
  - b. The Employee Assistance Program is available to employees who want or need help in controlling their use of drugs or alcohol.

#### 4. Drug Testing

- a. An initial drug screen shall be performed using Immunoassay (IA) method.
- b. Any positive results on the initial drug-screening list may be confirmed, per Section 4.b below, through use of Gas Chromatography/Mass Spectrometry.
- c. The drug panel and cut off standards shall be as defined by 49 CFR part 40 which sets forth the procedures for drug testing in the Agency of Transportation (DOT).
- d. Confirmed positive drug test results shall be sent to a licensed physician selected by SCORE who, as Medical Review Officer (MRO), will review the affected employee's medical history and other relevant factors to determine if the positive test result should be excused. Test results shall be sent to the Employer's drug and alcohol testing administrator who will notify the Executive Director and employee of the test results.

#### 5. Alcohol Testing

For the purpose of determining whether the employee is under the influence of alcohol, test results of .02 or more based upon the results of an Evidentiary Breath Testing device shall be considered positive. Alcohol test results shall be released to the employee and the Executive Director upon conclusion of the test.

#### 6. Confirmation of Test Results

- a. Employees notified of a positive alcohol test result may request the opportunity to have a blood sample drawn for analysis at either a hospital or certified testing lab as chosen by the Employer.
- b. Employees notified of a positive initial drug test may request that the Medical Review Officer send a portion of their first sample to the hospital or HHS certified laboratory of the employee's choice for testing by Gas Chromatography/Mass Spectrometry.
- c. The cost of employee requested confirmatory tests are the responsibility of the employee. If the test results are negative, the Employer will reimburse the employee for the cost of the test.

#### 7. Positive Test Results

Violations of this Section shall subject employees to discipline up to and including discharge. SCORE reserves the right, for any employee allowed to participate in a qualified treatment program, to require the employee to agree to a "last chance agreement" outlining conduct expectations upon return to work.

## ARTICLE 17 – UNIFORMS

**Section A. Uniform and Equipment Quartermaster System** – A quartermaster system shall be in effect for employees who wear Agency uniforms. The Employer will issue a list of required clothing and equipment and a description of the mechanics of the quartermaster system. Required uniforms and equipment shall be provided to each employee as follows:

1. Required uniforms and equipment shall be provided without cost to the employee as set forth in Agency policy as approved and/or amended by the Executive Director. While SCORE agrees to furnish a locker room or similar area for the convenience of employees, employees are free to put on and take off their uniforms and equipment at home.
2. Upon approval of the Executive Director, when optional uniform items or equipment are approved the item may be purchased by the employee at their own expense.
3. Required uniforms and equipment shall be replaced without cost to the employee when they become unserviceable, as determined by the Executive Director or designee. This does not pertain to equipment or uniform items damaged by the intentional or negligent act of the employee or optional uniform and equipment items.

## ARTICLE 18 – PENSIONS

Pensions for employees covered by the Agreement and contributions to pension funds will be governed by applicable Washington State Statutes.

## ARTICLE 19 – INSURANCES

### Section A. Medical/Dental/Vision Insurance

1. Medical
  - a. SCORE will provide employees the option of two medical plans: a \$250 deductible, or a High Deductible (either \$1,500 or \$3,000).
  - b. Premiums – SCORE will pay 90% of the monthly medical premium for employee and dependent coverage on the \$250 deductible plan, with the remaining 10% covered by the employee. SCORE will pay 100% of the monthly medical premium for employee and dependent coverage on the High Deductible plan. Any co-pays or other out-of-pocket expenses are the employee's sole responsibility.
  - c. Health Saving Account (HSA) – Employees who are enrolled in the High Deductible medical plan may also be eligible to participate in a HSA, depending on IRS rules. SCORE will deposit an amount in the eligible employee's HSA account which can be used to satisfy all or most of the employee's deductible. Employees can also elect to have pre-taxed amounts of their wage earnings

deposited into this same HSA account, not to exceed the IRS limits. Amounts deposited by SCORE into a qualifying employee's account will be according to the level of coverage listed below:

Level of Coverage	Amount Deposited Per Pay Period
Employee Only	\$80.16
Employee + Spouse	\$152.65
Employee + 1 Child	\$114.81
Employee + 2 Children	\$144.03
Employee + SP + 1 Child	\$187.29
Employee + SP + 2 Children	\$216.51

2. Dental/Vision – Premiums for dental and vision insurance will be paid by SCORE for eligible employees.

### **Section B. Life Insurance/AD&D**

SCORE shall furnish to each eligible employee a Basic Life insurance policy in the amount of 1 times annual earnings, including double indemnity, up to a maximum of \$50,000. Qualifying employees can choose to purchase additional life insurance to supplement Basic Life insurance.

### **Section C. Long Term Disability**

Employees will be enrolled in an employer-sponsored long-term disability plan with a benefit equal to 60% of pre-disability earning, reduced by deductible income (e.g., work earnings, worker's compensation, state disability, etc.), with at \$10,000 maximum and \$100 minimum month benefit limitations, payable after a waiting period of ninety (90) calendar days or exhaustion of sick leave — whichever is longer. SCORE will pay the premiums necessary to fund the benefits of the plan.

### **Section D. COBRA**

When an employee or dependent's health care benefits ceases, the employee or dependent shall be offered medical, dental and vision benefits under the provision of Consolidated Omnibus Budget Reconciliation Act (COBRA).

### **Section E. Plan Changes**

Plan terms for any of the insurance benefits listed in this Article, including terms regarding eligibility, coverage and exclusions, control and are as set forth in plan documents. SCORE agrees to maintain substantially equivalent benefits based on the level of plan coverage provided by the plans specified herein. Except as expressly negotiated in this Article, SCORE shall have the exclusive right to select, administer, or change the insurance plans and their terms, so long as the benefits remain substantially equivalent. This right includes, but is not limited to, the selection of plan providers.

## ARTICLE 20 – SPECIAL ASSIGNMENTS

1. **Special Assignment Definition** – A Special Assignment is defined as a full-time assignment requiring specialized training, knowledge, skill, physical ability or expertise. The existence, number, type and duties of Special Assignments are all within SCORE’s discretion, provided that SCORE shall provide the Guild with notice and an opportunity to bargain any additional compensation associated with Special Assignments. The only current Special Assignment positions are Transport Officer, backup Transport Officer, Classification Officer, and Medical Officer.
2. **Special Assignment Selection Policy** – Special Assignments will be open to all eligible Corrections Officers and Sergeants who have completed their probationary period. SCORE will develop a written job description for each Special Assignment that addresses minimum qualifications and may also address desired qualifications. Special Assignments will be posted in accordance with SCORE’s regular practice for posting internal openings. Interested applicants will be required to provide a letter of interest outlining qualifications and a letter of recommendation from their supervisor. SCORE will conduct an oral board among applicants it deems qualified based on past performance evaluations, personnel files, letters of interest and letters of recommendation. The oral board will include, but not be limited to, a standard series of questions developed by SCORE. Following the oral board, SCORE may ask follow-up questions and will select a successful candidate(s) in its sole discretion.
3. **Special Assignment Duration** – Corrections Officers and Sergeants selected and appointed to a Special Assignment (paid or unpaid) shall remain in that assignment for two (2) years, unless the job performance does not meet standards or the employee requests a reassignment from the assigned duties or the Special Assignment is eliminated. To facilitate continuity of services, for the purposes of this Agreement, SCORE reserves the right to extend the length of service in a special duty assignment for up to one (1) additional year. Whenever a Special Assignment period is completed, if SCORE desires to refill the Special Assignment, the selection procedure as outlined above shall be followed.

## ARTICLE 21 – RETENTION OF BENEFITS

**Section A.** Wages, hours, benefits, and working conditions constituting mandatory subjects of bargaining in effect on the effective date of this Agreement shall be maintained unless changed by mutual agreement between the Employer and the governing body of the Guild.

**Section B.** The Employer will notify the Guild of any proposed changes to wages, hours, or working conditions prior to implementation, except if the change is the result of an emergency situation, in which case the Employer will provide as much notice as is practicable. Upon notification, the Guild may either consent to the change or make a demand to bargain. If a demand is made, the parties will meet in a timely fashion.

## ARTICLE 22 – SAVINGS CLAUSE

**Section A.** If any article of this Agreement or any addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby, and the parties shall enter within ten (10) calendar days into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement or modification of such Article held invalid.

**Section B.** This Agreement and any and all amendments and modifications hereafter entered into and executed by and between the parties hereto shall be binding and inure to the benefit of the parties' respective successors and assigns and any other governmental entity succeeding to SCORE's obligations hereunder.

**Section C.** In case of any merger or consolidation by the Employer with another governmental agency, either party shall have the right to reopen this Agreement for negotiation of any positions affected by the merger or consolidation. This provision shall not apply should SCORE add or remove Member Cities.

## ARTICLE 23 – ENTIRE AGREEMENT

**Section A.** The failure of the Guild or SCORE to enforce any of the provisions of this Agreement or to exercise any rights granted or reserved to it by law shall not be deemed a waiver of such right or a waiver of authority to exercise any such right in some other way not in conflict with this Agreement.

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

**Section C.** The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement.

## ARTICLE 24 – DURATION OF AGREEMENT

**Section A.** This Agreement shall be effective January 1, 2019 and shall remain in full force and effect through December 31, 2020, unless otherwise provided for herein, and shall remain in effect during the course of negotiations of a new Agreement.

**Section B.** Within six (6) months prior to the termination date of this Agreement, the Guild or the Employer shall have the right to open this Agreement for the purpose of negotiating changes in the Agreement.

## APPENDIX A – MEDICAL RELEASE FORM

I, \_\_\_\_\_, hereby release \_\_\_\_\_  
to provide the following medical information to my employer. In accordance with  
sections 102(c)(B), 102(c)(C) and 102(c)(4)(C) of the Americans with Disabilities Act, the  
above-named doctor is required to maintain all medical records in association with the  
examination of me on separate forms and in separate medical files and must treat those  
records as a confidential record with the following exceptions:

The above-named doctor may advise my employer regarding:

- Psychological or physical fitness to perform all the essential functions of my  
current job classification;
- If unable to perform all those functions, the duties that I am able to perform and  
which duties I am not able to perform;
- If unable to work at this time, when I can reasonably be expected to return to work  
at my regular duties;
- Any necessary restrictions on my work or duties;
- Any necessary accommodations which may be required to allow me to perform  
the essential functions of my current job classification; and
- Any recommendation for psychotherapy or other form of therapy, counseling  
and/or medical treatment.

This Release is intended to grant no further access to my confidential medical records  
than the Americans with Disabilities Act allows, and the examining physician is instructed  
accordingly.

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**PATIENT/EMPLOYEE**

---

**DATE**

## APPENDIX B - MANDATORY OVERTIME SYSTEM

In order to fairly and effectively manage mandatory overtime, SCORE and the Guild agree to the following process:

1. SCORE requires overtime in two scenarios: shift extensions and scheduled overtime. Shift extensions occur when SCORE requires an employee to extend his or her shift beyond its scheduled start or end time, up to a maximum of four (4) hours. Scheduled overtime includes any other vacancies.
2. When filling shift extensions or scheduled overtime, SCORE first attempts to staff the vacancies with volunteers. When no volunteers are available, or a volunteer cancels on less than ten (10) days notice, SCORE utilizes mandatory overtime.
3. The shift Captains will maintain a mandatory overtime matrix for each shift. The shift matrix records the following in columns:
  - a. The employee's name
  - b. The date the employee last worked a shift extension (volunteer or mandatory)
  - c. The date the employee last worked a scheduled overtime shift (volunteer or mandatory)
  - d. The date the employee is next scheduled to work a scheduled overtime shift (volunteer or mandatory) within 10 days of the end of the employee's current work rotation
  - e. The second date (if applicable) the employee is scheduled to work a scheduled overtime shift

The "Last Worked OT" column (paragraph 3.c. above) is arranged in chronological order (from never, to most distant, to most recent) and determines an employee's position on the matrix, unless another rule in the parties' collective bargaining agreement ("CBA") applies.

4. To fill a shift extension via mandatory overtime, SCORE selects employee(s) starting at the top of the matrix; provided that, SCORE will bypass employees listed as having worked a shift extension until all employees on the shift are reflected as having worked a shift extension.
5. To fill scheduled overtime via mandatory overtime, SCORE selects employee(s) starting at the top of the matrix; provided that, SCORE will bypass (a) employees scheduled to work overtime in the next 10 days (as reflected in the matrix), and (b) employees scheduled for paid time off (PTO) or approved leave within three days of the shift SCORE needs to cover with mandatory overtime.

6. Any time an employee cancels voluntary overtime on less than ten (10) days notice for a non-emergency reason, including calling in sick, he or she will be added to the top of the mandatory overtime call list. Similarly, an employee scheduled to work mandatory overtime who does not appear due to a reason described in Article 10.B.2 of the CBA will be placed at the top of the mandatory overtime list.
7. Notwithstanding the foregoing, employees who have worked two hundred percent (200%) or more of the September – August average of the overtime worked by all Corrections Officers and Sergeants are exempt from the mandatory overtime process unless another rule in the CBA applies.



SIGNATURE BLOCKS	
FOR SCORE OFFICER'S GUILD:  _____  Joshua Pennell President, SCORE Officer's Guild  Date: _____	FOR SOUTH CORRECTIONAL ENTITY (SCORE):  _____  Allan Ekberg Presiding Officer, SCORE Administrative Board  Date: _____

_____  Devon Schrum Executive Director, SCORE  Date: _____
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## SEA-TAC STAKEHOLDER ADVISORY ROUND TABLE

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### August 28, 2019 Recap

The Sea-Tac Stakeholder Advisory Round Table (StART) meeting took place on August 28, 2019 with a focus on recapping the Aviation Noise Working Group's latest efforts, reviewing and discussing the Federal Policy Working Group's Work Plan, and conducting a panel discussion on Part 150 Studies. This voluntary, advisory roundtable, convened by Seattle-Tacoma International Airport Managing Director Lance Lyttle, is a venue for the Port of Seattle to engage with the communities of SeaTac, Burien, Des Moines, Normandy Park, Tukwila and Federal Way. Representatives from Delta Air Lines, Alaska Airlines, and Lynden Transport are also members. The Federal Aviation Administration (FAA) participates as a non-member. The cities of Burien, Des Moines, and Federal Way recently temporarily suspended their involvement in StART.

The Airport Managing Director, Lance Lyttle, provided comments on the decision of three cities to temporarily suspend their involvement. Lyttle stated that the intent of StART was and still is to provide a forum for communities to discuss and address areas of concern. He emphasized that he believes that StART has provided constructive guidance and identified numerous initial actions that benefit the communities. He apologized that the Port did not provide advance community notice on a Commission vote on SAMP-related items and reviewed which projects had preliminary design work funding approved at the Commission meeting. Going forward, he stated that the Port pledges to provide clearer and more consistent notification to cities on all relevant actions taken at future Commission meetings.

Lyttle emphasized that the Port will work in good faith to re-engage the suspended communities. Other StART participants provided comments about the value of StART, the anxieties of communities living near the airport, the importance of acting in good faith, appreciation of the initiatives underway that were recommended by StART, acknowledgement of the importance of collaboration, acknowledgement that efforts such as StART can be challenging in an adversarial environment, and the importance of maintaining perspective that incremental change is achievable and that more systemic change requires changes in federal law.

The Aviation Noise Working Group (Working Group) reported on their August 12 meeting. The summary, provided by Tom Fagerstrom, Port of Seattle, focused on the status of a number of the Working Group's recommended efforts including:

- The status of the Revised Runway Use Agreement, which is currently awaiting FAA approval.
- The Late Night Noise Limitation Program is live.
- The Noise Abatement Departure Procedure Profiles analysis is underway and the consultant will have information to report at the October Aviation Noise Working Group Meeting.
- The contracting for a comprehensive Airfield Noise Assessment is almost complete and the consultant will likely provide an update at the October meeting.
- The new noise complaint system has been installed and gives staff the ability to provide a variety of useful reports to the Port and communities. Guidance was provided by the Working Group on what data might be useful for external reporting.



## SEA-TAC STAKEHOLDER ADVISORY ROUND TABLE

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The Federal Policy Working Group (FP Working Group), met on July 8 and August 5. Eric Schinfeld, Port of Seattle, provided an overview of the Work Plan and priorities identified by FP Working Group participants. The Work Plan includes:

- Identified actions related to priorities within the FAA Reauthorization Act.
- Advocacy related to current Congressional legislation.
- Numerous other action items identified by the FP Working Group related to the WHO Europe Study, GAO study related to Metroplex airports, and high speed rail and transportation options.
- Potential development of new federal legislation.

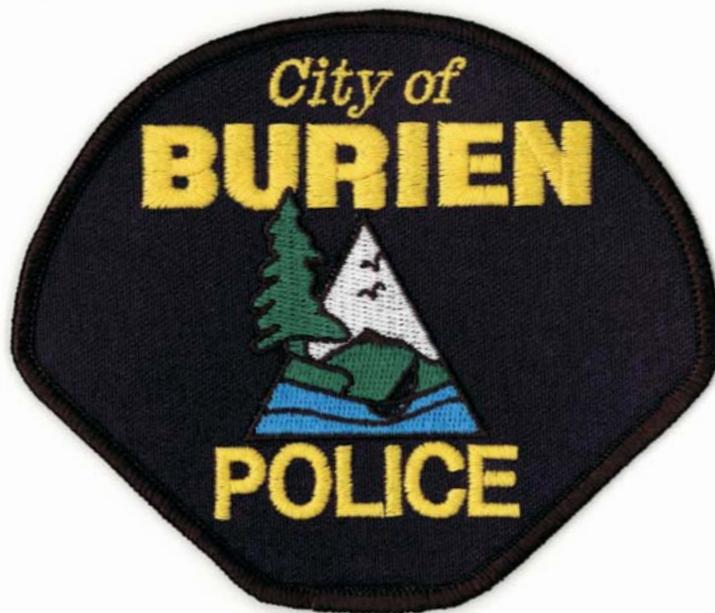
A focus of the meeting was presentations and a panel discussion on Part 150 Studies. Mary Ellen Eagan, an independent consultant from Harris Miller Miller & Hanson (HMMH), who is a national expert in Part 150 Studies, provided an overview of the history, purpose, components, and process of a Part 150 Study. She reviewed some differences between a master planning process and a Part 150 study and how data from a master planning process dovetails with a Part 150 study. She noted that Part 150 studies typically take from 1-3 years. Stan Shepherd, Port of Seattle, described the Port's sound insulation program. He reviewed the eligibility requirements and how those are determined. He shared data on the implementation of the program and the timetable for additional projects.

After the presentations, the panel members including Cayla Morgan and Janell Barrilleaux from the FAA, answered questions asked by StART participants and covered topics including how Noise Exposure Maps are developed, the role of noise monitors in Part 150 studies, and the regulations surrounding homeowner noise insulation. StART participants emphasized their interest in changing federal policy to allow for additional sound insulation funding and eligibility, analyzing implementation of local building codes related to noise insulation, and additional analysis on local land use compatibility under flight paths.

Public comment was heard. The next meeting is scheduled for October 23 at 6 p.m., at the Conference Center at Seattle-Tacoma International Airport. The public is invited to attend.

StART meeting documents may be found on the Port of Seattle [website](#).

## Second Quarter 2019



Prepared by: The Crime Analysis Unit  
of the King County Sheriff's Office

# CITY OF BURIEN

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**CHIEF OF POLICE SERVICES**

Major Ted Boe

**CAPTAIN**

Captain Jessica Sullivan

**MAYOR**

Mayor Jimmy Matta

**DEPUTY MAYOR**

Deputy Mayor Austin Bell

**COUNCIL MEMBERS**

Bob Edgar

Lucy Krakowiak

Krystal Marx

Pedro Olguin

Nancy Tosta

**CITY MANAGER**

Brian Wilson

# **CITY OF BURIEEN POLICE SERVICES REPORT**

<b>CITY MAP</b>	<b>1</b>
<b>CITY CRIME SUMMARY</b>	<b>2</b>
<b>CRIMES AGAINST PERSONS, PROPERTY, AND SOCIETY</b>	<b>3</b>
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**City of Burien**  
**Second Quarter Statistics 2019**  
**Crime Analysis Unit**

*Information as of August 13, 2019*

In mid-2018 the King County Sheriff's Office (KCSO) switched to reporting crime statistics to the Federal Bureau of Investigation's (FBI) National Incident Based Reporting System (NIBRS) format. The 2019 quarterly statistical reports are the first year KCSO has adopted the NIBRS terminology. During the switch, KCSO also changed report management systems (RMS), which allows for the ability to automatically push KCSO NIBRS data to the Washington Association of Sheriffs & Police Chiefs for reporting to the FBI. As with any change, issues have come up and are being worked through regarding data consistency and accuracy. The KCSO Crime Analysis Unit (CAU) is working on those issues, and quarterly reports may need to be amended as fixes become available. CAU will give notice to the City Chief if a major edit needs to be made.

*Crime statistics included in this report are based on **crime recorded within the city boundaries** organized by the **date the initial police report of a crime was taken**<sup>1</sup>, to provide useful working data for city chiefs and city councils. The statistics are **not the official crime statistics for the city**, and should not be compared to the yearly WASPC reporting to NIBRS<sup>2</sup>. Official crime statistics for the cities that will be recorded by the FBI can be found in the state-wide Crime in Washington report [here](#).*

<b>OFFENSE SUMMARY</b>	<b>1-Q</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>2-Q</b>	<b>YTD</b>
<b>Crimes Against Persons</b>	<b>148</b>	45	40	37	<b>122</b>	<b>270</b>
<b>Crimes Against Property</b>	<b>449</b>	146	168	174	<b>488</b>	<b>937</b>
<b>Crimes Against Society</b>	<b>38</b>	26	11	17	<b>54</b>	<b>92</b>
<b>Cases Closed/Cleared<sup>3</sup></b>	<b>280</b>	96	96	103	<b>295</b>	<b>575</b>
<b>Total Domestic Violence Cases<sup>4</sup></b>	<b>88</b>	25	34	31	<b>90</b>	<b>178</b>
<b>Total Arrests Adults<sup>5</sup></b>	<b>350</b>	123	131	131	<b>385</b>	<b>735</b>
<b>Total Arrests Juveniles<sup>6</sup></b>	<b>27</b>	10	9	7	<b>26</b>	<b>53</b>

*Offense statistics are based on approved summary and arrest reports in the RMS. As of August 13, 2019 seven reports in the RMS were not approved and thus not included in this report.*

<sup>1</sup> Previously, quarterly crime statistics were based off of how the crime was originally recorded in our computer aided dispatch (CAD) system, in most cases without reference to later investigative developments. Because we are now pulling from the case itself in the report management system (RMS), and only pulling approved cases, we may get different results for the same time period depending on when we pull the data. What we are providing is a snapshot at a given time.

<sup>2</sup> NIBRS reporting for a city will only track offenses with that city as a "Primary Agency". This will exclude some crime that occurred within the geographical boundaries of the city and is intended to exclude crimes investigated by King County Metro Transit and Sound Transit police. While in most cases the primary agency will be correctly assigned, we have found that sometimes offenses have been incorrectly assigned to unincorporated King County, especially in cities where unincorporated units handle many of the calls. We are working on addressing this issue through training. NIBRS statistics for a given time period are not fixed once initially generated – they can be updated every month as new developments occur and will also (usually) be based on the date of the offense rather than the date of the initial report. We only upload official NIBRS stats on a monthly basis and require report approval before upload. Because of this, there can also be some delay before WASPC records a crime, especially when complex cases are involved.

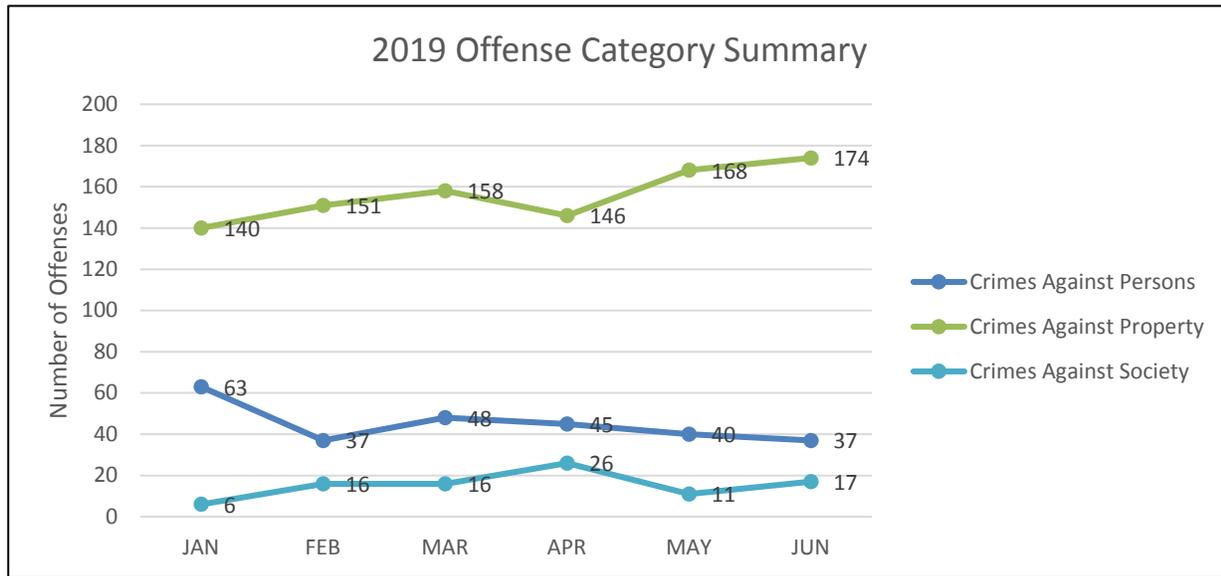
<sup>3</sup> In July 2019 we adjusted the query to exclude exceptional clearances for criminal incidents, causing the number of cases closed/cleared to go up in Q1 reporting from 84 to 88. The change is reflected in Q2 reporting.

<sup>4</sup> Number of cases in this jurisdiction or investigated by this jurisdiction's police that include at least one DV offense. In August 2019 we re-ran the Q1 stat and number increased from 86 to 88.

<sup>5</sup> Includes bookings at time of incident, warrant arrests, and referrals for prosecution.

<sup>6</sup> Includes bookings at time of incident, warrant arrests, and referrals for prosecution.

**City of Burien**  
 Second Quarter Statistics 2019  
 Crime Analysis Unit



**Category Break Out of Offenses**

NIBRS offenses fall under three categories: Crimes Against Persons, Crimes Against Property, and Crimes Against Society. For a list of all NIBRS offenses that fall into the three categories, please look [here](#).<sup>7</sup>

<b>Crimes Against Persons</b>	<b>1-Q</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>2-Q</b>	<b>YTD</b>
Aggravated Assault Offenses	<b>33</b>	6	5	6	<b>17</b>	<b>50</b>
Simple Assault	<b>80</b>	27	25	17	<b>69</b>	<b>149</b>
Intimidation Offenses	<b>19</b>	5	8	9	<b>22</b>	<b>41</b>
Homicide Offenses	<b>1</b>	1	0	0	<b>1</b>	<b>2</b>
Human Trafficking Offenses	<b>0</b>	0	0	0	<b>0</b>	<b>0</b>
Kidnapping <sup>8</sup>	<b>0</b>	0	0	1	<b>1</b>	<b>1</b>
Sex Offenses <sup>9</sup>	<b>15</b>	6	2	4	<b>12</b>	<b>27</b>
<b>TOTAL Crimes Against Persons</b>	<b>148</b>	<b>45</b>	<b>40</b>	<b>37</b>	<b>122</b>	<b>270</b>

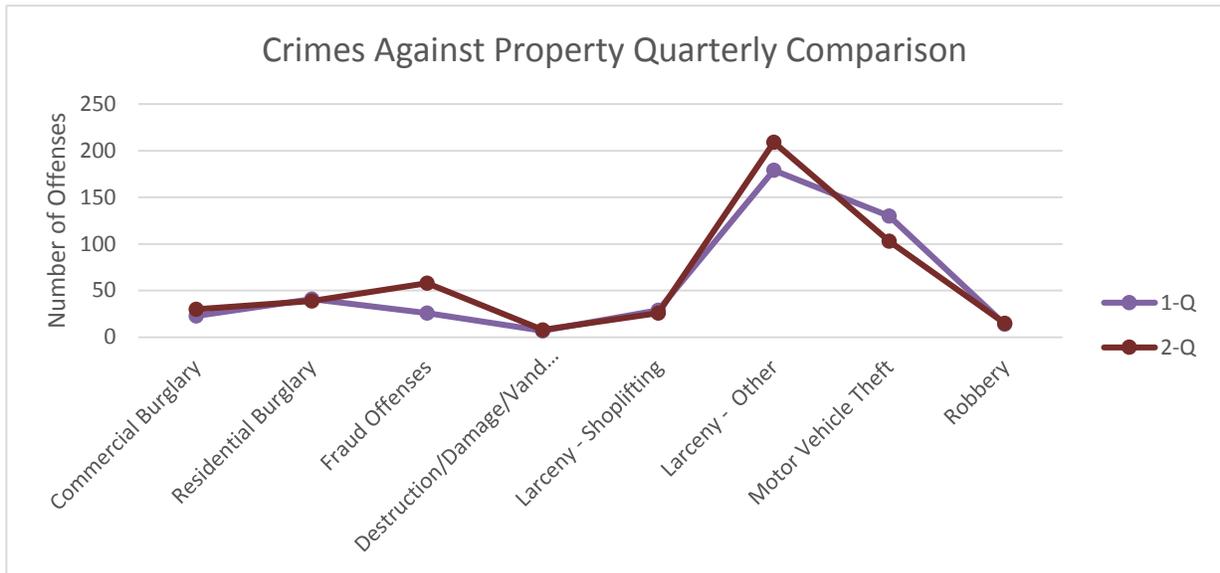
<sup>7</sup> NIBRS offense codes are aligned to the internal KCSO Final Classification Codes (FCRs) in a standardized manner except that when the Records Unit manually changes a NIBRS code on a report (in accordance with NIBRS rules), then the FCR and NIBRS code may not match.

<sup>8</sup> Excludes custodial interference cases.

<sup>9</sup> Includes pornography offenses.

**City of Burien**  
 Second Quarter Statistics 2019  
 Crime Analysis Unit

<b>Crimes Against Property</b>	<b>1-Q</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>2-Q</b>	<b>YTD</b>
Commercial Burglary	23	7	14	9	30	53
Residential Burglary	41	12	8	19	39	80
Fraud Offenses	26	14	24	20	58	84
Destruction/Damage/Vandalism of Property	7	1	0	7	8	15
Larceny - Shoplifting	29	9	11	6	26	55
Larceny - Other	179	73	67	69	209	388
Motor Vehicle Theft	130	26	38	39	103	233
Robbery	14	4	6	5	15	29
<b>TOTAL Crimes Against Property</b>	<b>449</b>	<b>146</b>	<b>168</b>	<b>174</b>	<b>488</b>	<b>937</b>



<b>Crimes Against Society</b>	<b>1-Q</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>2-Q</b>	<b>YTD</b>
Drug/Narcotic Offenses	25	22	7	13	42	67
Prostitution Offenses	0	0	0	0	0	0
Weapon Law Violations	13	4	4	4	12	25
<b>TOTAL Crimes Against Society</b>	<b>38</b>	<b>26</b>	<b>11</b>	<b>17</b>	<b>54</b>	<b>92</b>

**City of Burien**  
 Second Quarter Statistics 2019  
 Crime Analysis Unit

**Larceny Break Out of Offenses**

<b>Larceny Details</b>	<b>1-Q</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>2-Q</b>	<b>YTD</b>
Pocket-picking	1	0	0	2	2	3
Purse-snatching	4	1	0	2	3	7
Shoplifting	29	9	11	6	26	55
Theft From Building	38	9	11	13	33	71
Theft From Coin-Operated Machine or Device	1	0	0	1	1	2
Theft From Motor Vehicle	91	41	31	18	90	181
Theft of Motor Vehicle Parts or Accessories	14	8	8	8	24	38
All Other Larceny	30	14	17	21	52	82
<b>TOTAL</b>	<b>208</b>	<b>82</b>	<b>78</b>	<b>71</b>	<b>231</b>	<b>439</b>

**Charges on Arrests**

<b>Charges on Arrests</b>	<b>1-Q</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>2-Q</b>	<b>YTD</b>
Aggravated Assault	17	2	3	4	9	26
Burglary/Breaking & Entering	18	5	2	3	10	28
Counterfeiting/Forgery	2	0	0	0	0	2
Destruction/Damage/Vandalism of Property	15	8	3	5	16	31
Disorderly Conduct	7	0	4	3	7	14
Driving Under the Influence	62	22	20	20	62	124
Drug Equipment Violations	0	2	0	1	3	3
Drug/Narcotic Violations	10	8	3	6	17	27
False Pretenses/Swindle/Confidence Game	0	0	1	0	1	1
Identity Theft	0	0	1	0	1	1
Intimidation	5	2	3	3	8	13
Liquor Law Violations	0	1	0	0	1	1
Motor Vehicle Theft	3	2	2	0	4	7
Pocket-picking	0	0	0	1	1	1
Rape	2	0	0	0	0	2
Robbery	4	1	0	1	2	6
Shoplifting	11	4	3	4	11	22
Simple Assault	64	19	18	11	48	112
Stolen Property Offenses	15	5	2	6	13	28
Theft From Building	5	0	0	1	1	6
Theft From Motor Vehicle	1	2	1	3	6	7
Trespass	16	3	4	9	16	32
Violation of No Contact Orders	14	10	10	15	35	49
Weapon Law Violations	8	5	5	3	13	21
All Other Larceny	2	2	1	2	5	7
All Other Offenses	73	45	48	50	143	216
Not Reportable to NIBRS (Traffic/Warrants) <sup>10</sup>	101	37	49	32	118	219
<b>Grand Total</b>	<b>455</b>	<b>185</b>	<b>183</b>	<b>183</b>	<b>551</b>	<b>1006</b>

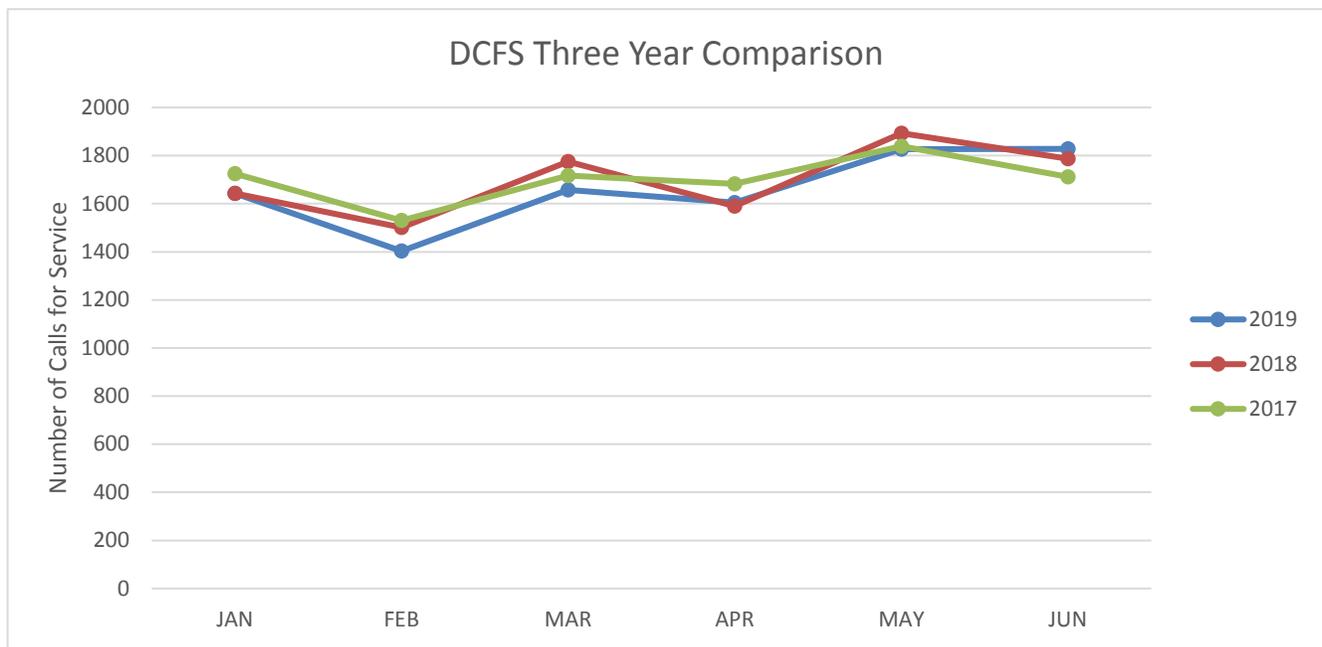
<sup>10</sup> Due to NIBRS, not all traffic charges are captured under NIBRS Non-reportable as some are within the above line, "All Other Offenses".

**City of Burien**  
 Second Quarter Statistics 2019  
 Crime Analysis Unit

**Dispatched Calls for Service & Average Response Time**

The below information was generated from our CAD system.

<b>Dispatched Calls</b>						
<b>for Service</b>	<b>1-Q</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>2-Q</b>	<b>YTD</b>
N1	<b>707</b>	225	232	258	<b>715</b>	<b>1422</b>
N2	<b>843</b>	356	379	371	<b>1106</b>	<b>1949</b>
N3	<b>597</b>	219	249	228	<b>696</b>	<b>1293</b>
N4	<b>400</b>	130	156	150	<b>436</b>	<b>836</b>
N5	<b>1564</b>	503	598	613	<b>1714</b>	<b>3278</b>
N6	<b>593</b>	172	213	208	<b>593</b>	<b>1186</b>
<b>TOTAL DCFS</b>	<b>4704</b>	1605	1827	1828	<b>5260</b>	<b>9964</b>



<b>AVG Response Time</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>1-Q</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>2-Q</b>
<b>Critical Dispatch X=</b>	<b>4.57</b>	<b>2.12</b>	<b>2.66</b>	<b>2.95</b>	<b>2.75</b>	<b>7.84</b>	<b>3.18</b>	<b>5.04</b>
<b>Immediate Dispatch 1=</b>	<b>9.81</b>	<b>9.68</b>	<b>9.16</b>	<b>9.57</b>	<b>10.24</b>	<b>9.18</b>	<b>10.02</b>	<b>9.80</b>
<b>Prompt Dispatch 2=</b>	<b>12.16</b>	<b>14.01</b>	<b>12.77</b>	<b>12.94</b>	<b>12.60</b>	<b>11.57</b>	<b>12.17</b>	<b>12.09</b>
<b>Routine Dispatch 3=</b>	<b>33.82</b>	<b>39.15</b>	<b>41.21</b>	<b>37.98</b>	<b>37.30</b>	<b>38.71</b>	<b>40.30</b>	<b>38.82</b>

**City of Burien**  
Second Quarter Statistics 2019  
Crime Analysis Unit

## **GLOSSARY OF TERMS**

### **Arrests**

An arrest is recorded when at least one suspect is arrested, cited, or referred for prosecution for a crime. "Total Arrests" indicate the number of approved arrest reports within each date range. "Charges on Arrests" detail the charges on those arrests. Multiple charges may exist for any given arrest. Arrest data for the Crime in Washington report is compiled slightly differently, and is based on the NIBRS categorization of the offense rather than the NIBRS categorization of each associated charge.

### **Cases Closed/Cleared**

Criminal cases are cleared by arrest, or in some circumstances, by exceptional means (the suspect died, is imprisoned on another charge, victim refuses to testify, etc.). The types of case closures are as follows:

**Cleared by Arrest:** A case can be closed by arrest when at least one suspect is positively identified and charges are recommended to the Prosecuting Attorney's Office. This closure does not require physical booking into a jail or juvenile detention facility. It also does not require the charging of all suspects, if there are multiple suspects in the crime, or of charges for all offenses, if there are multiple offenses in a crime. This category includes criminal citations into district and municipal courts for misdemeanors and felony filings into Superior Court, as well as all filings into Juvenile Court.

**Exceptional Clearance:** A case can be closed "exceptional" if it can be established that a crime has been committed and the identity of a suspect is positively confirmed, but due to circumstances beyond our control, no charges are filed. An example of this type of closure is a case in which the victim declines to assist in prosecution. Another example is when another police agency files charges on a related crime stemming from the same incident. (Car stolen in King County, but suspect arrested out of the stolen car in Bellevue. Bellevue P.D. charges the suspect with possession of the stolen car. We close the stolen car case "exceptional.")

**Unfounded:** Cases are closed as "unfounded" when the investigation reveals that no crime has been committed. An example would be the report of a theft by one party that is determined to be a false report by interviewing other independent witnesses. Reports of crimes determined false are typically not included on this report. Unfounded cases are not included on NIBRS statistics.

**Administrative Clearance:** This clearance is used primarily to close non-criminal police investigations like found property. For instance, if a citizen finds and turns over to police a wallet. Investigation reveals who the owner of the wallet is and the item is returned to that person.

### **Dispatched Calls for Service**

Calls received in the Communications Center which result in one or more patrol units being dispatched.

### **Domestic Violence**

Domestic Violence is a subcategory to other offenses that occurs when the offense is committed by one family or household member against another. Family or household members are spouses, former spouse, persons related by blood or marriage, persons who have a child in common, former/current roommates, persons who have or had a dating relationship, and persons who have a biological or legal parent-child relationships, including stepparents and stepchildren and grandparent and grandchildren. In some cases, the age of the victim or suspect may determine whether or not the legal definition above is met. For the purposes of this report, cases in this jurisdiction or investigated by this jurisdiction's police that have at least one domestic violence offense associated are counted.

**City of Burien**  
Second Quarter Statistics 2019  
Crime Analysis Unit

**NIBRS**

The National Incident-Based Reporting System is an update to the FBI's Uniform Crime Reporting Program that is intended to capture more details on crime incidents than the previous Summary Reporting System. Starting in 2021, the FBI will require agencies to submit data through NIBRS. For more information on the NIBRS transition, visit [www.fbi.gov/nibrs](http://www.fbi.gov/nibrs).

While this report uses NIBRS terminology to categorize offenses, it is intended to provide useful working data and should not be viewed as the official crime statistics for the jurisdiction.

NIBRS divides crime into three major categories. This report provides data on selected offenses within each category:

**Crimes Against Persons:** Included offenses are murder and non-negligent homicide, negligent manslaughter, human trafficking for commercial sex acts and involuntary servitude, assault, kidnapping (custodial interference excluded), and sex offenses (e.g. rape, sexual assault, child molestation and related). These are defined as crimes against persons because the victims are always individuals. Some offenses related to pornography/obscene material are a NIBRS Crimes Against Society but are included on this report under sex offenses for simplicity.

**Crimes Against Property:** The object of Crimes Against Property is to obtain (or destroy) money, property, or some other benefit. Burglary, fraud, vandalism, robbery, motor vehicle theft, and all kinds of larceny all fall into this category.

**Crimes Against Society:** Crimes against society are offenses against society's prohibition against engaging in certain types of activity and typically do not have individual victims. Relevant offenses in this category include illegal drug activity, prostitution-related offenses, and weapon law violations.

**Response Times/Priorities**

**Priority X - Critical Dispatch:** This category is used for those calls that pose an obvious threat to the safety of persons. Examples include shootings, stabbings and in-progress crimes such as robberies or burglaries where the possibility of a confrontation between a victim and suspect exists.

**Priority 1 - Immediate Dispatch:** This category is used for those calls that require immediate police action. Examples include silent alarms, injury traffic accidents, in-progress crimes or crimes that have just occurred where a suspect may still be in the immediate area.

**Priority 2 - Prompt Dispatch:** This category is used for those calls that could escalate to a more serious degree if not policed quickly. Examples include verbal disturbances and blocking traffic accidents.

**Priority 3 - Routine Dispatch:** This category is used for those calls where response time is not a critical factor. Examples include burglaries and larcenies that are not in progress, audible alarms, or other routine reports.

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# City of Burien Police Services Report

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## SCA Public Issues Committee AGENDA

September 11, 2019 – 7:00 PM  
Renton City Hall

1. **Welcome and Roll Call** – Ed Prince, Renton, Chair 2 minutes
2. **Public Comment** – Ed Prince, Renton, Chair 10 minutes
3. [Approval of Minutes – July 10, 2019 Meeting](#) 2 minutes  
Page 4
4. **Chair’s Report** – Ed Prince, Renton, Chair 5 minutes
5. **Executive Director’s Report** – Deanna Dawson, SCA Executive Director 10 minutes
6. [King County Charter Regional Committees](#) 15 minutes  
ACTION  
Page 15  
Brian Parry, Policy Director
7. [VISION 2050 Guiding Principles](#) 15 minutes  
ACTION  
Page 18  
Brian Parry, Policy Director
8. [Proposed King County Regional Homelessness Authority](#) 15 minutes  
DISCUSSION/POTENTIAL FUTURE ACTION  
Page 30  
Deanna Dawson, Executive Director
9. [Affordable Housing](#) 15 minutes  
DISCUSSION  
Page 56  
Brian Parry, Policy Director
10. [SCA 2020 Legislative Agenda](#) 10 minutes  
DISCUSSION  
Page 66  
Brian Parry, Policy Director
11. [Domestic Violence Awareness Month](#) 5 minutes  
DISCUSSION  
Page 71  
Cynthia Foley, Policy Analyst

12. [I-976](#)  
UPDATE 5 minutes  
Page 75  
Brian Parry, Policy Director

13. [Levies and Ballot Measures in King County](#)  
UPDATE 5 minutes  
Page 91  
Brian Parry, Policy Director

14. [Potential Upcoming SCA Issues](#)  
UPDATE 5 minutes  
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Brian Parry, Policy Director

**15. Informational Items**

- a. [King County Clean Water Plan](#)  
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**16. Upcoming Events**

- a. SCA Networking Dinner (guest speaker Commissioner of Public Lands Hilary Franz, sponsor Foster Pepper) – Wednesday, September 25, 2019 – 5:30 to 8:00 PM – Embassy Suites Tukwila
- b. SCA Public Issues Committee – Wednesday, October 9, 2019 – 7:00 to 9:00 PM (6:00 PM Pre PIC Workshop on Social Media) – Renton City Hall
- c. SCA Partner Forum with Seattle/King County Building Trades (topic: Community Workforce Agreements) – Wednesday, October 23, 2019 – 11:30 AM – Local 32, Renton
- d. SCA Networking Dinner (guest speakers SCA Past Presidents Mayor Ken Hearing, Mayor Denis Law, and Mayor John Marchione, sponsor Sound Transit) – Wednesday, October 30, 2019 – 5:30 to 8:00 PM – Renton Pavilion Event Center
- e. SCA Public Issues Committee – Wednesday, November 13, 2019 – 7:00 to 9:00 PM (6:00 PM Pre PIC Workshop on *Martin v. City of Boise* decision and implications for cities) – Renton City Hall
- f. SCA Partner Forum with CenturyLink (topic: infrastructure and economic development) – Thursday, November 21, 2019 – 3:00 PM – location to be determined
- g. SCA Annual Meeting (guest speaker University of Washington President Ana Mari Cauce, sponsor Comcast) – Wednesday, December 4, 2019 – 5:30 to 8:00 PM – Renton Pavilion and Event Center
- h. SCA Public Issues Committee – Wednesday, December 11, 2019 – 7:00 to 9:00 PM (6:00 PM SCA Board Elections) – Renton City Hall

**17. For the Good of the Order**

**18. Adjourn**

## **VISION 2050 Statement of Guiding Principles**

### **Action Item: September 11, 2019 SCA Public Issues Committee**

Contact: SCA Policy Director Brian Parry at [brian@soundcities.org](mailto:brian@soundcities.org) or 206-499-4159.

#### **Background**

The Puget Sound Regional Council (PSRC) recently released a [draft update](#) to the region's long-range plan for growth – VISION 2050 – for a 60-day comment period ending on September 16. At the July 10 SCA Public Issues Committee (PIC), members voted to consider adopting a statement of guiding principles related to the update to VISION 2050 at the next PIC meeting on September 11.

The draft guiding principles below are based on comments by cities during the update to VISION 2050, feedback from staff, and PIC discussions. If approved, the principles would be used to guide the work of SCA members on the PSRC boards and the King County Growth Management Planning Council (GMPC) as they engage with county and regional stakeholders to approve and implement the updated regional plan.

NOTE: The GMPC, which includes representatives of SCA, King County, and special purpose districts is in the process of drafting a comment letter on the draft update to VISION 2050. When available, the draft letter will be provided to SCA cities for feedback and it will also be included on the agenda for discussion at the September 11 PIC meeting.

With no August PIC meeting, SCA is distributing an early draft of the proposed guiding principles to provide additional opportunity for feedback. We ask that member cities provide any feedback on this early draft by August 16 if you wish to have that feedback incorporated in the version distributed with September PIC agenda packet. There will also be opportunity for additional discussion and amendment to the proposed position statement at the September 11 PIC meeting.

Additional background on the update to VISION 2050 and the proposed guiding principles can be found in the [July 10 PIC packet](#).

#### **Proposed Statement of Guiding Principles Regarding the Update to VISION 2050:**

- 1. Maximize the benefits of the region's significant investments in high-capacity transit by setting ambitious regional goals for attracting housing and jobs in proximity to this transit.**

Discussion: The Transit Focused Growth alternative analyzed in the DSEIS performed comparably better regionally in modeling potential environmental impacts of 1) air quality and community health; 2) the degree of forecasted climate change; 3) increases in transit use and thus access to jobs; and 4) an increased supply of the moderate-density housing most associated with increasing access to affordability.

The draft Regional Growth Strategy includes an ambitious goal to “attract 65% of the region's residential and 75% of the region's employment growth to high-capacity transit station areas.” PSRC has previously affirmed this numerical goal as an aspirational regional statement and not as a standard applied to individual jurisdictions and their station areas and this should be clearly stated

in the plan. Implementation of a transit focused strategy should not be one-size-fits-all and significant analysis will be required to determine what can be realistically achieved within individual jurisdictions while promoting improved quality of life.

- 2. Incorporate policies and regional actions that mitigate displacement risk, ensure equitable outcomes and access to opportunity, and support affordable housing preservation and development most suitable for each city and town across the four-county region.**

Discussion: Because focusing growth near transit emphasizes redevelopment, it also carries a relatively greater risk of displacing existing affordably-priced housing and vulnerable populations. SCA supports the development of effective displacement mitigation tools and strategies for centering equity in regional planning. This work should be supported by the development of a regional housing needs assessment and through direct PSRC technical assistance to develop effective affordable housing goals, strategies, and programs. Providing tools to address affordability is preferable to “top-down” mandates as cities and towns address the region’s affordable housing crisis within the constraints of their own local housing markets.

- 3. Conduct further work by PSRC and member jurisdictions to mutually clarify expectations related to local plan growth targets.**

Discussion: It is critical to include counties, cities, and towns in a process to transparently set growth targets, and in developing the guidance that PSRC will provide. Local targets must: 1) be based on real-world circumstances; 2) reflect the ability of jurisdictions to provide necessary services and infrastructure; and 4) recognize that market forces often act independent of local policy.

Meeting the goal of encouraging efficient use of urban land requires that the Regional Growth Strategy not be used to set caps on growth when it can be demonstrated that existing or planned infrastructure—including access to transit—is available to accommodate that growth.

- 4. Provide technical assistance and advocate for resources for cities and towns to implement VISION 2050.**

Discussion: Developing local comprehensive plans is complex and demands significant resources. It is critical that the four-county region advocate for state resources for local planning, necessary infrastructure investments, and provide technical assistance for cities and towns, especially smaller jurisdictions, to effectively implement VISION 2050.

## Draft dated 8/26/19

September 16, 2019

Councilmember Ryan Mello  
Chair, Growth Management Policy Board  
Puget Sound Regional Council  
1011 Western Avenue, Suite 500  
Seattle, WA 98104-1035

Dear Councilmember Mello:

King County continues to successfully implement VISION 2040. King County has created vibrant urban centers, protected natural resource lands and rural areas, and directed public investments supporting efficient use of land by focusing the majority of growth into cities and the Urban Growth Area.

King County intends to stay on this path with VISION 2050. The county and its cities support the plan's common planning framework because it envisions a sustainable, equitable future for all our residents. The rest of the central Puget Sound region must continue this foundational work.

However, the county's success in growth management has not come without challenges. Our ability to continue on this path and to implement VISION 2050 will determine its long-term success. Local governments face financial challenges that may impede their capacity to fully implement VISION 2050. The funding structure of local governments at both the municipal and county levels must be addressed to make VISION 2050 a reality while preventing deepening racial and social inequities.

King County is overall very supportive of the Draft VISION 2050 Plan as it successfully addresses the challenges of accommodating another 1.8 million people while guiding the region to a more sustainable and equitable future. VISION 2050 can be further strengthened to adapt to a rapidly changing region as noted below.

*The growth pattern should maintain the integrity of the Urban Growth Area and prioritize cities and centers for accommodating growth.*

Guided by the state Growth Management Act, King County and the cities have for the past 25 years accommodated nearly all new housing and jobs in cities and designated centers within the Urban Growth Area. This is a pattern that can be achieved regionally as the region builds out its high-capacity transit system.

Draft VISION 2050 Plan policies and actions significantly advance this approach to managing growth. The Transit Focused Growth alternative anticipates the best environmental outcomes across a range of areas including health, climate change, housing, and transportation if displacement risk for communities most in need is addressed. The additional policy proposals below emphasize the plan's approaches for concentrating new development, providing for locally-tailored growth targets and implementation, and discouraging growth in rural areas not served by transit:

*Additional Growth Pattern Policy Proposals:*

- The adopted Regional Growth Strategy should mirror the Transit Focused Growth alternative in all four counties by reducing allocated population growth in rural and unincorporated urban areas lacking high capacity transit; in areas where residential development results in significant negative impacts to transportation and the environment; and in areas where such growth would increase pressure on the existing UGA boundary;
- Include strong support for tools that can encourage housing and employment growth consistent with the Regional Growth Strategy. These tools include transfer or purchase of development rights, infrastructure policies, land use regulations, and economic incentives;
- Provide for countywide processes to set locally tailored growth targets that are consistent with the Regional Growth Strategy in VISION 2050 and coordinated across the region; and
- Land use plans should take into account impacts on other public systems, including infrastructure and school capacity, and be coordinated with policies that support concurrent investments to meet the needs of growing communities.

*VISION 2050 should advance racial and social equity outcomes as a cornerstone principle of the plan.*

Achieving VISION 2050 depends on continuing to dismantle inequitable land use patterns that constrain quality of life for communities of color, Native and Indigenous peoples, low-income households, and immigrants and refugees. Policies and implementation strategies should be rooted in achieving equitable health, housing, economic, and environmental outcomes for all residents. Equity issues are also addressed in the housing, climate change, and hazards themes further in the letter.

Draft VISION 2050 Plan policies and actions are positioned to significantly advance this issue. The proposal to develop the Regional Equity Strategy, as called-for in RC-Action-3, is a start to moving the region to a more equitable future. The policy proposals below emphasize the plan's approaches to

acknowledging ancestral lands, creating opportunities, reducing disparities, and mitigating displacement:

*Additional Equity Policy Proposals:*

- Ensure that communities and places most negatively impacted by racial and social inequities hold power and meaningfully influence regional policies and plans that integrate their perspectives, concerns, solutions and values to drive progress on racial and social equity;
- Continue to work on displacement risk and opportunity mapping; monitor, assess and promote strategies for community stabilization and neighborhood business retention;
- Conduct and make widely available for jurisdictional use, a baseline assessment of distributional equity at region-wide, countywide, and municipal scales that includes how equitably opportunities and burdens are distributed and contribute to equitable social, economic, health, and environmental outcomes;
- Establish a monitoring program to measure progress toward racial and social disparity reduction; and
- Develop an equity impact tool for evaluating PSRC board and work decisions.

*VISION 2050 should allow for a variety of housing types while addressing housing affordability for all residents, especially for those in the lowest income categories.*

Increased attention on affordable housing and housing diversity is a crucial part of achieving inclusive growth. Intentional action on housing affordability is necessary to ensure that people are not pushed out of the region as housing prices continue to rise.

Draft VISION 2050 Plan policies and actions significantly enhance the approach to this issue. The additional policy proposals below will emphasize the plan's focus on low- and very-low-income households, preserving long-term affordable housing options, reducing households' cost burden, and supporting interjurisdictional cooperation:

*Additional Housing Policy Proposals:*

- Ensure equitable housing accessibility to jobs matches anticipated wages. Jurisdictions should be encouraged to consider expected incomes from current and future jobs as they conduct housing planning activities;
- The Regional Growth Strategy should quantify the need for affordable housing that will eliminate cost burden and racial disproportionality in cost burden for all economic segments of the population, including those earning at or below 80 percent of Area Median Income throughout the region. This

- will provide necessary structure and focus to regional affordable housing discussions; and
- King County invites PSRC to work with the King County Growth Management Planning Council's newly-launched Affordable Housing Committee in implementing Regional Housing Strategy H-A-1. This countywide advisory body recommends actions and assesses progress toward implementation of the countywide Regional Affordable Housing Task Force Five-Year Action Plan. The Committee provides coordination and accountability for affordable housing efforts across King County.

*VISION 2050 should reduce greenhouse gas emissions, address hazard mitigation, and promote regional open space.*

*Climate change* is a paramount challenge. It has far-reaching consequences for our communities, in particular our most vulnerable populations, including higher temperatures, rising seas, decreasing mountain snowpack, and less streamflow during summer months.

Draft VISION 2050 Plan policies and actions move us toward meeting our climate change goals and significantly increase the focus on climate change, emphasized by the new chapter. These additional policy proposals below will emphasize the collaborative work of King County, its fifteen partners representing more than 1.6 million residents, and the Port of Seattle, in the King County-Cities Climate Collaboration (K4C) to coordinate and enhance effective local government climate and sustainability action:

*Additional Climate Policy Proposals:*

- Specify numeric goals for reduction of emissions of greenhouse gases in the climate change goal statement by using the adopted targets of the Puget Sound Clean Air Agency;
- Address the impacts of climate change on sea-level-rise, with its costly consequences for marine shoreline communities and counties;
- Acknowledge that the right land use pattern and the built environment approach can be major factors in addressing climate change as both mitigation and adaptation strategies;
- Expand the Four-Part Greenhouse Gas Strategy, as called-for in CC-Action-1, to include the emissions footprint associated with energy use by residential and commercial buildings, supporting infrastructure, and public facilities;
- Aggressively implement the Four-Part Greenhouse Gas Strategy to ensure these actions are incorporated into all regional plans;
- Expand CC-Action-3 to include more than greenhouse gas emissions from the transportation sector and encompass the built environment comprehensively; and

- Incorporate policies and activities related to climate preparedness that reduce climate change impacts on cities and counties, especially for those whose risk and vulnerability is greatest.

*Hazard mitigation* is an important regional issue that should receive greater consideration in VISION 2050. Natural hazards do not respect jurisdictional boundaries and have the potential to greatly affect the region.

Draft VISION 2050 Plan policies and actions significantly enhance the approach to this issue. The additional policy proposals below will emphasize the Draft Plan's focus on long-term resilience to natural hazards including earthquakes; reducing vulnerabilities and prioritizing investments for residents who are most vulnerable; and engaging in regional resilience planning:

*Additional Hazards Policy Proposals:*

- Identify the need for investment in building a base level of resilience throughout the region, including investments in reducing risks to buildings and public infrastructure, especially for those whose vulnerability is most acute; and
- Ensure that the built environment, both new and existing, across the region is resilient to natural hazards, particularly earthquakes and flooding.

*Open space* is well addressed in the Draft VISION 2050 Plan, identifying, preserving and enhancing regional open space networks. These additional policy proposals below will emphasize implementation of the Regional Open Space Network and Conservation Plan:

*Additional Open Space Policy Proposals:*

- Encourage the acceleration of open space protection and creation by local governments, prioritizing areas with higher racial and social inequities, in light of the rapid growth expected in the region. This will save significant funding over the long term and ensure that the region's most vital conservation lands are protected before they are lost to development or priced out of reach to local governments; and
- Add an action directed at local governments stating that counties and cities should work together to develop a 30-year funding strategy and action plan. King County is now working on this approach with the recent passage of the Parks and Open Space levy, accelerating the pace of open space protection in the Regional Open Space Conservation Plan.

*VISION 2050 should address the financial constraints facing counties and municipalities implementing VISION 2050.*

King County's successful growth management implementation has come with fiscal challenges. Current revenue sources to implement VISION 2050 are insufficient to support necessary planning efforts and infrastructure improvements and preservation across all jurisdictions. The ability to have a stable funding source for the rural area and primarily residential communities has been compromised. Annexations and incorporations along with limited funding sources have led to inequitable impacts to communities as well as financial concerns for both the county and cities.

Draft VISION 2050 Plan policies and actions increase focus on the financing challenges facing local governments. These additional policy proposals below will emphasize the Draft Plan's approaches to funding regional growth and manufacturing/industrial centers; directing subregional funding; aligning housing funding with centers; exploring new funding for planning to implement the Regional Growth Strategy and for infrastructure improvements and services; and joint planning for urban unincorporated areas:

*Additional Public Financing Policy Proposals:*

- Consider a new policy calling for support for local and regional efforts to develop state legislation to provide new fiscal tools to support local and regional planning and to support infrastructure improvements and services;
- Add state funding mechanisms to the sources of funding to explore for achieving the regional vision and implementing the Growth Management Act;
- Provide a policy basis for regional collaboration to work with the Washington State Legislature to secure additional annexation and incorporation funding;
- Modify RC-Action-5 to include funding for local and regional implementation planning and adding schools to the list of areas needing funding;
- Modify DP-Action-6 to add that PSRC will support local and regional efforts to develop state legislation to remove barriers that hinder progress for annexation and incorporation.

## **King County Charter Committees Draft Position Statement**

### **Action Item: September 11, 2019 SCA Public Issues Committee**

Contact: SCA Policy Director Brian Parry at [brian@soundcities.org](mailto:brian@soundcities.org) or 206-499-4159.

#### **Background**

The King County Charter Review Commission recently requested input from SCA on a proposal that would consolidate the three King County charter regional committees: the Regional Policy Committee, Regional Water Quality Committee, and Regional Transit Committee. At the July 10 SCA Public Issues Committee Meeting (PIC), members voted to consider acting on a policy statement at the next PIC meeting on September 11. The position, if adopted, will be provided to the Charter Review Commission.

With no August PIC meeting, SCA is distributing an early draft of the proposed position statement to provide additional opportunity for feedback. We ask that member cities provide any feedback on this early draft by August 16 if you wish to have that feedback incorporated in the version distributed with September PIC agenda packet. There will also be opportunity for additional discussion and amendment to the proposed position statement at the September 11 PIC meeting.

Additional background on the Charter Review Commission and the proposal to consolidate the charter regional committees can be found in the [July 10 PIC packet](#).

#### **Draft Position Statement**

Shown below are 1) the statement including proposed changes received as of August 1, and 2) the draft position statement as provided in the July 10 SCA PIC Packet. We welcome feedback related to the two draft position statements or suggested edits. SCA staff feel that both proposals are consistent in message and would provide clear feedback to the Charter Review Commission about the value of city engagement in regional decision-making.

#### **1. REVISED DRAFT SCA Policy Position re: County Charter Regional Committees, August 1:**

The King County Charter provides that three regional committees shall be established by ordinance to develop, recommend, and review regional policies and plans for consideration by the Metropolitan King County Council; one for transit, one for water quality, and one for other regional policies and plans. SCA supports the Charter provisions for city involvement in decision-making in regional policies and plans.

SCA members believe that regional policies and plans adopted by the Metropolitan King County Council are stronger and more effective when cities are part of the decision-making process. It is crucial to have diverse perspectives from cities large and small and in different parts of the county brought to bear on regional issues.

SCA would welcome the opportunity to explore with the Metropolitan King County Council how the regional committees can best be utilized to improve the committee process and resulting outcomes.

**2. DRAFT SCA Policy Position re: Charter Regional Committees, July 10 SCA PIC Meeting:**

SCA supports the structure of the regional committees as approved by voters in the King County Charter and value the role they play in ensuring cities and the county truly collaborate when making decisions on important regional issues.

SCA members have serious concerns that consolidating the regional committees would limit city participation in regional decision-making. SCA believes there is significant value in having different perspectives from cities large and small and in different parts of the county brought to bear on regional issues.

SCA would welcome the opportunity to explore how the charter committees can be best utilized to facilitate regional collaboration and communication between cities and the county.

**WEF Approved 8/9/19**  
**WRIA 9 2020 Budget: Status Quo plus 0.25 FTE**

<b>Revenues</b>		<b>2020 Provisional (2.93% CPI-W)</b>	<b>2020 WEF Approved (2.55% CPI-W) Status Quo Plus 0.25 FTE</b>
1	ILA Cost Share <sup>1</sup>	473,774	509,905
2	Cooperative Watershed Management (CWM) Grant (KC Flood Control District [FCD]) - Capital Projects Implementation <sup>2</sup>	154,753	131,300
3	Lead Entity Grant (state grant through Recreation & Conservation Office [RCO]) <sup>3</sup>	60,000	60,000
4a	Puget Sound Acquisition & Restoration (PSAR) Capacity Funds (RCO) 2017-2019 <sup>4</sup>	38,982	
4b	Puget Sound Acquisition & Restoration (PSAR) Capacity Funds (RCO) 2019-2021 <sup>4</sup>		40,000
5	Miller/Walker (M/W) Creek Basin Stewardship ILA <sup>5</sup>	84,577	84,801
6	<b>Revenue Total</b>	<b>\$812,086</b>	<b>\$826,006</b>
<b>Expenditures</b>			
7	<b>Staffing:</b> Includes salary, benefits, retirement, industrial insurance & OASI <sup>6</sup>		
8	ILA Staffing <sup>7</sup> :		
9	Watershed Coordination (1.0 FTE)	175,639	171,647
10	Administrative & Habitat Plan Development Support (0.4 FTE)	36,239	34,653
11	Project Implementation, Planning & Stewardship Coordination (0.6 FTE)	82,033	87,121
12	Habitat Projects Coordination (1.0 FTE) <sup>8</sup>	158,181	142,237
13	King County Science Staff Support <sup>8</sup>	30,321	32,000
14	Basin Steward-Lower Green River (0.25 FTE)		44,432
15	Miller/Walker Stewardship Coordination (0.4 FTE) <sup>8</sup>	54,689	58,081
16	Miller/Walker Other KC Support Staff <sup>8</sup>		800
17	<b>Sub-total</b>	537,102	570,970
18	<b>Staffing Overhead:</b> Equals full cost recovery based on estimated King County administrative cost distribution (Est \$52,687 per FTE for 2019-2020) <sup>9</sup>		
19	ILA Staffing <sup>7</sup> :	95,337	93,869
20	Habitat Projects Coordination <sup>8</sup>	54,373	52,786
21	King County Science Staff Support <sup>8</sup>	6,709	8,000
22	Basin Steward-Lower Green River (0.25 FTE)	-	12,027
23	Miller/Walker Stewardship Coordination (0.4 FTE) <sup>8</sup>	21,749	21,115
24	Miller/Walker Other KC Support Staff <sup>8</sup>		200
25	<b>Staffing with Overhead Sub-total</b>	<b>\$715,270</b>	<b>\$758,967</b>
26	Supplies, Food, Meeting & Training <sup>10</sup>	7,585	7,581
27	Communications & Printing <sup>11</sup>	1,173	1,171
28	Consultant Services <sup>12</sup>	46,425	46,380
29	Mileage & Vehicle Usage <sup>13</sup>	5,320	5,315
30	Computer Workstation		-
31	Miller/Walker Supplies, Food, Meeting, Training, Printing, Consultant Services, Mileage and Vehicle Usage	11,296	6,592
32	<b>Operations Sub-total</b>	<b>\$71,799</b>	<b>\$67,039</b>
33	<b>Expenditure Total</b>	<b>\$787,069</b>	<b>\$826,006</b>
34	<b>Expected Carryover<sup>15</sup></b>	<b>\$25,017</b>	<b>\$0</b>
<b>Carryover ILA</b>			
35	Beginning Carryover ILA Funds (savings from year-to-year WRIA 9 ILA revenue) <sup>14</sup>		49,828
36	Ending Carryover ILA Funds (savings from year-to-year WRIA 9 ILA revenue) <sup>14</sup>		49,828

**Footnotes:**

<sup>1</sup> Calculated 2020 ILA with 2.55% increase of CPI-W (Consumer Price Index for Urban Wage Earners and Clerical Workers) from King County Office of Economic and Financial Analysis March 2019 June-June Seattle CPI-W Forecast.

<sup>2</sup> **Assumes** successful grant award from the King County Flood Control District (FCD).

<sup>3</sup> **Assumes** State Legislature authorizes operational grant funding to support Lead Entities.

<sup>4</sup> **Assumes** State Legislature continues capacity grant support to Puget Sound WRIsAs. PSAR 2019-2021 capacity grant funds will be approved with the state capital budget. The 2019 revenue funds expenditure lines 12 and 19.

<sup>5</sup> **Assumes** Miller/Walker Creek Basin partners continue stewardship program. The Miller-Walker revenue is based on reimbursement for annual expenditures - funds are not eligible for carry forward. The ILA authorizes expenditures not to exceed \$84,801. For budgeting, we utilize the 5-year rolling average. Average revenue collected over the past six years (2012-2018) has been \$67,924.

<sup>6</sup> **Assumes** 3.5% labor growth for 2019 and 3.1% for 2020 based on King County Financial Planning Assumptions and Guidance (2019-2026) updated 3/22/2018.

<sup>7</sup> WRIA 9 ILA Staffing and overhead are funded by ILA Cost Shares: Watershed Coordinator (1.0 FTE), Administrative & Habitat Plan Development Support (.4 FTE) and Project Implementation, Planning & Stewardship Coordination (.60 FTE).

<sup>8</sup> Other WRIA 9 Staff and overhead are funded by Lead Entity, Cooperative Watershed Management, and other grants and interlocal agreements.

<sup>9</sup> Overhead includes office space, copier, legal, graphics/design, finance, human resources, and grant coordination.

<sup>10</sup> Supplies, Meeting, Food & Training includes the following KC expenditure accounts: 52110, 52180, 52202, 52205, 52217, 52290, 52380, 53310, 53320, 53710, 53803, 53814, and 53890.

<sup>11</sup> Communications and Printing includes the following KC expenditure accounts: 52215, 53100, 53101, 53220, 53806, 55159, and 55260.

<sup>12</sup> Consultant Services includes KC expenditure account 53104 and 53105.

<sup>13</sup> Mileage and Vehicle usage includes KC expenditure account 55010 and 53330.

<sup>14</sup> At the end of 2018, actual ILA carryover fund balance was \$49,828. The actual 2020 ILA carryover amount to be determined at the end of 2019.

<sup>15</sup> **Assumes** the WEF would prefer to use the \$18,579 in anticipated 2020 carryover funds to subsidize the cost of additional stewardship, thereby not gaining additional carryforward funds in 2020.

**WRIA Based Cost Share: WRIA 9 2020**  
**Regional Watershed Funding**  
**Watershed Ecosystem Forum Approved 8/8/2019**

							<b>Total cost share:</b>		<b>\$460,288</b>	<b>\$509,905</b>
<b>WRIA 9</b>	<b>Population (Pop) %</b>	<b>2017 Pop</b>	<b>Assessed Value (AV) %</b>	<b>2017 Assessed Value</b>	<b>Area %</b>	<b>2017 Acres</b>	<b>2020 Cost Share Amount (Average of Pop, AV, Area)*</b>	<b>2019 Approved Cost Share</b>	<b>2020 WEF Approved Cost Share: with 2.55% CPI-W Increase and 0.25 FTE staffing increase</b>	<b>Difference between 2019 and 2020</b>
1 Algona	0.23%	1,701	0.15%	226,112,900	0.16%	363.16	0.18%	\$796	\$882	\$86
2 Auburn	6.24%	46,766	4.40%	6,551,618,581	5.67%	12,546.91	5.44%	\$23,919	\$26,497	\$2,578
3 Black Diamond	0.58%	4,335	0.50%	742,303,428	2.08%	4,609.25	1.05%	\$4,632	\$5,132	\$499
4 Burien	6.77%	50,680	4.10%	6,098,319,221	2.84%	6,297.73	4.57%	\$20,100	\$22,267	\$2,167
5 Covington	2.65%	19,850	1.64%	2,434,832,291	1.75%	3,867.98	2.01%	\$8,846	\$9,800	\$954
6 Des Moines	4.12%	30,860	2.34%	3,485,425,178	1.79%	3,969.64	2.75%	\$12,104	\$13,409	\$1,305
7 Enumclaw	0.62%	4,671	0.51%	760,718,900	0.90%	2,003.14	0.68%	\$2,990	\$3,313	\$322
8 Federal Way	8.69%	65,109	3.95%	5,878,245,525	3.63%	8,034.34	5.42%	\$23,858	\$26,429	\$2,572
9 Kent	16.97%	127,100	11.09%	16,507,837,000	9.81%	21,724.89	12.62%	\$55,533	\$61,519	\$5,986
10 King County	14.15%	106,009	8.19%	12,186,530,134	52.73%	116,755.97	25.02%	\$110,075	\$121,941	\$11,866
11 Maple Valley	2.08%	15,560	1.89%	2,819,455,375	1.51%	3,351.23	1.83%	\$8,043	\$8,910	\$867
12 Normandy Park	0.88%	6,595	0.99%	1,471,330,000	0.72%	1,595.66	0.86%	\$3,798	\$4,207	\$409
13 Renton	4.71%	35,299	4.09%	6,088,006,745	2.77%	6,131.50	3.86%	\$16,969	\$18,799	\$1,829
14 SeaTac	3.85%	28,850	2.32%	3,451,961,950	1.85%	4,095.20	2.67%	\$11,761	\$13,029	\$1,268
15 Seattle	24.84%	186,039	50.15%	74,622,504,849	9.00%	19,919.60	28.00%	\$123,144	\$136,419	\$13,275
16 Tukwila	2.62%	19,660	3.67%	5,462,978,217	2.78%	6,157.26	3.03%	\$13,309	\$14,744	\$1,435
	100.0%	749,084	100.0%	148,788,180,294	100.0%	221,423.45	100%	\$439,879	\$487,296	\$47,417
							<b>+Tacoma</b>	\$20,409	\$22,609	\$2,200
							<b>TOTAL</b>	<b>\$460,288</b>	<b>\$509,905</b>	<b>\$49,617</b>

**NOTES AND DATA SOURCES**

**Population:**

- Population estimates are from state OFM for jurisdictions in one WRIA.
- For jurisdictions in two WRIsAs, population in WRIA 9 is calculated using census tracts. This is more precise than the old approach of estimating population by multiplying the percent of the jurisdiction in WRIA 9 by the state OFM population figures for the jurisdiction.

**Assessed Value:**

- Parcels on WRIA and jurisdiction boundaries are allotted to jurisdictions (cities and unincorporated King County) and WRIsAs based on the location of the centerpoint of the parcel:
- Assessed value of parcels owned by Port of Seattle Aviation Division is excluded from the analysis
- The Assessed Values are from King County Assessor's data

**Area:**

Des Moines, and SeaTac shares.

\* Cost share amount is an averaging of the population, assessed value, and area percentage of each jurisdiction within WRIA 9 (% population + % assessed value + % area divided by 3 = Cost Share) Updated in 2018 with 2017 metrics.

**WRIA 9 Scope of Work for 2020**  
**ILA, Lead Entity, FCD, and Contract Services**  
**Watershed Ecosystem Forum Approved 8/8/2019**

**Watershed Ecosystem Forum Coordination**

- Schedule and staff four WRIA 9 Watershed Ecosystem Forum (WEF) meetings at key decision points in implementing and monitoring the WRIA 9 Salmon Habitat Plan (Habitat Plan) and preparing the scope of work and budget for work to be cost-shared for 2021 - 2022.
- Selective participation in and coordination with State and Puget Sound regional efforts, such as the Puget Sound Partnership (South Central Action Area Caucus Group and Salmon Recovery Council), the Washington Salmon Coalition, and regional or sub-regional efforts.
- Schedule and staff four WRIA 9 Management Committee (MC) meetings to oversee the 2019 ILA-funded work program. Prepare quarterly budget and work plan reports.
- Provide information to jurisdictions as needed and applicable, including presentations for briefing city and county councils and King County on ILA-funded watershed services and presentations.
- Coordinate with city and county staff and elected officials as practicable.
- Work on proposed new initiatives with Management Committee approval (for example, H-Integration facilitation).
- Outreach to cities on integrating city functions with salmon recovery actions, such as land use, parks, critical areas and shoreline management, and other actions local governments can take to support consistent implementation of the Salmon Habitat Plan
- Coordinate regional aspects of the U.S. Army Corps of Engineers Duwamish/Green River Ecosystem Restoration Project.

**WRIA 9 Salmon Habitat Plan Implementation and Update**

- Coordinate with multiple agencies on relevant regulatory, technical, funding, policy and program issues including Our Green/Duwamish implementation, King County Flood Control District Lower Green River Corridor Plan development, statewide Floodplains by Design program, Puget Sound Partnership groups, and other regional salmon recovery efforts.
- Implement an adaptive management plan and monitoring program and protocols and support the Implementation Technical Committee (ITC) in its advisory capacity to the WEF.
- Continue to work with Puget Sound Partnership, ITC, WEF and jurisdiction staff to update and implement the Monitoring and Adaptive Management Plan and Salmon Habitat Plan.
- Track National Marine Fisheries Service planning approach for Puget Sound steelhead recovery and marine survival studies.
- Facilitate economic study of WRIA 9 benefits with American Rivers.

**ATTACHMENT A: WRIA 9 MOU 2016 – 2025**  
**Year 2020**

**Capital Projects Implementation**

- Coordinate cross-jurisdictional implementation of projects identified as WRIA 9 priorities.
- Help to establish partnerships and seek funding for and implementation of high priority capital projects.
- Support the WEF in developing, prioritizing, and presenting project recommendations for various funding opportunities (e.g., projects funded by the watershed allocation of King County Flood Control District Cooperative Watershed Management grants, Puget Sound Partnership, State Salmon Recovery Funding Board, Aquatic Lands Enhancement Account, Estuary and Salmon Restoration Program, Puget Sound Acquisition and Restoration, Conservation Futures, Floodplains by Design, Urban Waters Federal Partnership, King Conservation District and other funds).
- Provide technical support to and project management coordination of habitat project design and development.
- Adaptively manage the WRIA 9 Lead Entity grant process to align and leverage funding and capacity.
- Prepare and facilitate project presentations from project sponsors to the ITC and WEF throughout the life of the project, from procuring a recommendation for funding to sharing milestones and final results.
- Track capital project and program implementation through coordination with grant administrators and project sponsors.
- Iteratively identify, prioritize and support implementation of projects within the Salmon Habitat Plan.
- Coordinate with the King Conservation District and track progress on existing grant agreements and the Shared Endeavor program to jointly implement nearshore projects.
- Administer the WRIA 9 WEF/Cooperative Watershed Management grant/funding program (on behalf of the WEF) pursuant to agreements with the King County Flood Control District and the collection of revenue in 2019-2020.
- Develop and manage the WRIA 9 four-year work plan (4YWP) and Habitat Work Schedule (HWS). Coordinate among project sponsors and others as necessary to coordinate the entry of project data into HWS.
- Support the WEF in developing, prioritizing, and presenting project recommendations to the State Salmon Recovery Funding Board for funding.
- Manage any technical support contracts for capital project for design and development.

**Program Management, Communications, Public Outreach and Administration**

- Organize field trips Yellow Bus Tour, Nearshore Boat Tour, or other field-based informational opportunities for the WEF and state and federal elected officials.
- Produce communication products, such as interpretive materials to help engage the public in the WRIA 9 implementation, adaptive management, and monitoring process.

## **ATTACHMENT A: WRIA 9 MOU 2016 – 2025 Year 2020**

- Prepare a report on achievements at end of year.
- Coordinate with jurisdictions and Puget Sound Partnership on implementing education and stewardship programs identified by the Habitat Plan.
- Develop media press releases and communication material in coordination with partner jurisdictions.
- Complete Nearshore video.
- Conduct general administration work in support of ILA implementation. Administration includes work program development and monitoring, budget development and tracking, regular reporting, billing, personnel, and supervision. Short written progress reports will accompany billings to the parties. Work plan and budget progress report will be made to the WRIA 9 WEF. Quarterly budget and work plan reports will be provided at MC meetings.
- Regularly update and maintain WRIA 9 website.
- Provide administrative coordination of the WRIA 9 WEF, MC, and Service Provider.
- Help prepare for, attend, and take notes at meetings of the WEF.
- Track grants and invoices.
- Coordinate Salmon Seeson with other watersheds.

### **Stewardship Programs**

#### **Miller/Walker Creek Stewardship**

- Under separate agreement with the parties in the Miller/Walker Creek basin, assist in implementation of the stewardship and monitoring program, including:
  - Implement a stewardship program to restore and maintain stream habitat and educate basin residents, and
  - Coordinate monitoring efforts.

#### **Lower Green River Stewardship**

**Increasing from 0.75 FTE to 1.0 FTE in 2020, with the new 0.25 FTE cost shared by ILA partners**

- Fully implement the Re-Green the Green Revegetation Strategy. Enhance coordination and support of revegetation efforts of partners. Enhance developing an inclusive public outreach strategy for establishing river and stream-side tree canopies and inspiring local residents to take action on their land or as a volunteer. Enhance awareness of salmon recovery in WRIA 9.
- Work closely with the WRIA 9 Salmon Recovery Team by participating in quarterly Watershed Ecosystem Forum meetings, monthly Implementation Technical Committee meetings, and regularly engaging with partners and project sponsors to identify and advance implementation of priority salmon recovery projects and programs.

**August 25, 2019**

TO: Brian Wilson, City Manager, Burien  
Maiya Andrews, Public Works Director

FM: Mike Doubleday, Federal Relations

RE: **August 2019 Federal Update**

Congress is on summer recess for the remainder of August, returning to the capitol on September 9. They will be faced immediately with passing individual agency budgets for the fiscal year 2020 budget as the 2019 fiscal year ends on September 30.

As mentioned below, there is a new FAA Administrator, the first non-acting administrator since early 2018; a host of FAA studies await his review and action.

### **1. Fiscal Year (FY) 2020 Budget**

As mentioned in the July update, on July 25 the full House passed the FY 2020 budget bill, **H.R. 3877**, on a 284-149 vote. 219 Democrats and 65 Republicans voted for the bill. On August 1, just before leaving D.C. for their August recess, the Senate passed **H.R. 3877** on a 68-27 vote. Most No votes were Republicans, but a half dozen Democrats also voted against the budget.

As discussed, the budget also includes a suspension of the Budget Control Act, also known as the sequestration provision, and suspends the statutory limit on the federal debt through July 31, 2021.

The budget agreement increases total allowable appropriations by \$320 billion over two years by increasing the caps on defense spending by \$171 billion and on non-defense spending by \$148 billion.

Despite passage of the budget bill, separate legislation to fund individual government agencies must still be passed by the end of the fiscal year – September 30.

Although not likely given recent experience, a government shutdown at the end of September is still a possibility. There are a number of policy issues that could emerge as individual agency budgets come up for a vote.

## 2. FAA

On August 12, Steve Dickson, a former airline pilot and Delta Airlines Executive was sworn in as the new FAA Administrator. Dickson is the first FAA administrator since early 2018, when Michael Huerta finished a 5-year term. Dan Elwell will assume the deputy administrator position after serving in the acting Administrator position since Huerta's departure. Legislation was passed to allow Elwell to stay as deputy since both he and Dickson are former military officers, a scenario prohibited by current FAA regulations.

Dickson will assume control of the Boeing MAX investigation, and has the authority to determine when the plane is safe to fly.

Furthermore, in early August, the Congressional Quiet Skies Coalition sent a letter to Administrator Dickson requesting a meeting to discuss the studies in the October 2018 FAA Reauthorization Act, citing the study to evaluate the alternative noise metrics to the current Day Night (DNL) standard. Representatives Jayapal and Adam Smith are members of the caucus from Washington. A copy of the letter is **attached**.

### **3. “TIGER CUBS” Update**

Rep. Rick Larsen is introducing a new TIGER CUBS bill – now entitled “Better Utilizing Investments to Leverage Development for Underfunded Projects Act” or the “BUILD UP Act. (the Trump administration replaced the TIGER grant program with the BUILD Program; Congress has funded BUILD at \$1 billion in the past two years).

The legislation would set aside \$100 million annually of competitive BUILD grants “for projects located in cities with populations between 10,000 and 75,000” with the minimum grant amount being \$2 million.

The legislation is unlikely to pass as a stand-alone bill; if it moves, it could be included in a budget, an eventual infrastructure package, or the reauthorization of the surface transportation bill.

### **4. Housing**

In early August, Colleen and I met with Elly Kugler, Congresswoman Jayapal’s D.C. housing staffer, and Yasmin Medhi, the Congresswoman’s regional director in Seattle. We discussed Burien’s housing issues, the South County Housing and Homelessness Partnership and its’ efforts to establish a Trust Fund with HB 1406 funding (from the state legislature), whether federal earmarks will return, federal housing programs like CDBG and HOME, and the Sound Transit property in Burien the City wants for housing.

We’ve opened good lines of communication with Congresswoman Jayapal’s staff; I think they know Burien’s housing and homelessness issues. I’ll see Elly in October when I travel back to D.C.

## **5. Washington D.C. Trip**

I'll be traveling to Washington D.C. in October to meet with Congressional staff in Senator Murray and Cantwell's offices, as well as staff in Reps. Jayapal, Larsen, and Smith's offices. Please let me know if there are specific issues people would like raised: I'll be talking about airport issues, housing and homelessness issues, opportunity zones, Sound Transit funding, and immigration.

## **6. Initiative 976**

Initiative 976, a Tim Eyman-sponsored motor vehicle fee initiative, will be on the November 2019 ballot. I realize this is not a federal effort, but it will impact Burien's revenue, perhaps up to \$1 million per year if it passes. Recently, some polling was conducted that shows much support for I-976.

Initially, a message like the following was read to poll participants: "Initiative Measure 976 concerns motor vehicle taxes and fees. This measure would repeal, reduce, or remove authority to impose certain vehicle taxes and fees; limit annual motor-vehicle-license fees to \$30, except voter-approved charges; and base vehicle taxes on Kelley Blue Book value." Following this message, 61% said of poll participants said they were inclined to vote for the measure, with only 28% saying they would vote no.

When an explanatory statement of the initiative was read, something like, "It would repeal recent increases in the state's vehicle license fees and limit them to \$30 per year moving forward. It would reduce funding for state and local road and transportation improvement projects by almost four billion dollars over the next 10 years, reduce city funding for such projects by more than \$60 million per year, or more than \$600 million over ten years, and put \$7 billion of Sound Transit funding at risk. The initiative

would also require voter approval for future increases in fees on vehicles...” the Yes vote still stood at 52%, the No vote at 39%.

After numerous negative messages about I-976 were read to voters, and some support statements, the measure’s Yes vote is still near 50%, and the No percentage in the mid 40’s.

**August 2019 letter from Congressional Quiet Skies Coalition to new FAA Administrator Steve Dickson requesting a meeting to discuss airplane noise issues.**

Dear Administrator Dickson,

We, the undersigned Chairs and Vice Chairs of the Congressional Quiet Skies Caucus, write to congratulate you on your confirmation and request your presence in front of our caucus to discuss airplane and helicopter noise and to help Congress chart a path forward on possible solutions. In addition, we request an update on a number of ongoing FAA projects related to aircraft noise, including a now long and continuously delayed FAA study reevaluating the 65 DNL threshold for noise mitigation activities.

As you well know, noise from airplanes and helicopters passing overhead is more than a mere annoyance, it can dramatically impact the standard of living and even the health of residents frequently and repeatedly exposed, like those that live near major airports like Chicago's O'Hare, Boston's Logan, Washington DC's Reagan National and New York's LaGuardia and John F. Kennedy. It is important to the well-being of our constituents that substantive progress is made in the short, medium, and long terms to reduce and ultimately eliminate airplane and helicopter noise impacts on communities across the country

We are concerned about a number of actions that FAA has taken, or not taken, in recent months. In 2015, FAA began a study to reevaluate the current 65 DNL threshold for determining eligibility for residents impacted by airport noise to qualify for noise abatement assistance- this study predates and is different from a study authorized in the 2018 law that reauthorized the FAA. FAA had reported in May of 2018 that the study was nearly final but to this date has still not been released. In August of 2018, the Chairs and Vice-Chairs of the Quiet Skies Caucus wrote to Acting Administrator Elwell requesting an update on the status of the study, which was then already four months delayed. The study is now nearly 15 months delayed and FAA has still not given any indication about a reason for the delay or when it might be released.

We respectfully but urgently request a detailed update on the status of this study, including a date of expected release in the near future. Twice in the last few months, Acting Administrator Elwell had been scheduled to meet with the Quiet Skies Caucus and, through no fault of his own, the meetings needed to be postponed. We understand the challenge of congressional

and agency scheduling but we believe it is necessary for the FAA Administrator, accompanied by other agency personnel with a detailed knowledge of the issues at hand, to sit with our caucus and discuss these issues of serious concern to our constituents. Please get in touch with the office of Co-Chair Norton or Co-Chair Lynch to schedule a meeting with the caucus members in September 2019.

We enthusiastically look forward to meeting with you, receiving clarity on some of the outstanding FAA noise work and discussing how Congress and the FAA can work together moving forward to improve the lives of our constituents affected by aircraft noise.

Thank you,

Eleanor Holmes Norton, Member of Congress

Stephen F. Lynch, Member of Congress

Mike Quigley, Member of Congress

Thomas R. Suozzi, Member of Congress



# AGENDA

## Business & Economic Development Partnership

Friday, September 13, 2019 - 7:30 a.m.  
City Hall, 400 SW 152nd St., Ste. 300

Page #

**1. PUBLIC COMMENT**

**2. APPROVAL OF MINUTES**

2.1 Minutes

3 - 10

[Business & Economic Development Partnership - 12 Jul 2019 - Minutes - Pdf](#)

[Business & Economic Development Partnership - 26 Jul 2019 - Minutes - Pdf](#)

[Business & Economic Development Partnership - 09 Aug 2019 - Minutes - Pdf](#)

**3. CHAIR'S REPORT**

**4. PRESENTATION & DISCUSSION: TARGETED BUSINESS ATTRACTION, CHRIS MEFFORD OF COMMUNITY ATTRIBUTES, INC.**

**5. PRESENTATION & DISCUSSION: URBAN CENTER PLAN, THARA JOHNSON, SENIOR PLANNER**

**6. CITY REPORT**

**7. DISCOVER BURIEN REPORT**

**8. AROUND THE TABLE**

**9. ADJOURNMENT**

**10. REMINDER**

The next meeting is Friday, September 27, 2019, 7:30 a.m.

## BUSINESS & ECONOMIC DEVELOPMENT PARTNERSHIP MEMBERS

Joshua Halpin, Chair

Phoenix Cavalier, Vice Chair	Dean Anderson
Vacant	Garry Crane
Robin Desimone	Hugo Garcia
Anthony Hayes	Nancy Scholl
Rose Symotiuk	Matthew Wendland
Discover Burien, Debra George	Seattle Southside Chamber of Commerce, Andrea Reay
King County Labor Council, Vacant	



Language interpretation services are available upon request. Please phone 206-248-5517 at least 48 hours prior to the meeting to request assistance.

Servicios de interpretación de español están disponibles bajo petición. Por favor de llamar al número 206-248-5517 por lo menos 48 horas antes de la reunión para solicitar asistencia.



City Council meetings are accessible to people with disabilities. American Sign Language (ASL) interpretation and assisted listening devices are available upon request. Please phone 206-248-5517 at least 48 hours prior to the meeting to request assistance.

Las reuniones del Concejo Municipal son accesibles a personas con discapacidades. Interpretación de lengua de señas americana y aparatos de escucha asistida están disponibles bajo petición. Por favor de llamar al número 206-248-5517 por lo menos 48 horas antes de la reunión para solicitar asistencia.



# MINUTES

## Business & Economic Development Partnership Meeting

Friday, July 12, 2019

400 SW 152nd St., Ste. 300, Miller Creek Conference Room

**PRESENT:** Joshua Halpin, Chair, Lorraine Chachere, Garry Crane, Hugo Garcia, Debra George, Andrea Reay, Nancy Scholl, Rose Symotiuk, and Matthew Wendland.

**EXCUSED:** Dean Anderson, Phoenix Cavalier, Vice Chair, Robyn Desimone, and Anthony Hayes.

**ABSENT:** N/A

**GUESTS:** Paul Fuesel, KPG Interdisciplinary Design.

**1. PUBLIC COMMENT**

No public comment.

**2. APPROVAL OF MINUTES**

The June 14 and June 28, 2019 minutes were unanimously approved as written.

**3. CHAIR'S REPORT**

No Chair's Report.

**4. PRESENTATION & DISCUSSION: PAUL FUESEL, KPG: SW 153RD IMPROVEMENTS**

Paul Fuesel, Senior Urban Designer at KPG Interdisciplinary Design, shared design concept options for improvements to SW 153rd St. Currently the buildings are set back from the sidewalk, creating a large scale. Striping to make travel lanes narrower (called channelization), and lowering the banners to make them more visible would allow for wider sidewalks. Including an international flair in the design would capitalize on the cultural diversity of the businesses on SW 153rd and grouped planters and painted pavement would brighten the streetscape and help create a sense of community.

These enhancements could be implemented in phases to accommodate limited resources.

## 5. CITY REPORT

City Manager Wilson provided an update on community issues, news, current events and City projects. Highlights include:

- No major incidents of crime or injury occurred on the 4th of July holiday. City Council recently adopted a new fireworks ordinance that will take effect in 2020. The fine for a first offense will be \$500; the second offense, \$2,500; and the third offense \$5,000.
- At the July 15, 2019 City Council meeting, City Manager Wilson and Port staff will provide information on the South King County Communities Fund for projects to benefit residents in airport communities. Staff will also present on the City's Strategic Communications Plan.
- Staff is in the final stages of recruitment for a new community development director. An announcement should be made soon.
- While the Town Square Spray Park is under repair, the sprinklers will be turned on at Lake Burien Park and Moshier Park to provide relief from the heat and fun for the kids on days that temperatures rise.
- Long-time City Clerk Monica Lusk has announced her retirement in February 2020. The recently vacated Public Records Officer position will move to a Deputy City Clerk position and the City will move to a City Clerk/Deputy City Clerk format. Public records requests will be covered under this structure.
- Steps are being taken to reduce the significant risk of cyberattacks. Several major cities nationally and locally have been significantly compromised and have spent millions of dollars in an attempt to restore their systems following cyberattacks.
- A request has been made for the City to host a year-round, Saturday-Sunday 100 –booth Mercado. The vendors of this Mercado are looking for a new location after losing their previous space in Lakewood. Staff are researching potential sites.

## 6. DISCOVER BURIEN REPORT

Executive Director Debra George provided an update for Discover Burien:

- An After Hours event will be held at Seattle Credit Union on Wednesday, July 17, 2019, 5:30-7:00 p.m.
- The Discover Burien office move to 611 152nd St. is happening today. The new office will offer a shared workspace environment.
- The 98th Annual Independence Day Parade and Criterium Bike Race were well attended. Planning is already underway for the 100 year birthday of the parade.

## 7. ADJOURNMENT

The meeting adjourned at 8:59 a.m.

## 8. REMINDER

The next meeting is Friday, July 26, 2019, 7:30 p.m.



# MINUTES

## Business & Economic Development Partnership Meeting

Friday, July 26, 2019

400 SW 152nd St., Ste. 300, Miller Creek Conference Room

**PRESENT:** Joshua Halpin, Chair, Dean Anderson, Lorraine Chachere, Garry Crane, Hugo Garcia, Debra George, Andrea Reay, and Rose Symotiuk.

**EXCUSED:** Phoenix Cavalier, Vice Chair, Robyn Desimone, and Nancy Scholl.

**ABSENT:** Anthony Hayes and Matthew Wendland.

**GUESTS:** Quinn Apuzzo (Recology CleanScapes), Holly Chisa (Northwest Grocery Association), Brent Kawamura (PCC), Liz McDaniel (Mary's Place), Aimee Simpson (PCC), Robin Tischmak (City of Burien), Heather Trim (Zero Waste Washington), and representatives from compostable material providers.

**1. WELCOME: BUSINESS ROUNDTABLE**

Chair Joshua Halpin opened the meeting; attendees introduced themselves.

**2. PRESENTATION: ZERO WASTE WASHINGTON. WHY REQUIRE COMPOSTABLE FOOD SERVICE PRODUCTS?**

Heather Trim, Executive Director of Zero Waste Washington, explained that it is critical for businesses to begin using compostable food serviceware to help reduce the effects of plastics on the environment. Recently several countries including China stopped accepting waste, causing a recycling crisis. Meanwhile, use of plastics for packaging continues to grow and food to-go items are in the top 10 for items picked up in roadways and in the water. HB 1569 passed in April and will require green or brown coloring for items identified as compostable; the item will also need to be labeled compostable, and biodegradable items will no longer be allowed.

**3. REVIEW OF COMPOSTABLE FOOD SERVICE ORDINANCE MAIN POINTS**

Deputy Public Works Director Robin Tischmak provided an overview of the proposed ordinance to restrict the sale and use of non-compostable food service products. In August, 2018, Council directed staff to develop an ordinance to eliminate plastic food service products from the waste stream. Robin explained that it is critical to eliminate as much waste as possible. Plastics do not decompose, they break down in to smaller bits and end up polluting our oceans and clogging recycling lines.

Robin also pointed out that it is forecasted that Cedar Hills Regional Landfill will be full by 2040, so jurisdictions must act now to eliminate waste.

The draft ordinance defines “compostable” as:

No garbage products,

No recyclable products;

Must be accepted by Recology’s business compost requirements.

The proposed adoption date for this ordinance is fall of 2019, with recommendation by staff to go in to effect one year later. Prior to presenting this draft ordinance to Council, staff are seeking input from businesses that would be affected by these requirements.

#### **4. DISCUSSION: BUSINESS ROUNDTABLE FEEDBACK**

Seattle Southside Chamber of Commerce Executive Director Andrea Reay read a statement regarding the proposed ordinance. The Chamber is concerned about the potential burden of the requirements on small businesses. The chamber requests that the implementation/education/outreach period be two years rather than one and expressed interest in being involved in the outreach process.

Aimee Simpson, PCC Community Market’s Director of Product Sustainability, echoed the concerns expressed by Andrea Reay and added that while PCC has been proactively moving toward compostable products, they have found that there is no comparable replacement for many items they use and some replacement items are not affordable. She also predicts that as demand grows there will be a shortage on compostable products. She recommends revising the ordinance with a more defined scope for better success, and believes that the implementation period should be extended to five years.

BEDP Chair Joshua Halpin read comments provided by the Highline School District: “The longer we have to find cost-effective alternatives, the better. We are not like a restaurant, where we can pass along increases to our customers so we have more to balance with regard to cost/expenses. If non-profit organizations had the ability to be exempt, but continue to make progress towards meeting this 100%, that would ideal. It is something that is important; we just don’t always have the same resources as retail so it may take some more time to be able to meet these requirements successfully.”

The written statements from the Seattle Southside Chamber of Commerce, Northwest Grocery Association PCC Community Markets, and the Highline School District will be compiled and provided to BEDP members for review.

#### **5. BEDP DISCUSSION AND POTENTIAL RECOMMENDATION**

City Manager Brian Wilson thanked the attendees for the productive conversation and said he would share their comments with Councilmembers. He also asked them to submit their written comments so they may be placed with the staff recommendation to Council.

Hugo Garcia made a motion to further discuss the proposed Compostable Food Service Product Requirements at the next BEDP meeting. Garry Crane seconded the motion; motion carried.

**6. ADJOURNMENT**

The meeting adjourned at 8:54 a.m.

**7. REMINDER**

The next meeting is Friday, August 9, 2019, 7:30 a.m.





# MINUTES

## Business & Economic Development Partnership Meeting

August 9, 2019

400 SW 152nd St., Ste. 300, Miller Creek Conference Room

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**PRESENT:** Joshua Halpin, Chair, Phoenix Cavalier, Vice Chair, Garry Crane, Robyn Desimone, Hugo Garcia, Debra George, Anthony Hayes, Andrea Reay, Rose Symotiuk, and Matthew Wendland

**EXCUSED:** Dean Anderson and Nancy Scholl

**ABSENT:** n/a

**GUESTS:** Chris Mefford, Community Attributes, Inc., and Councilmember Nancy Tosta

### 1. APPROVAL OF MINUTES

Approval of the July 12 and July 26 minutes was tabled to the September 13, 2019 meeting due to lack of quorum.

### 2. PUBLIC COMMENT

There was no public comment.

### 3. CHAIR'S REPORT

No Chair's Report given to allow time for guest presenter.

### 4. PRESENTATION & DISCUSSION: TARGETED BUSINESS ATTRACTION. CHRIS MEFFORD, COMMUNITY ATTRIBUTES, INC.

Chris Mefford, President and CEO of Community Attributes, Inc., conducted the first of three meetings to be held with BEDP members to explore strategies for targeted business attraction in Burien. Mr. Mefford led the group in an exercise to identify Burien's strengths and opportunities. This information will be organized and presented at a future meeting of the BEDP to develop a framework for next steps for this 2019 Work Plan item.

**5. DISCUSSION: COMPOSTABLE FOOD SERVICE PRODUCT ROUNDTABLE**

Tabled due to time constraints.

**6. DISCOVER BURIEN REPORT**

Executive Director Debra George provided an update for Discover Burien:

- The Wellness Fair/Cross Fit Challenge and Hospitality House Walk for Women is Saturday, August 17, 2019. The festivities are scheduled from 10:00 a.m. -4:00 p.m. in Town Square Park.
- The Family Fun Run/Walk is Wednesday, August 21, 2019, 6:30-7:30 p.m. in Town Square Park.
- B-Town Fiesta is Sunday, August 25, noon-8:00 p.m. in Town Square Park and will feature kids' activities, food, music and a marketplace.

**7. ADJOURNMENT**

The meeting adjourned at 8:55 a.m.

**8. REMINDER**

The next meeting is Friday, September 13, 2019, at 7:30 a.m.



# Notice of Decision

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- Date** August 12, 2019
- Applicant** King County Water District No. 49
- Proposal** A 3.7 million gallon reservoir water tank, booster pump station and electrical generator with landscaping, security fencing, and exterior lighting.
- File No.** PLA-19-0906  
File is available for viewing at Burien City Hall during regular business hours.
- Location** 811 SW 146th Street
- Tax Parcel No.** 122800-125, -130, -0185, 0190
- Decision** Approved with Conditions
- Appeals** The City of Burien has issued the decision described above. Parties of record may appeal this decision to the Hearing Examiner pursuant to Burien Municipal Code Section 2.20.020. The deadline for filing a written Notice of Appeal with the City Clerk is prior to **5:00 p.m. on August 26, 2019**. Copies of the "Notice of Appeal" document may be obtained at the Department of Community Development. There is a non-refundable filing fee of \$358.00 for the submittal of an appeal. For more information please contact the project planner (see below).
- Property Tax Revaluation** Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation. For more information, please contact the King County Assessor's Office at (206) 296-7300.
- Project Planner** Brandi Eyerly, (206) 248-5519. [brandie@burienwa.gov](mailto:brandie@burienwa.gov)
- 
- Attachments** Conditions of Approval

CONDITIONS OF APPROVAL  
575 ZONE RESERVOIR AND BOOSTER PUMP STATION  
PLA 19-0906

1. This application is subject to the applicable requirements contained in the Burien Municipal Code (including but not limited to the Zoning Code, Building Code and Fire Code), the 2016 King County Surface Water Design Manual and the 2016 Stormwater Pollution Prevention manual as adopted by the City of Burien (ref. BMC § 13.10.020) and the 20 Burien Road Design and Construction Standards. It is the responsibility of the applicant to ensure compliance with the various provisions contained in these documents. See Attachment 2, Development Requirements, for a summary of the City's Development Standards.
  
2. Prior to applying for development permits, the Applicant shall:
  - a. Update TIR and show history of TIR versions/revisions. Address and complete TIR Update, Attachment 16, items 3 through 5, 8, and Plans items 1 through 7.
  
3. At time of application for development permits, the Applicant shall:
  - a. Approved utility plans for the various utilities shall be submitted to the Public Works Development Review Engineer. Construction of these facilities shall be inspected and approved by the City of Burien Public Works Inspector. Applicant or design engineer shall coordinate with all utilities and Seattle City Light regarding underground power and pipes, and any other requirements prior to applying for a right-of-way use permit or construction.
  - b. The applicant shall apply for a Right-of-Way Use Permit from the City for street frontage improvements, storm drainage connections, utility installation and connection, and any other work within the right-of-way (ref. BMC § 12.17 and 12.18). Submit two sets of drawings and a bond quantity worksheet.
  - c. All drainage and street improvement plans shall be designed and signed by a Washington State Licensed Civil Engineer and submitted to the City (ref. 2016 BRS, p. 1, Statement of Purpose and 2016 KCSWDM).
  - d. Submit to the Planning Department an irrigation plan that covers all the landscaped areas. Install all landscaping and trees prior to final inspection of the proposed reservoir tank and accessory buildings, and maintain for the life of the project, as required by BMC Chapter 19.25. All landscape materials and trees shall be pruned and trimmed as necessary to maintain healthy growing conditions, or to prevent limb failure, as required by BMC 19.25.170.2. Dead, diseased, damaged or stolen plantings shall be replaced within three months, or during the next planting season (if the loss does not occur in a planting season), and all landscaped areas shall be kept free from trash, as required by BMC

19.25.170.3 and -4. All installed landscaping shall comply with the requirements of BMC 19.25.080. The Applicant shall install all mitigating trees and irrigation, request inspection, and acquire a maintenance bond prior to final inspection for the new reservoir tank and accessory buildings.

- e. The fence shall be located on the inward side of the perimeter landscape buffer area. If the fence is higher than 6-feet it shall be placed back from the property line on the 30-foot setback line and a building permit shall be required.
- f. Submit a lot line adjustment application to extinguish the lot line between the four parcels, combining them into one lot of record.
- g. Restoration, Performance and maintenance security, in forms acceptable to the City, shall be posted for required site and right-of-way improvements.

4. Prior to final inspection:

- a. Full urban frontage improvements shall be constructed on both 8<sup>th</sup> Avenue SW and 9<sup>th</sup> Avenue SW. The improvements will consist of pavement widening, six foot wide sidewalk, curb, gutter, and storm drainage system. On 8<sup>th</sup> Avenue SW set the curb and gutter at 18 feet from right-of-way centerline; total width of payment should not be less than 28 feet to accommodate parallel parking and two travel lanes.
- b. On 9<sup>th</sup> Avenue SW within 30 feet south of stop bar the new curb and gutter should be 12 feet from right-of-way center line. After the stop bar it shall be 18 feet from the centerline. Total width of the 9<sup>th</sup> Avenue SW roadway, after the stop bar, should not be less than 28 feet to accommodate parallel parking and two travel lanes.
- c. Both rights-of-way existing pavement shall be sawcut at a minimum of one foot from edge in a straight line parallel to roadway centerline. Improvements shall be designed in accordance with the 2016 BRS as adopted by the City of Burien.
- d. For all street widening projects, a full width overlay of the existing pavement is required including paved shoulder (BRS 4.03.(1)). In accordance with 2016 BRS all widening of channelization shall require two inches width of the street grind and overlay along project frontage. All appropriate repairs to the existing sub-grade, base material, surfacing and pre-level may be required prior to placing overlay. This area may be expanded by the Right-of-Way Inspector if the area outside of this limit is damaged during construction prior to project completion.
- e. The proposed access driveways shall be constructed in accordance with 2016 BRS and WA State Dept. of Transportation Standard Plan F-4 for cement concrete driveway entrances (see Attachment 12 #2). The driveways width shall be at a minimum 25 feet and no more than 35 feet. See 3.01 Driveways in the 2016 BRS. Coordinate with King County Fire District No. 2 for exact width required for fire truck access.

- f. On SW 146<sup>th</sup> broken and damaged curb and sidewalk will be replaced. All ADA ramps on all the rights-of-way need replacing and several need an easement or dedication (see Attachment 12 #5). (Attachment 12, Section II.E.3)
- g. All utilities (electrical, phone, water, sewer, and cable services), existing and new, serving the property shall be placed underground, unless exempt per BMC § 12.40.
- h. Include section 9- BOND QUANTITIES, FACILITY SUMMARIES, AND DECLARATION OF COVENANT. Provide; Flow Control and Water Quality Facility Summary Sheet and Sketch.
- i. Draft declaration of covenant for maintenance and inspection of flow control BMPs and flow control facilities. Maintenance and operation of all drainage facilities will be the responsibility of the applicant or property owner. Covenant guidance and form can be found at;  
[https://www.burienwa.gov/residents/public\\_works/stormwater/new\\_\\_\\_redevelopment\\_stormwater\\_management/](https://www.burienwa.gov/residents/public_works/stormwater/new___redevelopment_stormwater_management/)
- j. Provide draft drainage covenant. Provide a copy of recorded declaration of covenant for maintenance and inspection of flow control BMPs and flow control facilities upon approval of engineering plan.
- k. The Fire Marshal requires a Knox access for the vehicle gate.
- l. As-Built drawings shall be prepared by professional surveyor in accordance with City of Burien checklist or 2016 BRS and 2016 KCSWDM.
- m. Standby lighting is recommended for the security lighting as it will automatically detect motion and turn on, and turn off after a set time when motion is gone. Standby lighting offers the same security as continuous lighting but is more respectful of neighboring properties.
- n. Controlled lighting shall be utilized at entry gates.
- o. All lighting shall be shielded, directed downward, and not allowed to shine into the sky or trespass to other properties.
- p. A photo-metric plan and detailed descriptions of the light fixtures shall be submitted at time of building permit application.



# SEPA Determination of Nonsignificance (DNS) WAC 197-11-970

City of Burien      400 SW 152<sup>nd</sup> St, Suite 300      Burien, Washington 98166

Date August 9, 2019

Applicant King County Water District No. 49

Proposal A 3.7 million gallon reservoir water tank, booster pump station and electrical generator with landscaping, security fencing, and exterior lighting.

File No. PLA-19-0906

File is available for viewing at Burien City Hall during regular business hours.

Location 811 SW 146th Street

Tax Parcel No. 122800-125, -130, -0185, 0190

Lead Agency City of Burien

**Environmental Determination** The lead agency for this proposal has determined that the proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after a review of a completed environmental checklist and other information on file with the lead agency.

This Determination of Nonsignificance (DNS) is issued after using the optional DNS process WAC 197-11-355. There is no further comment period on the DNS. This DNS is specifically conditioned on compliance with the applicable regulations set forth in the Burien Municipal Code.

All information relating to this proposal is available to the public upon request.

**Public Comment and Appeal Process** This DNS is issued under 197-11-355. There is a 14-day appeal period on this agency decision. **An appeal of the decision requires that a Notice of Appeal form and a \$358.00 fee be submitted by 5:00 p.m. August 23, 2019.** Appeal forms are available at the Department of Community Development or the city's website [www.burienwa.gov](http://www.burienwa.gov). Questions regarding procedures for appealing this agency decision may be directed to Brandi Eyerly at (206) 248-5519 or [BrandiE@burienwa.gov](mailto:BrandiE@burienwa.gov).

**SEPA Responsible Official** Thara Johnson  
Senior Planner  
City of Burien  
400 SW 152<sup>nd</sup> Street, Suite 300  
Burien, WA 98166

Dated August 9 2019



# Notice of Public Hearing

City of Burien WA

**Date** September 9, 2019

**Applicant** City of Burien

**Proposal** The City of Burien Planning Commission will hold a public hearing on **September 25, 2019, at 7:00 p.m.** at Burien City Hall, 400 SW 152<sup>nd</sup> St, to receive public comments on proposed amendments to zoning code regulations pertaining to enacting an interim ordinance to evaluate affordable housing demonstration projects.

**File No.** 2019 Affordable Housing Demonstration Ordinance  
A summary of the proposed zoning regulations and the project file are available for viewing at Burien City Hall during regular business hours.

**How to Comment** Any person may submit written or oral comments or testimony at the public hearing, or may submit written comments prior to the hearing. Written comments may be submitted in person, via mail, e-mail or by facsimile. All documents submitted or requested as part of this application, including the City staff report are available for review at City Hall during regular business hours.

**Project Planner (for submittal of written comments or for more information)** Thara Johnson  
Department of Community Development  
City of Burien  
400 SW 152<sup>nd</sup> Street, Suite 300  
Burien, WA 98166  
Phone: (206) 436-5574  
E-Mail: [tharaj@burienwa.gov](mailto:tharaj@burienwa.gov)

**Published in the Seattle Times** Date of Notice: September 11, 2019

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	Burien Library	LaRaza	White Center Now