



REGULAR MEETING OF THE BOARD OF DIRECTORS
AGENDA
CASCADE WATER ALLIANCE
Held at Cascade's Office and Via Zoom Meeting
January 25, 2023
3:30 PM

	<u>Page</u>
1. CALL TO ORDER	
2. ROLL CALL	
3. PUBLIC COMMENT	
4. EXECUTIVE SESSION	
5. APPROVAL OF AGENDA	
6. CHIEF EXECUTIVE OFFICER'S REPORT	<u>3</u>
7. CONSENT ITEMS	
a. Board Meeting Minutes for November 16, 2023.	<u>15</u>
b. Motion to authorize the Chief Executive Officer to execute various 2023 Cascade sponsorship agreements for a combined total not-to-exceed \$40,000 (as shown in the events listed in the Agenda Memo).	<u>19</u>
c. Motion to adopt Resolution No. 2023-01 and Resolution No. 2023-02 authorizing the Chief Executive Officer to finalize and execute Amended and Restated Agreements with the City of Bellevue and Sammamish Plateau Water and Sewer District, respectively, regarding maintenance, operations, repair, emergency response, and capital improvements for the Cascade Water Alliance Pipeline.	<u>22</u>
d. Motion to adopt Resolution No. 2023-03 amending Cascade's Human Resources Policy and Procedures Manual regarding classifications of employees and availability of benefits.	<u>49</u>
e. Motion to adopt Resolution No. 2023-04 amending Cascade's Human Resources Policy and Procedures Manual to add Juneteenth as an observed holiday.	<u>53</u>
8. OTHER ACTION ITEMS	
9. STAFF PRESENTATIONS	
10. COMMITTEE REPORTS	
a. Executive Committee – <i>no meeting held.</i>	

- b. Finance and Management Committee – *January 17, 2023.* 98
 - c. Special Public Affairs Committee – *January 11, 2023.* 99
 - d. Resource Management Committee – *January 12, 2023.* 101
11. NEW BUSINESS
12. NEXT REGULAR MEETING – *February 22, 2023 – Cascade Office and Via Zoom Meeting – 3:30 p.m.*
13. ADJOURN

NOTE: AS ALLOWED BY STATE LAW, THE BOARD OF DIRECTORS MAY ADD AND TAKE ACTION ON ITEMS NOT LISTED ON THE AGENDA.



MEMORANDUM

DATE: January 25, 2023

TO: Penny Sweet, Chair
Board of Directors

FROM: Ray Hoffman, Chief Executive Officer

SUBJECT: Chief Executive Officer's Report

Administration, Finance, and Economics

- After being at Cascade for 14 years, Linda Moreno will be retiring later this year. Linda will be sorely missed. We all deeply appreciate the quality and speed of her work, attention to detail, willingness to help wherever she's needed, and her warmth and sense of humor. Cascade will provide the job description for Linda's successor to members and would welcome names of potential candidates.
- Cascade's IT consultant, TeamLogicIT and Redbot, their subconsultant, performed a penetration test on Cascade's systems in December. Cascade is going to meet with them later this month to review the results.
- Cascade is applying for the 2023 Association of Washington Cities Employee Benefits Trust WellCity Award. Cascade has won every year since 2018. If awarded the WellCity designation, Cascade would continue to save 2% on health insurance costs. The awards will be announced in March.
- Final Member RCFC connection data for 2022 has been tabulated. For the year ending December 31, 2022, Members reported 1,121 CERU's (\$7.79M), which exceeded the original budget of 1,000 CERUs (\$6.95M). Additionally, Cascade recognized \$86K in temporary water charge revenue.
- Cascade is preparing for Clark Nuber to conduct the annual audit of Cascade's fiscal year 2022 during the week of March 20. The auditors will examine Cascade's financial reports, internal controls, and compliance with policies and procedures. Once complete, the auditors will present the results of the audit at the June Finance and Management Committee meeting. The State Auditor's Office will conduct a separate audit later this year.
- Cascade has opted to demolish the house on Cascade's Ford property. Cascade purchased the Ford property in 2009 along with several other properties and easements along a potential future pipeline route. The proposed pipeline route goes through the house. Cascade has been leasing the house, but now that the septic system has failed, Cascade believes that demolition of the house is the best option. Cascade is working with our attorneys to secure the proper permits.
- This month Cascade's office move committee selected a mover and reviewed the plans for the IT infrastructure improvements.

Capital Projects and Operations

- The SCADA/Security project is 99% complete. The contractor, system integrator, and Cascade's information systems technician are working on punch list items, operational and business technology integration, and an operations and maintenance manual.
- Cascade's Headworks Headgate 1 lost electrical controls in December 2022. Subsequent investigation was determined it was due to a failure actuator. A project is underway to replace the failure actuator. It is anticipated this work will be completed by end of January.
- Cascade entered into a Geographic Information System (GIS) Support Services agreement with Sammamish Plateau Water in December 2022. The scope of support services includes all areas of GIS work necessary to support Cascade's business operations
- Cascade staff are reviewing engineering design and negotiating maintenance responsibilities with the City of Sumner and Burlington Northern Santa Fe (BNSF) railroad on the future Sumner outflow channel and BNSF Bridge.
- U.S. Army Corps of Engineers updated Cascade that it is still planning to start construction of Phase 3 in late summer or early fall of 2023. The start of Phase 3 is contingent on successful redesign, fabrication, and installation of equipment by its contractor and tweaking of operations for the new fish trap and haul facility.
- After a very collaborative effort between Cascade, Bellevue, and Sammamish Plateau Water, Cascade has finalized and is recommending Board approval to execute Amended and Restated Agreements with the City of Bellevue and Sammamish Plateau Water and Sewer District, respectively, regarding maintenance, operations, repair, emergency response, and capital improvements for the Cascade Water Alliance pipeline.

Water Efficiency

- Cascade provided 41 classroom programs for 974 students in December.
- Cascade completed the planning for its Cascade Gardener winter class series which will run from January through March.
- Cascade and its vendor, Nature Vision, continue to see interest in the new education programs they've developed in recent years such as "The Global Water Crisis" and "Dealing with Drought".
- Students from the Sustainability Ambassadors enjoyed a learning session with Cascade's engineer, Henry Chen, to better understand the science behind water towers in a water distribution system. The students have created two excellent videos explaining the math and physics of water towers and will be working on a campaign this spring that encourages people to understand and appreciate water towers in their community.
- Cascade met with member staff to review the We Need Water social media campaign with Cascade's vendor. Staff were encouraged to utilize and participate in the campaign to amplify not only Cascade's water efficiency program, but environmental and education outreach efforts of their own.
- Cascade is preparing for a large campaign to promote annual Fix A Leak Week in March.
- Cascade completed a number of irrigation assessment reports from 2022 and has provided them to the property owners/managers. Cascade will stay in touch with the properties to offer additional assistance in helping with irrigation efficiency if requested.
- Cascade has increased the promotion of its classes and programs, as well as content relating to the value of water, on its social media platforms. There has been a significant

increase in the number of followers and engagements since Cascade began working with its social media vendor, Brilliant Marketing.

Intergovernmental and Communications

- The 105-day state legislative session began on January 9. Affordable housing and climate resiliency are expected to continue to be state legislative priorities this session. As in past sessions, Cascade will work with Diana Carlen, Gordon Thomas Honeywell, to track and provide feedback on legislative proposals that could impact Cascade and its members.
- On January 10, Cascade staff briefed the Lake Tapps Community Council on the proposed pilot project to allow Lake Tapps homeowners associations (HOAs) to fund additional milfoil treatment. The HOA representatives asked questions and agreed to check back with their associations to gauge interest. Terry McNabb, from Cascade's contractor Aquatechnex, also attended the meeting and offered to meet with any HOA representatives that wanted additional information on treatment and costs. Cascade staff will continue to brief the Resource Management Committee as the pilot is evaluated.

Planning

- Staff continues to work with the Resource Management Committee to prepare for a Board workshop focused on a drinking water quality policy framework. Once completed, the framework will provide a structured process to evaluate whether to invest in future proposals that will improve drinking water quality in the Lake Tapps Reservoir. The target date for the workshop is late March. More information will be provided to the Board prior to the workshop.

Attachments

1. Budget to Actual Expenditure Report through *December 31, 2022*.
2. Statement of Revenues and Expenditures through *December 31, 2022*.
3. Statement of Net Position as of *December 31, 2022*.
4. Contract Status Summary.
5. Monthly Warrants Listing.
6. Monthly Treasurer's Report as of *December 31, 2022*.

Cascade Water Alliance
 Budget to Actual Expenditure Report
 January 1- December 31, 2022
 100% of the year completed

Administration	Budget	Actual	Balance	% Expended
Salaries	\$ 1,192,001	\$ 1,191,422	578	100.0%
Benefits	283,845	283,148	697	99.8%
Wellness program	5,000	329	4,671	6.6%
Prof. Fee (Technical)	232,000	78,784	153,216	34.0%
Prof. Fee (Legal)	885,000	702,927	182,073	79.4%
Prof. Fee (Audit)	100,900	95,389	5,511	94.5%
Prof. Fee (Other)	50,000	4,639	45,361	9.3%
Seismic Resiliency	100,000	5,412	94,588	5.4%
Meetings Expense	11,000	2,378	8,622	21.6%
Telephone/Internet	45,800	45,703	97	99.8%
Office Rent	243,349	243,296	53	100.0%
Office Supplies Admin.	20,000	6,576	13,424	32.9%
Equip. and Furniture	10,000	4,393	5,607	43.9%
Bank Fees	600	257	343	42.8%
Dues & Subscriptions	55,000	18,494	36,506	33.6%
Taxes/Licenses	16,000	11,788	4,212	73.7%
Travel	12,000	5,726	6,274	47.7%
Professional Dev.	25,200	24,661	539	97.9%
Computer Equipment	25,000	11,192	13,808	44.8%
Software Licenses	38,000	31,799	6,201	83.7%
Postage & Delivery	3,000	1,451	1,549	48.4%
Printing & Repro.	5,000	0	5,000	0.0%
Insurance	148,963	148,889	74	100.0%
Contingency	17,598	0	17,598	0.0%
Total	\$ 3,525,256	\$ 2,918,652	\$ 606,604	82.8%

Debt Service	Budget	Actual	Balance	% Expended
Bond Debt Service	9,779,981	9,774,591	5,390	99.9%
Total	\$ 9,779,981	\$ 9,774,591	\$ 5,390	99.9%

Conservation	Budget	Actual	Balance	% Expended
Salaries	\$ 168,466	\$ 108,889	\$ 59,576	64.6%
Benefits	36,908	27,100	9,808	73.4%
Prof. Fee (Technical)	25,000	16,980	8,020	67.9%
Rebate Reimb. Com.	55,000	47,055	7,945	85.6%
Irrigation Audit	25,000	10,608	14,392	42.4%
Comm. and Public I	379,500	379,041	459	99.9%
Misc. Serv. and Sup.	45,000	41,842	3,158	93.0%
Total	\$ 734,874	\$ 631,515	\$ 103,359	85.9%

Com. and Intergovern	Budget	Actual	Balance	% Expended
Salaries	\$ 136,571	\$ 136,245	\$ 326	99.8%
Benefits	32,410	32,179	231	99.3%
Prof. Fee (Technical)	15,000	13,800	1,200	92.0%
Prof. Fee (Other)	165,000	161,869	3,131	98.1%
Sponsorships	30,000	18,825	11,175	62.8%
Comm. and Public I	280,000	112,194	167,806	40.1%
Total	\$ 658,981	\$ 475,112	\$ 183,869	72.1%

Operations-General	Budget	Actual	Balance	% Expended
Wholesale Water	\$ 22,730,886	\$ 20,383,649	\$ 2,347,237	89.7%
Salaries	31,043	30,777	267	99.1%
Benefits	7,765	7,290	475	93.9%
BIP O&M	123,000	122,949	51	100.0%
Pipeline Prop. O&M	15,000	729	14,271	4.9%
PWTF Loan Debt	40,461	40,263	197	99.5%
Total	\$ 22,948,154	\$ 20,585,656	\$ 2,362,498	89.7%

Cascade Water Alliance
 Budget to Actual Expenditure Report
 January 1- December 31, 2022
 100% of the year completed

Operations-Lake Tapps	Budget		Balance		% Expended
Salaries	\$ 371,830	\$ 370,978	\$ 852		99.8%
Benefits	92,167	91,674	493		99.5%
Prof. Fee (Technical)	795,600	426,869	368,731		53.7%
Prof. Fee (Other)	15,000	0	15,000		0.0%
Meetings Expense	4,000	3,563	437		89.1%
Telephone/Internet	1,500	821	679		54.7%
Office Supplies	17,700	0	17,700		0.0%
Equipment & Furn.	31,000	30,291	709		97.7%
Taxes/Licenses	14,100	13,990	110		99.2%
Travel	17,000	14,955	2,045		88.0%
Professional Dev.	3,000	2,844	156		94.8%
Software Licenses	36,500	36,069	431		98.8%
Permitting Costs	10,000	9,981	19		99.8%
Misc. Serv. and Sup.	34,000	18,415	15,585		54.2%
LT Operator	2,296,120	2,042,916	253,204		89.0%
Unplanned O&M	321,500	321,317	183		99.9%
Misc. Facility Repairs	102,000	59,347	42,653		58.2%
USGS Joint Fund	337,500	235,199	102,302		69.7%
Construction Management	100,000	52,827	47,173		52.8%
Outage	200,000	17,212	182,788		8.6%
Milfoil Control	225,000	192,623	32,377		85.6%
Vendor Services	36,000	20,664	15,336		57.4%
Water Quality Management	150,000	35,278	114,722		23.5%
Dike and Roads Maintenance	33,000	22,142	10,858		67.1%
Total	\$ 5,244,517	\$ 4,019,974	\$ 1,098,963		76.7%
Total Operating Budget	\$ 42,891,763	\$ 38,405,500	\$ 4,360,683		89.5%

Capital Projects (multi-yr bdgt not shown)	Budget	Actual	Balance	% Expended
Upper Conveyance Projects	\$ 740,000	116,229	623,771	15.7%
Lower Conveyance Projects	770,000	767,600	2,400	99.7%
Meters	50,000	0	50,000	0.0%
Equipment	350,000	71,315	278,685	20.4%
Facilities	295,000	294,497	503	99.8%
Security and SCADA	745,000	739,088	5,913	99.2%
Tacoma Agreement	5,975,463	5,975,463	0	100.0%
Capital Risk	175,000	0	175,000	0.0%
IT Infrastructure	35,000	0	35,000	0.0%
Total CIP Budget	\$ 9,135,463	\$ 7,964,191	\$ 1,171,272	87.2%
Total Overall Budget	\$ 52,027,226	\$ 46,369,691	5,657,535	89.1%

Cascade Water Alliance
Statement of Revenues and Expenditures
From 1/1/2022 Through 12/31/2022

Attachment 2

Operating Revenue	
Water sales	\$ 39,106,467
Administrative dues	3,741,337
Conservation program	744,873
Total Operating Revenue	<u>43,592,677</u>
Operating Expenses	
Cost of water sold	20,383,649
Salaries and benefits	2,280,025
Professional services	1,563,165
Conservation program	57,663
Depreciation and amortization	3,993,581
Communication and public information	489,922
Office expenses	420,726
Operations	2,374,941
Bank charges	257
Rent	1,547
Maintenance	713,129
Dues and subscriptions	21,939
Miscellaneous	41,971
Total Operating Expenses	<u>32,342,516</u>
Operating Income	11,250,161
Non-Operating Revenue (Expenses)	
Interest income	755,556
Other income	194,705
Gain/Loss on the sale/re-characterization of an asset	23,668
Interest expense, net of amount capitalized	(5,078,635)
Total Non-Operating Revenue (Expenses)	<u>(4,104,706)</u>
Capital Contributions	
Regional Capital Facilities Charges	6,210,400
Increase in Net Assets	13,355,855
Net Assets, Beginning of Year	122,312,527
Net Assets, End of Year	\$ 135,668,382

Cascade Water Alliance
Statement of Net Position
As of 12/31/2022

Attachment 3

Assets	
Current Assets	
Cash and cash equivalents	\$ 22,289,726
Accounts receivable	7,671,027
Prepaid expenses	320,912
Total Current Assets	30,281,665
Capital Assets	
Equipment and furniture	2,102,968
Seattle water contract	22,267,611
Bellevue Issaquah pipeline	22,276,944
Tacoma water contract	119,740,687
Less accumulated depreciation and amortization	(57,061,983)
Total Capital Assets	109,326,228
Projects in process and assets not yet in service	
Lake Tapps	105,770,727
Tacoma Cascade pipeline	26,539,385
Total Projects in process and assets not yet in service	132,310,113
Restricted cash and cash equivalents	27,275,518
Total Assets	299,193,524
Liabilities	
Current liabilities	
Payables and accrued liabilities	842,371
Accrued interest	1,143,292
Long-term debt current portion	
Bonds Payable-Current Portion	6,315,000
Other	39,474
Total Long-term debt current portion	6,354,474
Total Current liabilities	8,340,137
Long-term Liabilities	
Long-term debt	85,873,948
Tacoma contract	59,992,082
Seattle contract	5,000,000
Bond premium, net of amortization	4,097,460
Total Long-term Liabilities	154,963,490
Total Liabilities	163,303,628
Net Assets	
Restricted for debt service	103,575,952
Unrestricted	32,313,945
Total Net Assets	135,889,897
Total Liabilities & Net Assets	\$ 299,193,524

Consultant and Other Vendor Contract Status Summary

Open contracts											
Vendor	Contract number	Contract title	Cascade manager	Effective date	End date	Status date	Percent work completed	Contract amount, including	Amount invoiced	Percent invoiced	Contract balance
A Advanced Septic	1	Relief house septic system services	J. Shimada	1/11/2023	N/A	1/17/2023	20%	\$ 3,739	\$ -	0%	\$ 3,739
Artisan Electric	1	Powerhouse Solar Energy Project	M. Brent	10/1/2021	12/31/2022	1/17/2023	100%	\$ 273,000	\$ 236,184	87%	\$ 36,816
Aspect	1	Water Supply Modeling	R. Hoffman	5/6/2020	N/A	1/17/2023	35%	\$ 24,900	\$ 9,191	37%	\$ 15,710
Aspect	2	Water Resources Services	R. Hoffman	8/17/2018	N/A	1/17/2023	98%	\$ 60,000	\$ 58,251	97%	\$ 1,749
Aspect	3	Climate Change Analysis	R. Hoffman	9/7/2022	12/31/2024	1/17/2023	3%	\$ 150,000	\$ -	0%	\$ 150,000
Ben Bernstein Music	1	Podcast production	M. Brent	12/20/2022	12/31/2023	1/17/2023	5%	\$ 5,000	\$ -	0%	\$ 5,000
Brilliant Marketing	1	We Need Water Strategy Planning	M. Brent	11/4/2022	12/31/2023	1/17/2023	5%	\$ 49,500	\$ -	0%	\$ 49,500
Clark Nuber	1	Annual Financial Audit and Quarterly AUPs	R. Hoffman	1/1/2023	N/A	1/17/2023	10%	\$ 67,300	\$ -	0%	\$ 67,300
Colehour and Cohen	1	Staffing for classes and events	M. Brent	1/1/2023	12/31/2023	1/17/2023	5%	\$ 98,000	\$ -	0%	\$ 98,000
David Evans	1	On-call Land Surveyor	H. Chen	11/18/2022	12/31/2025	1/17/2023	0%	\$ 160,000	\$ -	0%	\$ 160,000
David McGrath	1	Irrigation Efficiency Assistance	M. Brent	12/21/2022	12/31/2023	1/17/2023	0%	\$ 30,000	\$ -	0%	\$ 30,000
Enrironmental Science Assoc (ESA)	1	Aquatic Plant Management	H. Chen	11/17/2022	12/31/2023	1/17/2023	10%	\$ 35,000	\$ -	0%	\$ 35,000
GeoEngineers Inc.	1	Dam Engineering/Hydrology/Geotech	H. Chen	1/1/2023	12/31/2023	1/17/2023	0%	\$ 170,000	\$ -	0%	\$ 170,000
Gordon Thomas Honeywell	1	State legislative outreach	A. Bennett	1/1/2023	12/31/2023	1/17/2023	8%	\$ 84,000	\$ -	0%	\$ 84,000
Holocene	1	Plunge Pool Timber Wall Drilling	J. Shimada	1/22/2022	N/A	1/17/2023	100%	\$ 6,772	\$ 6,772	100%	\$ 0
HDR	1	MMD Fish Passage Design Review	H. Chen	12/1/2015	N/A	1/17/2023	98%	\$ 1,041,100	\$ 950,972	91%	\$ 90,129
HDR	2	Conservation Plan Potential Assessment	M. Brent	5/21/2021	N/A	1/17/2023	99%	\$ 18,900	\$ 18,870	100%	\$ 30
Jacobs Engineering Group	1	Demand Forecast Model Support Services	M. Thung	8/20/2021	N/A	1/17/2023	5%	\$ 5,000	\$ -	0%	\$ 5,000
Jennergy	1	Website assistance	A. Bennett	1/1/2023	12/31/2023	1/17/2023	5%	\$ 36,500	\$ -	0%	\$ 36,500
Johansen Excavating	1	Emergency Headgate Repair	H. Chen	5/5/2021	N/A	1/17/2023	98%	\$ 100,947	\$ 92,358	91%	\$ 8,589
Johansen Excavating	2	Flowline Outage Maintenance	J. Shimada	8/12/2021	N/A	1/17/2023	75%	\$ 540,000	\$ 387,899	72%	\$ 152,101
Johansen Excavating	5	Headgate actuator repair	J. Shimada	1/2/2023	3/31/2023	1/17/2023	5%	\$ 42,445	\$ -	0%	\$ 42,445
Johansen Excavating	4	Plunge Pool retaining wall	J. Shimada	7/2/2022	N/A	1/17/2023	95%	\$ 576,750	\$ 186,154	32%	\$ 390,596
Johansen Excavating	5	2022 Powerhouse overhead door	J. Shimada	7/22/2022	N/A	1/17/2023	5%	\$ 13,000	\$ -	0%	\$ 13,000
Langton Spieth	1	Community relations	A. Bennett	1/1/2023	12/31/2023	1/17/2023	8%	\$ 78,000	\$ -	0%	\$ 78,000
Lake Tapps Construction	1	Valve House Improvements	J. Shimada	12/2/2020	N/A	1/17/2023	100%	\$ 30,978	\$ 30,978	100%	\$ -
Long Building Tech	1	Security Maintenance	H. Chen	8/12/2019	10/31/2022	1/17/2023	80%	\$ 55,000	\$ 43,047	78%	\$ 11,953
Media for International Development	1	WeNeedWater Video Production	A. Bennett	1/1/2023	12/31/2023	1/17/2023	8%	\$ 35,000	\$ -	0%	\$ 35,000
Nature Vision	1	Classroom Water Education	M. Brent	1/1/2023	12/31/2023	1/17/2023	8%	\$ 100,000	\$ -	0%	\$ 100,000
Pacifica Law	1	Legal Assistance	H. Chen	1/1/2023	12/31/2023	1/17/2023	8%	\$ 25,000	\$ -	0%	\$ 25,000
Parametrix	1	On Call Civ/Mech/Structural Eng	H. Chen	1/1/2023	12/31/2025	1/17/2023	8%	\$ 550,000	\$ -	0%	\$ 550,000
Performance Dimensions	2	Executive Coaching Services	M. Thung	3/14/2022	12/31/2023	1/17/2023	35%	\$ 15,000	\$ 2,800	19%	\$ 12,200
Puget Sound Energy	1	Water Efficiency Rebates	M. Brent	1/1/2023	12/31/2023	1/17/2023	8%	\$ 50,000	\$ -	0%	\$ 50,000
RH2	2	On-Call Electrical Engineering Svcs	H. Chen	1/1/2023	12/31/2023	1/17/2023	8%	\$ 125,000	\$ -	0%	\$ 125,000
RH2	1	Security and SCADA	H. Chen	1/16/2020	N/A	1/17/2023	95%	\$ 494,807	\$ 489,821	99%	\$ 4,986
RH2	3	Wholesale Master Meter Eval	H. Chen	1/21/2020	3/31/2023	1/17/2023	8%	\$ 24,500	\$ 1,342	5%	\$ 23,158
Robinson Noble	1	Water Audits	E. Cebron	10/3/2019	N/A	1/17/2023	80%	\$ 135,060	\$ 112,485	83%	\$ 22,575
SC Words & Pictures Inc.	1	Design Services	A. Bennett	1/1/2023	12/31/2023	1/17/2023	15%	\$ 24,000	\$ -	0%	\$ 24,000
Seattle Public Utilities	1	Garden Hotline	M. Brent	1/1/2023	12/31/2023	1/17/2023	67%	\$ 15,000	\$ -	0%	\$ 15,000
SMC Consulting	1	Water Efficiency Consultant	M. Brent	1/1/2023	12/31/2023	1/17/2023	30%	\$ 24,500	\$ -	0%	\$ 24,500
Source Electric LLC	1	SCADA Improvements Project	H. Chen	5/1/2021	2/1/2022	1/17/2023	95%	\$ 774,823	\$ 770,324	99%	\$ 4,499

Sustainable Water	1	Teacher Fellows program	M. Brent	1/1/2023	12/31/2023	1/17/2023	8%	\$ 60,000	\$ -	0%	\$ 60,000
TeamLogic IT	1	Info Technology Consulting	C. Paulucci	1/1/2023	12/31/2023	1/17/2023	8%	\$ 136,275	\$ -	0%	\$ 136,275
TechniArt	1	Website Orders	M. Brent	1/1/2023	12/31/2023	1/17/2023	8%	\$ 15,900	\$ -	0%	\$ 15,900
Tilth Association	1	Garden Water Efficiency	M. Brent	1/1/2023	12/31/2023	1/17/2023	8%	\$ 24,500	\$ -	0%	\$ 24,500
Upstream PBC	1	HydroForecast-Glacier Climate Change Analysis	M. Thung	11/1/2022	N/A	1/17/2023	0%	\$ 49,900	\$ -	0%	\$ 49,900
Transpo Group	1	GIS Program Technical Support	J. Shimada	2/3/2022	7/31/2023	1/17/2023	60%	\$ 24,000	\$ 15,596	65%	\$ 8,404
Vanir Construction Management, Inc.	1	On-call Construction Management	J. Shimada	5/1/2021	12/31/2024	1/17/2023	50%	\$ 560,000	\$ 165,330	30%	\$ 394,670
VanNess Feldman	1	General Counsel	R. Hoffman	1/1/2023	12/31/2023	1/17/2023	8%	\$ 600,000	\$ -	0%	\$ 600,000
Veolia	1	White River-Lake Tapps Reservoir Project Operations and Maintenance Agreement \$2,133,533 Fixed, \$214,632 Var	J. Shimada	1/1/2023	12/31/2023	1/17/2023	50%	\$ 2,348,165	\$ -	0%	\$ 2,348,165
Water Value	1	Climate Study Advisory Services	M. Thung	6/16/2022	12/31/2023	1/17/2023	5%	\$ 22,500	\$ 4,262	19%	\$ 18,238
Winterbauer and Diamond	1	Legal Assistance	R. Hoffman	1/1/2023	12/31/2023	1/17/2023	5%	\$ 20,000	\$ -	0%	\$ 20,000

Closed Contracts

Vendor	Closed contract number	Contract title	Cascade manager	Effective Date	End date	Status date	Percent work completed	Contract amount, including amendments	Amount invoiced	Percent invoiced	Contract balance
Aquatechnex	1	2022 Aquatic Plant Management	J. Shimada	8/8/2022	8/31/2022	1/17/2023	100%	\$ 175,000	\$ 167,724	96%	\$ 7,276
Brilliant Marketing	1	We Need Water Strategy Planning	M. Brent	3/16/2022	12/31/2022	1/17/2023	55%	\$ 22,500	\$ 20,850	93%	\$ 1,650
Clark Nuber	1	Annual Financial Audit and Quarterly AUPs	R. Hoffman	1/1/2022	N/A	1/17/2023	70%	\$ 70,500	\$ 67,046	95%	\$ 3,454
Colehour and Cohen	1	Staffing for classes and events	M. Brent	1/1/2022	12/31/2022	1/17/2023	90%	\$ 89,990	\$ 87,981	98%	\$ 2,009
David Evans	1	On-call Land Surveyor	H. Chen	1/1/2022	12/31/2022	1/17/2023	8%	\$ 75,000	\$ 3,746	5%	\$ 71,254
David McGrath	1	Irrigation Efficiency Assistance	M. Brent	1/1/2022	12/31/2022	1/17/2023	20%	\$ 20,500	\$ 10,608	52%	\$ 9,892
Environmental Science Assoc (ESA)	1	Aquatic Plant Management	H. Chen	1/1/2022	12/31/2022	1/17/2023	20%	\$ 24,900	\$ 24,899	100%	\$ 1
GeoEngineers Inc.	1	Dam Engineering/Hydrology/Geotech	H. Chen	1/1/2022	12/31/2022	1/17/2023	45%	\$ 160,000	\$ 150,994	94%	\$ 9,006
Gordon Thomas Honeywell	1	State legislative outreach	A. Bennett	1/1/2022	12/31/2022	1/17/2023	50%	\$ 84,000	\$ 70,000	83%	\$ 14,000
Herrera Environmental	2	WQ Monitoring Program	H. Chen	8/19/2019	N/A	1/17/2023	100%	\$ 495,000	\$ 495,000	100%	\$ -
Holocene	1	Plunge Pool Timber Wall Drilling	J. Shimada	1/22/2022	N/A	1/17/2023	100%	\$ 6,772	\$ 6,772	100%	\$ 0
Jennergy	1	Website assistance	A. Bennett	1/1/2022	12/31/2022	1/17/2023	46%	\$ 15,000	\$ 13,800	92%	\$ 1,200
Johansen Excavating	3	Emergency Landslide Remediation	J. Shimada	1/18/2022	3/31/2022	1/17/2023	96%	\$ 216,000	\$ 207,367	96%	\$ 8,633
Langton Spieth	1	Community relations	A. Bennett	1/1/2022	12/31/2022	1/17/2023	75%	\$ 72,000	\$ 72,000	100%	\$ -
Media for International Development	1	WeNeedWater Video Production	A. Bennett	1/1/2022	12/31/2022	1/17/2023	45%	\$ 24,500	\$ 20,500	84%	\$ 4,000
Nature Vision	1	Classroom Water Education	M. Brent	1/1/2022	12/31/2022	1/17/2023	65%	\$ 95,000	\$ 67,433	71%	\$ 27,567
Pacifica Law	1	Legal Assistance	H. Chen	1/1/2022	12/31/2022	1/17/2023	8%	\$ 25,000	\$ 2,964	12%	\$ 22,037
Parametrix	1	On Call Civ/Mech/Structural Eng	H. Chen	1/1/2022	12/31/2022	1/17/2023	45%	\$ 250,000	\$ 193,250	77%	\$ 56,750
Performance Dimensions	1	Executive Coaching Services	M. Thung	6/21/2021	12/31/2022	10/13/2022	100%	\$ 24,500	\$ 19,250	79%	\$ 5,250
Puget Sound Energy	1	Water Efficiency Rebates	M. Brent	1/1/2022	12/31/2022	1/17/2023	25%	\$ 72,000	\$ 31,628	44%	\$ 40,372
RH2	2	On-Call Electrical Engineering Svcs	H. Chen	1/1/2022	12/31/2022	1/17/2023	45%	\$ 100,000	\$ 61,537	62%	\$ 38,463
Sazan	2	Solar Power Project	M. Brent	5/25/2021	N/A	1/17/2023	100%	\$ 10,000	\$ 10,000	100%	\$ -
SC Words & Pictures Inc.	1	Design Services	A. Bennett	1/1/2022	12/31/2022	1/17/2023	15%	\$ 24,000	\$ 3,620	15%	\$ 20,380
Seattle Public Utilities	1	Garden Hotline	M. Brent	1/1/2022	12/31/2022	1/17/2023	67%	\$ 12,000	\$ 9,000	75%	\$ 3,000
SMC Consulting	1	Water Efficiency Consultant	M. Brent	1/1/2022	12/31/2022	1/17/2023	30%	\$ 24,500	\$ 13,420	55%	\$ 11,080
Sustainable Water	1	Teacher Fellows program	M. Brent	1/1/2022	12/31/2022	1/17/2023	55%	\$ 60,000	\$ 55,986	93%	\$ 4,014
Tacoma-Pierce County	1	LakeWise	A. Bennett	1/1/2022	12/31/2022	1/17/2023	25%	\$ 120,000	\$ 74,365	62%	\$ 45,635
TeamLogic IT	1	Info Technology Consulting	C. Paulucci	1/1/2022	12/31/2022	1/17/2023	35%	\$ 104,000	\$ 63,908	61%	\$ 40,092
TechniArt	1	Website Orders	M. Brent	1/1/2022	12/31/2022	1/17/2023	25%	\$ 15,900	\$ 5,076	32%	\$ 10,824
Tetra Tech	1	AWIA Risk and Resiliency	M. Thung	11/18/2019	12/31/2022	1/17/2023	75%	\$ 700,000	\$ 503,107	72%	\$ 196,893
Tilth Association	1	Garden Water Efficiency	M. Brent	1/1/2022	12/31/2022	1/17/2023	45%	\$ 24,500	\$ 19,304	79%	\$ 5,196
USGS	1	Joint Funding Agre-Streamgaging	H. Chen	1/1/2022	12/31/2022	1/17/2023	75%	\$ 327,380	\$ 235,199	72%	\$ 92,182
VanNess Feldman	1	General Counsel	R. Hoffman	1/1/2022	12/31/2022	1/17/2023	50%	\$ 850,000	\$ 695,861	82%	\$ 154,139

Veolia	1	White River-Lake Tapps Reservoir Project Operations and Maintenance Agreement \$2,027,110 Fixed, \$403,926 Var	J. Shimada	1/1/2022	12/31/2022	1/17/2023	50%	\$ 2,431,036	\$ 2,104,536	87%	\$ 326,500
Washington Crane and Hoist Co	1	Fish Screen Gantry Crane Inspection	J. Shimada	2/9/2022	N/A	1/17/2023	10%	\$ 2,122	\$ 2,104	99%	\$ 18
Water Value	1	Climate Study Advisory Services	M. Thung	6/16/2022	12/31/2023	1/17/2023	5%	\$ 22,500	\$ 4,262	19%	\$ 18,238

Payment Authorization Warrants and Wire Transfers 1/25/23

WHOLESALE WATER

WIRE	Seattle Contract Payment	12/22	\$1,223,019.00
WIRE	Seattle Contract Payment	1/23	<u>\$1,198,464.00</u>
			\$2,421,483.00

CONSULTANTS

30418	Environmental Science Associates (ESA)	\$3,040.00
30419	Langton/Spieth	\$6,000.00
30425	Tacoma Pierce County Health Department	\$5,249.69
30426	Transpo Group	\$1,200.00
30429	Vanir Construction Management Inc.	\$16,240.88
30430	Van Ness Feldman, LLP	\$43,834.00
30434	Aspect Consulting	\$2,049.75
30444	RH2 Engineering, Inc.	\$4,674.49
30445	State Auditor's Office	\$2,960.55
30450	BRILLIANT MARKETING LLC	\$6,375.00
30451	Clark Nuber P.S.	\$4,100.00
30455	Environmental Science Associates (ESA)	\$5,873.57
30456	Gordon Thomas Honeywell Govern. Affair	\$7,000.00
30458	Langton/Spieth	\$6,000.00
30460	Performance Dimensions Group	\$175.00
30467	TeamLogic IT of Bellevue, WA	\$14,580.50
30472	Water Value LLC	\$900.00
30482	Ethan Duvall	\$975.00
30486	RH2 Engineering, Inc.	\$10,318.07
30487	Transpo Group	\$1,200.00
30489	Van Ness Feldman, LLP	\$26,732.87
30496	Aspect Consulting	\$646.75
30504	Parametrix	\$18,383.00
30510	State Auditor's Office	\$5,050.35
30511	Tacoma Pierce County Health Department	\$9,524.77
30512	TeamLogic IT of Bellevue, WA	\$8,160.50
30514	Vanir Construction Management Inc.	\$405.00
30515	Winterbauer & Diamond PLLC	\$675.00
30522	Gordon Thomas Honeywell Govern. Affair	\$7,000.00
30523	Jennergy	<u>\$1,150.00</u>
		\$220,474.74

SALARY, BENEFITS AND EXPENSE REIMBURSEMENTS

	Payroll (November)	\$130,832.59
	Payroll (December)	\$132,523.62
30431	Vantagepoint 401 Plan	\$30,866.17
30432	Vantagepoint 457 Plan	\$12,310.29
30435	AWC Employee Benefit Trust	\$20,759.39
30440	HRA VEBA Trust	\$1,176.00
30454	Joseph Mickelson	\$1,176.11
30492	Vantagepoint 401 Plan	\$28,088.42
30493	Vantagepoint 457 Plan	\$14,026.55
30497	AWC Employee Benefit Trust	\$21,586.57
30500	HRA VEBA Trust	\$1,176.00
30520	Christopher N. Paulucci	\$22.13
30521	Terese Richmond	<u>\$501.25</u>
		\$395,045.09

COMPUTER EQUIPMENT AND SOFTWARE

30422	Nearmap US Inc.	\$6,800.00
30433	Abila	\$254.36
30473	Burien Toyota	\$57,721.66
30475	Access Telephone Solutions, Inc.	\$1,193.39
30494	Abila	<u>\$254.36</u>
		\$66,223.77

GENERAL

30411	Bellevue Chamber of Commerce	\$550.00
30412	CIT	\$2,064.00
30413	City of Seattle	\$22,785.02
30415	Comcast	\$539.37
30416	Comcast	\$1,652.40
30417	DIRECTV	\$226.11
30421	McClatchy Company LLC	\$477.34
30423	Pacific Office Automation	\$265.36
30424	Staples Advantage	\$182.55
30427	U.S. BANK	\$5,330.93
30428	Utilities Underground Location Center	\$11.61
30436	AT&T FirstNet	\$406.54
30437	Auburn Area Chamber of Commerce	\$300.00
30447	Washington State Department of Rev	\$1,085.13
30452	Comcast	\$548.68
30453	Covington Water District	\$46.50
30465	Staples Advantage	\$103.11
30469	Utilities Underground Location Center	\$12.90
30471	Verizon Wireless	\$225.05
30476	CIT	\$2,064.00
30478	Comcast	\$539.37
30479	Comcast	\$1,652.40
30481	DIRECTV	\$93.99
30485	Regency Bellevue Holdings, LLC	\$62,330.94
30488	U.S. BANK	\$5,725.32
30498	AT&T FirstNet	\$406.54
30503	Pacific Office Automation	\$265.36
30505	PNWS-AWWA	\$125.00
30507	Sammamish Plateau Water & Sewer	\$5,801.71
30516	American Water Works Association	\$4,380.00
30517	City of Bellevue	\$16,401.06
30519	Comcast	\$548.68
30524	McClatchy Company LLC	\$42.08
30527	Staples Advantage	\$95.52
30530	Verizon Wireless	<u>\$132.03</u>
		\$137,416.60

CONSERVATION

30414	Colehour and Cohen	\$2,351.20
30441	Issaquah School District 411	\$2,000.00
30446	Techniart C S D	\$530.96
30459	Nature Vision, Inc.	\$10,896.50
30462	Puget Sound Energy	\$13,492.40
30463	Tilth Alliance	\$4,012.63
30464	SMC Consulting LLC	\$2,560.00
30466	Sustainable Seattle dba Sustainability	\$3,077.00
30468	Techniart C S D	\$4,954.00
30477	Colehour and Cohen	\$2,683.69
30499	Greg Rabourn	\$500.00
30502	New Resources Group, Inc.	\$2,042.00
30506	Puget Sound Energy	\$1,200.00
30508	Seattle Printworks	\$403.78
30509	Tilth Alliance	\$1,183.75
30513	Techniart C S D	\$431.31
30518	BRILLIANT MARKETING LLC	\$3,225.00
30525	Media for Development International,	\$13,800.00
30526	Puget Sound Energy	\$338.85
30528	Sustainable Seattle dba Sustainability	<u>\$937.00</u>
		\$70,620.07

LAKE TAPPS

30420	Linde Gas & Equipment Inc.	\$3.03
30438	Corliss Resources	\$2,975.18
30439	Honey Bucket	\$522.05
30442	Linde Gas & Equipment Inc.	\$338.11
30443	LONG Building Technologies, Inc.	\$3,919.68
30449	Advanced Septic & Construction	\$6,402.92
30457	H.D. Fowler Company	\$21.71
30461	Puget Sound Energy	\$1,271.83
30470	Veolia Water North America	\$211,813.20
30480	Department of Ecology	\$4,449.48
30483	Honey Bucket	\$171.05
30484	Linde Gas & Equipment Inc.	\$348.39
30495	Access Telephone Solutions, Inc.	\$513.71
30501	Linde Gas & Equipment Inc.	\$2.93
30529	Veolia Water North America	<u>\$178,563.92</u>
		\$411,317.19

CONSTRUCTION

30407	Access Telephone Solutions, Inc.	\$2,171.22
30408	Johansen Construction Company, In	\$344,434.60
30409	RH2 Engineering, Inc.	\$2,535.16
30410	Vanir Construction Management Inc.	\$7,917.92
30448	Access Telephone Solutions, Inc.	\$513.71
30474	RH2 Engineering, Inc.	\$1,397.59
30490	Sazan Environmental Services	\$995.00
30491	Vanir Construction Management Inc.	<u>\$3,828.00</u>
		\$363,793.20

DESTROYED AND VOIDED CHECKS:

Total Warrants	\$1,664,890.66
Total Wires	\$2,421,483.00
Total warrants/wire transfers authorized for January 2023	\$4,086,373.66

Approved: _____ Date: _____
Edward Cebren, Chief Economist/Treasurer

Approved: _____ Date: _____
Allan Ekberg, Secretary/Treasurer

**Cascade Water Alliance
Monthly Treasurer's Report
December 2022**

	Operating Fund	Construction Fund	Bond Fund	RCFC Fund	Water Supply Development Fund	Rate Stabilization Fund	US Bank Payroll Account	All Funds
Beginning Balances, December 1	\$ 11,972,215	\$ 15,954,164	\$ 12,753,575	\$ -	\$ 8,071,256	\$ 2,152,851	\$ -	\$ 50,904,061
Additions:								
Cash received	\$ 2,479,022	\$ 26,791	\$ 11,944	\$ -	\$ 17,284	\$ 3,613	\$ -	\$ 2,538,653
Transfers from other Cascade funds	\$ 199,331	\$ 1,835,933	\$ -	\$ -	\$ -	\$ -	\$ 134,484	\$ 2,169,749
Total additions	\$ 2,678,353	\$ 1,862,724	\$ 11,944	\$ -	\$ 17,284	\$ 3,613	\$ 134,484	\$ 4,708,402
Subtractions:								
Bank fees, payroll, and bond payments	\$ (1,236)	\$ 43	\$ 806	\$ -	\$ 527	\$ (103)	\$ 134,484	\$ 134,522
Warrants paid	\$ 513,083	\$ 404,068	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 917,151
Wire and other electronic payments	\$ 1,223,019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,223,019
King Co. Investment Pool impairment (realized)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
King Co. Investment Pool impairment (retained)	\$ (64)	\$ (54)	\$ (29)	\$ -	\$ -	\$ (8)	\$ -	\$ (155)
Transfers to other Cascade funds	\$ 1,970,417	\$ 199,331	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,169,749
Total subtractions	\$ 3,705,220	\$ 603,388	\$ 777	\$ -	\$ 527	\$ (110)	\$ 134,484	\$ 4,444,286
Ending Balances, December 31, 2022	\$ 10,945,348	\$ 17,213,500	\$ 12,764,742	\$ -	\$ 8,088,013	\$ 2,156,574	\$ -	\$ 51,168,176



MEETING MINUTES OF THE
BOARD OF DIRECTORS
VIA HYBRID MEETING
NOVEMBER 16, 2022

1. CALL TO ORDER

At 3:30 p.m. Chair Sweet called the meeting to order. Board Members confirmed that they received the meeting materials and could hear the speakers clearly.

2. ROLL CALL

Board Members Present: The City of Bellevue (Barksdale), the City of Kirkland (Sweet), the City of Redmond (Birney), Sammamish Plateau Water & Sewer District (Warren), and Skyway Water and Sewer District (Ault)

Board Members Absent: The City of Issaquah (Pauly), City of Tukwila (Ekberg)

Board Alternate Present: The City of Issaquah (Joe)

3. PUBLIC COMMENT

None.

4. EXECUTIVE SESSION

None.

5. APPROVAL OF AGENDA

Motion by Mr. Warren and second by Ms. Birney to approve the meeting agenda as presented. Motion carried unanimously (5-0).

6. STATE AUDITOR'S OFFICE PRESENTATION

Chris Paulucci, Cascade Finance and Administration Manager introduced Haji Adams, June Li, and Kevin Lee from the state Auditor's Office. Mr. Adams said the audit report described the overall results and conclusions for the areas examined. In those selected areas, Cascade operations complied, in all material respects, with applicable state laws, regulations, and its own policies, and provided adequate controls over the safeguarding of public resources.

7. CHIEF EXECUTIVE OFFICER'S REPORT

Ray Hoffman, Cascade CEO, reviewed the Chief Executive Officer's Report that was included in the Board Packet. Mr. Hoffman responded to questions from Board Members.

8. CONSENT ITEM

- A. Board Meeting Minutes for September 28, 2022.
- B. Motion to authorize the Chief Executive Officer to purchase equipment necessary to operate and maintain the White River - Lake Tapps Reservoir system in an amount not-to-exceed \$192,000.
- C. Motion to authorize the Chief Executive Officer to execute a contract amendment with Long Building Technologies for maintenance of security equipment and related services at the White River – Lake Tapps Reservoir project by extending the contract end date from November 30, 2022, to February 28, 2023, and increasing the budget by \$40,000 from \$55,000 to \$95,000.
- D. Motion to authorize the Chief Executive Officer to extend Cascade’s engagement with auditing firm Clark Number to conduct annual Financial Audits and quarterly Agreed Upon Procedures (AUPs) for fiscal years 2022 through 2026.
- E. Motion to adopt Resolution No. 2022-19 extending and revising Cascade’s water use efficiency goal through 2024.
- F. Motion to authorize the Chief Executive Officer to execute a three-year contract with the highest-rated firm to provide On-Call Civil, Structural, and Mechanical Engineering Services in an amount not to exceed \$550,000.
- G. Motion to authorize the Chief Executive Officer to execute a three-year contract with the highest-rated firm to provide On-Call Land Surveying Services in an amount not to exceed \$160,000.
- H. Motion to authorize the Chief Executive Officer to renew contracts for engineering, vendor, and consulting services as shown in the table included in the Board Packet, totaling \$1,971,275, and in accordance with the adopted 2023 – 2024 Cascade budget.

Motion by Mr. Warren and second by Ms. Birney to approve Consent Action Items A-H as presented. Motion carried unanimously (5-0).

9. OTHER ACTION ITEMS

- A. Motion to adopt Resolution No. 2022-18 adopting Cascade’s 2023 Legislative and Public Policy Agenda.

Alison Bennett, Intergovernmental & Communications Director, said that each year, Cascade develops a legislative and public policy agenda to guide its activities at the federal, state, and municipal levels of government in order to further Cascade’s and its members’ interests. This agenda builds on Cascade’s existing relationships with legislators, agency staff, state and national water industry organizations, and other partners in order to advance key interests as well as track and respond to issues as they arise during the year.

The 2023 Legislative and Public Policy Agenda, included in the Board Packet, is similar to Cascade’s 2022 agenda and continues to focus on affordability, PFAS (per- and polyfluoroalkyl substances) measures at both the state and federal levels, resiliency and continued monitoring of funding opportunities. Ms. Bennett said that new this year are provisions opposing cost shifting by the Washington State Department of Transportation and support for a water utility exemption from the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The agenda also contains a list of issues that Cascade monitors generally, and support for new

legislative initiatives not specifically addressed by the legislative agenda would be brought back to the Public Affairs Committee and the Board for further direction.

Motion by Mr. Warren and second by Ms. Birney to adopt Resolution No. 2022-18 adopting Cascade’s 2023 Legislative and Public Policy Agenda. Motion carried unanimously (5-0).

- B. (1) Motion to adopt Resolution No. 2022-20 as follows: The CEO is reappointed as the Designated Representative under Resolution 2020-15 and is re-authorized to take all steps under Resolution 2020-15 to designate the 2024 maturity of the 2012 Refunding Candidates in the principal amount of \$1,540,000 (“Refunded Bonds”) to be redeemed in accordance with the provisions of Resolution 2012-22 and to take all steps to carry out such redemption. The Designated Representative is authorized and directed to provide for or cause to be provided for the payment of the principal of and interest on the Refunded Bonds on any date selected by the Designated Representative on or after January 1, 2023, by causing the deposit of cash or transfer of funds to U.S. Bank Trust Company National Association (“USBTC”) as paying agent for the Refunded Bonds. In addition, the Designated Representative is authorized and directed to give or cause to be given (e.g., by so directing USBTC) notice of redemption, at the times and in the manner provided in Resolution 2012-22, to affect the prepayment and redemption of the Refunded Bonds. The Designated Representative is further authorized and directed to take any action and to execute any document as in the Designated Representative’s judgment may be necessary or desirable to carry out the provisions of this resolution; and
- (2) Motion to adopt Resolution No. 2022-21 amending the 2022, 2023 and 2024 budgets.

Motion by Ms. Birney and second by Mr. Warren to remove Item 9B from the meeting agenda. Motion carried unanimously (5-0).

10. STAFF PRESENTATIONS

- A. Water Quality Policy Framework.

Mr. Hoffman presented a brief update on progress made on the water quality policy framework and responded to questions from Board Members.

- B. Milfoil Treatment Pilot Project - no materials in packet.

Mr. Hoffman presented the concept of a pilot project to allow homeowners to pay for additional milfoil treatment. Staff is working to develop a detailed implementation plan for the Board to review. Mr. Hoffman responded to questions from Board Members

- C. Alternate Membership Options - no materials in packet.

Mr. Hoffman said that the City of Sumner is no longer interested in purchasing water from Cascade. He suggested that the work conducted thus far be captured in case another agency expresses interest in purchasing water in the future.

11. COMMITTEE REPORTS

- A. Executive Committee – No meeting held.
- B. Finance & Management Committee – Meeting held November 8, 2022.
- C. Public Affairs Committee – No meeting held.
- D. Resource & Management Committee – Meeting held November 3, 2022.

12. NEW BUSINESS

None.

13. NEXT REGULAR MEETING

The next regular Board meeting will be held on December 21, 2022, at 3:30 p.m.

Motion by Ms. Birney and second by Mr. Warren to cancel the December 21, 2022 Board meeting. Motion carried unanimously (6-0).

14. ADJOURN

The meeting adjourned at 4:45 p.m.

APPROVED BY:

Penny Sweet, Chair

Angela Birney, Vice-Chair

AGENDA MEMORANDUM

SUBJECT

Motion to authorize the Chief Executive Officer to execute various 2023 Cascade sponsorship agreements for a combined total not-to-exceed \$40,000 (as shown in the events listed in this Agenda Memo).

BACKGROUND

Pursuant to Resolution 2009-02, sponsorship proposals will be reviewed on their merits and how well they relate to Cascade’s mission and bylaws. Cascade’s Intergovernmental and Communications and Water Efficiency budgets have allocated funds to cover these sponsorships. The resolution indicates that any sponsorship over \$1,000 requires Board authorization. This proposal is for \$40,000 and is supported by the Chief Executive Officer and the Public Affairs Committee. It is within the budgeted amount for 2023.

Pursuant to CWAC 5.45.030, the Chief Executive Officer recommends that the Board authorize sponsorship agreements with each of the following event organizers in 2023:

Event	Area	Date	Est. Cost	Booth	Est. Value
Bellevue Family 4 th	Bellevue	7/4	\$4,000	YES	\$5,500
Issaquah Salmon Days	Issaquah	Oct.	\$5,000	YES	\$6,000
Kirkland Concert Series	Kirkland	July/Aug	\$2,500	YES	\$2,500
Redmond Derby Days	Redmond	July	\$2,500	YES	\$3,000
Sammamish Party on the Plateau	Sammamish	August	\$1,000	YES	\$1,200
Skyway Health and Wellness Fair	Skyway	August	\$500	YES	\$1,000
Tukwila Backyard Wildlife Festival	Tukwila	May	\$500	YES	\$500
Tukwila See You in the Park	Tukwila	July/Aug	\$500	YES	\$500
WA Environmental Council Gala	Regional	March	\$2,500	NO	\$2,500
Leadership Eastside Mayors Lunch	Eastside	September	\$2,500	NO	\$2,500
Bonney Lake Days/Tunes at Tapps	Lake Tapps	August	\$1,000	NO	\$1,000
Beautify Bonney Lake	Lake Tapps	September	\$500	NO	\$500
Bonney Lake Chamber Triathlon	Lake Tapps	September	\$500	NO	\$500
Water Wise Events (conservation budget)					
2024 NW Flower & Garden Festival	Regional	February	\$15,000	YES	\$15,000
Bellevue Farmers’ Market	Bellevue	TBD	\$0	YES	N/A
Bellevue Farmers’ Market	Bellevue	TBD	\$0	YES	N/A
Kirkland Farmers’ Market	Kirkland	TBD	\$0	YES	N/A
Kirkland Sustainability Fair	Kirkland	TBD	\$0	YES	N/A
			Total		
			\$38,500		\$42,200

These events meet several Cascade purposes as listed in section 3.3 of the Cascade Water Alliance Joint Municipal Utility Services Agreement. These include support for Cascade to:

- a. provide a safe, reliable, high quality drinking water supply to meet the current and projected demands of Cascade Members and for Non-Members as determined by Cascade, and to carry out this task in a coordinated, cost-effective, and environmentally sensitive manner;
- d. provide conservation programs to promote the wise and efficient use of resources;
- h. share costs and risks among Members commensurate with benefits received; and
- i. carry out, or to further other water supply purposes that the Members determine, consistent with the provisions of this Agreement.

These events support Cascade’s ability to provide safe, reliable, high quality drinking water to meet the needs of Cascade members. These sponsorships are vital in our service area to get our message to key constituents as well as our members’ service areas and to demonstrate Cascade’s commitment to providing quality water. To create a water supply system, Cascade must have the support and cooperation of the communities in which it operates. These events focus on regional collaborative and successful relationships and partnerships, as well as cementing good neighbor relationships.

PROCUREMENT PROCESS

Not applicable.

FISCAL IMPACT

Budget Line	2023 Budget	Spent or Committed to Date	Available 2023 Budget	This Action	2023 Remaining Balance
Sponsorships	\$30,000	\$0	\$30,000	\$25,000	\$5,000
Budget Line	2024 Budget	Spent or Committed to Date	Available 2024 Budget	This Action	2024 Remaining Balance
Community Engagement	\$82,500	\$0	\$82,500	\$15,000	\$67,500

For its \$40,000 investment, Cascade’s sponsorship will be noted at events that reach the public and key regional stakeholders. This recognition for Cascade at these events includes being featured on event promotional materials and at events; being listed on respective web sites; posters and materials displayed at local businesses advertising; social media; opportunities to display Cascade banner and booths; and areas to display Cascade promotional materials. The promotional value of these events exceeds the investment from Cascade and furthers Cascade’s goal of reaching the public and supporting members’ communities.

The 2023 Intergovernmental and Communications budget includes up to \$30,000 for sponsorships for events and this \$25,000 action includes some leeway in case the cost of an event is raised slightly in 2023. Funds are also reserved for other opportunities that may arise during 2023 and those will be presented separately.

The 2024 Water Efficiency budget includes up to \$82,500 for community events and training that will accommodate the \$15,000 cost for the 2024 Northwest Flower and Garden Show

(NWFGS). Cascade will be the primary utility sponsor of the NWFGS which will include many benefits to Cascade including:

- Cascade's logo and website will be prominently displayed and promoted on the NWFGS's website, social media content, press releases, and at the event (this is the largest landscaping and gardening event in Washington).
- Cascade will be featured as a show partner to emphasize sustainable landscaping and gardening.
- Cascade will receive space for its station and the We Need Water wall at no additional cost.
- Cascade will have access to the facility, presenters, and attendees for filming or other social media content development.
- An onsite banner ad will include Cascade's website.
- Cascade will receive a two-page ad in the show's program guide, customizable to include any information Cascade wishes.
- Cascade will be the presenting partner at the Container Wars, a popular and well attended portion of the NWFGS.
- The Cascade Gardener classes, water efficiency programs, videos, and social media content will be promoted during and after the NWFGS reaching thousands of people.

OPTIONS

1. Authorize the Chief Executive Officer to execute various 2023 Cascade sponsorship agreements for a combined total not-to-exceed \$40,000 (as shown in the events listed in this Agenda Memo).
2. Do not authorize the Chief Executive Officer to execute various 2023 Cascade sponsorship agreements and provide alternate direction to staff.

RECOMMENDED ACTION

Authorize the Chief Executive Officer to execute various 2023 Cascade sponsorship agreements for a combined total amount not-to-exceed \$40,000 (as shown in the events listed in this Agenda Memo).

ATTACHMENTS

None.

AGENDA MEMORANDUM

SUBJECT

Motion to adopt Resolution No. 2023-01 and Resolution No. 2023-02 authorizing the Chief Executive Officer to finalize and execute Amended and Restated Agreements with the City of Bellevue and Sammamish Plateau Water and Sewer District, respectively, regarding maintenance, operations, repair, emergency response, and capital improvements for the Cascade Water Alliance Pipeline.

BACKGROUND

Cascade owns a 24-inch transmission main consisting of water pipelines, valves, fittings, thrust restraint and appurtenances. The main is approximately 7.13 miles in length, originating in the City of Bellevue (“Bellevue”) and terminating in the City of Issaquah (“Issaquah”), and is known as the Bellevue-Issaquah Pipeline (“Pipeline” or “BIP”). The Pipeline provides water to Bellevue, Issaquah, and Sammamish Plateau Water (“District”).

Bellevue and the District currently perform maintenance, operations, repair, and emergency response services on the Pipeline on Cascade’s behalf via separate agreements. Bellevue maintains approximately 1.1 miles of the Pipeline and the District approximately 6.0 miles.

The 2006 agreement with Bellevue and the 2010 agreement with the District did not address responsibility for capital improvements of the Pipeline. In addition, Cascade, Bellevue, and the District determined that other minor modifications to the agreements would improve clarity in roles and responsibilities. Given this, Cascade proposes to amend and restate its agreements with both Bellevue and the District.

Once the parties sign the amended and restated agreements, the parties’ delegated authorities will also sign separate memorandums of understanding to implement the agreements.

FISCAL IMPACT

Budget Line	2023 Budget	Spent and Committed to Date	Available 2023 Budget	This Action	Remaining 2023 Balance
BIP Operations & Maintenance	\$60,000	\$0	\$60,000	\$30,000	\$30,000

OPTIONS

1. Adopt Resolutions No. 2023-01 and No. 2023-02 authorizing the Chief Executive Officer to finalize and execute Amended and Restated Agreements with the City of Bellevue and Sammamish Plateau Water and Sewer District, respectively, regarding maintenance, operations, repair, emergency response, and capital improvements for the Cascade Water Alliance Pipeline.
2. Do not adopt Resolution No. 2023-01 or No. 2023-02 and provide alternate direction to staff.

RECOMMENDED ACTION

Adopt Resolutions No. 2023-01 and No. 2023-02 authorizing the Chief Executive Officer to finalize and execute Amended and Restated Agreements with the City of Bellevue and Sammamish Plateau Water and Sewer District, respectively, regarding maintenance, operations, repair, emergency response, and capital improvements for the Cascade Water Alliance Pipeline.

ATTACHMENTS

1. Proposed Resolution No. 2023-01 and draft Amended and Restated Agreement with the City of Bellevue.
2. Proposed Resolution No. 2023-02 and draft Amended and Restated Agreement with Sammamish Plateau Water and Sewer District.



A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CASCADE WATER ALLIANCE,
A WASHINGTON MUNICIPAL CORPORATION
AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO FINALIZE AND EXECUTE
AN AGREEMENT WITH THE CITY OF BELLEVUE REGARDING
MAINTENANCE, OPERATION, REPAIR, EMERGENCY RESPONSE, AND CAPITAL IMPROVEMENT
OF THE BELLEVUE PIPELINE SEGMENT OF THE CASCADE WATER ALLIANCE PIPELINE

WHEREAS, the Cascade Water Alliance (“Cascade”) is a Washington Municipal Corporation composed of seven Members, which are municipal corporations and special purpose districts that are party to the Joint Municipal Utilities Services Agreement under the authority of Chapter 39.106 RCW for the purpose of providing water supply to meet the growing demands of its Members; and

WHEREAS, Cascade owns a 24-inch transmission main consisting of water pipelines, valves, fittings, thrust restraint and appurtenances; is approximately 7.13 miles in length originating in the City of Bellevue (“Bellevue”) and terminating in the City of Issaquah (“Issaquah”); and is known as the Bellevue-Issaquah Pipeline (“Pipeline”); and

WHEREAS, Cascade provides water supply via the Pipeline to Bellevue, Issaquah, and Sammamish Plateau Water and Sewer District (“District”); and

WHEREAS, pursuant to the 2006 PIPELINE OPERATIONS AGREEMENT BETWEEN CASCADE AND BELLEVUE (“2006 Pipeline Agreement”), Bellevue has performed maintenance, operations, repair, and emergency response services of approximately 1.1 miles of the Pipeline on behalf of Cascade, known as the Bellevue Pipeline Segment; and

WHEREAS, the 2006 Pipeline Operations Agreement did not address responsibility for capital improvements of the Pipeline, and Cascade and Bellevue wish to amend and restate the 2006 Pipeline Agreement to incorporate this and other minor modifications.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CASCADE WATER ALLIANCE, as follows:

Section 1. Authorization of Chief Executive Officer to finalize and execute an Amended and Restated Agreement.

The Board adopts this Resolution authorizing the Chief Executive Officer, in consultation with legal counsel, to finalize and execute an Agreement with Bellevue regarding maintenance,

operations, repair, emergency response, and capital improvements in substantially the form as the attached proposed AMENDED AND RESTATED AGREEMENT FOR MAINTENANCE, OPERATIONS, REPAIR, EMERGENCY RESPONSE, AND CAPITAL IMPROVEMENT OF THE BELLEVUE PIPELINE SEGMENT OF THE CASCADE WATER ALLIANCE PIPELINE.

Section 2. Effect.

This Resolution shall be in full force and effect on the date of its adoption.

ADOPTED AND APPROVED by the Board of Directors of the Cascade Water Alliance at a regular meeting thereof, held the ____ day of January 2023.

CASCADE WATER ALLIANCE

Penny Sweet, Chair

Attest – Ray Hoffman, Chief Executive Officer

Angela Birney, Vice Chair

Members

Yes _____

No _____

Demand Share

Yes _____%

No _____%

Allan Ekberg, Secretary/Treasurer

Include in CWAC?	
<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

ATTACHMENT

AMENDED AND RESTATED AGREEMENT FOR MAINTENANCE, OPERATION, REPAIR, EMERGENCY RESPONSE, AND CAPITAL IMPROVEMENT OF THE BELLEVUE PIPELINE SEGMENT OF THE CASCADE WATER ALLIANCE PIPELINE

This Amended and Restated Agreement for Maintenance, Operation, Repair, Emergency Response, and Capital Improvement of the Bellevue Pipeline Segment of the Cascade Water Alliance Pipeline ("Agreement") between CASCADE WATER ALLIANCE, a Washington municipal corporation ("Cascade"), and the CITY OF BELLEVUE, a Washington municipal corporation ("Bellevue") (individually a "Party" and collectively the "Parties") is made this ___ day of _____, 2023.

WHEREAS, Cascade Water Alliance is a Washington Municipal Corporation composed of seven Members, which are municipal corporations and special purpose districts that are party to the JOINT MUNICIPAL UTILITIES SERVICES AGREEMENT ("2012 Agreement") under the authority of Chapter 39.106 RCW for the purpose of providing water supply to meet the growing demands of its Members; and

WHEREAS, pursuant to the 2006 PIPELINE TRANSFER AND ACQUISITION AGREEMENT, Bellevue transferred ownership to Cascade of a 24-inch transmission main consisting of water pipelines, valves, fittings, thrust restraint and appurtenances from the point of connection from the Seattle inlet to the isolation valve just outside the meter vault in front of 16104 SE Newport Way in Bellevue, Washington ("Bellevue Pipeline Segment"), as depicted in Exhibit A, and in 2006 the City of Issaquah transferred ownership to Cascade of a 24-inch water transmission main and appurtenances located from the point of connection with the City of Bellevue's 24-inch water main to its end located at 1st Avenue NE in Issaquah, Washington, and in 2008 the Sammamish Water and Sewer District ("District") transferred ownership to Cascade of a 24-inch water transmission main and appurtenances located from the point of connection with the City of Issaquah to the twelve (12) inch gate valve on the south side of a meter vault existing at the District's corrosion control facility and Well 9 located on Tax Lot No., and collectively these three water transmission main segments are known as the Bellevue-Issaquah Pipeline ("Pipeline"); and

WHEREAS, Cascade provides water supply via the Pipeline to Bellevue, the City of Issaquah, and Sammamish Water and Sewer District, which are Members of Cascade; and

WHEREAS, Cascade and Bellevue entered into a PIPELINE OPERATIONS AGREEMENT, effective June 30, 2006 ("2006 Pipeline Agreement"), whereby the Parties agreed that Bellevue would perform maintenance and operations of Cascade's Bellevue Pipeline Segment, subject to the terms and conditions stated therein;

WHEREAS, pursuant to the 2006 Pipeline Agreement, a subsequently agreed-upon BELLEVUE-ISSAQUAH PIPELINE OPERATIONS AND MAINTENANCE SCOPE OF Work ("2013 Scope of Work"), and annual task lists, Bellevue has performed such maintenance, operations, repair, and emergency response services of the Bellevue Pipeline Segment on behalf of Cascade, is willing to continue to perform such services, and further willing to accept the right of first offer to perform capital improvements; and

WHEREAS, the 2006 Pipeline Agreement, 2013 Scope of Work, and annual task lists addressed responsibility for operations and maintenance of the Bellevue Pipeline Segment, they did not address responsibility for capital project delivery for expansion, renovation, replacement, or improvement of the Bellevue Pipeline Segment; and

WHEREAS, Cascade wishes to continue contracting with Bellevue for the maintenance, operation, repair, emergency response, and capital improvement of the Bellevue Pipeline Segment; and

WHEREAS, Cascade and Bellevue now wish to amend and restate the 2006 Pipeline Agreement to incorporate minor modifications to the original terms, to clarify roles, responsibilities and expectations between each Party regarding maintenance, operations, repair, emergency response, and to address future expansion, renovation, replacement, or improvement of the Bellevue Pipeline Segment requiring a capital project;

NOW, THEREFORE, the Parties hereby agree that the 2006 Pipeline Agreement is hereby amended and restated in its entirety by this Agreement, as follows:

1. DURATION

This Agreement shall remain in existence until the Parties' exercise their rights to terminate the Agreement in accordance with Section 11 of this Agreement.

2. BELLEVUE PIPELINE SEGMENT

Every five (5) years Cascade and Bellevue shall review the geographic scope of the Bellevue Pipeline Segment, and upon mutual agreement, the Parties may modify the Bellevue Pipeline Segment's geographic scope.

3. CASCADE WATER ALLIANCE

- A. Cascade is responsible for the maintenance, operation, repair, emergency response, and capital improvement of the Pipeline facilities and is contracting out the maintenance, operation, repair, and emergency response work for the Bellevue Pipeline Segment to Bellevue.
- B. Cascade is responsible for the expansion, renovation, replacement, and/or improvement of the Pipeline facilities that must be solicited by competitive bid processes under Washington law ("Capital Improvement Project") and is providing Bellevue with the right of first offer for capital improvement projects on the Bellevue Pipeline Segment.
 - i. If a Capital Improvement Project is needed, Cascade will offer to contract such services to Bellevue under a separate agreement, including (but not limited to): project management, consultant contracting, design review, permitting, construction contracting, construction management and construction inspection, as well as other related Capital Improvement Project delivery services as needed.

- ii. If the Parties cannot reach mutual agreement for Bellevue to provide Capital Improvement Project services, Cascade will implement said project using its own staffing resources, procure and manage professional engineering consultant and construction contractor resources as needed, and perform other associated services. Such projects will then be required to obtain any necessary Bellevue permits and approvals, such as the Right-of-Way Use Permit and Clearing and Grading Permit.
- C. This Agreement does not delegate Cascade's responsibility under the Cascade 2012 Agreement for the delivery of water supply and the water quality of such supply to any of its Members.

4. BELLEVUE

- A. Bellevue shall maintain, operate, repair, and respond to emergencies on the Bellevue Pipeline Segment, on behalf of Cascade, in accordance with the Pipeline MOU described in Section 5 of this Agreement
- B. Pursuant to Section 3.B of this Agreement, Bellevue shall have first right of offer to provide Capital Improvement Project services for expansion, renovation, replacement, and/or improvement of the Bellevue Pipeline Segment, should these services be needed by Cascade. Bellevue shall provide notice to Cascade within ten business days of the offer to provide Capital Improvement Project delivery services that it is willing and able to provide; final confirmation to provide such services may be contingent on Bellevue City Council authorization.
- C. All maintenance, operation, repair, emergency response, and capital improvement work on the Bellevue Pipeline Segment, as outlined in this Agreement, shall be performed by or at the direction of the Bellevue Utilities Department, a department within the City of Bellevue, consistent with applicable statutes, regulations, codes and standards.
- D. Bellevue may utilize contractors, consultants, vendors, other City departments, and other third parties to maintain, operate, repair, respond to emergencies, and perform capital improvements on the Bellevue Pipeline Segment.
- E. Bellevue agrees to coordinate and cooperate with Cascade on the maintenance, operation, repair, emergency response, and capital improvement of Cascade's Bellevue Pipeline Segment to help Cascade ensure the delivery of water supply of quality and quantity in accordance with the Cascade 2012 Agreement.

5. MAINTENANCE, OPERATIONS, REPAIR, EMERGENCY RESPONSE, AND CAPITAL IMPROVEMENTS

Cascade and Bellevue shall develop a Bellevue Pipeline Segment memorandum of understanding ("Pipeline MOU") between the two Parties to determine how best to implement this Agreement to ensure adequate water supply and water quality. The Pipeline MOU:

- i. Shall be a written agreement between each of the Parties' designees and include information on Cascade's and Bellevue's respective responsibilities for maintenance, operation, repair, emergency response, and capital improvement on the Bellevue Pipeline Segment and cost reimbursement; and
- ii. May be entered into and modified as needed through each Party's designee as long as the Pipeline MOU complies with the terms of this Agreement.

6. COST REIMBURSEMENT

- A. Maintenance, Operation, Repair, and Emergency Response: Cascade shall reimburse Bellevue for all time and materials and third party expenditures/billables (e.g. power bills) used to perform the required maintenance, operation, repair, and emergency response of the Bellevue Pipeline Segment in accordance with this Agreement. Included shall be an amount for overhead and other indirect costs attributable to the performance of such maintenance, operations, repair, and emergency response. The overhead rate shall be established in the Pipeline MOU and may be periodically reviewed and adjusted as necessary to ensure consistency with Bellevue overhead rates.
- B. Capital Improvement Projects: Cascade shall reimburse Bellevue for all time and materials, overhead and other indirect costs, and third party expenditures/billables (e.g. Bellevue staff time for project management, consultant and construction contracting and management, design review, other agency coordination, permitting, construction inspection, consultant and contractor payments, and other costs) used to perform Capital Improvement Project delivery services on the Bellevue Pipeline Segment, pursuant to the terms of a separate agreement to be negotiated by the Parties.
- C. Bellevue shall provide Cascade with regular invoices for all costs associated with providing maintenance, operations, repair, emergency response, and capital improvement services.
 - i. The frequency of invoicing and the information required in the invoices for maintenance, operations, repair, and emergency response shall be established in the Pipeline MOU.
 - ii. The frequency of invoicing and the information required in the invoices for capital improvement services shall be established by separate agreement for each Capital Improvement Project, as agreed to by the Parties.
 - iii. Cascade shall have no obligation to pay for invoices received after one calendar year or more of the work being completed.
- D. Cascade shall pay invoices within 30 days of receipt. Invoices not timely paid shall bear interest at the rate of one (1) percent per month until the amount of such invoice, plus any interest thereon, shall be paid in full.

7. LIABILITY/HOLD HARMLESS

The Parties shall mutually indemnify, defend, and hold the other Party, its officers,

agents and employees harmless from and against any and all claims, losses, or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of each Party, its officers, agents and employees, in the performance of this Agreement. As to claims against either Party, its officers, agents and employees, each Party mutually agrees and expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of said Party. In the event of concurrent negligence, this obligation to mutually indemnify, defend and hold the other Party harmless is valid and enforceable only to the extent of the negligence of each Party, its officers, agents and employees.

8. DISPUTE RESOLUTION

Both Parties to this Agreement shall use every reasonable effort to resolve any issue arising under this Agreement or any dispute regarding the eligibility of costs for reimbursement by Cascade. In the event the Parties are not able to resolve a dispute arising under this Agreement, the issue shall be directed to the Chief Executive Officer ("CEO") of Cascade and the Utilities Director or other designee of Bellevue for resolution. In the event that resolution is still not reached, the Parties shall hire an independent, trained, and mutually acceptable mediator to mediate the dispute. If the Parties cannot agree upon a mediator within ten (10) business days, either Party may petition a judge of the Superior Court of King County appoint such a mediator. The cost of the mediator will be shared equally by the Parties. The mediation shall be conducted in Bellevue, Washington. In the event that resolution cannot be reached through mediation, either Party may take the necessary steps to resolve the matter in the Superior Court of King County.

9. AUTHORITY

By signing this Agreement, each Party certifies that it has the authority to bind its respective governing bodies to all of the terms and conditions of this Agreement.

10. MODIFICATION

This Agreement may only be modified by written instrument signed by both Parties. Modifications to the Pipeline MOU or agreements for Bellevue to provide Capital Improvement Project delivery services to Cascade on the Bellevue Pipeline Segment do not require modifying or amending this Agreement.

11. TERMINATION

This Agreement may be terminated by either Party upon giving the other party six (6) months prior written notice. The provisions of Section 7 of this Agreement shall survive termination of this Agreement.

12. PROPERTY

The Parties do not contemplate the need to jointly acquire, hold, or otherwise dispose of real property in performance of this Agreement. Acquisition of personal property in performance of this Agreement shall be consistent with the terms of the Pipeline MOU and the purchasing party's applicable codes, policies, and procedures. Any personal property acquired pursuant to the terms of the Pipeline MOU shall be property of Cascade, except where Cascade fails to reimburse Bellevue as required under the Pipeline MOU, in which case, the personal property shall be owned by Bellevue. The parties shall not dispose of any personal property used or acquired in performance of this Agreement, except as consistent with the terms of the Pipeline MOU or otherwise with Cascade's consent.

13. ADMINISTRATION

No new or separate legal or administrative entity is created to administer the provisions of this Agreement. The Parties agree to perform their obligations consistent with its obligations under this Agreement, as amended, or otherwise agreed in writing by the Parties. Any notices required to be provided to the other Party should be directed to:

<u>City of Bellevue</u>	<u>Cascade Water Alliance</u>
<u>Name:</u> Joe Harbour <u>Title :</u> Assistant Director, Operations & Maintenance <u>Address:</u> P.O. Box 90012 450 110 th Ave NE, Bellevue, WA 98004 <u>Phone:</u> 425-452-2014 <u>Email:</u> jharbour@bellevewa.gov	<u>Name:</u> Melina Thung <u>Title:</u> Chief of Staff <u>Address:</u> 520 112 th Ave. NE Suite 400, Bellevue, WA 98004 <u>Phone:</u> (425) 628-4017 <u>Email:</u> mthung@cascadewater.org

14. PRIOR AGREEMENTS

As of the Effective Date, this Agreement shall supersede and replace the 2006 Pipeline Agreement, 2013 Scope of Work, and annual tasks lists developed thereto.

15. EFFECTIVE DATE

This Agreement is effective upon the date of the last signature below.

[Signature pages follows]

CASCADE WATER ALLIANCE, a Washington municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

CITY OF BELLEVUE, a Washington municipal corporation

By: _____

Its: _____

Date: _____

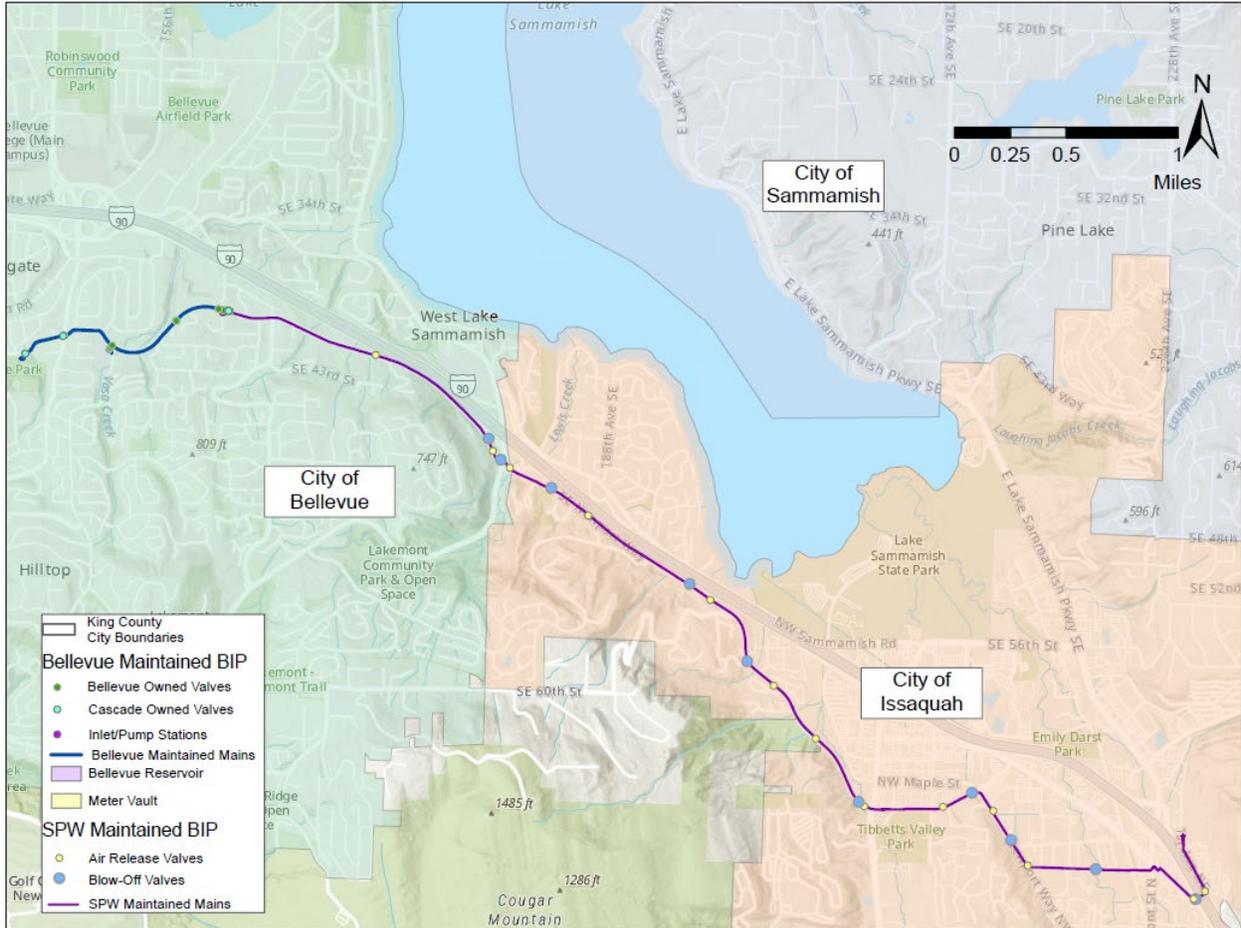
Approved as to form:
Kathryn L. Gerla, City Attorney

By: _____
Brian Wendt, Assistant City Attorney

EXHIBIT A

MAPS AND DIAGRAM OF BELLEVUE-ISSAQUAH PIPELINE

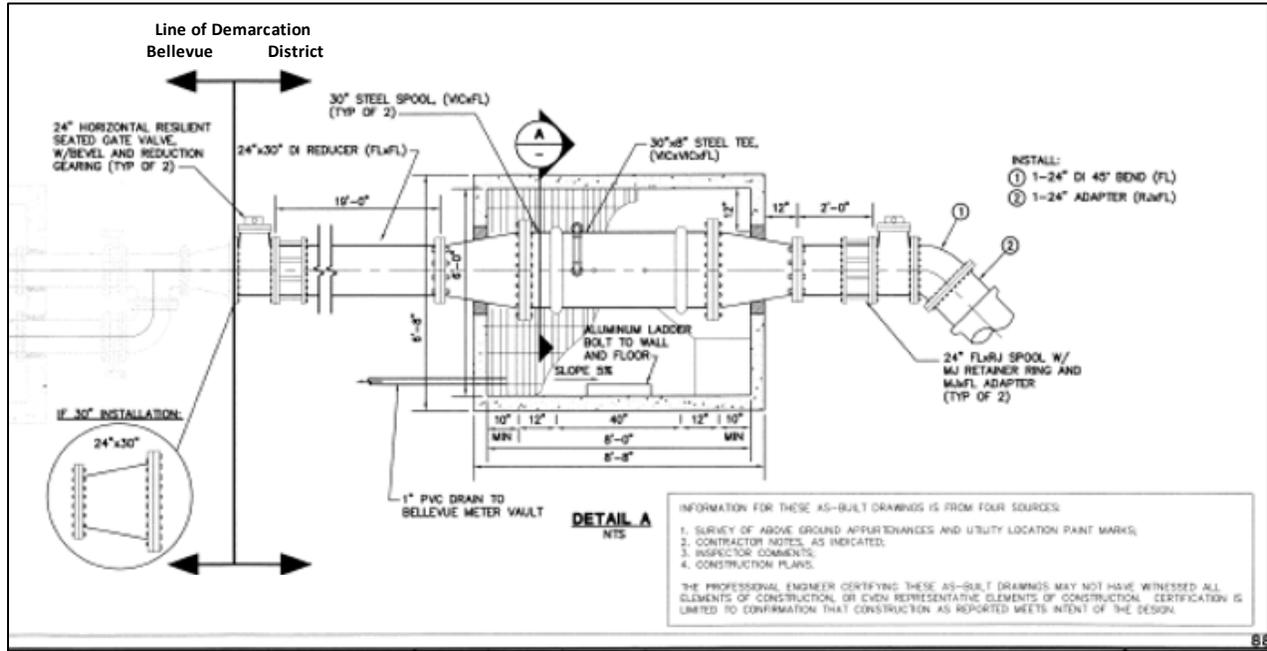
Map A. Bellevue-Issaquah Pipeline and Appurtenances



Map C. Bellevue-Issaquah Pipeline – Line of Demarcation Between Bellevue and Sammamish Plateau Water & Sewer District Responsibilities (Plan View)



Diagram 1. Bellevue-Issaquah Pipeline – Line of Demarcation Between Bellevue and Sammamish Plateau Water & Sewer District Responsibilities (Elevation View)





A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CASCADE WATER ALLIANCE,
A WASHINGTON MUNICIPAL CORPORATION
AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO FINALIZE AND EXECUTE
AN AGREEMENT WITH SAMMAMISH PLATEAU WATER AND SEWER DISTRICT REGARDING
MAINTENANCE, OPERATION, REPAIR, EMERGENCY RESPONSE, AND CAPITAL IMPROVEMENT
OF THE DISTRICT PIPELINE SEGMENT OF THE CASCADE WATER ALLIANCE PIPELINE

WHEREAS, the Cascade Water Alliance (“Cascade”) is a Washington Municipal Corporation composed of seven Members, which are municipal corporations and special purpose districts that are party to the Joint Municipal Utilities Services Agreement under the authority of Chapter 39.106 RCW for the purpose of providing water supply to meet the growing demands of its Members; and

WHEREAS, Cascade owns a 24-inch transmission main consisting of water pipelines, valves, fittings, thrust restraint and appurtenances; is approximately 7.13 miles in length originating in the City of Bellevue (“Bellevue”) and terminating in the City of Issaquah (“Issaquah”); and is known as the Bellevue-Issaquah Pipeline (“Pipeline”); and

WHEREAS, Cascade provides water supply via the Pipeline to Bellevue, Issaquah, and Sammamish Plateau Water and Sewer District (“District”); and

WHEREAS, pursuant to the AGREEMENT FOR OPERATIONS AND MAINTENANCE, effective March 15, 2010 (“2010 Operations and Maintenance Agreement”), the District has performed maintenance, operations, repair, and emergency response services of approximately 6.0 miles of the Pipeline on behalf of Cascade, known as the District Pipeline Segment; and

WHEREAS, the 2010 Operations and Maintenance Agreement did not address responsibility for capital improvements of the Pipeline, and Cascade and the District wish to amend and restate the 2010 Operations and Maintenance Agreement to incorporate this and other minor modifications.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CASCADE WATER ALLIANCE, as follows:

Section 1. Authorization of Chief Executive Officer to finalize and execute an Amended and Restated Agreement.

The Board adopts this Resolution authorizing the Chief Executive Officer, in consultation

with legal counsel, to finalize and execute an Agreement with the District regarding maintenance, operations, repair, emergency response, and capital improvements in substantially the form as the attached proposed AMENDED AND RESTATED AGREEMENT FOR MAINTENANCE, OPERATIONS, REPAIR, EMERGENCY RESPONSE, AND CAPITAL IMPROVEMENT OF THE DISTRICT PIPELINE SEGMENT OF THE CASCADE WATER ALLIANCE PIPELINE.

Section 2. Effect.

This Resolution shall be in full force and effect on the date of its adoption.

ADOPTED AND APPROVED by the Board of Directors of the Cascade Water Alliance at a regular meeting thereof, held the ___ day of January 2023.

CASCADE WATER ALLIANCE

Penny Sweet, Chair

Attest – Ray Hoffman, Chief Executive Officer

Angela Birney, Vice Chair

Members

Yes _____

No _____

Demand Share

Yes _____ %

No _____ %

Allan Ekberg, Secretary/Treasurer

Include in CWAC?	
<input type="checkbox"/>	Yes
<input checked="" type="checkbox"/>	No

**AMENDED AND RESTATED AGREEMENT FOR
MAINTENANCE, OPERATION, REPAIR, EMERGENCY RESPONSE, AND CAPITAL
IMPROVEMENT OF THE DISTRICT PIPELINE SEGMENT
OF THE CASCADE WATER ALLIANCE PIPELINE**

This Amended and Restated Agreement for Maintenance, Operation, Repair, Emergency Response, and Capital Improvement of the District Pipeline Segment of the Cascade Water Alliance Pipeline ("Agreement") between CASCADE WATER ALLIANCE, a Washington municipal corporation ("Cascade"), and the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a Washington municipal corporation ("District") (individually a "Party" and collectively the "Parties") is made this ___ day of _____, 2023.

WHEREAS, Cascade Water Alliance is a Washington Municipal Corporation composed of seven Members, which are municipal corporations and special purpose districts that are party to the JOINT MUNICIPAL UTILITIES SERVICES AGREEMENT ("2012 Agreement") under the authority of Chapter 39.106 RCW for the purpose of providing water supply to meet the growing demands of its Members; and

WHEREAS, Issaquah previously transferred ownership to Cascade of a 24-inch water transmission main and appurtenances located from the point of connection with the City of Bellevue's 24-inch water main at the intersection of 161st and SE Newport Way in Bellevue, Washington to its end located at, and including, the first meter vault(s) north of the "pigging" station on 1st Avenue NE in Issaquah, Washington ("Issaquah Pipeline") which is a part of water transmission facilities commonly known as the Bellevue-Issaquah Pipeline ("Pipeline"); and

WHEREAS, the District constructed a 24-inch extension of water transmission main approximately 1345 feet in length with related valves, fittings, thrust restraints, blow-offs and appurtenances located from the point of connection to the twelve (12) inch gate valve on the south side of a meter vault existing at the District's corrosion control facility and Well 9 located on Tax Lot No. 8843500120 to a point of connection to the Pipeline owned by Cascade located in the right-of-way of First Avenue N.E. and west of address 670 First Avenue N.E. in Issaquah, Washington ("District Pipeline"); and

WHEREAS, the District transferred ownership of the District Pipeline to Cascade in 2008, and collectively the District Pipeline and Issaquah Pipeline are known as Cascade's District Pipeline Segment; and

WHEREAS, Cascade provides water supply via the Pipeline to the District, the City of Bellevue, and the City of Issaquah, which are Members of Cascade; and

WHEREAS, Cascade and the District entered into an AGREEMENT FOR OPERATIONS AND MAINTENANCE, effective March 15, 2010 ("2010 Operations and Maintenance Agreement"), whereby the Parties agreed that the District would perform maintenance and operations of Cascade's District Pipeline Segment, subject to the terms and conditions stated therein; and

WHEREAS, pursuant to the 2010 Operations and Maintenance Agreement, the District has performed such maintenance, operations, repair, and emergency response services of the

District Pipeline Segment on behalf of Cascade, is willing to continue to perform such services, and further willing to accept the right of first offer to perform capital improvements; and

WHEREAS, the 2010 Operations and Maintenance Agreement addressed responsibility for operations and maintenance of the Pipeline but did not address responsibility for capital project delivery for expansion, renovation, replacement, or improvement of the Pipeline; and

WHEREAS, Cascade wishes to continue contracting with the District for the maintenance, operation, repair, emergency response, and capital improvement of the District Pipeline Segment; and

WHEREAS, Cascade and the District now wish to amend and restate the 2010 Operations and Maintenance Agreement to incorporate minor modifications to the original terms, to clarify roles, responsibilities and expectations between each Party regarding maintenance, operations, repair, emergency response, and to address future expansion, renovation, replacement, or improvement of the District Pipeline Segment requiring a capital project;

NOW, THEREFORE, the Parties hereby agree that the 2010 Operations and Maintenance Agreement is hereby amended and restated in its entirety by this Agreement, as follows:

1. DISTRICT PIPELINE SEGMENT

Every five (5) years Cascade and the District shall review the geographic scope of the District Pipeline Segment, and upon mutual agreement, the Parties may modify the District Pipeline Segment's geographic scope.

2. MAINTENANCE, OPERATIONS, REPAIR, EMERGENCY RESPONSE, AND CAPITAL IMPROVEMENTS

Cascade and the District shall develop a District Pipeline Segment memorandum of understanding ("Pipeline MOU") between the two Parties to determine how best to implement this Agreement to ensure adequate water supply and water quality. The Pipeline MOU:

- i. Shall include information on Cascade's and the District's respective responsibilities for maintenance, operation, repair, emergency response, and capital improvement on the District Pipeline Segment and cost reimbursement; and
- ii. May be modified as needed through each Party's designee as long as the Pipeline MOU complies with the terms of this Agreement.

3. CASCADE

- A. Cascade is responsible for the maintenance, operation, repair, emergency response, and capital improvement of the Pipeline facilities and is contracting out the maintenance, operation, repair, and emergency response work for the District Pipeline Segment to the District.
- B. Cascade is responsible for the expansion, renovation, replacement, and/or improvement of the Pipeline facilities that must be solicited by competitive bid processes under Washington law ("Capital Improvement Project") and will provide the District with the right of first offer for capital improvement projects on the District Pipeline Segment.
- C. This Agreement does not delegate Cascade's responsibility under the Cascade 2012 Agreement for the delivery of water supply and the water quality of such supply to any of its Members.

4. THE DISTRICT

- A. The District shall maintain, operate, repair, and respond to emergencies on the District Pipeline Segment, on behalf of Cascade, in accordance with the Pipeline MOU described in Section 4 of this Agreement.
- B. Pursuant to Section 3.B of this Agreement, the District shall have first right of offer to provide Capital Improvement Project services for expansion, renovation, replacement, and/or improvement of the District Pipeline Segment, should these services be needed by Cascade.
- C. The District may utilize contractors, consultants, vendors, and other third parties to maintain, operate, repair, respond to emergencies, and perform capital improvements on the District Pipeline Segment.
- D. The District agrees to coordinate and cooperate with Cascade on the maintenance, operation, repair and emergency response of Cascade's District Pipeline Segment to help Cascade ensure the delivery of water supply of quality and quantity in accordance with the Cascade 2012 Agreement.

5. COST REIMBURSEMENT

- A. Maintenance, Operation, Repair, and Emergency Response: Cascade shall reimburse the District for all time and materials and third party expenditures/billables (e.g. power bills) used to perform the required maintenance, operation, repair, and emergency response of the District Pipeline Segment in accordance with this Agreement. The District shall charge and Cascade shall pay for the services provided in accordance with the District's current labor bill out rates. The labor bill out rates are updated annually by the District and Cascade shall pay the current hourly charge per the current District labor bill out rates.
- B. The District shall provide Cascade with regular invoices for all costs associated with providing maintenance, operations, repair, and emergency response services. The

frequency of invoicing and the information required in the invoices for maintenance, operations, repair, and emergency response shall be established in the Pipeline MOU.

- C. Cascade shall pay invoices within 30 days of receipt. Invoices not timely paid shall bear interest at the rate of one (1) percent per month until the amount of such invoice, plus any interest thereon, shall be paid in full.

6. LIABILITY/HOLD HARMLESS

The Parties shall mutually indemnify, defend, and hold the other Party, its officers, agents and employees harmless from and against any and all claims, losses, or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of each Party, its officers, agents and employees, in the performance of this Agreement. As to claims against either Party, its officers, agents and employees, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of said Party. In the event of concurrent negligence, this obligation to mutually indemnify, defend and hold the other Party harmless is valid and enforceable only to the extent of the negligence of each Party, its officers, agents and employees.

7. DISPUTE RESOLUTION

Both Parties to this Agreement shall use every reasonable effort to resolve any issue arising under this Agreement or any dispute regarding the eligibility of costs for reimbursement by Cascade. In the event the Parties are not able to resolve a dispute arising under this Agreement, the issue shall be directed to the Chief Executive Officer ("CEO") of Cascade and the General Manager or other designee of the District for resolution. In the event that resolution is still not reached, the Parties shall hire an independent, trained, and mutually acceptable mediator to mediate the dispute. If the Parties cannot agree upon a mediator within ten (10) business days, either Party may petition a judge of the Superior Court of King County appoint such a mediator. The cost of the mediator will be shared equally by the Parties. In the event that resolution cannot be reached through mediation, the Parties make take the necessary steps to resolve the matter in the Superior Court of King County.

8. AUTHORITY

By signing this Agreement, each Party certifies that it has the authority to bind its respective governing bodies to all of the terms and conditions of this Agreement.

9. MODIFICATION

This Agreement may only be modified by written instrument signed by both Parties. Modifications to the Pipeline MOU or agreements for the District to provide Capital Improvement Project delivery services to Cascade on the District Pipeline Segment do not require modifying or amending this Agreement.

10. TERMINATION

This Agreement may be terminated by either Party upon giving the other party six (6) months prior written notice. The provisions of Section 6 of this Agreement shall survive termination of this Agreement.

11. PRIOR AGREEMENTS

As of the Effective Date, this Agreement shall supersede and replace the 2010 Operations and Maintenance Agreement.

12. EFFECTIVE DATE

This Agreement is effective upon the date of last signature below.

CASCADE:

CASCADE WATER ALLIANCE,
a Washington municipal corporation

By: _____
Name: Ray Hoffman
Its: Chief Executive Officer
Date: _____

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT:

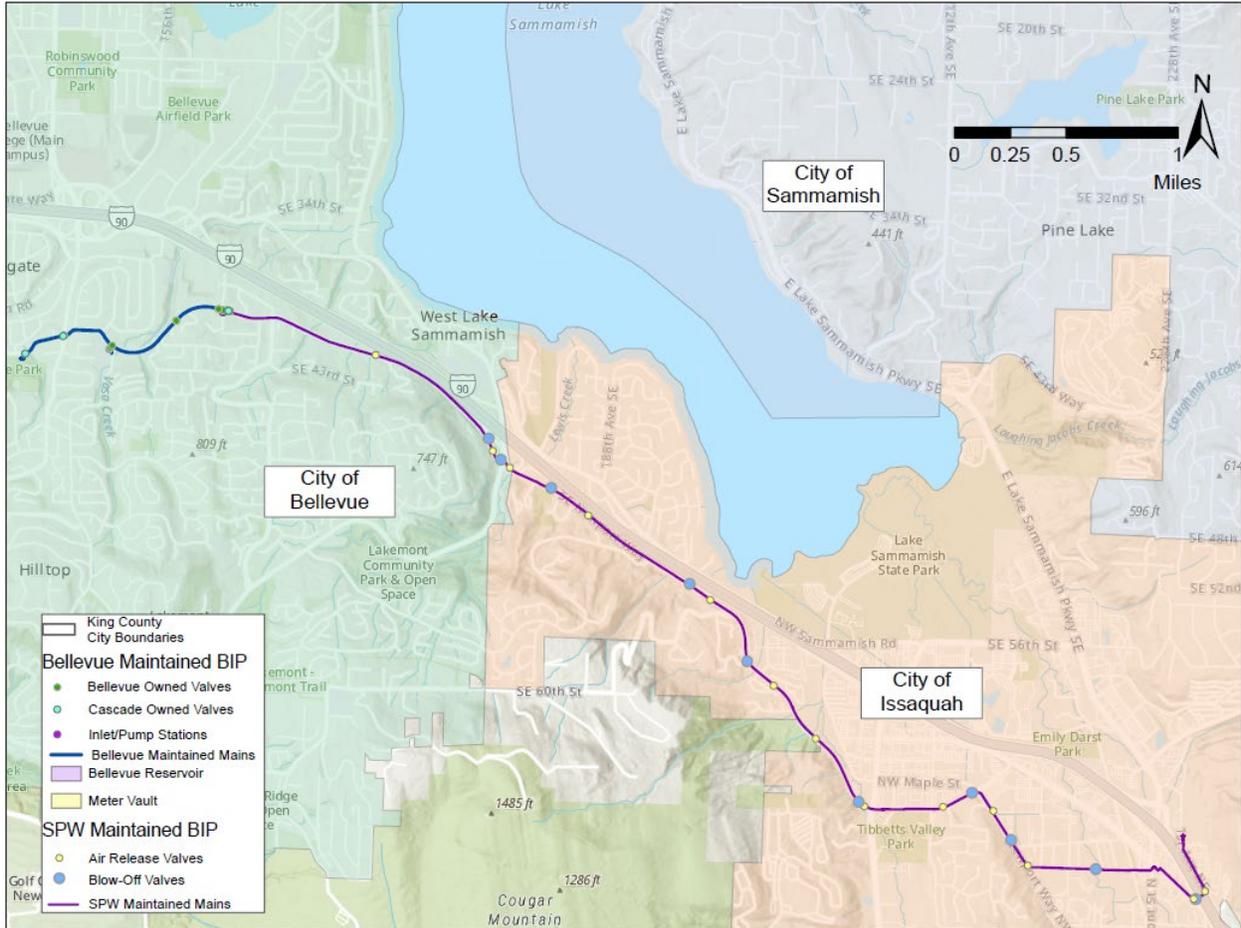
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT,
a Washington municipal corporation

By: _____
Name: John C. Krauss
Its: General Manager
Date: _____

EXHIBIT A

MAPS AND DIAGRAM OF BELLEVUE-ISSAQUAH PIPELINE

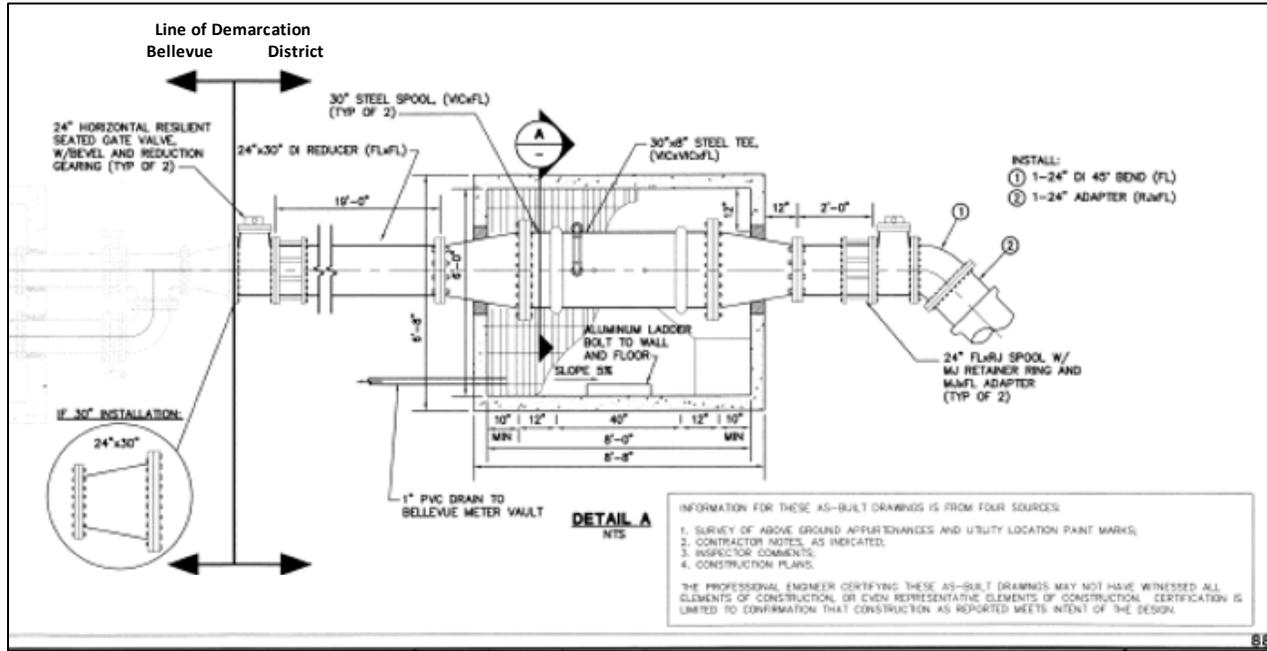
Map A. Bellevue-Issaquah Pipeline and Appurtenances



Map C. Bellevue-Issaquah Pipeline – Line of Demarcation Between Bellevue and Sammamish Plateau Water and Sewer District Responsibilities (Plan View)



Diagram 1. Bellevue-Issaquah Pipeline – Line of Demarcation Between Bellevue and Sammamish Plateau Water and Sewer District Responsibilities (Elevation View)



AGENDA MEMORANDUM

SUBJECT

Motion to adopt Resolution No. 2023-03 amending Cascade's Human Resources Policy and Procedures Manual regarding classifications of employees and availability of benefits.

BACKGROUND

Cascade's Human Resources Policy and Procedures Manual ("HR Manual") currently includes one classification – *temporary employee* – for an employee who is neither a *full-time regular* nor a *part-time regular employee*. The current definition of a *temporary employee* in Section III. Employment Status and Policies is as follows:

Employee who is employed for a limited and finite period of time, on an at-will basis. Temporary employees are employees who are neither regular full-time nor regular part-time employees. Temporary employees typically are hired to work intermittently or for a special project. Temporary employees are not entitled to benefits.

Cascade proposes to replace the single classification with the following two classifications:

1. **Temporary** – *Employee who is employed for up to six months, on an at-will basis. Temporary employees are employees who are not regular full-time, regular part-time, or term-limited employees. Temporary employees typically are hired to perform unplanned work, a special project, or other short-term work that does not continue from year to year, under the supervision of a regular employee. Temporary employees are not entitled to benefits except for sick leave.*
2. **Term-Limited** – *Employee who is employed between six months and two years, on an at-will basis. Term-limited employees are employees who are not regular full-time, regular part-time, or temporary employees. Term limited employees are typically hired to perform a special project lasting more than six months, such as a capital or grant project or other specific short-term, non-routine body of work under the supervision of a regular employee. Term-limited employees may be entitled to benefits.*

These two classifications clarify the duration associated with each classification and eligibility for employee benefits.

Cascade's proposed *term-limited employee* is similar to the City of Redmond's *limited duration employee*, which is defined as someone hired for a specific project that is anticipated to exceed six months but not exceeding two years¹.

By creating the two classifications, associated changes need to be made in the HR Manual, specifically in Section V. Employee Benefits and Section IV. Paid and Unpaid Leave. Cascade is also taking this opportunity to add, modify, and move language in both of these sections to

¹ City of Redmond *Personnel Manual*, Chapter 4.10.

further clarify employee benefits for all employees (regular, temporary, and term-limited) and to reorganize related portions of the Manual.

FISCAL IMPACT

Not applicable.

OPTIONS

1. Adopt Resolutions No. 2023-03 amending Cascade's Human Resources Policy and Procedures Manual regarding classifications of employees and availability of benefits.
2. Do not adopt Resolution No. 2023-03 and provide alternate direction to staff.

RECOMMENDED ACTION

Adopt Resolutions No. 2023-03 amending Cascade's Human Resources Policy and Procedures Manual regarding classifications of employees and availability of benefits.

ATTACHMENTS

1. Proposed Resolution No. 2023-03.
2. 7e1 Human Resources Policy and Procedures Manual.



CASCADE WATER ALLIANCE
RESOLUTION NO. 2023-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CASCADE WATER ALLIANCE, A WASHINGTON MUNICIPAL CORPORATION, AMENDING CASCADE’S HUMAN RESOURCES POLICY AND PROCEDURES MANUAL REGARDING CLASSIFICATION OF EMPLOYEES AND AVAILABLE BENEFITS, AND AMENDING CHAPTER 3.05 OF THE CASCADE WATER ALLIANCE CODE.

WHEREAS, the Cascade Water Alliance (“Cascade”) is a Washington municipal corporation formed under authority of the Joint Municipal Utilities Authority Act (Chapter 39.106 RCW) to provide water supply to its Members;

WHEREAS, the Board adopted the Cascade Human Resources Policies and Procedures Manual (“Manual”), codified as chapter 3.05 of the Cascade Water Alliance Code (“CWAC”) by Resolution No. 2008-19, and has since amended the Manual by Resolution No. 2009-01, Resolution No. 2010-23, amendment of December 18, 2013, Resolution No. 2016-01, Resolution 2017-12, Resolution 2018-08, Resolution 2018-22, Resolution 2019-08, Resolution 2020-05, Resolution 2021-07, Resolution 2022-14;

WHEREAS, CWAC 3.05.030 provides that amendments to the Manual shall be submitted to the Board for approval if the amendments may affect any procedural rights or benefits afforded to employees. Any amendments made by the CEO shall be in writing, shall be attached to or otherwise incorporated into the Manual;

WHEREAS, the Board has determined that the interests of Cascade are served by further amending the Manual to clarify the classifications of employees and availability of benefits and to reorganize related portions of the Manual;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CASCADE WATER ALLIANCE as follows:

Section 1. Amendment of Human Resources Policies and Procedures Manual. The Human Resources Policies and Procedures Manual is amended as follows:

- A. The subsection entitled “Employment Classifications” in the section entitled “III. Employment Status and Policies” is modified as shown in the attached *Human Resources Policy and Procedures Manual*. All other subsections in the section remain unchanged.
- B. The section entitled “IV. Compensation” is partially modified as shown in the attached *Human Resources Policy and Procedures Manual*.
- C. The section entitled “V. Employee Benefits” is modified in its entirety as shown in the attached *Human Resources Policy and Procedures Manual*.
- D. The section entitled “VI. Paid and Unpaid Leaves” is modified in its entirety as shown

in the attached *Human Resources Policy and Procedures Manual*.

- E. The section entitled "VII. Standards of Conduct" is partially modified as shown in the attached *Human Resources Policy and Procedures Manual*.

Section 2. Amendment of Chapter 3.05 CWAC and Resolutions No. 2008-19, 2009-01, 2010-23, 2016-01, 2017-12, 2018-08, 2018-22, 2019-08, 2020-05, 2021-07, and 2022-14.

Chapter 3.05 CWAC and Resolutions No. 2008-19, 2009-01, 2010-23, 2016-01, 2017-12, 2018-08, 2018-22, 2019-08, 2020-05, 2021-07, 2022-14 are amended to add CWAC 3.05.160 as follows:

CWAC 3.05.160. Amendment of Human Resources Policies and Procedures Manual – Modifications to Employment Status and Policies (III), Compensation (IV), Employee Benefits (V), and Paid and Unpaid Leave (VI), and Standard of Conduct (VII). The Board amends the Manual to clarify the terms for staff who are employed on a temporary basis.

Section 3. Effect. This Resolution shall be in full force and effect on the date of its adoption.

ADOPTED AND APPROVED by the Board of Directors of the Cascade Water Alliance at a meeting thereof, held the 25th day of January 2023.

CASCADE WATER ALLIANCE

Penny Sweet, Chair

Attest – Ray Hoffman, Chief Executive Officer

Angela Birney, Vice Chair

Allan Ekberg, Secretary/Treasurer

Members
Yes _____
No _____

Demand Share
Yes _____ %
No _____ %

Include in CWAC?
X Yes
No

AGENDA MEMORANDUM

SUBJECT

Motion to adopt Resolution No. 2023-04 amending Cascade's Human Resources Policy and Procedures Manual to add Juneteenth as an observed holiday.

BACKGROUND

Juneteenth was first recognized as a federal holiday in 2021 when President Joe Biden signed the Juneteenth National Independence Day Act into law, commemorating the emancipation of enslaved African Americans.

Cascade proposes to recognize this important historical event by adding Juneteenth as an observed holiday in its Human Resources Policy and Procedures Manual. Five of Cascade's members currently observe Juneteenth as a holiday.

FISCAL IMPACT

Not applicable.

OPTIONS

1. Adopt Resolutions No. 2023-04 amending Cascade's Human Resources Policy and Procedures Manual to add Juneteenth as an observed holiday.
2. Do not adopt Resolution No. 2023-04 and provide alternate direction to staff.

RECOMMENDED ACTION

Adopt Resolution No. 2023-04 amending Cascade's Human Resources Policy and Procedures Manual to add Juneteenth as an observed holiday.

ATTACHMENTS

1. Proposed Resolution No. 2023-04.
2. Human Resources Policy and Procedures Manual.



CASCADE WATER ALLIANCE
RESOLUTION NO. 2023-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CASCADE WATER ALLIANCE, A WASHINGTON MUNICIPAL CORPORATION, AMENDING CASCADE’S HUMAN RESOURCES POLICY AND PROCEDURES MANUAL TO ADD JUNETEENTH AS AN OBSERVED HOLIDAY, AND AMENDING CHAPTER 3.05 OF THE CASCADE WATER ALLIANCE CODE.

WHEREAS, the Cascade Water Alliance (“Cascade”) is a Washington municipal corporation formed under authority of the Joint Municipal Utilities Authority Act (Chapter 39.106 RCW) to provide water supply to its Members;

WHEREAS, the Board adopted the Cascade Human Resources Policies and Procedures Manual (“Manual”), codified as chapter 3.05 of the Cascade Water Alliance Code (“CWAC”) by Resolution No. 2008-19, and has since amended the Manual by Resolution No. 2009-01, Resolution No. 2010-23, amendment of December 18, 2013, Resolution No. 2016-01, Resolution 2017-12, Resolution 2018-08, Resolution 2018-22, Resolution 2019-08, Resolution 2020-05, Resolution 2021-07, Resolution 2022-14, and Resolution 2023-04;

WHEREAS, CWAC 3.05.030 provides that amendments to the Manual shall be submitted to the Board for approval if the amendments may affect any procedural rights or benefits afforded to employees. Any amendments made by the CEO shall be in writing, shall be attached to or otherwise incorporated into the Manual;

WHEREAS, the Board has determined that the interests of Cascade are served by further amending the Manual to address provision of observing Juneteenth as a holiday;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CASCADE WATER ALLIANCE as follows:

Section 1. Amendment of Human Resources Policies and Procedures Manual. The Human Resources Policies and Procedures Manual is amended as follows:

The paragraph entitled “Holidays” under the section entitled “VI. Paid and Unpaid Leaves” is amended as shown in the attached *Human Resources Policy and Procedures Manual* to add Juneteenth as an observed holiday.

Section 2. Amendment of Chapter 3.05 CWAC and Resolutions No. 2008-19, 2009-01, 2010-23, 2016-01, 2017-12, 2018-08, 2018-22, 2019-08, 2020-05, 2021-07, and 2022-14. Chapter 3.05 CWAC and Resolutions No. 2008-19, 2009-01, 2010-23, 2016-01, 2017-12, 2018-08, 2018-22, 2019-08, 2020-05, 2021-07, 2022-14, and 2023-04 are amended to add CWAC 3.05.150 as follows:

CWAC 3.05.150. Amendment of Human Resources Policies and Procedures Manual – Modification to Paid and Unpaid Leaves. The Board amends the Manual to add

Juneteenth as an observed holiday.

Section 3. Effect. This Resolution shall be in full force and effect on the date of its adoption.

ADOPTED AND APPROVED by the Board of Directors of the Cascade Water Alliance at a meeting thereof, held the 25th day of January 2023.

CASCADE WATER ALLIANCE

Penny Sweet, Chair

Attest – Ray Hoffman, Chief Executive Officer

Angela Birney, Vice Chair

Allan Ekberg, Secretary/Treasurer

Members

Yes _____

No _____

Demand Share

Yes _____%

No _____%

Include in CWAC?

X Yes

No



Human Resources Policies and Procedures Manual

[Established pursuant to Board Resolution Number 2008-19, December 17, 2008; updated by Board Resolution Number 2009-01, February 25, 2009; amended December 18, 2013, and February 3, 2016; updated by Board Resolution Number 2018-08, April 25, 2018, November 28, 2018, and Board Resolution Number 2019-08 July 24, 2019, and Board Resolution Number 2020-05, March 25, 2020, and Board Resolution Number 2021-07 September 22, 2021, and updated by Board Resolution Number 2022-14 July 27, 2022; and updated by Board Resolutions Number 2023-__ and Number 2023-__ January 25, 2023]

Effective: December 17, 2008

520 112th Ave NE – Suite 400 – Bellevue, WA 98004
Phone: (425) 453-0930
Fax: (425) 453-0953
Website: www.cascadewater.org

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I. Introduction

About Our Policies

This handbook establishes Cascade's personnel policies and procedures. It applies to all employees, both management and non-management, regardless of when hired. We hope you find it useful. Please read it carefully, and keep it handy for future reference.

As we are sure you understand, we must be able to respond flexibly to changing circumstances as they arise. It is not possible to anticipate all of the issues that may arise in the day-to-day operation of a successful organization, and prescribe in detail how they will be addressed in an employee manual. Because of this, our policies are guidelines for management, not promises of specific treatment in specific situations. Our policies and practices, including the compensation and benefits we provide, are subject to changes and exceptions without prior notice, at our discretion. All decisions regarding the application or interpretation of our policies and practices are also in our discretion. This applies to all of our policies and practices, whether formal or informal, and whether or not contained in this handbook. The Chief Executive Officer, with the written concurrence of the Board Chair, may modify policies, compensation, or benefits as necessary to achieve the mission and goals of the organization.

This handbook supersedes all previous policies, agreements and representations, oral or written, on the subjects covered.

II. Mission and Human Resources Guiding Principles

Mission Statement

The mission of Cascade is to: provide water supply to meet current and future regional needs; develop and manage new water supply assets; purchase wholesale water from Seattle; provide regional conservation; and foster regional water planning.

Inherent in the purposes and mission of Cascade is the obligation to provide for the water supply needs of its Members in the most cost-effective and environmentally-sensitive manner possible. One of Cascade's primary goals is to be a leader in the efficient and cost-effective use of water resources and compliance with environmental requirements.

Human Resources Guiding Principles

- Recruit, attract and retain an outstanding workforce to meet Cascade's mission in an efficient and cost-effective manner.
- Promote employee productivity and high performance; address performance issues in a timely manner.
- Foster employee satisfaction, professional growth and development.

III. Employment Status and Policies

Employment At Will

We hope you will have a productive and rewarding employment relationship with us. Nonetheless, employment terminations may occur, and you should understand that your employment with us is at will. This means that just as you are free to resign at any time, we reserve the right to discharge you at any time, with or without cause or advance notice, and without compensation except for time actually worked. You

should understand that at-will employment is not a policy that is peculiar to our organization. It is the law in the State of Washington as well as most other states across the country.

Nothing in this handbook or that is said or written any place else should be construed as a promise of permanent employment, of employment for any particular length of time, of discharge only for cause, or of a right to any particular corrective action or discharge procedures.

Equal Opportunity

Cascade is an equal opportunity employer. Cascade does not discriminate in employment decisions or policies in violation of law based on any legally protected status, including race, color, national origin, religion, sex, sexual orientation, age, marital status, veteran status, disability, creed or any other legally protected status. This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, termination, reduction in force, transfer, leaves of absence, compensation and training. We comply with all applicable federal, state and local laws that prohibit discrimination in employment.

Employees with Disabilities

We fully comply with our duty to provide reasonable accommodations to allow people with disabilities to apply for and perform their jobs. If you have a disability that affects your job performance you must let The Chief Executive Officer know, preferably in writing, as soon as possible. The Chief Executive Officer will then discuss with you the reasonable accommodations we may be able to provide to enable you to perform the essential functions of your job. If you become unable to perform one or more the essential functions of your job, even with a reasonable accommodation, the Chief Executive Officer will assist you in identifying and applying for other jobs at Cascade that may become available and for which you may be qualified. In the event that no such jobs exist at Cascade, your employment may be terminated.

Harassment, Including Sexual Harassment

It is our intent to provide a work environment free from all verbal, physical and visual forms of unlawful harassment. All employees are expected to be sensitive to, and respectful of, their co-workers and others with whom they come into contact while representing Cascade. We prohibit all forms of unlawful harassment, whether due to sex, sexual orientation, race, color, religion, national origin, age, disability, political ideology or any other reason prohibited by law.

Examples of the conduct we prohibit include:

- Epithets, slurs, negative stereotyping or threatening, intimidating or hostile acts that relate to sex, sexual orientation, race, color, religion, national origin, age, disability or political ideology.
- Written or graphic material displayed or circulated in our workplace that denigrates or shows hostility or aversion toward an individual or group because of sex, sexual orientation, race, color, religion, national origin, age, disability or political ideology.
- Vulgar or sexual comments, jokes, stories and innuendo.
- Gossip or questions about someone's sexual conduct or orientation.

- Vulgarity, leering, inappropriate touching and obscene or suggestive gestures.
- Display in the workplace of sexually suggestive photographs, cartoons, graffiti and the like.
- Unwelcome and repeated flirtations, requests for dates and the like.
- Solicitation or coercion of sexual activity, dates or the like by the implied or express promise of rewards or preferential treatment or the implied or express threat of punishment.
- Intimidating, hostile, derogatory, contemptuous or otherwise offensive remarks that are directed at a person because of that person's sex, whether or not the remarks themselves are sexual in nature, where the remarks cause discomfort or humiliation and interfere with the performance of the employee's duties
- Retaliation against an employee for refusing sexual or social overtures, for complaining in good faith about sexual harassment, or for cooperating in good faith with the investigation of a complaint.

Unlawful harassment, particularly sexual harassment, can be difficult to define. Misconceptions abound. For this reason, we strongly urge you to use our harassment reporting policy without worrying about whether the conduct involved would be considered harassment in a legal sense. If you consider the conduct to be harassment, report it.

Because of the potential for miscommunication, misunderstandings and conflicts of interest, we do not permit supervisors to date those they supervise. This policy applies to all employees who have the authority or practical power to supervise, appoint, remove, or discipline another employee or who are responsible for auditing the work of another employee.

Reporting Harassment, Discrimination or Retaliation

If at any time you believe you are being subjected to harassment, discrimination or retaliation, if you become aware of such conduct being directed at someone else, or if you believe another employee has received more favorable treatment because of discrimination, you must promptly notify Cascade's Chief Executive Officer and/or any member of Cascade's Board of Directors. This applies to harassment, discrimination or retaliation caused by anyone who an employee comes into contact with as part of the employee's job: supervisors, co-workers, Member staff, consultants, or others. All reported incidents will be investigated under the following guidelines:

- All complaints will be kept confidential to the fullest extent possible, and will be disclosed only to management and as necessary to allow us to investigate and respond to the complaint. No one will be involved in the investigation or response except those with a need to know.
- Anyone who is found to have violated our anti-harassment policy is subject to corrective action up to and including immediate discharge. Corrective action will depend on the gravity of the offense. We will take whatever action we deem necessary to prevent an offense from being repeated.

- We will not permit retaliation against anyone who in good faith makes a complaint or cooperates in an investigation.

Our reporting procedure is mandatory. This means that we require you to report all incidents of harassment, discrimination, retaliation or other inappropriate behavior as soon as possible. Reporting such behavior is mandatory, not discretionary. We want to provide you with a pleasant and productive working environment, but we cannot do so if these issues are not brought to our attention.

Employee Eligibility

Within three business days of hire or rehire, all new employees are required to present us with documentation sufficient to establish their identity and eligibility to work in the United States, and to sign INS Form I-9. A Social Security card and driver's license will be adequate in most cases.

We have no maximum age limitation for employment.

Employment of Relatives, Domestic Partners and Significant Others

We generally do not permit the employment of relatives, domestic partners or significant others of current employees. For purposes of this policy, "relatives" are spouses, children, parents, siblings, grandparents, grandchildren, aunts, uncles, first cousins, and corresponding in-laws and "step" relations. However, a spouse of an employee will not be denied employment due to his or her marital status, unless the employment would place one or both of the spouses in a situation of actual or reasonably foreseeable conflict between their interests and ours, such as if one spouse would have the authority or practical power to supervise, appoint, remove, or discipline the other, or if one spouse would be responsible for auditing the work of the other.

This policy applies to employees who marry, become domestic partners, or begin to date while employed by us. As a general rule, no employee will be discharged due to a conflict of interest because he or she has married, begun to date, or become the domestic living partner of another employee, unless the conflict cannot be resolved by placement in the organization for one or both employees.

We prohibit the employment of relatives, domestic partners and significant others of policy-level officers of Members, consultants, regulatory agencies and others with whom we deal where necessary in order to avoid the reality or appearance of improper influence or favor, or to protect our confidential information.

Job Descriptions

The Chief Executive Officer is responsible for maintaining and periodically updating job descriptions for all positions. We reserve the right to modify the job description for any position or employee at any time, at our discretion.

Employment Classifications

The Board shall establish all regular positions. The Chief Executive Officer is authorized to establish temporary and part-time [term-limited](#) positions as needed, subject to budget availability. All persons who work for Cascade are classified as regular full-time employees, regular part-time employees, temporary employees, [term-limited employees](#), or independent contractors. These classifications, which are defined below, are important because, among other things, they affect benefit eligibility. Generally, only regular [and term-limited](#) full-time employees [who work at least twenty \(20\) hours per week](#) are entitled to the benefits set forth in this handbook

Creates a new classification entitled "term-limited" and clarifies who is generally eligible for benefits.

manual. No person may be hired or retained by Cascade without the express written approval of the Chief Executive Officer.

Employment classifications are as follows:

Regular – Employee who is employed full-time or part-time for an indefinite period, on an at-will basis.

Temporary – Employee who is employed for up to six (6) months a limited and finite period of time, on an at-will basis. Temporary employees are employees who are ~~neither~~ not regular full-time, ~~nor~~ regular part-time, or term-limited employees. Temporary employees typically are hired to perform unplanned work, intermittently or for a special project, or other short-term work that does not continue from year to year, under the supervision of a regular employee. Temporary employees are not entitled to benefits, except for sick leave. ~~Despite the fact that they often work a definite period of time, temporary employees, like all employees, are employed on an at-will basis, which is confirmed in writing with them at the time of hire. In the event that a temporary employee becomes a regular full-time or part-time employee~~ or term-limited employee without a prolonged break in employment, the Chief Executive Officer may, at his or her their discretion, retain his or her their original hire date for purposes of benefit accrual.

Clarifies "temporary employee" classification and benefits eligibility; eliminates duplicative language.

Term-Limited – Employee who is employed between six months and two years, on an at-will basis. Term-limited employees are employees who are not regular full-time, regular part-time, or temporary employees. Term limited employees are typically hired to perform a special project lasting more than six months, such as a capital or grant project or other specific short-term, non-routine body of work under the supervision of a regular employee. Term-limited employees may be entitled to benefits. In the event that a term-limited employee becomes a regular employee without a prolonged break in employment, the Chief Executive Officer may, at their discretion, retain their original hire date for purposes of benefit accrual.

Creates the "term-limited" classification and defines benefits eligibility.

Full-time – Employee who is regularly required or expected to work at least 40 hours per week.

Part-time – Employee who is regularly required or expected to work less than 40 hours per week.

Exempt – Employees whose duties and salary meet specific tests established by the Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act (WMWA) and, therefore, are not paid overtime compensation.

Non-exempt – Employees whose positions do not meet FLSA and/or WMWA exemption tests and, therefore, are paid one and one-half times their regular rate of pay for hours worked in excess of forty (40) in a single work week.

Independent contractors - Independent contractors are people who are retained on a contractual basis, typically to render specific services for a limited amount of time, or on a specific project or projects expected to extend for a limited period. Generally, these are individuals who typically possess an independent business license and who take responsibility for paying their own taxes, or are hired through a temporary agency. An independent

[contractor does not perform services under the supervision of a Cascade employee.](#) Other criteria may be involved as well.

Hiring and Promotion

The Chief Executive Officer hires or promotes all employees at the Chief Executive Officer's discretion. While the Chief Executive Officer may delegate the responsibility for the screening of candidates, the final decision regarding the selection of a candidate for hiring or promotion shall always remain with the Chief Executive Officer.

Selected candidates will be offered employment or promotion in writing and must respond in writing to confirm their acceptance of the offer. Specific conditions under which a candidate is hired or promoted will be defined by the Chief Executive Officer at the time of hire. Terms in an individual's offer letter may differ from the information in this Human Resources Policy and Procedures Manual as deemed necessary by the Chief Executive Officer. In such cases, the offer letter takes precedence.

Initial Evaluation Period

All persons hired or promoted to higher classifications shall serve a probation period of six months. A performance evaluation will generally be completed around the end of the first six months of employment. The Chief Executive Officer or designee will perform such performance evaluations. Employee participation in, and cooperation with, the evaluation process is mandatory. Evaluation standards generally will be those used in the annual performance evaluation described in the "Performance Evaluation" section of this handbook. Under certain circumstances, the Chief Executive Officer may, in the Chief Executive Officer's discretion, extend the initial evaluation period of an employee. The Chief Executive Officer will inform employees in writing when, in his or her judgment, they have successfully completed the initial evaluation period. Successful completion of the initial evaluation period does not guarantee later employment or limit the Chief Executive Officer's discretion with respect to corrective action or employment termination. Nor are employees guaranteed employment for the entire initial evaluation period. At all times, all employees are employed on an at-will basis.

Performance Evaluation

Our performance evaluation process is designed to provide a dialogue between the supervisor and employee on whether and why job requirements and goals, are or not, being met. Performance evaluations typically are conducted: (a) at or before the end of the first six months (180 days) of employment; and (b) annually thereafter on or near the beginning of the calendar year. Additional evaluations, which may be formal or informal, may be requested by the employee or required by the supervisor, for instance if a performance problem exists. In general, only the initial evaluation and regular annual evaluations are considered for potential merit pay increases. An unsatisfactory review indicates employment may not continue unless performance improves. Depending upon the circumstances, an unsatisfactory review may result in immediate discharge, at our discretion.

Participation by the employee being reviewed is essential. The appraisal should be discussed with and signed by the individual being evaluated. The employee's signature acknowledges having discussed and received the evaluation, not agreement with it. The written performance evaluation becomes a part of the employee's personnel file.

Personnel Records

Important events in each employee's history with us should be recorded and kept in the employee's personnel file. As a general rule, it is our policy to maintain such records as employment applications, resumes, offer letters, records of changes of status, performance reviews, corrective action notices, dates of employment and rates of pay. The maintenance and release of information in personnel files is the responsibility of the Chief Executive Officer.

Each employee must provide the following information: name, address, telephone number, social security number, INS Form I-9 (proof of right to work in the United States), insurance beneficiaries, marital status and dependents affecting insurance coverage and a person to notify in case of emergency. It is the responsibility of all employees, including those on leave of absence, to provide written notice to both their supervisor and the Chief Executive Officer if any of this information changes.

All personnel files and information are the property of Cascade. We reserve the right to use and disclose this information as we decide is appropriate. In general, however, it is our policy to release personnel files and the information contained in them only to our management and human resources staff; insurance carriers, accountants and attorneys who have a legitimate business reason to know the information involved; federal and state authorities as required by law; pursuant to subpoena or other judicially enforceable request; and/or pursuant to the employee's written authorization.

Employees may review their own personnel files in the presence of the Chief Executive Officer or his or designee at reasonable times upon request by the employee. Information obtained from former employers and personal references are maintained separate from the employee's personnel file and is not made available to the employee. Medical information is maintained in separate files, which are clearly marked "Confidential." Access to such medical information is restricted greatly, in accordance with applicable law.

Resignations

To resign in good standing, an employee must advise the Chief Executive Officer of the resignation in writing at least two weeks prior to the effective date of the resignation.

Final Paycheck

Employees will be paid through the final day of employment. Upon termination of employment, they will also be paid for any accrued, unused Annual Leave up to an amount equivalent to the prior twenty-four months accrual at the rate in effect at the time of termination.

Outside Professional Work

Definition: "Outside Professional Work" for the purpose of this policy includes activity (1) for organizations or individuals other than Cascade, (2) in the areas of professional competence for which the employee is employed by Cascade, (3) which is conducted for personal monetary gain.

All other outside business activities, for example, those which are not engaged in for personal monetary gain or which are not related to the areas of professional competence for which the staff member is employed by Cascade, are not governed by this policy but are governed by the State Code of Ethics for Municipal Officers, RCW 42.23.

Policy: Cascade recognizes that its staff members, serving as consultants by engaging in Outside Professional Work, can be valuable resources to government, industry, public, and private organizations. Accordingly, employees may engage in Outside Professional Work, provided that the Outside Professional Work does not create a conflict of interest with an employee's duty to Cascade, and provided that the employee complies with the approval and reporting requirements detailed below.

No Conflict Of Interest With Cascade Employment: Outside Professional Work creates a conflict of interest with an employee's duty to Cascade when an employee engages in activities that compromise the employee's ability to represent Cascade's best interests. Outside Professional Work may not:

- Adversely affect job performance at Cascade, or an employee's ability to fulfill all job responsibilities at Cascade
- Interfere with an employee's ability to work his or her normal schedule at Cascade, or prevent the employee from being available for work beyond normal working hours, such as during emergencies or peak-work periods, and when such availability is a regular part of the employee's job.
- Involve the use of Cascade information, property, facilities, or systems, such as phones, tools, equipment, etc.
- Involve a matter that is within the employee's official Cascade duties or under the employee's supervision.
- Involve transactions with Cascade in which the employee has participated, or which is or has been under his or her official responsibility.
- Involve work for organizations or persons for whom the law prohibits receipt of gifts.
- Involve work under a grant or contract created by the Cascade employee.
- Require the use or disclosure of confidential Cascade information.
- Impair objectivity or independent judgment, or create an impression of conduct that violates the public trust.
- Involve activities in conflict with RCW 42.23 or other Cascade policies, including the *Human Resources Policies and Procedures Manual*.

Approval: An employee wishing to engage in Outside Professional Work must provide the Chief Executive Officer (or, in the event the employee is the Chief Executive Officer, the Chair of the Cascade Board) with a written request for approval prior to beginning the Outside Professional Work. The notice should include:

- the dates of employment;
- the potential employer or, if self-employment, the name of the business;
- the type of work to be performed;

- any potential problems the Outside Professional Work may cause with Cascade employment; and
- any actual or perceived competition or conflicts of interest with Cascade employment.

Cascade shall have sole discretion to determine whether the request should be approved.

Cascade will provide any approval in writing. Cascade may also require a written agreement with the employee which outlines the type of work that has been approved, discusses any perceived conflict of interest as well as how it may be eliminated, and addresses any other conditions of approval. Cascade may revoke approval for Outside Professional Work at any time.

Reporting: If an employee accepts outside employment, Cascade may request information about the employment at any time.

Other Restrictions: Employees may not perform any outside employment during the hours they are on duty working for Cascade.

IV. Compensation

The Chief Executive Officer, with the written concurrence of the Board Chair, has the authority to adjust the compensation provisions described below when he or she deems it necessary in order to carry out sound personnel management and to accomplish objectives within Cascade's defined commitments.

Salary

Employee salaries are governed by the annual Budget approved by the Board. The Chief Executive Officer shall develop a Salary Schedule for the Board's approval. Within the overall Salary Schedule, each job will have a salary grade scale with a minimum salary and a maximum salary.

The Salary Schedule will be reviewed annually during Cascade's budget process. For planning purposes during staff preparation of the annual budget, annual cost of living adjustments and other salary and wage adjustments for competitiveness, market alignment, etc., will be addressed pursuant to CWAC 5.05.080(A).

Merit Pay Increases

Employees may be considered for merit pay increases on or after their performance evaluation date. Pay shall not exceed the range established for the employee's position.

Merit pay increases determined by the Chief Executive Officer and are not automatic. Such increases are based on an employee's performance as documented by the Chief Executive Officer or designee, with a completed written performance evaluation which has been discussed with the employee.

As shown in the table below, an employee receiving a rating of 5 will be eligible for a full merit increase; a lesser rating will result in eligibility for a lower percentage of merit increase. A rating of less than 3 will result in no merit increase eligibility, and must result in a performance improvement plan or other appropriate performance management action. The level of rating increase the employee is eligible to receive shall serve as the maximum of the potential merit increase the employee may

receive; however such merit increase shall be determined by the Chief Executive Officer or designee and may include vacation days in lieu of additional pay.

Performance Rating	Maximum Merit Increase
5	5%
4	4%
3	3%
2	0%
1	0%
0	0%

Performance Rating Standards

- 5 Performance consistently meets or exceeds all relevant performance standards and expectations. Is performing at a level consistent with experience. If at or above mid-point of range, is a fully independent contributor.
- 4 Performance occasionally fails to meet relevant performance standards and expectations or requires development in one area. Specific examples are stated and further development in that area is addressed.
- 3 Performance occasionally fails to meet relevant performance standards and expectations or requires development in more than one area. Requires examples of performance issues or development areas and a specific development plan.
- 2 Performance consistently fails to meet relevant performance standards and expectations and employee has not demonstrated the skills, knowledge, and ability to perform in several key areas. Requires specific examples and a performance improvement plan. Job may be at risk.
- 0 or 1 Performance consistently fails to meet relevant performance standards and expectations and employee has not demonstrated the skills, knowledge, and ability to perform this job. Requires a performance improvement plan and job is at risk.

Time Sheets

The Chief Executive Officer shall implement the use of a time sheet for employees to record hours worked and allocate time to specific Cascade projects. Employees are expected to maintain accurate time records; the falsification of time records is grounds for disciplinary action, up to and including termination. Employees are responsible for preparing their own time sheets.

Overtime and Compensatory Time

Employees who are non-exempt under the FLSA and the WMWA who work overtime will be compensated with pay or compensatory time, at the employee's option and in accordance with applicable law, at the rate of 1.5 times the normal hourly rate for any hours worked in excess of 40 in a single work week. All overtime work by non-exempt employees must be authorized in advance by the Chief Executive Officer or his or her designee.

All employees must use compensatory time within one year of the date earned; non-exempt employees who do not use compensatory time within the one-year period will be paid the equivalent thereof in cash. At termination of employment, non-exempt employees are entitled to payment for accrued, unused compensatory time. Compensatory time will be cashed out based on the employee's pay rate at the time it was earned.

Pay Period / Dates

Employees will be paid on the last day of each month for the pay period starting on the 26th of the prior month to the 25th of the month in which payment is made. If the last day of the month falls on a weekend or holiday, employees will be paid on the preceding regular work day. Although Cascade tries to be accurate in its payroll records, occasionally an employee may be paid more or less than he or she should. If a paycheck is less than it should be, Cascade typically will correct it in the following pay period, or earlier if the shortage is significant. If a paycheck is more than it should be, Cascade typically will make a corresponding deduction from the employee's next paycheck, or arrange for reimbursement over several paychecks.

Payroll Deductions

Cascade will deduct from paychecks all deductions required by federal, state and local law, including withholding taxes and Social Security deductions. Cascade may also make optional deductions authorized by the employee, including pension and medical contributions.

Worker's Compensation

Cascade provides worker's compensation insurance to all employees as prescribed by Washington State law. When a work-related injury occurs, the injury must be reported immediately to the Chief Executive Officer or designee, appropriate medical attention must be sought, and the worker's compensation claim form must be filled out as soon as possible.

Moved from Employee Benefits section.

V. Employee Benefits

Principles

Cascade provides employees with benefits consistent with the judicious expenditure of funds entrusted to Cascade. These benefits currently include health, dental, vision, life and disability insurance, Social Security replacement contribution, Medicare, retirement/pension plan, mass transit and leave. These employee benefits are intended primarily for regular, ~~full-time~~ and term-limited employees who work at least twenty (20) hours per week. ~~Part-time~~ Regular part-time and term-limited employees who work less than twenty (20) hours per week and temporary employees will be provided with are not eligible for such benefits except for sick leave as agreed in writing as determined by the Chief Executive Officer at the time of hire.

Clarifies which employees are eligible for benefits.

This Human Resources Policies and Procedures Manual generally describes our current benefits package. We do not promise that any particular kind or level of

benefits will continue in the future. We reserve the right to terminate or modify the benefits we provide at any time, at our discretion, with or without advance notice. Any changes in benefits, however, will not affect rights that have vested under the terms of any written benefit plan, as determined under the federal employee benefits law (ERISA).

Summary descriptions of our employee benefit plans are available upon request. The exact terms and conditions of our benefit plans are governed by the plan documents themselves. The plan documents control any inconsistent statements or descriptions, written or oral.

Social Security (FICA) and Medicare

Cascade contributes to Medicare [for all employees](#), in accordance with applicable contribution requirements as established by the Social Security Administration. As a replacement of the contribution to Social Security, [regular and term-limited employees who work at least twenty \(20\) hours per week](#) contribute 6.2% of their annual salary to Cascade's retirement plan, and Cascade contributes 6.2% up to the limit established by the Internal Revenue Service. [Regular and term-limited employees who work less than twenty \(20\) hours per week and temporary employees contribute to Social Security in accordance with applicable contribution requirements established by the Social Security Administration.](#)

Modifications on this page clarify employee benefits.

Employee Benefits Plans

Medical, dental, vision, life, and disability insurance and other benefit options may be available to Cascade employees. Details on the benefits package are available from the Chief Executive Officer. Coverage is available for employees and their spouses, domestic partners, and dependents, as defined more fully in those plans. The cost sharing between Cascade and the employee is set by the Board. When employees participate in these benefit plans, their share of any premiums, if any, will be deducted from their paycheck.

To the extent that any employee benefit plans may cover spouses of employees, the same plan coverage shall be extended to domestic partners of employees as well. Unless otherwise defined by applicable law and/or governing plan documents, an employee shall be considered to be in a "domestic partnership" when: (1) the employee and domestic partner share a common residence, as defined by state law; (2) both the employee and the employee's domestic partner are over the age of 18; (3) neither the employee nor the employee's domestic partner are married to any other person; (4) the employee and domestic partner are not related by blood to one another in a manner that would bar their marriage in Washington State; (5) the employee and domestic partner have a relationship of mutual support, caring and commitment; and (6) the employee does not have any other domestic partner. Cascade shall further recognize any domestic partnership that has been registered with the Secretary of State pursuant to Chapter 26.60 RCW. Employees who obtain benefit coverage for their domestic partners are obligated to immediately notify Cascade in the event that the domestic partnership ends.

Medical/Dental/Vision Insurance

Medical, dental, and vision insurance coverage will be effective on the first day of the month following the first date of employment [regular and term-limited employees who work at least twenty \(20\) hours per week](#). Under certain circumstances as defined in the governing plan documents and/or applicable law, employees whose employment with Cascade has ended may be provided the opportunity for continuation coverage under our medical insurance plan for a period of time, but the employee will be responsible for paying the full cost of the premiums.

Life/Disability/AD&D

The details of the Life/Disability/AD&D benefits are provided under separate cover [and are available for regular and term-limited employees who work at least twenty \(20\) hours per week.](#)

Modifications to Life/Disability/AD&D and Retirement Plan clarify employee benefits.

Retirement Plan

Cascade has established a 401(a) Money Purchase Retirement Plan for the benefit of its employees. All regular [and term-limited](#), full-time employees [who work at least twenty \(20\) hours per week](#) must participate in the program. Participation in the program by part-time employees will be determined by the Chief Executive Officer. Cascade will contribute an amount equal to 7% of each employee's annual salary to the 401(a) Money Purchase Retirement Plan. Employees must contribute an amount equal to 4% of annual salary to the plan. Contributions will automatically be deducted (pre-tax) from each paycheck. Employees shall immediately be vested with regard to Cascade contributions. This is in addition to the Social Security replacement contribution.

Deferred Compensation Plan

Cascade has established a 457 Deferred Compensation Plan. Employees [All regular and term-limited employees](#) may elect to defer any amount of taxable income (up to the maximum allowed by law). [As of 2011, Cascade no longer matches any employee voluntary contributions.](#) Cascade has had a program of matching the employee voluntary contribution. However, for employees on the payroll as of the effective date of this Handbook, Cascade's matching program shall be amended as follows and Cascade's matching of participating employees' 457 Plan contributions shall be in accordance with the following schedule:

Clarifies which employees can contribute to Deferred Comp and removes extraneous information..

- ~~In calendar year 2008 Cascade will continue to match up to 100% of the employee voluntary contribution.~~
- ~~In calendar year 2009 Cascade will match up to 67% of the employee voluntary contribution.~~
- ~~In calendar year 2010 Cascade will match up to 33% of the employee voluntary contribution.~~
- ~~Beginning in 2011 Cascade will no longer match any employee voluntary contribution.~~

~~Cascade shall not match any employee voluntary contributions made by employees hired by Cascade after the effective date of this Handbook.~~

Worker's Compensation

~~Cascade provides worker's compensation insurance to all employees as prescribed by Washington State law. When a work-related injury occurs, the injury must be reported immediately to the Chief Executive Officer or designee, appropriate medical attention must be sought, and the worker's compensation claim form must be filled out as soon as possible.~~

Moved Worker's Comp to Compensation section.

Ergonomic Work Stations

~~Cascade is committed to a healthy workplace and as such ergonomic keyboards and standing desks are provided to employees upon request from the employee and approval of the Chief Executive Officer.~~

Moved Workstations to Standards of Conduct section.

Wellness Program Participation

The CEO will provide staff time to the members of the Wellness Committee to conduct its activities.

The CEO will allow employees to have release time for wellness activities and programs as the normal work demands are appropriately met.

Moved Wellness to Standards of Conduct section.

Transit Benefit

Cascade recognizes the health, environmental, and societal benefits of encouraging employees to use alternatives to driving to work. As such, Cascade will reimburse employees for ORCA card expenses for travel to and from Cascade by bus, train, light rail, or ferry.

Summary of Employee Benefits

The following table summarizes employee benefits based on classification and is provided as a reference guide. In the event of a conflict between the table and the text in Section V. Employee Benefits, the text will prevail.

Provides an at-a-glance summary for employees

Employee Benefits	Regular and term-limited employees who work ≥ 20 hours per week	Regular and term-limited employees who work < 20 hours per week	Temporary employees
Social Security replacement retirement plan contribution	X		
Social Security contribution		X	X
Medicare	X	X	X
Medical/Dental/Vision	X		
Life/Disability/AD&D	X		
Retirement Plan	X	X	
Deferred Compensation Plan	X	X	
Transit Benefit	X	X	X

VI. Paid and Unpaid Leaves

Jury Duty / Court Leave

Cascade regular and term-limited employees who work at least twenty (20) hours per week will be allowed paid leave to serve on the jury of a federal, state or municipal court. Employees who are subpoenaed to appear in court or be in court as a party, or as a representative to a party in a court action, other than Cascade business, will be allowed to utilize Annual Leave vacation or take unpaid leave. Upon receiving notification to serve on jury duty or when subpoenaed, employees must notify the Chief Executive Officer immediately.

Employees who are summoned for jury duty will receive their regular rate of pay for their regularly scheduled work hours, less any compensation paid to the employee for such services. Employees must submit to the Chief Executive Officer a copy of the records of payment received for jury duty in order to receive paid jury duty leave.

Employees who are excused from court or jury duty during the hours that they are regularly scheduled to work must notify the Chief Executive Officer immediately and may be required to report to work.

Clarifies employee leave benefits.
"Vacation" replaces the term "annual leave" throughout the manual.

Inclement Weather

The Chief Executive Officer, may, in his or her [their](#) discretion, close the office operations and dismiss all employees, or a portion of them, from work due to inclement weather. If Cascade operations are closed, then all employees will receive regular pay [be paid](#) for the time the office is closed. If the office remains open but an employee is unable to get to work because of inclement weather, the absence will be without pay unless the employee chooses to use Annual Leave time [vacation](#) available to [them](#) him or her, or is granted permission to make up the hours by the Chief Executive Officer. If employees report to work when the office is open but later is closed by the Chief Executive Officer due to inclement weather, employees will receive regular pay for the entire day.

Holidays

The following days, unless otherwise established by the Board, are observed as holidays each calendar year:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. Presidents Day
4. Memorial Day
5. [Juneteenth](#)
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Friday after Thanksgiving
11. Christmas Day

Adds Juneteenth as an observed holiday per separate resolution.

In addition, each [regular and term-limited](#) employee [who work at least twenty \(20\) hours per week](#) shall receive up to two (2) floating holidays which may be used by the employee as personal holidays. One day of floating holiday will be added to the employee's Annual Leave [vacation](#) balance on January 1 and on July 1, provided that the employee was [continuously employed](#) in regular status ([regular and/or term-limited](#)) for the [full](#) four (4) months immediately preceding those dates. Use of floating holidays must be approved in advance by the Chief Executive Officer. [The holidays are observed by all employees but are only paid holidays for regular and term-limited employees who work at least twenty \(20\) hours per week](#)

Clarifies when employees may receive holiday pay.

If a holiday falls on a Saturday, Cascade will observe the holiday on the preceding Friday. If a holiday falls on a Sunday, Cascade will observe the holiday on the following Monday.

~~Annual Leave (Vacation)~~ [Vacation](#)

~~Annual Leave is the term used by Cascade for paid vacation. Annual Leave~~ [Vacation](#) is available to regular [and term-limited](#) employees, not temporary employees. The

"Vacation" replaces the term "annual leave" throughout the manual.

number of days a regular [or term-limited](#) employee accrues each year for Annual Leave [vacation](#) depends on the duration of employment. Annual Leave [Vacation](#) is credited to employees at the end of each pay period, beginning with the employee's first pay period.

Regular full-time employees [and full-time term limited employees](#) are entitled to a maximum number of hours of Annual Leave [vacation](#) yearly in accordance with the following schedule:

<u>Years of Employment (Inclusive)</u>	<u>Accrual Rate & Maximum</u>
1 – 2	1 day/pay period; 12 days/year
3-5	1.25 days/pay period 15 days/year
6-10	1.67 days/pay period 20 days/year
11-15	2.08 days/pay period 25 days/year

Regular part-time employees [and part-time term-limited employees](#) accumulate Annual Leave [vacation](#) on a pro-rated basis, based on the number of hours [they are regularly scheduled to work](#) normally worked by them. Employees are not entitled to an accumulation of more than forty (40) days of Annual Leave [vacation](#) beyond the end of any calendar year. Any accumulated Annual Leave [vacation](#) in excess of that amount will be forfeited at the end of the calendar year. Employees shall be notified of their Annual Leave [vacation](#) balance no later than October 1st of each year. The Chief Executive Officer shall establish employees' annual [vacation](#) and sick leave balances, as of the effective date of this manual, based on existing records of leave usage and length of employment at Cascade.

If an employee becomes ill or injured during vacation, the employee may request that the time be counted as sick leave, rather than charged against his or her [their](#) accrued Annual Leave. Substitution of sick leave for Annual Leave [vacation](#) must be approved the employee's supervisor, and Cascade may also require confirmation by the employee's physician.

If an employee is in a non-exempt position, the employee will be paid his or her [their](#) regularly scheduled number of hours at his or her [their](#) regular rate for each day of Annual Leave [vacation](#). If an employee is in an exempt, salaried position, the employee's pay will simply be continued as if the employee were actually working.

Upon termination of employment, employees will be paid for any accrued, unused Annual Leave [vacation](#) up to a maximum of an amount equivalent to two [\(2\)](#) years' accrual at the rate in effect at the time of termination.

Sick Leave

Cascade employees accrue paid sick leave. For Cascade's salaried employees, but not its temporary employees, paid sick leave accumulates [Regular full-time employees and full-time term-limited employees accumulate paid sick leave](#) at the rate of one day [\(8 hours\)](#) per pay period for a total of twelve (12) days per year,

Clarifies sick leave benefits for employees.

prorated for part-time employees, beginning with the employee's first pay period. Regular part-time employees and part-time term-limited employees accumulate sick leave on a pro-rated basis. For Cascade's hourly and temporary employees, paid sick leave accumulates at a rate of one (1) hour of paid sick leave for every forty (40) hours worked. Temporary employees do not accrue sick leave hours paid while not working (such as while using paid sick leave).

Employees are entitled to an accumulation of up to one hundred twenty (120) days of sick leave. Any accumulated sick leave in excess of that amount will be forfeited.

~~Sick leave may be used for an employee's own illness, disability, accident or medical/dental appointments, or to care for a child of the employee with a health condition that requires treatment or supervision, or to care for a spouse, domestic partner, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition. Cascade in its discretion may require a medical certification and/or fitness to return to work certification for intermittent medical leaves or medical leaves lasting more than three (3) consecutive days. An employee who cannot report for work for medical reasons must inform the Chief Executive Officer or the Chief Executive Officer's designee as soon as possible.~~

These three paragraphs are replaced by the subsection below which clarifies use of sick leave.

~~Cascade's salary employees, but not its hourly or temporary employees, who have either met the rule of 70 (employee's age and years of service equal at least 70) or twenty years of service are eligible upon separation to cash out unused sick leave at a rate of 20% cash or 30% VEBA. Cascade does not cash out accrued, unused sick leave for hourly or temporary employees but when there is a separation from employment for hourly employees, temporary employees, or employees that do not qualify for a cash out of sick leave upon separation, and the employee is rehired within twelve months of separation, previously accrued unused paid sick leave shall be reinstated.~~

Sick Leave Carryover

Employees may carryover accrued unused sick leave from one anniversary year to the next up to a maximum amount of one hundred twenty (120) days (960 hours). Any accrual in excess of this maximum will be forfeited at anniversary year end.

Sick Leave Covered Absences

Sick leave may be used for all purposes authorized under the Washington Minimum Wage Act, RCW 49.46, which, stated broadly and by way of example, include time needed for an employee to care for themselves or a family member; to attend to legal issues if the employee or a family member is the victim of sexual assault, domestic violence or stalking; and/or if Cascade or the employee's child's school or place of care is closed by order of a public official for any health-related reason. An employee who cannot report for work for medical reasons must inform the Chief Executive Officer or the Chief Executive Officer's designee as soon as possible.

Sick Leave Cash Out Upon Separation of Employment

Qualifying employees. Cascade's regular employees, who have either met the rule of seventy (70) (employee's age and years of service equal at least 70) or twenty (20) years of service are eligible upon separation to cash out unused sick leave at a rate of twenty percent (20%) cash or, if permitted under the plan terms, thirty percent (30%) VEBA. These percentages apply to a maximum accrual of one hundred and twenty (120) days (960 hours). If any employee's accrual

exceeds this maximum at time of employment separation, the excess is not included in the cash out.

Non-qualifying employees. Hourly, term-limited, and temporary employees do not qualify for a cash out of accrued unused sick leave.

Rehired employees. If any employee, regardless of classification, is rehired within twelve (12) months of separation, previously accrued unused paid sick leave shall be reinstated. For salaried regular employees (“qualifying employees,” per above), this reinstatement opportunity only exists if they did not previously elect to cash out their accrual. However, if an employee separates from employment in one accrual year and the employee is then reinstated within twelve (12) months, but in the following accrual year, the employee will be credited only up to forty (40) hours of any prior balance. We will provide notice to the employee of the amount of any accrued, unused paid sick leave available for use by the employee upon rehire.

Notice of Sick Leave

Employees must provide reasonable advance notice of absence. If an absence is foreseeable, employees must provide notice at least ten (10) days, or as early as possible, before paid sick leave is used. If an absence is not foreseeable, employees must provide notice as soon as practicable. If an employee is unable to provide notice, another person may provide such notice on the employee’s behalf. Whenever possible, notice of foreseeable or unforeseeable absence should be in writing and should include the expected duration of the absence. All notices of absence should be directed to your direct supervisor or manager. Any information provided will be kept confidential.

No Retaliation for Use of Sick Leave

Cascade will not permit any form of retaliation against any employee for proper use of paid sick leave.

Unpaid Sabbatical Leave

Sabbaticals are periods of unpaid personal leave, not to exceed a maximum of three (3) consecutive months (90 days), during which an a regular employee continues to receive health benefits. To be eligible for sabbatical leave, an employee needs the equivalent of six (6) full years of service as a Cascade employee. Unpaid sabbaticals may be granted when an employee's absence will result in a net gain to Cascade and will not unduly disrupt services. The authority to grant unpaid employee sabbaticals resides with the CEO Chief Executive Officer (or in the case of the CEO Chief Executive Officer requesting unpaid sabbatical, the authority resides with the Board).

Changes made to the order of the information in this section for added clarity, but no substantive modifications made.

During unpaid sabbaticals, an employee's seniority is not disrupted and accrued but unused vacation and sick time is left intact.

The aim of unpaid sabbatical leave is to improve employee health and well-being by responding to employee interests for additional time off without disrupting Cascade’s services. ~~To be eligible for sabbatical leave, an employee needs the equivalent of six full years of service as a Cascade employee.~~

~~Unpaid sabbatical leave shall be for a minimum of one workday or shift up to a maximum of three months.~~ After the initial sabbatical leave, the employee is eligible for up to one (1) month of sabbatical leave for each equivalent full year of service worked following the prior sabbatical, ~~but in no instance shall sabbatical leave exceed up to a maximum of three (3) consecutive months (90 days).~~

An employee desiring to take an unpaid sabbatical must submit a written request to the CEO [Chief Executive Officer](#) with the following information (or in the case of the CEO [Chief Executive Officer](#) requesting unpaid sabbatical, the CEO [Chief Executive Officer](#) must submit a written request to the Board):

- The reason for the sabbatical;
- The dates of the requested sabbatical; and
- Recommendations on how their normal work responsibilities should be handled during the sabbatical.

A sabbatical may not begin until the CEO [Chief Executive Officer](#) (or the Board for a request by the CEO [Chief Executive Officer](#)) has issued a written decision responding to the employee's request.

In considering a request for an unpaid sabbatical, the CEO [Chief Executive Officer](#) (or the Board for a request by the CEO [Chief Executive Officer](#)) should consider whether an employee's absence would unduly disrupt services as well as whether Cascade will receive a net material financial gain based on the following factors:

- Salary and benefit savings;
- Costs of continuing health benefits; and
- Costs of hiring temporary help or incurring increased overtime due to the employee's absence.

Benefits during sabbatical:

- Health: Health benefits continue unchanged with the same premium cost sharing between Cascade and employee as ~~before the sabbatical~~ [if the employee continued active service](#).
- Vacation/Comp Time: Employees may leave their vacation and comp time accrual intact during unpaid sabbaticals. However, employees do not accrue additional vacation leave while on sabbatical.
- Holidays: Holidays occurring during a sabbatical are unpaid.
- Sick Leave: Employees may leave their sick leave accrual intact during unpaid sabbaticals. However, employees do not accrue additional sick leave while on sabbatical.
- Life Insurance: Cascade will continue to pay its portion of life insurance premiums due as if the employee were actively working. The employee is responsible to pay his or her [their](#) portion of a voluntary life insurance premium.

Family Care Leave

Regular [All Cascade](#) employees, [regardless of classification](#), may use [any](#) accrued [paid time-off for which they are otherwise eligible \(e.g. vacation and sick leave\)](#) for any absence due to personal illness or injury, including pregnancy or related conditions, or to care for a family member of the employee with a health condition that requires treatment or supervision.

Maternity Disability Leave

Employees [Regular and term-limited employees](#) are entitled to an unpaid pregnancy disability leave of absence for the period of actual [illness or](#) disability due to pregnancy [and/or](#) childbirth ~~or related medical conditions~~. Employees taking maternity disability leave are required to use accrued annual [vacation](#) or sick leave,

Changes to Family Care and Maternity Disability clarify these leave benefits.

to the extent available. If the employee's leave extends beyond the employee's accrued annual [vacation](#) or sick leave, then the leave shall be unpaid.

Washington Paid Family & Medical Leave

Subject to certain eligibility requirements established by law, employees may qualify for leave and partial wage replacement under the Washington Paid Family and Medical Leave law (PFML). The PFML law established a state mandated insurance program that covers military exigency, medical and family leave, including bonding, and is administered by the Employment Security Department (ESD). Eligibility for this benefit, including length of leave available, is determined exclusively by ESD and employees must apply directly with the agency to receive payments. Additional information regarding the PFML program, including employee eligibility, maximum benefits, and return-to-work rights, is available at <https://paidleave.wa.gov/> or by calling 833-717-2273. Holiday pay is not available during PFML leave. However, employees may choose to supplement or top off weekly leave benefits received under the PFML program with accrued sick leave and/or vacation, in order to continue their full salary or wages during the period of leave. Whether or not to supplement from accrued sick leave and/or vacation is entirely the employee's choice, and we will not draw from accrued sick leave and/or vacation unless instructed to do so. Unless otherwise required by law, including without limitation under Washington paid sick leave laws, accrued sick leave and vacation are not generally available to extend a period of leave taken under the PFML program. However, requests to use accrued sick leave and/or vacation for that purpose will be considered on a case-by-case basis.

Adds language per state law regarding PFML.

Employees of small employers like Cascade do not have job restoration rights under the PFML. This means that if a Cascade employee takes leave under the PFML program and that leave is not otherwise protected by law, the absence(s) may be unexcused and result in termination of employment and/or denial of reinstatement, at Cascade's discretion.

Disability Leave

~~A leave of absence without pay for up to ninety (90) days may be granted by the Chief Executive Officer, in his or her sole discretion, to regular full-time employees upon exhaustion of accrued annual or sick leave in the event of extended illness or disability.~~

New Disability Leave language below replaces existing language to align with the added PFML subsection.

~~Upon request for a disability leave, the employee must submit medical documentation acceptable to Cascade verifying the illness or disability and its anticipated duration. In addition, at the request of Cascade an employee must provide verification from a medical health care provider of Cascade's choosing and at the expense of Cascade to establish the illness or disability and its anticipated duration.~~

~~Insurance coverage will be handled in the same manner as all unpaid leaves of absence in accordance with current policy.~~

In situations where an employee is not eligible for leave under our other policies, including PFML, and the employee has exhausted all available paid time off, we may provide an unpaid medical leave of absence when an employee must be absent from work due to their own health condition (illness, injury or physical or mental disability, including disability due to pregnancy or childbirth). We generally limit total medical leave under this policy to ninety (90) days in any 12-month period. In the case of disabilities that qualify for protection under federal, state, or local disability

[discrimination laws, however, we will provide greater periods of leave if we conclude that doing so is required for us to provide reasonable accommodation, unless we conclude the additional leave would impose an undue hardship on our business.](#)

Parental Leave

Any Cascade employee may request an unpaid leave of absence upon the birth or adoption of a child; provided that the employee shall first exhaust the employee’s accrued annual [vacation](#) or sick leave prior to being eligible for unpaid leave. Such leave would be in addition to leave given for maternity disability reasons, as applicable. The decision to grant such leave and the length of leave is within Cascade’s sole discretion and will be determined by the Chief Executive Officer based on the facts of each request and consideration of business operations.

Bereavement Leave

Employees [Regular and term-limited employees](#) will be granted up to two (2) consecutive work days of leave of absence with pay for the death of any member of the employee’s immediate family. Bereavement leave is separate from and does not count against Annual [vacation](#) or sick leave. For the purposes of this policy, the immediate family consists of:

Mother- Parent	Spouse or Domestic Partner
Father	Children
Sister Sibling or step-sibling	Mother-in-law Parent-in-law
Brother	Father-in-law
Step or half-blood sibling	Any relative residing in the same household as the employee

Replaces some terms with gender-neutral terms.

Employees will be granted one (1) day of leave of absence with pay for the death of:

Grandparents	Aunts
Grandchildren	Uncles

Military Leave

Employees [Regular and term-limited employees](#) will be granted up to twenty-one (21) days per year of leave with pay, or any greater leave required by law, to allow the performance of service with the Armed Forces. If the leave exceeds [twenty-one \(21\) days](#), the employee shall take accrued compensatory time, available Annual Leave [vacation](#), and then leave without pay. Requests for military leave must be given in advance and be accompanied by copies of military orders and any other documents supporting the requested leave. Military reserve training leave may be combined upon approval with Annual Leave [vacation](#), after exhaustion of the [twenty-one \(21\) days](#). All matters relating to military leave, including the duration of the leave and reinstatement, will be handled in accordance with applicable state and federal laws.

Requests for Leave

Requests for leave must be submitted in writing to you’re the [employee’s](#) immediate supervisor as far in advance of the anticipated leave date as possible. All requests for leave must identify the anticipated beginning and ending dates of the leave. If circumstances prevent you [the employee](#) from submitting an advance written

request, you the employee must orally inform your their immediate supervisor as soon as possible and follow the oral notification with a written request.

We may require that you provide a medical certification or note from your doctor to support a request for leave. This is particularly likely where the leave is for a serious health condition (your own or your child's, spouse's or parent's), is expected to extend beyond ~~five~~ three (3) consecutive working days, or involves intermittent or part-time leave. We may require a second opinion at Cascade's option and expense.

Certification/Verification of Authorized Use

Cascade may require that employees provide verification of the underlying reason supporting a request to access our various types of leave. In the context of sick leave, requests for healthcare certification will be limited to absences that exceed three (3) consecutive days during which the employee was required to work. Verification, when requested, must be provided as promptly as possible and in no event later than ten (10) days from the date the particular leave commences. Verification by a health care provider should not include any information regarding the nature of the health condition. Any information provided by a health care provider will be treated in a confidential manner in accordance with applicable privacy laws. If the employee believes that obtaining the health care provider note will result in an unreasonable burden or expense, the employee has the right to inform the Chief Executive Officer and request that Cascade accept a less burdensome form of verification. Upon an employee's assertion of undue burden, Cascade will, in its sole discretion, either modify the required form of verification or mitigate the employee's out-of-pocket expenses associated with obtaining the health care provider verification. We may require a second opinion at Cascade's option and expense. Acceptable verification for school closure is notice by a public official. A written statement by the employee will be considered acceptable verification for absences due to domestic violence. We may withhold payment for any unverified absences. Verified absences will be paid no later than the payday for the pay period during which verification was provided.

Adds language per state law regarding certification/verification.

Continuation of Benefits During Leave

All employee benefits continue during periods of paid leave and during periods of unpaid leave of three (3) weeks or less. During all periods of unpaid leave that exceed three (3) weeks (with the exception of sabbatical leave):

- Employee benefits that operate on an accrual basis (such as vacation and sick leave) do not continue to accrue, unless a written employee benefit plan provides otherwise.
- ~~We do~~ Cascade does not pay for health or other insurance benefits (unless otherwise required by law under the FMLA), but you the employee may continue those benefits through COBRA at your their own expense during the leave to the extent allowed by our Cascade's benefit plans.
- No other benefits are provided.

Returning From Leave

We comply Cascade complies with all applicable laws related to reinstating employees after periods of leave. Except as required by law, however, the determination of whether an employee will be reinstated after a leave of absence is at our Cascade's discretion. As a general rule, upon returning from a leave of thirty (30) days or more, you're ~~the~~ the employee's normal anniversary date for performance review will be advanced by the number of days absent. We Cascade may require that you the employee provide a medical certification of your their fitness for duty to return to work after a medical leave.

Absent special circumstances, an unauthorized failure to return promptly to work at the conclusion of a leave of absence, acceptance of any other employment during a leave, or an application for unemployment compensation while on leave (which would indicate you the employee are is available for work), will be treated as a voluntary resignation.

Summary of Paid and Unpaid Leaves

The following table summarizes paid and unpaid leave based on classification and is provided as a reference guide. In the event of a conflict between the table and the text in Section VI. Paid and Unpaid Leave, the text will prevail.

Provides an at-a-glance summary for employees

Leave and Unpaid Leave	Regular and term-limited employees who work ≥ 20 hours per week	Regular and term-limited employees who work < 20 hours per week	Temporary employees
Jury Duty leave	X		
Inclement Weather leave	X	X	X
Holiday leave	X		
Vacation leave	X		
Sick leave - 8 hours per month	X		
Sick leave - 1 hour per 40 hours worked (state minimum)		X	X
Sabbatical leave	X		
Family Care leave	X	X	X
Maternity Disability leave	X	X	X
Washington Paid Family & Medical leave	X	X	X
Disability leave	X	X	X
Parental leave	X	X	X
Bereavement leave	X	X	
Military leave	X	X	

VII. Standards of Conduct

Principles

Employees are expected to perform their work efficiently and effectively and to be mindful of the public expectations placed on Cascade and its employees. Employees are expected to act with judgment, discretion, and integrity at all times. Appropriate conduct involves more than following the letter of rules. If necessary to correct an employee's behavior, disciplinary measures will be applied firmly, consistently and fairly.

Guidelines for Conduct

All employees should act professionally and in the best interests of Cascade at all times. Violations of our standards of conduct are unacceptable and may result in corrective action.

The following are examples of violations of our standards of conduct. These examples merely illustrate, and do not limit, the types of conduct we may consider unacceptable.

- Tardiness or excessive absenteeism

- Unbusinesslike conduct
- Inappropriate dress or poor grooming
- Using work time for personal activities
- Performance that does not meet requirements and expectations
- Unexcused absence
- Abusive language or conduct
- Insubordination or deliberate failure to carry out instructions
- Disparaging Cascade, its activities, employees, or Members
- Unauthorized use or release of confidential information
- Misusing, destroying, or purposely damaging Cascade property or property of an employee
- Taking of Cascade property
- Falsifying records, including employment applications or time sheets
- Harassment of any nature

Additional standards of conduct are described below.

Non-Solicitation

It is Cascade's objective to provide a comfortable work environment that allows employees to complete their tasks with the least amount of interruptions or disruptions. Accordingly, non-employees are not allowed to come upon Cascade's premises for the purpose of any form of solicitation or literature distribution. This policy is to restrain third parties or strangers from soliciting or handing out materials for political, union, charitable, or similar activities. The Chief Executive Officer may authorize generally recognized charitable organizations, such as but not limited to United Way, to make presentations to employees.

Employees are prohibited from distributing any form of literature or other materials in their work area and are also prohibited from soliciting for any cause during their assigned working time.

Attendance Standards

Punctuality and regular attendance are critical to the proper operation of any business, and are considered to be essential functions of every position that Cascade offers. If you are unable to report for work for any reason, you must notify the Chief Executive Officer or designated representative as soon as possible.

Telecommuting

Cascade is amenable to telecommuting arrangements that allow employees to work at a location other than Cascade facilities. Such arrangements may be established at the employee's request and with the approval of the Chief Executive Officer.

Employees are expected to comply with all Cascade policies and procedures and carry out the same duties and work obligations that they would if they were working in

the office. The Chief Executive Officer has the right to cancel an employee's telecommuting privileges at any time.

Hours of Work

The work week normally consists of forty (40) work hours per week. Usual business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. Adjustment to these business hours may be made by the Chief Executive Officer, in the Chief Executive Officer's discretion. All employees are expected to work all hours to which they are assigned.

Lunch and Rest Periods

Full-time employees receive a sixty (60) minute unpaid lunch period and two paid ten (10) minute breaks – one in the mid-morning and one in the mid-afternoon. Part-time employees' lunch and rest periods will be pro-rated based on actual hours worked.

Telephone, Facsimile, Internet and Electronic Mail Use

Telephone, facsimile, internet and electronic mail access provided by Cascade are intended primarily for use in conducting Cascade business. Employees may, within reason, use such services for personal use provided that such use does not interfere with Cascade business or cause Cascade to incur additional costs.

All information contained on Cascade-provided equipment, supplies and programs remain at all times the exclusive property of Cascade, and the Chief Executive Office or designee may monitor and review such information at any time, in his or her sole discretion. Employees should understand that they have no expectation of privacy with respect to their computer and internet usage.

Unacceptable and/or inappropriate non-work related activities, including the downloading, viewing or sending of insulting, disruptive, offensive, derogatory, profane or discriminatory messages or materials are strictly prohibited. Examples of forbidden transmissions include, but are not limited to: sexually explicit messages, cartoons or jokes; sexual propositions or love letters; ethnic or racial slurs; or any other message that can be construed to be harmful to morale, harassment or disparagement of others based on their sex, race, age, national origin, religion, creed, sexual orientation, marital status, disability or any other class protected by law.

Drug and Alcohol Use

While at work, Cascade employees have the responsibility to perform their jobs in a safe, conscientious and effective manner. In order to do this, Cascade employees must be able to work in a drug and alcohol-free environment and must themselves be free of the effects of such substances. Accordingly:

1. The manufacture, sale, possession, distribution or use by an employee on or off Cascade premises of a controlled substance or drug not medically authorized is prohibited.
2. The manufacture, sale, or use by an employee of alcohol while conducting Cascade business or while on Cascade premises is prohibited.
3. The use by an employee of a controlled substance, alcohol or drug not medically authorized which affects job performance or poses a hazard to the safety and welfare of the employee or other employees is prohibited.

4. Each employee may be subject to drug/alcohol testing on a random, scheduled, post-accident, or reasonable suspicion basis.

Violation of any of the terms of this Drug and Alcohol Use Policy will result in disciplinary action up to and including termination. Such disciplinary action may include a requirement of successful completion of a rehabilitation program and suspension, without pay, until such time as Cascade determines that the employee is able to perform his or her duties fully within the scope of his or her job position and in a safe and efficient manner.

Cascade may report illegal use, possession or sale of any controlled substance or drug not medically authorized to appropriate law enforcement officials. In addition, Cascade may turn over to the custody of law enforcement officials any such substance.

Corrective Action

We may take the corrective action when an employee has not adhered to our standards or that performance otherwise is unsatisfactory. Corrective action we may take includes, without limitation, verbal warning, written warning, probation, suspension, demotion, reassignment, or discharge, with or without prior notice.

Suspension may be used either as a corrective measure, to permit an investigation, to allow us to determine what corrective action will be applied, or to remove an employee from the premises for a period of time.

A probationary period does not guarantee the employee will remain employed to the end of the specified period. Successful completion of probationary status does not guarantee later employment or limit our discretion with respect to later corrective action or discharge. Employment remains on an at-will basis at all times.

The goal of our corrective action policy is to correct unsatisfactory behavior or performance. We reserve the right in all circumstances to apply the corrective action we decide is appropriate, up to and including immediate discharge without prior corrective action or notice. At all times, employment remains on at-will basis.

Safe Working Conditions

Cascade will make every effort to provide safe working conditions for all employees. No one will knowingly be required to work in any unsafe manner. Safety is every employee's responsibility.

Employees should treat safety as one of their most important job responsibilities, watching for potential hazards, identifying what could go wrong if a potential hazard is identified, and taking appropriate action to eliminate or decrease any hazards. Cascade's goal is for each employee to be thoroughly trained on safe work procedures. As such, Cascade will periodically conduct mandatory safety training for employees on topics that include, but are not be limited to, the following:

- First Aid/Cardiopulmonary resuscitation (CPR)
- Safe driver training
- Emergency Evacuation/Fire Safety

All employees are requested to do everything reasonable and necessary to keep Cascade a safe place to work, and to report immediately any potential safety hazards to the Chief Executive Officer.

No matter how insignificant an injury may seem at the time of occurrence, employees must notify the Chief Executive Officer immediately.

Ergonomic Workstations

Cascade is committed to a healthy workplace and as such ergonomic keyboards and standing desks are provided to employees upon request from the employee and approval of the Chief Executive Officer.

Wellness Program Participation

The CEO will provide staff time to the members of the Wellness Committee to conduct its activities.

The CEO will allow employees to have release time for wellness activities and programs as the normal work demands are appropriately met.

Healthy Food

When food is provided in connection with agency business, it is Cascade's intent that employees are offered a healthy option. Efforts will be made to ensure healthful foods and beverages are served when it is deemed necessary or beneficial to provide food.

Workstations and Wellness moved from Employee Benefits section.

Healthy Food moved up from lower down in this same section to group safety and wellness items together.

Appearance

All employees are expected to present a neat appearance on the job. Dress should be appropriate to the position and specific work circumstances.

No Smoking Policy

In compliance with this No Smoking policy, smoking is prohibited in the Cascade offices, Cascade owned vehicles, or any other Cascade work area.

This policy allows non-smoking employees a clean smoke-free environment during working hours. In accordance with state law, smoking is prohibited within 25 feet of all entrances and exits of Cascade.

Workplace violence

Cascade is committed to providing a workplace free from acts of and threats of violence. Cascade employees are prohibited from threatening or committing any act of violence in the workplace or while conducting offsite Cascade business. The policy applies to all employees and their guests. Employees are required to immediately report the behavior to the CEO. The CEO will take immediate action up to and including immediate termination of an employee who violates this policy. Employees who report violations to this policy, including any incidents involving threatened or actual violence in good faith may do so without fear of retaliation.

Use of Wireless Technology While Driving

Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs. Employees whose job responsibilities include regular or occasional driving for Cascade business or are issued a wireless technology (including, but not limited to, cell phones, smart phones, tablets, and laptops) by Cascade are expected to refrain from using their wireless technology while driving, except with the use of a hands-free device and in accordance with applicable laws. Every effort should be made to pull to the side of the road to a safe location prior to answering or initiating cell phone calls. In situations where job responsibilities include regular driving and accepting of business calls, Cascade will provide hands-free equipment. This rule also applies to use of privately-owned wireless technology used while on Cascade business. Employees whose job responsibilities do not specifically

include driving as an essential function are also expected to abide by the provisions above. Employees who are charged with traffic violations resulting from the use of their wireless technology while driving will be solely responsible for all liabilities that result from such actions.

Healthy Food

~~When food is provided in connection with agency business, it is Cascade's intent that employees are offered a healthy option. Efforts will be made to ensure healthful foods and beverages are served when it is deemed necessary or beneficial to provide food.~~

Moved up in this same section to group with other safety and wellness items.

Code of Ethics

In addition to the standards of conduct described in the preceding subsections, all employees shall abide by the principles and intent of Cascade's *Code of Ethics* and shall review and sign the *Code of Ethics* on a periodic cycle.

Definition. "Ethics" means positive principles of conduct. Some ethical requirements are enforced by federal, state, or local law; others rely on training or on individuals' desire to do the right thing.

The provisions below which are not elsewhere enforced by law or specified in other subsections of the "Standards of Conduct" section shall be considered advisory only. Cascade will make explanations and examples of ethical principles available to staff.

Trust. The purpose of Cascade is to serve the public. Cascade employees treat their position as a public trust.

1. Cascade's powers and resources are used for the benefit of the public rather than any employee's personal benefit.
2. Cascade employees promote public respect by avoiding impropriety or even the appearance of impropriety.
3. Policymakers place long-term benefit to the public as a whole above all other considerations, including the concerns of individuals and special interests.
4. Administrators implement policies in good faith as equitably and economically as possible, regardless of their personal views.
5. Whistle-blowing is appropriate for unlawful or improper actions.
6. Cascade employees do not give the appearance of impropriety or personal gain by accepting personal gifts.
7. Cascade employees devote Cascade resources, including paid time, working supplies and capital assets, to benefit the public.
8. Political campaigns are not conducted on Cascade time or property.

Objectivity. Cascade employees' decisions are based on the merits of the issues. Judgment is independent and objective.

1. Cascade employees avoid financial conflict of interest and do not accept benefits from people requesting to affect decisions.
2. If an individual employee's financial or personal interests will be specifically affected by a decision, the employee is to withdraw from participating in the decision.
3. Cascade employees avoid bias or favoritism.
4. Intervention on behalf of constituents or friends is limited to assuring fairness of procedures, clarifying policies or improving service for citizens.

Accountability. Open government allows citizens to make informed judgments and to hold employees accountable.

1. Cascade employees exercise their authority with open meetings and public

- records.
2. Employees who delegate responsibilities make sure the work is carried out efficiently and ethically.
 3. Each Cascade employee and appointee is encouraged to improve Cascade systems by identifying problems and proposing improvements.
 4. Cascade's systems are self-monitoring, with procedures in place to promote appropriate actions.

Leadership.

1. Cascade employees obey all laws and regulations.
2. Cascade employees do not exploit loopholes.
3. Leadership facilitates, rather than blocks, open discussion.
4. Employees avoid discreditable personal conduct and are personally honest.

VIII. Expense Reimbursement

Expense Reimbursement

Employees will be reimbursed for reasonable and necessary expenses as outlined below.

In order to be eligible for reimbursement of expenses incurred while carrying out the business of Cascade, Board Members and employees must submit an Expense Report in a form designated by the Chief Executive Officer. The Expense Report shall include a description of the expense, the date the expense was incurred, the reason for such expense and any appropriate receipts. Expense Reports must be approved by the Chief Executive Officer or designee.

Meals

The cost of meals (breakfast, lunch and dinner) is reimbursable (including tax and reasonable gratuity (not to exceed 20%), excluding alcoholic beverages) when a Board Member or employee is traveling for official Cascade business or is at an official Cascade related meeting or event.

The cost of meals is usually not reimbursable during day trips, except in the case when a Board Member or employee must leave his/her residence before 7:00 a.m. or return after 7:30 p.m., the actual cost of breakfast and/or dinner (including tax and reasonable gratuity (not to exceed 20%), excluding alcoholic beverages) may be reimbursable.

Note: All meals taken in conjunction with approved meetings, conferences, seminars, etc. will be reimbursed at full cost unless such events include a donation or fund-raising component which shall not be reimbursed by Cascade.

Per Diem Meal Rates

Per diem may be used to claim meal and incidental* reimbursements for out-of-town trips (\geq 50 miles from Cascade). Per diem is allowed ONLY during approved travel dates for out-of-town trips. Receipts are required for all other reimbursable meals. The following per diem rates include tax and tip for meals and are found at the GSA website: <http://www.gsa.gov/perdiem>.

The standard meal allowance is used for most areas in the United States. Other locations in the United States are designated as high-cost areas, qualifying for a

higher standard meal allowance. Refer to IRS Publication 1542 for the locations qualifying for the other per diem rates listed. If a destination is not listed, the standard rate is used. Employees should request a copy of this listing from Finance and Administration Manager before leaving town.

Use of per diem is optional. Receipts for travel meals may be turned in instead of claiming the per diem amount. All meals for any one trip must be claimed either as per diem or with receipts. Mixing of per diem for some meals and receipts for others on a single out-of-town trip is not allowed. Meals provided at a training/conference are included in the registration fees and are not applicable for reimbursement.

*Incidentals: Examples of per diem incidental expenses include fees and tips given to porters or baggage carriers, or other small expenses not planned for in advance. Incidentals are limited to \$5 per day, based on standards established by the General Services Administration (GSA). No receipts are required.

Travel

When a privately owned vehicle is used on official Cascade business, the Board Member or employee will be reimbursed at the per mile reimbursement rate set by the Internal Revenue Service unless an automobile allowance is provided to the Board member or employee.

In addition, Board Members and employees will be reimbursed for all reasonable expenses such as parking fees, tolls, etc. when incurred on official Cascade business.

Public transportation expenses will be reimbursed when incurred on official Cascade business unless an automobile allowance is provided to the Board member or employee.

Registration Fees

If not paid for in advance by Cascade, registration fees for approved conferences, seminars, etc. paid for by a Board member or employee will be reimbursed.

Out of Town Travel

Travel out of town may be authorized only for official Cascade business, which may include attendance at conferences, conventions and seminars which deal with topics of value and interest to Cascade. Approval in advance is required by the Chief Executive Officer for Cascade employees.

Lodging

Hotel and motel expenses incurred during authorized out of town travel will be reimbursed on the basis of actual cost, provided that itemized receipts are submitted with the expense report form. Reasonable porter fees and hotel tips may be included in the amount reimbursed.

Commercial Transportation

Reimbursement for commercial transportation expenses will be based on the most cost effective mode of travel available. If the most cost effective mode of travel requires the Board Member or employee to travel on a weekend, such arrangements may be approved by the Chief Executive Officer if the total cost (including overnight accommodations and meals) is less than the alternative travel cost alone and the employee does not claim the travel time as work hours. Reasonable expenses incurred for taxicabs and similar transportation in connection with train or plane trips is reimbursable.

IX. Whistle-Blower Protection

Cascade strives to conduct its business with integrity and in strict accordance with all applicable federal, state, and local laws. Accordingly, employees are strongly encouraged to bring to the attention of Cascade any improper actions of Cascade officers or employees. Cascade prohibits retaliation against any employee who makes a complaint of improper actions in good faith and in accordance with the procedures set out in this policy.

Reporting Procedure – As used in this policy, “improper actions” refers to actions undertaken by a Board member, alternate Board member, or employee in the performance of his or her official duties that (a) are in violation of any federal, state, or local law or rule, (b) are an abuse of authority, (c) create a substantial and specific danger to public health or safety, or (d) grossly waste public funds. “Improper actions” do not include personnel actions, such as the processing of grievances; decisions regarding hiring, promotion, firing and other discipline; (collective bargaining) agreements; employment contracts; or employment policies. Concerns about harassment or discrimination will be addressed consistent with Cascade policy on reporting harassment or discrimination.

Improper actions may be reported internally using this policy or may be reported to the Office of the Washington Attorney General, the Office of the Washington State Auditor, or the Office of the King County Prosecutor. Before an employee provides information of an improper action to anyone who is not a public official or listed in the prior sentence, the employee must first raise his/her concern with Cascade’s Chief Executive Officer, Board Chair, or Board Vice-Chair, and fully exhaust the reporting and reconsideration procedures set out in this policy. Because most concerns can most effectively be addressed internally, Cascade strongly suggests employees report any concerns about improper actions to the Cascade Chief Executive Officer or Board Chair, and allow the Cascade Chief Executive Officer or Board Chair to complete its review, before the employees provide information to other governmental agencies.

To report improper actions, submit a concern and related information (Complaint) in writing to the Chief Executive Officer. If the concern relates to the Chief Executive Officer, submit the concern to the Board Chair or Board Vice-Chair. The identity of the reporting employee will be kept confidential to the extent possible under law and consistent with the need to investigate the Complaint, unless written authorization for disclosure is provided. Employees may report under this policy through an attorney.

The Chief Executive Officer or Board Chair will have ten (10) working days to address the Complaint and provide a written response that identifies the alleged improper action at issue, describes the scope and findings of our investigation, states what, if any, action will be taken against the offending officers or employees, and explains why that action is appropriate.

If the reporting employee is not satisfied with the investigation or resolution of the Complaint, he/she may request reconsideration in writing within five working days of receipt of Cascade’s written response. Written requests for reconsideration must be submitted to the Chief Executive Officer, Board Chair, or Board Vice-Chair, and must identify the specific elements of the investigation or written response that are unsatisfactory. Cascade has three working days to advise in writing whether reconsideration will be granted. Any reconsideration will be limited to examination of the specific issues raised in the written request. From the date reconsideration is granted, Cascade will have ten (10) working days or until the next regularly

scheduled board meeting, whichever is sooner, to complete additional investigation and give a written response.

All employees must strictly follow this policy. Employees who comply with this policy will not be subject to discipline or discharge for reporting, or for disclosure or other activities pursuant to this policy. Going outside this reporting and reconsideration policy is permitted only in those rare cases where persons or property will be damaged if the alleged improper conduct is not immediately addressed.

Protection Against Retaliation – All Cascade personnel are prohibited from taking any adverse employment action against an employee who registers a Complaint in good faith with a public body in accordance with this policy. If an employee believes he/she has been retaliated against for reporting improper actions in accordance with this policy, he/she may seek redress as follows:

The employee must provide written notice of the charge of retaliatory action to the Chief Executive Officer, Board Chair, or Board Vice-Chair, within 30 days of the date the alleged retaliatory action. The notice must describe the alleged retaliatory action and the persons allegedly involved, and identify the relief requested.

The Board will respond to the charge in writing within 30 days of its submission. The Board's response will identify the alleged retaliatory action and persons involved; identify the relief requested; describe the investigation conducted; state and explain the disposition of the charge; identify the relief, if any, that is being granted; and explain why any granted relief is appropriate.

The employee is entitled to a hearing, at his/her choosing, if he/she is not satisfied with the Board's response to the employee's charge. To receive a hearing, however, a written hearing request must be delivered to the Board within 15 days of delivery of the Board's written response to the charge or, if the Board fails to respond within the allotted 30 day period, within 15 days of the last day on which the Board could have responded.

Within five working days of the Board receiving a timely request for hearing, Cascade will apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge.

Unless the administrative law judge extends the period, the judge will issue a final decision no later than 45 days after the date the timely request for hearing was delivered to the Board. The administrative law judge's decision is subject to court review.

Adoption and Posting – This policy will be permanently posted in one or more places where all employees will have reasonable access to it.

**CASCADE WATER ALLIANCE EMPLOYEE HANDBOOK RECEIPT AND
ACKNOWLEDGMENT**

I have received a copy of Cascade Water Alliance's Employee Handbook, dated December 17, 2008. I have or will read the manual and follow the policies in it. I have also taken particular note of the policies titled "About Our Policies," "Employment At Will," "Equal Employment Opportunity," "Employees With Disabilities," "Harassment, Including Sexual Harassment," and "Reporting Discrimination And Harassment." I understand that all of Cascade's policies, other than the ones identified in the preceding sentence, are subject to changes and exceptions without prior notice, at Cascade's discretion. I also understand that both Cascade and I are free to terminate my employment at any time, with or without cause or advance notice, and without compensation except for time actually worked.

I agree and authorize Cascade to deduct amounts from my earned compensation to satisfy debts that I (i) hereafter owe to it and (ii) fail or refuse to pay within the parameters set forth below. This agreement encompasses all debts, costs and charges incurred by Cascade by virtue of: (i) its decision, in its sole and absolute discretion, to advance to me wages/salary or paid time off before it is earned or accrued; (ii) my personal use of Cascade's equipment and supplies, including without limitation its telephones, fax machines, copiers and postage; or (iii) any other circumstance in connection with my employment with it. I understand and agree that: (i) I am personally responsible for fully reimbursing Cascade for all amounts identified above; and (ii) my reimbursement must be prompt, typically within 5 business days of, and in no event later than 20 business days after, the date the debt or cost is incurred. I agree that Cascade may, and I hereby authorize Cascade to, deduct from my paycheck(s), including without limitation my final paycheck upon separation of employment, regardless of the reason(s) for the separation, any amounts owed that I have failed or refused to pay within 20 business days of the date incurred. I further agree that, in the event that the debts owed by me exceed the amount of my final paycheck upon separation of employment, I remain personally responsible for the deficit, which amount I must remit to Cascade within ten (10) business days of the date of my employment separation. I understand that, in the event that the amount exceeds \$250, I may be required to execute a corresponding note, and I hereby agree to do so. I further understand and agree that my failure or refusal to repay the amounts due to Cascade in accordance with this statement, or to cooperate with Cascade's efforts to recover such amounts, including requiring me to execute another authorization tailored to a specific debt, may result in disciplinary action, up to and including discharge.

Date: _____
Employee Signature

Employee Name (Please Print)

Please return the original of this form, bearing your signature, to the Chief Executive Officer and please keep a copy for your records.

APPENDIX 1: CASCADE WATER ALLIANCE PERSONNEL POLICY AND PUBLIC RECORDS ACT IMPLEMENTATION POLICY REGARDING TEXT MESSAGING

1.1 BACKGROUND

Under Washington's Public Records Act, Chapter 42.56 of the Revised Code of Washington, the definition of a public record contains three elements. First, the record must be a "writing"; second, the writing must relate to the conduct of government or the performance of any governmental or proprietary function; and third, the writing must be prepared, owned, used or retained by the agency. The Washington State Supreme Court held that text messages sent and received by a public employee in the employee's official capacity are public records of the employer, even if the employee uses a private cell phone. *Nissen v. Pierce County* (2015).

1.2 POLICY

The purpose of this Policy is to establish procedures for Cascade Water Alliance employees regarding retention of text messages on Cascade-owned or personally-owned cell phones and devices, in accordance with the Public Records Act and schedules established by the Washington State Archivist.

The failure to follow this Policy may expose Cascade to damages and attorney's fees under the Public Records Act, and therefore, the failure to follow this Policy may subject the employee to appropriate discipline.

1.3 DEFINITIONS

The following terms shall have the meaning provided:

- 1.3.1 The term "Cascade-owned cell phone or device" means a cell phone or other device capable of sending or receiving text messages that is provided to an employee by Cascade for the purposes of performing his or her job duties.
- 1.3.2 The term "Cascade business" in relation to text messages means a text message sent or received by a Cascade employee relating to the work of the employee or the business of Cascade.
- 1.3.3 The term "Cascade employee" means an employee of Cascade and also means, for purposes of this Policy only, an elected official, volunteer, intern, or appointee of Cascade, or a person hired by Cascade through a temporary placement agency to perform work that otherwise would be performed by the employee.
- 1.3.4 The term "non-transitory texts" means text messages regarding Cascade business other than "transitory texts."
- 1.3.5 The term "personal text message" means a text message sent or received by a Cascade employee that does not discuss a matter of Cascade business.
- 1.3.6 The term "personally-owned cell phone or device" means a cell phone or other device that is used by the employee in part to send or receive text messages related to Cascade business, but is not owned by Cascade.

- 1.3.7 The term “text” or “text message” is a brief message that is composed and sent between two mobile phones or portable devices such as a computer or tablet.
- 1.3.8 The term “transitory text” means a text message that only documents information of temporary, short-term value, and that is not needed as evidence of a business transaction, such as text messages sent for scheduling events or providing directions.

1.4 TEXTS REGARDING CASCADE BUSINESS ARE PUBLIC RECORDS

1.4.1 Texts as Public Records

The Washington State Archivist has determined when Cascade business records constituting public records must be retained. A threshold criterion for retention is whether a writing is transitory (transitory writings need not be retained once they serve their purpose) or non-transitory (non-transitory writings must be retained). Texts are writings that must be considered under these criteria for retention. Texts that are retained may be subject to disclosure under the Public Records Act.

In addition, texts that exist on a cell phone at the time a public records request is received must be retained and may be subject to disclosure under the Public Records Act. This applies whether text messages regarding Cascade business are sent or received on a Cascade-owned or personally-owned cell phone or device.

1.4.2 Cascade-Owned Cell Phone or Device

Cascade employees have no right to privacy in Cascade-owned cell phones or devices.

After receipt of a public records request, and upon request of Cascade, an employee may be required to provide his or her Cascade-owned cell phone or device to Cascade for inspection, and all information on the cell phone or device is subject to Cascade review.

Personal text messages do not relate to Cascade business, are not public records, and need not be retained on a Cascade-owned cell phone or device. However, the fact that personal texts are sent or received on a Cascade-owned cell phone or device is a matter of public record. If personal text messages exist on a Cascade-owned cell phone or device at the time Cascade receives a public records request, those messages must be retained until Cascade responds to the request. The content of those personal text messages may be reviewed by Cascade staff in making a disclosure decision.

1.4.3 Personally-Owned Cell Phone or Device

Personal cell phones and devices are the private property of Cascade employees. Personal text messages do not relate to Cascade business are not public records. Therefore, the records retention policies of the State Archivist do not apply and the employee is not required to retain those text messages on a personally-owned cell phone or device.

However, text messages sent using a personal cell phone or device that pertain to Cascade business are public records. An employee who uses his or her personal cell phone or device to send or receive text messages related to Cascade business is required to follow this Policy and shall be required to produce, transcribe, or note in

another document texts relating to Cascade business in accordance with this Policy. Cascade employees are also required to cooperate with Cascade and provide their fullest assistance in fulfilling Cascade's duties and obligations under the Public Records Act.

1.5 TRANSITORY TEXTS V. NON-TRANSITORY TEXTS

Text messages regarding Cascade business are of two types: (1) transitory texts; and (2) non-transitory texts.

1.5.1 Transitory Texts

1.5.1.1 Delete Once No Longer Needed, Unless Public Records Request Received.

According to the Washington State Archivist, transitory texts are designated "non-archival" and "non-essential," and therefore, need not be retained once they are no longer needed for Cascade business. As a result, a transitory text may be deleted once it serves its purpose. In many cases, a transitory text may be deleted once it is sent or read by the receiver.

1.5.1.2 Transitory Texts May Not be Deleted if there is a Public Records Request.

In the event a records request is submitted that may include within its scope text messages transmitted on either a Cascade-owned or a personally-owned cell phone or device, the employee, once put on notice of the request, shall not delete any text messages from the cell phone or device, even if such text is transitory or personal. In this case, the employee must work with Cascade's Public Disclosure Administrator to produce the requested public records or other necessary response. In the event a records request is submitted that may include within its scope text messages transmitted on a personally-owned cell phone or device, the employee shall cause the text messages related to Cascade business to be produced in accordance with this Policy, if the employee has not already done so.

1.5.2 Non-Transitory Texts

In the event a person sends or receives a non-transitory text, it shall be produced in accordance with this Policy and the Public Records Act.

1.6 PRODUCING TEXT MESSAGES

1.6.1 How is a text message produced?

When a text message must be produced in accordance with this Policy, the employee shall produce the text message by either of the following means:

- Forwarding the text to a proper Cascade email address; or
- Taking screen shots of the text and emailing the screen shots to an appropriate Cascade email address.
- Utilizing a pre-approved application on a cell phone or devices that stores or disseminates the message to Cascade-owned servers or networks.

1.6.2 Searches for text messages on personally-owned cell phones or devices

If Cascade receives a request for records that includes text messages maintained on a Cascade employees' personally-owned cell phone or device, at the request of the

Cascade Public Records Officer, the employees will search their personal device for such records. The employees must subsequently execute an affidavit that provides reasonable detail attesting to the nature and extent of their search for such records.

**CASCADE WATER ALLIANCE PERSONNEL POLICY AND PUBLIC RECORDS
ACT IMPLEMENTATION POLICY REGARDING TEXT MESSAGING
EMPLOYEE RECEIPT AND ACKNOWLEDGMENT**

I have received a copy of the Cascade Water Alliance’s Personnel Policy And Public Records Act Implementation Policy Regarding Text Messaging, as adopted by Cascade’s Board on February 3, 2016.

Date: _____
Employee Signature

Employee Name (Please Print)

Please return the original of this form, bearing your signature, to the Chief Executive Officer and please keep a copy for your records.



FINANCE & MANAGEMENT COMMITTEE

Jeralee Anderson, Chair, City of Redmond
Jeremy Barksdale, City of Bellevue
Penny Sweet, City of Kirkland
John Stokes, City of Bellevue
Russell Joe, City of Issaquah

Meeting Recap
Tuesday, January 17, 2023
1:30 PM – 3:00 PM
Held at Cascade's office and via Zoom

Call to Order

1. Chair Comments.
2. Executive Session.
3. Items Recommended for Action at the January 25, 2023, Board Meeting

- A. HR Manual Changes – Employee Classifications and Benefits.** Motion to adopt a resolution amending Cascade's Human Resources Policy and Procedures Manual regarding classifications of employees and availability of benefits.

Recap: Staff presented a proposal to replace a single classification for an employee who is not a regular employee ("temporary employee") to two classifications ("temporary employee" and "term-limited employee"). The main differences between the two new classifications are duration of employment and benefits eligibility. The committee supported moving this under consent for Board approval and suggested staff inquire whether adoptive children are included in the current language. Staff will consult with Cascade's personnel attorney to determine if and how the Bereavement Leave section should be modified and will include any changes in the final HR Manual for the Board's approval.

- B. HR Manual Changes – Juneteenth.** Motion to adopt a Resolution amending Cascade's Human Resources Policy and Procedures Manual to add Juneteenth as an observed holiday.

Recap: The committee supported adding Juneteenth as an observed holiday and moving this under consent for Board approval.

4. Discussion Items.
5. Other Issues.
6. Next Meeting Date and Location.

The next meeting will be held Tuesday, February 21, 2023, 1:30 p.m. at Cascade's office and via Zoom meeting.



SPECIAL PUBLIC AFFAIRS COMMITTEE

Angela Birney, Chair, City of Redmond
Penny Sweet, City of Kirkland
John Stokes, City of Bellevue
Ryika Hooshangi, Sammamish Plateau Water

Special Meeting Recap Wednesday, January 11, 2023 9:00 AM – 10:00 AM

1. **Chair Comments.**
2. **Executive Session.**
3. **Items Recommended for Action at the January 25, 2023, Board Meeting.**

- A. **2023 Omnibus Sponsorship Proposal.** A list of proposed sponsorships for 2023 are presented for committee review in one omnibus package. Staff recommends support for the \$40,000 proposal.

Recap: Staff provided an overview of the list of sponsorship proposals and additional detail regarding the new sponsorship opportunity with the Northwest Flower and Garden Festival. The committee recommended Board approval on the consent agenda.

4. Discussion Items.

- A. **State Legislative Update.** Staff will provide an update on state legislative activities and the upcoming session.

Recap: The state's 105-day legislative session began on January 9. Diana Carlen, Gordon Thomas Honeywell Government Relations, will be working with Cascade on tracking bills. Affordable housing and climate resiliency are expected to be legislative priorities, and Cascade will track these along with the additional utility issues identified in Cascade's 2023 legislative priorities.

- B. **Federal Legislative Update.** Van Ness Feldman's government relations team in Washington, D.C. will join the committee meeting and provide an update on the federal topics of interest to Cascade such as PFAS and infrastructure funding.

Recap: Sean Taylor (from Van Ness Feldman, Cascade's federal government relations team in Washington, D.C.) provided a federal briefing for the committee. The presentation reviewed 2022 highlights and discussed what we expect to see in 2023 from Congress and federal agencies. Cascade will continue to monitor federal policy and funding opportunities that might be of interest to members.

6. Next Meeting Date and Location.

The next meeting will be Wednesday, February 1, 2023, from 9:00 a.m. – 10:00 a.m. at Cascade's office and via Zoom meeting.



RESOURCE MANAGEMENT COMMITTEE
Lloyd Warren, Chair, Sammamish Plateau Water
Penny Sweet, City of Kirkland
Mary Lou Pauly, City of Issaquah
Jon Ault, Skyway Water & Sewer District
Allan Ekberg, City of Tukwila
John Stokes, City of Bellevue
Jon Pascal, City of Kirkland
Ryika Hooshangi, Sammamish Plateau Water

Meeting Recap
Thursday, January 12, 2023
2:00 PM – 3:30 PM
Held at Cascade’s office and via Zoom

1. **Chair Comments.**
2. **Executive Session.**
3. **Discussion Items.**

A. Water Quality Policy Framework – Draft Criteria. In October 2022 staff presented the committee with a proposed approach for a workshop that will support the Board in establishing policies to guide Cascade’s future water quality activities. Staff will present a key component of the framework – draft criteria – and solicit committee feedback.

Recap: Staff presented a set of draft criteria for the water quality policy framework and received good feedback from the committee and member staff. The chair reminded the committee that the policy framework helps address the question of why Cascade would invest in drinking water quality activities if the Lake Tapps Reservoir is decades away from being developed. In addition to feedback on the draft criteria, the committee also raised general questions and concerns about the water quality program, emphasizing the need to ensure future proposed actions meet Cascade’s primary mission. The committee noted its support in holding the Board workshop in late March. Staff will return in February to present a draft workshop agenda, final draft policy drivers, revised criteria to the committee, and examples of how the policy framework will be applied.

B. Milfoil Pilot Project Update. In November 2022 the committee supported staff’s proposal to explore a milfoil pilot project. The pilot would enable participating HOAs to directly pay Cascade’s applicator to treat lakefront homeowners’ parcels. Staff will provide the committee with an update on its progress.

Recap: Staff reported to the committee that Cascade met with the Lake Tapps Community Council on January 10 to present the concept of the pilot project. At least six of the seven HOAs attended the meeting and three indicated an interest in participating. Cascade’s applicator has offered to meet with the HOAs to discuss the detailed logistics of the pilot. Staff explained that this pilot will not add costs to Cascade’s annual milfoil treatment program. Staff will return to the committee in February with another status update.

4. Items Recommended for Action at the January 25, 2023, Board Meeting.

- A. Cascade Water Alliance Pipeline Amended Agreements.** Cascade currently contracts with Bellevue and Sammamish Plateau Water to maintain, operate, make repairs, and respond to emergencies on the Cascade Water Alliance Pipeline (also known as the Bellevue-Issaquah Pipeline or BIP). The agreements do not cover capital improvements and require other minor modifications to clarify roles and responsibilities.

Recap: Staff presented the proposed amended and restated agreements with Bellevue and Sammamish Plateau Water. Developing the amended agreements has been a very collaborative process between Cascade, Bellevue, and Sammamish Plateau Water. The committee supports moving the two amended agreements for Board approval in January under consent.

5. Project Update.

- A. GIS Contract with SPW.**

Recap: Cascade entered into a contract with Sammamish Plateau Water for GIS support services on an as-needed basis.

6. Next Meeting Date and Location.

The next meeting will be Thursday, February 9, 2023, from 2:00 p.m. – 3:30 p.m. at Cascade's office and via Zoom meeting.