



**CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP AGENDA
Monday, January 11, 2021
5:00 PM**

MEETING INFORMATION

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/85925905792>

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PUBLIC COMMENTS**
- IV. NEW BUSINESS**
 - A. Human Resources: Personnel Policy Update Paid Holidays**
 - B. Public Works: Supplement to Professional Service Agreement with Wallis Engineering for Reservoir #6 Construction Engineering**
 - C. Public Works: Second Addendum to Purchase and Sale Agreement with LR6 Development, LLC**
 - D. Covid -19 Update**
- V. PUBLIC COMMENTS**
- VI. REPORTS AND COMMUNICATIONS**
 - A. CITY MANAGER**
 - B. MAYOR**
 - C. CITY COUNCIL**
- VII. ADJOURNMENT**

UPCOMING MEETINGS: Monday, January 25, 2021 - Workshop at 5:00 pm and Council at 7:00 pm

BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/11/2021

SUBJECT:

MEETING INFORMATION

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85925905792>

DEPT. OF ORIGIN:

Administration

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/11/2021

SUBJECT:

Personnel Policy Update Paid Holidays

DEPT. OF ORIGIN:

Human Resources

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

📎 **Personnel Policy Update January 2021.docx**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

3.08 Paid Holidays (updated January, 2021):

Regular Holidays: The following holidays are recognized as municipal holidays for pay purposes. Regular full-time, regular part-time and trial service employees have these days off with pay:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

When a day recognized as a holiday by the City falls on Sunday, the following Monday is observed as the holiday. When a day recognized as a holiday by the City falls on Saturday, the preceding Friday is observed as the holiday. A holiday is defined as eight (8) hours for all regular full-time employees. Holiday hours are pro-rated for regular part-time employees based on the number of hours worked per week.

For the purpose of Christmas Eve and Christmas Day, the following schedule will be followed:

- When Christmas Day falls on a Saturday, Christmas Eve will be observed on the preceding Thursday and Christmas Day on the preceding Friday.
- When Christmas Eve falls on a Saturday and Christmas Day on a Sunday, Christmas Eve will be observed on the preceding Friday and Christmas Day on the following Monday.
- When Christmas Eve falls on a Sunday and Christmas Day on a Monday, Christmas Eve will be recognized on the following Monday and Christmas Day on the following Tuesday.

An employee eligible for holidays shall not receive holiday pay if they are on unpaid leave of absence or leave without pay, immediately prior to or immediately following the observed holiday.

Floating Holiday:

Non-represented employees will receive three (3) floating holidays.*

Advance approval from the employee's immediate supervisor must be received prior to use. Floating holidays (defined as eight hours) are used during the calendar year. Floating holidays are not considered as part of separation pay if they have not been used at the time of termination and do not carry over from year to year.

*Floating holiday hours are pro-rated in the employee's first year of service based on the employee's hire date.

Religious Holiday: An employee who wishes to be excused from work in observance of a religious holiday will request approval of the absence from the department director. If approved, the time off is charged against vacation leave, compensatory time or floating holiday.

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/11/2021

SUBJECT:

Supplement to Professional Service Agreement with Wallis Engineering for Reservoir #6 Construction Engineering.

DEPT. OF ORIGIN:

Public Works

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▢ **SPSA #1 Wallis CE Rough Grading Res #6 Archaeological and Scope**
- ▢ **Exhibit - Map**

EXPENDITURE REQUIRED:

\$14,985.00

BUDGETED:

\$14,985.00

APPROPRIATION REQUIRED:

\$0.00

SUMMARY STATEMENT

RECOMMENDED ACTION

To authorize the City Manager to Sign Sign Supplement to Professional Service Agreement with Wallis Engineering for Reservoir #6 Construction Engineering through approval of the January 11, 2021 consent agenda.

City of Washougal, Washington
Supplemental Professional Service Agreement No. _____
Project Name _____

This Supplemental Agreement modifies the Professional Services Agreement (AGREEMENT) between _____
_____ (Contractor) and City of Washougal (OWNER) signed _____
for a PROJECT known as _____.

The following modifications are made to the PROFESSIONAL SERVICES AGREEMENT and all other terms
and conditions remain unchanged:

The Agreement shall be amended per this Supplemental Agreement. The fixed fee for this additional work
shall not exceed \$_____, as outlined in the attached Supplemental Scope of Work
_____.

The Contractor shall be registered with the Department of Homeland Security E-verify program. The
Contractor shall provide a fully executed Declaration of Participation in E-Verify Form to the City. If the
Contractor described herein uses a subcontractor in connection with the performance of the Contract,
the subcontractor shall, as a condition of the Contract, certify their participation in the E-Verify program
by submitting a Declaration of Participation Form. The Contractor and any subcontractors will not
knowingly employ or contract with an unauthorized alien.

IN WITNESS WHEREOF this Supplemental Agreement is made and executed this _____ day of
_____, _____ 2021.

BY:
City Manager

Consultant:

BY:

Title:

ATTEST:
City Clerk

Approved as to Form:

City Attorney

Vault Filing Number: _____

SCOPE OF WORK

The City of Washougal desires to perform rough grading at the site of the future Water Reservoir #6, before construction of houses begin in the adjacent development. This grading project may include rock excavation through blasting methods. The City engaged Wallis Engineering, PLLC to complete a preliminary evaluation of subsurface conditions and develop a bid package. Wallis Engineering had completed preliminary work in this area as part of its agreement with the City for the New Reservoir #6 & Booster Pump Stations Project.

The original scope of work, under WE#1487A, was entered into in September 2019, and as part of this agreement, Wallis completed a preliminary evaluation of subsurface conditions and developed a bid package for the grading work.

A supplemental agreement to WE #1487A – Supplement No. 1 – was entered into February 2020 to provide additional services related to the presence of shallow subsurface rock. As part of this agreement, Wallis completed additional work to clarify the survey vertical datum, coordinate with a blasting consultant, and develop project specific details and special provisions for rock blasting.

A new prime agreement, under WE #1487B, was entered into December 2020 to perform additional work to revise plans and specifications for wet weather construction (original work was to be constructed in the summer), provide permitting assistance, assist the City with bid phase services, and provide construction phase services.

This scope of work for Supplemental Agreement No. 1 (WE #1487B) addresses preconstruction tasks related to the archaeological requirements from the Department of Archaeology and Historic Preservation (DAHP) in 2016.

CONTRACT DURATION

Contract term remains the same as in Prime Agreement.

SUPPLEMENTAL SCOPE OF WORK

TASK 6 CONSTRUCTION PHASE SERVICES

6.1 Construction Services (Task Supplemented)

Archaeological Investigations NW (AINW) services include:

AINW will provide construction tasks related to the archaeological requirements from the Department of Archaeology and Historic Preservation in 2016. Work includes:

Pre-construction filings in preparation of monitoring:

- Prepare a site form for the displaced site within the project and upload it to DAHP, and
- Prepare a monitoring and inadvertent discovery plan (MIDP) and distribute it to Tribes and DAHP.

Construction monitoring

- On-site monitoring during construction including field time, time to download photos, prepare field notes, and travel to and from the job site.

- Preparation of a summary report of monitoring, once completed.
- The report will present a discussion on field activities and findings and will include a map showing the areas monitored and photographs.
- AINW will send the report to DAHP and the Tribes upon conclusion.

Task 6 Assumptions:

- Five on-site field days that will be 8-hour days.
- Assume there will no discoveries.

Task 6 Deliverables:

- DAHP Site Form.
- MIDP Form.

Fee Estimate
 City of Washougal | Reservoir 6 Rough Grading
 January 2021 | WE# 1487B

		AE	EM2	SE2	SE1	T3	A6	A4	Wallis Labor	Expenses	Subconsultants	Total
											AINW	Cost
Task 6	Construction Phase Services											
6.1	Construction Services								\$ -		\$ 14,985.00	\$ 14,985.00
	Project Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ 14,985.00	\$ 14,985.00

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Rate Schedule.

FEE SUMMARY	
Wallis Labor	\$ -
Wallis Expenses	\$ -
Subconsultants	
AINW	\$ 14,985.00
Klein	\$ -
<i>NOTE: Fee includes 10% markup</i>	
TOTAL BUDGET	\$ 14,985.00



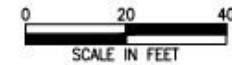
RATE SCHEDULE

Rate Schedule good through December, 31, 2021

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$147	\$147
Senior Engineer	\$200	\$200
Engineering Manager I - VI	\$172	\$197
Project Engineer I - IX	\$119	\$167
Staff Engineer I - IV	\$99	\$117
Engineering Intern I - III	\$61	\$68
Designer	\$116	\$136
Construction Manager	\$125	\$150
Inspector I-II	\$107	\$130
Technician I-IV	\$100	\$91
Administrative I – VI	\$63	\$80

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

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Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/11/2021

SUBJECT:

Second Addendum to Purchase and Sale Agreement with LR6 Development, LLC

DEPT. OF ORIGIN:

Public Works

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▢ **LR6 Development, LLC Purchase and Sale Agreement Addendum #2**
- ▢ **Lookout Ridge Phase 6 Reimbursable Water**

EXPENDITURE REQUIRED:

\$202,469.33

BUDGETED:

\$202,469.33

APPROPRIATION REQUIRED:

\$0.00

SUMMARY STATEMENT

RECOMMENDED ACTION

To authorize the City Manager to Sign Second Addendum to Purchase and Sale Agreement with LR6 Development, LLC through approval of the January 11, 2021 consent agenda.

**CITY OF WASHOUGAL
LR6 DEVELOPMENT, LLC
PURCHASE AND SALE AGREEMENT ADDENDUM #2**

This agreement entered into this ____ day of January, 2021 by and between the CITY OF WASHOUGAL a municipal corporation located in the County of Clark, State of Washington (hereinafter referred to as the City) and LR6 DEVELOPMENT, LLC, a Washington Limited Liability Company as successor-in-interest to Seller, LOOKOUT RIDGE, LLC (hereinafter referred to as "Lookout").

The parties recite and declare that:

1. The City and Lookout entered into a Purchase and Sale Agreement on the 8th day of June, 2015 for the purchase and sale of real property in the City of Washougal, and site preparation thereon;
2. That agreement was modified by an Addendum #1 revising time frames and compensation
3. The City and Lookout wish to enter into a contract Addendum to add a term to the agreement.

For the reasons set forth above and in consideration of the mutual promises, covenants and provisions contained herein, and the mutual benefits to be derived therefrom the City and Lookout agree as follows:

**Section 1
Addendum #2 to Agreement**

The following language is added to the Purchase and Sale Agreement dated June 8, 2015 as modified by Amendment #1:

LR6 has constructed oversizing of water facilities within their project meeting the requirements of the city's water master plan. This oversizing shall be paid in the form of System Development Charge Credits in the amount of \$202,469.33. The engineering and construction costs for this work are identified in Exhibit "A".

**Section 2
Reaffirmation**

Except as so modified, the parties reaffirm the terms of the original agreement and its Amendment #1.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this contract at Washougal, Washington, this _____ day of _____, 20____.

CITY OF WASHOUGAL

LR6 DEVELOPMENT, LLC

By: WELBORN VENTURES, INC., Owner

By: _____
David Scott, its City Manager

By: _____
Darren M. Welborn, P.E., its _____
Name & Title

12042 WE Sunnyside Rd.
Happy Valley, OR 97015
Mailing Address

Approved as to form

Kenneth B Woodrich,
City Attorney

Telephone Number

Federal Tax ID Number

UBI#



Tapani, Inc.
PO Box 1900 • 1904 SE 6th Place
Battle Ground, WA 98604
(360) 687-1148
WA: TAPANI*88OE
OR: 63434

Sitework Proposal

QUOTE
TO Darren Welborn

7/9/18

PROJECT	BID DATE
Lookout 6 Reimbursable Water	7/9/18

CLIENT #	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
Earthwork					
	Hard Rock Excavation - Blasting Utility Trenches	695.000	LF	\$ 31.00	\$21,545.00
	Crushing Native/Blasted Material	3,111.000	CY	\$ 9.50	\$29,554.50
	Trench Spoil Haul Onsite	600.000	CY	\$ 2.25	\$1,350.00
Subtotal Earthwork					\$52,449.50
Reimbursable Waterline and Fixtures					
	12" DIP Water Line	1335	LF	\$ 83.00	\$110,805.00
	Temp Blow Off	1.000	EA	\$1,500.00	\$1,500.00
	Combination ARV	1.000	EA	\$2,250.00	\$2,250.00
	Connect to Existing	2.000	EA	\$2,000.00	\$4,000.00
Subtotal Reimbursable Waterline and Fixtures:					\$118,555.00
TOTAL:					\$171,004.50
Engineering/Survey/Testing/Soft Costs - 10%					\$17,100.45
Washington Sales Tax 8.4%					\$ 14,364.38
GRAND TOTAL					\$202,469.33

THE NAME YOU CAN TRUST

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/11/2021

SUBJECT:

COVID-19 Emergency Leave Policy Non Reps

DEPT. OF ORIGIN:

Administration

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▢ **COVID-19 Emergency Leave Policy Non Reps January 2021.docx**
- ▢ **COVID-19 Emergency Leave Policy Non Reps January 2021.docx**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

This item will be on the January 11, 2021 consent agenda.

COVID-19 EMERGENCY LEAVE POLICY

On March 19, 2020 the Family First Coronavirus Response Act (“FFCRA”) was enacted at the outset of the Covid-19 pandemic, and provided for Emergency Paid Sick Leave (“EPSL”) to eligible employees who are unable to work for reasons related to the ongoing health pandemic. This provision expired on December 31, 2020. The City will provide a continuation of EPSL pursuant to this policy.

The provisions as outlined in this policy are available to employees that did not use and/or exhaust the EPSL benefits provided under FFCRA. This policy is effective January 1, 2021 and shall expire on June 30, 2021.

I. POLICY STATEMENT

The City is committed to supporting employees’ health and safety together with maintaining business operations and meeting the needs of City customers. To support these goals during the continued COVID-19 Public Health Emergency, there is established this COVID-19 Emergency Leave Policy (“Policy”).

II. PURPOSE

During the continued COVID-19 Public Health Emergency it is in the City’s and the employees’ best interests to supplement our leave provisions. This Policy describes EPSL effective only for the COVID-19 Public Health Emergency and subject to the provisions of this policy.

III. DEFINITIONS

Quarantine – is what you do if you have been exposed to COVID-19. Quarantine means you stay home and away from others for the recommended period of time in case you are infected and contagious. Quarantine becomes isolation if you later test positive for COVID-19 or develop COVID-19 symptoms.

Isolation – is what you do if you have COVID-19 symptoms or have tested positive for COVID-19. Isolation means you stay home and away from others (including household members) for the recommended period of time to avoid spreading the illness.

Teleworking – Working from an off-site or home office location.

EPSL – Emergency Paid Sick Leave

IV. THE FOLLOWING PAID LEAVE IS AVAILABLE AS SPECIFIED IN RESPONSE TO COVID 19

Suspected or Confirmed Cases of Employee or Immediate Family Member Living in the Same Household

- When an employee or employee’s immediate family member living in the same household is suspected or confirmed to have contracted the COVID-19 illness, the employee will be eligible for up to 80 hours of EPSL. The suspected or confirmed diagnosis must be reported to the employee’s department director and Human Resources.
- EPSL will be available following a suspected or confirmed diagnosis until the employee has been cleared to return to work by a public health official, or the employee has met the required

criteria based on quarantine or isolation, as applicable. The employee will not be required to work during the EPSL; however, the employee shall telework if available and able to do so.

- Employees with a suspected or confirmed diagnosis or an immediate family member living in the same household with a suspected or confirmed diagnosis must quarantine or isolate for the period required by guidelines established by a federal, state or local public health entity.
- The City retains the right to request written verification confirming the diagnosis and duration of illness, which may include a signed affidavit from the employee, or any other information requested by the City.
- For the first 80 hours of such leave the City will designate such leave as EPSL pursuant to this policy. After which time, if the employee is still unable to work (or telework), for any additional hours beyond 80, the employee will have the choice of using their accrued leave: sick leave, vacation, annual leave or compensation time for non-exempt employees, until they have been cleared by a public health official or the employee has met the required criteria based on quarantine or isolation, as applicable.

Employee with COVID-19 Type Symptoms Should Stay Home or Leave the Work Premises

- It is the recommendation of the CDC that employees who appear to have COVID-19 type symptoms (as described by CDC guidance on COVID-19) should not report to work, or, if they become sick with COVID-19 type symptoms while at work, they should be separated from other employees and be sent home immediately.
- An employee in this case will be provided EPSL pursuant to this policy.
- An employee in this case must isolate. The employee shall seek medical advice and care from a medical professional. Upon determination by a medical professional that the employee does not have COVID-19, for the remainder of their absence from the office under physician guidance the employee may use their leave banks, leave without pay or telework if available. If it is determined that the employee has COVID-19, the provisions regarding a confirmed case apply.

Quarantine and/or Isolation

- When an employee is quarantined or isolated per guidelines established by a federal, state or local public health entity and is otherwise healthy (has not contracted COVID-19), or does not have symptoms, teleworking is required using the Telecommuting Agreement. Employees must report their quarantined or isolated status to their department director and Human Resources. If the employee's job is not one where teleworking is an option, managers and employees are encouraged to work together to identify some productive work the employee may be able to perform while teleworking. This can include work that is not part of the employee's regular job, project work, required or optional online training, or other work that can support employee development. If a quarantined or isolated employee can telework as determined by the City but elects not to do so, the employee must use accrued leave or Leave Without Pay if necessary while self-quarantined or isolated.
- If a quarantined or isolated employee who is otherwise healthy is unable to perform any work by teleworking in any capacity as determined by the City, the employee will be paid up to 80 hours of EPSL at their regular pay rate for their regular hours. After which time, if the employee is still unable to work (or telework), for any additional hours beyond 80, the employee will have the choice of using their accrued leave: sick leave, vacation, annual leave or compensation time for non-exempt employees, until they have been cleared by a public health official or the employee has met the required criteria based on quarantine or isolation, as applicable.

- Employees who are quarantined and/or isolated must remain in quarantine and/or isolation until their quarantine and/or isolation is completed per guidelines established by a federal, state or local public health entity and be available by phone or other agreed means during their scheduled work hours.
- If during quarantine an employee is confirmed to have contracted COVID-19 the employee will be required to isolate according to federal, state or local public health entity and will continue to be eligible for up to 80 hours of EPSL and/or a telework option as described in this Policy. After which time, if the employee is still unable to work (or telework), for any additional hours beyond 80, the employee will have the choice of using their accrued leave: sick leave, vacation, annual leave or compensation time for non-exempt employees, until they have been cleared by a public health official or the employee has met the required criteria based on quarantine or isolation, as applicable.
- The City retains the right to request written verification confirming the circumstances requiring the quarantine and/or isolation, which may include a signed affidavit from the employee, or any other information requested by the City.

General Provisions Regarding Eligibility for EPSL

- In all categories described above, if the purpose for the quarantine and/or isolation is due to a violation of the Governor's orders, or if there is reasonable suspicion that an employee violated the Governor's orders that are in place during this policy period, the employee will not be eligible for EPSL. The employee must use accrued leave or leave without pay until they have been cleared by a health professional or the employee has met the required criteria based on quarantine or isolation, as applicable. This exclusion does not include participation in permitted activities or travel for emergency purposes.
- Any EPSL hours used in 2020 pursuant to the FFCRA shall be counted toward the maximum of 80 hours of EPSL available under this policy.

On the Job Exposure

- If an employee is exposed to COVID-19 on the job, the employee shall file a workers' compensation claim and EPSL will be provided to ensure the employee receives their regular rate of pay, up to 80 hours of EPSL. Employees shall file a claim as usual through their healthcare provider. The employee will be provided up to 80 hours of EPSL pending approval and payment based on the claim. Employee will reimburse City when payment is issued by L&I such that they only receive 100% of their regular rate of pay. After the exhaustion of the provided 80 hours of EPSL, the regular procedures related to worker's compensation will apply.

V. PROCEDURE

- EPSL will only be in effect for the duration of this policy.

VI. OTHER

- If there is a conflict between guidelines issued by a federal, state or local public health entity, the City will make the determination as to which guidelines apply for the purpose of administering this Policy.

- Eligible employees must take appropriate steps while on EPSL to practice social distancing and limit the potential exposure to the COVID-19 virus by following the CDC guidelines located at <https://www.cdc.gov/coronavirus/2019-ncov/community/index.html>
- Eligible employees who become sick (not with COVID-19) while on EPSL must notify their supervisor consistent with existing policy. Such employees will not be required to be available for assigned work as described above and will be allowed to use accrued leave or Leave Without Pay for the period of unavailability.

DRAFT

COVID-19 EMERGENCY LEAVE POLICY

On March 19, 2020 the Family First Coronavirus Response Act (“FFCRA”) was enacted at the outset of the Covid-19 pandemic, and provided for Emergency Paid Sick Leave (“EPSL”) to eligible employees who are unable to work for reasons related to the ongoing health pandemic. This provision expired on December 31, 2020. The City will provide a continuation of EPSL pursuant to this policy.

The provisions as outlined in this policy are available to employees that did not use and/or exhaust the EPSL benefits provided under FFCRA. This policy is effective January 1, 2021 and shall expire on June 30, 2021.

I. POLICY STATEMENT

The City is committed to supporting employees’ health and safety together with maintaining business operations and meeting the needs of City customers. To support these goals during the continued COVID-19 Public Health Emergency, there is established this COVID-19 Emergency Leave Policy (“Policy”).

II. PURPOSE

During the continued COVID-19 Public Health Emergency it is in the City’s and the employees’ best interests to supplement our leave provisions. This Policy describes EPSL effective only for the COVID-19 Public Health Emergency and subject to the provisions of this policy.

III. DEFINITIONS

Quarantine – is what you do if you have been exposed to COVID-19. Quarantine means you stay home and away from others for the recommended period of time in case you are infected and contagious. Quarantine becomes isolation if you later test positive for COVID-19 or develop COVID-19 symptoms.

Isolation – is what you do if you have COVID-19 symptoms or have tested positive for COVID-19. Isolation means you stay home and away from others (including household members) for the recommended period of time to avoid spreading the illness.

Teleworking – Working from an off-site or home office location.

EPSL – Emergency Paid Sick Leave

IV. THE FOLLOWING PAID LEAVE IS AVAILABLE AS SPECIFIED IN RESPONSE TO COVID 19

Suspected or Confirmed Cases of Employee or Immediate Family Member Living in the Same Household

- When an employee or employee’s immediate family member living in the same household is suspected or confirmed to have contracted the COVID-19 illness, the employee will be eligible for up to 80 hours of EPSL. The suspected or confirmed diagnosis must be reported to the employee’s department director and Human Resources.
- EPSL will be available following a suspected or confirmed diagnosis until the employee has been cleared to return to work by a public health official, or the employee has met the required criteria based on quarantine or isolation, as applicable. The employee will not be required to work during the EPSL; however, the employee shall telework if available and able to do so.

- Employees with a suspected or confirmed diagnosis or an immediate family member living in the same household with a suspected or confirmed diagnosis must quarantine or isolate for the period required by guidelines established by a federal, state or local public health entity.
- The City retains the right to request written verification confirming the diagnosis and duration of illness, which may include a signed affidavit from the employee, or any other information requested by the City.
- For the first 80 hours of such leave the City will designate such leave as EPSL pursuant to this policy. After which time, if the employee is still unable to work (or telework), for any additional hours beyond 80, the employee will have the choice of using their accrued leave: sick leave, vacation, annual leave or compensation time for non-exempt employees, until they have been cleared by a public health official or the employee has met the required criteria based on quarantine or isolation, as applicable.

Employee with COVID-19 Type Symptoms Should Stay Home or Leave the Work Premises

- It is the recommendation of the CDC that employees who appear to have COVID-19 type symptoms(as described by CDC guidance on COVID-19) should not report to work, or, if they become sick with COVID-19 type symptoms while at work, they should be separated from other employees and be sent home immediately.
- An employee in this case will be provided EPSL pursuant to this policy.
- An employee in this case must isolate. The employee shall seek medical advice and care from a medical professional. Upon determination by a medical professional that the employee does not have COVID-19, for the remainder of their absence from the office under physician guidance the employee may use their leave banks, leave without pay or telework if available. If it is determined that the employee has COVID-19, the provisions regarding a confirmed case apply.

Quarantine and/or Isolation

- When an employee is quarantined or isolated per guidelines established by a federal, state or local public health entity and is otherwise healthy (has not contracted COVID-19), or does not have symptoms, teleworking is required using the Telecommuting Agreement. Employees must report their quarantined or isolated status to their department director and Human Resources. If the employee's job is not one where teleworking is an option, managers and employees are encouraged to work together to identify some productive work the employee may be able to perform while teleworking. This can include work that is not part of the employee's regular job, project work, required or optional online training, or other work that can support employee development. If a quarantined or isolated employee can telework as determined by the City but elects not to do so, the employee must use accrued leave or Leave Without Pay if necessary while self-quarantined or isolated.
- If a quarantined or isolated employee who is otherwise healthy is unable to perform any work by teleworking in any capacity as determined by the City, the employee will be paid up to 80 hours of EPSL at their regular pay rate for their regular hours. After which time, if the employee is still unable to work (or telework), for any additional hours beyond 80, the employee will have the choice of using their accrued leave: sick leave, vacation, annual leave or compensation time for non-exempt employees, until they have been cleared by a public health official or the employee has met the required criteria based on quarantine or isolation, as applicable.
- Employees who are quarantined and/or isolated must remain in quarantine and/or isolation until their quarantine and/or isolation is completed per guidelines established by a federal, state or local public health entity and be available by phone or other agreed means during their scheduled work hours.

- If during quarantine an employee is confirmed to have contracted COVID-19 the employee will be required to isolate according to federal, state or local public health entity and will continue to be eligible for up to 80 hours of EPSL and/or a telework option as described in this Policy. After which time, if the employee is still unable to work (or telework), for any additional hours beyond 80, the employee will have the choice of using their accrued leave: sick leave, vacation, annual leave or compensation time for non-exempt employees, until they have been cleared by a public health official or the employee has met the required criteria based on quarantine or isolation, as applicable.
- The City retains the right to request written verification confirming the circumstances requiring the quarantine and/or isolation, which may include a signed affidavit from the employee, or any other information requested by the City.

General Provisions Regarding Eligibility for EPSL

- In all categories described above, if the purpose for the quarantine and/or isolation is due to a violation of the Governor's orders, or if there is reasonable suspicion that an employee violated the Governor's orders that are in place during this policy period, the employee will not be eligible for EPSL. The employee must use accrued leave or leave without pay until they have been cleared by a health professional or the employee has met the required criteria based on quarantine or isolation, as applicable. This exclusion does not include participation in permitted activities or travel for emergency purposes.
- Any EPSL hours used in 2020 pursuant to the FFCRA shall be counted toward the maximum of 80 hours of EPSL available under this policy.

On the Job Exposure

- If an employee is exposed to COVID-19 on the job, the employee shall file a workers' compensation claim and EPSL will be provided to ensure the employee receives their regular rate of pay, up to 80 hours of EPSL. Employees shall file a claim as usual through their healthcare provider. The employee will be provided up to 80 hours of EPSL pending approval and payment based on the claim. Employee will reimburse City when payment is issued by L&I such that they only receive 100% of their regular rate of pay. After the exhaustion of the provided 80 hours of EPSL, the regular procedures related to worker's compensation will apply.

V. PROCEDURE

- EPSL will only be in effect for the duration of this policy.

VI. OTHER

- If there is a conflict between guidelines issued by a federal, state or local public health entity, the City will make the determination as to which guidelines apply for the purpose of administering this Policy.
- Eligible employees must take appropriate steps while on EPSL to practice social distancing and limit the potential exposure to the COVID-19 virus by following the CDC guidelines located at <https://www.cdc.gov/coronavirus/2019-ncov/community/index.html>
- Eligible employees who become sick (not with COVID-19) while on EPSL must notify their supervisor consistent with existing policy. Such employees will not be required to be available for assigned work as described above and will be allowed to use accrued leave or Leave Without Pay for the period of unavailability.